**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, January 23, 2024 - 9:00 AM
Benton County Courthouse, Prosser WA

***Notice: Meeting provided in-person, by live-broadcast and telephonically via WebEx (linked below):***
https://www.bentoncountywa.gov/agenda/commissioners

**Call to Order**

**Pledge of Allegiance**

**Approval of Minutes:** January 9, 2024

**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. 2024 Canvassing Board Appointment
b. Line Item Transfer, Fund No. 00110, Dept.102 for Salary on Temporary Promotion
c. First Contract Amendment w/Modus Technologies, Inc. for Scanning & Indexing Historical Documents
d. Payroll ~ Check Posting List for 01/05/2024
e. Accounts Payable ~ Check Posting List for 01/05/2024
f. Accounts Payable ~ Check Posting List for 01/10/2024
g. Accounts Payable ~ Check Posting List for 01/11/2024
h. Accounts Payable ~ Check Posting List for 01/12/2024A
i. Accounts Payable ~ Check Posting List for 01/12/2024B
j. Accounts Payable ~ Check Posting List for 01/16/2024
k. Payroll ~ Check Posting List for 01/16/2024

Commissioners

l. Surplus & Disposition of Personal Property
m. Benton County Tax Levy for 2024

Corrections

n. Contract w/Columbia Cleaners for Dry Cleaning & Laundry Services for Corrections & Sheriff's Office

o. Second Contract Amendment w/Keefe Commissary Network for Inmate Commissary Services
p. Authorization for the Advertisement and Bid Process for the Benton County Jail Door System Upgrade, Interview Area & Laundry Security Upgrade – CB 23-21

Fairgrounds

q. Declaring Racetrack Railing As Surplus & Authorization to Dispose Via Recycle
r. Agreement w/Visit Tri-Cities for SkyNav Services

Human Resources

s. Amendment III w/WA State Council of County & City Employees Representing Appraisers
t. Amendment II w/WA State Council of County & City Employees Representing Courthouse Employees
u. Amendment I w/Teamsters Local 839 Representing Road Department Employees
v. Amendment I w/Teamsters Local 839 Representing Corrections Officers
w. Amendment I w/Fraternal Order of Police Representing Corrections Lieutenants
x. Rules for Employees Eligible for Benefits Under the Affordable CARE Act Working Less Than 40 Hours Per Week; Rescinding Resolution 2015-025

Information Technology

y. Purchase of One Cisco WebEx Room Kit Plus for Operations & Capital Assets Dept. From Brahma Enterprises
z. Purchase of One Cisco WebEx Room Bar for Therapeutic Courts From Brahma Enterprises

Juvenile

aa. Franklin County Flat Monthly Payments for Operations and Facilities Budget
bb. Line Item Transfer, Fund No. 1150, Dept. 171 for Overtime
cc. Contract Amendment No. 1 w/Connections Consulting MA LLC
dd. Contract Amendment No. 2 w/Fikes Northwest Corp. for Odor Control Services

Office of Public Defense

ee. Termination of Superior Court Public Defense Services w/Katherine Bohnet
ff. District Court Public Defense Services Agreement w/Nicole Preszler
gg. District Court Public Defense Services Agreement w/Matthew Rutt

Planning

hh. Final Plat of Harvest Ridge – SUB 2023-005
ii. Purchase of Water Meters From General Pacific, Inc.

Purchasing

jj. Amending Resolution 2023-696 to Increase the Compensation Amount of Contract w/PBS Engineering & Environmental Inc. for Geophysical/Geotechnical Services

Sheriff

kk. Extension of Contract w/Department of Energy for Law Enforcement Services
ll. Purchase of One Polaris Expedition XP5 Northstar From Chet's Honda Polaris & Surplus of One 2015 Can-Am Commander for the Sheriff's Office
mm First Amended Contract to Resolution 2023-518 w/Chad Peterschick Law Enforcement Perspectives for As Needed Investigative & Consulting Services
nn. First Amended Contract to Resolution 2023-767 w/Chad Peterschick Law Enforcement Perspectives for Internal Investigation Services

Superior Court

oo. Participant Position Allocation For the 2024 Benton and Franklin Adult & Juvenile Drug Court Programs; and At Risk Youth Population Percentage Split for Functional Family Therapy, Selective Aggressive Probations, Detention Mental Health & Education Employment Training Programs

**Public Hearing**

Short Plat Vacation – SPV 2023-003 ~ M Mercer

Short Plat Vacation – SPV 2023-004 ~ M Mercer

Public Participation Program for Benton County Land Use & Comprehensive Plan ~ G Wendt

**Scheduled Business**
Grant Award w/WA State Health Care Authority ~ Lt. Kist

**Other Business**

**Executive Session**
Review Candidate for Public Employment ~ Clayton Rawlings

Review Candidate for Public Employment ~ M Mahoney

**Adjournment**

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

Jerrod MacPherson
*County Administrator*
Matt Rasmussen
*Deputy County Administrator*

# Minutes – Board of County Commissioners

Regular Board Meeting
Benton County Administration Building
Commissioners' Hearing Room, Kennewick, WA
Tuesday, January 9, 2024 9:00 AM
*Meeting provided in-person, by Video Live-Broadcast and Telephonically via/WebEx*

**Present**: Chairman Will McKay
Commissioner Jerome Delvin
Commissioner Michael Alvarez
County Administrator Jerrod MacPherson
Clerk of the Board Amanda Pearson

**Benton County Employees Present During All or a Portion of the Meeting:** Deputy County Administrator, Matt Rasmussen; Information Technologies Manager, Robert Heard; Human Resources Manager, Carlee Nave; Community Development Director, Greg Wendt; Clerk, Josie Delvin; Deputy Prosecuting Attorney, Ryan Brown; Risk Manager, Adam Morasch; Treasurer, Ken Spencer; IT Supervisor, Cody Shelton; Director of Operations and Capital Assets, Robert Blain; Prosecuting Attorney, Eric Eisinger; Finance Manager, Linda Ivey; Security Program Coordinator, Steve Caughey; Operations Manage, Matt Mahoney; Event Center Manager, Tom French; Procurement/Contract Coordinator, Danica Hope; Construction Manager, Riley Ollero; Communications Coordinator, Glenn Vaagen; Elections Manager, Amanda Hatfield

## Pledge of Allegiance

The Board recited the Pledge of Allegiance.

## Approval of Minutes

The Minutes of December 19, 2023 were approved.

## Review Agenda

County Administrator, Jerrod MacPherson, added the following:

- A second Executive Session regarding Union Negotiations

## Public Comment

Paul Krupin of Tri-City Cares read a typed statement that he also submitted to the Clerk of the Board to be distributed to the Commissioners. Mr. Krupin's letter related to the Horse Heaven Wind and Solar Project and the Energy Facility Site Evaluation Council's (EFSEC) decision to create a Council Mitigation Option. He requested that the Commissioners consider signing and sending the letter he submitted to EFSEC requesting that they make the final draft report and decision documents

available publicly and to allow the public adequate time to review and provide meaningful comments to the Council before the Council takes a final action.

Tina Gregory thanked Commissioner Alvarez and congratulated the county on passing the Public Safety Sales Tax (PSST). She requested the support of businesses that support pro-life. She also spoke on concerns relating to godlessness and freedom of speech, and requested the Commissioners pass ordinances against crime.

**Consent Agenda**

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

Auditor

a. Payroll ~ Check Posting List for 12/15/2023
b. Accounts Payable ~ Check Posting List for 12/18/2023
c. Accounts Payable ~ Check Posting List for 12/22/2023
d. Accounts Payable ~ Check Posting List for 12/27/2023
e. Accounts Payable ~ Check Posting List for 12/29/2023 A
f. Accounts Payable – Check Posting List for 12/29/2023 B

Cares Act/Coronavirus Response & Relief Supplemental Appropriation Act

g. Line-Item Transfer, Fund No. 0010, Dept. 139 for Equipment at the Event Center

Commissioners

h. Organization of Benton County Commissioners for 2024

Human Resources

i. Updating Benton County Personnel Policies and Procedures for Elected Officials and Non-Bargaining Employees, Amending Resolution 2014-306

Information Technology

j. Purchase of Seven Apple iPad Tablets for ER&R Department from Strictly Technology LLC
k. Agreement with United Training Commercial LLC for Online Professional Training
l. Purchase of One Cisco WebEx Room Kit Mini for Public Works from Brahma Enterprises
m. Installation and Programming of WebEx Conferencing Equipment for the New Jury/Training Room at the Justice Center
n. Purchase of Two Laptops, One Dock and Two Monitors for the Coroner's Office from Dell, Inc.

Office of Public Defense

o. Agreement with Shawnna Morris, dba Harrington Investigations, PC for Public Defense Investigative Services
p. Agreement with Abel Campos, dba Premier Investigations, LLC for Public Defense Investigation Services
q. Agreement with Shane Morlan, dba Exhibit A Investigations for Public Defense Investigation Services
r. Agreement with Shane Harrington, dba Harrington Investigations, PC for Public Defense Investigative Services
s. Amending Superior Court Public Defense Services Agreement with Dawn Hickman to Include District Court Drug Court
t. District Court Public Defense Agreement with Adam Pechtel
u. District Court Public Defense Agreement with Gregory Halvorsen
v. Termination of Superior Court Public Defense Services Agreement with Brian Hultgrenn
w. Termination of Superior Court Public Defense Services Agreement with Deric Orr
x. Termination of Superior Court Public Defense Services Agreement with Michael Vander Sys

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y. Termination of Juvenile Court Public Defense Services Agreement with Hayden Sebald
z. Termination of Juvenile Court Public Defense Services Agreement with Jared Hanson

Planning

aa. Appointment of Kelly Hanson to the Benton County Planning Commission

Public Safety Tax

bb. Line-Item Transfer, Fund No. 1480, Dept. 122

Public Works

cc. Ratification of Network Agreement with City of Seattle for Access of Washington State Reference Network Accounts
dd. Line-Item Transfer, Fund No. 5010, Dept. 650 for Correction of Account for Charges in Prior Years
ee. Adoption of ER&R Vehicle Rates/Assessments for Department Vehicles
ff. Adoption of ER&R Department Shop Rate

Purchasing

gg. First Amended Contract with Meier Enterprises, Inc. for the Moderate Risk Waste Facility Ventilation System Upgrade
hh. First Amended Contract with Meier Enterprises, Inc. for the Coroner's Autopsy Ventilation System Upgrade
ii. Contract with DeAtley Crushing Company for 2023 Crushing Project In Public Works Department
jj. Advertise for Selection of Contractor/Engineer for the Justice Center HVAC Upgrade Project
kk. Ratifying Change Order Proposals Nos. 3, 4, 7-9 with Banlin Construction, LLC for the Justice Center Tenant Improvement Project
ll. Contract with Banlin Construction for Election Center Remodel Project
mm. Agreement with Paramount Communication, Inc. for Installing Fiber Runs to Elections Center Building
nn. Payment Authorization to Benton REA for Electrical Connection for Red Mountain Emergency Communications Tower
oo. First Contract Amendment with MMEC Architecture & Interiors, LLC for the Justice Center Campus Wayfinding Project
pp. First Contract Amendment with MMEC Architecture & Interiors, LLC for the Elections Center Remodel Project
qq. Amended Contract with Chervenell Construction Company for Phase I of the Juvenile Justice Project

Risk

rr. Amendment to Resolution 23-810 for Business Name Change from PayneWest Insurance to Marsh McLennan Agency

Sustainable Development

ss. Property Tax Exemption Application for Industrial/Manufacturing Uses for Targeted Urban Areas

*Chairman duties officially transitioned from Commissioner McKay to Commissioner Delvin.*

**Public Hearing**

**Repealing Ordinance 535, Section 9 & BCC.8.12C.090 Relating to Sales and Use Tax-Public Safety Tax Expiration Date/Sunset Clause**

With the recent passage of the Public Safety Sales Tax, the Prosecuting Attorney's Office suggested the county take action to repeal Ordinance 535, Section 9, and Benton County Code 8.12C.090 in their entirety due to the section stating the tax expires on 12/31/2024.

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

Commissioner Alvarez motioned to approve a Resolution and Ordinance to repeal Ordinance 535 in its entirety. Commissioner McKay seconded the motion. The motion passed as presented.

**Agreement with City of West Richland for the Revision of Corporate Boundary**
Matt Rasmussen and Matt Mahoney

RCW 35A.21.210 authorizes code cities and counties to revise any part of a corporate boundary of a city which "coincides with the centerline, edge, or any portion of a public street, road or highway right of way by substituting therefor a right of way line of the same public street, road or highway so as fully to include or fully to exclude that segment of the public street, road or highway from the corporate limits of the city".

The City of West Richland seeks to revise a portion of the corporate boundary of the city to include the West right-of-way line of Webster Avenue in coordination with Benton County.

The City of West Richland desires to design and maintain this segment of Webster Avenue under City urban standards.

**WA State Military Department State and Local Cybersecurity Grant Program**
Robert Heard

On July 11, 2023, the Information Technology Department (IT) during Scheduled Business asked the Board for permission to pursue Washington State Military Department's competitive State and Local Cybersecurity Grant Program (SLCGP) passthrough funding for local agencies. The Board approved IT's request. Proposals were due by July 18, 2023. IT turned in three projects.

Firewall Replacement $179,093 Project approved for 2023 Federal Funding. Total per year estimated project cost is $29,182. DotGov Domain Name Space (DNS) Hosting $16,688 Project approved for 2022 Federal Funding. Storage Area Network Increase $85,000 Project was not approved for federal funding. The County may be able to review and adjust for future grant money.

For fiscal year 2022, the Military Department approved $16,688 in federal funding for the County's DotGov project with the Firewall Replacement project approved for 2023 federal funding. The Military will be working with IT to review the total Firewall Replacement costs and provide the County with recommendations for acceptable project expenses. The SAN Increase project was not approved this year. The Military has asked IT to review and adjust our SAN project scope and costs for resubmittal in 2024. Approved SLCGP projects will be automatically rolled into the next fiscal year projected WA State federal fund allocation and projects will be reviewed again by the Military before funds are approved for release.

To receive federal funds from the Military, the County has been asked to sign several contract documents. These documents have been reviewed by the Prosecuting Attorney's Office, Civil Division. The Auditor's Office has reviewed the Audit Certification and FFATA Reporting form and provided State Auditor report numbers and dates of previous County federal funding audits. In addition to the Board contract signatures, the Treasurer and Deputy Treasurer will be asked to sign the Signature Authorization Form.

**MOTION**: Commissioner Alvarez moved to approve the Washington State Military Department State and Local Cybersecurity Grant Program. Commissioner McKay seconded and upon vote, the motion carried as presented.

**Discussion of Bylaws and Rules of Procedures for the Board of County Commissioners**
Matt Rasmussen and Ryan Brown

Deputy County Administrator, Matt Rasmussen, shared that recently a trend has been developing in which the public comment period of open public meetings is being used by persons to make racist and other offensive comments. This has been occurring in multiple states and has reached several city meetings in Washington State. The commentors engaged in this activity are most often doing so through remote participation, which Benton County allows.

Benton County has some rules on public comments but those are fairly limited and essentially allow a person to speak about any topic they like within the time allotted. While it may be tempting to create rules prohibiting hate speech or other offensive comments, such a rule could run afoul of first amendment rights and in certain situations could be difficult to apply. However, the Board can and should take one or more measures to allow it to handle such situations more easily should it be confronted with members of the public engaging in hate speech or other racist and offensive comments. Some options to consider are:

1. Limit comments to items only listed on the agenda. While this may be appealing, it is also very limiting to persons who want to speak about a matter that is relevant but may not actually appear on the current meeting agenda.

2. Limit comments to items relevant to, and within the purview and authority of, the Board of County Commissioners. This option allows for a broad array of topics but still gives the Board the authority to stop a commentor if they engage in comments outside of the Board's statutory authority. This option would likely allow the Board to terminate the type of problematic speech that other jurisdictions have recently encountered. However, the Board would need to consistently apply this rule to avoid claims of First Amendment violations. In other words, the Board would not have the discretion to shut down hate speech utilizing this rule but then allow others to discuss some less offensive topic that also was outside the Board's statutory authority. The Board cannot discriminate based on the content of the speech.

3. Remove the ability for remote public comment. Current state law does not require that remote participation in meetings be offered to all persons, but it is encouraged. However, this option has its own perils. RCW 42.30.240(2) would require you make an exception and allow public comment by persons remotely if needed due to disability, limited mobility or any other reason that would make physical attendance at the meeting difficult for someone. Applying this exception may be difficult for the Board. Also, not allowing remote comment in general could be appeared as favoring commentors who are in person versus appearing remotely and would limit public participation for those who cannot appear in person and do not articulate why it would be difficult for them to attend in person.

Discussion among the Commissioners regarding their thoughts whether to make any changes to what is already in place. Commissioner Delvin confirmed after discussion that the consensus was to keep everything the same, not to make any changes and adjust the policy as needed.

**Other Business**

Commissioner Delvin had additional comments regarding Small Engine HB 2151 and that he would like the County's Lobbyist to oppose it.

Conversation relating to HB 2117 and consensus for staff to draft a letter for the board to sign and send said letter supporting Paul Krupin of Tri-City CARES' comment to the EFSEC Director and Chair.

**Executive Session – Union Contract Negotiations (x2)**

The Board went into executive session at 9:40 a.m. for up to 15 minutes with Deputy Prosecuting Attorney Ryan Brown and Human Resources Manager, Carlee Nave. Also present were Jerrod MacPherson, Matt Rasmussen, and Amanda Pearson.

The Board came out at 9:55 a.m. No decisions were made in executive session.

Commissioner Alvarez moved to approve the Step 3 Grievance Response Letter. Commissioner McKay seconded and the motion carried.

**Tort Claim:**

Thurston County Coroner's Office received 1/8/2024 CC 2024-01

**Payroll**

Check Date: 12/15/2023

Payroll Draw Checks
Total all funds: $ 126,546.16
Warrant #: 244327-244328
Direct Deposit #: 185762-185905

Payroll Draw Deductions/Transfers
Total all Funds: $ 23,701.12
ACH #: 1433-1437

**Accounts Payable**

Check Date: 12/18/2023

Warrants #: 252146
Total all funds: $75.00

Check Date: 12/22/2023

Warrants #: 252299-252442
Total of all Funds: $ 2,340,975.06

EFT #: 733
Transfers #: 1438, 1449
Total of all Funds: $ 19,391.68

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Check Date: 12/27/2023

Warrants #: 252443
Total of all Funds: $ 4,166.00

Check Date: 12/29/2023

EFT's #: 734-753
Total of all Funds: $ 183,710.53

Check Date: 12/29/2023

Warrants #: 252444-252512
Total of all Funds: $ 655,543.61

EFT's #: 754-759
Transfers #: 1450-1454, 1457
Total of all Funds: $ 64,354.87

**Resolutions**

| | |
|---|---|
| 2024-0001 | Line-Item Transfer, Fund No. 0010, Dept. 139 for Equipment at the Event Center |
| 2024-0002 | Organization of Benton County Commissioners for 2024 |
| 2024-0003 | Updating Benton County Personnel Policies and Procedures for Elected Officials and Non-Bargaining Employees, Amending Resolution 2014-306 |
| 2024-0004 | Purchase of Seven Apple IPad Tablets for ER&R Department from Strictly Technology LLC |
| 2024-0005 | Agreement with United Training Commercial LLC for Online Professional Training |
| 2024-0006 | Purchase of One Cisco WebEx Room Kit Mini for Public Works from Brahma Enterprises |
| 2024-0007 | Installation and Programming of WebEx Conferencing Equipment for the New Jury/Training Room at the Justice Center |
| 2024-0008 | Purchase of Two Laptops, One Dock and Two Monitors for the Coroner's Office from Dell, Inc. |
| 2024-0009 | Agreement with Shawnna Morris, dba Harrington Investigations, PC for Public Defense Investigative Services |
| 2024-0010 | Agreement with Abel Campos, dba Premier Investigations, LLC for Public Defense Investigation Services |
| 2024-0011 | Agreement with Shane Morlan, dba Exhibit A Investigations for Public Defense Investigation Services |
| 2024-0012 | Agreement with Shane Harrington, dba Harrington Investigations, PC for Public Defense Investigative Services |
| 2024-0013 | Amending Superior Court Public Defense Services Agreement with Dawn Hickman to Include District Court Drug Court |
| 2024-0014 | District Court Public Defense Agreement with Adam Pechtel |
| 2024-0015 | District Court Public Defense Agreement with Gregory Halvorsen |
| 2024-0016 | Termination of Superior Court Public Defense Services Agreement with Brian Hultgrenn |
| 2024-0017 | Termination of Superior Court Public Defense Services Agreement with Deric Orr |

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2024-0018 Termination of Superior Court Public Defense Services Agreement with Michael Vander Sys
2024-0019 Termination of Juvenile Court Public Defense Services Agreement with Hayden Sebald
2024-0020 Termination of Juvenile Court Public Defense Services Agreement with Jared Hanson
2024-0021 Appointment of Kelly Hanson to the Benton County Planning Commission
2024-0022 Line-Item Transfer, Fund No. 1480, Dept. 122
2024-0023 Ratification of Network Agreement with City of Seattle for Access of Washington State Reference Network Accounts
2024-0024 Line-Item Transfer, Fund No. 5010, Dept. 650 for Correction of Account for Charges in Prior Years
2024-0025 Adoption of ER&R Vehicle Rates/Assessments for Department Vehicles
2024-0026 Adoption of ER&R Department Shop Rate
2024-0027 First Amended Contract with Meier Enterprises, Inc. for the Moderate Risk Waste Facility Ventilation System Upgrade
2024-0028 First Amended Contract with Meier Enterprises, Inc. for the Coroner's Autopsy Ventilation System Upgrade
2024-0029 Contract with DeAtley Crushing Company for 2023 Crushing Project In Public Works Department
2024-0030 Advertise for Selection of Contractor/Engineer for the Justice Center HVAC Upgrade Project
2024-0031 Ratifying Change Order Proposals Nos. 3, 4, 7-9 with Banlin Construction, LLC for the Justice Center Tenant Improvement Project
2024-0032 Contract with Banlin Construction for Election Center Remodel Project
2024-0033 Agreement with Paramount Communication, Inc. for Installing Fiber Runs to Elections Center Building
2024-0034 Payment Authorization to Benton REA for Electrical Connection for Red Mountain Emergency Communications Tower
2024-0035 First Contract Amendment with MMEC Architecture & Interiors, LLC for the Justice Center Campus Wayfinding Project
2024-0036 First Contract Amendment with MMEC Architecture & Interiors, LLC for the Elections Center Remodel Project
2024-0037 Amended Contract with Chervenell Construction Company for Phase I of the Juvenile Justice Project
2024-0038 Amendment to Resolution 23-810 for Business Name Change from PayneWest Insurance to Marsh McLennan Agency
2024-0039 Property Tax Exemption Application for Industrial/Manufacturing Uses for Targeted Urban Areas
2024-0040 Repealing Ordinance 535, Section 9 & BCC.8.12C.090 Relating to Sales & Use Tax-Public Safety Tax Expiration Date/Sunset Clause
2024-0041 WA State Military Department State & Local Cybersecurity Grant Program
2024-0042 Agreement w/City of West Richland for the Revision of Corporate Boundary

There being no further business before the Board, the meeting adjourned at approximately 9:56 a.m.

_____ _____

Clerk of the Board Chairman

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# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | January 23, 2024 |
| **Subject:** | 2024 Canvassing Board Appointment |
| **Presenter:** | |
| **Prepared By:** | A. Hatfield |
| **Reviewed By:** | L. Roe |

**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

Pursuant to RCW 29A.60.140, the chair of the county legislative body is a member of the canvassing board for canvassing the ballots and returns for elections. An appointment is needed for the upcoming 2024 Election cycle that includes the February 13, 2024 Special Election, Presidential Primary, March 12, 2024, April 23, 2024 Special Election (if called), August 6, 2024, Primary Election and any recounts, and the November 5, 2024, General Election and any recounts.

For the Primary and General elections, an alternate Commissioner will be required to be appointed as the chair of the county will be on the ballot.

## Fiscal Impact

None

## Recommendation

Chair, Jerome Delvin, sign the letter appointing himself as the member on the canvassing board.

## Suggested Motion

Approve as part of consent agenda.

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

**Jerrod MacPherson**
*County Administrator*
**Matt Rasmussen**
*Deputy County Administrator*

# Board of County Commissioners

**Canvassing Board Appointment**

I, Jerome Delvin, Chair of the Benton County Commissioners, hereby designate myself to serve on the Benton County Canvassing Board for:

1) The Special Election to be held on February 13, 2024. I will serve the timeframe of February 13, 2024, through certification of the election on February 23, 2024.

2) The Presidential Primary Election to be held on March 12, 2024. I will serve the timeframe of March 12, 2024, through certification of the election on March 22, 2024.

3) The Special Election (if called) to be held on April 23, 2024. I will serve the timeframe of April 23, 2024, through certification of the election on May 3, 2024.

For the Primary and General Elections, I hereby designate Michael Alvarez, Benton County Commissioner, to serve on the Benton County Canvassing Board for the dates below:

4) The Primary Election to be held on August 6, 2024. Commissioner Alvarez will serve for the timeframe of August 6, 2024, through certification of the election on August 20, 2024 or any recount.

5) The General Election to be held on November 5, 2024. Commissioner Alvarez will serve for the timeframe of November 5, 2024, through certification of the election on November 26, 2024 or any recount.

DATED this 23rd day of January, 2024.

_____

Jerome Delvin
Chair, Board of Benton County Commissioners

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | 1/23/2024 |
| **Subject:** | Budget Adjustment LIT \| Temporary Promotion |
| **Presenter:** | |
| **Prepared By:** | Lorene Roe |
| **Reviewed By:** | Brenda Chilton |

**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

Resolution 2023-0790 allowed for the temporary promotion of the non-bargaining Office Supervisor to the Recording/Licensing Manager position for the period of 11/1/2023-12/31/2023. As the Recording/Licensing Manager has not yet returned to work, it is necessary to continue this temporary promotion through 1/31/2024. The temporary promotion is in conjunction with 7.2 of the Personnel Policies and Procedures for non-bargaining employees. Funding will be by transferring funds from the temporary help line item in the amount of $300 which is 5% of the Recording/Licensing Manager A Step.

## Fiscal Impact

**$0**

## Recommendation

Approve the temporary promotion of the Kennewick Office Supervisor to Licensing/Recording Manage for the period of 1/1/2024-1/31/2024.

## Suggested Motion

Approve as part of Consent Agenda

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE, FUND NUMBER 0010, DEPARTMENT NUMBER 102.

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

Lorene Roe

EXHIBIT "A"

# BENTON COUNTY BUDGET ADJUSTMENT/LINE ITEM TRANSFER

Dept Name: Auditor  Dept Nbr: 102

Fund Name: Current Expense  Fund Nbr: 0010

TRANSFER FROM:

| BASE SUB (7 digit) | LINE ITEM (5 digit) | LINE ITEM NAME | AMOUNT |
|---|---|---|---|
| 5148100 | 51905 | Temporary Help | $300 |
| | | | |
| | | | |
| | | | |
| TOTAL | | | $300 |

TRANSFER TO:

| BASE SUB (7 digit) | LINE ITEM (5 digit) | LINE ITEM NAME | AMOUNT |
|---|---|---|---|
| 5148100 | 51161 | Office Supervisor | $300 |
| | | | |
| | | | |
| | | | |
| TOTAL | | | $300 |

Explanation:

Resolution 2023-0790 allowed for the temporary promotion of the non-bargaining Office Supervisor to the Recording/Licensing Manager position for the period of 11/1/2023-12/31/2023. As the Recording/Licensing Manager has not yet returned to work, it is necessary to continue this temporary promotion through 1/31/2024. The temporary promotion is in conjunction with 7.2 of the Personnel Policies and Procedures for non-bargaining employees. Funding will be by transferring funds from the temporary help line item in the amount of $300 which is 5% of the Recording/Licensing Manager A Step.

Prepared by: Lorene Roe  Date: 09-Jan-2024

Approved ❑  Denied ❑  Date: _____

_____
Chairman

_____
Commissioner

_____
Commissioner

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | January 23, 2024 |
| **Subject:** | First Contract Amendment with Modus Technology, Inc. |
| **Presenter:** | |
| **Prepared By:** | Lorene Roe |
| **Reviewed By:** | Brenda Chilton, LeeAnn Holt, Procurement |

**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

Pursuant to Resolution 2023-221 dated March 7, 2023, the Board of Benton County Commissioners entered a personal services contract with Modus Technologies, Inc. for a scanning and indexing of historical documents. The contract expires January 31, 2024. The First Amendment is necessary to extend the contract expiration to October 31, 2024, to allow additional time for Modus Technologies, Inc. to complete the scope of the contract.

The Benton County Auditor recommends the Board execute the First Contract Amendment as presented. The First Amendment to the contract has been reviewed, approved, and signed by the departmental Deputy Prosecuting Attorney and Modus Technologies, Inc.

## Fiscal Impact

**$0**

## Recommendation

The Benton County Auditor recommends approving the First Amendment to the contract with Modus Technologies, Inc. to extend the expiration date to October 31, 2024.

## Suggested Motion

Approve as part of consent agenda.

# RESOLUTION

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

**IN THE MATTER OF THE FIRST AMENDMENT TO THE PERSONAL SERVICES CONTRACT WITH MODUS TECHNOLOGIES, INC. FOR THE SCANNING AND INDEXING OF HISTORICAL DOCUMENTS**

**WHEREAS,** per Resolution 2023-221 dated March 7, 2023, the Board of Benton County Commissioners entered into a contract with Modus Technologies, Inc. for scanning and indexing of historical documents; and

**WHEREAS,** the contract expires January 31, 2024; and

**WHEREAS,** the First Amendment is necessary to extend the contract expiration date to October 31, 2024; and

**WHEREAS,** the Benton County Auditor recommends the Board execute the First Contract Amendment extending the expiration date October 31, 2024; and

**WHEREAS,** the First Amendment has been reviewed, approved as to form and signed by the Civil Deputy Prosecuting Attorney and Modus Technologies, Inc.; **NOW THEREFORE,**

**BE IT RESOLVED,** the Board of Benton County Commissioners hereby approves the attached First Amendment to the Personal Services Contract between Benton County and Modus Technologies, Inc. to extend the expiration date to October 31, 2024; and

**BE IT FURTHER RESOLVED,** all other terms and conditions of said Contract remain the same.

Dated this 23rd day of January 2024.

_____
Chairman

_____
Chairman Pro-Tem

_____
Commissioner

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

L. Roe

Orig: Auditor

**FIRST CONTRACT AMENDMENT**
**to the**
**PERSONAL SERVICES CONTRACT**

**THIS FIRST CONTRACT AMENDMENT** made and entered into this ___23___ day of ____January_____, 2024 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 **Modus Technology, Inc.** of Issaquah, WA (hereinafter "CONTRACTOR").

**WHEREAS,** the parties entered into a Personal Services Contract dated March 7, 2023 (the "CONTRACT") for the scanning and indexing of historical documents ("Plan").

**WHEREAS,** this First Amendment is permitted under Section 6 of the CONTRACT and is necessary to extend the contract expiration date to allow additional time for CONTRACTOR to complete the scope of the contract.

**NOW THEREFORE,** the parties agree that all provisions of the contract remain in effect except for the following amendments:

**2. DURATION OF CONTRACT:** is hereby deleted and replaced in its entirety with the following:

The term of this Contract shall begin on the date last signed and shall expire on October 31, 2024. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

**IN WITNESS WHEREOF**, the parties have caused this First Contract Amendment to be signed by their duly constituted legal representatives, and it is effective upon signature of both Parties.

Dated:_____

**FOR: BENTON COUNTY**

_____
Michael Alvarez, Chairman

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

Attest:_____
Clerk of the Board

Approved as to Form:
LeeAnn Holt
_____
LeeAnn Holt, Civil Deputy Prosecuting Attorney

Dated: 1-5-2024

**FOR: MODUS TECHNOLOGIES, INC**

_____
Signature

Sales Manager
Title:

Alex W. Coffey
Print Name

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 01/05/2024

Payroll Checks
Total All Funds $ 3,099,116.90
Warrant # 244329-244347
Direct Deposit # 185907-186555

Payroll Deduction Transfers
Total All Funds $ 2,686,052.62
EFT# 761-767
ACH # 1467-1477

Payroll Deduction Warrants
Total All Funds $ 112,321.75
Warrant # 252612-252621

Commissioner_____

Commissioner_____

Commissioner_____

Date Signed_____

# Payroll Final Check List

**BENTON COUNTY**

**12/01/2023 to 12/31/2023- Type 1 Cycle bc**



**Bank: keydd - KEY BANK**

| Check # | Date | Employee # | Name | Check Amt | Direct Deposit |
|---|---|---|---|---|---|
| 185907 | 1/5/2024 | 03449 | CASTILLEJA, JOSHUA ALAN | 0.00 | 3,049.18 |
| 185908 | 1/5/2024 | 05049 | FLORES, KALOB REESE | 0.00 | 3,453.63 |
| 185909 | 1/5/2024 | 05105 | AVERY, ZACHARY JACOB | 0.00 | 3,682.52 |
| 185910 | 1/5/2024 | 05411 | COOPER, ALEXIA KAYE-MARIE | 0.00 | 2,088.43 |
| 185911 | 1/5/2024 | 03899 | DAVIS, RIKKI ANNE | 0.00 | 4,639.35 |
| 185912 | 1/5/2024 | 05424 | DUGAN, CHRISTOPHER CHARLES | 0.00 | 3,720.19 |
| 185913 | 1/5/2024 | 04990 | FIELDS, STEPHEN RALPH | 0.00 | 4,153.44 |
| 185914 | 1/5/2024 | 05342 | FOSTER, DEIDRA ELIZABETH | 0.00 | 2,154.93 |
| 185915 | 1/5/2024 | 04502 | HAYES, DANIELLE RAE | 0.00 | 5,856.53 |
| 185916 | 1/5/2024 | 05268 | HEDSTROM, CHLOE RENEE | 0.00 | 2,884.59 |
| 185917 | 1/5/2024 | 04822 | LUCE, JENNIFER LYNN | 0.00 | 4,356.01 |
| 185918 | 1/5/2024 | 05185 | MANSON, KJERSTIN LINN | 0.00 | 3,398.18 |
| 185919 | 1/5/2024 | 04821 | PETERSON, MARK D | 0.00 | 5,262.07 |
| 185920 | 1/5/2024 | 03752 | PLUMMER, CHRISTOPHER M | 0.00 | 5,423.44 |
| 185921 | 1/5/2024 | 04507 | RANGEL, CECILIA | 0.00 | 4,071.34 |
| 185922 | 1/5/2024 | 04596 | SAVCHUK, LILIYA VIKTOROVNA | 0.00 | 3,487.72 |
| 185923 | 1/5/2024 | 05237 | SCHULTZ, KIMBERLY CHAR | 0.00 | 2,183.16 |
| 185924 | 1/5/2024 | 04598 | SHARP, SEAN MICHAEL | 0.00 | 4,167.83 |
| 185925 | 1/5/2024 | 04413 | SPENCER, WILLIAM JACKSON | 0.00 | 8,215.14 |
| 185926 | 1/5/2024 | 05238 | STROUD, SUSAN BRANDY MARIA | 0.00 | 3,278.66 |
| 185927 | 1/5/2024 | 05347 | THOMAS JR, LARRY D | 0.00 | 2,143.59 |
| 185928 | 1/5/2024 | 02335 | CRAWFORD, BRENDA L | 0.00 | 3,858.76 |
| 185929 | 1/5/2024 | 00005 | ELLIOT, BRADLEY DALE | 0.00 | 4,944.79 |
| 185930 | 1/5/2024 | 04388 | STRIECK, MARLENA RAE | 0.00 | 3,743.58 |
| 185931 | 1/5/2024 | 03967 | BOATRIGHT, MERRY C | 0.00 | 3,300.69 |
| 185932 | 1/5/2024 | 03382 | BOHLINGER, SHAWN LEAH | 0.00 | 2,567.25 |
| 185933 | 1/5/2024 | 02448 | BROWN, PATRICK JAMES | 0.00 | 3,804.15 |
| 185934 | 1/5/2024 | 04203 | CERVANTES, MIRANDA LYNN | 0.00 | 3,152.26 |
| 185935 | 1/5/2024 | 05387 | DORSEY, ANDREW O | 0.00 | 4,516.75 |
| 185936 | 1/5/2024 | 03445 | HOOVER, JULIE ANN | 0.00 | 5,174.16 |
| 185937 | 1/5/2024 | 05290 | MELSON, LIVIAN S | 0.00 | 2,241.94 |
| 185938 | 1/5/2024 | 04862 | MILLER, CHRISTOPHER RAYCE | 0.00 | 6,252.21 |
| 185939 | 1/5/2024 | 03928 | MILLER, LAUREN MAE | 0.00 | 4,900.63 |
| 185940 | 1/5/2024 | 05059 | NAKIC, MONIKA | 0.00 | 4,016.64 |
| 185941 | 1/5/2024 | 05386 | REYES JR, FELIX SHAFFER | 0.00 | 4,812.81 |
| 185942 | 1/5/2024 | 05117 | TORRES, JURY IVON | 0.00 | 3,798.70 |
| 185943 | 1/5/2024 | 02926 | BOURBON, VICKI A | 0.00 | 3,491.05 |
| 185944 | 1/5/2024 | 05306 | BUSH, JACLYN | 0.00 | 2,873.27 |

# Payroll Final Check List

**BENTON COUNTY**

**12/01/2023 to 12/31/2023- Type 1 Cycle bc**



**Bank: keydd - KEY BANK**

| Check # | Date | Employee # | Name | Check Amt | Direct Deposit |
|---|---|---|---|---|---|
| 185945 | 1/5/2024 | 02450 | CHILTON, BRENDA KAY | 0.00 | 5,033.03 |
| 185946 | 1/5/2024 | 05280 | NATERAS, SELENIA | 0.00 | 3,145.86 |
| 185947 | 1/5/2024 | 02501 | ROE, LORENE FAY | 0.00 | 5,053.27 |
| 185948 | 1/5/2024 | 05029 | SUAZO, AMY MARIE | 0.00 | 3,465.29 |
| 185949 | 1/5/2024 | 05418 | BRYNER, JONATHAN MICHAEL | 0.00 | 3,670.76 |
| 185950 | 1/5/2024 | 04802 | HARRIS, JESSICA FRANCINE | 0.00 | 3,847.19 |
| 185951 | 1/5/2024 | 02714 | JOHNSON, MARY MICHELLE | 0.00 | 3,913.13 |
| 185952 | 1/5/2024 | 05082 | O'BRIEN, BRAD LEE | 0.00 | 6,082.50 |
| 185953 | 1/5/2024 | 04523 | TAYLOR, TROY JAMES | 0.00 | 4,535.26 |
| 185954 | 1/5/2024 | 05193 | TIPLADY, GARY J | 0.00 | 4,096.66 |
| 185955 | 1/5/2024 | 05310 | VOGT, VERONICA M | 0.00 | 533.73 |
| 185956 | 1/5/2024 | 04508 | BLAIN, ROBERT LEE | 0.00 | 9,042.78 |
| 185957 | 1/5/2024 | 04786 | CALHOUN, DEBORAH C | 0.00 | 5,288.78 |
| 185958 | 1/5/2024 | 04928 | HOPE, DANICA ANGELA | 0.00 | 4,606.40 |
| 185959 | 1/5/2024 | 05235 | OLLERO, RILEY AUGUSTIN | 0.00 | 7,241.21 |
| 185960 | 1/5/2024 | 04907 | OROPEZA, AIMEE MARIE | 0.00 | 4,752.01 |
| 185961 | 1/5/2024 | 04365 | SCHUT, PAUL THOMAS | 0.00 | 5,889.91 |
| 185962 | 1/5/2024 | 05107 | ENRIQUEZ BAEZ, REBECCA M | 0.00 | 2.67 |
| 185963 | 1/5/2024 | 04697 | AGUILAR-MALDONADO, MARIA DEL C | 0.00 | 4,304.16 |
| 185964 | 1/5/2024 | 00051 | BINGMAN, SHERRY L | 0.00 | 4,012.00 |
| 185965 | 1/5/2024 | 05931 | BORQUEZ, ALEJANDRA | 0.00 | 2,366.19 |
| 185966 | 1/5/2024 | 04494 | BROWN, SHAUNA MARIE | 0.00 | 3,383.27 |
| 185967 | 1/5/2024 | 05098 | COFFLAND, SAMANTHA MAE | 0.00 | 3,788.55 |
| 185968 | 1/5/2024 | 00100 | DELVIN, JOSEPHINE | 0.00 | 5,912.10 |
| 185969 | 1/5/2024 | 05281 | DICKHOFF, JANE ELIZABETH | 0.00 | 4,742.00 |
| 185970 | 1/5/2024 | 05388 | GLATT, GABRIELA ELIZABETH | 0.00 | 2,651.03 |
| 185971 | 1/5/2024 | 04979 | GLUBRECHT, ALLISON | 0.00 | 3,743.06 |
| 185972 | 1/5/2024 | 05269 | GRECO, SHELIE LYNN | 0.00 | 3,172.80 |
| 185973 | 1/5/2024 | 02674 | HUDSON, PETER M | 0.00 | 3,814.00 |
| 185974 | 1/5/2024 | 02339 | HUNSAKER, LAURIE ANN | 0.00 | 4,353.30 |
| 185975 | 1/5/2024 | 05217 | MASCORRO, AMANDA | 0.00 | 3,556.11 |
| 185976 | 1/5/2024 | 05430 | MEDINA, CLAUDIA M | 0.00 | 3,152.34 |
| 185977 | 1/5/2024 | 05063 | MUNOZ, RUBY | 0.00 | 3,611.57 |
| 185978 | 1/5/2024 | 04135 | MURRY, CAMAS MARIE | 0.00 | 4,148.97 |
| 185979 | 1/5/2024 | 05174 | MURRY, MICHELLE CARLENE | 0.00 | 3,641.08 |
| 185980 | 1/5/2024 | 03702 | OSBORNE, ELAINE M | 0.00 | 5,320.37 |
| 185981 | 1/5/2024 | 05426 | PALOMAREZ, TRACIE LINETTE | 0.00 | 2,255.52 |
| 185982 | 1/5/2024 | 04299 | PANTHER, JOHN MARK | 0.00 | 3,980.63 |

# Payroll Final Check List

**BENTON COUNTY**

**12/01/2023 to 12/31/2023- Type 1 Cycle bc**



**Bank: keydd - KEY BANK**

| Check # | Date | Employee # | Name | Check Amt | Direct Deposit |
|---|---|---|---|---|---|
| 185983 | 1/5/2024 | 03171 | PLOWMAN, DARCY D ANN | 0.00 | 5,053.73 |
| 185984 | 1/5/2024 | 05218 | RICHIED, DENNIECE MEGAN | 0.00 | 3,693.72 |
| 185985 | 1/5/2024 | 02644 | ROBERTSON, CYNTHIA JEAN | 0.00 | 3,670.89 |
| 185986 | 1/5/2024 | 05307 | ROGERS, MARJORIE ARLENE | 0.00 | 3,123.13 |
| 185987 | 1/5/2024 | 05222 | RUSSELL, JENNA MARIE | 0.00 | 3,341.31 |
| 185988 | 1/5/2024 | 03887 | SAKOTA, LORI ANNE | 0.00 | 3,933.30 |
| 185989 | 1/5/2024 | 05396 | SHIRLEY, AMY LYNN | 0.00 | 3,262.51 |
| 185990 | 1/5/2024 | 05326 | SIERRA, MELISSA RENEE | 0.00 | 3,417.77 |
| 185991 | 1/5/2024 | 04709 | SOLLMAN, CHRISTINE PHIPPS | 0.00 | 4,107.35 |
| 185992 | 1/5/2024 | 05273 | THURMAN, VERONICA KATHLEEN | 0.00 | 3,428.48 |
| 185993 | 1/5/2024 | 00601 | WAGAR-WEIDNER, SARAH ANN | 0.00 | 3,916.44 |
| 185994 | 1/5/2024 | 00067 | TANNER, JUDY D | 0.00 | 5,080.06 |
| 185995 | 1/5/2024 | 05278 | GASTON, BRITNIE ELYSE | 0.00 | 3,478.36 |
| 185996 | 1/5/2024 | 05144 | HALBERT, ERICA A | 0.00 | 3,437.74 |
| 185997 | 1/5/2024 | 04627 | KARCH, BETHANY GRACE | 0.00 | 3,959.56 |
| 185998 | 1/5/2024 | 05220 | MCINTOSH, KAYLA NICOLE | 0.00 | 3,239.61 |
| 185999 | 1/5/2024 | 04618 | SAUNDERS, KIM MICHELLE | 0.00 | 3,846.89 |
| 186000 | 1/5/2024 | 05260 | STEELE, SONDRA KAY | 0.00 | 2,753.57 |
| 186001 | 1/5/2024 | 05316 | ALVAREZ, MICHAEL | 0.00 | 7,024.81 |
| 186002 | 1/5/2024 | 02769 | BROWN, PEGGY SUE | 0.00 | 6,146.00 |
| 186003 | 1/5/2024 | 04245 | DELVIN, JEROME L | 0.00 | 6,104.73 |
| 186004 | 1/5/2024 | 02037 | FLORES, MARILU | 0.00 | 4,194.22 |
| 186005 | 1/5/2024 | 03481 | IVEY, LINDA J | 0.00 | 9,588.82 |
| 186006 | 1/5/2024 | 04649 | MACPHERSON, JERROD BRUCE | 0.00 | 11,252.88 |
| 186007 | 1/5/2024 | 05081 | MCKAY JR, WILLIAM DEAN | 0.00 | 8,380.60 |
| 186008 | 1/5/2024 | 05413 | PEARSON, AMANDA CHRISTINE | 0.00 | 2,771.05 |
| 186009 | 1/5/2024 | 04384 | RASMUSSEN, MATTHEW STEPHEN | 0.00 | 12,710.97 |
| 186010 | 1/5/2024 | 05383 | WEBB, NICOLE MARIE | 0.00 | 4,483.37 |
| 186011 | 1/5/2024 | 05379 | HARDIN, SHARON KAY | 0.00 | 1,223.78 |
| 186012 | 1/5/2024 | 03566 | HEWITT, EILEEN MARIE HOLMAN | 0.00 | 3,729.07 |
| 186013 | 1/5/2024 | 03557 | ELSTON, JODI LEE | 0.00 | 1,722.78 |
| 186014 | 1/5/2024 | 05134 | JENSEN, BROOKE | 0.00 | 2,429.44 |
| 186015 | 1/5/2024 | 04251 | LEACH, WILLIAM CHARLES | 0.00 | 6,353.65 |
| 186016 | 1/5/2024 | 04849 | LEE, NICOLE JANELLE | 0.00 | 3,323.13 |
| 186017 | 1/5/2024 | 05378 | TIMMONS, JLYN RENEE | 0.00 | 1,900.32 |
| 186018 | 1/5/2024 | 05228 | WICKLINE, SCOTLAND ODONNELL | 0.00 | 2,537.60 |
| 186019 | 1/5/2024 | 05168 | ALCANTAR, SYNTHIA | 0.00 | 4,236.62 |
| 186020 | 1/5/2024 | 04897 | AESCHLIMAN, JUSTIN SAMUEL | 0.00 | 5,213.07 |

# Payroll Final Check List

**BENTON COUNTY**

**12/01/2023 to 12/31/2023- Type 1 Cycle bc**



**Bank: keydd - KEY BANK**

| Check # | Date | Employee # | Name | Check Amt | Direct Deposit |
|---|---|---|---|---|---|
| 186021 | 1/5/2024 | 05150 | ALEXANDER, JASON D | 0.00 | 5,164.28 |
| 186022 | 1/5/2024 | 05415 | ANAYA, MARIAH ALICIA | 0.00 | 3,802.13 |
| 186023 | 1/5/2024 | 03151 | ARMSTRONG, MATTHEW KENNETH | 0.00 | 5,068.98 |
| 186024 | 1/5/2024 | 05397 | BECKMANN, ZACHARY MARTIN | 0.00 | 3,593.25 |
| 186025 | 1/5/2024 | 03120 | BELL, BRYCEN P | 0.00 | 6,164.17 |
| 186026 | 1/5/2024 | 04882 | BELL, KEVIN LEE | 0.00 | 3,871.26 |
| 186027 | 1/5/2024 | 04978 | BERGEVIN, IAN JAMES | 0.00 | 4,251.70 |
| 186028 | 1/5/2024 | 03051 | BLAIR, CHAD L | 0.00 | 5,440.88 |
| 186029 | 1/5/2024 | 03914 | BLUMENTHAL, TERRY MARVIN | 0.00 | 4,937.00 |
| 186030 | 1/5/2024 | 04839 | BOSTELMAN, THOMAS E | 0.00 | 5,844.22 |
| 186031 | 1/5/2024 | 05166 | BROWNING, RONALD ALLEN | 0.00 | 3,250.97 |
| 186032 | 1/5/2024 | 03378 | BULLINGTON, BRADLEY HAROLD | 0.00 | 5,334.41 |
| 186033 | 1/5/2024 | 05181 | CALDERA JR, FELIPE | 0.00 | 4,659.04 |
| 186034 | 1/5/2024 | 04583 | CASTELLANOS, MARIA G | 0.00 | 4,565.67 |
| 186035 | 1/5/2024 | 03491 | CLARK, MICHELLE | 0.00 | 4,785.21 |
| 186036 | 1/5/2024 | 03898 | COMBS, JOSHUA ISAAC | 0.00 | 7,719.52 |
| 186037 | 1/5/2024 | 03010 | COULSON, LARRY CHARLES | 0.00 | 4,693.92 |
| 186038 | 1/5/2024 | 04239 | COX JR, JONATHAN N | 0.00 | 4,080.29 |
| 186039 | 1/5/2024 | 03798 | DAVISON, TIMOTHY PATRICK | 0.00 | 5,288.98 |
| 186040 | 1/5/2024 | 02397 | DEGRAAF, JONATHAN ANDREW | 0.00 | 5,310.89 |
| 186041 | 1/5/2024 | 04467 | DELEON, GUILLERMO A | 0.00 | 5,464.58 |
| 186042 | 1/5/2024 | 04896 | DODGE, BRICE JONATHAN | 0.00 | 5,026.77 |
| 186043 | 1/5/2024 | 03740 | DRASKOVIC, BORIS | 0.00 | 4,505.45 |
| 186044 | 1/5/2024 | 01989 | DURY, MONA MEON | 0.00 | 4,594.42 |
| 186045 | 1/5/2024 | 04767 | ELFERING, JOHN C | 0.00 | 5,155.90 |
| 186046 | 1/5/2024 | 03610 | FAIRCHILD, KAY L | 0.00 | 8,402.44 |
| 186047 | 1/5/2024 | 00179 | FINLEY, DANIEL M | 0.00 | 5,566.23 |
| 186048 | 1/5/2024 | 04524 | GARCIA, SHAMEKA JOSEPHINE | 0.00 | 5,593.18 |
| 186049 | 1/5/2024 | 05153 | GENACK, KENNETH MICHAEL | 0.00 | 4,043.64 |
| 186050 | 1/5/2024 | 03267 | GILMORE, HUBERT EDWARD | 0.00 | 4,868.66 |
| 186051 | 1/5/2024 | 02768 | GONSALVES, KANDY MARIE | 0.00 | 4,160.20 |
| 186052 | 1/5/2024 | 03147 | GRALL, CHAD WILLIAM | 0.00 | 4,661.40 |
| 186053 | 1/5/2024 | 03475 | GRIMM, SHANE O | 0.00 | 5,096.98 |
| 186054 | 1/5/2024 | 02500 | GUERRERO JR, ROBERT | 0.00 | 7,261.59 |
| 186055 | 1/5/2024 | 03559 | GUNDERSON, MATTHEW S | 0.00 | 3,959.92 |
| 186056 | 1/5/2024 | 05438 | GUSAR, VIOLETTA ANN | 0.00 | 2,862.28 |
| 186057 | 1/5/2024 | 05434 | GUZMAN CAMACHO, HUGO JUNIOR | 0.00 | 4,050.15 |
| 186058 | 1/5/2024 | 03649 | HANNAMAN, GLENN OWEN | 0.00 | 6,209.31 |

# Payroll Final Check List

**BENTON COUNTY**

**12/01/2023 to 12/31/2023- Type 1 Cycle bc**



**Bank: keydd - KEY BANK**

| Check # | Date | Employee # | Name | Check Amt | Direct Deposit |
|---|---|---|---|---|---|
| 186059 | 1/5/2024 | 05439 | HAZEN, MADILYN ROSE | 0.00 | 2,820.61 |
| 186060 | 1/5/2024 | 05252 | HEBERT, ALEXANDRA KAITLIN | 0.00 | 3,329.83 |
| 186061 | 1/5/2024 | 04838 | HERNANDEZ, JOSHUA DAVID | 0.00 | 4,934.45 |
| 186062 | 1/5/2024 | 05012 | JAMISON, JORAEL REED | 0.00 | 5,429.46 |
| 186063 | 1/5/2024 | 04747 | JONES, CHRISTIAN JAMES | 0.00 | 4,740.09 |
| 186064 | 1/5/2024 | 05319 | KAEHLER, JASON D | 0.00 | 4,990.84 |
| 186065 | 1/5/2024 | 02969 | KANE, CINDI DIANA | 0.00 | 4,875.91 |
| 186066 | 1/5/2024 | 03663 | KIST, KASEY L | 0.00 | 5,584.58 |
| 186067 | 1/5/2024 | 04658 | KNAPP, MELISSA RENAE | 0.00 | 3,604.94 |
| 186068 | 1/5/2024 | 05429 | KOCHEL, KACE REED | 0.00 | 3,251.20 |
| 186069 | 1/5/2024 | 05254 | KWANT, MARTIN ALLEN | 0.00 | 2,563.70 |
| 186070 | 1/5/2024 | 04379 | LANGSTON, ERIK L | 0.00 | 4,843.89 |
| 186071 | 1/5/2024 | 05432 | LEAVITT, ROCHELLE DAWN | 0.00 | 4,073.67 |
| 186072 | 1/5/2024 | 03026 | LEE, RICHARD CORY | 0.00 | 4,639.88 |
| 186073 | 1/5/2024 | 02363 | MARKHAM, KRISTI LEE | 0.00 | 4,262.83 |
| 186074 | 1/5/2024 | 05408 | MATA, ANTHONY ANDREW | 0.00 | 3,792.13 |
| 186075 | 1/5/2024 | 02989 | MCCANTS, DIANNE LOUISE | 0.00 | 2,620.46 |
| 186076 | 1/5/2024 | 01936 | MCCULLUGH, LORI LYNN | 0.00 | 3,716.43 |
| 186077 | 1/5/2024 | 02932 | MCMASTER II, GORDON C | 0.00 | 5,065.02 |
| 186078 | 1/5/2024 | 04827 | MERCADO, ISRAEL ANTHONY | 0.00 | 4,811.17 |
| 186079 | 1/5/2024 | 04787 | MEYERS, JULIE ANN | 0.00 | 5,660.87 |
| 186080 | 1/5/2024 | 03856 | MILLER, DANIEL P | 0.00 | 4,643.09 |
| 186081 | 1/5/2024 | 05437 | MORA PULIDO, BRIAN | 0.00 | 3,822.15 |
| 186082 | 1/5/2024 | 03224 | MORFIN, SAUL ISAIAS | 0.00 | 4,292.49 |
| 186083 | 1/5/2024 | 05375 | MULHOLLAND, JAKOB AUSTIN | 0.00 | 3,831.15 |
| 186084 | 1/5/2024 | 03154 | MUNOZ, JON SEBASTIAN | 0.00 | 5,012.13 |
| 186085 | 1/5/2024 | 03669 | MURRY JR, DALLAS M | 0.00 | 6,606.57 |
| 186086 | 1/5/2024 | 02986 | NEWTON, BRIAN DINGWALL | 0.00 | 4,806.53 |
| 186087 | 1/5/2024 | 02576 | NICHOLS, JOEL ROBERT | 0.00 | 3,969.66 |
| 186088 | 1/5/2024 | 05158 | ONEILL, DESIREE MARIE | 0.00 | 3,099.19 |
| 186089 | 1/5/2024 | 04102 | ORELLANA, HEBER ISAI | 0.00 | 4,869.48 |
| 186090 | 1/5/2024 | 03040 | PEREZ, MARIA ISABEL | 0.00 | 5,557.76 |
| 186091 | 1/5/2024 | 05258 | PHILLIPS, JORDAN | 0.00 | 4,782.78 |
| 186092 | 1/5/2024 | 04506 | PHILLIPS, ZACHARY M | 0.00 | 5,090.96 |
| 186093 | 1/5/2024 | 04772 | RAY, REGINA ANN | 0.00 | 2,669.36 |
| 186094 | 1/5/2024 | 03054 | REES, JONAS C | 0.00 | 5,199.32 |
| 186095 | 1/5/2024 | 03611 | RENDALL, LANCE A | 0.00 | 4,908.74 |
| 186096 | 1/5/2024 | 03617 | RODRIGUEZ JR, RAUL | 0.00 | 4,739.93 |

# Payroll Final Check List

**BENTON COUNTY**

**12/01/2023 to 12/31/2023- Type 1 Cycle bc**



**Bank: keydd - KEY BANK**

| Check # | Date | Employee # | Name | Check Amt | Direct Deposit |
|---|---|---|---|---|---|
| 186097 | 1/5/2024 | 00672 | ROLLOSSON, PATRICK A | 0.00 | 4,029.18 |
| 186098 | 1/5/2024 | 03095 | RUIZ, JOSE ANGEL | 0.00 | 5,193.87 |
| 186099 | 1/5/2024 | 05373 | SALLEE, TREVOR JORDAN | 0.00 | 4,177.48 |
| 186100 | 1/5/2024 | 05302 | SANCHEZ NUNEZ, ELIAS ALEJANDRO | 0.00 | 3,120.03 |
| 186101 | 1/5/2024 | 05414 | SANTANA, ANTONIO | 0.00 | 3,573.30 |
| 186102 | 1/5/2024 | 05407 | SAWYER, NOAH CHARLES | 0.00 | 2,725.13 |
| 186103 | 1/5/2024 | 03213 | SHELTON, JOSHUA TRAY | 0.00 | 7,420.97 |
| 186104 | 1/5/2024 | 04489 | SLATER, LACEY LYNN | 0.00 | 6,549.08 |
| 186105 | 1/5/2024 | 03204 | SMALL, LISA MICHELLE | 0.00 | 3,789.83 |
| 186106 | 1/5/2024 | 05327 | SMITH, ASA D | 0.00 | 4,396.29 |
| 186107 | 1/5/2024 | 03768 | SMITH, BRANT R | 0.00 | 4,671.12 |
| 186108 | 1/5/2024 | 04616 | SMITH, JESSE GORDON | 0.00 | 5,686.81 |
| 186109 | 1/5/2024 | 03231 | TANSKA, RYAN THOMAS | 0.00 | 5,024.35 |
| 186110 | 1/5/2024 | 05433 | VALENCIA, JOSMAR | 0.00 | 3,783.61 |
| 186111 | 1/5/2024 | 03532 | VANDINE, CARRIE L | 0.00 | 4,495.75 |
| 186112 | 1/5/2024 | 02559 | VANDINE, CHAD T | 0.00 | 5,623.79 |
| 186113 | 1/5/2024 | 02556 | WEAVER, SARA JANE | 0.00 | 4,491.77 |
| 186114 | 1/5/2024 | 03555 | WILLIAMS, COREY J | 0.00 | 5,741.77 |
| 186115 | 1/5/2024 | 04428 | WYLAND, FRANCES LYN | 0.00 | 3,457.52 |
| 186116 | 1/5/2024 | 03092 | ESSMAN-COOPER, DEBBIE SUE | 0.00 | 3,524.87 |
| 186117 | 1/5/2024 | 03044 | HOFSTAD, SEAN ANTHONY | 0.00 | 4,581.51 |
| 186118 | 1/5/2024 | 02916 | ISAACSON, DARRELL GENE | 0.00 | 4,874.53 |
| 186119 | 1/5/2024 | 03718 | WYLAND, BRENT JAMES | 0.00 | 4,506.15 |
| 186120 | 1/5/2024 | 05027 | SHELTON, CODY DANIEL | 0.00 | 4,384.53 |
| 186121 | 1/5/2024 | 04985 | BARNHART, MICHAEL JAMES | 0.00 | 6,248.67 |
| 186122 | 1/5/2024 | 04840 | BRANDON, CASEY MICHAEL W | 0.00 | 5,055.79 |
| 186123 | 1/5/2024 | 04322 | ENGEL, JASON CHRISTOPHER | 0.00 | 6,317.83 |
| 186124 | 1/5/2024 | 04308 | GARCIA, MANUEL ALEJANDRO | 0.00 | 6,264.93 |
| 186125 | 1/5/2024 | 03201 | HEARD, ROBERT FAUSTO | 0.00 | 7,270.21 |
| 186126 | 1/5/2024 | 05103 | KILDALL, BRANDON JOHN | 0.00 | 5,215.49 |
| 186127 | 1/5/2024 | 04278 | PETTY, AIMEE M | 0.00 | 4,023.06 |
| 186128 | 1/5/2024 | 02487 | VELASQUEZ, IAN JOSEPH | 0.00 | 6,760.53 |
| 186129 | 1/5/2024 | 02718 | BROWN, TIM CRAIG | 0.00 | 5,739.74 |
| 186130 | 1/5/2024 | 03836 | ALDRICH, LYNN IRENE | 0.00 | 4,186.09 |
| 186131 | 1/5/2024 | 05276 | ASHLEY, JENNIFER RENEE | 0.00 | 2,886.02 |
| 186132 | 1/5/2024 | 04247 | AZURE, JENNIFER MELISSA | 0.00 | 12,781.49 |
| 186133 | 1/5/2024 | 03874 | BELL, JAMES FLOYD | 0.00 | 11,251.38 |
| 186134 | 1/5/2024 | 05197 | DE LA CRUZ, VANESSA YESENIA | 0.00 | 3,803.10 |

# Payroll Final Check List

**BENTON COUNTY**

**12/01/2023 to 12/31/2023- Type 1 Cycle bc**



**Bank: keydd - KEY BANK**

| Check # | Date | Employee # | Name | Check Amt | Direct Deposit |
|---|---|---|---|---|---|
| 186135 | 1/5/2024 | 05423 | DIAZ, ALICIA MAE | 0.00 | 2,822.40 |
| 186136 | 1/5/2024 | 02277 | DOCKEN, JUDY LOPEZ | 0.00 | 4,851.62 |
| 186137 | 1/5/2024 | 04983 | FULLER, CHRISTINA M | 0.00 | 3,301.96 |
| 186138 | 1/5/2024 | 05111 | GONZALEZ, ALLYSIA NOELLE | 0.00 | 3,987.24 |
| 186139 | 1/5/2024 | 05385 | GOODENOUGH, MELISSA LYNNE | 0.00 | 3,108.59 |
| 186140 | 1/5/2024 | 02679 | HAMANN, ROSEMARY | 0.00 | 4,169.12 |
| 186141 | 1/5/2024 | 04832 | HARRIS, MARY FRANCES | 0.00 | 3,961.46 |
| 186142 | 1/5/2024 | 03734 | HILL, WANCHAI J | 0.00 | 3,778.19 |
| 186143 | 1/5/2024 | 03784 | KATHREN, DANIEL FORMAN | 0.00 | 11,088.01 |
| 186144 | 1/5/2024 | 02164 | KUH, PEI-LING C | 0.00 | 4,156.61 |
| 186145 | 1/5/2024 | 04133 | LEWIS, ARIESS DANIELLE | 0.00 | 3,247.92 |
| 186146 | 1/5/2024 | 05372 | LOGAN, JANELLE LYNETTE | 0.00 | 3,767.06 |
| 186147 | 1/5/2024 | 05270 | MARTINEZ, CHELSIE S | 0.00 | 3,555.16 |
| 186148 | 1/5/2024 | 04879 | MENDOZA, LORENA MARTINEZ | 0.00 | 4,201.16 |
| 186149 | 1/5/2024 | 03492 | MILLIUS, JENNIFER L | 0.00 | 4,692.16 |
| 186150 | 1/5/2024 | 03801 | NULPH, KAREN LYNN | 0.00 | 3,679.39 |
| 186151 | 1/5/2024 | 05382 | OLIVERA, DEYSI JANET | 0.00 | 3,112.51 |
| 186152 | 1/5/2024 | 04287 | PHILLIPS, RACHEL JO ANN | 0.00 | 4,007.87 |
| 186153 | 1/5/2024 | 03748 | SAENZ, VERONICA | 0.00 | 4,261.70 |
| 186154 | 1/5/2024 | 00603 | SANCHEZ, NORMA R | 0.00 | 4,224.07 |
| 186155 | 1/5/2024 | 05369 | SHERBURN, RYLEE NICOLE | 0.00 | 3,583.58 |
| 186156 | 1/5/2024 | 01927 | TANNER JR, TERRY M | 0.00 | 3,826.66 |
| 186157 | 1/5/2024 | 04254 | WATTS, AMANDA SUZANNE | 0.00 | 4,857.72 |
| 186158 | 1/5/2024 | 04094 | WILLIAMS, JOHN S | 0.00 | 3,565.98 |
| 186159 | 1/5/2024 | 03996 | WRIGHT, HEATHER ANN | 0.00 | 3,836.86 |
| 186160 | 1/5/2024 | 04678 | ZIOBRO, JOHN STEPHEN | 0.00 | 9,646.40 |
| 186161 | 1/5/2024 | 04819 | DAVIES, KATIE DIANE | 0.00 | 3,940.28 |
| 186162 | 1/5/2024 | 04605 | FLORES, JAIME JAVIER | 0.00 | 4,031.53 |
| 186163 | 1/5/2024 | 05267 | PESINA, PATTRISHA A | 0.00 | 4,426.11 |
| 186164 | 1/5/2024 | 04816 | TESTERMAN, JENNIFER | 0.00 | 3,786.87 |
| 186165 | 1/5/2024 | 05122 | TORRES, JAMES MICHAEL | 0.00 | 4,588.06 |
| 186166 | 1/5/2024 | 04899 | WASHBURN, RYAN LEE | 0.00 | 3,968.22 |
| 186167 | 1/5/2024 | 04046 | WEBB, JENNIFER LYNN | 0.00 | 3,589.88 |
| 186168 | 1/5/2024 | 00063 | ROJAS, ROSA M | 0.00 | 3,697.43 |
| 186169 | 1/5/2024 | 04383 | DAVIDSON, GRACE KINZEY | 0.00 | 4,114.60 |
| 186170 | 1/5/2024 | 05262 | FOX, TRACIE LYNNE | 0.00 | 3,080.16 |
| 186171 | 1/5/2024 | 03448 | HATFIELD, AMANDA M | 0.00 | 5,398.84 |
| 186172 | 1/5/2024 | 05200 | SEVERSON, ABIGAIL ANN | 0.00 | 3,134.94 |

# Payroll Final Check List

**BENTON COUNTY**

**12/01/2023 to 12/31/2023- Type 1 Cycle bc**



**Bank: keydd - KEY BANK**

| Check # | Date | Employee # | Name | Check Amt | Direct Deposit |
|---|---|---|---|---|---|
| 186173 | 1/5/2024 | 04000 | TORRES, GERARDO JERRY | 0.00 | 4,495.61 |
| 186174 | 1/5/2024 | 05300 | BROWN, DIANA ELAINE | 0.00 | 4,782.70 |
| 186175 | 1/5/2024 | 05367 | COX, ALEXANDER KURTIS | 0.00 | 3,268.09 |
| 186176 | 1/5/2024 | 05261 | FRENCH, THOMAS EDWARD | 0.00 | 8,330.30 |
| 186177 | 1/5/2024 | 04746 | POND, CHRISTOPHER JOHN | 0.00 | 3,937.35 |
| 186178 | 1/5/2024 | 05284 | RODRIGUEZ, JORGE H | 0.00 | 6,163.59 |
| 186179 | 1/5/2024 | 05345 | BENNETT, DUANE LEE | 0.00 | 3,557.51 |
| 186180 | 1/5/2024 | 03713 | JONES, THOMAS JEFFEREY | 0.00 | 6,289.12 |
| 186181 | 1/5/2024 | 05351 | MARINO, ANTHONY JAMES | 0.00 | 3,129.85 |
| 186182 | 1/5/2024 | 04060 | MATTHEWS, GARY R | 0.00 | 5,843.41 |
| 186183 | 1/5/2024 | 04545 | NEWELL, TRACY ALLEN | 0.00 | 4,741.92 |
| 186184 | 1/5/2024 | 05265 | PEVEY, STEVEN RAY | 0.00 | 2,947.00 |
| 186185 | 1/5/2024 | 05364 | RIVERA, ALEX | 0.00 | 3,494.19 |
| 186186 | 1/5/2024 | 04853 | SEE, THOMAS WAYNE | 0.00 | 3,468.17 |
| 186187 | 1/5/2024 | 05344 | STANLEY, TYSEN SCOTT | 0.00 | 2,879.54 |
| 186188 | 1/5/2024 | 05355 | STEPHENS, JAY W | 0.00 | 3,362.06 |
| 186189 | 1/5/2024 | 04529 | VAN DEVENTER, JOHN | 0.00 | 3,467.62 |
| 186190 | 1/5/2024 | 02968 | WAGGONER, DANIEL CHARLES | 0.00 | 6,156.36 |
| 186191 | 1/5/2024 | 05259 | DIAZ, RUTH YESSICA | 0.00 | 3,351.34 |
| 186192 | 1/5/2024 | 05277 | LEFEBURE, JOHN W | 0.00 | 3,391.80 |
| 186193 | 1/5/2024 | 05227 | CALDWELL, ANNESLEY NOEL | 0.00 | 3,574.80 |
| 186194 | 1/5/2024 | 00284 | CALDWELL, GLORIA | 0.00 | 3,518.00 |
| 186195 | 1/5/2024 | 05096 | COBURN, TARA MARIE | 0.00 | 3,530.47 |
| 186196 | 1/5/2024 | 05301 | CONTRERAS, LUCY ANN | 0.00 | 2,849.90 |
| 186197 | 1/5/2024 | 05054 | DEROOS, DIANA PATRICIA | 0.00 | 2,862.85 |
| 186198 | 1/5/2024 | 03872 | ERICKSON, MARIA L | 0.00 | 4,456.11 |
| 186199 | 1/5/2024 | 02050 | HORTON, DEENA R | 0.00 | 4,360.54 |
| 186200 | 1/5/2024 | 02766 | LUCATERO, NIRIA DALILA | 0.00 | 2,360.44 |
| 186201 | 1/5/2024 | 05230 | PEDERSON, HAYLIE DEANNE | 0.00 | 2,773.29 |
| 186202 | 1/5/2024 | 05160 | PEDERSON, PAXTON DONALD | 0.00 | 3,181.64 |
| 186203 | 1/5/2024 | 05285 | PENA, DANIELLE TAYLOR | 0.00 | 3,253.16 |
| 186204 | 1/5/2024 | 05192 | RAMIREZ, MAGALI | 0.00 | 3,171.47 |
| 186205 | 1/5/2024 | 02261 | SULLIVAN, KYLE ROBERT | 0.00 | 7,616.12 |
| 186206 | 1/5/2024 | 05009 | GILMOUR, ANGELA DEAN | 0.00 | 3,210.89 |
| 186207 | 1/5/2024 | 05360 | JENKINS, WAYNE | 0.00 | 4,901.55 |
| 186208 | 1/5/2024 | 05365 | MEDINA, ARACELI | 0.00 | 2,839.66 |
| 186209 | 1/5/2024 | 00910 | CAUGHEY, STEPHEN LEE | 0.00 | 4,906.88 |
| 186210 | 1/5/2024 | 02712 | CHRISTEN, MARY JEANETTE | 0.00 | 4,900.44 |

# Payroll Final Check List

**BENTON COUNTY**

**12/01/2023 to 12/31/2023- Type 1 Cycle bc**



**Bank: keydd - KEY BANK**

| Check # | Date | Employee # | Name | Check Amt | Direct Deposit |
|---|---|---|---|---|---|
| 186211 | 1/5/2024 | 02354 | DUFAULT, TAMARA ANN | 0.00 | 4,183.40 |
| 186212 | 1/5/2024 | 05245 | BOOGAARD, RUTH ELLEN | 0.00 | 3,728.11 |
| 186213 | 1/5/2024 | 04745 | HAMBY, DAVID JOSEPH | 0.00 | 4,887.12 |
| 186214 | 1/5/2024 | 03949 | LOCKHAVEN, KIP M | 0.00 | 3,819.06 |
| 186215 | 1/5/2024 | 05350 | MORALES, JAVIER | 0.00 | 192.52 |
| 186216 | 1/5/2024 | 02960 | GRALL, TROY A | 0.00 | 5,142.84 |
| 186217 | 1/5/2024 | 05299 | ABARCA V, OMAR URIEL | 0.00 | 5,289.68 |
| 186218 | 1/5/2024 | 03915 | ADAMS, CHRISTINE P | 0.00 | 3,702.34 |
| 186219 | 1/5/2024 | 05060 | AGUILAR, NATALY IZABEL | 0.00 | 3,901.79 |
| 186220 | 1/5/2024 | 05331 | ALEJANDRE, IVAN ZARAGOZA | 0.00 | 288.79 |
| 186221 | 1/5/2024 | 02725 | ARDAMICA, KAREN ANN | 0.00 | 1,446.12 |
| 186222 | 1/5/2024 | 02287 | BAKER, JOSEPH W | 0.00 | 4,519.68 |
| 186223 | 1/5/2024 | 05416 | BONNEY, ASHLEY BLYTHE | 0.00 | 270.88 |
| 186224 | 1/5/2024 | 03259 | BROWN, LINDA MAE | 0.00 | 4,141.81 |
| 186225 | 1/5/2024 | 02696 | BUECHLER, DANIEL JOSPEH | 0.00 | 3,324.26 |
| 186226 | 1/5/2024 | 04264 | CALLENDER, LISA LORRAINE | 0.00 | 4,465.55 |
| 186227 | 1/5/2024 | 03962 | CALLIES, ERIN MARIE | 0.00 | 4,777.08 |
| 186228 | 1/5/2024 | 05422 | CLARK, TIFFANY LANE | 0.00 | 2,955.55 |
| 186229 | 1/5/2024 | 00559 | DAVIDSON, SHEILA SITES | 0.00 | 5,469.62 |
| 186230 | 1/5/2024 | 05428 | ECHEVERRIA BAUTISTA JR, JOSE L | 0.00 | 3,025.82 |
| 186231 | 1/5/2024 | 05223 | ESPIRITU DE LA MORA, CRISTIAN | 0.00 | 3,266.83 |
| 186232 | 1/5/2024 | 03497 | GARCIA, CRYSTAL MARIE | 0.00 | 4,655.82 |
| 186233 | 1/5/2024 | 03268 | GARCIA, ROSA ICELA | 0.00 | 4,610.80 |
| 186234 | 1/5/2024 | 05058 | GRAY, JILL LIBBY | 0.00 | 3,334.69 |
| 186235 | 1/5/2024 | 02348 | HERNANDEZ JR, CORNELIO | 0.00 | 5,121.23 |
| 186236 | 1/5/2024 | 04823 | HODGES, KARLEE RUTH | 0.00 | 68.17 |
| 186237 | 1/5/2024 | 02565 | KELLEY, KATHLEEN ERIN | 0.00 | 5,498.89 |
| 186238 | 1/5/2024 | 04237 | KELLEY, KELLEY LANE | 0.00 | 870.06 |
| 186239 | 1/5/2024 | 05176 | KLESHCHOVA, TETIANA | 0.00 | 3,249.19 |
| 186240 | 1/5/2024 | 00483 | LATIMER, TAMSEN | 0.00 | 5,605.99 |
| 186241 | 1/5/2024 | 05247 | LOBODA, ALEKSANDR | 0.00 | 3,754.88 |
| 186242 | 1/5/2024 | 03751 | LOPEZ, JORGE | 0.00 | 4,968.21 |
| 186243 | 1/5/2024 | 02996 | MARKHAM, TIMOTHY ALAN | 0.00 | 6,470.81 |
| 186244 | 1/5/2024 | 05359 | MARQUEZ, JASMINE | 0.00 | 3,727.58 |
| 186245 | 1/5/2024 | 02868 | MERCADO JR, GERALDO VARA | 0.00 | 7,241.63 |
| 186246 | 1/5/2024 | 02995 | MILLER, LORRAINE LOUISE | 0.00 | 3,578.78 |
| 186247 | 1/5/2024 | 05194 | MONTES JR, WILFRIDO | 0.00 | 3,922.24 |
| 186248 | 1/5/2024 | 05435 | MOORE, DERIC THOMAS | 0.00 | 802.18 |

# Payroll Final Check List

**BENTON COUNTY**

**12/01/2023 to 12/31/2023- Type 1 Cycle bc**



**Bank: keydd - KEY BANK**

| Check # | Date | Employee # | Name | Check Amt | Direct Deposit |
|---|---|---|---|---|---|
| 186249 | 1/5/2024 | 05224 | MORRIS, CREW BRANDT | 0.00 | 4,961.09 |
| 186250 | 1/5/2024 | 05328 | OROZCO, BRENDA | 0.00 | 3,102.50 |
| 186251 | 1/5/2024 | 04870 | PACHECO MENDIZABAL, MARIA T | 0.00 | 4,103.95 |
| 186252 | 1/5/2024 | 02240 | PEREZ, YVONNE RODRIGUEZ | 0.00 | 3,303.05 |
| 186253 | 1/5/2024 | 04836 | PERKINS JR, JW | 0.00 | 4,542.39 |
| 186254 | 1/5/2024 | 02550 | PEYTON, JONATHAN CHARLES | 0.00 | 4,322.61 |
| 186255 | 1/5/2024 | 05095 | ROSBACH, MARK ALLAN THOMAS | 0.00 | 4,540.54 |
| 186256 | 1/5/2024 | 02342 | RUELAS JR, RUDY | 0.00 | 6,554.06 |
| 186257 | 1/5/2024 | 05010 | SADDLER, CASEY PHILIP | 0.00 | 4,134.00 |
| 186258 | 1/5/2024 | 02757 | SILVAS, POLLY JANE | 0.00 | 354.17 |
| 186259 | 1/5/2024 | 04607 | SOBERANES, RAFAEL TELLEZ | 0.00 | 4,615.23 |
| 186260 | 1/5/2024 | 03139 | STANKOVICH, JEFFREY MICHAEL | 0.00 | 5,049.70 |
| 186261 | 1/5/2024 | 05196 | STEPHENS, DUSTIN SCOTT | 0.00 | 3,921.85 |
| 186262 | 1/5/2024 | 05314 | THORNTON, BEATRICE OLIVIA | 0.00 | 3,777.30 |
| 186263 | 1/5/2024 | 03815 | TORREY, JONATHAN E | 0.00 | 5,952.13 |
| 186264 | 1/5/2024 | 02282 | VANCE, CAROL ANN | 0.00 | 4,781.17 |
| 186265 | 1/5/2024 | 00537 | WHEELER, DAVID | 0.00 | 5,024.02 |
| 186266 | 1/5/2024 | 04309 | YOUNG, ANDREW EVAN | 0.00 | 3,929.73 |
| 186267 | 1/5/2024 | 04869 | CONE, JACOB STEVEN | 0.00 | 3,296.91 |
| 186268 | 1/5/2024 | 00461 | GOMEZ JR, RAMIRO A | 0.00 | 3,601.11 |
| 186269 | 1/5/2024 | 02080 | GUAJARDO, SHAWN MICHAEL | 0.00 | 3,045.32 |
| 186270 | 1/5/2024 | 03873 | NOYOLA JR, NAT | 0.00 | 2,868.81 |
| 186271 | 1/5/2024 | 03143 | OVERVOLD, KRISTIN JOY | 0.00 | 4,152.76 |
| 186272 | 1/5/2024 | 05336 | RODRIGUEZ, ELIZABETH RAMOS | 0.00 | 2,957.22 |
| 186273 | 1/5/2024 | 04708 | ROSKE, BRITTNEY | 0.00 | 4,249.93 |
| 186274 | 1/5/2024 | 04651 | TROMBLEY, MICHELLE TOBIN | 0.00 | 566.28 |
| 186275 | 1/5/2024 | 03004 | COATES-TRAVER, KAYLIE DAWN | 0.00 | 4,619.46 |
| 186276 | 1/5/2024 | 03723 | LUCE, PATRICK N | 0.00 | 5,355.71 |
| 186277 | 1/5/2024 | 04224 | PECK, CALEB B | 0.00 | 5,652.82 |
| 186278 | 1/5/2024 | 00901 | REYNOLDS, HEATHER D | 0.00 | 3,424.54 |
| 186279 | 1/5/2024 | 03916 | ROSALES, DARBY MARIA ESCALERA | 0.00 | 2,391.59 |
| 186280 | 1/5/2024 | 04262 | SCRIMSHER, SKYLER WAYNE | 0.00 | 4,728.68 |
| 186281 | 1/5/2024 | 05263 | TOEBE, JENNIFER ELLEN | 0.00 | 3,302.27 |
| 186282 | 1/5/2024 | 02308 | AYRES, AMY LYNN | 0.00 | 3,003.12 |
| 186283 | 1/5/2024 | 04267 | MUAI, MICHAEL AARON | 0.00 | 4,794.16 |
| 186284 | 1/5/2024 | 05244 | ALEXANDER, MICHELLE M | 0.00 | 7,361.71 |
| 186285 | 1/5/2024 | 04768 | DOW, CHARLES HENRY | 0.00 | 10,616.97 |
| 186286 | 1/5/2024 | 05394 | DOWNER, LUCAS GLEN | 0.00 | 7,524.44 |

# Payroll Final Check List

**BENTON COUNTY**

**12/01/2023 to 12/31/2023- Type 1 Cycle bc**



**Bank: keydd - KEY BANK**

| Check # | Date | Employee # | Name | Check Amt | Direct Deposit |
|---|---|---|---|---|---|
| 186287 | 1/5/2024 | 03627 | GERRY, DENISE GAY | 0.00 | 6,078.60 |
| 186288 | 1/5/2024 | 05401 | HAZELTON, JESSICA TALITHA | 0.00 | 5,027.58 |
| 186289 | 1/5/2024 | 03596 | KILLGORE, MEGAN ANN | 0.00 | 7,530.21 |
| 186290 | 1/5/2024 | 05321 | BENCE, BRENNAN PARKER | 0.00 | 3,553.91 |
| 186291 | 1/5/2024 | 04863 | MOORE, JENNIFER MICHELLE | 0.00 | 3,969.60 |
| 186292 | 1/5/2024 | 05282 | STONE, BROCK THOMAS | 0.00 | 4,375.00 |
| 186293 | 1/5/2024 | 05305 | SUAREZ LEYVA, DANNA MICHAEL | 0.00 | 2,613.66 |
| 186294 | 1/5/2024 | 05404 | BROWN, ANDREA PAIGE | 0.00 | 2,408.30 |
| 186295 | 1/5/2024 | 05294 | FLOWERS, HEATHER JOY | 0.00 | 4,602.96 |
| 186296 | 1/5/2024 | 05384 | HENRY, DEVON NICOLE | 0.00 | 3,338.03 |
| 186297 | 1/5/2024 | 05291 | NAVE, CARLEE ANN | 0.00 | 8,677.75 |
| 186298 | 1/5/2024 | 05271 | WYANT, ERIC COLEMAN | 0.00 | 5,456.76 |
| 186299 | 1/5/2024 | 05353 | GOMEZ, BONNIE LOUISE | 0.00 | 2,044.35 |
| 186300 | 1/5/2024 | 05149 | KOERNER, ELIZABETH MARIE | 0.00 | 4,084.38 |
| 186301 | 1/5/2024 | 05352 | RELYEA, NICOLE SELENE | 0.00 | 3,417.52 |
| 186302 | 1/5/2024 | 05002 | WATTS, ANDREA SUZANNE | 0.00 | 4,447.09 |
| 186303 | 1/5/2024 | 04654 | WENDT, GREGORY J | 0.00 | 5,793.05 |
| 186304 | 1/5/2024 | 04165 | WILSON JR, DALE E | 0.00 | 4,917.80 |
| 186305 | 1/5/2024 | 00116 | HUTCHINSON, DONNA J | 0.00 | 3,903.85 |
| 186306 | 1/5/2024 | 04466 | MERCER, MICHELLE LYNN | 0.00 | 4,273.21 |
| 186307 | 1/5/2024 | 02517 | FINKBEINER, MARK LEON | 0.00 | 4,101.07 |
| 186308 | 1/5/2024 | 04662 | ROBISON, CARSON KENT | 0.00 | 2,452.82 |
| 186309 | 1/5/2024 | 04880 | DURAN, BRITTANEE DAWN | 0.00 | 3,032.82 |
| 186310 | 1/5/2024 | 04685 | ASHLEY, TORI LYNE | 0.00 | 3,337.91 |
| 186311 | 1/5/2024 | 05349 | AULTMAN, JEFFREY JOHN | 0.00 | 10,012.15 |
| 186312 | 1/5/2024 | 00125 | BADDLEY, VIRGINIA MARIE | 0.00 | 6,424.42 |
| 186313 | 1/5/2024 | 05425 | BITTON, MAYA GAYLE | 0.00 | 2,041.71 |
| 186314 | 1/5/2024 | 02207 | BLOOR, TERRY J | 0.00 | 9,120.56 |
| 186315 | 1/5/2024 | 01930 | BROWN, RYAN KELLY | 0.00 | 6,590.75 |
| 186316 | 1/5/2024 | 05101 | CASTELLANO, JORDAN CATHERINE | 0.00 | 5,095.85 |
| 186317 | 1/5/2024 | 04288 | CHAU, ANNIE XIAOPENG | 0.00 | 6,234.34 |
| 186318 | 1/5/2024 | 04432 | CLARK, ANDREW J | 0.00 | 7,063.67 |
| 186319 | 1/5/2024 | 04479 | CLARK, TAYLOR ANN | 0.00 | 7,074.32 |
| 186320 | 1/5/2024 | 04010 | EISINGER, ERIC B | 0.00 | 12,621.65 |
| 186321 | 1/5/2024 | 02810 | FARABEE, ADRIENNE | 0.00 | 6,085.88 |
| 186322 | 1/5/2024 | 04485 | FRALEY, CLARISSA MARIE | 0.00 | 5,674.91 |
| 186323 | 1/5/2024 | 05190 | GONZALEZ, ALONDRA LIZETH | 0.00 | 2,980.34 |
| 186324 | 1/5/2024 | 05253 | GRANDGEORGE, TYLER CHRISTIAN | 0.00 | 4,561.50 |

# Payroll Final Check List

**BENTON COUNTY**

**12/01/2023 to 12/31/2023- Type 1 Cycle bc**



**Bank: keydd - KEY BANK**

| Check # | Date | Employee # | Name | Check Amt | Direct Deposit |
|---|---|---|---|---|---|
| 186325 | 1/5/2024 | 04128 | HALLMAN, TAYLOR RAEANNE | 0.00 | 3,976.85 |
| 186326 | 1/5/2024 | 04051 | HALLSTROM, STEPHEN JOHN | 0.00 | 17,089.01 |
| 186327 | 1/5/2024 | 02431 | HANLON, TAMARA ANN | 0.00 | 160.53 |
| 186328 | 1/5/2024 | 05371 | HOLT, LEEANN MING YEE | 0.00 | 5,839.45 |
| 186329 | 1/5/2024 | 04614 | HOUCK, HOPE CAROLINE SUZETTA | 0.00 | 5,224.24 |
| 186330 | 1/5/2024 | 05173 | LEAVITT, MELYSSA MAE | 0.00 | 2,956.69 |
| 186331 | 1/5/2024 | 04505 | LILLY, JOSHUA JAMES | 0.00 | 6,140.30 |
| 186332 | 1/5/2024 | 02432 | LONG, JULIE ELIZABETH | 0.00 | 9,687.02 |
| 186333 | 1/5/2024 | 05335 | MARTINEZ BIRRUETA, MARTHA B | 0.00 | 2,886.01 |
| 186334 | 1/5/2024 | 04415 | MASSEY, ALICIA RAYE | 0.00 | 4,908.93 |
| 186335 | 1/5/2024 | 05308 | MCALOON, STEPHANIE | 0.00 | 5,863.83 |
| 186336 | 1/5/2024 | 05357 | MORENO, FELICITAS MARGARITA | 0.00 | 2,250.91 |
| 186337 | 1/5/2024 | 02687 | MURSTIG, MARTHA ELIZABETH | 0.00 | 5,271.24 |
| 186338 | 1/5/2024 | 05073 | MURSTIG, RACHEL LYNN | 0.00 | 2,751.05 |
| 186339 | 1/5/2024 | 05346 | NAVARRETE-ALBINO, GABRIELA | 0.00 | 2,972.87 |
| 186340 | 1/5/2024 | 04665 | NYE, JAIMI JO | 0.00 | 4,465.64 |
| 186341 | 1/5/2024 | 05286 | PARKER, CHELSEA ELIZABETH | 0.00 | 5,334.94 |
| 186342 | 1/5/2024 | 04648 | PENA, ISRAELEE TABITHA | 0.00 | 4,872.08 |
| 186343 | 1/5/2024 | 03048 | PETRA, ANITA ISABELLE | 0.00 | 5,812.27 |
| 186344 | 1/5/2024 | 01900 | POCHERT, CHERYL LEANN | 0.00 | 5,709.31 |
| 186345 | 1/5/2024 | 05264 | RISER, JEREMY M | 0.00 | 5,132.31 |
| 186346 | 1/5/2024 | 03818 | ROBEY, RAINEE D | 0.00 | 4,077.06 |
| 186347 | 1/5/2024 | 04898 | SEGOVIA SALGADO, ANA KAREN | 0.00 | 5,335.44 |
| 186348 | 1/5/2024 | 05389 | SEMPEL, BROOKE WILLOW | 0.00 | 6,029.94 |
| 186349 | 1/5/2024 | 02767 | SKEELS, TIMOTHY ALLEN | 0.00 | 5,304.10 |
| 186350 | 1/5/2024 | 05338 | TAPIA, JEANETTE | 0.00 | 0.00 |
| 186351 | 1/5/2024 | 05090 | UMEMOTO, MADISON LEEANN | 0.00 | 3,911.80 |
| 186352 | 1/5/2024 | 05110 | WARREN, JESSICA SHANNON | 0.00 | 3,613.75 |
| 186353 | 1/5/2024 | 05100 | WHISMAN, KARLEY ANNE | 0.00 | 5,759.84 |
| 186354 | 1/5/2024 | 05229 | GOMEZ, CATALINA VALENCIA | 0.00 | 3,086.65 |
| 186355 | 1/5/2024 | 04291 | REYNOLDS, DESIREE RENEA | 0.00 | 4,337.26 |
| 186356 | 1/5/2024 | 05097 | SALLEE, MIKAYLA KRISTY | 0.00 | 4,120.46 |
| 186357 | 1/5/2024 | 05089 | ARROYO, CORNELIO | 0.00 | 3,165.27 |
| 186358 | 1/5/2024 | 05410 | HOLBROOK, HOLAI LU | 0.00 | 7,502.44 |
| 186359 | 1/5/2024 | 04689 | JONES, HEATHER LYN | 0.00 | 4,639.93 |
| 186360 | 1/5/2024 | 03437 | LEMOS, ALMA | 0.00 | 5,329.13 |
| 186361 | 1/5/2024 | 03707 | MCROBERTS, KRISTIN MARIE | 0.00 | 9,861.35 |
| 186362 | 1/5/2024 | 05325 | MORALES, MICHELLE L | 0.00 | 7,793.99 |

# Payroll Final Check List

**BENTON COUNTY**

**12/01/2023 to 12/31/2023- Type 1 Cycle bc**



**Bank: keydd - KEY BANK**

| Check # | Date | Employee # | Name | Check Amt | Direct Deposit |
|---|---|---|---|---|---|
| 186363 | 1/5/2024 | 04476 | MURPHY, DEMETRA ROCHELLE | 0.00 | 4,352.34 |
| 186364 | 1/5/2024 | 04753 | RISLEY, MEAGHAN KATHRINE | 0.00 | 3,863.65 |
| 186365 | 1/5/2024 | 04475 | ROEHM, BRITTNIE ELIZABETH | 0.00 | 6,793.70 |
| 186366 | 1/5/2024 | 03666 | SIEFKEN, BRENDAN M | 0.00 | 7,289.47 |
| 186367 | 1/5/2024 | 04394 | GODINEZ, SONIA | 0.00 | 4,842.97 |
| 186368 | 1/5/2024 | 02352 | WOLF, FRANCIS JOSEPH | 0.00 | 3,772.34 |
| 186369 | 1/5/2024 | 04332 | BERRY, SHELA JASMINE | 0.00 | 5,107.38 |
| 186370 | 1/5/2024 | 05170 | MAHONEY, MATT F | 0.00 | 8,359.90 |
| 186371 | 1/5/2024 | 04841 | KILLMAN, JUSTIN S | 0.00 | 3,289.62 |
| 186372 | 1/5/2024 | 05003 | ROBERTS, JACOB JOSEPH | 0.00 | 2,241.19 |
| 186373 | 1/5/2024 | 02021 | ROCHLEAU, KEN CRAIG | 0.00 | 3,428.54 |
| 186374 | 1/5/2024 | 03867 | ZAMORA, MICHEAL J | 0.00 | 5,015.74 |
| 186375 | 1/5/2024 | 03202 | MCGHAN, MICHAEL LAVERN | 0.00 | 6,373.34 |
| 186376 | 1/5/2024 | 05343 | KRANTZ, DYLAN RYAN | 0.00 | 2,473.10 |
| 186377 | 1/5/2024 | 05001 | MALLEY, BRIAN L | 0.00 | 3,095.35 |
| 186378 | 1/5/2024 | 03364 | MATA, TONI RENEE | 0.00 | 3,567.61 |
| 186379 | 1/5/2024 | 03209 | MAYFIELD, JACLYN LEE | 0.00 | 4,119.51 |
| 186380 | 1/5/2024 | 05436 | BERRY, KURT M | 0.00 | 3,454.33 |
| 186381 | 1/5/2024 | 02799 | CURTIS, NICHOLAS VANCE | 0.00 | 4,410.17 |
| 186382 | 1/5/2024 | 04243 | DAVIS, VOLNEY T | 0.00 | 3,585.74 |
| 186383 | 1/5/2024 | 01241 | DEINES, RUSSELL JAY | 0.00 | 3,519.90 |
| 186384 | 1/5/2024 | 02965 | ELSTON, WAYNE JEFFREY | 0.00 | 4,050.20 |
| 186385 | 1/5/2024 | 03903 | KUCH, JASON MICHAEL | 0.00 | 3,775.17 |
| 186386 | 1/5/2024 | 04887 | MCDANIEL, DYLAN BRIAN | 0.00 | 3,764.04 |
| 186387 | 1/5/2024 | 04323 | MCMULLEN, RYAN MICHAEL | 0.00 | 3,932.54 |
| 186388 | 1/5/2024 | 05086 | MORA JR, FRANKIE VINCENT | 0.00 | 3,925.35 |
| 186389 | 1/5/2024 | 04807 | SHORT, JOSEPH W | 0.00 | 4,408.02 |
| 186390 | 1/5/2024 | 02963 | SNYDER, JAMES RAY | 0.00 | 3,237.90 |
| 186391 | 1/5/2024 | 04846 | ZUNKER, ZAKERY A | 0.00 | 2,167.98 |
| 186392 | 1/5/2024 | 02692 | BOVEE, ALLAN SCOTT | 0.00 | 3,992.20 |
| 186393 | 1/5/2024 | 05136 | CASILLAS, ESTELA | 0.00 | 3,679.84 |
| 186394 | 1/5/2024 | 00366 | ELLEDGE, RICHARD SHANE | 0.00 | 5,397.57 |
| 186395 | 1/5/2024 | 04520 | HATFIELD, TAVIS CRAIG | 0.00 | 4,536.77 |
| 186396 | 1/5/2024 | 03925 | LINER, JEFFREY ALAN | 0.00 | 4,264.97 |
| 186397 | 1/5/2024 | 00893 | PERSINGER, ALLEN WESLEY | 0.00 | 4,582.52 |
| 186398 | 1/5/2024 | 03662 | RAWLINGS, CLAYTON L | 0.00 | 5,192.40 |
| 186399 | 1/5/2024 | 04843 | RODRIGUES WOODS, CRISTINA I | 0.00 | 6,340.63 |
| 186400 | 1/5/2024 | 05033 | HAZZARD, BRIAN JAMES | 0.00 | 3,875.76 |

# Payroll Final Check List

**BENTON COUNTY**

**12/01/2023 to 12/31/2023- Type 1 Cycle bc**



**Bank: keydd - KEY BANK**

| Check # | Date | Employee # | Name | Check Amt | Direct Deposit |
|---|---|---|---|---|---|
| 186401 | 1/5/2024 | 04212 | THOMAS, ANDREW CATON | 0.00 | 3,562.52 |
| 186402 | 1/5/2024 | 04187 | HAMLIN, DARRIN R | 0.00 | 5,575.84 |
| 186403 | 1/5/2024 | 04752 | HESTER, JAMES D | 0.00 | 4,125.65 |
| 186404 | 1/5/2024 | 04477 | SMITH, WINSTON LEVI | 0.00 | 4,511.92 |
| 186405 | 1/5/2024 | 04257 | ALLINGTON, JUSTIN LEE | 0.00 | 3,529.81 |
| 186406 | 1/5/2024 | 05376 | BYRNE, BRIAN NOBLE | 0.00 | 3,770.04 |
| 186407 | 1/5/2024 | 05022 | COX, TEEGAN WILLIAM | 0.00 | 3,535.69 |
| 186408 | 1/5/2024 | 00913 | IRBY, DONNY RAY | 0.00 | 4,330.18 |
| 186409 | 1/5/2024 | 04777 | ROESLI, JEFFREY ANTON | 0.00 | 3,541.98 |
| 186410 | 1/5/2024 | 04673 | SCHWARTZ, WILEY LAWRENCE | 0.00 | 4,075.18 |
| 186411 | 1/5/2024 | 05377 | WHITE, TAYLOR JAMES | 0.00 | 4,592.42 |
| 186412 | 1/5/2024 | 04886 | RAVER, SCOTT A | 0.00 | 4,407.19 |
| 186413 | 1/5/2024 | 00657 | CROSKREY, THOMAS J | 0.00 | 7,641.21 |
| 186414 | 1/5/2024 | 05216 | FLINK, MARY ELIZABETH | 0.00 | 3,294.86 |
| 186415 | 1/5/2024 | 04825 | FOLTA, ELENA | 0.00 | 3,614.54 |
| 186416 | 1/5/2024 | 04760 | GILLIES, KATIE LYNN | 0.00 | 5,710.71 |
| 186417 | 1/5/2024 | 05322 | GLASSCOCK, CHARLES G | 0.00 | 3,297.48 |
| 186418 | 1/5/2024 | 02076 | LAW, JON | 0.00 | 9,737.43 |
| 186419 | 1/5/2024 | 05293 | MILLER, RACHEL L | 0.00 | 3,328.15 |
| 186420 | 1/5/2024 | 05403 | CLARK, JORDYN ANN | 0.00 | 2,289.12 |
| 186421 | 1/5/2024 | 05249 | MENDOZA-ORTIZ, CINDY | 0.00 | 2,316.65 |
| 186422 | 1/5/2024 | 05145 | MIRUS, KAYLA ANN | 0.00 | 3,793.98 |
| 186423 | 1/5/2024 | 05214 | MURILLO, TIFFANY KAYE | 0.00 | 3,072.08 |
| 186424 | 1/5/2024 | 05366 | OROZCO, VERENICE | 0.00 | 2,685.11 |
| 186425 | 1/5/2024 | 05221 | VALLADARES, AALIYAH MARYAH | 0.00 | 2,151.96 |
| 186426 | 1/5/2024 | 05242 | BARRETO BENTO, THIAGO | 0.00 | 3,699.03 |
| 186427 | 1/5/2024 | 03235 | BENITEZ, JEAN-PAUL | 0.00 | 9,021.74 |
| 186428 | 1/5/2024 | 04680 | BOEHNING, CAMERON DWAYNE | 0.00 | 8,554.56 |
| 186429 | 1/5/2024 | 04893 | BOWEN, TIFFANY MARIE | 0.00 | 6,668.04 |
| 186430 | 1/5/2024 | 05127 | BRECKENRIDGE, EDIE JANE | 0.00 | 5,028.10 |
| 186431 | 1/5/2024 | 02316 | CANTU, LEANDRO D | 0.00 | 8,433.29 |
| 186432 | 1/5/2024 | 05226 | CARDOSO, GUSTAVO | 0.00 | 6,647.37 |
| 186433 | 1/5/2024 | 05182 | CARNEAU, MCKAY JAMES | 0.00 | 1,745.75 |
| 186434 | 1/5/2024 | 03152 | CLARK II, MICHAEL JON | 0.00 | 9,803.50 |
| 186435 | 1/5/2024 | 04349 | CLOSSEY, MICHAEL LEONARD | 0.00 | 5,870.60 |
| 186436 | 1/5/2024 | 04528 | CONNER, CLIFTON J | 0.00 | 7,192.02 |
| 186437 | 1/5/2024 | 05431 | COUCH, JENNIFER LEIGH | 0.00 | 5,167.46 |
| 186438 | 1/5/2024 | 05186 | DAWSON, NATHANIEL RAY | 0.00 | 5,993.56 |

# Payroll Final Check List

**BENTON COUNTY**

**12/01/2023 to 12/31/2023- Type 1 Cycle bc**



**Bank: keydd - KEY BANK**

| Check # | Date | Employee # | Name | Check Amt | Direct Deposit |
|---|---|---|---|---|---|
| 186439 | 1/5/2024 | 03456 | DENOMA RAMOS, MICHAEL DEAN | 0.00 | 6,306.21 |
| 186440 | 1/5/2024 | 03537 | FLOHR, ADAM N | 0.00 | 6,514.84 |
| 186441 | 1/5/2024 | 05032 | FORSBERG, LUCAS SHAAN | 0.00 | 8,353.32 |
| 186442 | 1/5/2024 | 03093 | GARCIA, JORGE | 0.00 | 6,765.73 |
| 186443 | 1/5/2024 | 05392 | GEIL, JOSEPH ROBERT | 0.00 | 6,922.90 |
| 186444 | 1/5/2024 | 04186 | GERRY, JUSTIN C | 0.00 | 6,976.79 |
| 186445 | 1/5/2024 | 04335 | GRIFFIN, NATALIE JO | 0.00 | 5,866.70 |
| 186446 | 1/5/2024 | 04905 | HART, PAYTEN RILEY | 0.00 | 0.00 |
| 186447 | 1/5/2024 | 04667 | HERNANDEZ, IVAN | 0.00 | 4,522.37 |
| 186448 | 1/5/2024 | 03144 | HOLLENBECK, DOUGLAS C | 0.00 | 5,889.73 |
| 186449 | 1/5/2024 | 04418 | HULL, RYAN T | 0.00 | 21.23 |
| 186450 | 1/5/2024 | 03893 | JECH, JERRAD D | 0.00 | 6,867.81 |
| 186451 | 1/5/2024 | 03336 | LARSON, GRANT MICHAEL | 0.00 | 7,072.41 |
| 186452 | 1/5/2024 | 04404 | LORENZ, LOUIS RYAN | 0.00 | 10,622.25 |
| 186453 | 1/5/2024 | 04739 | LOYD, RANDY JAMES | 0.00 | 5,967.69 |
| 186454 | 1/5/2024 | 02426 | MAGNUSON, ERIK GERARD | 0.00 | 7,575.46 |
| 186455 | 1/5/2024 | 04131 | MARTINEZ III, ANTONIO | 0.00 | 8,234.05 |
| 186456 | 1/5/2024 | 02409 | MCDERMOTT, MIKE | 0.00 | 8,025.85 |
| 186457 | 1/5/2024 | 05255 | MCGEHEE, NATHAN COLE | 0.00 | 7,180.40 |
| 186458 | 1/5/2024 | 05315 | MCMILLAN, LIAM DARYHA | 0.00 | 3,916.16 |
| 186459 | 1/5/2024 | 05358 | MORFIN, EFREN G | 0.00 | 5,804.38 |
| 186460 | 1/5/2024 | 04892 | MULVANEY, NOLAN P | 0.00 | 8,486.01 |
| 186461 | 1/5/2024 | 05133 | ORTEGA, JONATHAN ISSAC | 0.00 | 6,198.95 |
| 186462 | 1/5/2024 | 04408 | PEREZ, ELIAS | 0.00 | 8,299.16 |
| 186463 | 1/5/2024 | 04780 | PERRY, DEAN SCOTT | 0.00 | 125.70 |
| 186464 | 1/5/2024 | 04814 | ROBERTS, CODY GENE | 0.00 | 6,196.40 |
| 186465 | 1/5/2024 | 03225 | RODRICK, EMAN DAVID | 0.00 | 6,878.09 |
| 186466 | 1/5/2024 | 03474 | SUAREZ, ABEL | 0.00 | 7,296.48 |
| 186467 | 1/5/2024 | 02522 | SURPLUS, SCOTT LEE | 0.00 | 7,516.63 |
| 186468 | 1/5/2024 | 04773 | WOODY, TANNER AUSTIN | 0.00 | 6,019.99 |
| 186469 | 1/5/2024 | 05152 | KRONER, MITCHEL JOE | 0.00 | 7,285.00 |
| 186470 | 1/5/2024 | 03860 | MCDERMOTT, STEVEN F | 0.00 | 6,418.64 |
| 186471 | 1/5/2024 | 03436 | OHLER, BRIAN MICHAEL | 0.00 | 6,585.96 |
| 186472 | 1/5/2024 | 03240 | SURPLUS, BRUCE DEAN | 0.00 | 7,778.47 |
| 186473 | 1/5/2024 | 05211 | CERVANTES, EDITH CARRILLO | 0.00 | 2,841.09 |
| 186474 | 1/5/2024 | 04889 | CHILDERS, KENTON REY | 0.00 | 7,893.96 |
| 186475 | 1/5/2024 | 03153 | CLARKE, MATHEW DAVID | 0.00 | 7,974.72 |
| 186476 | 1/5/2024 | 04414 | CROSKREY, JORDAN SAMUEL | 0.00 | 5,206.93 |

# Payroll Final Check List

**BENTON COUNTY**

**12/01/2023 to 12/31/2023- Type 1 Cycle bc**



**Bank: keydd - KEY BANK**

| Check # | Date | Employee # | Name | Check Amt | Direct Deposit |
|---|---|---|---|---|---|
| 186477 | 1/5/2024 | 05199 | DE MYER, BRANDEN JAMES | 0.00 | 5,762.84 |
| 186478 | 1/5/2024 | 03880 | DONOVAN, ZACHARY ALAN | 0.00 | 5,989.99 |
| 186479 | 1/5/2024 | 04078 | ERICKSON, JASON M | 0.00 | 9,872.38 |
| 186480 | 1/5/2024 | 04718 | FREDERICK, DAVID G | 0.00 | 10,875.93 |
| 186481 | 1/5/2024 | 00615 | GONZALEZ, HORACIO R | 0.00 | 5,061.85 |
| 186482 | 1/5/2024 | 05188 | GUILLEN, ASHLEY | 0.00 | 6,478.18 |
| 186483 | 1/5/2024 | 04144 | HANSEN, BRETT RICHARD | 0.00 | 8,030.45 |
| 186484 | 1/5/2024 | 05362 | KENNEY, MICHELLE JOYCE | 0.00 | 2,818.71 |
| 186485 | 1/5/2024 | 03014 | KORTEN, DANIEL WILLIAM | 0.00 | 7,580.56 |
| 186486 | 1/5/2024 | 04891 | LEINGANG, JAMES LEO | 0.00 | 7,793.08 |
| 186487 | 1/5/2024 | 04877 | MAIER, JOSEPHUS HENRY | 0.00 | 6,995.23 |
| 186488 | 1/5/2024 | 05074 | MARKS, TARA NICHOLE | 0.00 | 6,373.60 |
| 186489 | 1/5/2024 | 03868 | MONDS, SCOTT WILLIAM | 0.00 | 6,440.60 |
| 186490 | 1/5/2024 | 05333 | MURILLO, NATHANIEL | 0.00 | 5,554.89 |
| 186491 | 1/5/2024 | 02867 | RUNGE, SCOTT DAVID | 0.00 | 6,598.74 |
| 186492 | 1/5/2024 | 05419 | SMITH, KYLE AARON | 0.00 | 4,224.30 |
| 186493 | 1/5/2024 | 05412 | STONE, ALAN F | 0.00 | 1,822.81 |
| 186494 | 1/5/2024 | 03892 | TOMREN, PATRICK A | 0.00 | 5,910.76 |
| 186495 | 1/5/2024 | 04681 | BETANCOURTH, ALEJANDRO | 0.00 | 5,032.81 |
| 186496 | 1/5/2024 | 05119 | ESPINDOLA JR, RICARDO | 0.00 | 5,384.31 |
| 186497 | 1/5/2024 | 05317 | BROWN, BRONSON JOE | 0.00 | 10,024.83 |
| 186498 | 1/5/2024 | 03523 | BYRD, RICHARD L | 0.00 | 4,411.60 |
| 186499 | 1/5/2024 | 03814 | CAMPBELL, DARIN R | 0.00 | 10,705.73 |
| 186500 | 1/5/2024 | 05275 | FIELDS, JAIMEE LYNN | 0.00 | 2,856.82 |
| 186501 | 1/5/2024 | 05390 | HERNANDEZ, CALIXTO | 0.00 | 2,947.73 |
| 186502 | 1/5/2024 | 05209 | HOLT, BRANDON PRICE | 0.00 | 11,778.21 |
| 186503 | 1/5/2024 | 04535 | HOWARD, AMANDA ELLEN | 0.00 | 4,007.59 |
| 186504 | 1/5/2024 | 04012 | HOWELL, ANDREW M | 0.00 | 11,615.53 |
| 186505 | 1/5/2024 | 05320 | HUMPHREYS, CHARLES ANTHONY | 0.00 | 3,768.00 |
| 186506 | 1/5/2024 | 00614 | KING, JOSEPH D | 0.00 | 4,960.81 |
| 186507 | 1/5/2024 | 05124 | KLYM, ARTHUR DEAN | 0.00 | 9,454.92 |
| 186508 | 1/5/2024 | 04761 | KRAAL, DAVID LESTER | 0.00 | 3,200.86 |
| 186509 | 1/5/2024 | 05143 | LOPEZ, ROSARIO ALEJANDRA | 0.00 | 3,516.75 |
| 186510 | 1/5/2024 | 05409 | MASSART, STEPHANIE JANE | 0.00 | 2,185.89 |
| 186511 | 1/5/2024 | 05324 | MATTHEWS, QUINTON | 0.00 | 1,923.92 |
| 186512 | 1/5/2024 | 02161 | MUNOZ, RENEE LYNN | 0.00 | 4,877.97 |
| 186513 | 1/5/2024 | 03828 | PETERSEN, DAVID LEE | 0.00 | 9,057.96 |
| 186514 | 1/5/2024 | 05198 | RODRIGUEZ, NORMA | 0.00 | 9,057.96 |

# Payroll Final Check List

**BENTON COUNTY**

**12/01/2023 to 12/31/2023- Type 1 Cycle bc**



**Bank: keydd - KEY BANK**

| Check # | Date | Employee # | Name | Check Amt | Direct Deposit |
|---|---|---|---|---|---|
| 186515 | 1/5/2024 | 04317 | RUFF, DIANA NICOLE | 0.00 | 9,057.96 |
| 186516 | 1/5/2024 | 03496 | RUNGE, TIFFANY SUZANNE | 0.00 | 6,404.90 |
| 186517 | 1/5/2024 | 04720 | SALDUA, JOSEE CELESTE | 0.00 | 0.00 |
| 186518 | 1/5/2024 | 05337 | SEVERIN, KHAILA JEAN | 0.00 | 3,170.20 |
| 186519 | 1/5/2024 | 05129 | SMEDSRUD, HANNAH ROSE | 0.00 | 3,751.80 |
| 186520 | 1/5/2024 | 03787 | STAM, JACQUELINE I | 0.00 | 9,057.96 |
| 186521 | 1/5/2024 | 04722 | SWANBERG, SAMUEL PERRY | 0.00 | 9,057.96 |
| 186522 | 1/5/2024 | 03626 | VANNOY, STACI L | 0.00 | 3,603.17 |
| 186523 | 1/5/2024 | 03969 | WHITMIRE, MEGAN ANN | 0.00 | 9,133.57 |
| 186524 | 1/5/2024 | 03447 | ALARCON, SANDRA | 0.00 | 4,132.46 |
| 186525 | 1/5/2024 | 04732 | MCLERRAN, KERRY OWEN | 0.00 | 3,822.50 |
| 186526 | 1/5/2024 | 05380 | ASHCRAFT, PHILLIP DEAN | 0.00 | 2,415.34 |
| 186527 | 1/5/2024 | 05330 | PHELPS, CASEY RYAN | 0.00 | 3,589.71 |
| 186528 | 1/5/2024 | 03777 | SHEA, JACQUELINE J | 0.00 | 9,057.96 |
| 186529 | 1/5/2024 | 03243 | PICKETT, MARSHALL J | 0.00 | 3,980.63 |
| 186530 | 1/5/2024 | 05402 | SANCHEZ, ADRIAN M | 0.00 | 2,875.33 |
| 186531 | 1/5/2024 | 05393 | SISSEL, JENNIFER JEAN | 0.00 | 3,467.50 |
| 186532 | 1/5/2024 | 02901 | BURROWES, JOSEPH MICHAEL | 0.00 | 9,057.96 |
| 186533 | 1/5/2024 | 04641 | RUEGSEGGER, BRIAN | 0.00 | 4,141.57 |
| 186534 | 1/5/2024 | 01904 | FYALL, ADAM J | 0.00 | 6,115.97 |
| 186535 | 1/5/2024 | 05363 | VAAGEN, GLENN VERNON | 0.00 | 5,006.04 |
| 186536 | 1/5/2024 | 05340 | BEGZADIC, NEDZAD | 0.00 | 2,882.92 |
| 186537 | 1/5/2024 | 04994 | BIVINS, VERONICA | 0.00 | 4,229.89 |
| 186538 | 1/5/2024 | 04148 | COLE, ALEXIS ANN | 0.00 | 4,509.95 |
| 186539 | 1/5/2024 | 04902 | DE LEON, LIZBETH | 0.00 | 0.00 |
| 186540 | 1/5/2024 | 05132 | ESPINOSA, KAYLEE MARIE | 0.00 | 2,818.89 |
| 186541 | 1/5/2024 | 05092 | MCCRORY, RAQUEL AVINION | 0.00 | 3,321.66 |
| 186542 | 1/5/2024 | 05157 | SALUD VARGAS, ABELARDO | 0.00 | 2,980.23 |
| 186543 | 1/5/2024 | 03658 | YNIGUEZ, KIRSTEN ANNE | 0.00 | 5,531.87 |
| 186544 | 1/5/2024 | 05241 | SALAZAR, ERIKA LEA | 0.00 | 2,977.78 |
| 186545 | 1/5/2024 | 04834 | HUTCHISON, HEATHER ANN | 0.00 | 3,841.44 |
| 186546 | 1/5/2024 | 05070 | LONG, JESSICA JAY | 0.00 | 3,556.31 |
| 186547 | 1/5/2024 | 04017 | LORENTSEN, LISA RENEE | 0.00 | 3,943.36 |
| 186548 | 1/5/2024 | 04666 | SPENCER JR, KENNETH HERBERT | 0.00 | 7,093.11 |
| 186549 | 1/5/2024 | 04833 | STOCK, LOIS ANN | 0.00 | 4,432.08 |
| 186550 | 1/5/2024 | 04142 | ULRICK, JEANETTE VILLANUEVA | 0.00 | 0.00 |
| 186551 | 1/5/2024 | 04754 | JENNINGS, ALISHA JEAN | 0.00 | 3,917.07 |
| 186552 | 1/5/2024 | 04412 | MORASCH, ADAM L | 0.00 | 6,249.52 |

# Payroll Final Check List

**BENTON COUNTY**

**12/01/2023 to 12/31/2023- Type 1 Cycle bc**



**Bank: keydd - KEY BANK**

| Check # | Date | Employee # | Name | Check Amt | Direct Deposit |
|---|---|---|---|---|---|
| 186553 | 1/5/2024 | 05332 | DAVIS, JEFF CHRISTIAN | 0.00 | 4,321.98 |
| 186554 | 1/5/2024 | 05323 | LOID, CHRISTOPHER L | 0.00 | 4,486.86 |
| 186555 | 1/5/2024 | 05368 | RAMOS, MIGUEL LUIS | 0.00 | 3,974.58 |
| | | | **Employee Check Totals** | **0.00** | **3,050,812.63** |
| | | | **Bank keydd Totals (649 Forms)** | **0.00** | **3,050,812.63** |

# Payroll Final Check List

**BENTON COUNTY**

**12/01/2023 to 12/31/2023- Type 1 Cycle bc**



**Bank: keypy - Key Bank - Payroll**

| Check # | Date | Employee # | Name | Check Amt | Direct Deposit |
|---|---|---|---|---|---|
| 244329 | 1/5/2024 | 05079 | OGDEN, SHANNON MICHELLE | 2,130.44 | 0.00 |
| 244330 | 1/5/2024 | 05447 | BLASDEL, JEREMY ROBERT | 2,544.60 | 0.00 |
| 244331 | 1/5/2024 | 04026 | MORRIS, DENNIS MYRON | 6,820.90 | 0.00 |
| 244332 | 1/5/2024 | 05406 | CHAPMAN II, DAVID CHARLES | 3,250.68 | 0.00 |
| 244333 | 1/5/2024 | 05441 | CONWAY, DANIELLE MARIE | 3,769.02 | 0.00 |
| 244334 | 1/5/2024 | 00514 | SLEATER, TAMMY MAY | 3,628.96 | 0.00 |
| 244335 | 1/5/2024 | 05444 | ZAMUDIO, VANESSA GARZA | 3,700.92 | 0.00 |
| 244336 | 1/5/2024 | 05005 | ATWOOD, THOMAS J | 364.32 | 0.00 |
| 244337 | 1/5/2024 | 05405 | BETANCOURT, ANGEL D | 182.19 | 0.00 |
| 244338 | 1/5/2024 | 03706 | JOHNSON, JENNIFER LEE | 1,823.24 | 0.00 |
| 244339 | 1/5/2024 | 05442 | MARTINEZ GONZALEZ, LAURA YANET | 3,157.55 | 0.00 |
| 244340 | 1/5/2024 | 02402 | RAPACZ, KATHARINE B | 182.23 | 0.00 |
| 244341 | 1/5/2024 | 05421 | BROOKS, MAKAYLA | 128.51 | 0.00 |
| 244342 | 1/5/2024 | 05427 | ROBERTS, HANNAH R | 128.51 | 0.00 |
| 244343 | 1/5/2024 | 05445 | RODRIGUEZ JR, MARIO | 285.55 | 0.00 |
| 244344 | 1/5/2024 | 05440 | MARSHALL, JOSHUA JAY | 3,129.15 | 0.00 |
| 244345 | 1/5/2024 | 05443 | JENNINGS, ELIDA GRACE | 2,623.11 | 0.00 |
| 244346 | 1/5/2024 | 02577 | KLIPPERT, BRADLEY ALLEN | 8,345.54 | 0.00 |
| 244347 | 1/5/2024 | 05446 | YANEZ, NICOLE ELIZABETH | 2,108.85 | 0.00 |
| | | | **Employee Check Totals** | **48,304.27** | **0.00** |
| | | | **Bank keypy Totals (19 Forms)** | **48,304.27** | **0.00** |
| | | | **Grand Total** | **48,304.27** | **3,050,812.63** |

**Next Step: Account Posting (AP)**

**Pay Period is Open**

**Totals Checks and Direct Deposit (668 Forms)** **3,099,116.90**

CASH ACCOUNT: 99900000 11121 AP Wire Clearing

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
|---|---|---|---|---|---|---|---|---|
| 761 | 01/05/2024 | EFT | 101508 | B C SHERIFF DEPUTY GUILD | 01/05/2024 | | PY0124E | 9,149.50 |
| | | | | | | CHECK | 761 TOTAL: | 9,149.50 |
| 762 | 01/05/2024 | EFT | 101558 | B F JUVENILE COURT GUILD | 01/05/2024 | | PY0124E | 1,625.00 |
| | | | | | | CHECK | 762 TOTAL: | 1,625.00 |
| 763 | 01/05/2024 | EFT | 104285 | BC CORRECTIONS ASSOCIATION | 01/05/2024 | | PY0124E | 640.00 |
| | | | | | | CHECK | 763 TOTAL: | 640.00 |
| 764 | 01/05/2024 | EFT | 102673 | MISSION SQUARE RETIREMENT | 01/05/2024 | | PY0124E | 116,119.91 |
| | | | | | | CHECK | 764 TOTAL: | 116,119.91 |
| 765 | 01/05/2024 | EFT | 103325 | NW ADMINISTRATORS | 01/05/2024 | | PY0124E | 143,554.50 |
| | | | | | | CHECK | 765 TOTAL: | 143,554.50 |
| 766 | 01/05/2024 | EFT | 104261 | UNITED EMPLOYEES BENEFIT TRUST | 01/05/2024 | | PY0124E | 597,477.00 |
| | | | | | | CHECK | 766 TOTAL: | 597,477.00 |
| 767 | 01/05/2024 | EFT | 104333 | VEBA HRA TRUST | 01/05/2024 | | PY0124E | 87,964.76 |
| | | | | | | CHECK | 767 TOTAL: | 87,964.76 |
| | | | | NUMBER OF CHECKS 7 | | | *** CASH ACCOUNT TOTAL *** | 956,530.67 |

| | COUNT | AMOUNT |
|---|---|---|
| TOTAL EFT'S | 7 | 956,530.67 |

*** GRAND TOTAL *** 956,530.67

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 |
|---|---|---|---|---|---|---|---|---|---|
| 2024 1 414 | | | | | | | | | |
| APP GF005000-21340 | | | | | Vouchers Payable | | | 601,466.62 | |
| 01/05/2024 | PY0124E | PY0124 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP 99900000-11121 | | | | | AP Wire Clearing | | | | 956,530.67 |
| 01/05/2024 | PY0124E | PY0124 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP BS850000-21340 | | | | | Vouchers Payable | | | 93.36 | |
| 01/05/2024 | PY0124E | PY0124 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP PS850000-21340 | | | | | Vouchers Payable | | | 92,283.53 | |
| 01/05/2024 | PY0124E | PY0124 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP JC850000-21340 | | | | | Vouchers Payable | | | 75,426.45 | |
| 01/05/2024 | PY0124E | PY0124 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP IB850000-21340 | | | | | Vouchers Payable | | | 11,051.70 | |
| 01/05/2024 | PY0124E | PY0124 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP RD850000-21340 | | | | | Vouchers Payable | | | 53,478.13 | |
| 01/05/2024 | PY0124E | PY0124 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP WC850000-21340 | | | | | Vouchers Payable | | | 3,259.00 | |
| 01/05/2024 | PY0124E | PY0124 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP IM850000-21340 | | | | | Vouchers Payable | | | 6,341.00 | |
| 01/05/2024 | PY0124E | PY0124 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP HS850000-21340 | | | | | Vouchers Payable | | | 17,049.10 | |
| 01/05/2024 | PY0124E | PY0124 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP IT850000-21340 | | | | | Vouchers Payable | | | 16,884.41 | |
| 01/05/2024 | PY0124E | PY0124 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP TI850000-21340 | | | | | Vouchers Payable | | | 1,347.00 | |
| 01/05/2024 | PY0124E | PY0124 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP EL500000-21340 | | | | | Vouchers Payable | | | 10,439.92 | |
| 01/05/2024 | PY0124E | PY0124 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP FG850000-21340 | | | | | Vouchers Payable | | | 7,508.00 | |
| 01/05/2024 | PY0124E | PY0124 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP SD850000-21340 | | | | | Vouchers Payable | | | 1,526.80 | |
| 01/05/2024 | PY0124E | PY0124 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP BU850000-21340 | | | | | Vouchers Payable | | | 9,813.00 | |
| 01/05/2024 | PY0124E | PY0124 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP CP850000-21340 | | | | | Vouchers Payable | | | 5,571.21 | |
| 01/05/2024 | PY0124E | PY0124 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP ER850000-21340 | | | | | Vouchers Payable | | | 10,398.93 | |
| 01/05/2024 | PY0124E | PY0124 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP TO850000-21340 | | | | | Vouchers Payable | | | 1,810.60 | |
| 01/05/2024 | PY0124E | PY0124 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP VA850000-21340 | | | | | Vouchers Payable | | | 1,467.00 | |
| 01/05/2024 | PY0124E | PY0124 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP CV850000-21340 | | | | | Vouchers Payable | | | 5,207.02 | |
| 01/05/2024 | PY0124E | PY0124 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP CC850000-21340 | | | | | Vouchers Payable | | | 740.84 | |
| 01/05/2024 | PY0124E | PY0124 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP PB850000-21340 | | | | | Vouchers Payable | | | 1,467.00 | |
| 01/05/2024 | PY0124E | PY0124 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP SW850000-21340 | | | | | Vouchers Payable | | | 4,401.00 | |

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 |
|---|---|---|---|---|---|---|---|---|---|
| 01/05/2024 | PY0124E | PY0124 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP BHF85000-21340 | | | | | Vouchers Payable | | | 13,423.00 | |
| 01/05/2024 | PY0124E | PY0124 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP AL850000-21340 | | | | | Vouchers Payable | | | 4,076.05 | |
| 01/05/2024 | PY0124E | PY0124 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| | | | | | GENERAL LEDGER TOTAL | | | 956,530.67 | 956,530.67 |
| APP 99900000-80010 | | | | | Due To General Fund | | | 601,466.62 | |
| 01/05/2024 | PY0124E | PY0124 | | | | | | | |
| APP GF001000-11110 | | | | | Cash Equity | | | | 601,466.62 |
| 01/05/2024 | PY0124E | PY0124 | | | | | | | |
| APP 99900000-81270 | | | | | Due To Boating Safety & Patrol | | | 93.36 | |
| 01/05/2024 | PY0124E | PY0124 | | | | | | | |
| APP BS810000-11110 | | | | | Cash Equity | | | | 93.36 |
| 01/05/2024 | PY0124E | PY0124 | | | | | | | |
| APP 99900000-81480 | | | | | Due To Public Safety Tax Fund | | | 92,283.53 | |
| 01/05/2024 | PY0124E | PY0124 | | | | | | | |
| APP PS810000-11110 | | | | | Cash Equity | | | | 92,283.53 |
| 01/05/2024 | PY0124E | PY0124 | | | | | | | |
| APP 99900000-81150 | | | | | Due To Juvenile Center | | | 75,426.45 | |
| 01/05/2024 | PY0124E | PY0124 | | | | | | | |
| APP JC810000-11110 | | | | | Cash Equity | | | | 75,426.45 |
| 01/05/2024 | PY0124E | PY0124 | | | | | | | |
| APP 99900000-81160 | | | | | Due To Inmate Benevolence Fund | | | 11,051.70 | |
| 01/05/2024 | PY0124E | PY0124 | | | | | | | |
| APP IB810000-11110 | | | | | Cash Equity | | | | 11,051.70 |
| 01/05/2024 | PY0124E | PY0124 | | | | | | | |
| APP 99900000-81010 | | | | | Due To County Road | | | 53,478.13 | |
| 01/05/2024 | PY0124E | PY0124 | | | | | | | |
| APP RD810000-11110 | | | | | Cash Equity | | | | 53,478.13 |
| 01/05/2024 | PY0124E | PY0124 | | | | | | | |
| APP 99900000-85030 | | | | | Due To Workmens Compensation | | | 3,259.00 | |
| 01/05/2024 | PY0124E | PY0124 | | | | | | | |
| APP WC810000-11110 | | | | | Cash Equity | | | | 3,259.00 |
| 01/05/2024 | PY0124E | PY0124 | | | | | | | |
| APP 99900000-85040 | | | | | Due To Insurance Management | | | 6,341.00 | |
| 01/05/2024 | PY0124E | PY0124 | | | | | | | |
| APP IM810000-11110 | | | | | Cash Equity | | | | 6,341.00 |
| 01/05/2024 | PY0124E | PY0124 | | | | | | | |
| APP 99900000-81080 | | | | | Due To Human Services | | | 17,049.10 | |
| 01/05/2024 | PY0124E | PY0124 | | | | | | | |
| APP HS810000-11110 | | | | | Cash Equity | | | | 17,049.10 |
| 01/05/2024 | PY0124E | PY0124 | | | | | | | |
| APP 99900000-85020 | | | | | Due To Central Services | | | 16,884.41 | |
| 01/05/2024 | PY0124E | PY0124 | | | | | | | |
| APP IT810000-11110 | | | | | Cash Equity | | | | 16,884.41 |
| 01/05/2024 | PY0124E | PY0124 | | | | | | | |

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 99900000-81090 | | | | | Due To Treasurers Inves Pool | | | 1,347.00 | |
| 01/05/2024 PY0124E | PY0124 | | | | | | | | |
| APP TI810000-11110 | | | | | Cash Equity | | | | 1,347.00 |
| 01/05/2024 PY0124E | PY0124 | | | | | | | | |
| APP 99900000-81110 | | | | | Due To Election Reserve | | | 10,439.92 | |
| 01/05/2024 PY0124E | PY0124 | | | | | | | | |
| APP EL100000-11110 | | | | | Cash Equity | | | | 10,439.92 |
| 01/05/2024 PY0124E | PY0124 | | | | | | | | |
| APP 99900000-81240 | | | | | Due To Fairgrounds Oper Budget | | | 7,508.00 | |
| 01/05/2024 PY0124E | PY0124 | | | | | | | | |
| APP FG810000-11110 | | | | | Cash Equity | | | | 7,508.00 |
| 01/05/2024 PY0124E | PY0124 | | | | | | | | |
| APP 99900000-81350 | | | | | Due To Sustainable Development | | | 1,526.80 | |
| 01/05/2024 PY0124E | PY0124 | | | | | | | | |
| APP SD810000-11110 | | | | | Cash Equity | | | | 1,526.80 |
| 01/05/2024 PY0124E | PY0124 | | | | | | | | |
| APP 99900000-81490 | | | | | Due To Protective Insp Srvs Fd | | | 9,813.00 | |
| 01/05/2024 PY0124E | PY0124 | | | | | | | | |
| APP BU810000-11110 | | | | | Cash Equity | | | | 9,813.00 |
| 01/05/2024 PY0124E | PY0124 | | | | | | | | |
| APP 99900000-83050 | | | | | Due To Capital Projects | | | 5,571.21 | |
| 01/05/2024 PY0124E | PY0124 | | | | | | | | |
| APP CP810000-11110 | | | | | Cash Equity | | | | 5,571.21 |
| 01/05/2024 PY0124E | PY0124 | | | | | | | | |
| APP 99900000-85010 | | | | | Due To Equipment Rental & Rev | | | 10,398.93 | |
| 01/05/2024 PY0124E | PY0124 | | | | | | | | |
| APP ER810000-11110 | | | | | Cash Equity | | | | 10,398.93 |
| 01/05/2024 PY0124E | PY0124 | | | | | | | | |
| APP 99900000-81120 | | | | | Due To Treasurers O & M | | | 1,810.60 | |
| 01/05/2024 PY0124E | PY0124 | | | | | | | | |
| APP TO810000-11110 | | | | | Cash Equity | | | | 1,810.60 |
| 01/05/2024 PY0124E | PY0124 | | | | | | | | |
| APP 99900000-81040 | | | | | Due To Veterans Assistance Fnd | | | 1,467.00 | |
| 01/05/2024 PY0124E | PY0124 | | | | | | | | |
| APP VA810000-11110 | | | | | Cash Equity | | | | 1,467.00 |
| 01/05/2024 PY0124E | PY0124 | | | | | | | | |
| APP 99900000-81200 | | | | | Due To Crime Victim Comp | | | 5,207.02 | |
| 01/05/2024 PY0124E | PY0124 | | | | | | | | |
| APP CV810000-11110 | | | | | Cash Equity | | | | 5,207.02 |
| 01/05/2024 PY0124E | PY0124 | | | | | | | | |
| APP 99900000-81460 | | | | | Due To Clerks Collection Fund | | | 740.84 | |
| 01/05/2024 PY0124E | PY0124 | | | | | | | | |
| APP CC810000-11110 | | | | | Cash Equity | | | | 740.84 |
| 01/05/2024 PY0124E | PY0124 | | | | | | | | |
| APP 99900000-81500 | | | | | Due To Pest Board | | | 1,467.00 | |
| 01/05/2024 PY0124E | PY0124 | | | | | | | | |
| APP PB810000-11110 | | | | | Cash Equity | | | | 1,467.00 |
| 01/05/2024 PY0124E | PY0124 | | | | | | | | |
| APP 99900000-81550 | | | | | Due To Solid Waste Collection | | | 4,401.00 | |

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 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 01/05/2024 | PY0124E | PY0124 | | | | | | | |
| APP | SW810000-11110 | 01/05/2024 | PY0124E | PY0124 | | | Cash Equity | | | | 4,401.00 |
| APP | 99900000-81600 | 01/05/2024 | PY0124E | PY0124 | | | Due To Behavioral Health | | | 13,423.00 | |
| APP | BHF81000-11110 | 01/05/2024 | PY0124E | PY0124 | | | Cash Equity | | | | 13,423.00 |
| APP | 99900000-85050 | 01/05/2024 | PY0124E | PY0124 | | | Due To Accumulated Leave | | | 4,076.05 | |
| APP | AL810000-11110 | 01/05/2024 | PY0124E | PY0124 | | | Cash Equity | | | | 4,076.05 |
| | | | | | | | SYSTEM GENERATED ENTRIES TOTAL | | | 956,530.67 | 956,530.67 |
| | | | | | | | JOURNAL 2024/01/414 TOTAL | | | 1,913,061.34 | 1,913,061.34 |

JOURNAL ENTRIES TO BE CREATED

| FUND / ACCOUNT | YEAR | PER | JNL | EFF DATE | ACCOUNT DESCRIPTION | | DEBIT | CREDIT |
|---|---|---|---|---|---|---|---|---|
| 0010 General Fund | 2024 | 1 | 414 | 01/05/2024 | | | | |
| GF001000-11110 | | | | | Cash Equity | | | 601,466.62 |
| GF005000-21340 | | | | | Vouchers Payable | | 601,466.62 | |
| | | | | | | FUND TOTAL | 601,466.62 | 601,466.62 |
| 1010 County Road | 2024 | 1 | 414 | 01/05/2024 | | | | |
| RD810000-11110 | | | | | Cash Equity | | | 53,478.13 |
| RD850000-21340 | | | | | Vouchers Payable | | 53,478.13 | |
| | | | | | | FUND TOTAL | 53,478.13 | 53,478.13 |
| 1040 Veterans Assistance Fund | 2024 | 1 | 414 | 01/05/2024 | | | | |
| VA810000-11110 | | | | | Cash Equity | | | 1,467.00 |
| VA850000-21340 | | | | | Vouchers Payable | | 1,467.00 | |
| | | | | | | FUND TOTAL | 1,467.00 | 1,467.00 |
| 1080 Human Services | 2024 | 1 | 414 | 01/05/2024 | | | | |
| HS810000-11110 | | | | | Cash Equity | | | 17,049.10 |
| HS850000-21340 | | | | | Vouchers Payable | | 17,049.10 | |
| | | | | | | FUND TOTAL | 17,049.10 | 17,049.10 |
| 1090 Treasurers Investment Pool | 2024 | 1 | 414 | 01/05/2024 | | | | |
| TI810000-11110 | | | | | Cash Equity | | | 1,347.00 |
| TI850000-21340 | | | | | Vouchers Payable | | 1,347.00 | |
| | | | | | | FUND TOTAL | 1,347.00 | 1,347.00 |
| 1110 Election Reserve | 2024 | 1 | 414 | 01/05/2024 | | | | |
| EL100000-11110 | | | | | Cash Equity | | | 10,439.92 |
| EL500000-21340 | | | | | Vouchers Payable | | 10,439.92 | |
| | | | | | | FUND TOTAL | 10,439.92 | 10,439.92 |
| 1120 Treasurers O & M | 2024 | 1 | 414 | 01/05/2024 | | | | |
| TO810000-11110 | | | | | Cash Equity | | | 1,810.60 |
| TO850000-21340 | | | | | Vouchers Payable | | 1,810.60 | |
| | | | | | | FUND TOTAL | 1,810.60 | 1,810.60 |
| 1150 Juvenile Center | 2024 | 1 | 414 | 01/05/2024 | | | | |
| JC810000-11110 | | | | | Cash Equity | | | 75,426.45 |
| JC850000-21340 | | | | | Vouchers Payable | | 75,426.45 | |
| | | | | | | FUND TOTAL | 75,426.45 | 75,426.45 |
| 1160 Inmate Benevolence Fund | 2024 | 1 | 414 | 01/05/2024 | | | | |

JOURNAL ENTRIES TO BE CREATED

| FUND / ACCOUNT | YEAR | PER | JNL | EFF DATE | ACCOUNT DESCRIPTION | | DEBIT | CREDIT |
|---|---|---|---|---|---|---|---|---|
| IB810000-11110 | | | | | Cash Equity | | | 11,051.70 |
| IB850000-21340 | | | | | Vouchers Payable | | 11,051.70 | |
| | | | | | | FUND TOTAL | 11,051.70 | 11,051.70 |
| 1200 Crime Victim Comp | 2024 | 1 | 414 | 01/05/2024 | | | | |
| CV810000-11110 | | | | | Cash Equity | | | 5,207.02 |
| CV850000-21340 | | | | | Vouchers Payable | | 5,207.02 | |
| | | | | | | FUND TOTAL | 5,207.02 | 5,207.02 |
| 1240 Event Center | 2024 | 1 | 414 | 01/05/2024 | | | | |
| FG810000-11110 | | | | | Cash Equity | | | 7,508.00 |
| FG850000-21340 | | | | | Vouchers Payable | | 7,508.00 | |
| | | | | | | FUND TOTAL | 7,508.00 | 7,508.00 |
| 1270 Boating Safety & Patrol Fund | 2024 | 1 | 414 | 01/05/2024 | | | | |
| BS810000-11110 | | | | | Cash Equity | | | 93.36 |
| BS850000-21340 | | | | | Vouchers Payable | | 93.36 | |
| | | | | | | FUND TOTAL | 93.36 | 93.36 |
| 1350 Sustainable Development | 2024 | 1 | 414 | 01/05/2024 | | | | |
| SD810000-11110 | | | | | Cash Equity | | | 1,526.80 |
| SD850000-21340 | | | | | Vouchers Payable | | 1,526.80 | |
| | | | | | | FUND TOTAL | 1,526.80 | 1,526.80 |
| 1460 Clerks Collection Fund | 2024 | 1 | 414 | 01/05/2024 | | | | |
| CC810000-11110 | | | | | Cash Equity | | | 740.84 |
| CC850000-21340 | | | | | Vouchers Payable | | 740.84 | |
| | | | | | | FUND TOTAL | 740.84 | 740.84 |
| 1480 Public Safety Tax Fund | 2024 | 1 | 414 | 01/05/2024 | | | | |
| PS810000-11110 | | | | | Cash Equity | | | 92,283.53 |
| PS850000-21340 | | | | | Vouchers Payable | | 92,283.53 | |
| | | | | | | FUND TOTAL | 92,283.53 | 92,283.53 |
| 1490 Protective Inspection Srvs Fnd | 2024 | 1 | 414 | 01/05/2024 | | | | |
| BU810000-11110 | | | | | Cash Equity | | | 9,813.00 |
| BU850000-21340 | | | | | Vouchers Payable | | 9,813.00 | |
| | | | | | | FUND TOTAL | 9,813.00 | 9,813.00 |
| 1500 Pest Board | 2024 | 1 | 414 | 01/05/2024 | | | | |
| PB810000-11110 | | | | | Cash Equity | | | 1,467.00 |

| FUND / ACCOUNT | YEAR | PER | JNL | EFF DATE / ACCOUNT DESCRIPTION | | DEBIT | CREDIT |
|---|---|---|---|---|---|---|---|
| PB850000-21340 | | | | Vouchers Payable | | 1,467.00 | |
| | | | | | FUND TOTAL | 1,467.00 | 1,467.00 |
| 1550 Solid Waste Collection Fund | 2024 | 1 | 414 | 01/05/2024 | | | |
| SW810000-11110 | | | | Cash Equity | | | 4,401.00 |
| SW850000-21340 | | | | Vouchers Payable | | 4,401.00 | |
| | | | | | FUND TOTAL | 4,401.00 | 4,401.00 |
| 1600 Behavioral Health | 2024 | 1 | 414 | 01/05/2024 | | | |
| BHF81000-11110 | | | | Cash Equity | | | 13,423.00 |
| BHF85000-21340 | | | | Vouchers Payable | | 13,423.00 | |
| | | | | | FUND TOTAL | 13,423.00 | 13,423.00 |
| 3050 Capital Projects | 2024 | 1 | 414 | 01/05/2024 | | | |
| CP810000-11110 | | | | Cash Equity | | | 5,571.21 |
| CP850000-21340 | | | | Vouchers Payable | | 5,571.21 | |
| | | | | | FUND TOTAL | 5,571.21 | 5,571.21 |
| 5010 Equipment Rental & Revolving | 2024 | 1 | 414 | 01/05/2024 | | | |
| ER810000-11110 | | | | Cash Equity | | | 10,398.93 |
| ER850000-21340 | | | | Vouchers Payable | | 10,398.93 | |
| | | | | | FUND TOTAL | 10,398.93 | 10,398.93 |
| 5020 Central Services | 2024 | 1 | 414 | 01/05/2024 | | | |
| IT810000-11110 | | | | Cash Equity | | | 16,884.41 |
| IT850000-21340 | | | | Vouchers Payable | | 16,884.41 | |
| | | | | | FUND TOTAL | 16,884.41 | 16,884.41 |
| 5030 Workmens Compensation | 2024 | 1 | 414 | 01/05/2024 | | | |
| WC810000-11110 | | | | Cash Equity | | | 3,259.00 |
| WC850000-21340 | | | | Vouchers Payable | | 3,259.00 | |
| | | | | | FUND TOTAL | 3,259.00 | 3,259.00 |
| 5040 Insurance Management | 2024 | 1 | 414 | 01/05/2024 | | | |
| IM810000-11110 | | | | Cash Equity | | | 6,341.00 |
| IM850000-21340 | | | | Vouchers Payable | | 6,341.00 | |
| | | | | | FUND TOTAL | 6,341.00 | 6,341.00 |
| 5050 Accumulated Leave | 2024 | 1 | 414 | 01/05/2024 | | | |
| AL810000-11110 | | | | Cash Equity | | | 4,076.05 |
| AL850000-21340 | | | | Vouchers Payable | | 4,076.05 | |

JOURNAL ENTRIES TO BE CREATED

| FUND / ACCOUNT | YEAR | PER | JNL | EFF DATE | ACCOUNT DESCRIPTION | DEBIT | CREDIT |
|---|---|---|---|---|---|---|---|
| | | | | | FUND TOTAL | 4,076.05 | 4,076.05 |
| 9999 Treasurers Pooled Cash | 2024 | 1 | 414 | 01/05/2024 | | | |
| 99900000-11121 | | | | | AP Wire Clearing | | 956,530.67 |
| 99900000-80010 | | | | | Due To General Fund | 601,466.62 | |
| 99900000-81010 | | | | | Due To County Road | 53,478.13 | |
| 99900000-81040 | | | | | Due To Veterans Assistance Fnd | 1,467.00 | |
| 99900000-81080 | | | | | Due To Human Services | 17,049.10 | |
| 99900000-81090 | | | | | Due To Treasurers Inves Pool | 1,347.00 | |
| 99900000-81110 | | | | | Due To Election Reserve | 10,439.92 | |
| 99900000-81120 | | | | | Due To Treasurers O & M | 1,810.60 | |
| 99900000-81150 | | | | | Due To Juvenile Center | 75,426.45 | |
| 99900000-81160 | | | | | Due To Inmate Benevolence Fund | 11,051.70 | |
| 99900000-81200 | | | | | Due To Crime Victim Comp | 5,207.02 | |
| 99900000-81240 | | | | | Due To Fairgrounds Oper Budget | 7,508.00 | |
| 99900000-81270 | | | | | Due To Boating Safety & Patrol | 93.36 | |
| 99900000-81350 | | | | | Due To Sustainable Development | 1,526.80 | |
| 99900000-81460 | | | | | Due To Clerks Collection Fund | 740.84 | |
| 99900000-81480 | | | | | Due To Public Safety Tax Fund | 92,283.53 | |
| 99900000-81490 | | | | | Due To Protective Insp Srvs Fd | 9,813.00 | |
| 99900000-81500 | | | | | Due To Pest Board | 1,467.00 | |
| 99900000-81550 | | | | | Due To Solid Waste Collection | 4,401.00 | |
| 99900000-81600 | | | | | Due To Behavioral Health | 13,423.00 | |
| 99900000-83050 | | | | | Due To Capital Projects | 5,571.21 | |
| 99900000-85010 | | | | | Due To Equipment Rental & Rev | 10,398.93 | |
| 99900000-85020 | | | | | Due To Central Services | 16,884.41 | |
| 99900000-85030 | | | | | Due To Workmens Compensation | 3,259.00 | |
| 99900000-85040 | | | | | Due To Insurance Management | 6,341.00 | |
| 99900000-85050 | | | | | Due To Accumulated Leave | 4,076.05 | |
| | | | | | FUND TOTAL | 956,530.67 | 956,530.67 |

JOURNAL ENTRIES TO BE CREATED

| FUND | | DUE TO | DUE FR |
|---|---|---|---|
| 0010 | General Fund | | 601,466.62 |
| 1010 | County Road | | 53,478.13 |
| 1040 | Veterans Assistance Fund | | 1,467.00 |
| 1080 | Human Services | | 17,049.10 |
| 1090 | Treasurers Investment Pool | | 1,347.00 |
| 1110 | Election Reserve | | 10,439.92 |
| 1120 | Treasurers O & M | | 1,810.60 |
| 1150 | Juvenile Center | | 75,426.45 |
| 1160 | Inmate Benevolence Fund | | 11,051.70 |
| 1200 | Crime Victim Comp | | 5,207.02 |
| 1240 | Event Center | | 7,508.00 |
| 1270 | Boating Safety & Patrol Fund | | 93.36 |
| 1350 | Sustainable Development | | 1,526.80 |
| 1460 | Clerks Collection Fund | | 740.84 |
| 1480 | Public Safety Tax Fund | | 92,283.53 |
| 1490 | Protective Inspection Srvs Fnd | | 9,813.00 |
| 1500 | Pest Board | | 1,467.00 |
| 1550 | Solid Waste Collection Fund | | 4,401.00 |
| 1600 | Behavioral Health | | 13,423.00 |
| 3050 | Capital Projects | | 5,571.21 |
| 5010 | Equipment Rental & Revolving | | 10,398.93 |
| 5020 | Central Services | | 16,884.41 |
| 5030 | Workmens Compensation | | 3,259.00 |
| 5040 | Insurance Management | | 6,341.00 |
| 5050 | Accumulated Leave | | 4,076.05 |
| 9999 | Treasurers Pooled Cash | 956,530.67 | |
| | TOTAL | 956,530.67 | 956,530.67 |

** 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 |
|---|---|---|---|---|---|---|---|---|
| 1469 | 01/05/2024 | WIRE | 103239 | NACO/West, NACO PAYROLL PROCESSING | 01/05/2024 | | PAYROLL | 2,252.00 |
| | | | | | | CHECK | 1469 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 |
|---|---|---|---|---|---|---|---|---|---|
| 2024 1 412 | | | | | | | | | |
| APP GF005000-21340 | | | | | Vouchers Payable | | | 1,506.46 | |
| 01/05/2024 | PAYROLL | PAYROL | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP 99900000-11100 | | | | | Main Checking | | | | 2,252.00 |
| 01/05/2024 | PAYROLL | PAYROL | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP PS850000-21340 | | | | | Vouchers Payable | | | 93.54 | |
| 01/05/2024 | PAYROLL | PAYROL | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP PB850000-21340 | | | | | Vouchers Payable | | | 652.00 | |
| 01/05/2024 | PAYROLL | PAYROL | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| | | | | | GENERAL LEDGER TOTAL | | | 2,252.00 | 2,252.00 |
| APP 99900000-80010 | | | | | Due To General Fund | | | 1,506.46 | |
| 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP GF001000-11110 | | | | | Cash Equity | | | | 1,506.46 |
| 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP 99900000-81480 | | | | | Due To Public Safety Tax Fund | | | 93.54 | |
| 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP PS810000-11110 | | | | | Cash Equity | | | | 93.54 |
| 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP 99900000-81500 | | | | | Due To Pest Board | | | 652.00 | |
| 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP PB810000-11110 | | | | | Cash Equity | | | | 652.00 |
| 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| | | | | | SYSTEM GENERATED ENTRIES TOTAL | | | 2,252.00 | 2,252.00 |
| | | | | | JOURNAL 2024/01/412 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 | 2024 | 1 | 412 | 01/05/2024 | | | |
| GF001000-11110 | | | | Cash Equity | | | 1,506.46 |
| GF005000-21340 | | | | Vouchers Payable | | 1,506.46 | |
| | | | | | FUND TOTAL | 1,506.46 | 1,506.46 |
| 1480 Public Safety Tax Fund | 2024 | 1 | 412 | 01/05/2024 | | | |
| PS810000-11110 | | | | Cash Equity | | | 93.54 |
| PS850000-21340 | | | | Vouchers Payable | | 93.54 | |
| | | | | | FUND TOTAL | 93.54 | 93.54 |
| 1500 Pest Board | 2024 | 1 | 412 | 01/05/2024 | | | |
| PB810000-11110 | | | | Cash Equity | | | 652.00 |
| PB850000-21340 | | | | Vouchers Payable | | 652.00 | |
| | | | | | FUND TOTAL | 652.00 | 652.00 |
| 9999 Treasurers Pooled Cash | 2024 | 1 | 412 | 01/05/2024 | | | |
| 99900000-11100 | | | | Main Checking | | | 2,252.00 |
| 99900000-80010 | | | | Due To General Fund | | 1,506.46 | |
| 99900000-81480 | | | | Due To Public Safety Tax Fund | | 93.54 | |
| 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 | | 1,506.46 |
| 1480 Public Safety Tax Fund | | 93.54 |
| 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 |
|---|---|---|---|---|---|---|---|---|
| 1467 | 01/05/2024 | WIRE | 101326 | AFLAC | 01/05/2024 | | PAYROLL | 11,141.94 |
| | | | | | CHECK | | 1467 TOTAL: | 11,141.94 |
| 1468 | 01/05/2024 | WIRE | 102850 | KEY BANK | 01/05/2024 | | PAYROLL | 1,021,430.63 |
| | | | | | CHECK | | 1468 TOTAL: | 1,021,430.63 |
| 1470 | 01/05/2024 | WIRE | 104428 | WA ST DEPT OF RET SYS PERS 1 | 01/05/2024 | | PAYROLL | 1,456.85 |
| | | | | | CHECK | | 1470 TOTAL: | 1,456.85 |
| 1471 | 01/05/2024 | WIRE | 104429 | WA ST DEPT OF RET SYS PERS 3 | 01/05/2024 | | PAYROLL | 46,193.42 |
| | | | | | CHECK | | 1471 TOTAL: | 46,193.42 |
| 1472 | 01/05/2024 | WIRE | 104430 | WA ST DEPT OF RET SYS PERS 2 | 01/05/2024 | | PAYROLL | 393,925.00 |
| | | | | | CHECK | | 1472 TOTAL: | 393,925.00 |
| 1473 | 01/05/2024 | WIRE | 104432 | WA ST DEPT OF RET SYS PSERS | 01/05/2024 | | PAYROLL | 128,239.73 |
| | | | | | CHECK | | 1473 TOTAL: | 128,239.73 |
| 1474 | 01/05/2024 | WIRE | 104433 | WA ST DEPT OF RET SYS JUDICIAL | 01/05/2024 | | PAYROLL | 14,621.41 |
| | | | | | CHECK | | 1474 TOTAL: | 14,621.41 |
| 1475 | 01/05/2024 | WIRE | 104453 | WA ST SUPPORT REGISTRY | 01/05/2024 | | PAYROLL | 8,725.78 |
| | | | | | CHECK | | 1475 TOTAL: | 8,725.78 |
| 1476 | 01/05/2024 | WIRE | 104483 | WA ST DEPT OF RET SYS LEOFF 2 | 01/05/2024 | | PAYROLL | 98,597.68 |
| | | | | | CHECK | | 1476 TOTAL: | 98,597.68 |
| 1477 | 01/05/2024 | WIRE | 105018 | WA ST DEPT OF RET SYSTEM | 01/05/2024 | | PAYROLL | 2,937.51 |
| | | | | | CHECK | | 1477 TOTAL: | 2,937.51 |

NUMBER OF CHECKS 10 *** CASH ACCOUNT TOTAL *** 1,727,269.95

| | COUNT | AMOUNT |
|---|---|---|
| TOTAL WIRE TRANSFERS | 10 | 1,727,269.95 |

*** GRAND TOTAL *** 1,727,269.95

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 |
|---|---|---|---|---|---|---|---|---|---|
| 2024 1 413 | | | | | | | | | |
| APP GF005000-21340 | | | | | Vouchers Payable | | | 1,082,947.81 | |
| 01/05/2024 | PAYROLL | PAYROL | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP 99900000-11124 | | | | | Federal Tax | | | | 1,727,269.95 |
| 01/05/2024 | PAYROLL | PAYROL | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP RD850000-21340 | | | | | Vouchers Payable | | | 91,576.85 | |
| 01/05/2024 | PAYROLL | PAYROL | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP HS850000-21340 | | | | | Vouchers Payable | | | 23,989.44 | |
| 01/05/2024 | PAYROLL | PAYROL | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP EL500000-21340 | | | | | Vouchers Payable | | | 15,162.33 | |
| 01/05/2024 | PAYROLL | PAYROL | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP JC850000-21340 | | | | | Vouchers Payable | | | 151,317.98 | |
| 01/05/2024 | PAYROLL | PAYROL | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP IB850000-21340 | | | | | Vouchers Payable | | | 17,540.00 | |
| 01/05/2024 | PAYROLL | PAYROL | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP PS850000-21340 | | | | | Vouchers Payable | | | 172,089.89 | |
| 01/05/2024 | PAYROLL | PAYROL | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP BU850000-21340 | | | | | Vouchers Payable | | | 13,450.16 | |
| 01/05/2024 | PAYROLL | PAYROL | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP BHF85000-21340 | | | | | Vouchers Payable | | | 20,136.96 | |
| 01/05/2024 | PAYROLL | PAYROL | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP ER850000-21340 | | | | | Vouchers Payable | | | 19,631.50 | |
| 01/05/2024 | PAYROLL | PAYROL | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP BS850000-21340 | | | | | Vouchers Payable | | | 593.38 | |
| 01/05/2024 | PAYROLL | PAYROL | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP IT850000-21340 | | | | | Vouchers Payable | | | 36,512.63 | |
| 01/05/2024 | PAYROLL | PAYROL | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP CC850000-21340 | | | | | Vouchers Payable | | | 1,433.51 | |
| 01/05/2024 | PAYROLL | PAYROL | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP VA850000-21340 | | | | | Vouchers Payable | | | 1,956.94 | |
| 01/05/2024 | PAYROLL | PAYROL | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP TI850000-21340 | | | | | Vouchers Payable | | | 1,622.40 | |
| 01/05/2024 | PAYROLL | PAYROL | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP TO850000-21340 | | | | | Vouchers Payable | | | 2,222.64 | |
| 01/05/2024 | PAYROLL | PAYROL | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP CV850000-21340 | | | | | Vouchers Payable | | | 6,721.89 | |
| 01/05/2024 | PAYROLL | PAYROL | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP FG850000-21340 | | | | | Vouchers Payable | | | 14,016.36 | |
| 01/05/2024 | PAYROLL | PAYROL | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP SD850000-21340 | | | | | Vouchers Payable | | | 4,974.53 | |
| 01/05/2024 | PAYROLL | PAYROL | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP PB850000-21340 | | | | | Vouchers Payable | | | 2,112.56 | |
| 01/05/2024 | PAYROLL | PAYROL | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP SW850000-21340 | | | | | Vouchers Payable | | | 6,012.36 | |
| 01/05/2024 | PAYROLL | PAYROL | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP CP850000-21340 | | | | | Vouchers Payable | | | 11,147.94 | |
| 01/05/2024 | PAYROLL | PAYROL | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP WC850000-21340 | | | | | Vouchers Payable | | | 5,354.47 | |

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 |
|---|---|---|---|---|---|---|---|---|---|---|
| | 01/05/2024 | PAYROLL | PAYROL | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP IM850000-21340 | | | | | | Vouchers Payable | | | 14,138.78 | |
| | 01/05/2024 | PAYROLL | PAYROL | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP AL850000-21340 | | | | | | Vouchers Payable | | | 10,606.64 | |
| | 01/05/2024 | PAYROLL | PAYROL | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| | | | | | | GENERAL LEDGER TOTAL | | | 1,727,269.95 | 1,727,269.95 |
| APP 99900000-80010 | | | | | | Due To General Fund | | | 1,082,947.81 | |
| | 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP GF001000-11110 | | | | | | Cash Equity | | | | 1,082,947.81 |
| | 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP 99900000-81010 | | | | | | Due To County Road | | | 91,576.85 | |
| | 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP RD810000-11110 | | | | | | Cash Equity | | | | 91,576.85 |
| | 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP 99900000-81080 | | | | | | Due To Human Services | | | 23,989.44 | |
| | 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP HS810000-11110 | | | | | | Cash Equity | | | | 23,989.44 |
| | 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP 99900000-81110 | | | | | | Due To Election Reserve | | | 15,162.33 | |
| | 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP EL100000-11110 | | | | | | Cash Equity | | | | 15,162.33 |
| | 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP 99900000-81150 | | | | | | Due To Juvenile Center | | | 151,317.98 | |
| | 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP JC810000-11110 | | | | | | Cash Equity | | | | 151,317.98 |
| | 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP 99900000-81160 | | | | | | Due To Inmate Benevolence Fund | | | 17,540.00 | |
| | 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP IB810000-11110 | | | | | | Cash Equity | | | | 17,540.00 |
| | 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP 99900000-81480 | | | | | | Due To Public Safety Tax Fund | | | 172,089.89 | |
| | 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP PS810000-11110 | | | | | | Cash Equity | | | | 172,089.89 |
| | 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP 99900000-81490 | | | | | | Due To Protective Insp Srvs Fd | | | 13,450.16 | |
| | 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP BU810000-11110 | | | | | | Cash Equity | | | | 13,450.16 |
| | 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP 99900000-81600 | | | | | | Due To Behavioral Health | | | 20,136.96 | |
| | 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP BHF81000-11110 | | | | | | Cash Equity | | | | 20,136.96 |
| | 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP 99900000-85010 | | | | | | Due To Equipment Rental & Rev | | | 19,631.50 | |
| | 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP ER810000-11110 | | | | | | Cash Equity | | | | 19,631.50 |
| | 01/05/2024 | 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 | | | 593.38 | |
| 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP BS810000-11110 | | | | | Cash Equity | | | | 593.38 |
| 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP 99900000-85020 | | | | | Due To Central Services | | | 36,512.63 | |
| 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP IT810000-11110 | | | | | Cash Equity | | | | 36,512.63 |
| 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP 99900000-81460 | | | | | Due To Clerks Collection Fund | | | 1,433.51 | |
| 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP CC810000-11110 | | | | | Cash Equity | | | | 1,433.51 |
| 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP 99900000-81040 | | | | | Due To Veterans Assistance Fnd | | | 1,956.94 | |
| 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP VA810000-11110 | | | | | Cash Equity | | | | 1,956.94 |
| 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP 99900000-81090 | | | | | Due To Treasurers Inves Pool | | | 1,622.40 | |
| 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP TI810000-11110 | | | | | Cash Equity | | | | 1,622.40 |
| 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP 99900000-81120 | | | | | Due To Treasurers O & M | | | 2,222.64 | |
| 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP TO810000-11110 | | | | | Cash Equity | | | | 2,222.64 |
| 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP 99900000-81200 | | | | | Due To Crime Victim Comp | | | 6,721.89 | |
| 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP CV810000-11110 | | | | | Cash Equity | | | | 6,721.89 |
| 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP 99900000-81240 | | | | | Due To Fairgrounds Oper Budget | | | 14,016.36 | |
| 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP FG810000-11110 | | | | | Cash Equity | | | | 14,016.36 |
| 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP 99900000-81350 | | | | | Due To Sustainable Development | | | 4,974.53 | |
| 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP SD810000-11110 | | | | | Cash Equity | | | | 4,974.53 |
| 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP 99900000-81500 | | | | | Due To Pest Board | | | 2,112.56 | |
| 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP PB810000-11110 | | | | | Cash Equity | | | | 2,112.56 |
| 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP 99900000-81550 | | | | | Due To Solid Waste Collection | | | 6,012.36 | |
| 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP SW810000-11110 | | | | | Cash Equity | | | | 6,012.36 |
| 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP 99900000-83050 | | | | | Due To Capital Projects | | | 11,147.94 | |
| 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP CP810000-11110 | | | | | Cash Equity | | | | 11,147.94 |
| 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP 99900000-85030 | | | | | Due To Workmens Compensation | | | 5,354.47 | |

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 |
|---|---|---|---|---|---|---|---|---|---|---|
| | 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP WC810000-11110 | | | | | | Cash Equity | | | | 5,354.47 |
| | 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP 99900000-85040 | | | | | | Due To Insurance Management | | | 14,138.78 | |
| | 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP IM810000-11110 | | | | | | Cash Equity | | | | 14,138.78 |
| | 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP 99900000-85050 | | | | | | Due To Accumulated Leave | | | 10,606.64 | |
| | 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| APP AL810000-11110 | | | | | | Cash Equity | | | | 10,606.64 |
| | 01/05/2024 | PAYROLL | PAYROL | | | | | | | |
| | | | | | | SYSTEM GENERATED ENTRIES TOTAL | | | 1,727,269.95 | 1,727,269.95 |
| | | | | | | JOURNAL 2024/01/413 TOTAL | | | 3,454,539.90 | 3,454,539.90 |

JOURNAL ENTRIES TO BE CREATED

| FUND / ACCOUNT | YEAR | PER | JNL | EFF DATE | ACCOUNT DESCRIPTION | | DEBIT | CREDIT |
|---|---|---|---|---|---|---|---|---|
| 0010 General Fund | 2024 | 1 | 413 | 01/05/2024 | | | | |
| GF001000-11110 | | | | | Cash Equity | | | 1,082,947.81 |
| GF005000-21340 | | | | | Vouchers Payable | | 1,082,947.81 | |
| | | | | | | FUND TOTAL | 1,082,947.81 | 1,082,947.81 |
| 1010 County Road | 2024 | 1 | 413 | 01/05/2024 | | | | |
| RD810000-11110 | | | | | Cash Equity | | | 91,576.85 |
| RD850000-21340 | | | | | Vouchers Payable | | 91,576.85 | |
| | | | | | | FUND TOTAL | 91,576.85 | 91,576.85 |
| 1040 Veterans Assistance Fund | 2024 | 1 | 413 | 01/05/2024 | | | | |
| VA810000-11110 | | | | | Cash Equity | | | 1,956.94 |
| VA850000-21340 | | | | | Vouchers Payable | | 1,956.94 | |
| | | | | | | FUND TOTAL | 1,956.94 | 1,956.94 |
| 1080 Human Services | 2024 | 1 | 413 | 01/05/2024 | | | | |
| HS810000-11110 | | | | | Cash Equity | | | 23,989.44 |
| HS850000-21340 | | | | | Vouchers Payable | | 23,989.44 | |
| | | | | | | FUND TOTAL | 23,989.44 | 23,989.44 |
| 1090 Treasurers Investment Pool | 2024 | 1 | 413 | 01/05/2024 | | | | |
| TI810000-11110 | | | | | Cash Equity | | | 1,622.40 |
| TI850000-21340 | | | | | Vouchers Payable | | 1,622.40 | |
| | | | | | | FUND TOTAL | 1,622.40 | 1,622.40 |
| 1110 Election Reserve | 2024 | 1 | 413 | 01/05/2024 | | | | |
| EL100000-11110 | | | | | Cash Equity | | | 15,162.33 |
| EL500000-21340 | | | | | Vouchers Payable | | 15,162.33 | |
| | | | | | | FUND TOTAL | 15,162.33 | 15,162.33 |
| 1120 Treasurers O & M | 2024 | 1 | 413 | 01/05/2024 | | | | |
| TO810000-11110 | | | | | Cash Equity | | | 2,222.64 |
| TO850000-21340 | | | | | Vouchers Payable | | 2,222.64 | |
| | | | | | | FUND TOTAL | 2,222.64 | 2,222.64 |
| 1150 Juvenile Center | 2024 | 1 | 413 | 01/05/2024 | | | | |
| JC810000-11110 | | | | | Cash Equity | | | 151,317.98 |
| JC850000-21340 | | | | | Vouchers Payable | | 151,317.98 | |
| | | | | | | FUND TOTAL | 151,317.98 | 151,317.98 |
| 1160 Inmate Benevolence Fund | 2024 | 1 | 413 | 01/05/2024 | | | | |

JOURNAL ENTRIES TO BE CREATED

| FUND / ACCOUNT | YEAR | PER | JNL | EFF DATE | ACCOUNT DESCRIPTION | | DEBIT | CREDIT |
|---|---|---|---|---|---|---|---|---|
| IB810000-11110 | | | | | Cash Equity | | | 17,540.00 |
| IB850000-21340 | | | | | Vouchers Payable | | 17,540.00 | |
| | | | | | | FUND TOTAL | 17,540.00 | 17,540.00 |
| 1200 Crime Victim Comp | 2024 | 1 | 413 | 01/05/2024 | | | | |
| CV810000-11110 | | | | | Cash Equity | | | 6,721.89 |
| CV850000-21340 | | | | | Vouchers Payable | | 6,721.89 | |
| | | | | | | FUND TOTAL | 6,721.89 | 6,721.89 |
| 1240 Event Center | 2024 | 1 | 413 | 01/05/2024 | | | | |
| FG810000-11110 | | | | | Cash Equity | | | 14,016.36 |
| FG850000-21340 | | | | | Vouchers Payable | | 14,016.36 | |
| | | | | | | FUND TOTAL | 14,016.36 | 14,016.36 |
| 1270 Boating Safety & Patrol Fund | 2024 | 1 | 413 | 01/05/2024 | | | | |
| BS810000-11110 | | | | | Cash Equity | | | 593.38 |
| BS850000-21340 | | | | | Vouchers Payable | | 593.38 | |
| | | | | | | FUND TOTAL | 593.38 | 593.38 |
| 1350 Sustainable Development | 2024 | 1 | 413 | 01/05/2024 | | | | |
| SD810000-11110 | | | | | Cash Equity | | | 4,974.53 |
| SD850000-21340 | | | | | Vouchers Payable | | 4,974.53 | |
| | | | | | | FUND TOTAL | 4,974.53 | 4,974.53 |
| 1460 Clerks Collection Fund | 2024 | 1 | 413 | 01/05/2024 | | | | |
| CC810000-11110 | | | | | Cash Equity | | | 1,433.51 |
| CC850000-21340 | | | | | Vouchers Payable | | 1,433.51 | |
| | | | | | | FUND TOTAL | 1,433.51 | 1,433.51 |
| 1480 Public Safety Tax Fund | 2024 | 1 | 413 | 01/05/2024 | | | | |
| PS810000-11110 | | | | | Cash Equity | | | 172,089.89 |
| PS850000-21340 | | | | | Vouchers Payable | | 172,089.89 | |
| | | | | | | FUND TOTAL | 172,089.89 | 172,089.89 |
| 1490 Protective Inspection Srvs Fnd | 2024 | 1 | 413 | 01/05/2024 | | | | |
| BU810000-11110 | | | | | Cash Equity | | | 13,450.16 |
| BU850000-21340 | | | | | Vouchers Payable | | 13,450.16 | |
| | | | | | | FUND TOTAL | 13,450.16 | 13,450.16 |
| 1500 Pest Board | 2024 | 1 | 413 | 01/05/2024 | | | | |
| PB810000-11110 | | | | | Cash Equity | | | 2,112.56 |

| FUND / ACCOUNT | YEAR | PER | JNL | EFF DATE | ACCOUNT DESCRIPTION | | DEBIT | CREDIT |
|---|---|---|---|---|---|---|---|---|
| PB850000-21340 | | | | | Vouchers Payable | | 2,112.56 | |
| | | | | | | FUND TOTAL | 2,112.56 | 2,112.56 |
| 1550 Solid Waste Collection Fund | 2024 | 1 | 413 | 01/05/2024 | | | | |
| SW810000-11110 | | | | | Cash Equity | | | 6,012.36 |
| SW850000-21340 | | | | | Vouchers Payable | | 6,012.36 | |
| | | | | | | FUND TOTAL | 6,012.36 | 6,012.36 |
| 1600 Behavioral Health | 2024 | 1 | 413 | 01/05/2024 | | | | |
| BHF81000-11110 | | | | | Cash Equity | | | 20,136.96 |
| BHF85000-21340 | | | | | Vouchers Payable | | 20,136.96 | |
| | | | | | | FUND TOTAL | 20,136.96 | 20,136.96 |
| 3050 Capital Projects | 2024 | 1 | 413 | 01/05/2024 | | | | |
| CP810000-11110 | | | | | Cash Equity | | | 11,147.94 |
| CP850000-21340 | | | | | Vouchers Payable | | 11,147.94 | |
| | | | | | | FUND TOTAL | 11,147.94 | 11,147.94 |
| 5010 Equipment Rental & Revolving | 2024 | 1 | 413 | 01/05/2024 | | | | |
| ER810000-11110 | | | | | Cash Equity | | | 19,631.50 |
| ER850000-21340 | | | | | Vouchers Payable | | 19,631.50 | |
| | | | | | | FUND TOTAL | 19,631.50 | 19,631.50 |
| 5020 Central Services | 2024 | 1 | 413 | 01/05/2024 | | | | |
| IT810000-11110 | | | | | Cash Equity | | | 36,512.63 |
| IT850000-21340 | | | | | Vouchers Payable | | 36,512.63 | |
| | | | | | | FUND TOTAL | 36,512.63 | 36,512.63 |
| 5030 Workmens Compensation | 2024 | 1 | 413 | 01/05/2024 | | | | |
| WC810000-11110 | | | | | Cash Equity | | | 5,354.47 |
| WC850000-21340 | | | | | Vouchers Payable | | 5,354.47 | |
| | | | | | | FUND TOTAL | 5,354.47 | 5,354.47 |
| 5040 Insurance Management | 2024 | 1 | 413 | 01/05/2024 | | | | |
| IM810000-11110 | | | | | Cash Equity | | | 14,138.78 |
| IM850000-21340 | | | | | Vouchers Payable | | 14,138.78 | |
| | | | | | | FUND TOTAL | 14,138.78 | 14,138.78 |
| 5050 Accumulated Leave | 2024 | 1 | 413 | 01/05/2024 | | | | |
| AL810000-11110 | | | | | Cash Equity | | | 10,606.64 |
| AL850000-21340 | | | | | Vouchers Payable | | 10,606.64 | |

JOURNAL ENTRIES TO BE CREATED

| FUND / ACCOUNT | YEAR | PER | JNL | EFF DATE | ACCOUNT DESCRIPTION | DEBIT | CREDIT |
|---|---|---|---|---|---|---|---|
| | | | | | FUND TOTAL | 10,606.64 | 10,606.64 |
| 9999 Treasurers Pooled Cash | 2024 | 1 | 413 | 01/05/2024 | | | |
| 99900000-11124 | | | | | Federal Tax | | 1,727,269.95 |
| 99900000-80010 | | | | | Due To General Fund | 1,082,947.81 | |
| 99900000-81010 | | | | | Due To County Road | 91,576.85 | |
| 99900000-81040 | | | | | Due To Veterans Assistance Fnd | 1,956.94 | |
| 99900000-81080 | | | | | Due To Human Services | 23,989.44 | |
| 99900000-81090 | | | | | Due To Treasurers Inves Pool | 1,622.40 | |
| 99900000-81110 | | | | | Due To Election Reserve | 15,162.33 | |
| 99900000-81120 | | | | | Due To Treasurers O & M | 2,222.64 | |
| 99900000-81150 | | | | | Due To Juvenile Center | 151,317.98 | |
| 99900000-81160 | | | | | Due To Inmate Benevolence Fund | 17,540.00 | |
| 99900000-81200 | | | | | Due To Crime Victim Comp | 6,721.89 | |
| 99900000-81240 | | | | | Due To Fairgrounds Oper Budget | 14,016.36 | |
| 99900000-81270 | | | | | Due To Boating Safety & Patrol | 593.38 | |
| 99900000-81350 | | | | | Due To Sustainable Development | 4,974.53 | |
| 99900000-81460 | | | | | Due To Clerks Collection Fund | 1,433.51 | |
| 99900000-81480 | | | | | Due To Public Safety Tax Fund | 172,089.89 | |
| 99900000-81490 | | | | | Due To Protective Insp Srvs Fd | 13,450.16 | |
| 99900000-81500 | | | | | Due To Pest Board | 2,112.56 | |
| 99900000-81550 | | | | | Due To Solid Waste Collection | 6,012.36 | |
| 99900000-81600 | | | | | Due To Behavioral Health | 20,136.96 | |
| 99900000-83050 | | | | | Due To Capital Projects | 11,147.94 | |
| 99900000-85010 | | | | | Due To Equipment Rental & Rev | 19,631.50 | |
| 99900000-85020 | | | | | Due To Central Services | 36,512.63 | |
| 99900000-85030 | | | | | Due To Workmens Compensation | 5,354.47 | |
| 99900000-85040 | | | | | Due To Insurance Management | 14,138.78 | |
| 99900000-85050 | | | | | Due To Accumulated Leave | 10,606.64 | |
| | | | | | FUND TOTAL | 1,727,269.95 | 1,727,269.95 |

JOURNAL ENTRIES TO BE CREATED

| FUND | | DUE TO | DUE FR |
|---|---|---|---|
| 0010 | General Fund | | 1,082,947.81 |
| 1010 | County Road | | 91,576.85 |
| 1040 | Veterans Assistance Fund | | 1,956.94 |
| 1080 | Human Services | | 23,989.44 |
| 1090 | Treasurers Investment Pool | | 1,622.40 |
| 1110 | Election Reserve | | 15,162.33 |
| 1120 | Treasurers O & M | | 2,222.64 |
| 1150 | Juvenile Center | | 151,317.98 |
| 1160 | Inmate Benevolence Fund | | 17,540.00 |
| 1200 | Crime Victim Comp | | 6,721.89 |
| 1240 | Event Center | | 14,016.36 |
| 1270 | Boating Safety & Patrol Fund | | 593.38 |
| 1350 | Sustainable Development | | 4,974.53 |
| 1460 | Clerks Collection Fund | | 1,433.51 |
| 1480 | Public Safety Tax Fund | | 172,089.89 |
| 1490 | Protective Inspection Srvs Fnd | | 13,450.16 |
| 1500 | Pest Board | | 2,112.56 |
| 1550 | Solid Waste Collection Fund | | 6,012.36 |
| 1600 | Behavioral Health | | 20,136.96 |
| 3050 | Capital Projects | | 11,147.94 |
| 5010 | Equipment Rental & Revolving | | 19,631.50 |
| 5020 | Central Services | | 36,512.63 |
| 5030 | Workmens Compensation | | 5,354.47 |
| 5040 | Insurance Management | | 14,138.78 |
| 5050 | Accumulated Leave | | 10,606.64 |
| 9999 | Treasurers Pooled Cash | 1,727,269.95 | |
| | TOTAL | 1,727,269.95 | 1,727,269.95 |

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

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
|---|---|---|---|---|---|---|---|---|
| 252612 | 01/05/2024 | PRTD | 105873 | CHAPTER 13 TRUSTEE | 01/05/2024 | | PY0124 | 846.00 |
| | | | | | CHECK | | 252612 TOTAL: | 846.00 |
| 252613 | 01/05/2024 | PRTD | 102372 | FRATERNAL ORDER OF POLICE | 01/05/2024 | | PY0124 | 302.00 |
| | | | | | CHECK | | 252613 TOTAL: | 302.00 |
| 252614 | 01/05/2024 | PRTD | 101127 | IDAHO DEPARTMENT OF, HEALTH AND WEL | 01/05/2024 | | PY0124 | 229.00 |
| | | | | | CHECK | | 252614 TOTAL: | 229.00 |
| 252615 | 01/05/2024 | PRTD | 104129 | TEAMSTERS LEGAL DEFENSE TRUST | 01/05/2024 | | PY0124 | 557.48 |
| | | | | | CHECK | | 252615 TOTAL: | 557.48 |
| 252616 | 01/05/2024 | PRTD | 104131 | TEAMSTERS LOCAL #839 | 01/05/2024 | | PY0124 | 9,021.00 |
| | | | | | CHECK | | 252616 TOTAL: | 9,021.00 |
| 252617 | 01/05/2024 | PRTD | 104130 | TEAMSTERS LOCAL UNION NO. 760 | 01/05/2024 | | PY0124 | 1,198.00 |
| | | | | | CHECK | | 252617 TOTAL: | 1,198.00 |
| 252618 | 01/05/2024 | PRTD | 104413 | W C I F | 01/05/2024 | | PY0124 | 1,050.72 |
| | | | | W C I F | 01/05/2024 | | PY0124 | 57,450.71 |
| | | | | | CHECK | | 252618 TOTAL: | 58,501.43 |
| 252619 | 01/05/2024 | PRTD | 104524 | WESTERN CONFERENCE OF, TEAMSTERS PE | 01/05/2024 | | PY0124 | 35,303.24 |
| | | | | | CHECK | | 252619 TOTAL: | 35,303.24 |
| 252620 | 01/05/2024 | PRTD | 104442 | WSCCC-CNCIL 2 TRUST ACCT | 01/05/2024 | | PY0124 | 5,606.65 |
| | | | | | CHECK | | 252620 TOTAL: | 5,606.65 |
| 252621 | 01/05/2024 | PRTD | 105457 | YAKIMA CO DISTRICT COURT | 01/05/2024 | | PY0124 | 756.95 |
| | | | | | CHECK | | 252621 TOTAL: | 756.95 |

NUMBER OF CHECKS 10 *** CASH ACCOUNT TOTAL *** 112,321.75

| | COUNT | AMOUNT |
|---|---|---|
| TOTAL PRINTED CHECKS | 10 | 112,321.75 |

*** GRAND TOTAL *** 112,321.75

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 |
|---|---|---|---|---|---|
| 2024 1 411 | | | | | |
| APP GF005000-21340 | Vouchers Payable | | | 72,992.22 | |
| 01/05/2024 PY0124 PY0124 | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP 99900000-11120 | AP Check Claims Clearing | | | | 112,321.75 |
| 01/05/2024 PY0124 PY0124 | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP IB850000-21340 | Vouchers Payable | | | 2,125.60 | |
| 01/05/2024 PY0124 PY0124 | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP PS850000-21340 | Vouchers Payable | | | 5,190.85 | |
| 01/05/2024 PY0124 PY0124 | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP AL850000-21340 | Vouchers Payable | | | 44.16 | |
| 01/05/2024 PY0124 PY0124 | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP RD850000-21340 | Vouchers Payable | | | 11,094.24 | |
| 01/05/2024 PY0124 PY0124 | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP ER850000-21340 | Vouchers Payable | | | 2,190.98 | |
| 01/05/2024 PY0124 PY0124 | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP JC850000-21340 | Vouchers Payable | | | 8,717.67 | |
| 01/05/2024 PY0124 PY0124 | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP IT850000-21340 | Vouchers Payable | | | 475.57 | |
| 01/05/2024 PY0124 PY0124 | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP IM850000-21340 | Vouchers Payable | | | 1,287.89 | |
| 01/05/2024 PY0124 PY0124 | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP HS850000-21340 | Vouchers Payable | | | 2,583.65 | |
| 01/05/2024 PY0124 PY0124 | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP VA850000-21340 | Vouchers Payable | | | 69.75 | |
| 01/05/2024 PY0124 PY0124 | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP EL500000-21340 | Vouchers Payable | | | 349.99 | |
| 01/05/2024 PY0124 PY0124 | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP BU850000-21340 | Vouchers Payable | | | 1,208.78 | |
| 01/05/2024 PY0124 PY0124 | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP SW850000-21340 | Vouchers Payable | | | 23.30 | |
| 01/05/2024 PY0124 PY0124 | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP CP850000-21340 | Vouchers Payable | | | 15.87 | |
| 01/05/2024 PY0124 PY0124 | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP WC850000-21340 | Vouchers Payable | | | 16.20 | |
| 01/05/2024 PY0124 PY0124 | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP TI850000-21340 | Vouchers Payable | | | 64.24 | |
| 01/05/2024 PY0124 PY0124 | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP TO850000-21340 | Vouchers Payable | | | 55.20 | |
| 01/05/2024 PY0124 PY0124 | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP CV850000-21340 | Vouchers Payable | | | 37.90 | |
| 01/05/2024 PY0124 PY0124 | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP FG850000-21340 | Vouchers Payable | | | 1,113.97 | |
| 01/05/2024 PY0124 PY0124 | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP SD850000-21340 | Vouchers Payable | | | 1,101.01 | |
| 01/05/2024 PY0124 PY0124 | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP CC850000-21340 | Vouchers Payable | | | 22.67 | |
| 01/05/2024 PY0124 PY0124 | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP PB850000-21340 | Vouchers Payable | | | 3.60 | |

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 |
|---|---|---|---|---|---|---|---|---|---|
| 01/05/2024 | PY0124 | PY0124 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP BHF85000-21340 | | | | | Vouchers Payable | | | 1,535.29 | |
| 01/05/2024 | PY0124 | PY0124 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP BS850000-21340 | | | | | Vouchers Payable | | | 1.15 | |
| 01/05/2024 | PY0124 | PY0124 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| | | | | | GENERAL LEDGER TOTAL | | | 112,321.75 | 112,321.75 |
| APP 99900000-80010 | | | | | Due To General Fund | | | 72,992.22 | |
| 01/05/2024 | PY0124 | PY0124 | | | | | | | |
| APP GF001000-11110 | | | | | Cash Equity | | | | 72,992.22 |
| 01/05/2024 | PY0124 | PY0124 | | | | | | | |
| APP 99900000-81160 | | | | | Due To Inmate Benevolence Fund | | | 2,125.60 | |
| 01/05/2024 | PY0124 | PY0124 | | | | | | | |
| APP IB810000-11110 | | | | | Cash Equity | | | | 2,125.60 |
| 01/05/2024 | PY0124 | PY0124 | | | | | | | |
| APP 99900000-81480 | | | | | Due To Public Safety Tax Fund | | | 5,190.85 | |
| 01/05/2024 | PY0124 | PY0124 | | | | | | | |
| APP PS810000-11110 | | | | | Cash Equity | | | | 5,190.85 |
| 01/05/2024 | PY0124 | PY0124 | | | | | | | |
| APP 99900000-85050 | | | | | Due To Accumulated Leave | | | 44.16 | |
| 01/05/2024 | PY0124 | PY0124 | | | | | | | |
| APP AL810000-11110 | | | | | Cash Equity | | | | 44.16 |
| 01/05/2024 | PY0124 | PY0124 | | | | | | | |
| APP 99900000-81010 | | | | | Due To County Road | | | 11,094.24 | |
| 01/05/2024 | PY0124 | PY0124 | | | | | | | |
| APP RD810000-11110 | | | | | Cash Equity | | | | 11,094.24 |
| 01/05/2024 | PY0124 | PY0124 | | | | | | | |
| APP 99900000-85010 | | | | | Due To Equipment Rental & Rev | | | 2,190.98 | |
| 01/05/2024 | PY0124 | PY0124 | | | | | | | |
| APP ER810000-11110 | | | | | Cash Equity | | | | 2,190.98 |
| 01/05/2024 | PY0124 | PY0124 | | | | | | | |
| APP 99900000-81150 | | | | | Due To Juvenile Center | | | 8,717.67 | |
| 01/05/2024 | PY0124 | PY0124 | | | | | | | |
| APP JC810000-11110 | | | | | Cash Equity | | | | 8,717.67 |
| 01/05/2024 | PY0124 | PY0124 | | | | | | | |
| APP 99900000-85020 | | | | | Due To Central Services | | | 475.57 | |
| 01/05/2024 | PY0124 | PY0124 | | | | | | | |
| APP IT810000-11110 | | | | | Cash Equity | | | | 475.57 |
| 01/05/2024 | PY0124 | PY0124 | | | | | | | |
| APP 99900000-85040 | | | | | Due To Insurance Management | | | 1,287.89 | |
| 01/05/2024 | PY0124 | PY0124 | | | | | | | |
| APP IM810000-11110 | | | | | Cash Equity | | | | 1,287.89 |
| 01/05/2024 | PY0124 | PY0124 | | | | | | | |
| APP 99900000-81080 | | | | | Due To Human Services | | | 2,583.65 | |
| 01/05/2024 | PY0124 | PY0124 | | | | | | | |
| APP HS810000-11110 | | | | | Cash Equity | | | | 2,583.65 |
| 01/05/2024 | PY0124 | PY0124 | | | | | | | |

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 99900000-81040 | | | | | Due To Veterans Assistance Fnd | | | 69.75 | |
| 01/05/2024 PY0124 | PY0124 | | | | | | | | |
| APP VA810000-11110 | | | | | Cash Equity | | | | 69.75 |
| 01/05/2024 PY0124 | PY0124 | | | | | | | | |
| APP 99900000-81110 | | | | | Due To Election Reserve | | | 349.99 | |
| 01/05/2024 PY0124 | PY0124 | | | | | | | | |
| APP EL100000-11110 | | | | | Cash Equity | | | | 349.99 |
| 01/05/2024 PY0124 | PY0124 | | | | | | | | |
| APP 99900000-81490 | | | | | Due To Protective Insp Srvs Fd | | | 1,208.78 | |
| 01/05/2024 PY0124 | PY0124 | | | | | | | | |
| APP BU810000-11110 | | | | | Cash Equity | | | | 1,208.78 |
| 01/05/2024 PY0124 | PY0124 | | | | | | | | |
| APP 99900000-81550 | | | | | Due To Solid Waste Collection | | | 23.30 | |
| 01/05/2024 PY0124 | PY0124 | | | | | | | | |
| APP SW810000-11110 | | | | | Cash Equity | | | | 23.30 |
| 01/05/2024 PY0124 | PY0124 | | | | | | | | |
| APP 99900000-83050 | | | | | Due To Capital Projects | | | 15.87 | |
| 01/05/2024 PY0124 | PY0124 | | | | | | | | |
| APP CP810000-11110 | | | | | Cash Equity | | | | 15.87 |
| 01/05/2024 PY0124 | PY0124 | | | | | | | | |
| APP 99900000-85030 | | | | | Due To Workmens Compensation | | | 16.20 | |
| 01/05/2024 PY0124 | PY0124 | | | | | | | | |
| APP WC810000-11110 | | | | | Cash Equity | | | | 16.20 |
| 01/05/2024 PY0124 | PY0124 | | | | | | | | |
| APP 99900000-81090 | | | | | Due To Treasurers Inves Pool | | | 64.24 | |
| 01/05/2024 PY0124 | PY0124 | | | | | | | | |
| APP TI810000-11110 | | | | | Cash Equity | | | | 64.24 |
| 01/05/2024 PY0124 | PY0124 | | | | | | | | |
| APP 99900000-81120 | | | | | Due To Treasurers O & M | | | 55.20 | |
| 01/05/2024 PY0124 | PY0124 | | | | | | | | |
| APP TO810000-11110 | | | | | Cash Equity | | | | 55.20 |
| 01/05/2024 PY0124 | PY0124 | | | | | | | | |
| APP 99900000-81200 | | | | | Due To Crime Victim Comp | | | 37.90 | |
| 01/05/2024 PY0124 | PY0124 | | | | | | | | |
| APP CV810000-11110 | | | | | Cash Equity | | | | 37.90 |
| 01/05/2024 PY0124 | PY0124 | | | | | | | | |
| APP 99900000-81240 | | | | | Due To Fairgrounds Oper Budget | | | 1,113.97 | |
| 01/05/2024 PY0124 | PY0124 | | | | | | | | |
| APP FG810000-11110 | | | | | Cash Equity | | | | 1,113.97 |
| 01/05/2024 PY0124 | PY0124 | | | | | | | | |
| APP 99900000-81350 | | | | | Due To Sustainable Development | | | 1,101.01 | |
| 01/05/2024 PY0124 | PY0124 | | | | | | | | |
| APP SD810000-11110 | | | | | Cash Equity | | | | 1,101.01 |
| 01/05/2024 PY0124 | PY0124 | | | | | | | | |
| APP 99900000-81460 | | | | | Due To Clerks Collection Fund | | | 22.67 | |
| 01/05/2024 PY0124 | PY0124 | | | | | | | | |
| APP CC810000-11110 | | | | | Cash Equity | | | | 22.67 |
| 01/05/2024 PY0124 | PY0124 | | | | | | | | |
| APP 99900000-81500 | | | | | Due To Pest Board | | | 3.60 | |

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 |
|---|---|---|---|---|---|---|---|---|---|---|
| | 01/05/2024 | PY0124 | PY0124 | | | | | | | |
| APP PB810000-11110 | | | | | | Cash Equity | | | | 3.60 |
| | 01/05/2024 | PY0124 | PY0124 | | | | | | | |
| APP 99900000-81600 | | | | | | Due To Behavioral Health | | | 1,535.29 | |
| | 01/05/2024 | PY0124 | PY0124 | | | | | | | |
| APP BHF81000-11110 | | | | | | Cash Equity | | | | 1,535.29 |
| | 01/05/2024 | PY0124 | PY0124 | | | | | | | |
| APP 99900000-81270 | | | | | | Due To Boating Safety & Patrol | | | 1.15 | |
| | 01/05/2024 | PY0124 | PY0124 | | | | | | | |
| APP BS810000-11110 | | | | | | Cash Equity | | | | 1.15 |
| | 01/05/2024 | PY0124 | PY0124 | | | | | | | |
| | | | | | | SYSTEM GENERATED ENTRIES TOTAL | | | 112,321.75 | 112,321.75 |
| | | | | | | JOURNAL 2024/01/411 TOTAL | | | 224,643.50 | 224,643.50 |

JOURNAL ENTRIES TO BE CREATED

| FUND / ACCOUNT | YEAR | PER | JNL | EFF DATE | ACCOUNT DESCRIPTION | | DEBIT | CREDIT |
|---|---|---|---|---|---|---|---|---|
| 0010 General Fund | 2024 | 1 | 411 | 01/05/2024 | | | | |
| GF001000-11110 | | | | | Cash Equity | | | 72,992.22 |
| GF005000-21340 | | | | | Vouchers Payable | | 72,992.22 | |
| | | | | | | FUND TOTAL | 72,992.22 | 72,992.22 |
| 1010 County Road | 2024 | 1 | 411 | 01/05/2024 | | | | |
| RD810000-11110 | | | | | Cash Equity | | | 11,094.24 |
| RD850000-21340 | | | | | Vouchers Payable | | 11,094.24 | |
| | | | | | | FUND TOTAL | 11,094.24 | 11,094.24 |
| 1040 Veterans Assistance Fund | 2024 | 1 | 411 | 01/05/2024 | | | | |
| VA810000-11110 | | | | | Cash Equity | | | 69.75 |
| VA850000-21340 | | | | | Vouchers Payable | | 69.75 | |
| | | | | | | FUND TOTAL | 69.75 | 69.75 |
| 1080 Human Services | 2024 | 1 | 411 | 01/05/2024 | | | | |
| HS810000-11110 | | | | | Cash Equity | | | 2,583.65 |
| HS850000-21340 | | | | | Vouchers Payable | | 2,583.65 | |
| | | | | | | FUND TOTAL | 2,583.65 | 2,583.65 |
| 1090 Treasurers Investment Pool | 2024 | 1 | 411 | 01/05/2024 | | | | |
| TI810000-11110 | | | | | Cash Equity | | | 64.24 |
| TI850000-21340 | | | | | Vouchers Payable | | 64.24 | |
| | | | | | | FUND TOTAL | 64.24 | 64.24 |
| 1110 Election Reserve | 2024 | 1 | 411 | 01/05/2024 | | | | |
| EL100000-11110 | | | | | Cash Equity | | | 349.99 |
| EL500000-21340 | | | | | Vouchers Payable | | 349.99 | |
| | | | | | | FUND TOTAL | 349.99 | 349.99 |
| 1120 Treasurers O & M | 2024 | 1 | 411 | 01/05/2024 | | | | |
| TO810000-11110 | | | | | Cash Equity | | | 55.20 |
| TO850000-21340 | | | | | Vouchers Payable | | 55.20 | |
| | | | | | | FUND TOTAL | 55.20 | 55.20 |
| 1150 Juvenile Center | 2024 | 1 | 411 | 01/05/2024 | | | | |
| JC810000-11110 | | | | | Cash Equity | | | 8,717.67 |
| JC850000-21340 | | | | | Vouchers Payable | | 8,717.67 | |
| | | | | | | FUND TOTAL | 8,717.67 | 8,717.67 |
| 1160 Inmate Benevolence Fund | 2024 | 1 | 411 | 01/05/2024 | | | | |

JOURNAL ENTRIES TO BE CREATED

| FUND / ACCOUNT | YEAR | PER | JNL | EFF DATE | ACCOUNT DESCRIPTION | | DEBIT | CREDIT |
|---|---|---|---|---|---|---|---|---|
| IB810000-11110 | | | | | Cash Equity | | | 2,125.60 |
| IB850000-21340 | | | | | Vouchers Payable | | 2,125.60 | |
| | | | | | | FUND TOTAL | 2,125.60 | 2,125.60 |
| 1200 Crime Victim Comp | 2024 | 1 | 411 | 01/05/2024 | | | | |
| CV810000-11110 | | | | | Cash Equity | | | 37.90 |
| CV850000-21340 | | | | | Vouchers Payable | | 37.90 | |
| | | | | | | FUND TOTAL | 37.90 | 37.90 |
| 1240 Event Center | 2024 | 1 | 411 | 01/05/2024 | | | | |
| FG810000-11110 | | | | | Cash Equity | | | 1,113.97 |
| FG850000-21340 | | | | | Vouchers Payable | | 1,113.97 | |
| | | | | | | FUND TOTAL | 1,113.97 | 1,113.97 |
| 1270 Boating Safety & Patrol Fund | 2024 | 1 | 411 | 01/05/2024 | | | | |
| BS810000-11110 | | | | | Cash Equity | | | 1.15 |
| BS850000-21340 | | | | | Vouchers Payable | | 1.15 | |
| | | | | | | FUND TOTAL | 1.15 | 1.15 |
| 1350 Sustainable Development | 2024 | 1 | 411 | 01/05/2024 | | | | |
| SD810000-11110 | | | | | Cash Equity | | | 1,101.01 |
| SD850000-21340 | | | | | Vouchers Payable | | 1,101.01 | |
| | | | | | | FUND TOTAL | 1,101.01 | 1,101.01 |
| 1460 Clerks Collection Fund | 2024 | 1 | 411 | 01/05/2024 | | | | |
| CC810000-11110 | | | | | Cash Equity | | | 22.67 |
| CC850000-21340 | | | | | Vouchers Payable | | 22.67 | |
| | | | | | | FUND TOTAL | 22.67 | 22.67 |
| 1480 Public Safety Tax Fund | 2024 | 1 | 411 | 01/05/2024 | | | | |
| PS810000-11110 | | | | | Cash Equity | | | 5,190.85 |
| PS850000-21340 | | | | | Vouchers Payable | | 5,190.85 | |
| | | | | | | FUND TOTAL | 5,190.85 | 5,190.85 |
| 1490 Protective Inspection Srvs Fnd | 2024 | 1 | 411 | 01/05/2024 | | | | |
| BU810000-11110 | | | | | Cash Equity | | | 1,208.78 |
| BU850000-21340 | | | | | Vouchers Payable | | 1,208.78 | |
| | | | | | | FUND TOTAL | 1,208.78 | 1,208.78 |
| 1500 Pest Board | 2024 | 1 | 411 | 01/05/2024 | | | | |
| PB810000-11110 | | | | | Cash Equity | | | 3.60 |

JOURNAL ENTRIES TO BE CREATED

| 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 | 2024 | 1 | 411 | 01/05/2024 | | | |
| SW810000-11110 | | | | Cash Equity | | | 23.30 |
| SW850000-21340 | | | | Vouchers Payable | | 23.30 | |
| | | | | | FUND TOTAL | 23.30 | 23.30 |
| 1600 Behavioral Health | 2024 | 1 | 411 | 01/05/2024 | | | |
| BHF81000-11110 | | | | Cash Equity | | | 1,535.29 |
| BHF85000-21340 | | | | Vouchers Payable | | 1,535.29 | |
| | | | | | FUND TOTAL | 1,535.29 | 1,535.29 |
| 3050 Capital Projects | 2024 | 1 | 411 | 01/05/2024 | | | |
| CP810000-11110 | | | | Cash Equity | | | 15.87 |
| CP850000-21340 | | | | Vouchers Payable | | 15.87 | |
| | | | | | FUND TOTAL | 15.87 | 15.87 |
| 5010 Equipment Rental & Revolving | 2024 | 1 | 411 | 01/05/2024 | | | |
| ER810000-11110 | | | | Cash Equity | | | 2,190.98 |
| ER850000-21340 | | | | Vouchers Payable | | 2,190.98 | |
| | | | | | FUND TOTAL | 2,190.98 | 2,190.98 |
| 5020 Central Services | 2024 | 1 | 411 | 01/05/2024 | | | |
| IT810000-11110 | | | | Cash Equity | | | 475.57 |
| IT850000-21340 | | | | Vouchers Payable | | 475.57 | |
| | | | | | FUND TOTAL | 475.57 | 475.57 |
| 5030 Workmens Compensation | 2024 | 1 | 411 | 01/05/2024 | | | |
| WC810000-11110 | | | | Cash Equity | | | 16.20 |
| WC850000-21340 | | | | Vouchers Payable | | 16.20 | |
| | | | | | FUND TOTAL | 16.20 | 16.20 |
| 5040 Insurance Management | 2024 | 1 | 411 | 01/05/2024 | | | |
| IM810000-11110 | | | | Cash Equity | | | 1,287.89 |
| IM850000-21340 | | | | Vouchers Payable | | 1,287.89 | |
| | | | | | FUND TOTAL | 1,287.89 | 1,287.89 |
| 5050 Accumulated Leave | 2024 | 1 | 411 | 01/05/2024 | | | |
| AL810000-11110 | | | | Cash Equity | | | 44.16 |
| AL850000-21340 | | | | Vouchers Payable | | 44.16 | |

JOURNAL ENTRIES TO BE CREATED

| FUND / ACCOUNT | YEAR | PER | JNL | EFF DATE | ACCOUNT DESCRIPTION | DEBIT | CREDIT |
|---|---|---|---|---|---|---|---|
| | | | | | FUND TOTAL | 44.16 | 44.16 |
| 9999 Treasurers Pooled Cash | 2024 | 1 | 411 | 01/05/2024 | | | |
| 99900000-11120 | | | | | AP Check Claims Clearing | | 112,321.75 |
| 99900000-80010 | | | | | Due To General Fund | 72,992.22 | |
| 99900000-81010 | | | | | Due To County Road | 11,094.24 | |
| 99900000-81040 | | | | | Due To Veterans Assistance Fnd | 69.75 | |
| 99900000-81080 | | | | | Due To Human Services | 2,583.65 | |
| 99900000-81090 | | | | | Due To Treasurers Inves Pool | 64.24 | |
| 99900000-81110 | | | | | Due To Election Reserve | 349.99 | |
| 99900000-81120 | | | | | Due To Treasurers O & M | 55.20 | |
| 99900000-81150 | | | | | Due To Juvenile Center | 8,717.67 | |
| 99900000-81160 | | | | | Due To Inmate Benevolence Fund | 2,125.60 | |
| 99900000-81200 | | | | | Due To Crime Victim Comp | 37.90 | |
| 99900000-81240 | | | | | Due To Fairgrounds Oper Budget | 1,113.97 | |
| 99900000-81270 | | | | | Due To Boating Safety & Patrol | 1.15 | |
| 99900000-81350 | | | | | Due To Sustainable Development | 1,101.01 | |
| 99900000-81460 | | | | | Due To Clerks Collection Fund | 22.67 | |
| 99900000-81480 | | | | | Due To Public Safety Tax Fund | 5,190.85 | |
| 99900000-81490 | | | | | Due To Protective Insp Srvs Fd | 1,208.78 | |
| 99900000-81500 | | | | | Due To Pest Board | 3.60 | |
| 99900000-81550 | | | | | Due To Solid Waste Collection | 23.30 | |
| 99900000-81600 | | | | | Due To Behavioral Health | 1,535.29 | |
| 99900000-83050 | | | | | Due To Capital Projects | 15.87 | |
| 99900000-85010 | | | | | Due To Equipment Rental & Rev | 2,190.98 | |
| 99900000-85020 | | | | | Due To Central Services | 475.57 | |
| 99900000-85030 | | | | | Due To Workmens Compensation | 16.20 | |
| 99900000-85040 | | | | | Due To Insurance Management | 1,287.89 | |
| 99900000-85050 | | | | | Due To Accumulated Leave | 44.16 | |
| | | | | | FUND TOTAL | 112,321.75 | 112,321.75 |

JOURNAL ENTRIES TO BE CREATED

| FUND | | DUE TO | DUE FR |
|---|---|---|---|
| 0010 | General Fund | | 72,992.22 |
| 1010 | County Road | | 11,094.24 |
| 1040 | Veterans Assistance Fund | | 69.75 |
| 1080 | Human Services | | 2,583.65 |
| 1090 | Treasurers Investment Pool | | 64.24 |
| 1110 | Election Reserve | | 349.99 |
| 1120 | Treasurers O & M | | 55.20 |
| 1150 | Juvenile Center | | 8,717.67 |
| 1160 | Inmate Benevolence Fund | | 2,125.60 |
| 1200 | Crime Victim Comp | | 37.90 |
| 1240 | Event Center | | 1,113.97 |
| 1270 | Boating Safety & Patrol Fund | | 1.15 |
| 1350 | Sustainable Development | | 1,101.01 |
| 1460 | Clerks Collection Fund | | 22.67 |
| 1480 | Public Safety Tax Fund | | 5,190.85 |
| 1490 | Protective Inspection Srvs Fnd | | 1,208.78 |
| 1500 | Pest Board | | 3.60 |
| 1550 | Solid Waste Collection Fund | | 23.30 |
| 1600 | Behavioral Health | | 1,535.29 |
| 3050 | Capital Projects | | 15.87 |
| 5010 | Equipment Rental & Revolving | | 2,190.98 |
| 5020 | Central Services | | 475.57 |
| 5030 | Workmens Compensation | | 16.20 |
| 5040 | Insurance Management | | 1,287.89 |
| 5050 | Accumulated Leave | | 44.16 |
| 9999 | Treasurers Pooled Cash | 112,321.75 | |
| | TOTAL | 112,321.75 | 112,321.75 |

** 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: 01/05/2024

Warrants # 252562-252611
Total of all Funds: $156,955.30

EFT # 760
Total of a Funds: $24,424.11

Commissioner_____

Commissioner_____

Commissioner_____

Date Signed_____

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: 01/10/2024

Pcards: # 1480

Total of a Funds: $371,681.68

Commissioner_____

Commissioner_____

Commissioner_____

Date Signed _____

CASH ACCOUNT: 99900000 11123 Procurement Clearing

| CHECK NO | CHK DATE | TYPE | VENDOR NAME | INV DATE | PO | CHECK | NET |
|---|---|---|---|---|---|---|---|
| 1480 | 01/10/2024 | WIRE | 102181 ELAN, CORPORATE PAYMENTS | 01/09/2024 | | | 371,681.68 |
| | | | | | CHECK | 1480 TOTAL: | 371,681.68 |
| | | | NUMBER OF CHECKS 1 | | *** CASH ACCOUNT TOTAL *** | | 371,681.68 |

| | COUNT | AMOUNT |
|---|---|---|
| TOTAL WIRE TRANSFERS | 1 | 371,681.68 |

*** GRAND TOTAL *** 371,681.68

JOURNAL ENTRIES TO BE CREATED

CLERK: JCT

| YEAR PER JNL<br>SRC ACCOUNT<br>EFF DATE | JNL DESC | REF 1 | REF 2 | REF 3 | ACCOUNT DESC<br>LINE DESC | T | OB | DEBIT | CREDIT |
|---|---|---|---|---|---|---|---|---|---|
| 2024 1 631 | | | | | | | | | |
| APP 99900000-21340 | | | | | Vouchers Payable | | | 371,681.68 | |
| 01/10/2024 | CASH DISB | 122723 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP 99900000-11123 | | | | | Procurement Clearing | | | | 371,681.68 |
| 01/10/2024 | CASH DISB | 122723 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| | | | | | JOURNAL 2024/01/631 | TOTAL | | 371,681.68 | 371,681.68 |

JOURNAL ENTRIES TO BE CREATED

| FUND / ACCOUNT | YEAR | PER | JNL | EFF DATE / ACCOUNT DESCRIPTION | DEBIT | CREDIT |
|---|---|---|---|---|---|---|
| 9999 Treasurers Pooled Cash | 2024 | 1 | 631 | 01/10/2024 | | |
| 99900000-11123 | | | | Procurement Clearing | | 371,681.68 |
| 99900000-21340 | | | | Vouchers Payable | 371,681.68 | |
| | | | | FUND TOTAL | 371,681.68 | 371,681.68 |

** 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: 01/11/2024

Warrants # 252834
Total of all Funds: $5,000.00

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 |
|---|---|---|---|---|---|---|---|---|
| 252834 | 01/11/2024 | PRTD | 103590 | POSTMASTER | 01/11/2024 | | 011124 | 5,000.00 |
| | | | | | | CHECK | 252834 TOTAL: | 5,000.00 |
| | | | | NUMBER OF CHECKS 1 | | *** CASH ACCOUNT TOTAL *** | | 5,000.00 |

| | COUNT | AMOUNT |
|---|---|---|
| TOTAL PRINTED CHECKS | 1 | 5,000.00 |

*** GRAND TOTAL *** 5,000.00

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 |
|---|---|---|---|---|---|
| 2024 1 811 | | | | | |
| APP GF005000-21340 01/11/2024 011124 011124 | Vouchers Payable<br>AP CASH DISBURSEMENTS JOURNAL | | | 5,000.00 | |
| APP 99900000-11120 01/11/2024 011124 011124 | AP Check Claims Clearing<br>AP CASH DISBURSEMENTS JOURNAL | | | | 5,000.00 |
| | GENERAL LEDGER TOTAL | | | 5,000.00 | 5,000.00 |
| APP 99900000-80010 01/11/2024 011124 011124 | Due To General Fund | | | 5,000.00 | |
| APP GF001000-11110 01/11/2024 011124 011124 | Cash Equity | | | | 5,000.00 |
| | SYSTEM GENERATED ENTRIES TOTAL | | | 5,000.00 | 5,000.00 |
| | JOURNAL 2024/01/811 TOTAL | | | 10,000.00 | 10,000.00 |

JOURNAL ENTRIES TO BE CREATED

| FUND / ACCOUNT | YEAR | PER | JNL | EFF DATE / ACCOUNT DESCRIPTION | DEBIT | CREDIT |
|---|---|---|---|---|---|---|
| 0010 General Fund | 2024 | 1 | 811 | 01/11/2024 | | |
| GF001000-11110 | | | | Cash Equity | | 5,000.00 |
| GF005000-21340 | | | | Vouchers Payable | 5,000.00 | |
| | | | | FUND TOTAL | 5,000.00 | 5,000.00 |
| 9999 Treasurers Pooled Cash | 2024 | 1 | 811 | 01/11/2024 | | |
| 99900000-11120 | | | | AP Check Claims Clearing | | 5,000.00 |
| 99900000-80010 | | | | Due To General Fund | 5,000.00 | |
| | | | | FUND TOTAL | 5,000.00 | 5,000.00 |

JOURNAL ENTRIES TO BE CREATED

| FUND | DUE TO | DUE FR |
|---|---|---|
| 0010 General Fund | | 5,000.00 |
| 9999 Treasurers Pooled Cash | 5,000.00 | |
| TOTAL | 5,000.00 | 5,000.00 |

** 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: 01/12/2024

Warrants # 252732-252833
Total of all Funds: $882,014.63

EFT # 768-769
Transfers # 1478-1479, 1489
Total of all Funds: $16,862.41

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 |
|---|---|---|---|---|---|---|---|---|
| 252732 | 01/12/2024 | PRTD | 100869 | 911 SUPPLY INC | 12/29/2023 | | 011224 | 65.74 |
| | | | | 911 SUPPLY INC | 12/29/2023 | | 011224 | 155.42 |
| | | | | | | CHECK | 252732 TOTAL: | 221.16 |
| 252733 | 01/12/2024 | PRTD | 100037 | A T & T | 12/01/2023 | | 011224 | 8.25 |
| | | | | | | CHECK | 252733 TOTAL: | 8.25 |
| 252734 | 01/12/2024 | PRTD | 105901 | ALTIS COUNSELING ASSOCIATES LLC | 12/31/2023 | | 011224 | 300.00 |
| | | | | | | CHECK | 252734 TOTAL: | 300.00 |
| 252735 | 01/12/2024 | PRTD | 101377 | ARAMARK CORRECTIONAL SVCS LLC | 12/27/2023 | | 011224 | 24,109.70 |
| | | | | ARAMARK CORRECTIONAL SVCS LLC | 12/27/2023 | | 011224 | 19,658.94 |
| | | | | ARAMARK CORRECTIONAL SVCS LLC | 01/03/2024 | | 011224 | 24,939.17 |
| | | | | | | CHECK | 252735 TOTAL: | 68,707.81 |
| 252736 | 01/12/2024 | PRTD | 101372 | ARC OF TRI-CITIES, INC, THE | 12/20/2023 | | 011224 | 23,744.34 |
| | | | | ARC OF TRI-CITIES, INC, THE | 08/21/2023 | | 011224 | 1,532.18 |
| | | | | ARC OF TRI-CITIES, INC, THE | 10/20/2023 | | 011224 | 2,598.45 |
| | | | | ARC OF TRI-CITIES, INC, THE | 11/06/2023 | | 011224 | 2,202.75 |
| | | | | ARC OF TRI-CITIES, INC, THE | 11/17/2023 | | 011224 | 2,182.45 |
| | | | | ARC OF TRI-CITIES, INC, THE | 12/20/2023 | | 011224 | 2,159.49 |
| | | | | ARC OF TRI-CITIES, INC, THE | 12/13/2023 | | 011224 | 2,884.53 |
| | | | | ARC OF TRI-CITIES, INC, THE | 12/13/2023 | | 011224 | 4,147.04 |
| | | | | ARC OF TRI-CITIES, INC, THE | 12/13/2023 | | 011224 | 3,625.04 |
| | | | | ARC OF TRI-CITIES, INC, THE | 12/13/2023 | | 011224 | 3,863.34 |
| | | | | | | CHECK | 252736 TOTAL: | 48,939.61 |
| 252737 | 01/12/2024 | PRTD | 105921 | ASCERTAIN POLYGRAPH SERVICES LLC | 01/03/2024 | | 011224 | 350.00 |

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
|---|---|---|---|---|---|---|---|---|
| | | | | | | CHECK | 252737 TOTAL: | 350.00 |
| 252738 | 01/12/2024 | PRTD | 100621 | BADGER METER INC | 12/28/2023 | | 011224 | 168.21 |
| | | | | | | CHECK | 252738 TOTAL: | 168.21 |
| 252739 | 01/12/2024 | PRTD | 101458 | BASIN DISPOSAL INC | 12/31/2023 | | 011224 | 201.77 |
| | | | | | | CHECK | 252739 TOTAL: | 201.77 |
| 252740 | 01/12/2024 | PRTD | 101532 | BENTON CLEAN AIR AGENCY | 01/02/2024 | | 011224 | 10,303.39 |
| | | | | | | CHECK | 252740 TOTAL: | 10,303.39 |
| 252741 | 01/12/2024 | PRTD | 105937 | BF VENTURES LLC | 11/09/2023 | | 011224 | 4,739.58 |
| | | | | BF VENTURES LLC | 11/09/2023 | | 011224 | 4,500.00 |
| | | | | BF VENTURES LLC | 11/09/2023 | | 011224 | 4,500.00 |
| | | | | | | CHECK | 252741 TOTAL: | 13,739.58 |
| 252742 | 01/12/2024 | PRTD | 101895 | C I INFORMATION MANAGEMENT | 12/31/2023 | | 011224 | 148.68 |
| | | | | C I INFORMATION MANAGEMENT | 12/31/2023 | | 011224 | 29.74 |
| | | | | C I INFORMATION MANAGEMENT | 12/31/2023 | | 011224 | 59.47 |
| | | | | C I INFORMATION MANAGEMENT | 12/31/2023 | | 011224 | 118.94 |
| | | | | C I INFORMATION MANAGEMENT | 12/31/2023 | | 011224 | 1,925.41 |
| | | | | C I INFORMATION MANAGEMENT | 12/31/2023 | | 011224 | 148.68 |
| | | | | | | CHECK | 252742 TOTAL: | 2,430.92 |
| 252743 | 01/12/2024 | PRTD | 105956 | CAL INTERPRETING AND TRANSLATIONS | 12/07/2023 | | 011224 | 590.00 |
| | | | | | | CHECK | 252743 TOTAL: | 590.00 |
| 252744 | 01/12/2024 | PRTD | 101707 | CAMPBELL, LLC-LMHC, AMY P | 01/04/2024 | | 011224 | 2,400.00 |
| | | | | CAMPBELL, LLC-LMHC, AMY P | 11/27/2023 | | 011224 | 3,200.00 |
| | | | | CAMPBELL, LLC-LMHC, AMY P | 01/03/2024 | | 011224 | 625.00 |

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
|---|---|---|---|---|---|---|---|---|
| | | | | | | CHECK | 252744 TOTAL: | 6,225.00 |
| 252745 | 01/12/2024 | PRTD | 104996 | CARMELA PORFINO PINEDA | 12/20/2023 | | 011224 | 348.13 |
| | | | | | | CHECK | 252745 TOTAL: | 348.13 |
| 252746 | 01/12/2024 | PRTD | 103825 | CH PASCO, LLC | 12/21/2023 | | 011224 | 125.56 |
| | | | | CH PASCO, LLC | 12/21/2023 | | 011224 | 125.00 |
| | | | | CH PASCO, LLC | 12/21/2023 | | 011224 | 100.00 |
| | | | | CH PASCO, LLC | 12/21/2023 | | 011224 | 1,237.00 |
| | | | | CH PASCO, LLC | 12/21/2023 | | 011224 | 1,148.00 |
| | | | | CH PASCO, LLC | 12/21/2023 | | 011224 | 82.72 |
| | | | | CH PASCO, LLC | 12/21/2023 | | 011224 | 1,173.00 |
| | | | | CH PASCO, LLC | 12/21/2023 | | 011224 | 82.48 |
| | | | | CH PASCO, LLC | 12/21/2023 | | 011224 | 1,148.00 |
| | | | | CH PASCO, LLC | 12/21/2023 | | 011224 | 78.84 |
| | | | | CH PASCO, LLC | 12/21/2023 | | 011224 | 1,173.00 |
| | | | | CH PASCO, LLC | 12/21/2023 | | 011224 | 80.46 |
| | | | | CH PASCO, LLC | 12/21/2023 | | 011224 | 1,173.00 |
| | | | | CH PASCO, LLC | 12/21/2023 | | 011224 | 79.15 |
| | | | | CH PASCO, LLC | 12/21/2023 | | 011224 | 1,173.00 |
| | | | | CH PASCO, LLC | 12/21/2023 | | 011224 | 77.48 |
| | | | | CH PASCO, LLC | 12/21/2023 | | 011224 | 1,148.00 |
| | | | | CH PASCO, LLC | 12/21/2023 | | 011224 | 80.80 |
| | | | | CH PASCO, LLC | 12/21/2023 | | 011224 | 466.59 |
| | | | | | | CHECK | 252746 TOTAL: | 10,752.08 |

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
|---|---|---|---|---|---|---|---|---|
| 252747 | 01/12/2024 | PRTD | 101829 | CIVIC RESEARCH INSTITUTE, INC. | 01/04/2024 | | 011224 | 179.95 |
| | | | | | | CHECK | 252747 TOTAL: | 179.95 |
| 252748 | 01/12/2024 | PRTD | 101860 | COLEMAN OIL COMPANY | 12/31/2023 | | 011224 | 36.62 |
| | | | | COLEMAN OIL COMPANY | 12/31/2023 | | 011224 | 463.96 |
| | | | | COLEMAN OIL COMPANY | 12/31/2023 | | 011224 | 42.04 |
| | | | | COLEMAN OIL COMPANY | 12/31/2023 | | 011224 | 898.72 |
| | | | | COLEMAN OIL COMPANY | 12/31/2023 | | 011224 | 734.14 |
| | | | | COLEMAN OIL COMPANY | 12/31/2023 | | 011224 | 108.64 |
| | | | | COLEMAN OIL COMPANY | 12/31/2023 | | 011224 | 43.26 |
| | | | | | | CHECK | 252748 TOTAL: | 2,327.38 |
| 252749 | 01/12/2024 | PRTD | 101911 | COMPASS CAREER SOLUTIONS LLC | 12/20/2023 | | 011224 | 7,995.75 |
| | | | | | | CHECK | 252749 TOTAL: | 7,995.75 |
| 252750 | 01/12/2024 | PRTD | 101784 | COMPREHENSIVE HEALTHCARE | 01/03/2024 | | 011224 | 2,300.00 |
| | | | | | | CHECK | 252750 TOTAL: | 2,300.00 |
| 252751 | 01/12/2024 | PRTD | 101913 | COMPUNET, INC | 12/31/2023 | | 011224 | 375.00 |
| | | | | COMPUNET, INC | 12/31/2023 | | 011224 | 525.00 |
| | | | | | | CHECK | 252751 TOTAL: | 900.00 |
| 252752 | 01/12/2024 | PRTD | 101918 | CONNELL OIL INC | 12/31/2023 | | 011224 | 50.98 |
| | | | | CONNELL OIL INC | 12/31/2023 | | 011224 | 228.34 |
| | | | | CONNELL OIL INC | 12/31/2023 | | 011224 | 1,373.36 |
| | | | | | | CHECK | 252752 TOTAL: | 1,652.68 |
| 252753 | 01/12/2024 | PRTD | 101928 | CONSOLIDATED TECHNOLOGY, SERVICES | 01/02/2024 | | 011224 | 220.00 |

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
|---|---|---|---|---|---|---|---|---|
| | | | | | | CHECK | 252753 TOTAL: | 220.00 |
| 252754 | 01/12/2024 | PRTD | 101939 | COPPER MOUNTAIN APARTMENTS LLC | 12/21/2023 | | 011224 | 1,260.00 |
| | | | | COPPER MOUNTAIN APARTMENTS LLC | 12/21/2023 | | 011224 | 1,260.00 |
| | | | | COPPER MOUNTAIN APARTMENTS LLC | 12/21/2023 | | 011224 | 1,260.00 |
| | | | | COPPER MOUNTAIN APARTMENTS LLC | 12/21/2023 | | 011224 | 1,260.00 |
| | | | | | | CHECK | 252754 TOTAL: | 5,040.00 |
| 252755 | 01/12/2024 | PRTD | 105947 | CORRECTIONS CONSULTING SERVICES LLC | 12/21/2023 | | 011224 | 9,775.00 |
| | | | | | | CHECK | 252755 TOTAL: | 9,775.00 |
| 252756 | 01/12/2024 | PRTD | 105307 | COWLITZ COUNTY | 01/08/2024 | | 011224 | 1,050.00 |
| | | | | | | CHECK | 252756 TOTAL: | 1,050.00 |
| 252757 | 01/12/2024 | PRTD | 105944 | CRE 5600 PARTNERS LLC | 12/21/2023 | | 011224 | 1,272.00 |
| | | | | CRE 5600 PARTNERS LLC | 12/21/2023 | | 011224 | 462.00 |
| | | | | CRE 5600 PARTNERS LLC | 12/21/2023 | | 011224 | 462.00 |
| | | | | CRE 5600 PARTNERS LLC | 12/21/2023 | | 011224 | 462.00 |
| | | | | CRE 5600 PARTNERS LLC | 12/21/2023 | | 011224 | 462.00 |
| | | | | CRE 5600 PARTNERS LLC | 12/21/2023 | | 011224 | 408.00 |
| | | | | | | CHECK | 252757 TOTAL: | 3,528.00 |
| 252758 | 01/12/2024 | PRTD | 101991 | CROSSPOINTE APTS. | 12/20/2023 | | 011224 | 1,560.00 |
| | | | | CROSSPOINTE APTS. | 12/20/2023 | | 011224 | 115.25 |
| | | | | CROSSPOINTE APTS. | 12/20/2023 | | 011224 | 1,585.00 |
| | | | | CROSSPOINTE APTS. | 12/20/2023 | | 011224 | 240.68 |
| | | | | CROSSPOINTE APTS. | 12/20/2023 | | 011224 | 1,000.00 |
| | | | | CROSSPOINTE APTS. | 12/22/2023 | | 011224 | 1,545.00 |
| | | | | CROSSPOINTE APTS. | 12/22/2023 | | 011224 | 104.50 |

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
|---|---|---|---|---|---|---|---|---|
| | | | | | | CHECK | 252758 TOTAL: | 6,150.43 |
| 252759 | 01/12/2024 | PRTD | 101995 | CROWN PAPER & JANITORIAL, SUPPLY | 12/27/2023 | | 011224 | 242.29 |
| | | | | CROWN PAPER & JANITORIAL, SUPPLY | 01/03/2024 | | 011224 | 4,506.68 |
| | | | | CROWN PAPER & JANITORIAL, SUPPLY | 01/03/2024 | | 011224 | 2,420.97 |
| | | | | | | CHECK | 252759 TOTAL: | 7,169.94 |
| 252760 | 01/12/2024 | PRTD | 101997 | CROWN PROPERTY MANAGEMENT, LLC | 12/20/2023 | | 011224 | 2,300.00 |
| | | | | CROWN PROPERTY MANAGEMENT, LLC | 12/20/2023 | | 011224 | 45.00 |
| | | | | | | CHECK | 252760 TOTAL: | 2,345.00 |
| 252761 | 01/12/2024 | PRTD | 102032 | DATA MANAGEMENT SERVICES, GAYLYNN B | 12/31/2023 | | 011224 | 120.00 |
| | | | | | | CHECK | 252761 TOTAL: | 120.00 |
| 252762 | 01/12/2024 | PRTD | 102040 | DAY WIRELESS SYSTEMS | 12/19/2023 | | 011224 | 5,043.68 |
| | | | | | | CHECK | 252762 TOTAL: | 5,043.68 |
| 252763 | 01/12/2024 | PRTD | 102017 | DISTRICT AND MUNICIPAL COURT | 01/03/2024 | | 011224 | 6,000.00 |
| | | | | | | CHECK | 252763 TOTAL: | 6,000.00 |
| 252764 | 01/12/2024 | PRTD | 104775 | DMC WEAR PARTS | 11/27/2023 | | 011224 | 18,116.00 |
| | | | | | | CHECK | 252764 TOTAL: | 18,116.00 |
| 252765 | 01/12/2024 | PRTD | 102127 | DORSETT, JENNIFER | 11/28/2023 | | 011224 | 7,242.68 |
| | | | | DORSETT, JENNIFER | 11/28/2023 | | 011224 | 8,800.00 |
| | | | | DORSETT, JENNIFER | 11/28/2023 | | 011224 | 4,000.00 |
| | | | | DORSETT, JENNIFER | 11/28/2023 | | 011224 | 25,627.61 |
| | | | | DORSETT, JENNIFER | 11/28/2023 | | 011224 | 11,450.00 |

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
|---|---|---|---|---|---|---|---|---|
| | | | | | | CHECK | 252765 TOTAL: | 57,120.29 |
| 252766 | 01/12/2024 | PRTD | 102217 | ENTRUST COMMUNITY SERVICES | 12/20/2023 | | 011224 | 26,770.25 |
| | | | | | | CHECK | 252766 TOTAL: | 26,770.25 |
| 252767 | 01/12/2024 | PRTD | 102234 | ESSENTIAL EDUC CORP | 01/03/2024 | | 011224 | 2,578.56 |
| | | | | | | CHECK | 252767 TOTAL: | 2,578.56 |
| 252768 | 01/12/2024 | PRTD | 105620 | EVERHEALTH LLC | 01/03/2024 | | 011224 | 318,827.22 |
| | | | | EVERHEALTH LLC | 01/10/2024 | | 011224 | 22,209.62 |
| | | | | | | CHECK | 252768 TOTAL: | 341,036.84 |
| 252769 | 01/12/2024 | PRTD | 102286 | FELLMAN, TYSON | 12/20/2023 | | 011224 | 700.00 |
| | | | | FELLMAN, TYSON | 12/20/2023 | | 011224 | 700.00 |
| | | | | | | CHECK | 252769 TOTAL: | 1,400.00 |
| 252770 | 01/12/2024 | PRTD | 102286 | FELLMAN, TYSON | 12/20/2023 | | 011224 | 500.00 |
| | | | | | | CHECK | 252770 TOTAL: | 500.00 |
| 252771 | 01/12/2024 | PRTD | 102400 | GALLS, LLC | 12/20/2023 | | 011224 | 347.84 |
| | | | | GALLS, LLC | 12/14/2023 | | 011224 | 85.38 |
| | | | | GALLS, LLC | 12/16/2023 | | 011224 | 158.48 |
| | | | | GALLS, LLC | 12/20/2023 | | 011224 | 86.96 |
| | | | | GALLS, LLC | 12/20/2023 | | 011224 | 24.02 |
| | | | | GALLS, LLC | 12/28/2023 | | 011224 | 33.26 |
| | | | | GALLS, LLC | 12/28/2023 | | 011224 | 9.88 |
| | | | | GALLS, LLC | 12/27/2023 | | 011224 | -184.90 |
| | | | | GALLS, LLC | 12/21/2023 | | 011224 | 85.38 |
| | | | | GALLS, LLC | 12/22/2023 | | 011224 | 388.06 |

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
|---|---|---|---|---|---|---|---|---|
| | | | | | | CHECK | 252771 TOTAL: | 1,034.36 |
| 252772 | 01/12/2024 | PRTD | 102460 | GOODWILL INDUSTRIES OF THE, COLUMBI | 12/20/2023 | | 011224 | 45,396.75 |
| | | | | | | CHECK | 252772 TOTAL: | 45,396.75 |
| 252773 | 01/12/2024 | PRTD | 102485 | GREEN DRAGON INVESTMENTS, LLC | 12/12/2023 | | 011224 | 1,400.00 |
| | | | | GREEN DRAGON INVESTMENTS, LLC | 12/20/2023 | | 011224 | 1,900.00 |
| | | | | GREEN DRAGON INVESTMENTS, LLC | 12/05/2023 | | 011224 | 928.00 |
| | | | | | | CHECK | 252773 TOTAL: | 4,228.00 |
| 252774 | 01/12/2024 | PRTD | 102510 | H D R ENGINEERING INC | 01/08/2024 | | 011224 | 1,076.33 |
| | | | | | | CHECK | 252774 TOTAL: | 1,076.33 |
| 252775 | 01/12/2024 | PRTD | 100791 | HEATHERSTONE PRESERVATION LP | 12/20/2023 | | 011224 | 1,262.00 |
| | | | | HEATHERSTONE PRESERVATION LP | 12/20/2023 | | 011224 | 1,262.00 |
| | | | | HEATHERSTONE PRESERVATION LP | 12/20/2023 | | 011224 | 1,262.00 |
| | | | | HEATHERSTONE PRESERVATION LP | 12/20/2023 | | 011224 | 1,262.00 |
| | | | | | | CHECK | 252775 TOTAL: | 5,048.00 |
| 252776 | 01/12/2024 | PRTD | 102576 | HENRY, MICHAEL MS ABS | 12/31/2023 | | 011224 | 835.00 |
| | | | | HENRY, MICHAEL MS ABS | 12/31/2023 | | 011224 | 865.00 |
| | | | | | | CHECK | 252776 TOTAL: | 1,700.00 |
| 252777 | 01/12/2024 | PRTD | 105825 | HILLCREST FUNERALS AND CREMATION | 11/24/2023 | | 011224 | 120.00 |
| | | | | | | CHECK | 252777 TOTAL: | 120.00 |
| 252778 | 01/12/2024 | PRTD | 102646 | HOUSING AUTHORITY OF THE CITY | 12/20/2023 | | 011224 | 183.00 |
| | | | | HOUSING AUTHORITY OF THE CITY | 12/20/2023 | | 011224 | 153.00 |
| | | | | | | CHECK | 252778 TOTAL: | 336.00 |

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
|---|---|---|---|---|---|---|---|---|
| 252779 | 01/12/2024 | PRTD | 102646 | HOUSING AUTHORITY OF THE CITY | 12/20/2023 | | 011224 | 275.00 |
| | | | | | | CHECK | 252779 TOTAL: | 275.00 |
| 252780 | 01/12/2024 | PRTD | 101092 | HR & CB INC | 12/20/2023 | | 011224 | 280.00 |
| | | | | | | CHECK | 252780 TOTAL: | 280.00 |
| 252781 | 01/12/2024 | PRTD | 101092 | HR & CB INC | 12/20/2023 | | 011224 | 950.00 |
| | | | | | | CHECK | 252781 TOTAL: | 950.00 |
| 252782 | 01/12/2024 | PRTD | 102714 | INTEGRITY LAUNDRY SOLUTIONS | 01/03/2024 | | 011224 | 723.62 |
| | | | | | | CHECK | 252782 TOTAL: | 723.62 |
| 252783 | 01/12/2024 | PRTD | 102790 | JOHNSON CONTROLS FIRE, PROTECTION L | 12/15/2023 | | 011224 | 686.30 |
| | | | | JOHNSON CONTROLS FIRE, PROTECTION L | 12/18/2023 | | 011224 | 743.07 |
| | | | | | | CHECK | 252783 TOTAL: | 1,429.37 |
| 252784 | 01/12/2024 | PRTD | 102823 | KAMIAKIN APTS | 12/05/2023 | | 011224 | 1,089.00 |
| | | | | | | CHECK | 252784 TOTAL: | 1,089.00 |
| 252785 | 01/12/2024 | PRTD | 102826 | KEEFE COMMISSARY NETWORK, LLC | 12/13/2023 | | 011224 | -177.39 |
| | | | | KEEFE COMMISSARY NETWORK, LLC | 12/27/2023 | | 011224 | -1.16 |
| | | | | KEEFE COMMISSARY NETWORK, LLC | 12/27/2023 | | 011224 | 5,419.28 |
| | | | | KEEFE COMMISSARY NETWORK, LLC | 12/26/2023 | | 011224 | -5.29 |
| | | | | KEEFE COMMISSARY NETWORK, LLC | 12/25/2023 | | 011224 | -7.35 |
| | | | | KEEFE COMMISSARY NETWORK, LLC | 12/20/2023 | | 011224 | -69.59 |
| | | | | KEEFE COMMISSARY NETWORK, LLC | 12/20/2023 | | 011224 | 5,939.31 |
| | | | | KEEFE COMMISSARY NETWORK, LLC | 12/18/2023 | | 011224 | -60.53 |
| | | | | KEEFE COMMISSARY NETWORK, LLC | 12/15/2023 | | 011224 | -3.30 |
| | | | | KEEFE COMMISSARY NETWORK, LLC | 12/28/2023 | | 011224 | -.68 |

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
|---|---|---|---|---|---|---|---|---|
| | | | | KEEFE COMMISSARY NETWORK, LLC | 12/27/2023 | | 011224 | -315.49 |
| | | | | KEEFE COMMISSARY NETWORK, LLC | 01/01/2024 | | 011224 | -10.41 |
| | | | | KEEFE COMMISSARY NETWORK, LLC | 01/05/2024 | | 011224 | -55.80 |
| | | | | KEEFE COMMISSARY NETWORK, LLC | 01/03/2024 | | 011224 | 5,135.16 |
| | | | | KEEFE COMMISSARY NETWORK, LLC | 01/03/2024 | | 011224 | -28.34 |
| | | | | KEEFE COMMISSARY NETWORK, LLC | 01/08/2024 | | 011224 | -50.21 |
| | | | | | | CHECK | 252785 TOTAL: | 15,708.21 |
| 252786 | 01/12/2024 | PRTD | 102925 | LANGUAGE LINE SERVICES | 12/31/2023 | | 011224 | 30.00 |
| | | | | | | CHECK | 252786 TOTAL: | 30.00 |
| 252787 | 01/12/2024 | PRTD | 102940 | LAW OFFICE OF SUSAN ELIZABETH , DRU | 12/22/2023 | | 011224 | 3,000.00 |
| | | | | | | CHECK | 252787 TOTAL: | 3,000.00 |
| 252788 | 01/12/2024 | PRTD | 103022 | LOURDES OCCUPATIONAL HEALTH, CLINIC | 01/03/2024 | | 011224 | 100.00 |
| | | | | | | CHECK | 252788 TOTAL: | 100.00 |
| 252789 | 01/12/2024 | PRTD | 105617 | MACKAY & SPOSITO INC | 12/29/2023 | | 011224 | 419.00 |
| | | | | | | CHECK | 252789 TOTAL: | 419.00 |
| 252790 | 01/12/2024 | PRTD | 105565 | MENKE JACKSON BEYER LLP | 12/31/2023 | | 011224 | 2,941.30 |
| | | | | | | CHECK | 252790 TOTAL: | 2,941.30 |
| 252791 | 01/12/2024 | PRTD | 105401 | METRO MART INC | 12/20/2023 | | 011224 | 170.00 |
| | | | | | | CHECK | 252791 TOTAL: | 170.00 |
| 252792 | 01/12/2024 | PRTD | 103216 | MRJN ASSOCIATES LLC | 12/20/2023 | | 011224 | 3,357.00 |
| | | | | | | CHECK | 252792 TOTAL: | 3,357.00 |

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
|---|---|---|---|---|---|---|---|---|
| 252793 | 01/12/2024 | PRTD | 103236 | NACO | 11/02/2023 | | 011224 | 3,311.00 |
| | | | | | | CHECK | 252793 TOTAL: | 3,311.00 |
| 252794 | 01/12/2024 | PRTD | 105953 | OMIGA SOLUTIONS LLC | 12/29/2023 | | 011224 | 1,000.00 |
| | | | | | | CHECK | 252794 TOTAL: | 1,000.00 |
| 252795 | 01/12/2024 | PRTD | 103383 | ONTIME TELECOM, INC | 01/01/2024 | | 011224 | 37.70 |
| | | | | | | CHECK | 252795 TOTAL: | 37.70 |
| 252796 | 01/12/2024 | PRTD | 103393 | ORCHARD HILLS APARTMENTS LLC | 12/20/2023 | | 011224 | 1,107.00 |
| | | | | ORCHARD HILLS APARTMENTS LLC | 12/20/2023 | | 011224 | 1,127.00 |
| | | | | | | CHECK | 252796 TOTAL: | 2,234.00 |
| 252797 | 01/12/2024 | PRTD | 103419 | OXFORD HOUSE INC | 12/19/2023 | | 011224 | 1,391.10 |
| | | | | OXFORD HOUSE INC | 09/30/2023 | | 011224 | 1,391.10 |
| | | | | | | CHECK | 252797 TOTAL: | 2,782.20 |
| 252798 | 01/12/2024 | PRTD | 105871 | PACIFIC NW FORENSIC PATHOLOGY PLLC | 01/03/2024 | | 011224 | 2,100.00 |
| | | | | | | CHECK | 252798 TOTAL: | 2,100.00 |
| 252799 | 01/12/2024 | PRTD | 105724 | PASCO HAVEN LLC | 12/19/2023 | | 011224 | 464.00 |
| | | | | PASCO HAVEN LLC | 12/19/2023 | | 011224 | 464.00 |
| | | | | PASCO HAVEN LLC | 12/19/2023 | | 011224 | 352.00 |
| | | | | | | CHECK | 252799 TOTAL: | 1,280.00 |
| 252800 | 01/12/2024 | PRTD | 103652 | PITNEY BOWES PURCHASE POWER | 12/14/2023 | | 011224 | 2,461.00 |
| | | | | | | CHECK | 252800 TOTAL: | 2,461.00 |
| 252801 | 01/12/2024 | PRTD | 100835 | PRONTO PROCESS SERVICE | 12/05/2023 | | 011224 | 45.00 |
| | | | | PRONTO PROCESS SERVICE | 12/05/2023 | | 011224 | 30.00 |

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
|---|---|---|---|---|---|---|---|---|
| | | | | PRONTO PROCESS SERVICE | 12/01/2023 | | 011224 | 45.00 |
| | | | | PRONTO PROCESS SERVICE | 12/01/2023 | | 011224 | 45.00 |
| | | | | PRONTO PROCESS SERVICE | 12/01/2023 | | 011224 | 45.00 |
| | | | | PRONTO PROCESS SERVICE | 12/05/2023 | | 011224 | 45.00 |
| | | | | PRONTO PROCESS SERVICE | 12/13/2023 | | 011224 | 30.00 |
| | | | | PRONTO PROCESS SERVICE | 12/14/2023 | | 011224 | 45.00 |
| | | | | PRONTO PROCESS SERVICE | 12/11/2023 | | 011224 | 45.00 |
| | | | | PRONTO PROCESS SERVICE | 12/12/2023 | | 011224 | 30.00 |
| | | | | PRONTO PROCESS SERVICE | 12/14/2023 | | 011224 | 45.00 |
| | | | | PRONTO PROCESS SERVICE | 12/15/2023 | | 011224 | 30.00 |
| | | | | PRONTO PROCESS SERVICE | 12/27/2023 | | 011224 | 45.00 |
| | | | | | | CHECK | 252801 TOTAL: | 525.00 |
| 252802 | 01/12/2024 | PRTD | 103684 | RAINWATER, INC | 01/01/2024 | | 011224 | 16.20 |
| | | | | RAINWATER, INC | 01/01/2024 | | 011224 | 15.07 |
| | | | | RAINWATER, INC | 01/01/2024 | | 011224 | 8.64 |
| | | | | RAINWATER, INC | 01/01/2024 | | 011224 | 15.07 |
| | | | | | | CHECK | 252802 TOTAL: | 54.98 |
| 252803 | 01/12/2024 | PRTD | 103686 | RAMON, BERTHA | 01/04/2024 | | 011224 | 8,550.00 |
| | | | | | | CHECK | 252803 TOTAL: | 8,550.00 |
| 252804 | 01/12/2024 | PRTD | 103712 | REDSKY TECHNOLOGIES, INC | 12/31/2023 | | 011224 | 217.40 |
| | | | | | | CHECK | 252804 TOTAL: | 217.40 |
| 252805 | 01/12/2024 | PRTD | 103735 | RESPONDING TO AUTISM SERVICES , INC | 12/20/2023 | | 011224 | 32,628.75 |
| | | | | | | CHECK | 252805 TOTAL: | 32,628.75 |

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
|---|---|---|---|---|---|---|---|---|
| 252806 | 01/12/2024 | PRTD | 103755 | RICOH USA, INC | 12/25/2023 | | 011224 | 476.65 |
| | | | | RICOH USA, INC | 12/15/2023 | | 011224 | 5.00 |
| | | | | RICOH USA, INC | 01/01/2024 | | 011224 | 20.06 |
| | | | | RICOH USA, INC | 01/01/2024 | | 011224 | 182.97 |
| | | | | RICOH USA, INC | 01/01/2024 | | 011224 | 10.13 |
| | | | | | | CHECK | 252806 TOTAL: | 694.81 |
| 252807 | 01/12/2024 | PRTD | 105939 | ROBERT NAGEL | 12/20/2023 | | 011224 | 1,281.00 |
| | | | | | | CHECK | 252807 TOTAL: | 1,281.00 |
| 252808 | 01/12/2024 | PRTD | 105945 | SHELLY HANSEN LLC | 01/03/2024 | | 011224 | 75.00 |
| | | | | | | CHECK | 252808 TOTAL: | 75.00 |
| 252809 | 01/12/2024 | PRTD | 102527 | SHELLY HANSEN RID CERTIFIED, SIGN L | 01/03/2024 | | 011224 | 112.50 |
| | | | | | | CHECK | 252809 TOTAL: | 112.50 |
| 252810 | 01/12/2024 | PRTD | 103909 | STARLITE MOTEL | 12/20/2023 | | 011224 | 975.00 |
| | | | | STARLITE MOTEL | 12/20/2023 | | 011224 | 975.00 |
| | | | | STARLITE MOTEL | 12/20/2023 | | 011224 | 975.00 |
| | | | | STARLITE MOTEL | 12/20/2023 | | 011224 | 975.00 |
| | | | | STARLITE MOTEL | 12/21/2023 | | 011224 | 975.00 |
| | | | | STARLITE MOTEL | 12/21/2023 | | 011224 | 975.00 |
| | | | | | | CHECK | 252810 TOTAL: | 5,850.00 |
| 252811 | 01/12/2024 | PRTD | 104039 | STATE OF WASHINGTON, DEPT. OF LICEN | 01/02/2024 | | 011224 | 4.08 |
| | | | | | | CHECK | 252811 TOTAL: | 4.08 |
| 252812 | 01/12/2024 | PRTD | 104053 | STERICYCLE, INC. | 12/08/2023 | | 011224 | 133.64 |

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
|---|---|---|---|---|---|---|---|---|
| | | | | | | CHECK | 252812 TOTAL: | 133.64 |
| 252813 | 01/12/2024 | PRTD | 104059 | STONEGATE APARTMENTS | 12/20/2023 | | 011224 | 1,335.00 |
| | | | | STONEGATE APARTMENTS | 12/20/2023 | | 011224 | 1,335.00 |
| | | | | | | CHECK | 252813 TOTAL: | 2,670.00 |
| 252814 | 01/12/2024 | PRTD | 104080 | SUNNYSIDE VALLEY IRR DIST | 01/01/2024 | | 011224 | 136.75 |
| | | | | | | CHECK | 252814 TOTAL: | 136.75 |
| 252815 | 01/12/2024 | PRTD | 104136 | TECHNOLOGY UNLIMITED, INC | 12/15/2023 | | 011224 | 434.80 |
| | | | | | | CHECK | 252815 TOTAL: | 434.80 |
| 252816 | 01/12/2024 | PRTD | 104158 | THOMSON REUTERS | 01/01/2024 | | 011224 | 2,761.34 |
| | | | | THOMSON REUTERS | 01/01/2024 | | 011224 | 871.57 |
| | | | | | | CHECK | 252816 TOTAL: | 3,632.91 |
| 252817 | 01/12/2024 | PRTD | 105910 | TRANS UNION LLC | 12/28/2023 | | 011224 | 42.21 |
| | | | | | | CHECK | 252817 TOTAL: | 42.21 |
| 252818 | 01/12/2024 | PRTD | 104196 | TRANSUNION RISK AND ALTERNATIV, DAT | 01/01/2024 | | 011224 | 81.53 |
| | | | | | | CHECK | 252818 TOTAL: | 81.53 |
| 252819 | 01/12/2024 | PRTD | 104226 | TRI-CITY HERALD | 12/31/2023 | | 011224 | 54.00 |
| | | | | | | CHECK | 252819 TOTAL: | 54.00 |
| 252820 | 01/12/2024 | PRTD | 104237 | TRIDEC | 12/01/2023 | | 011224 | 23,000.00 |
| | | | | | | CHECK | 252820 TOTAL: | 23,000.00 |
| 252821 | 01/12/2024 | PRTD | 104269 | U S LINEN & UNIFORM INC | 12/28/2023 | | 011224 | 132.03 |
| | | | | | | CHECK | 252821 TOTAL: | 132.03 |

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
|---|---|---|---|---|---|---|---|---|
| 252822 | 01/12/2024 | PRTD | 104317 | UTILITIES UNDERGROUND LOC CTR | 12/31/2023 | | 011224 | 144.48 |
| | | | | | | CHECK | 252822 TOTAL: | 144.48 |
| 252823 | 01/12/2024 | PRTD | 104324 | VALLEY PUBLISHING CO | 12/20/2023 | | 011224 | 114.06 |
| | | | | VALLEY PUBLISHING CO | 01/01/2024 | | 011224 | 96.00 |
| | | | | | | CHECK | 252823 TOTAL: | 210.06 |
| 252824 | 01/12/2024 | PRTD | 105960 | VERITEXT LLC | 11/20/2023 | | 011224 | 311.86 |
| | | | | | | CHECK | 252824 TOTAL: | 311.86 |
| 252825 | 01/12/2024 | PRTD | 104229 | VISIT TRI-CITIES | 12/13/2023 | | 011224 | 1,250.00 |
| | | | | | | CHECK | 252825 TOTAL: | 1,250.00 |
| 252826 | 01/12/2024 | PRTD | 104984 | VITAL RECORDS HOLDINGS LLC | 12/31/2023 | | 011224 | 7,160.45 |
| | | | | VITAL RECORDS HOLDINGS LLC | 12/31/2023 | | 011224 | 228.02 |
| | | | | VITAL RECORDS HOLDINGS LLC | 12/31/2023 | | 011224 | 1,225.30 |
| | | | | | | CHECK | 252826 TOTAL: | 8,613.77 |
| 252827 | 01/12/2024 | PRTD | 104376 | W A C O | 01/01/2024 | | 011224 | 8,300.50 |
| | | | | | | CHECK | 252827 TOTAL: | 8,300.50 |
| 252828 | 01/12/2024 | PRTD | 104455 | WA ST DEPT OF HEALTH | 12/29/2023 | | 011224 | 185.00 |
| | | | | WA ST DEPT OF HEALTH | 12/15/2023 | | 011224 | 1,511.00 |
| | | | | | | CHECK | 252828 TOTAL: | 1,696.00 |
| 252829 | 01/12/2024 | PRTD | 104368 | WAJCA | 01/04/2024 | | 011224 | 2,844.00 |
| | | | | | | CHECK | 252829 TOTAL: | 2,844.00 |
| 252830 | 01/12/2024 | PRTD | 104470 | WASHINGTON STATE PATROL, BUDGET AND | 01/02/2024 | | 011224 | 34.25 |

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
|---|---|---|---|---|---|---|---|---|
| | | | | | | CHECK | 252830 TOTAL: | 34.25 |
| 252831 | 01/12/2024 | PRTD | 104484 | WM CORPORATE SERVICES INC | 01/01/2024 | | 011224 | 144.56 |
| | | | | | | CHECK | 252831 TOTAL: | 144.56 |
| 252832 | 01/12/2024 | PRTD | 104566 | WINCO FOODS, LLC | 01/03/2024 | | 011224 | 200.00 |
| | | | | WINCO FOODS, LLC | 01/03/2024 | | 011224 | 250.00 |
| | | | | WINCO FOODS, LLC | 01/03/2024 | | 011224 | 170.14 |
| | | | | | | CHECK | 252832 TOTAL: | 620.14 |
| 252833 | 01/12/2024 | PRTD | 104628 | ZIPLY FIBER | 12/01/2023 | | 011224 | 310.12 |
| | | | | | | CHECK | 252833 TOTAL: | 310.12 |

NUMBER OF CHECKS 102 *** CASH ACCOUNT TOTAL *** 882,014.63

| | COUNT | AMOUNT |
|---|---|---|
| TOTAL PRINTED CHECKS | 102 | 882,014.63 |

*** GRAND TOTAL *** 882,014.63

JOURNAL ENTRIES TO BE CREATED

CLERK: MCN

| YEAR PER JNL<br>SRC ACCOUNT<br>EFF DATE JNL DESC | REF 1 | REF 2 | REF 3 | ACCOUNT DESC<br>LINE DESC | T | OB | DEBIT | CREDIT |
|---|---|---|---|---|---|---|---|---|
| 2024 1 806 | | | | | | | | |
| APP GF005000-21340<br>01/12/2024 011224 | 011224 | | | Vouchers Payable<br>AP CASH DISBURSEMENTS JOURNAL | | | 482,391.33 | |
| APP 99900000-11120<br>01/12/2024 011224 | 011224 | | | AP Check Claims Clearing<br>AP CASH DISBURSEMENTS JOURNAL | | | | 882,014.63 |
| APP HS850000-21340<br>01/12/2024 011224 | 011224 | | | Vouchers Payable<br>AP CASH DISBURSEMENTS JOURNAL | | | 275,818.28 | |
| APP JC850000-21340<br>01/12/2024 011224 | 011224 | | | Vouchers Payable<br>AP CASH DISBURSEMENTS JOURNAL | | | 30,473.08 | |
| APP WR850000-21340<br>01/12/2024 011224 | 011224 | | | Vouchers Payable<br>AP CASH DISBURSEMENTS JOURNAL | | | 13,739.58 | |
| APP EL500000-21340<br>01/12/2024 011224 | 011224 | | | Vouchers Payable<br>AP CASH DISBURSEMENTS JOURNAL | | | 2,746.35 | |
| APP PS850000-21340<br>01/12/2024 011224 | 011224 | | | Vouchers Payable<br>AP CASH DISBURSEMENTS JOURNAL | | | 5,543.69 | |
| APP FS850000-21340<br>01/12/2024 011224 | 011224 | | | Vouchers Payable<br>AP CASH DISBURSEMENTS JOURNAL | | | 625.00 | |
| APP SD850000-21340<br>01/12/2024 011224 | 011224 | | | Vouchers Payable<br>AP CASH DISBURSEMENTS JOURNAL | | | 1,268.31 | |
| APP IT850000-21340<br>01/12/2024 011224 | 011224 | | | Vouchers Payable<br>AP CASH DISBURSEMENTS JOURNAL | | | 2,174.12 | |
| APP BU850000-21340<br>01/12/2024 011224 | 011224 | | | Vouchers Payable<br>AP CASH DISBURSEMENTS JOURNAL | | | 228.34 | |
| APP ER850000-21340<br>01/12/2024 011224 | 011224 | | | Vouchers Payable<br>AP CASH DISBURSEMENTS JOURNAL | | | 19,489.36 | |
| APP HH850000-21340<br>01/12/2024 011224 | 011224 | | | Vouchers Payable<br>AP CASH DISBURSEMENTS JOURNAL | | | 2,827.20 | |
| APP VA850000-21340<br>01/12/2024 011224 | 011224 | | | Vouchers Payable<br>AP CASH DISBURSEMENTS JOURNAL | | | 2,690.14 | |
| APP SW850000-21340<br>01/12/2024 011224 | 011224 | | | Vouchers Payable<br>AP CASH DISBURSEMENTS JOURNAL | | | 1,076.33 | |
| APP IB850000-21340<br>01/12/2024 011224 | 011224 | | | Vouchers Payable<br>AP CASH DISBURSEMENTS JOURNAL | | | 15,708.21 | |
| APP PD850000-21340<br>01/12/2024 011224 | 011224 | | | Vouchers Payable<br>AP CASH DISBURSEMENTS JOURNAL | | | 419.00 | |
| APP TO850000-21340<br>01/12/2024 011224 | 011224 | | | Vouchers Payable<br>AP CASH DISBURSEMENTS JOURNAL | | | 4.08 | |
| APP PT850000-21340<br>01/12/2024 011224 | 011224 | | | Vouchers Payable<br>AP CASH DISBURSEMENTS JOURNAL | | | 136.75 | |
| APP RC850000-21340<br>01/12/2024 011224 | 011224 | | | Vouchers Payable<br>AP CASH DISBURSEMENTS JOURNAL | | | 23,000.00 | |
| APP RD850000-21340<br>01/12/2024 011224 | 011224 | | | Vouchers Payable<br>AP CASH DISBURSEMENTS JOURNAL | | | 1,655.48 | |
| | | | | GENERAL LEDGER TOTAL | | | 882,014.63 | 882,014.63 |
| APP 99900000-80010 | | | | Due To General Fund | | | 482,391.33 | |

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 |
|---|---|---|---|---|---|---|---|---|---|
| 01/12/2024 | 011224 | 011224 | | | | | | | |
| APP GF001000-11110 | | | | | Cash Equity | | | | 482,391.33 |
| 01/12/2024 | 011224 | 011224 | | | | | | | |
| APP 99900000-81080 | | | | | Due To Human Services | | | 275,818.28 | |
| 01/12/2024 | 011224 | 011224 | | | | | | | |
| APP HS810000-11110 | | | | | Cash Equity | | | | 275,818.28 |
| 01/12/2024 | 011224 | 011224 | | | | | | | |
| APP 99900000-81150 | | | | | Due To Juvenile Center | | | 30,473.08 | |
| 01/12/2024 | 011224 | 011224 | | | | | | | |
| APP JC810000-11110 | | | | | Cash Equity | | | | 30,473.08 |
| 01/12/2024 | 011224 | 011224 | | | | | | | |
| APP 99900000-81510 | | | | | Due To Work Crew Replacement | | | 13,739.58 | |
| 01/12/2024 | 011224 | 011224 | | | | | | | |
| APP WR810000-11110 | | | | | Cash Equity | | | | 13,739.58 |
| 01/12/2024 | 011224 | 011224 | | | | | | | |
| APP 99900000-81110 | | | | | Due To Election Reserve | | | 2,746.35 | |
| 01/12/2024 | 011224 | 011224 | | | | | | | |
| APP EL100000-11110 | | | | | Cash Equity | | | | 2,746.35 |
| 01/12/2024 | 011224 | 011224 | | | | | | | |
| APP 99900000-81480 | | | | | Due To Public Safety Tax Fund | | | 5,543.69 | |
| 01/12/2024 | 011224 | 011224 | | | | | | | |
| APP PS810000-11110 | | | | | Cash Equity | | | | 5,543.69 |
| 01/12/2024 | 011224 | 011224 | | | | | | | |
| APP 99900000-81380 | | | | | Due To Family Services | | | 625.00 | |
| 01/12/2024 | 011224 | 011224 | | | | | | | |
| APP FS810000-11110 | | | | | Cash Equity | | | | 625.00 |
| 01/12/2024 | 011224 | 011224 | | | | | | | |
| APP 99900000-81350 | | | | | Due To Sustainable Development | | | 1,268.31 | |
| 01/12/2024 | 011224 | 011224 | | | | | | | |
| APP SD810000-11110 | | | | | Cash Equity | | | | 1,268.31 |
| 01/12/2024 | 011224 | 011224 | | | | | | | |
| APP 99900000-85020 | | | | | Due To Central Services | | | 2,174.12 | |
| 01/12/2024 | 011224 | 011224 | | | | | | | |
| APP IT810000-11110 | | | | | Cash Equity | | | | 2,174.12 |
| 01/12/2024 | 011224 | 011224 | | | | | | | |
| APP 99900000-81490 | | | | | Due To Protective Insp Srvs Fd | | | 228.34 | |
| 01/12/2024 | 011224 | 011224 | | | | | | | |
| APP BU810000-11110 | | | | | Cash Equity | | | | 228.34 |
| 01/12/2024 | 011224 | 011224 | | | | | | | |
| APP 99900000-85010 | | | | | Due To Equipment Rental & Rev | | | 19,489.36 | |
| 01/12/2024 | 011224 | 011224 | | | | | | | |
| APP ER810000-11110 | | | | | Cash Equity | | | | 19,489.36 |
| 01/12/2024 | 011224 | 011224 | | | | | | | |
| APP 99900000-81540 | | | | | Due To Homeless Hsng & Assistn | | | 2,827.20 | |
| 01/12/2024 | 011224 | 011224 | | | | | | | |
| APP HH810000-11110 | | | | | Cash Equity | | | | 2,827.20 |
| 01/12/2024 | 011224 | 011224 | | | | | | | |
| APP 99900000-81040 | | | | | Due To Veterans Assistance Fnd | | | 2,690.14 | |
| 01/12/2024 | 011224 | 011224 | | | | | | | |

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 VA810000-11110 01/12/2024 | 011224 | 011224 | | | Cash Equity | | | | 2,690.14 |
| APP 99900000-81550 01/12/2024 | 011224 | 011224 | | | Due To Solid Waste Collection | | | 1,076.33 | |
| APP SW810000-11110 01/12/2024 | 011224 | 011224 | | | Cash Equity | | | | 1,076.33 |
| APP 99900000-81160 01/12/2024 | 011224 | 011224 | | | Due To Inmate Benevolence Fund | | | 15,708.21 | |
| APP IB810000-11110 01/12/2024 | 011224 | 011224 | | | Cash Equity | | | | 15,708.21 |
| APP 99900000-81100 01/12/2024 | 011224 | 011224 | | | Due To Park Development | | | 419.00 | |
| APP PD810000-11110 01/12/2024 | 011224 | 011224 | | | Cash Equity | | | | 419.00 |
| APP 99900000-81120 01/12/2024 | 011224 | 011224 | | | Due To Treasurers O & M | | | 4.08 | |
| APP TO810000-11110 01/12/2024 | 011224 | 011224 | | | Cash Equity | | | | 4.08 |
| APP 99900000-81140 01/12/2024 | 011224 | 011224 | | | Due To Paths & Trails Reserve | | | 136.75 | |
| APP PT810000-11110 01/12/2024 | 011224 | 011224 | | | Cash Equity | | | | 136.75 |
| APP 99900000-81440 01/12/2024 | 011224 | 011224 | | | Due To Rural County Capital Fd | | | 23,000.00 | |
| APP RC810000-11110 01/12/2024 | 011224 | 011224 | | | Cash Equity | | | | 23,000.00 |
| APP 99900000-81010 01/12/2024 | 011224 | 011224 | | | Due To County Road | | | 1,655.48 | |
| APP RD810000-11110 01/12/2024 | 011224 | 011224 | | | Cash Equity | | | | 1,655.48 |
| | | | | | SYSTEM GENERATED ENTRIES TOTAL | | | 882,014.63 | 882,014.63 |
| | | | | | JOURNAL 2024/01/806 TOTAL | | | 1,764,029.26 | 1,764,029.26 |

| FUND / ACCOUNT | YEAR | PER | JNL | EFF DATE / ACCOUNT DESCRIPTION | | DEBIT | CREDIT |
|---|---|---|---|---|---|---|---|
| 0010 General Fund | 2024 | 1 | 806 | 01/12/2024 | | | |
| GF001000-11110 | | | | Cash Equity | | | 482,391.33 |
| GF005000-21340 | | | | Vouchers Payable | | 482,391.33 | |
| | | | | | FUND TOTAL | 482,391.33 | 482,391.33 |
| 1010 County Road | 2024 | 1 | 806 | 01/12/2024 | | | |
| RD810000-11110 | | | | Cash Equity | | | 1,655.48 |
| RD850000-21340 | | | | Vouchers Payable | | 1,655.48 | |
| | | | | | FUND TOTAL | 1,655.48 | 1,655.48 |
| 1040 Veterans Assistance Fund | 2024 | 1 | 806 | 01/12/2024 | | | |
| VA810000-11110 | | | | Cash Equity | | | 2,690.14 |
| VA850000-21340 | | | | Vouchers Payable | | 2,690.14 | |
| | | | | | FUND TOTAL | 2,690.14 | 2,690.14 |
| 1080 Human Services | 2024 | 1 | 806 | 01/12/2024 | | | |
| HS810000-11110 | | | | Cash Equity | | | 275,818.28 |
| HS850000-21340 | | | | Vouchers Payable | | 275,818.28 | |
| | | | | | FUND TOTAL | 275,818.28 | 275,818.28 |
| 1100 Park Development | 2024 | 1 | 806 | 01/12/2024 | | | |
| PD810000-11110 | | | | Cash Equity | | | 419.00 |
| PD850000-21340 | | | | Vouchers Payable | | 419.00 | |
| | | | | | FUND TOTAL | 419.00 | 419.00 |
| 1110 Election Reserve | 2024 | 1 | 806 | 01/12/2024 | | | |
| EL100000-11110 | | | | Cash Equity | | | 2,746.35 |
| EL500000-21340 | | | | Vouchers Payable | | 2,746.35 | |
| | | | | | FUND TOTAL | 2,746.35 | 2,746.35 |
| 1120 Treasurers O & M | 2024 | 1 | 806 | 01/12/2024 | | | |
| TO810000-11110 | | | | Cash Equity | | | 4.08 |
| TO850000-21340 | | | | Vouchers Payable | | 4.08 | |
| | | | | | FUND TOTAL | 4.08 | 4.08 |
| 1140 Paths & Trails Reserve | 2024 | 1 | 806 | 01/12/2024 | | | |
| PT810000-11110 | | | | Cash Equity | | | 136.75 |
| PT850000-21340 | | | | Vouchers Payable | | 136.75 | |
| | | | | | FUND TOTAL | 136.75 | 136.75 |
| 1150 Juvenile Center | 2024 | 1 | 806 | 01/12/2024 | | | |

| FUND / ACCOUNT | YEAR | PER | JNL | EFF DATE / ACCOUNT DESCRIPTION | | DEBIT | CREDIT |
|---|---|---|---|---|---|---|---|
| JC810000-11110 | | | | Cash Equity | | | 30,473.08 |
| JC850000-21340 | | | | Vouchers Payable | | 30,473.08 | |
| | | | | | FUND TOTAL | 30,473.08 | 30,473.08 |
| 1160 Inmate Benevolence Fund | 2024 | 1 | 806 | 01/12/2024 | | | |
| IB810000-11110 | | | | Cash Equity | | | 15,708.21 |
| IB850000-21340 | | | | Vouchers Payable | | 15,708.21 | |
| | | | | | FUND TOTAL | 15,708.21 | 15,708.21 |
| 1350 Sustainable Development | 2024 | 1 | 806 | 01/12/2024 | | | |
| SD810000-11110 | | | | Cash Equity | | | 1,268.31 |
| SD850000-21340 | | | | Vouchers Payable | | 1,268.31 | |
| | | | | | FUND TOTAL | 1,268.31 | 1,268.31 |
| 1380 Family Services | 2024 | 1 | 806 | 01/12/2024 | | | |
| FS810000-11110 | | | | Cash Equity | | | 625.00 |
| FS850000-21340 | | | | Vouchers Payable | | 625.00 | |
| | | | | | FUND TOTAL | 625.00 | 625.00 |
| 1440 Rural County Capital Fund | 2024 | 1 | 806 | 01/12/2024 | | | |
| RC810000-11110 | | | | Cash Equity | | | 23,000.00 |
| RC850000-21340 | | | | Vouchers Payable | | 23,000.00 | |
| | | | | | FUND TOTAL | 23,000.00 | 23,000.00 |
| 1480 Public Safety Tax Fund | 2024 | 1 | 806 | 01/12/2024 | | | |
| PS810000-11110 | | | | Cash Equity | | | 5,543.69 |
| PS850000-21340 | | | | Vouchers Payable | | 5,543.69 | |
| | | | | | FUND TOTAL | 5,543.69 | 5,543.69 |
| 1490 Protective Inspection Srvs Fnd | 2024 | 1 | 806 | 01/12/2024 | | | |
| BU810000-11110 | | | | Cash Equity | | | 228.34 |
| BU850000-21340 | | | | Vouchers Payable | | 228.34 | |
| | | | | | FUND TOTAL | 228.34 | 228.34 |
| 1510 Work Crew Replacement Fund | 2024 | 1 | 806 | 01/12/2024 | | | |
| WR810000-11110 | | | | Cash Equity | | | 13,739.58 |
| WR850000-21340 | | | | Vouchers Payable | | 13,739.58 | |
| | | | | | FUND TOTAL | 13,739.58 | 13,739.58 |
| 1540 Homeless Housing And Assistnce | 2024 | 1 | 806 | 01/12/2024 | | | |
| HH810000-11110 | | | | Cash Equity | | | 2,827.20 |

JOURNAL ENTRIES TO BE CREATED

| FUND / ACCOUNT | YEAR | PER | JNL | EFF DATE | ACCOUNT DESCRIPTION | DEBIT | CREDIT |
|---|---|---|---|---|---|---|---|
| HH850000-21340 | | | | | Vouchers Payable | 2,827.20 | |
| | | | | | FUND TOTAL | 2,827.20 | 2,827.20 |
| 1550 Solid Waste Collection Fund | 2024 | 1 | 806 | 01/12/2024 | | | |
| SW810000-11110 | | | | | Cash Equity | | 1,076.33 |
| SW850000-21340 | | | | | Vouchers Payable | 1,076.33 | |
| | | | | | FUND TOTAL | 1,076.33 | 1,076.33 |
| 5010 Equipment Rental & Revolving | 2024 | 1 | 806 | 01/12/2024 | | | |
| ER810000-11110 | | | | | Cash Equity | | 19,489.36 |
| ER850000-21340 | | | | | Vouchers Payable | 19,489.36 | |
| | | | | | FUND TOTAL | 19,489.36 | 19,489.36 |
| 5020 Central Services | 2024 | 1 | 806 | 01/12/2024 | | | |
| IT810000-11110 | | | | | Cash Equity | | 2,174.12 |
| IT850000-21340 | | | | | Vouchers Payable | 2,174.12 | |
| | | | | | FUND TOTAL | 2,174.12 | 2,174.12 |
| 9999 Treasurers Pooled Cash | 2024 | 1 | 806 | 01/12/2024 | | | |
| 99900000-11120 | | | | | AP Check Claims Clearing | | 882,014.63 |
| 99900000-80010 | | | | | Due To General Fund | 482,391.33 | |
| 99900000-81010 | | | | | Due To County Road | 1,655.48 | |
| 99900000-81040 | | | | | Due To Veterans Assistance Fnd | 2,690.14 | |
| 99900000-81080 | | | | | Due To Human Services | 275,818.28 | |
| 99900000-81100 | | | | | Due To Park Development | 419.00 | |
| 99900000-81110 | | | | | Due To Election Reserve | 2,746.35 | |
| 99900000-81120 | | | | | Due To Treasurers O & M | 4.08 | |
| 99900000-81140 | | | | | Due To Paths & Trails Reserve | 136.75 | |
| 99900000-81150 | | | | | Due To Juvenile Center | 30,473.08 | |
| 99900000-81160 | | | | | Due To Inmate Benevolence Fund | 15,708.21 | |
| 99900000-81350 | | | | | Due To Sustainable Development | 1,268.31 | |
| 99900000-81380 | | | | | Due To Family Services | 625.00 | |
| 99900000-81440 | | | | | Due To Rural County Capital Fd | 23,000.00 | |
| 99900000-81480 | | | | | Due To Public Safety Tax Fund | 5,543.69 | |
| 99900000-81490 | | | | | Due To Protective Insp Srvs Fd | 228.34 | |
| 99900000-81510 | | | | | Due To Work Crew Replacement | 13,739.58 | |
| 99900000-81540 | | | | | Due To Homeless Hsng & Assistn | 2,827.20 | |
| 99900000-81550 | | | | | Due To Solid Waste Collection | 1,076.33 | |
| 99900000-85010 | | | | | Due To Equipment Rental & Rev | 19,489.36 | |
| 99900000-85020 | | | | | Due To Central Services | 2,174.12 | |
| | | | | | FUND TOTAL | 882,014.63 | 882,014.63 |

JOURNAL ENTRIES TO BE CREATED

| FUND | | DUE TO | DUE FR |
|---|---|---|---|
| 0010 | General Fund | | 482,391.33 |
| 1010 | County Road | | 1,655.48 |
| 1040 | Veterans Assistance Fund | | 2,690.14 |
| 1080 | Human Services | | 275,818.28 |
| 1100 | Park Development | | 419.00 |
| 1110 | Election Reserve | | 2,746.35 |
| 1120 | Treasurers O & M | | 4.08 |
| 1140 | Paths & Trails Reserve | | 136.75 |
| 1150 | Juvenile Center | | 30,473.08 |
| 1160 | Inmate Benevolence Fund | | 15,708.21 |
| 1350 | Sustainable Development | | 1,268.31 |
| 1380 | Family Services | | 625.00 |
| 1440 | Rural County Capital Fund | | 23,000.00 |
| 1480 | Public Safety Tax Fund | | 5,543.69 |
| 1490 | Protective Inspection Srvs Fnd | | 228.34 |
| 1510 | Work Crew Replacement Fund | | 13,739.58 |
| 1540 | Homeless Housing And Assistnce | | 2,827.20 |
| 1550 | Solid Waste Collection Fund | | 1,076.33 |
| 5010 | Equipment Rental & Revolving | | 19,489.36 |
| 5020 | Central Services | | 2,174.12 |
| 9999 | Treasurers Pooled Cash | 882,014.63 | |
| | TOTAL | 882,014.63 | 882,014.63 |

** 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 |
|---|---|---|---|---|---|---|---|---|
| 768 | 01/12/2024 | EFT | 102812 | K & H INTEGRATED PRINT, SOLUTIONS | 12/29/2023 | | 011224E | 1,345.77 |
| | | | | | | CHECK | 768 TOTAL: | 1,345.77 |
| 769 | 01/12/2024 | EFT | 103600 | PREMIER INVESTIGATIONS LLC | 11/29/2023 | | 011224E | 1,924.88 |
| | | | | | | CHECK | 769 TOTAL: | 1,924.88 |

NUMBER OF CHECKS 2 *** CASH ACCOUNT TOTAL *** 3,270.65

| | COUNT | AMOUNT |
|---|---|---|
| TOTAL EFT'S | 2 | 3,270.65 |

*** GRAND TOTAL *** 3,270.65

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 |
|---|---|---|---|---|---|---|---|---|---|
| 2024 1 809 | | | | | | | | | |
| APP EL500000-21340 | | | | | Vouchers Payable | | | 1,345.77 | |
| 01/12/2024 | 011224E | 011224 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP 99900000-11121 | | | | | AP Wire Clearing | | | | 3,270.65 |
| 01/12/2024 | 011224E | 011224 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP GF005000-21340 | | | | | Vouchers Payable | | | 1,924.88 | |
| 01/12/2024 | 011224E | 011224 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| | | | | | GENERAL LEDGER TOTAL | | | 3,270.65 | 3,270.65 |
| APP 99900000-81110 | | | | | Due To Election Reserve | | | 1,345.77 | |
| 01/12/2024 | 011224E | 011224 | | | | | | | |
| APP EL100000-11110 | | | | | Cash Equity | | | | 1,345.77 |
| 01/12/2024 | 011224E | 011224 | | | | | | | |
| APP 99900000-80010 | | | | | Due To General Fund | | | 1,924.88 | |
| 01/12/2024 | 011224E | 011224 | | | | | | | |
| APP GF001000-11110 | | | | | Cash Equity | | | | 1,924.88 |
| 01/12/2024 | 011224E | 011224 | | | | | | | |
| | | | | | SYSTEM GENERATED ENTRIES TOTAL | | | 3,270.65 | 3,270.65 |
| | | | | | JOURNAL 2024/01/809 TOTAL | | | 6,541.30 | 6,541.30 |

JOURNAL ENTRIES TO BE CREATED

| FUND / ACCOUNT | YEAR | PER | JNL | EFF DATE / ACCOUNT DESCRIPTION | | DEBIT | CREDIT |
|---|---|---|---|---|---|---|---|
| 0010 General Fund | 2024 | 1 | 809 | 01/12/2024 | | | |
| GF001000-11110 | | | | Cash Equity | | | 1,924.88 |
| GF005000-21340 | | | | Vouchers Payable | | 1,924.88 | |
| | | | | | FUND TOTAL | 1,924.88 | 1,924.88 |
| 1110 Election Reserve | 2024 | 1 | 809 | 01/12/2024 | | | |
| EL100000-11110 | | | | Cash Equity | | | 1,345.77 |
| EL500000-21340 | | | | Vouchers Payable | | 1,345.77 | |
| | | | | | FUND TOTAL | 1,345.77 | 1,345.77 |
| 9999 Treasurers Pooled Cash | 2024 | 1 | 809 | 01/12/2024 | | | |
| 99900000-11121 | | | | AP Wire Clearing | | | 3,270.65 |
| 99900000-80010 | | | | Due To General Fund | | 1,924.88 | |
| 99900000-81110 | | | | Due To Election Reserve | | 1,345.77 | |
| | | | | | FUND TOTAL | 3,270.65 | 3,270.65 |

JOURNAL ENTRIES TO BE CREATED

| FUND | DUE TO | DUE FR |
|---|---|---|
| 0010 General Fund | | 1,924.88 |
| 1110 Election Reserve | | 1,345.77 |
| 9999 Treasurers Pooled Cash | 3,270.65 | |
| TOTAL | 3,270.65 | 3,270.65 |

** 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 |
|---|---|---|---|---|---|---|---|
| 1478 | 01/12/2024 | WIRE | 101046 B C MEALS | 01/09/2024 | | | 114.95 |
| | | | | | CHECK | 1478 TOTAL: | 114.95 |
| 1479 | 01/12/2024 | WIRE | 101046 B C MEALS | 01/08/2024 | | | 114.95 |
| | | | | | CHECK | 1479 TOTAL: | 114.95 |
| 1489 | 01/12/2024 | WIRE | 101529 B C WORKMANS COMP | 01/05/2024 | | | 13,361.86 |
| | | | | | CHECK | 1489 TOTAL: | 13,361.86 |
| | | | NUMBER OF CHECKS 3 | | | *** CASH ACCOUNT TOTAL *** | 13,591.76 |

| | COUNT | AMOUNT |
|---|---|---|
| TOTAL WIRE TRANSFERS | 3 | 13,591.76 |

*** GRAND TOTAL *** 13,591.76

JOURNAL ENTRIES TO BE CREATED

CLERK: MCN

| YEAR PER JNL<br>SRC ACCOUNT<br>EFF DATE JNL DESC REF 1 REF 2 REF 3 | ACCOUNT DESC<br>LINE DESC | T | OB | DEBIT | CREDIT |
|---|---|---|---|---|---|
| 2024 1 807 | | | | | |
| APP RD850000-21340 | Vouchers Payable | | | 229.90 | |
| 01/12/2024 CASH DISB 011224 | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP 99900000-11100 | Main Checking | | | | 13,591.76 |
| 01/12/2024 CASH DISB 011224 | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP WC850000-21340 | Vouchers Payable | | | 13,361.86 | |
| 01/12/2024 CASH DISB 011224 | AP CASH DISBURSEMENTS JOURNAL | | | | |
| | GENERAL LEDGER TOTAL | | | 13,591.76 | 13,591.76 |
| APP 99900000-81010 | Due To County Road | | | 229.90 | |
| 01/12/2024 CASH DISB 011224 | | | | | |
| APP RD810000-11110 | Cash Equity | | | | 229.90 |
| 01/12/2024 CASH DISB 011224 | | | | | |
| APP 99900000-85030 | Due To Workmens Compensation | | | 13,361.86 | |
| 01/12/2024 CASH DISB 011224 | | | | | |
| APP WC810000-11110 | Cash Equity | | | | 13,361.86 |
| 01/12/2024 CASH DISB 011224 | | | | | |
| | SYSTEM GENERATED ENTRIES TOTAL | | | 13,591.76 | 13,591.76 |
| | JOURNAL 2024/01/807 TOTAL | | | 27,183.52 | 27,183.52 |

JOURNAL ENTRIES TO BE CREATED

| FUND / ACCOUNT | YEAR | PER | JNL | EFF DATE / ACCOUNT DESCRIPTION | | DEBIT | CREDIT |
|---|---|---|---|---|---|---|---|
| 1010 County Road | 2024 | 1 | 807 | 01/12/2024 | | | |
| RD810000-11110 | | | | Cash Equity | | | 229.90 |
| RD850000-21340 | | | | Vouchers Payable | | 229.90 | |
| | | | | | FUND TOTAL | 229.90 | 229.90 |
| 5030 Workmens Compensation | 2024 | 1 | 807 | 01/12/2024 | | | |
| WC810000-11110 | | | | Cash Equity | | | 13,361.86 |
| WC850000-21340 | | | | Vouchers Payable | | 13,361.86 | |
| | | | | | FUND TOTAL | 13,361.86 | 13,361.86 |
| 9999 Treasurers Pooled Cash | 2024 | 1 | 807 | 01/12/2024 | | | |
| 99900000-11100 | | | | Main Checking | | | 13,591.76 |
| 99900000-81010 | | | | Due To County Road | | 229.90 | |
| 99900000-85030 | | | | Due To Workmens Compensation | | 13,361.86 | |
| | | | | | FUND TOTAL | 13,591.76 | 13,591.76 |

JOURNAL ENTRIES TO BE CREATED

| FUND | DUE TO | DUE FR |
|---|---|---|
| 1010 County Road | | 229.90 |
| 5030 Workmens Compensation | | 13,361.86 |
| 9999 Treasurers Pooled Cash | 13,591.76 | |
| TOTAL | 13,591.76 | 13,591.76 |

** 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: 01/12/2024

Warrants # 252835
Total of all Funds: $2,600.00

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 |
|---|---|---|---|---|---|---|---|---|
| 252835 | 01/12/2024 | PRTD | 100033 | AUTOMATIC FUNDS TRANSFER, SERVICES, | 01/11/2024 | | 011224s | 2,600.00 |
| | | | | | | CHECK | 252835 TOTAL: | 2,600.00 |
| | | | | NUMBER OF CHECKS 1 | | *** CASH ACCOUNT TOTAL *** | | 2,600.00 |

| | COUNT | AMOUNT |
|---|---|---|
| TOTAL PRINTED CHECKS | 1 | 2,600.00 |

*** GRAND TOTAL *** 2,600.00

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 |
|---|---|---|---|---|---|
| 2024 1 848 | | | | | |
| APP GF005000-21340 | Vouchers Payable | | | 2,600.00 | |
| 01/12/2024 011224s 011224 | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP 99900000-11120 | AP Check Claims Clearing | | | | 2,600.00 |
| 01/12/2024 011224s 011224 | AP CASH DISBURSEMENTS JOURNAL | | | | |
| | GENERAL LEDGER TOTAL | | | 2,600.00 | 2,600.00 |
| APP 99900000-80010 | Due To General Fund | | | 2,600.00 | |
| 01/12/2024 011224s 011224 | | | | | |
| APP GF001000-11110 | Cash Equity | | | | 2,600.00 |
| 01/12/2024 011224s 011224 | | | | | |
| | SYSTEM GENERATED ENTRIES TOTAL | | | 2,600.00 | 2,600.00 |
| | JOURNAL 2024/01/848 TOTAL | | | 5,200.00 | 5,200.00 |

JOURNAL ENTRIES TO BE CREATED

| FUND / ACCOUNT | YEAR | PER | JNL | EFF DATE / ACCOUNT DESCRIPTION | | DEBIT | CREDIT |
|---|---|---|---|---|---|---|---|
| 0010 General Fund | 2024 | 1 | 848 | 01/12/2024 | | | |
| GF001000-11110 | | | | Cash Equity | | | 2,600.00 |
| GF005000-21340 | | | | Vouchers Payable | | 2,600.00 | |
| | | | | | FUND TOTAL | 2,600.00 | 2,600.00 |
| 9999 Treasurers Pooled Cash | 2024 | 1 | 848 | 01/12/2024 | | | |
| 99900000-11120 | | | | AP Check Claims Clearing | | | 2,600.00 |
| 99900000-80010 | | | | Due To General Fund | | 2,600.00 | |
| | | | | | FUND TOTAL | 2,600.00 | 2,600.00 |

JOURNAL ENTRIES TO BE CREATED

| FUND | DUE TO | DUE FR |
|---|---|---|
| 0010 General Fund | | 2,600.00 |
| 9999 Treasurers Pooled Cash | 2,600.00 | |
| TOTAL | 2,600.00 | 2,600.00 |

** 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: 01/16/2024

Warrants # 252836
Total of all Funds: $1,226.48

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 |
|---|---|---|---|---|---|---|---|
| 252836 | 01/16/2024 | PRTD | 104278 U S POSTAL SERVICE | 01/12/2024 | | 011624 | 1,226.48 |
| | | | | | CHECK | 252836 TOTAL: | 1,226.48 |
| | | | | NUMBER OF CHECKS 1 | | *** CASH ACCOUNT TOTAL *** | 1,226.48 |

| | COUNT | AMOUNT |
|---|---|---|
| TOTAL PRINTED CHECKS | 1 | 1,226.48 |

*** GRAND TOTAL *** 1,226.48

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 |
|---|---|---|---|---|---|---|---|---|---|
| 2024 1 1125 | | | | | | | | | |
| APP EL500000-21340 | | | | | Vouchers Payable | | | 1,226.48 | |
| 01/16/2024 | 011624 | 011624 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP 99900000-11120 | | | | | AP Check Claims Clearing | | | | 1,226.48 |
| 01/16/2024 | 011624 | 011624 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| | | | | | GENERAL LEDGER TOTAL | | | 1,226.48 | 1,226.48 |
| APP 99900000-81110 | | | | | Due To Election Reserve | | | 1,226.48 | |
| 01/16/2024 | 011624 | 011624 | | | | | | | |
| APP EL100000-11110 | | | | | Cash Equity | | | | 1,226.48 |
| 01/16/2024 | 011624 | 011624 | | | | | | | |
| | | | | | SYSTEM GENERATED ENTRIES TOTAL | | | 1,226.48 | 1,226.48 |
| | | | | | JOURNAL 2024/01/1125 TOTAL | | | 2,452.96 | 2,452.96 |

JOURNAL ENTRIES TO BE CREATED

| FUND / ACCOUNT | YEAR | PER | JNL | EFF DATE / ACCOUNT DESCRIPTION | DEBIT | CREDIT |
|---|---|---|---|---|---|---|
| 1110 Election Reserve | 2024 | 1 | 1125 | 01/16/2024 | | |
| EL100000-11110 | | | | Cash Equity | | 1,226.48 |
| EL500000-21340 | | | | Vouchers Payable | 1,226.48 | |
| | | | | FUND TOTAL | 1,226.48 | 1,226.48 |
| 9999 Treasurers Pooled Cash | 2024 | 1 | 1125 | 01/16/2024 | | |
| 99900000-11120 | | | | AP Check Claims Clearing | | 1,226.48 |
| 99900000-81110 | | | | Due To Election Reserve | 1,226.48 | |
| | | | | FUND TOTAL | 1,226.48 | 1,226.48 |

JOURNAL ENTRIES TO BE CREATED

| FUND | DUE TO | DUE FR |
|---|---|---|
| 1110 Election Reserve | | 1,226.48 |
| 9999 Treasurers Pooled Cash | 1,226.48 | |
| TOTAL | 1,226.48 | 1,226.48 |

** 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 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 01/16/2024

Payroll Checks
Total All Funds $ 127,796.11
Warrant # 244348
Direct Deposit # 186556-186700

Payroll Deduction Transfers
Total All Funds $ 23,554.07
EFT#
ACH # 1493-1494

Payroll Deduction Warrants
Total All Funds $
Warrant #

Commissioner_____

Commissioner_____

Commissioner_____

Date Signed_____

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | January 23, 2024 |
| **Subject:** | Declaration of Surplus Property |
| **Presenter:** | N/A |
| **Prepared By:** | Nicole Webb, Administrative Assistant |
| **Reviewed By:** | |

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

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

## Summary / Background Information

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 as submitted.

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

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

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

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

Dated this 23rd day of January, 2024.

_____
Chair of the Board

_____
Chair Pro Tem

_____
Commissioner

Attest: …….
Clerk of the Board

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

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

N. Webb

# Attachment A: Surplus

**Equipment Rental & Revolving Fund (ER&R) –** Online Auction

- 2015, Ford Escape
  **Vehicle #**1106
  **VIN#** 1FMCU9G99FUC13844
- 2005, Ford Crown Victoria
  **Vehicle #**1069
  **VIN#** 2FAFP71W45X144750
- Chainsaw, STIHL MS260

**Office of Public Defense (OPD)** – Online Auction

- Desk
- L-Shape Desk
- Stand-Up Desks (x2)

**Assessor** – Online Auction

- Miscellaneous Box – Digital Cameras and Battery Chargers
  **Tags**: 18712, 17757, 17758, 18715, 18714, 18713, 17755, 18716

**Information Technology (IT)** – Online Auction

- Lot 01 – Miscellaneous Keyboards and Mice
  **Tags**: No Tags
- Lot 02, Lot 03 – Miscellaneous Cords
  **Tags**: No Tags
- Lot 04 – Samsung TV
  **Tags**: 22604
- Lot 05 – Samsung SyncMaster LCD
  **Tags**: 19353
- Lot 06 – Samsung SyncMaster LCD
  **Tags**: 19347
- Lot 07 – Samsung TV
  **Tags**: 21974
- Lot 08 – Samsung TV
  **Tags**: 22605

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

- Lot 09 – Samsung TV LED
  **Tags**: 22603
- Lot 10 – Samsung TV LED
  **Tags**: 22602
- Lot 11 – Samsung SyncMaster LCD
  **Tags**: 19354
- Lot 12 – 11 Dell Computer Monitors
  **Tags**: 22939, 21606, 23511,19896, 21075, 20131, 20134, 22934, 22941, 22619, 21335
- Lot 13 – 11 Dell Computer Monitors
  **Tags**: 23566, 20911, 21410, 23635, 23344, 23007, 21822, 23715, 19891, 20806, 22947
- Lot 14 – 11 Dell Computer Monitors
  **Tags**: 23574, 23557, 21838, 18416, 19879, 22944, 23558, 21837, 23519, 22938, 21802

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

# RESOLUTION

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

**IN THE MATTER OF BENTON COUNTY TAX LEVY FOR 2024**

**WHEREAS**, on this 23rd day of January, 2024, the Board of Benton County Commissioners, pursuant to the laws of the State of Washington, providing for all assessment of taxes in the State of Washington, does hereby levy a tax on all taxable property in Benton County, and the taxable property within the various districts, as shown by the assessment rolls of said county, said tax being for the purpose of defraying the county, road, municipal drainage, hospital districts, fire protection districts, and other expenses; and

**WHEREAS**, the directors, supervisors, and commissioners of various school districts, drainage districts, and other districts and municipalities have certified to the county commissioners the amounts needed to meet the expenses for 2023-2024; and

**WHEREAS**, it is necessary in some districts that a tax be levied to pay interest on bonds and create a sinking fund for the purpose of paying indebtedness; **NOW THEREFORE**,

**BE IT RESOLVED**, all members concurring, and for the purpose of raising revenue for the county, road, and other purposes, thereby and hereby is levied on all taxable property in the County of Benton, State of Washington, as shown by the assessment roles for the year of 2024, taxes sufficient to raise the following amounts:

See attached Exhibit A

**BENTON COUNTY ASSESSED VALUATION FOR 2024……$34,299,966,605**

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

**Chairman of the Board**

**Chairman Pro Tem**

**Commissioner**

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

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

cc: Taxing Districts; Treasurer; Assessor; Public Works; file

L. Ivey

January 16, 2024

RECEIVED
JAN 16 2024
BENTON CO TREASURER

Kenneth Spencer
Benton County Treasurer
620 Market St
PO Box 630
Prosser, WA 99350

RE: 2024 Tax Year Property Tax Certification

Dear Kenneth,

This is to confirm that 2024 tax year property taxes were certified to you via PACS certification process on January 16, 2024.

The total Real and Personal Taxes (excluding omitted property tax and late penalty tax for personal property) is:

$ 301,455,441

The attached worksheet shows a breakdown of the various taxing districts within Benton County. Tax dollars are rounded to the nearest dollar for this report.

Sincerely,

Bill Spencer
Benton County Assessor

Cc: Benton County Board of County Commissioners
Benton County Auditor

*BENTON COUNTY, WASHINGTON*
*January 4, 2024*

| *TAXING DISTRICT* | *LEVY VALUATION* | *$/1000* | *AMOUNT TO BE COLLECTED IN 2024* |
|---|---|---|---|
| STATE SCHOOL PART 1 | 34,175,174,085 | 1.4343756927 | $49,020,039 |
| STATE SCHOOL PART 2 | 34,043,829,373 | 0.7733171175 | $26,326,676 |
| COUNTY-CURRENT EXPENSE | 34,299,966,605 | 0.7773049553 | $26,661,534 |
| COUNTY-MENTAL HEALTH | 34,299,966,605 | 0.0250000001 | $857,499 |
| COUNTY-VETERAN'S ADMINISTRATION | 34,299,966,605 | 0.0112499999 | $385,875 |
| COUNTY ROAD | 7,214,379,650 | 1.0684472587 | $7,708,184 |
| BENTON CITY-CURRENT EXPENSE | 328,411,857 | 0.7181217577 | $235,840 |
| KENNEWICK - CURRENT EXPENSE | 11,625,611,226 | 1.3245570233 | $15,398,785 |
| PROSSER - CURRENT EXPENSE | 824,459,546 | 1.9582174866 | $1,614,471 |
| RICHLAND - CURRENT EXPENSE | 11,675,343,501 | 1.7804104734 | $20,786,904 |
| RICHLAND - LIBRARY | 11,641,220,129 | 0.1377817705 | $1,603,948 |
| WEST RICHLAND - CURRENT EXPENSE | 2,631,760,825 | 1.1404887638 | $3,001,494 |
| WEST RICHLAND - POLICE BOND | 2,621,880,101 | 0.2055919681 | $539,037 |
| FIRE DISTRICT #1-CURRENT EXPENSE | 3,768,937,341 | 1.2234677796 | $4,611,173 |
| FIRE DISTRICT #1-GO BOND | 3,872,781,256 | 0.0182408960 | $70,643 |
| FIRE DISTRICT #1- VOTED GO BOND | 3,768,006,131 | 0.0467646930 | $176,210 |
| FIRE DISTRICT #2-CURRENT EXPENSE | 926,524,446 | 1.4741515520 | $1,365,837 |
| FIRE DISTRICT #2-BOND | 922,189,751 | 0.1342133762 | $123,770 |
| FIRE DISTRICT #2 EMS | 926,524,446 | 0.4913838507 | $455,279 |
| FIRE DISTRICT #4-CURRENT EXPENSE | 3,388,760,603 | 1.2992710804 | $4,402,919 |
| FIRE DISTRICT #4-BOND | 3,375,980,074 | 0.1425408946 | $481,215 |
| FIRE DISTRICT #4-EMS | 3,388,760,603 | 0.4965482007 | $1,682,683 |
| FIRE DISTRICT #5-CURRENT EXPENSE | 137,792,829 | 0.5729695847 | $78,951 |
| FIRE DISTRICT #6-CURRENT EXPENSE | 768,861,409 | 1.2268543966 | $943,281 |
| WEST BENTON REGIONAL FIRE AUTHORITY | 1,823,636,837 | 1.2690694677 | $2,314,322 |
| SCHOOL DISTRICT #116-DEBT SERVICE | 1,926,707,198 | 2.1282730047 | $4,100,559 |
| SCHOOL DISTRICT #116-ENRICHMENT | 1,926,707,198 | 1.8813810560 | $3,624,870 |
| SCHOOL DISTRICT #17-DEBT SERVICE | 15,190,755,983 | 1.2036534127 | $18,284,405 |
| SCHOOL DISTRICT #17-ENRICHMENT | 15,190,755,983 | 1.5161487681 | $23,031,446 |
| SCHOOL DISTRICT #17-CAPITAL PROJECTS | 15,190,755,983 | 0.2975768010 | $4,520,417 |
| SCHOOL DISTRICT #200-DEBT SERVICE | 93,558,537 | 1.7553911072 | $164,232 |
| SCHOOL DISTRICT #200-ENRICHMENT | 93,558,537 | 1.3467874385 | $126,003 |
| SCHOOL DISTRICT #400-DEBT SERVICE | 14,326,065,047 | 1.2320200936 | $17,650,000 |
| SCHOOL DISTRICT #400-ENRICHMENT | 14,326,065,047 | 2.0912781634 | $29,959,787 |
| SCHOOL DISTRICT #400-CAPITAL PROJECTS | 14,326,065,047 | 0.6904866736 | $9,891,957 |
| SCHOOL DISTRICT #50-ENRICHMENT | 569,510,184 | 0.6328733359 | $360,428 |
| SCHOOL DISTRICT #52-DEBT SERVICE | 569,510,184 | 0.0000000000 | $0 |
| SCHOOL DISTRICT #52-ENRICHMENT | 1,230,402,872 | 1.4202526992 | $1,747,483 |
| SCHOOL DISTRICT #53-DEBT SERVICE | 840,053,992 | 0.8245448585 | $692,662 |
| SCHOOL DISTRICT #53-ENRICHMENT | 840,053,992 | 1.7039111815 | $1,431,377 |
| PROSSER HOSPITAL-CURRENT EXPENSE | 3,400,434,349 | 0.2932885531 | $997,308 |
| KENNEWICK HOSPITAL-CURRENT EXPENSE | 20,748,183,066 | 0.0809285688 | $1,679,121 |
| PORT OF BENTON-CURRENT EXPENSE | 9,543,017,146 | 0.3038731782 | $2,899,867 |
| PORT OF KENNEWICK-CURRENT EXPENSE | 24,765,381,379 | 0.2043627038 | $5,061,120 |
| MID-COLUMBIA LIBRARY SYSTEM | 19,168,402,733 | 0.2255646276 | $4,323,714 |
| BENTON CITY LIBRARY CAPITAL FACITLTY AREA | 1,060,201,936 | 0.0585873482 | $62,114 |
| | | | $301,455,441 |

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | January 23, 2024 |
| **Subject:** | Contract w/Columbia Cleaners for "as needed" Dry Cleaning and Laundry Services for Corrections Department and Sheriff's Office |
| **Presenter:** | |
| **Prepared By:** | Lisa Small |
| **Reviewed By:** | Jeff Aultman; Chief Guerrero; Katie Gillies |

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

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

## Summary / Background Information

The Benton County Corrections Department and the Benton County Sheriff's Office has utilized Columbia Cleaners for laundry services for numerous years based on their location and professional service.

Attached is a contract renewal with Columbia Cleaners for all necessary dry cleaning and laundry services, to include any necessary repairs, for an overall contract amount not to exceed $40,000 with a contract term commencing January 1, 2024 and terminating December 31, 2024.

## Fiscal Impact

Cost: Not to exceed $40,000, excluding WSST.

Fund: Approved 2023-2024 Budgets for both Corrections and Sheriff's Office – 52106 - Uniform Laundry

## Recommendation

Approve the attached Resolution and Personal Service Contract between Benton County and Chong Bak dba/Columbia Cleaners and authorize the Chairman or Chairman Pro-Tem to sign said contract.

## Suggested Motion

Approve as part of the Consent Agenda.

# RESOLUTION

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

**IN THE MATTER OF A PERSONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND CHONG BAK DBA/COLUMBIA CLEANERS FOR "AS NEEDED" DRY CLEANING AND LAUNDRY SERVICES FOR THE BENTON COUNTY CORRECTIONS DEPARTMENT AND THE BENTON COUNTY SHERIFF'S OFFICE**

**WHEREA**S, per Resolution 2021-233… Section 5.3.2 General Services states "the County need not advertise or follow a formal competitive bidding procedure for service contracts, but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost"; and

**WHEREAS,** the Benton County Corrections Department (BCCD) and the Benton County Sheriff's Office (BCSO) has used Columbia Cleaners for numerous years based on their convenient location and professional services and both departments recommend entering into another contract with Chong Bak dba/Columbia Cleaners for a term commencing January 1, 2024 and terminating December 31, 2024; and

**WHEREAS,** Columbia Cleaners has agreed to perform all services provided for the BCCD and BCSO in accordance with the attached contract and rates in Exhibit A for an overall contract amount not to exceed $40,000 excluding WSST; **NOW, THEREFORE,**

**BE IT RESOLVED,** the Board of Benton County Commissioners, Benton County, Washington, concurs with the recommendation and hereby approves the attached Contract between Benton County and Chong Bak dba/Columbia Cleaners for "as needed" dry cleaning and laundry services for the BCCD and BCSO, with an overall contract amount not to exceed $40,000 excluding WSST; and

**BE IT FURTHER RESOLVED,** the Board hereby authorizes the Chairman or Chairman Pro-Tem to sign the attached said contract; and

**BE IT FURTHER RESOLVED,** the term of the attached Contract shall commence January 1, 2024 and shall terminate December 31, 2024. Upon mutual agreement of both parties, the original terms and conditions of the contract may be extended by written amendment for a maximum of one (1) additional 12-month period.

Dated this 23rd day of January, 2024

_____
Chairman

_____
Chairman Pro-Tem

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

Attest: _____
Clerk of the Board

Orig: BCCD
Auditor; PA Office, BCSO, Columbia Cleaners L. Small

**BENTON COUNTY**
**PERSONAL SERVICES CONTRACT**

**TERMS AND CONDITIONS**

**THIS CONTRACT** is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **CHONG BAK dba/COLUMBIA CLEANERS**, a sole proprietor organized under the laws of the State of Washington with its principal offices at 1102 N Columbia Center Blvd. Ste. A, Kennewick, WA 99336 (hereinafter "CONTRACTOR").

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

## 1. CONTRACT DOCUMENTS

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

a. Exhibit A – Quote and Compensation – Effective 1/1/2024

## 2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2024 and shall expire on December 31, 2024. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date. Upon mutual agreement of both parties, the Agreement may be extended by written amendment for a maximum of one (1) additional 12-month period.

## 3. SERVICES PROVIDED

a. The CONTRACTOR shall perform all necessary dry cleaning and laundry services, to include any necessary repairs, for employees of the Benton County Corrections Department and the Benton County Sheriff's Office. All dry cleaning and laundry services shall be completed within two (2) days of drop off date.

b. The CONTRACTOR shall be responsible for ensuring the pockets of all laundry are free of any item, including but not limited to pens, that may damage the laundry during the dry cleaning process. Failure of CONTRACTOR to do so will result in

payment to the COUNTY of the fair market value of the laundry damaged.

c. The COUNTY does not guarantee utilization of this Contract. The COUNTY may award contract to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the COUNTY.

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

e. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.

f. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule outlined in 3.a. above.

g. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as requested by the COUNTY.

## 4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

| | |
|---|---|
| Name: | Chong Bak |
| Address: | 1102 N. Columbia Center Blvd. Ste. A<br>Kennewick, WA 99336 |
| Phone: | (509) 783-4477 |
| | ColumbiaCleaners@gmail.com |

b. For COUNTY:

| | |
|---|---|
| Name: | Lisa Small, Contract Coordinator |
| Address: | 7122 W. Okanogan Pl., Suite B110<br>Kennewick, WA 99336 |
| Phone: | (509) 783-1451 Ext. 3880 |
| Email: | Procurement@co.benton.wa.us |

**5. COMPENSATION**

a. For the services performed under this Contract, the CONTRACTOR shall be paid by the COUNTY as set forth in Exhibit A "Quote and Compensation" from January 1, 2024 through December 31, 2024, which is attached hereto and incorporated herein by reference.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed forty thousand dollars and zero cents ($40,000), 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 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. Invoices shall be submitted

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

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

terms of this Contract with variances only for technical or minor omissions or defects.

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

**6. AMENDMENTS AND CHANGES IN WORK**

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

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

**7. HOLD HARMLESS AND INDEMNIFICATION**

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

b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them

may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.**

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

## 8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation

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

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

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

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

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

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

c. **Other Insurance Provisions**:

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

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

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

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

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

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

7. The CONTRACTOR shall maintain all required policies in

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

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

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

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

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have an A.M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to 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 Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected or appointed officials, employees, and agents

shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

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

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

4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

**9. TERMINATION**

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

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

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

the COUNTY, at its discretion, may obtain performance of the work elsewhere.

**10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

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

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

**11. NON-WAIVER OF RIGHTS**

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

**12. INDEPENDENT CONTRACTOR**

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

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

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors,

employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.

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

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

**13. COMPLIANCE WITH LAWS**

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

**14. INSPECTION OF BOOKS AND RECORDS**

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

**15. NONDISCRIMINATION**

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

**16. OWNERSHIP OF MATERIALS/WORKS PRODUCED**

a. All reports, drawings, plans, specifications, forms of electronic media, data, and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the 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 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.

## 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 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 Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

## 20. CHOICE OF LAW, JURISDICTION, AND VENUE

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

b. Any action at law, suit in equity, or judicial proceeding

arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

**21. SUCCESSORS AND ASSIGNS**

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

**22. SEVERABILITY**

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

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

**23. ENTIRE AGREEMENT**

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

**24. NOTICES**

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

## 25. SURVIVABILITY

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

## 26. LITIGATION HOLD NOTICE

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

## 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 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. OBLIGATION TO SAFEGUARD**

The CONTRACTOR acknowledges that some of the clothing taken temporary custody of includes uniforms currently in use by sworn peace officers employed by the Benton County Corrections Department and the Benton County Sheriff's Office as such represent important public safety equipment that must be safeguarded against theft, loss or unauthorized access. The CONTRACTOR acknowledges that unauthorized use of such uniforms may result in criminal impersonation of police officers by criminal third parties and may lead to property loss, and bodily injury of death to victims. Accordingly, CONTRACTOR agrees to take all reasonable steps to safeguard any law enforcement uniforms that are temporarily in its custody for laundry services. The steps include, but are not limited to:

a. Ensuring that law enforcement uniforms are stored in a secure portion of CONTRACTOR's premises away from clothing that will be available for customer pickup so as to avoid confusion and inadvertent access by walk-in customers.

b. Ensure that only CONTRACTOR and bona fide employees has access to the law enforcement uniforms.

c. Ensuring that a system is in place by which CONTRACTOR can track the number and type of uniforms it has in custody at any given time in such a manner that theft, loss or misuse can be detected immediately and the type, size, description etc. of any missing uniforms can be readily ascertained.

d. In the same manner as stated in the indemnification section of this Contract, CONTRACTOR shall indemnify, defend and hold COUNTY harmless for any claims, liability, attorney fees, judgements, expenses or costs whatsoever, related in any way to claims or lawsuits filed as a result of use or handling (including misuse or mishandling) of any uniform while it is legally in CONTRACTOR's custody.

e. CONTRACTOR shall immediately (within 24 hours) report any incident where CONTRACTOR, or any of its employees, are arrested or convicted of a crime, or informed by police that CONTRACTOR is a suspect in a crime. Upon receiving such information, CONTRACTOR shall report such information to COUNTY within 24 hours.

f. Immediately (i.e. within 15 minutes) upon learning of the loss, stolen, or misuse of any law enforcement uniform in its custody, CONTRACTOR shall contact the on-duty Patrol Commander at

the Benton County Sheriff's Office at (509) 735-6555 ext. 3283, and report such loss, theft or misuse including the type, size and description of the lost, stolen, or misused uniform, the approximate time of the loss, and the circumstances under which it occurred.

**29. SIGNATURES IN COUNTERPART**

By signing below, the Parties consent to conduct this transaction by electronic means, and expressly agree that this Agreement can be signed in counterpart via original or electronic signature. The Parties further agree that a copy of the fully executed Agreement shall have the same force and effect as the original.

*This section was intentionally left blank*

**IN WITNESS WHEREOF,** the parties have caused this Contract to be signed by their duly constituted legal representatives and it is effective January 1, 2024.

| | |
|---|---|
| Dated: _____ | Dated: 1/9/2024 |
| **BENTON COUNTY, WASHINGTON** | **CHONG BAK DBA/COLUMBIA CLEANERS** |
| _____ | Chong Bak |
| Jerome Delvin, Chairman<br>Benton County Commissioner | Signature |
| | Owner |
| Approved as to Form: | Title: |
| *Jeff Aultman* | Chong Bak |
| Jeff Aultman, Civil DPA | Print Name |

**EXHIBIT A – QUOTE AND COMPENSATION**
**Effective 1/1/2024**

**PROJECT DESCRIPTION**:
Benton County Sheriff and Corrections are soliciting qualifications and quotation proposals for uniform cleaning from January 1, 2024 – December 31, 2024.

The following is a brief description of what Benton County is soliciting a quotation for, but not limited to:

| | | | |
|---|---|---|---|
| Uniforms (2 Piece) | $8.55 | Blouse / Skirt | $4.27 |
| Trousers | $4.27 | Sport Coat / Blazer | $5.02 |
| Laundered Shirt | $3.40 | Rain Coat | $8.42 |
| Dry Cleaned Shirt / Pants | $4.27 | Winer Coat | $6.60 |
| Neck Tie | $3.04 | Water-Proofing | $3.68 |
| Sweater | $4.43 | Coveralls / Jumpsuits | $8.25 |
| Pants / Shirt Starched | $4.27/3.40 | Labcoat | $6.54 |

Minor Repairs (such as: buttons, sew patches on, split seams, etc) $1.75 – 5.20
Minor Repairs (such as: hemming) $13.00

Company Name Columbia Cleaners

Address: 1102 N Columbia Center Blvd., Suite A, Kennewick, WA 99336

Phone Number: (509) 783-4477

Email: ColumbiaCleaners@gmail.com

Bidder Name: Chong W Bak (Print Name) Title: Owner

Bidder Signature: ChongWBak

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | January 23, 2024 |
| **Subject:** | Second Contract Amendment with Keefe Commissary Network for Inmate Commissary Services for the Benton County Corrections Department |
| **Presenter:** | |
| **Prepared By:** | Lisa Small |
| **Reviewed By:** | Jeff Aultman; Chief Guerrero; Purchasing Dept. |

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

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

## Summary / Background Information

Per Resolution 2021-713, the Board of Benton County Commissioners entered into a Personal Services Contract with Keefe Commissary Network, LLC to provide "as needed" inmate commissary services for the Benton County Corrections Department, with a term expiring August 31, 2023.

Per Resolution 2023-556, the First Amendment was necessary as both parties wished to amend Section 2 – Duration of the Contract to extend the Contract through February 28, 2024 to allow additional time to solicit an RFP, and update Section 4 – Contract Representative for the County, while maintaining the rest of the Contract in full force and effect.

The attached Second Amendment is necessary as both parties wish to amend Section 2 – Duration of the Contract to extend the Contract through February 28, 2025, while maintaining the rest of the Contract in full force and effect.

## Fiscal Impact

No fiscal impact with this amendment.

## Recommendation

Approve the attached Resolution and Second Contract Amendment and authorize the Chairman or Chairman Pro-Tem to sign said amendment.

## Suggested Motion

Approve as part of the Consent Agenda.

# RESOLUTION

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

**IN THE MATTER OF THE SECOND AMENDMENT TO THE PERSONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND KEEFE COMMISSARY NETWORK, LLC FOR "AS NEEDED" INMATE COMMISSARY SERVICES FOR THE BENTON COUNTY CORRECTIONS DEPARTMENT**

**WHEREAS,** per Resolution 2021-713 dated September 28, 2021, the Board of Benton County Commissioners entered into a Personal Services Contract with Keefe Commissary Network, LLC to provide "as needed" inmate commissary services for the Benton County Corrections Department, with a term expiring August 31, 2023; and

**WHEREAS,** per Resolution 2023-556 dated August 8, 2023, the First Amendment was necessary as both parties wished to amend Section 2 – Duration of Contract to extend the current Contract through February 28, 2024 to allow additional time to solicit an RFP, and update Section 4 – Contract Representative for the County, while maintaining the rest of the Contract in full force and effect; and

**WHEREAS,** the attached Second Amendment is necessary as both parties wish to amend Section 2 – Duration of Contract to extend the current Contract through February 28, 2025, while maintaining the rest of the Contract in full force and effect; **NOW, THEREFORE,**

**BE IT RESOLVED,** the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the attached Second Amendment, amending Section 2 – Duration of Contract to extend the current Contract through February 28, 2025, while maintaining the rest of the Contract in full force and effect; and

**BE IT FURTHER RESOLVED,** the Board hereby authorizes the Chairman or Chairman Pro-Tem to sign the attached Second Amendment to the Personal Service Contract between Benton County and Keefe Commissary Network, LLC.; and

**BE IT FURTHER RESOLVED,** the term of the Contract shall begin upon signature of both parties and shall expire February 28, 2025.

Dated this 23rd day of January, 2024.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Commissioner

Attest _____
Clerk of the Board

Constituting the Board of Commissioners
of Benton County, Washington

Original: BCCD
cc: Auditor; PA; Keefe

L. Small

**Second Amendment to**

**Personal Service Contract**

**Between**

**Benton County and Keefe Commissary Network, LLC**

**This Contract Amendment,** made and entered into this _____ day of _____ 2024 by and between **BENTON COUNTY**, a political subdivision of the state of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **KEEFE COMMISSARY NETWORK, LLC**, a Missouri limited liability company, with its principal office at 10880 Linpage Place, St. Louis, MO 63132 (hereinafter "CONTRACTOR").

**Recitals**

***Whereas,*** COUNTY and CONTRACTOR entered into a Personal Service Contract dated September 28, 2021, (the "Contract") whereby the CONTRACTOR has agreed to provide "as needed" inmate commissary services for the COUNTY, as set forth more fully in said Contract.

***Whereas*****,** the First Amendment to said Contract was necessary as both parties wished to amend Section 2 – Duration of Contract to extend said Contract through February 28, 2024, while maintaining the rest of the Contract in full force and effect.

***Whereas,*** this Second Amendment to said Contract is necessary as both parties wish to amend Section 2 – Duration of Contract to extend the current Contract through February 28, 2025, while maintaining the rest of the Contract in full force and effect.

***Now, therefore***, in consideration of the provisions and agreements set forth herein, the parties agree that all provisions of their original Contract shall remain in effect except the below section which is amended as follows:

a) Section 2. DURATION OF CONTRACT - is hereby deleted and replaced in its entirety with the following:

   The term of this Contract shall begin upon signature of both parties and shall expire on February 28, 2025. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

**IN WITNESS WHEREOF,** the parties to this Contract Amendment have executed this Amendment to take effect upon signature of both Parties.

**BENTON COUNTY, WASHINGTON**

_____
Jerome Delvin, Chairman

Title: Benton County Commissioner

Date: _____

**KEEFE COMMISSARY NETWORK, LLC**

_____

Print Name/Title: John Puricelli, Executive Vice President

Date: 1/12/2024

Approved as to form:

*Jeff Aultman*

_____
Jeff Aultman, Civil Deputy Prosecuting Attorney

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | January 23, 2024 |
| **Subject:** | Authorization for the Advertisement and Bid Process for the Benton County Jail Door System Upgrade, Interview Area, Laundry Security Upgrade – CB 23-21 |
| **Presenter:** | |
| **Prepared By:** | Lisa Small |
| **Reviewed By:** | Jeff Aultman; Chief Guerrero; Robert Blain; DLR Group |

**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 2022-822 the Jail Door System Upgrade, Remodel of the Interview Area, and the Laundry Security Upgrade were all projects listed in the County's Capital Improvement Plan.

Per Resolution 2023-666 the Board of Benton County Commissioners approved the Professional Services Contract with DLR Group of Seattle, Washington for the Architectural and Engineering Services for the Jail Door System Upgrade, Remodel of the Interview Area, and Laundry Security Upgrade Project.

It is the intention of the Board of County Commissioners to advertise for bids from contractors for said project.

Bid packet no. CB 23-21 was prepared and approved as to form by our departmental assigned Civil Deputy Prosecuting Attorney.

## Fiscal Impact

Cost: The preliminary estimate from the Architect for this project is estimated at $699,000.

Funds: Funding has been identified from Jail Depreciation, 1/10th Criminal Justice Fund, and Capital Improvement Fund. Splitting the costs amongst said funds will be determined after bids have been received.

## Recommendation

Approve the attached Resolution authorizing the advertisement and bid process for the Benton County Jail Door Systems Upgrade, Interview Area, and Laundry Security Upgrade Project - CB 23-21.

## Suggested Motion

Approve as part of the Consent Agenda.

# RESOLUTION

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

**IN THE MATTER OF REQUESTING PERMISSION TO PROCEED WITH THE ADVERTISEMENT AND BID PROCESS FOR THE BENTON COUNTY JAIL DOOR SYSTEMS UPGRADE, INTERVIEW AREA, AND LAUNDRY SECURITY UPGRADE CB 23-21 FOR THE BENTON COUNTY JAIL**

**WHEREAS,** per Resolution 2023-666 the Board of Benton County Commissioners approved the Professional Services Contract with DLR Group of Seattle, Washington for the Architectural and Engineering Services for the Jail Door System Upgrade, Remodel of the Interview Area, and Laundry Security Upgrade; and

**WHEREAS,** it is the intention of the Board of County Commissioners to advertise for bids from contractors for said project; and

**WHEREAS,** bid packet no. CB 23-21 was prepared and approved as to form by our departmental assigned Civil Deputy Prosecuting Attorney and is attached hereto; **NOW, THEREFORE,**

**BE IT RESOLVED,** the Board of County Commissioners hereby authorizes Benton County Purchasing Department the advertisement of the bid process and selection process for the Benton County Jail Door System Upgrade, Interview Area, and Laundry Security Upgrade - CB 23-21.

Dated this 23rd day of January 2024.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Commissioner

Attest:_____
Clerk of the Board

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

Orig: Purchasing Dept. L. Small
cc:

DLRGROUP

ARCHITECTURE ENGINEERING PLANNING INTERIORS

# Benton County Jail Door Systems, Interview & Laundry Upgrades

## Kennewick, WA

Bid Set
Specification Manual
**73-24103-00**

January 24, 2024

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Project Manual

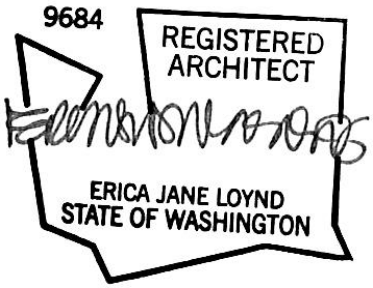
# Benton County Jail Door Systems, Interview & Laundry Upgrades

**Kennewick, WA**

## Bid Set
## Specification Manual

**DLR Group Project No. 73-24103-00**

January 24, 2024



**DLR Group inc., an Washington corporation**
**Architecture Engineering Planning Interiors**
51 University Street, Suite 600
Seattle, WA 98101
tel 206/461-6000

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# DOCUMENT 001113 - ADVERTISEMENT FOR BIDS

## 1.1 PROJECT INFORMATION

A. Notice to Bidders: Qualified bidders may submit bids for project as described in this Document. Submit bids according to the Instructions to Bidders.

1. Regulatory Requirements: Washington State Law and Benton County Procurement policy shall govern submittal, opening, and award of bids.

B. Project Identification: Doors Systems Upgrade, Interview Area, Laundry Security Upgrade

1. Project Location: 7122 W. Okanogan Pl., Suite B110, Kennewick, WA 99336

C. Owner: Benton County, 7122 W. Okanogan Pl., Suite E330, Kennewick, WA 99336

1. Owner's Representative: Robert Blain, (509) 736-2704, procurement@co.benton.wa.us

D. Architect: DLR Group of Seattle, Erica Loynd, (206) 461-6059 eloynd@dlrgroup.com

E. Project Description:

1. Door Systems Upgrade: This project consist of replacing 16 electric cell doors and hardware in D and E Pods, remodel the interview area, and laundry security upgrade of the Benton County Jail.

a. Project cost range is anticipated to be at $699,000.

F. Construction Contract: Bids will be received for the following Work:

1. General Contract (all trades).

## 1.2 BID SUBMITTAL AND OPENING

A. Owner will receive sealed lump sum bids until the bid date and time given below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:

1. Bid Date: February 28, 2024
2. Bid Time: 1:00 p.m., local time.
3. Location: Benton County Commissioners Board Room, 7122 W. Okanogan Pl., Suite E330, Kennewick, WA.

B. Bids shall be clearly marked "**Request for Bid – "Door Systems Upgrade, Interview Area, Laundry Security Upgrade".** Bids will be thereafter publicly opened and read aloud.

1.3 BID SECURITY

A. Bid security shall be submitted with each bid in the amount of 5 percent of the bid amount. No bids may be withdrawn for a period of 60 days after opening of bids. Owner reserves the right to reject any and all bids and to waive informalities and irregularities.

1.4 PREBID MEETING

A. Prebid Meeting: A Prebid meeting for all bidders will be held at the Benton County Corrections Department, 7122 W. Okanogan Pl., Suite B110, Kennewick, WA 99336 on Wednesday, January 31, 2024, @ 11:00 a.m, local time. Prospective prime bidders are requested to attend.

1. Bidders' Questions: Architect will provide responses to questions received at the Prebid conference in an addendum.

1.5 DOCUMENTS

A. Complete digital project bidding documents are available at www.questcdn.com. Interested bidders may review the plans and specifications at no charge by signing up of an account and imputing Quest Project 8909398 on the website's "Projects Search Page." Firms who intend to submit a bid must download the digital plan documents, specifications, contract documents and bid proposal for twenty two dollars ($22.00). Please contact QuestCDN.com at (952) 233-1632 or info@questcdn.com for assistance in free membership, registration, downloading, and working with this digital project information.

1.6 TIME OF COMPLETION AND LIQUIDATED DAMAGES

A. Successful bidder shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time. Work is subject to liquidated damages as indicated in A101-2017 Owner-Contractor Agreement.

1.7 BIDDER'S QUALIFICATIONS

A. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work. A Performance Bond, separate Labor and Material Payment Bond, and Insurance in a form acceptable to Owner will be required of the successful Bidder.

1.8 NOTIFICATION

A. This Advertisement for Bids document is issued by Robert Blain, Director of Operations and Capital Projects, Benton County

END OF DOCUMENT 001113

# AIA® Document A101® – 2017

## *Standard Form of Agreement Between Owner and Contractor* where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the day of in the year
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:
*(Name, legal status, address and other information)*

Benton County
7122 W Okanogan Pl.
Kennewick, WA 99336
509-736-2704

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

for the following Project:
*(Name, location and detailed description)*

Jail Door Systems Upgrade, Interview Area, Laundry Security Upgrade
7122 W Okanogan Pl., Suite B110
Kennewick, WA 99336

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

DLR Group of Seattle
51 University Street, Suite 600
Seattle, WA 98101
(206) 461-6059

The Owner and Contractor agree as follows.

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

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.


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**User Notes:** (1733250098)

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2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS


## ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, if any, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

## ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

## ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

**§ 3.1** The date of commencement of the Work shall
*(Paragraphs deleted)*
be upon issuance of the Notice to proceed by the Owner.:
*(Paragraphs deleted)*
*(Check one of the following boxes.)*
*(Paragraph deleted)*

**§ 3.2** The Contract Time shall be measured from the date of commencement of the Work.

**§ 3.3 Substantial Completion**

**§ 3.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
*(Check one of the following boxes and complete the necessary information.)*

[ X ] Not later than One Hundred and Twenty 120 ) calendar days from the date of commencement of the Work.

[ ] By the following date:

**§ 3.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:



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| Portion of Work | Substantial Completion Date |
|---|---|

**§ 3.3.3** If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

## ARTICLE 4 CONTRACT SUM

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ($ ), subject to additions and deductions as provided in the Contract Documents.

### § 4.2 Alternates

**§ 4.2.1** Alternates, if any, included in the Contract Sum:

| Item | Price |
|---|---|

**§ 4.2.2** Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

| Item | Price | Conditions for Acceptance |
|---|---|---|

**§ 4.3** Allowances, if any, included in the Contract Sum:
*(Identify each allowance.)*

| Item | Price |
|---|---|

**§ 4.4** Unit prices, if any:
*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

| Item | Units and Limitations | Price per Unit ($0.00) |
|---|---|---|

**§ 4.5** Liquidated damages, if any:
*(Insert terms and conditions for liquidated damages, if any.)*

Liquidated damages shall be assessed on Contractor at the rate of $500 per consecutive calendar day beyond date of Substantial Completion; **and** $500 per consecutive calendar day beyond the date of Final Completion.

**§ 4.6** Other:
*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

**§ 5.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** Provided that an Application for Payment is received by the Architect not later than the fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the fifteenth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of


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User Notes: (1733250098)

the amount certified shall be made by the Owner not later than thirty ( 30 ) days after the Architect receives the Application for Payment.
*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 5.1.3** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.4** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.5** In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

*(Paragraph deleted)*
**§ 5.1.6.1** The amount of each progress payment shall first include:

**.1** That portion of the Contract Sum properly allocable to completed Work;

**.2** That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

**.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

**§ 5.1.6.2** The amount of each progress payment shall then be reduced by:

**.1** The aggregate of any amounts previously paid by the Owner;

**.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

**.3** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

**.4** For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

**.5** Retainage withheld pursuant to Section 5.1.7.

**§ 5.1.7 Retainage**
**§ 5.1.7.1** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Five Percent (5%)

**§ 5.1.7.1.1** The following items are not subject to retainage:
*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

**§ 5.1.7.2** Reduction or limitation of retainage shall not be permitted without prior written approval from the Owner.

**§ 5.1.7.3** Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant


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to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Paragraph deleted)*

Retainage will only be released in accordance with RCW 60.28 on completion of the work and once all required forms and reports have been filed with the Owner, Architect, Department of Labor and Industries, Department of Revenue and the Employment Securities Department.

**§ 5.1.8** If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

**§ 5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

### § 5.2 Final Payment

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

**.1** the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

**.2** a final Certificate for Payment has been issued by the Architect.

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

### § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
*(Insert rate of interest agreed upon, if any.)*

*(Paragraph deleted)*

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

### § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
*(Check the appropriate box.)*

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[ X ] Litigation in a court of competent jurisdiction unless arbitration pursuant to Section 15.4 of AIA Document A201-2017 is elected by the Owner.

[ ] Other *(Specify)*


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

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

**§ 7.1.1** If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

No termination fee

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** The Owner's representative:
*(Name, address, email address, and other information)*

Robert Blain
7122 W Okanogan Pl., Suite E330
Kennewick, WA 99336
509-736-2704
robert.blain@co.benton.wa.us

**§ 8.3** The Contractor's representative:
*(Name, address, email address, and other information)*

**§ 8.4** Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

**§ 8.5 Insurance and Bonds**

**§ 8.5.1** The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A102™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

**§ 8.5.2** The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

**§ 8.6** Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:


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*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

The parties shall endeavor to establish necessary protocols governing transmission of Instruments of Service or any other information or documentation in digital form.

**§ 8.7** Other provisions:

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

**§ 9.1** This Agreement is comprised of the following documents:

**.1** AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

**.2** AIA Document A201™–2017, General Conditions of the Contract for Construction

*(Paragraphs deleted)*

**.3** Drawings

| Number | Title | Date |
|---|---|---|

**.5** Specifications

| Section | Title | Date | Pages |
|---|---|---|---|

**.6** Addenda, if any:

| Number | Date | Pages |
|---|---|---|

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

**.7** Other Exhibits:
*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

*(Paragraphs deleted)*

[ ] The Sustainability Plan:

| Title | Date | Pages |
|---|---|---|

[ ] Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|---|---|---|---|

**.9** Other documents, if any, listed below:
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*


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This Agreement entered into as of the day and year first written above.

| | |
|---|---|
| **OWNER** *(Signature)* | **CONTRACTOR** *(Signature)* |
| Will McKay; Chairman | |
| *(Printed name and title)* | *(Printed name and title)* |

Approved as to Form:

Jeff Aultman, Deputy Prosecuting Attorney

Date



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# *Additions and Deletions Report for*

## *AIA® Document A101® – 2017*

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:41:16 ET on 01/18/2024.

**PAGE 1**

Benton County
7122 W Okanogan Pl.
Kennewick, WA 99336
509-736-2704

...

Jail Door Systems Upgrade, Interview Area, Laundry Security Upgrade
7122 W Okanogan Pl., Suite B110
Kennewick, WA 99336

...

DLR Group of Seattle
51 University Street, Suite 600
Seattle, WA 98101
(206) 461-6059

**PAGE 2**

~~**EXHIBIT A INSURANCE AND BONDS**~~

...

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, if any, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

...

**§ 3.1** The date of commencement of the Work shall ~~be:~~
~~*(Check one of the following boxes.)*~~

~~[ ] The date of this Agreement.~~

~~[ ] A date set forth in a notice to proceed issued by the Owner.~~be upon issuance of the Notice to proceed by the Owner.:

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[ ~~– ]~~ ~~Established as follows:~~

~~*(Insert a date or a means to determine the date of commencement of the Work.)*~~

*(Check one of the following boxes.)*

~~If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.~~

...

[ **X** ] Not later than ~~(~~—One Hundred and Twenty 120 ) calendar days from the date of commencement of the Work.

**PAGE 3**

Liquidated damages shall be assessed on Contractor at the rate of $500 per consecutive calendar day beyond date of Substantial Completion; **and** $500 per consecutive calendar day beyond the date of Final Completion.

...

**§ 5.1.2** ~~The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:~~

Provided that an Application for Payment is received by the Architect not later than the fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the fifteenth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty ( 30 ) days after the Architect receives the Application for Payment.
*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 5.1.3** ~~Provided that an Application for Payment is received by the Architect not later than the – day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the – day of the – month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than – ( – ) days after the Architect receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.)~~Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.4** ~~Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications~~ Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.5** ~~Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.~~In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 5.1.6** ~~In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:~~

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**PAGE 4**

Five Percent (5%)

...

**§ 5.1.7.2** Reduction or limitation of ~~retainage, if any, shall be as follows:~~
~~(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)~~retainage shall not be permitted without prior written approval from the Owner.
**PAGE 5**

~~*(Insert any other conditions for release of retainage upon Substantial Completion.)*~~

Retainage will only be released in accordance with RCW 60.28 on completion of the work and once all required forms and reports have been filed with the Owner, Architect, Department of Labor and Industries, Department of Revenue and the Employment Securities Department.

...

~~%~~

...

[ **X** ] Litigation in a court of competent jurisdiction unless arbitration pursuant to Section 15.4 of AIA Document A201-2017 is elected by the Owner.

**PAGE 6**

No termination fee

...

Robert Blain
7122 W Okanogan Pl., Suite E330
Kennewick, WA 99336
509-736-2704
robert.blain@co.benton.wa.us

...

**§ 8.5.1** The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document ~~A101™–2017,~~ A102™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.
**PAGE 7**

The parties shall endeavor to establish necessary protocols governing transmission of Instruments of Service or any other information or documentation in digital form.

...

**.2** AIA Document ~~A101™–2017, Exhibit A, Insurance and Bonds~~
**.3** ~~AIA Document~~ A201™–2017, General Conditions of the Contract for Construction
**.4** ~~AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

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

~~.5~~ .3 Drawings

...

~~.6~~ .5 Specifications

...

~~.7~~ .6 Addenda, if any:

...

~~.8~~ .7 Other Exhibits:
*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

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

**PAGE 8**

Will McKay; Chairman

...

Approved as to Form:

Jeff Aultman, Deputy Prosecuting Attorney

Date

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# *Certification of Document's Authenticity*

*AIA® Document D401™ – 2003*

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:41:16 ET on 01/18/2024 under Order No. 3104240175 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

*(Signed)*

_____

*(Title)*

_____

*(Dated)*

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# DOCUMENT 001116 - INVITATION TO BID

## 1.1 PROJECT INFORMATION

A. Notice to Bidders: Qualified bidders are invited to submit bids for Project as described in this Document according to the Instructions to Bidders.

B. Project Identification: Door Systems Upgrade, Interview Area, Laundry Security Upgrade

1. Project Location: 7122 W Okanogan Pl., Suite B110, Kennewick, WA 99336

C. Owner: Benton County, 7122 W Okanogan Pl., Suite E330, Kennewick, WA 99336

1. Owner's Representative: Robert Blain, (509) 736-2704 procurement@co.benton.wa.us

D. Architect: DLR Group of Seattle, Erica Loynd, (206) 461-6059 eloynd@dlrgroup.com

E. Project Description:

1. Door Systems Upgrade: This project consists of replacing 16 electric cell doors and hardware in D and E Pods, remodel the interview area, and laundry security upgrade of the Benton County Jail.

a. Project cost range is anticipated to be under $600,000.

F. Construction Contract: Bids will be received for the following Work:

1. General Contract (all trades).

## 1.2 BID SUBMITTAL AND OPENING

A. Owner will receive sealed lump sum bids until the bid date and time given below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:

1. Bid Date: Wednesday, February 28, 2024
2. Bid Time: 1:00 p.m., local time.
3. Location: Benton County Commissioners Board Room, 7122 W. Okanogan Pl., Suite E330, Kennewick, WA.

B. Bids shall be clearly marked "**Request for Bid – "Door Systems Upgrade, Interview Area, Laundry Security Upgrade".** Bids will be thereafter publicly opened and read aloud.

1.3 BID SECURITY

A. Bid security shall be submitted with each bid in the amount of 5 percent of the bid amount. No bids may be withdrawn for a period of 60 days after opening of bids. Owner reserves the right to reject any and all bids and to waive informalities and irregularities.

1.4 PREBID MEETING

A. Prebid Meeting: A Prebid meeting for all bidders will be held at the Benton County Corrections Department, 7122 W. Okanogan Place, Suite B110, Kennewick, WA 99336 on January 31, 2024, at 11:00 a.m. local time. Prospective prime bidders are requested to attend.

1. Bidders' Questions: Architect will provide responses to questions received at Prebid conference in an addendum.

1.5 DOCUMENTS

A. Complete digital project bidding documents are available at www.questcdn.com. Interested bidders may review the plans and specifications at no charge by signing up of an account and imputing Quest Project 8909398 on the website's "Projects Search Page." Firms who intend to submit a bid must download the digital plan documents, specifications, contract documents and bid proposal for twenty two dollars ($22.00). Please contact QuestCDN.com at (952) 233-1632 or info@questcdn.com for assistance in free membership, registration, downloading, and working with this digital project information.

1.6 TIME OF COMPLETION AND LIQUIDATED DAMAGES

A. Successful bidder shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time. Work is subject to liquidated damages as indicated in A101 Owner-Contractor Agreement.

1.7 BIDDER'S QUALIFICATIONS

A. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work. A Performance Bond, a separate Labor and Material Payment Bond, and Insurance in a form acceptable to Owner will be required of the successful Bidder.

B.

Dated this _____ day of January 2024.

Approved as to Form:

_____
Jeff Aultman, Civil Deputy Prosecuting Attorney

Benton County, Washington

END OF DOCUMENT 001116

# SECTION 002100 – INSTRUCTIONS TO BIDDERS

## 1.1 DEFINITIONS

A. All definitions set forth in the Contract for Construction or in other Contract Documents are applicable to the Bidding Documents.

1. "Addenda" are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections. The contents of Addenda are issued in no particular order and therefore should be carefully and completely reviewed. Addenda relating to administrative matters, such as, for example, the date or time of meetings or bid receipt, may be issued in writing by fax, mail or other delivery.
2. An "Alternate Bid" (or "Alternate") is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
3. The "Base Bid" is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base to which work may be added or from which work may be deleted for sums stated in Alternate Bids.
4. A "Bid" is a complete and properly signed proposal to do the Work or designated portion thereof, submitted in accordance with the Bidding Documents, for the sums therein stipulated.
5. A "Bidder" is a person or entity who submits a Bid.
6. The "Bidding Documents" include the Advertisement or Invitation to Bid, Instructions to Bidders, the bid form, any other sample bidding and contract forms, the Bid Bond, and the proposed Contract Documents, including any Addenda issued prior to receipt of bids.
7. The "Contract Documents" proposed for the Work consist of the Agreement (as well as any General Conditions, revisions, Supplemental, Special or other Conditions included in the Project Manual), any Drawings and Specifications, and all Addenda issued prior to and all modifications issued after execution of the Contract.
8. “Mandatory Pre-Bid Conference” means Bidder must be represented at the Pre-Bid Conference as scheduled in the Advertisement for Bids and signed in on the sheet provided. Bids received from Bidders not in attendance will be returned unopened.
9. A "Sub-bidder" is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.
10. A "Unit Price" is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services as described in the Bidding Documents or in the proposed Contract Documents.

## 1.2 BIDDER'S REPRESENTATIONS

A. By making its Bid, each Bidder represents that:

1. BIDDING DOCUMENTS. The Bidder has read and understands the Bidding Documents, and its Bid is made in accordance with them.

2. FAMILIARITY WITH THE SITE. The Bidder has physically observed the site; attended the Pre-Bid Conference; and prepared its bid accordingly.
3. POSSIBLE SELF-PERFORMED WORK REQUIREMENT. The Bidder will perform with its own forces at least any percentage of the Work required by the Bidding Documents or the Contract Documents.
4. APPRENTICESHIP UTILIZATION REQUIREMENT. The Bidder will comply with requirements of RCW 39.04.320 that no less than fifteen percent of labor hours be performed by apprentices.
5. BASIS. Its Bid is based upon the materials, systems, services, and equipment required by the Bidding Documents, without exception.
6. EXAMINATION. The Bidder has carefully examined the Bidding Documents, Contract Documents, and the Project site, and it has satisfied itself as to the nature, location, character, quality and quantity of the Work, the labor, materials, equipment, goods, supplies, work, services and other items to be furnished, and all other requirements of the Contract Documents. The Bidder has also satisfied itself as to the conditions and other matters that may be encountered at the Project site or affect performance of the Work or the cost or difficulty thereof, including but not limited to those conditions and matters affecting: transportation, access, disposal, handling and storage of materials, equipment and other items; availability and quality of labor, water, electric power and utilities; physical conditions at the Project site and the surrounding locality; and equipment and facilities needed preliminary to and at all times during the performance of the Work. The failure of the Bidder fully to acquaint itself with any applicable condition or matter shall not in any way relieve the Bidder from the responsibility for performing the Work in accordance with, and for the Contract Sum and within the Contract Time provided for in, the Contract Documents.
7. PROJECT MANUAL. The Bidder has checked its copies of any Project Manual issued with the Table of Contents bound therein to ensure the Project Manual is complete.
8. SEPARATE WORK. The Bidder has examined and coordinated all Drawings, Contract Documents, and Specifications for any other contracts to be awarded separately from, but in connection with, the Work being bid upon, so that the Bidder is fully informed as to conditions affecting the Work under the contract being bid upon.
9. REGISTRATION & LICENSE REQUIREMENTS. Bidders and their proposed Subcontractors shall be registered and shall hold such licenses as may be required by the laws of Washington, including RCW 18.27, for the performance of the Work specified in the Contract Documents. The Owner reserves the right to request, at any time, documentation of or authorization to independently verify Bidders' and/or their proposed Subcontractors' licensing status.

## 1.3 BIDDING DOCUMENTS

### A. COPIES

1. Bidders may obtain electronic construction drawings and specifications from the following link to download: www.questcdn.com .

### B. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

1. Format. The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the Specification sections into Work performed by the various building trades, any work by separate contractors, or any Work required for separate facilities in or phases of the Project.
2. Notify Owner. Bidders and Sub-bidders shall promptly notify the Architect of any ambiguity, inconsistency, or error that they may discover upon examination of the Bidding Documents or of the site and local conditions. All Bidders and Sub-bidders shall thoroughly familiarize themselves with specified products and installation procedures. The submittal of the Bid constitutes acceptance of products and procedures specified as sufficient, adequate, and satisfactory for completion of the Contract.
3. Written request. Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to email address: **Procurement@co.benton.wa.us**. Replies will be an Addenda sent to all prime bidders and plan holders of record. Owner and Architect will not be responsible for oral clarification. Questions received after three (3) days prior to the bid date will not be answered. No addenda will be issued less than four (4) calendar days before the bid opening except for Addenda announcing a bid opening time extension.
4. Addenda. Any interpretation, correction or change of the Bidding Documents will be made by written Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.
5. Singular references. Reference in the singular to an article, device, or piece of equipment shall include as many of such articles as are indicated in the Contract Documents or as are required to complete the installation.
6. Utilities and runs. The Bidder should assume that the exact locations of any underground or hidden utilities, underground fuel tanks, and plumbing and electrical runs may be somewhat different from any location indicated in the surveys or Contract Documents.

C. SUBSTITUTIONS

1. Standard. The materials, products, procedures and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality that must be met by any proposed substitution.
2. Substitution procedure. No substitution will be considered prior to receipt of Bids unless the Architect receives a written request for approval on a complete Substitution Request. Requests for substitutions not in compliance with submittal requirements and not received by the Architect by five (5) days prior to the bid date will not be considered. Each such request shall include the name of the material or equipment proposed to be replaced and a complete description of the proposed substitute, including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or other Work that incorporation of the substitute would require shall be included. The proposer has the burden to prove the merit of the proposed substitute. By proposing the substitution, the Bidder represents that it has personally investigated the proposed material or product and determined that it is equal or better in all respects to that specified, that the same or better warranty will be provided for the substitution, that complete cost data, including all direct and indirect costs of any kind, has been presented, that the Contract Time will not be increased, and that it will coordinate the installation of the substitute if accepted and make all associated changes in the Work. The Owner's decision to approve or disapprove a proposed substitution shall be final.

Written requests for approval shall constitute a guarantee by the Bidder that the articles or materials are, in all respects, including warranty and installation, equal or superior to those specified, unless otherwise noted. To the extent the proposed substitution will require additional services by an architect or consultants after Bid award, the Bidder will be required to pay for these services at their customary hourly rates.

3. Addendum. If the Owner approves a proposed substitution prior to receipt of Bids, the approval will be set forth in a written Addendum. Bidders shall not rely upon approvals made in any other manner.
4. Post-bid substitutions. After the Contract has been executed, the Owner may consider a written request for the substitution of material or products in place of those specified in the Contract Documents only under exceptional circumstances as specified.

D. ADDENDA

1. Written. All Addenda will be written. They will be posted on www.questcdn.com.
2. Copies. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose. Addenda will be prepared and transmitted by the Architect. The Architect may elect to issue addenda by use of email.
3. Verification and acknowledgment of receipt. Prior to bidding, each Bidder shall ascertain that it has received all Addenda issued. Each Bidder shall acknowledge its receipt of all Addenda in its Bid.

1.4 BIDDING PROCEDURE

A. FORM AND STYLE OF BIDS

1. Form. Bids shall be submitted on forms identical to the form included with the Bidding Documents. No oral or telephonic responses or modifications will be considered.
2. Entries on the bid form. All blanks on the Bid form shall be filled in by typewriter or manually in ink.
3. Words and figures. Where so indicated by the makeup of the Bid form, sums shall be expressed in both words and figures; in case of discrepancy between the two, the amount written in words shall govern.
4. Initial changes. Any interlineation, alteration or erasure must be initialed by an authorized representative of the Bidder.
5. Alternates. All requested Alternates should be bid. The Owner reserves the right, but is not obligated, to reject any Bid on which all requested Alternates are not bid. If no change in the Base Bid is required for an Alternate, enter "No Change." If there is no entry, it will be presumed that is the Bidder has made no offer to accomplish the Alternate.
6. No conditions. The Bidder shall make no conditions or stipulations on the bid form nor qualify its Bid in any other manner.
7. Identity of Bidder. The Bidder shall include in the specified location on the bid form the legal name of the Bidder and, if requested, a description of the Bidder as a sole proprietor, a partnership, a joint venture, a corporation (include state of incorporation), or another described form of legal entity. The Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

8. Bid amounts do not include sales tax. The Bid shall include in the sum stated all taxes imposed by law, EXCEPT STATE AND LOCAL SALES TAX.
9. Bid breakdown. The Bid form may contain, for the Owner's accounting purposes only, a breakdown of some or all of the components included in the Base Bid.

B. REQUIRED LISTING OF SUBCONTRACTORS

1. Procedure. The Bid form includes a requirement that certain Subcontractors must be listed, and the list submitted to the Owner. In these circumstances, the Bidder must name the Subcontractor with whom the Bidder, if awarded the Contract, will subcontract directly (i.e., not lower-tier Subcontractors) for performance of the work of:

    a. HVAC (heating, ventilation and air conditioning),
    b. plumbing as described in RCW 18.106,
    c. electrical work as described in RCW 19.28, and
    d. any other categories of Work listed on the Subcontractor listing form.

        1) SELF-PERFORMANCE. If the Bidder intends to self-perform any of the categories of Work, it must name itself for each such category of Work.
        2) MULTIPLE ENTRIES. The Bidder shall not list more than one entity for a particular category of Work identified, unless a Subcontractor varies with an Alternate Bid, in which case the Bidder shall identify the Subcontractor to be used for the Alternate and the affected portion of the Work.
        3) In accordance with RCW 39.30.060, failure of a Bidder to submit as part of the Bid the names of such proposed heating, ventilation and air conditioning, plumbing, and electrical Subcontractors or to name itself to perform such Work or the naming of two or more Subcontractors to perform the same Work shall render the Bidder's Bid nonresponsive and, therefore, void. The Bidder, if awarded the Contract, will subcontract with the listed Subcontractor for performance of the portion of the Work designated on the Form of Proposal, subject to the provisions of the Contract for Construction.

2. Replacement. If a listed Subcontractor is unable to comply with any qualification or bond requirements of the Bidding Documents, or other requirements of the Contract Documents (such as a finding of Subcontractor non-responsibility), the Owner may require the Bidder to replace the Subcontractor with a Subcontractor acceptable to the Owner at no change in the Contract Sum or Contract Time.

C. REQUIRED BONDABILITY OF SUBCONTRACTORS

1. Subcontractors in any other categories of Work that have over $300,000 in bid amount, are required to have a bond.

D. BID SECURITY

1. Purpose and procedure. Each Bid shall be accompanied by a bid security equal to five percent (5%) of the Base Bid. The bid security constitutes a pledge that the Bidder will enter into the Contract with the Owner in the form provided, in a timely manner, and on the terms stated in its Bid and will furnish in a timely manner the payment and performance

bonds, certificates of insurance, Contractor's Construction Schedule, and all other documents required in the Contract Documents. Should the Bidder fail or refuse to enter into the Contract or fail to furnish such documents, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

2. Form. The bid security shall be in the form of a certified or bank cashier's check payable to the Owner or a bid bond acceptable to the Owner and executed by a bonding company licensed in the State of Washington on a Public Works Bond or equivalent form.
3. Retaining bid security. The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed, and payment and performance bonds have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.
4. Return of Bid Security. Within 45 days after the Bid Date, the Owner will release or return bid securities to Bidders whose Bids are not to be further considered in awarding the Contract. Bid securities of the three apparent low Bidders will be held until the Contract has been finally executed, after which all unforfeited bid securities will be returned.

E. SUBMISSION OF BIDS

1. Procedure. The Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.
2. Deposit. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Advertisement or Invitation to Bid, or any extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned unopened.
3. Responsibility. The Bidder assumes full responsibility for timely delivery at the location designated for receipt of Bids.
4. Form. Oral, telephonic, electronic, fax or telegraphic Bids are invalid and will not be considered.

F. MODIFICATION OR WITHDRAWAL OF BID

1. After receipt time. A Bid may not be modified, withdrawn or canceled by the Bidder during a 45-day period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting its Bid.
2. Before receipt time. Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. The notice shall be in writing over the signature of the Bidder or by telegram or fax; if by telegram or fax, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids, and the notice shall be worded so as not to reveal the amount of the original Bid.
3. Resubmittal. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided they are then fully in conformance with these Instructions to Bidders.
4. Bid security with resubmission. Bid security shall be in an amount sufficient for the Bid as modified or resubmitted.

G. NOTICE: Notice or a request from a Bidder under these Instructions to Bidders must be in writing over the signature of the Bidder and delivered in person or by mail, or express delivery.

1.5 CONSIDERATION OF BIDS

A. OPENING OF BIDS: Unless stated otherwise in the Advertisement or Invitation to Bid or Addendum, the properly identified Bids received on time will be opened publicly and will be read aloud. An abstract of the Base Bids and Alternate Bids, if any, will be made available to Bidders.

B. REJECTION OF BIDS: The Owner shall have the right but not the obligation to reject any or all Bids for any reason or for no reason, to reject a Bid not accompanied by required bid security or by other material or data required by the Bidding Documents, or to reject a Bid which is in any way incomplete or irregular.

C. ACCEPTANCE OF BID (AWARD)

1. Owner. The Owner intends (but is not bound) to award a Contract to the lowest responsible and responsive Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner has the right to waive any informality or irregularity in any Bid(s) received and to accept the Bid(s) which, in its judgment, is in its own best interests.
2. Alternates. The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided, and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternates accepted. The Owner retains the right to accept Alternate Bid items at the price bid within forty-five (45) days after the Agreement is executed.

D. BID PROTEST PROCEDURES

1. Procedure. A Bidder protesting for any reason the Bidding Documents, a bidding procedure, the award of the Contract or any other aspect arising from or relating in any way to the bidding shall cause a written protest to be filed with and received by the Owner within two (2) business days of the event giving rise to the protest and, in any event, no later than three business days after the date upon which bids are opened. (Intermediate Saturdays, Sundays and legal holidays are not counted.) The written protest shall include the name of the protesting Bidder, a detailed description of the specific factual and legal grounds for the protest, copies of all supporting documents, and the specific relief requested. The written protest shall be delivered to the Owner.
2. Consideration. Upon receipt of the written protest, the Owner will consider the protest. The Owner may, within three (3) business days of the Owner's receipt of the protest, provide any other affected Bidder(s) the opportunity to respond in writing to the protest. If the protest is not resolved by mutual agreement of the protesting Bidder and the Owner, the Superintendent of the Owner or designee will review the issues and promptly furnish a final and binding written decision to the protesting Bidder and any other affected Bidder(s) within six business days of the Owner's receipt of the protest. (If more than one protest is filed, the Owner's decision will be provided within six (6) business days of the Owner's receipt of the last protest.) If no reply is received during the six-business-day period, the protest shall be deemed rejected.

3. Waiver. Failure to comply with these protest procedures will render a protest waived.
4. Condition precedent. Timely and proper compliance with and exhaustion of these protest procedures shall be a condition precedent to any otherwise permissible judicial consideration of a protest.

## 1.6 POST BID INFORMATION

### A. INFORMATION FROM APPARENT LOW BIDDER

1. Submittal. Within five (5) days of the Owner's request, the apparent low Bidder shall submit to the Owner:

    a. a properly executed Contractor's Qualification Statement on the form provided (if requested);
    b. a letter or form from the Bidder's insurance company stating that the insurance required by the Contract Documents will become effective upon execution of the Contract;
    c. a detailed breakdown of the Bid in a form acceptable to the Owner;
    d. the names of the subcontractors (including a designation of the Work) with a bid over $300,000;
    e. the names of the persons or entities (including a designation of the Work to be performed with the Contractor's own forces, and the names of those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work; and
    f. the proprietary names and the suppliers of the principal items or systems of materials and equipment proposed for the Work. Failure to provide such information in a timely manner may constitute an event of breach permitting forfeiture of the Bid security.
    g. per RCW 39.30.060, within forty-eight (48) hours of bid submittal time, submit the names of subcontractors for structural steel installation and rebar installation.

2. Responsibility. The Bidder will be required to establish to the satisfaction of the Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents. The responsibility of the Bidder may be judged in part by the responsibility of these proposed entities. The following will be considered:

    a. The ability, capacity, and skill to perform the contract;
    b. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
    c. Whether the Bidder can perform the contract within the time specified;
    d. The quality of performance of previous contracts;
    e. The previous and existing compliance by the Bidder with laws relating to the contract; and
    f. Such other information as may be secured having a bearing on the decision to award the contract.

3. Objection. Prior to the award of the Contract, the Owner will notify the Bidder in writing if the Owner, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner has reasonable objection to a proposed person or entity, the Bidder may, at Bidder's option, (1) withdraw the Bid, or (2) submit an acceptable substitute person or entity with no change in the established Contract Time and no adjustment in the Base Bid or any Alternate Bid, even if there is a cost to the Bidder occasioned by the substitution. In the event of withdrawal, bid security will not be forfeited.
4. Change. Persons and entities proposed by the Bidder and to whom the Owner has made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner.

B. INFORMATION FROM OTHER BIDDERS: All other Bidders designated by the Owner as under consideration for award of a Contract shall also provide a properly executed Contractor's Qualification Statement, if requested by the Owner.

C. BIDDING MISTAKES: The Owner will not be obligated to consider notice of claimed bidding mistakes received more than three (3) business days after the bid opening. In accordance with Washington law, a low Bidder that claims error and fails to enter into the Contract is prohibited from bidding on the Project if a subsequent call for bids is made for the Project.

## 1.7 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

A. BOND REQUIREMENTS: Within ten (10) days after the issuance of the Notice of Intent to Award, and prior to the date of execution of the Contract, the Bidder shall furnish evidence satisfactory to the Owner of its ability to obtain statutory bonds pursuant to RCW 39.08 covering the faithful performance of the Contract and the payment of all obligations arising thereunder in the form and amount prescribed in the Contract Documents. The cost of such bond shall be included in the Base Bid.

1. Subcontractors with work over $300,000 in value may be asked by the Owner to show proof of the ability to be bonded.

B. TIME OF DELIVERY AND FORM OF BONDS: The Bidder shall deliver the required bonds to the Owner within ten (10) days after the date of execution of the Contract and prior to commencing operations at the site.

## 1.8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

A. FORM TO BE USED: The Agreement for the Work will be written in substantially the same form as the proposed agreements contained in the Bidding Documents, including any Supplemental or Special Conditions, and the other Contract Documents included with the Project Manual. In the event no form is enclosed, an AIA Document A101-2017 "Standard Form of Agreement Between Owner and Contractor, where the basis of payment is a Stipulated Sum," along with revised AIA Document A201, General Conditions, both as revised, modified and supplemented, will be used.

B. CONFLICTS: In case of conflict between the provisions of these Instructions and any other Bidding Document, these Instructions shall govern. In case of conflict between the provisions of the Bidding Documents and the Contract Documents, the Contract Documents shall govern.

1.9 CONTRACT DOCUMENTS

A. This paragraph contains descriptions of some but not all of the provisions of the Contract Documents. Bidders should review in detail the Contract Documents themselves and not rely upon these brief descriptions as complete, inclusive or accurate.

1. RETAINAGE: The Contract Documents specify the statutory retainage requirements of RCW 60.28 for this Project.
2. CONTRACT TIME: The Contract Documents specify the Contract Time. Timely completion of this Project is essential to the Owner.
3. PREVAILING WAGES: The Contract Documents contain requirements regarding the payment of prevailing wages pursuant to RCW 39.12.
4. WRITTEN CLAIMS AND NOTICE: The Contract Documents contain a number of provisions that require the Contractor to provide notice and to make and support Claims in writing within a specified time in order to maintain the claim.
5. CHANGES IN CONTRACT SUM: The Contract Documents contain provisions specifying requirements for and pricing of changes in the Contract Sum.
6. CONTRACTOR REGISTRATION: Pursuant to RCW 39.06, the Bidder shall be registered or licensed as required by the laws of the State of Washington, including but not limited to RCW 18.27.
7. POSSIBLE COMMISSIONING OF CRITICAL SYSTEMS: The Fire Alarm System has been designated in the Contract Documents as a "Critical System." After the Contractor notifies the Owner no later than 30 days prior to the Date of Substantial Completion that the Critical Systems are up and running and ready for normal operation, the Owner will schedule a pre-commissioning inspection of these systems. When the Critical Systems are complete, the Owner will establish the Date of Commissioning.

1.10 REVISED CODES OF WASHINGTON (RCW)

A. Comply with applicable provisions of Revised Codes of Washington (RCW), including but not limited to the following (this listing is not intended to limit applicable RCWs but to emphasize the following):

1. Prevailing Wage Rates, RCW 39.12.
2. Discrimination - Human Rights, RCW 49.60.
3. Hours of Labor, RCW 49.28.
4. Contractor's Bond, RCW 39.08.
5. Registration of Contractors, RCW 18.27.
6. Provisions in Buildings for Aged and Handicapped Persons, RCW 70.92.
7. Apprentice Training Programs, RCW 39.04.320 requiring that no less than fifteen percent of the labor hours be performed by apprentices unless certain other provisions as outlined in the RCW are met.

1.11 OTHER REQUIREMENTS

A. ACCESS TO PREMISES: Any prospective Bidders or Subcontractors may visit the premises at any time.

B. DATE OF COMMENCEMENT: It is the intent of the Owner to issue a Notice to Proceed to the lowest responsive and responsible Bidder within 30 calendar days after receipt of bids. Contract Time will begin as of the date of Notice to Proceed.

C. DATE OF SUBSTANTIAL COMPLETION: The Work shall be Substantially Completed by date established in the Contract Drawings.

D. LIQUIDATED DAMAGES:

1. Substantial Completion: If the Contractor fails to achieve Substantial Completion of all the Work of any phase within the date as indicated on the Phasing Plan, then the Contractor agrees as part of consideration for awarding the Contract, to pay the Owner liquidated damages of the following:

   a. The amount of dollars ($500) for each calendar day.

2. Final Completion: If the Contractor fails to achieve Final Completion of all the Work within 30 calendar days after Substantial Completion, excluding remedial work affected by seasonal requirements, then the Contractor agrees as part of consideration for awarding the Contract, to pay the Owner the amount of five hundred dollars ($500.00) for each calendar day beyond that Date as liquidated damages.
3. Final Completion of Seasonally Affected Work: If the Contractor fails to achieve Final Completion of seasonally affected Work within 30 calendar days after commencement of the appropriate season, then the Contractor agrees as part of consideration for awarding the Contract, to pay the Owner the amount of five hundred dollars ($500.00) for each calendar day beyond that Date as liquidated damages.

E. L & I FEES: The State of Washington requires payment of fees for approval of "Statement of Intent to Pay Prevailing Wages" forms and "Affidavit of Wages Paid" forms. Payment of such fees is the responsibility of the Contractor.

F. PLAN CHECK AND OTHER FEES: The Owner will pay for all City ROW permits, new utility service fees, TIF fees, city Plan Check and Building Permit fees. These fees should not be included in the amount Bid. The Owner will pay all Ecology construction stormwater general permit fees from time of obtaining permit until project substantial completion. If the Contractor fails to successfully terminate coverage of the project with Ecology prior to substantial completion, any additional fees and/or penalties accrued after substantial completion will be the responsibility of the Contractor. The Contractor shall pay all other fees, permits, etc. as specified in the General Conditions.

END OF SECTION 002100

# AIA® Document A201® – 2017

## *General Conditions of the Contract for Construction*

**for the following PROJECT:**

Jail Door Systems Upgrade, Interview Area, Laundry Security Upgrade
7122 W Okanogan Pl., Suite B110
Kennewick, WA 99336

**THE OWNER:**

Benton County, Washington
7122 W Okanogan Pl.
Kennewick, WA 99336
509-736-2704

**THE ARCHITECT:**
*(Name, legal status and address)*

DLR Group of Seattle
51 University Street, Suite 600
Seattle, WA 98101

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

**Init.**
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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

#### § 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (AIA Document A101-2017 as modified therein) and consist of the Agreement, Conditions of the Contract (General, Supplementary, if any, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement otherwise, the Contract documents do include bidding requirements (Advertisements or Invitation to Bid, Instruction to Bidders, Supplementary Instructions to Bidders, sample forms, the Contractors bid and portions of addenda relating to bidding requirements).

#### § 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### § 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### § 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

**§ 1.1.4. 1** The entire project shall be considered as one "portion" unless separate areas or phases are designated for separate completion times or separate areas of completion and occupancy. This definition is for use in determining release of retainage.

#### § 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

#### § 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### § 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### § 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.


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### § 1.2 Correlation and Intent of the Contract Documents

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

**§ 1.2.1.2** In the event of conflicts or discrepancies among the contract documents, interpretations will be based on the following priorities:

1. Modifications, with those of later date having precedence over those of earlier date.
2. The Agreement (AIA Document A101 – 2017 as modified by the parties).
3. Addenda, with those of later date having precedence over those of earlier date.
4. General Conditions of the Contract for Construction (AIA Document A201 – 2017 as modified herein by the parties).
5. Division 1 of the specifications.
6. Drawings and Divisions 2 through 32 of the specifications.
7. Other documents specifically enumerated ion the agreement as part of the Contract Documents.

**§ 1.2.2** Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

**§ 1.2.3** Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

**§ 1.2.4** The "Section Includes" listing at the beginning of the specification section presents a brief indication of the principal Work included in that section but does not limit Work to a specific subject.

**§ 1.2.5** Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Architect for determination.

**§ 1.2.6** In the specifications, some words and phrases have been intentionally omitted, where the specifications are supplemented with notes and drawings providing such information by reference.

**§ 1.2.7** Where the Contract Documents require approval, direction, selection, or other similar actions, and/or where items are to be submitted, reported, or otherwise directed, unless otherwise specified, it shall be presumed that such action be made by and/or such submissions be made to the Architect. Words like "install", "provide", "furnish", and "supply", shall be construed to include complete furnishings and installing or construction. Words like "shown", "noted", and "scheduled" are used to assist the reader in locating particular items, instructions, directions, and requirements, the meanings therein are adopted by reference, and shall be considered to be followed by the phrase "unless otherwise specified or indicated".

**§ 1.2.8** A colon (:) following a material or item shall be used in place of the words, "shall be".

### § 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.


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### § 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### § 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

**§ 1.5.1** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

**§ 1.5.2** The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

### § 1.6 Notice

**§ 1.6.1** Except as otherwise required by law or provided in Section 1.6.2, where the Contract Documents require one party to give notice to the other party, such notice shall be provided in writing to the designated representative of the receiving party. Each party is responsible for informing the other party of the name and contact information of their designated representative at or shortly after the kick-off meeting. Notices served in accordance with this Section 1.6 to the last known business, electronic, or facsimile address provided by the receiving party shall be sufficient for service. Each party shall be responsible for informing the other party of any changes to the designation of their representative and/or contact information for the same.

**§ 1.6.2** Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

**§ 1.6.3** All other written notice shall be deemed to have been duly served if given via: (1) personal delivery, (2) an overnight delivery service of recognized standing, (3) certified or registered mail, return receipt requested; properly addressed, with postage or service charges, if any, prepaid, or (4) by electronic or facsimile transmission, with the original notice to immediately follow by regular mail, if a method for electronic or facsimile transmission is designated by the receiving party. Notice personally delivered shall be deemed served at the time of delivery. Notice via overnight delivery service shall be deemed served one (1) business day after deposit thereof with said delivery service. Notice given by certified or registered mail shall be served given three (3) days after the deposit thereof with the United States Postal Service. Notice by electronic or facsimile transmission shall be deemed served effective the beginning of the next working day.

### § 1.7 Digital Data Use and Transmission

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

*(Paragraphs deleted)*

**§ 1.7.1** Contractor acknowledges that Instruments of Service or any other information or documentation Contractor receives in digital form may contain transmission or translation errors and are issued for convenience only. If Contractor knows of, should know of, or suspects such transmission or translation error has occurred, the Contractor shall inform the sending party immediately to resolve any discrepancy or shall rely only on hard-copy Instruments of Service.


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## ARTICLE 2 OWNER

### § 2.1 General

**§ 2.1.1** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in the Agreement a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative assigned to the Project.

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

**§ 2.1.3** The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce claims pursuant to bonds.

### § 2.2 Evidence of the Owner's Financial Arrangements

**§ 2.2.1** Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

**§ 2.2.2** Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay, and start-up, plus interest as provided in the Contract Documents.

**§ 2.2.3** After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

**§ 2.2.4** Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

### § 2.3 Information and Services Required of the Owner

**§ 2.3.1** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

**§ 2.3.2** The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.


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**§ 2.3.3** If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

**§ 2.3.4** The Owner shall furnish surveys describing physical characteristics, legal limitations, and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 2.3.5** The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

**§ 2.3.6** The Contractor will be furnished, free of charge, one set of Drawings and Project Manual for use in construction of this Project. Additional sets may be purchased at the cost of reproductions, postage and handling by the Contractor.

### § 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

### § 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

## ARTICLE 3 CONTRACTOR

### § 3.1 General

**§ 3.1.1** The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative. The Contractor is an independent contractor and shall not for any purpose relating to or arising out of this Contract be an agent or employee of Owner.

**§ 3.1.2** The Contractor shall perform the Work in accordance with the Contract Documents.

**§ 3.1.3** The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

### § 3.2 Review of Contract Documents and Field Conditions by Contractor

**§ 3.2.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the project site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.


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**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

**§ 3.2.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies, or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### § 3.3 Supervision and Construction Procedures

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences, or procedures may not be safe, the Contractor shall provide timely notice, in writing, to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures in writing. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures. If the Contractor is instructed to proceed with the required means, methods, techniques, sequences, or procedures without acceptance of changes proposed by the Contractor in writing, the Contractor shall be fully and solely responsible for performing, and shall proceed to perform, the Work as safely as possible, but the Contractor shall not be liable for any loss or damage directly resulting from the Owner's refusal to accept the particular changes proposed by the Contractor, as opposed to loss or damage resulting from unsafe performance by the Contractor or other causes.

**§ 3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

**§ 3.3.3** The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

**§ 3.3.4** The Contractor has the responsibility to ensure all of its employees, Subcontractors, suppliers, and their agents, employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors adhere to the Contract documents, that they order materials on time, taking into account the current market and delivery conditions, and that they provide materials in sufficient time to comply with the Project Schedule. The Contractor shall be coordinate its work with that of all others in the Project including deliveries, storage,


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installations, and construction utilities. The Contractor shall be responsible for the space requirements, locations, and routing of its equipment. In areas and locations where the proper and most effective space requirements, locations, and routing cannot be made as indicated, the Contractor shall meet with the Architect and all others involved, before installation, to plan the most effective and efficient method of overall installation.

**§ 3.3.5** Without the prior written consent of Owner, Contractor shall not (i) employ any person to perform work hereunder who is a Close Family Member: or (ii) subcontract Work to be performed hereunder to a Close Family Member or to any entity which is controlled by a Close Family Member. For the purposes of this Section, a Close Family Member means any of the following biological, step, half, foster, or by marriage person; parents, grandparents, children, grandchildren, spouses, brothers, sisters, or in-laws of any employee of Owner who is directly or indirectly involved with the administration, supervision, or implementation of this Agreement or the Work to be performed hereunder.

### § 3.4 Labor and Materials

**§ 3.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**§ 3.4.2** Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

**§ 3.4.2.1** The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for making agreed upon changes in the Drawings and Specifications and for re-submittals and re-approval by authorities.

**§ 3.4.3** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

**§ 3.4.3.1** Contractor shall use adequate numbers of skilled workmen, thoroughly trained and experienced in the necessary crafts and completely familiar with the specified requirements and methods needed for proper performance of the Work. Owner has the right to require Contractor to remove from its work force assigned to the Work any employee deemed incompetent, careless, or otherwise objectionable, or any personnel whose actions are deemed to be contrary to public interest or inconsistent with the best interest of the Project. Contractor shall promptly furnish qualifications for any employees that in the opinion of Owner are unsatisfactory.

**§ 3.4.4** After the Contract has been executed, the owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the following conditions:

1. Required product cannot be supplied in time for compliance with Contract requirements.
2. Required product is not acceptable to Owner, or determined to be non-compatible, or cannot be properly coordinated, warranted, or insured, or has other recognized liability as certified by Contractor.
3. Substantial advantage is offered to owner after deducting off-setting disadvantages including delays, additional compensation, to Architect for redesign, investigation, evaluation, other necessary services, and/or similar considerations.

**§ 3.4.5** By making requests for substitutions based on Section 3.4.4 above the Contractor:

1. represents that he has personally investigated the proposed substitute product and determined that it is equivalent or superior in al respects to that specified.
2. represents that he has submitted the proposed substitution to owner and has received approval for said substitution.
3. represents he will provide the same warranty for the substitution that he would for that specified.
4. certifies that the cost of data presented is complete and includes all related costs under separate contracts, but excludes the Architects redesign costs, and waives all claims for additional costs related to the substitution which became apparent; and


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5. will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

**§ 3.5 Warranty**

**§ 3.5.1** The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**§ 3.5.2** The warranty shall continue for a period of 1 year from the date of Substantial Completion of the work unless otherwise specified, or as provided in 3.5.11.

**§ 3.5.3** The Contractor shall remedy, at the Contractor's expense, any failure to conform or any defect with the Work set forth in the Contract Documents. In addition, the Contractor shall remedy, at the Contractor's expense, damage to real or personal property when that damage is the result of:

1. The Contractors failure to conform to Contract requirements; or
2. Any defect of equipment, material, or workmanship.

**§ 3.5.4** The Contractor shall restore any work damaged in fulfilling the terms and conditions of this section. The Contractors warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

**§ 3.5.5** The Owner shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

**§ 3.5.6** If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

**§ 3.5.7** With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Contract, the Contractor shall:

1. Obtain warranties that would be given in normal commercial practice.
2. Require all warranties to be executed in writing, for the benefit of the Owner, if directed by the Owner, and
3. Enforce all warranties for the benefit of the Owner, if Directed by the Owner.

**§ 3.5.8** The Contractor is responsible to enforce any subcontractor's, manufacture's, or supplier's warranty should they extend beyond the period specified.

**§ 3.5.9** Unless a defect is caused by the negligence of the Contractor, the Contractor shall not be liable for the repair of any defects of material furnished by the Owner nor for the repair of any damage that results from any defect in Owner-furnished material.

**§ 3.5.10** The owner's rights with respect to latent defects, gross mistakes, or fraud shall not be limited by the warranty provisions of these Contract Documents.

**§ 3.5.11** In the event that the Contractor is required to make repairs during the warranty period, the provisions of Article II, Insurance and Bonds, shall remain in effect at no additional cost to the Owner.

**§ 3.5.12** Contractor hereby assigns to the Owner, effective upon Substantial Completion, all express and implied warranties made or assigned at any time to the Contractor by any Subcontractor, Sub-subcontractor or material supplier relating to any part of the Work or any product incorporated into the Work. Such warranties shall be in


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addition to and shall not diminish the warranties of the Contractor under Subparagraph 3.5.2 or other provisions of the Contract Documents.

**§ 3.5.13** Contractor represents and warrants to owner that neither Contractor nor any individual entity. Or organization holding any ownership interest or controlling interest in Contractor, including any officer or director, is an individual, entity, or organization with whom any United States law, regulation, or executive order prohibits U.S. companies and individuals from dealing, including without limitation, names appearing on the SDN List. Contractor covenants to Owner that it will not cause Owner to be in violation of any regulation administered by the Office of Foreign Assets Control.

**§ 3.5.14** All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

### § 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### § 3.7 Permits, Fees, Notices and Compliance with Laws

**§ 3.7.1** The Owner shall obtain and pay for plan check(s) as required by the State of Washington and City of Kennewick and required building permit fees. The Contractor shall pay for mechanical and electrical permits required by the State of Washington or local Authority. The Contractor shall obtain and pay for all licenses and permits and shall pay all fees and charges for connections to materials, parking, utility services, temporary obstructions, enclosures, opening and patching of streets, etc. off the property of the owner arising from the construction and completion of the work.

**§ 3.7.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

**§ 3.7.3** If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction or related thereto (including fines and penalties), which costs shall not be considered consequential damages waived by operation of Section 15.1.6 hereof.

### § 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

**§ 3.7.5** If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.


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### § 3.8 Allowances

**§ 3.8.1** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

**§ 3.8.2** Unless otherwise provided in the Contract Documents,

1. allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
2. Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
3. whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

**§ 3.8.3** Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

### § 3.9 Superintendent

**§ 3.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

**§ 3.9.3** The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

**§ 3.9.4** The superintendent shall not be changed except with prior approval of the Architect, unless the superintendent ceases to be in the Contractor's employ. The replacement superintendent shall be subject to the conditions set forth in this Section 3.9.

**§ 3.9.5** The superintendent's normal and customary duties may include labor related activities associated with installing components of the building.

**§ 3.9.6** The superintendent's normal and customary duties shall encompass full-time QUALITY CONTROL, including but not limited to:

1. Proper coordination and sequencing of the various trades, materials, personnel, testing and data during all phases of the project;
2. Process schedule management including critical path analysis.
3. Written confirmation of all important communications shall be kept in the daily construction log.

### § 3.10 Contractor's Construction and Submittal Schedules

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. Prepare and submit all required data under the provisions of Section 01 33 00 – Submittals.


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§ **3.10.1.1** Contractor shall promptly notify the Owner and the Architect in writing of any proposed changes in the Project Schedule or the Contract Time or of any event which could delay performance of any item of the Work, stating the cause of the delay, expected duration of the delay, the anticipated effect of the delay on the Project Schedule and the action being taken to correct the delay. Notification of potential delay does NOT constitute a change in the Contract Time; only a Change Order signed by the Owner can amend the Contract Time.

§ **3.10.1.2** If any Project Schedule submitted sets forth a date for Substantial Completion for the Work or any phase of the Work beyond the Date(s) of Substantial Completion established in the Work Authorization (as the same may be extended as provided in the Contract Documents), the Contractor shall submit to the Architect and the Owner for their review and approval a narrative description of the means and methods which the Contractor proposes to use to expedite the progress of the Work to ensure timely completion of the various phases of the Work and Work as a whole. Regardless of the cause of any delay, the Contractor shall exercise reasonable efforts to bring the Project back into compliance with the Project Schedule.

§ **3.10.1.3** To the extent that the Contractor or any Subcontractor, Sub-subcontractor or material supplier is responsible for the delay, the Contractor shall take all necessary action to bring the Project back into compliance with the Project Schedule, including without limitation increasing the number of personnel on the Project and implementing overtime and double shifts, and in that event, the Contractor shall not be entitled to an adjustment in the Contract Sum, Contract Time or the Project Schedule.

**§ 3.10.2** The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals. Prepare and submit all required data under the provisions of Section 01 33 00 – Submittals.

**§ 3.10.3** The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

### § 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### § 3.12 Shop Drawings, Product Data and Samples

**§ 3.12.1** Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

**§ 3.12.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**§ 3.12.3** Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

**§ 3.12.4** Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.


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**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**§ 3.12.7** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

**§ 3.12.8** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

**§ 3.12.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

**§ 3.12.10.1** If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 3.12.10.2** If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.


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### § 3.13 Use of Site
The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### § 3.14 Cutting and Patching
**§ 3.14.1** The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

### § 3.15 Cleaning Up
**§ 3.15.1** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

**§ 3.15.3** The Contractor shall comply with cleaning instructions contained in the specifications. In absence of specific cleaning instructions, follow accepted cleaning practices or the recommendation of the manufacturer of the material to be cleaned.

### § 3.16 Access to Work
The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

### § 3.17 Royalties, Patents and Copyrights
The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

### § 3.18 Indemnification
**§ 3.18.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

**§ 3.18.2** In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages,


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compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

## ARTICLE 4 ARCHITECT

### § 4.1 General

**§ 4.1.1** The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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

**§ 4.1.3** If the employment of the Architect is terminated, the Owner shall engage a successor architect whose status under the Contract Documents shall be that of the Architect.

### § 4.2 Administration of the Contract

**§ 4.2.1** The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

**§ 4.2.2** The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

**§ 4.2.2.1** The Owner is entitled to receive reimbursement from the Contractor for amounts paid to the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the Work.

**§ 4.2.3** On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

### § 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

**§ 4.2.5** Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

**§ 4.2.6** The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.


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**§ 4.2.7** The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 4.2.8** The Architect will prepare Change Orders and Construction Change Directives and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

**§ 4.2.9** The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

**§ 4.2.10** If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

**§ 4.2.12** Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

**§ 4.2.13** The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

**§ 4.2.14** The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

**§ 5.1.1** A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor. The term "Subcontractor" or "Sub-subcontractor" includes every person or entity who has a contract to perform a portion of the Work at the site, of every tier regardless of how remote.

**§ 5.1.2** A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.


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**§ 5.1.2.1** The term "supplier" includes every supplier of materials or equipment used in the Work, of every tier regardless of how remote.

**§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work**

**§ 5.2.1** Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

**§ 5.2.2** The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

**§ 5.2.3** If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

**§ 5.2.4** The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

**§ 5.3 Subcontractual Relations**

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

**§ 5.3.1** The Contractor shall first pay out payments received under this Agreement to (and secure the discharge of any liens asserted by) all persons furnishing labor, equipment, materials, or other items in connection with the performance of the Work (including, but not limited to, any Subcontractors, Sub-subcontractors, and suppliers). The Contractor agrees that, provided the Owner has paid the Contractor in accordance with this Agreement, the Owner has the right to a lien-free Project. The Owner may, at its discretion, make joint payments to the Contractor and its creditors. The Owner reserves the right, in the event any claim is made against the Owner arising out of any obligation incurred by the Contractor under this Agreement or in connection with performance of Work, to withhold payments due or to become due, to the Contractor, in such amounts as are necessary to cover the claim(s) and any costs or expenses arising in connection with the legal settlement thereof. The Contractor further agrees that if any lien or claim is filed or made against the Project site, the Project, or the Owner, as a result of the Contractor's failure to meet its obligations, the Owner upon fourteen (14) days prior written notice shall have the right to settle said lien or claim directly and deduct the cost of the settlement from payments due the Contractor (and, if the amount still due the Contractor is insufficient to cover such costs, to recover the shortfall from the Contractor directly), provided that the Contractor within such fourteen (14) day period has not settled such lien or claim or provided a bond against such lien or claim in a manner satisfactory to the Owner.


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### § 5.4 Contingent Assignment of Subcontracts

**§ 5.4.1** Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

**.1** assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

**.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

**§ 5.4.2** Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

**§ 5.4.3** Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

### § 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

**§ 6.1.1** The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

**§ 6.1.2** When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

**§ 6.1.3** The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

**§ 6.1.4** Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

### § 6.2 Mutual Responsibility

**§ 6.2.1** The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

**§ 6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.


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**§ 6.2.3** The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities, or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work, or defective construction.

**§ 6.2.4** The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

**§ 6.2.5** The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

### § 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

**§ 7.1.1** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive, or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

**§ 7.1.2** A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

**§ 7.1.3** Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

### § 7.2 Change Orders

**§ 7.2.1** A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

**.1** The change in the Work;
**.2** The amount of the adjustment, if any, in the Contract Sum; and
**.3** The extent of the adjustment, if any, in the Contract Time.

**§ 7.2.2** Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule. Such agreement shall not affect settlement of issues related to the Work itself. In the event a Change Order increases the Contract Sum, the Contractor shall include the work covered by such Change Order in Application for Payment as if such work were originally part of the Project and Contract Documents.

**§ 7.2.3** The allowances outlined in 7.3.11 shall also apply to Change Orders.

### § 7.3 Construction Change Directives

**§ 7.3.1** A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

**§ 7.3.2** A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.


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**§ 7.3.3** If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.4.

**§ 7.3.4** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

**§ 7.3.5** If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

**§ 7.3.6** Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect in writing within forty-eight hours of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

**§ 7.3.7** A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

**§ 7.3.8** The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

**§ 7.3.9** Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

**§ 7.3.10** When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

**§ 7.3.11** In Subparagraph 7.3.4, the allowance for the combined overhead, insurance, bonds, coordination, supervision, and profit included in the total cost to the owner shall be based on the following schedule:


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1. For the Contractor, for Work performed by the Contractor's own forces, 10 percent of the cost.
2. For the Contractor, for Work performed by the Contractor's Subcontractor, 5 percent of the amount due the Subcontractor.
3. For each Subcontractor or Sub-subcontractor involved, for work performed by that Subcontractor's or Sub-subcontractor's own forces, 10 percent of the cost.
4. For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, 5 percent of the amount due the Sub-subcontractor.
5. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.4
6. Overhead shall be considered to include hand tools, field office cost's other than included in subparagraph 7.4.7.5, home office costs, and all other costs not specifically listed in paragraph 7.3.4.
7. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, equipment and subcontracts. Labor, materials and equipment shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over $1,000.00 be approved without such itemization.

### § 7.4 Minor Changes in the Work

After consultation with the owner, the Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

## ARTICLE 8 TIME

### § 8.1 Definitions

**§ 8.1.1** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The time stated for final completion shall include final cleanup of the premises and completion of all documentation required by the Contract Documents.

**§ 8.1.1.1** The Contractor shall substantially complete the work as defined by paragraph 9.8.1, no later than **120 days** from the issuance of the Notice to Proceed.

**§ 8.1.2** The date of commencement of the Work is the date established in the Notice to Proceed.

**§ 8.1.3** The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

**§ 8.1.4** The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

**§ 8.1.4.1** When computing any period of time, the day of the event from which the period of time begins to run shall not be counted. The last day is counted unless it falls on a weekend or legal holiday, in which event the period runs until the end of the next day which is not a weekend or holiday. When the period of time allowed is less than seven days, intermediate Saturdays, Sundays, and legal holidays are excluded from the computation.

### § 8.2 Progress and Completion

**§ 8.2.1** Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

**§ 8.2.2** The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

**§ 8.2.3** The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.


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**§ 8.2.4** It is the Contractor's option to complete the project earlier than the date specified in the Contract Documents, thus any claim based on delay shall be evaluated based upon the dates specified in the Contract Documents, not an earlier projected completion that the Contractor may propose.

### § 8.3 Delays and Extensions of Time

**§ 8.3.1** If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or the neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) changes ordered in the Work; (3) labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) delay authorized by the Owner pending mediation and binding dispute resolution; or (5) other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

**§ 8.3.2** Claims relating to time shall be made in accordance with applicable provisions of Article 15.

**§ 8.3.3** The Contractor agrees to make no claim for damages for delay in the performance of this Contract occasioned by any act or omission to act of Owner, its Architect, its agents or employees or any other Contractor, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work.

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

**§ 9.1.1** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

**§ 9.1.2** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

### § 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment. The schedule of values shall include a separate and distinct line item for "Project Closeout "activities in the amount of 0.5% of the contract value or $10,000 whichever is greater. This project closeout amount is different than project retainage, and shall cover expenses related to final corrections, cleaning, submittal of closeout documentation, and related work/value. Prepare and submit Schedule of Values under the provisions of Section 01 29 00 - Contract Considerations.

### § 9.3 Applications for Payment

**§ 9.3.1** At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers and shall reflect retainage if provided for in the Contract Documents.

**§ 9.3.1.1** As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect and included in Change Orders.

**§ 9.3.1.2** Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.


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**§ 9.3.1.3** The form of application for payment shall be AIA Form G702 - Application and Certificate for Payment, supported by AIA Form G703 - Application and Certification for Payment Continuation Sheet. Submit one original and 2 copies.

**§ 9.3.1.4** The Contractor shall not withhold from a subcontractor or supplier more than the percentage of retainage held from processed payment certificates for their portion of the work.

**§ 9.3.1.5** Until conditions set forth in Paragraph 9.10 are met, the Owner shall pay ninety-five (95) percent of the amount due the Contractor on account of progress payments.

**§ 9.3.2** Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site. Offsite storage will not be approved at locations more than 10 miles from the project site.

**§ 9.3.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

### § 9.4 Certificates for Payment

**§ 9.4.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

**§ 9.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

### § 9.5 Decisions to Withhold Certification

**§ 9.5.1** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as


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may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials, or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a Separate Contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

**§ 9.5.2** When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

**§ 9.5.3** When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

**§ 9.5.4** If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

**§ 9.6 Progress Payments**

**§ 9.6.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents and shall so notify the Architect.

**§ 9.6.1.1** Progress Payments shall fall due on or about the 25th of each month (30 days after receipt of the application for Payment by the Architect.)

**§ 9.6.2** The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

**§ 9.6.3** The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

**§ 9.6.4** The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

**§ 9.6.5** The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3, and 9.6.4.

**§ 9.6.6** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

**§ 9.6.7** Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require


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money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

**§ 9.6.8** Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage, or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

### § 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

### § 9.8 Substantial Completion

**§ 9.8.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

**§ 9.8.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**§ 9.8.3** Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

**§ 9.8.4** When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. The payment shall be sufficient to increase the total payment to ninety-five (95) percent of the contract sum, less such amounts as the Architect shall determine for incomplete work and unsettled claims. The amount of retainage held for incomplete work and unsettled claims shall be double the value of the items remaining to facilitate completion of work and settlement of claims.

### § 9.9 Partial Occupancy or Use

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to


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by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

**§ 9.9.2** Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

**§ 9.9.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

### § 9.10 Final Completion and Final Payment

**§ 9.10.1** Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. The final retainage shall become due and payable to the Contractor in not more than thirty (30) days after issuance of the final Certificate for Payment by the Architect, provided that the conditions of paragraph 9.10.2 are fully satisfied.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

**§ 9.10.4** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;


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.3 terms of special warranties required by the Contract Documents; or
.4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

**§ 9.10.5** Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

**§ 9.11.1 Liquidated Damages:** The owner will suffer financial loss if the Project is not Substantially Complete on the date set forth in the Contract Documents. The Contractor (and his Surety) shall be liable for and shall pay to the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the Work is substantially completed:

**§ 9.11.2** The work of this Contract shall be commenced on a date to be specified in the Notice to Proceed and shall be completed within the time limits stipulated in the Contract Documents. The Contractor shall reimburse the Owner for any loss suffered through failure to meet the schedule.

**§ 9.11.3** If an extension of Contract time is granted to the Contractor by Change Order, the Contractor shall indemnify and hold harmless the Owner and Architect from any loss to any other Contractor or Subcontractor caused by such extension of time. Liquidated damages will not be assessed for any days for which an extension of time is granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire contract.

**§ 9.11.4** It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act; and where under the Contract a time extension is allowed pursuant to Paragraph 8.3, Delays and Extensions of Time, the new time limit fixed by such extension shall be of the essence of this Contract.

**§ 9.11.5** Notwithstanding Section 8.1.1.1 above, when the Contract work is substantially complete, the Architect will notify the Contractor in writing of a substantial completion date. If the Work is not substantially complete by the date established in the Contract Documents, the Contractor shall pay the dollar amount, as defined in the provisions of Paragraph 9.11.1, as liquidated damages for each and every calendar day that the Contractor is in default until the Work is substantially complete. Said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficult of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount shall be deducted from the Contract amount and not paid by the Owner.

**§ 9.11.6** For overruns in contract time occurring after substantial completion, damages shall be assessed on the basis of direct architectural, administrative, and related costs assignable to the project until the date of actual completion of all the contract work. The Owner may offset these costs against any payment due the Contractor. The Contractor shall complete the remaining work as promptly as possible. Upon request by the Architect, the Contractor shall furnish a written schedule for completing the Contract.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

### § 10.2 Safety of Persons and Property

**§ 10.2.1** The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work and other persons who may be affected thereby;
.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.


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**§ 10.2.2** The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

**§ 10.2.3** The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

**§ 10.2.4** When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

**§ 10.2.4.1** When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary, the Contractor shall give the Owner reasonable advance notice.

**§ 10.2.5** The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

**§ 10.2.6** The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

**§ 10.2.7** The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

**§ 10.2.8 Injury or Damage to Person or Property**

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

**§ 10.3 Hazardous Materials and Substances**

**§ 10.3.1** The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

**§ 10.3.2** Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written


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agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately, and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

**§ 10.3.5** The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

**§ 10.3.6** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

### § 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

## ARTICLE 11 INSURANCE AND BONDS

### § 11.1 Contractor's Insurance and Bonds

**§ 11.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

**§ 11.1.2.1** The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits and as follows:

Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than two million dollars ($2,000,000 ) each occurrence, two million dollars ($2,000,000) general aggregate, and two million dollars ($2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

- **.1** damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- **.2** personal and advertising injury;
- **.3** damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- **.4** bodily injury or property damage arising out of completed operations; and
- **.5** the Contractor's indemnity obligations under Section 3.18.

**§ 11.1.2.2** Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than one million dollars ($1,000,000) per accident, for bodily injury, death of


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any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

**§ 11.1.2.3** The owner, owner's employees, architect, and their consultants shall be named as an Additional Insured on the insurance required in 11.1.2.1.2 and 11.1.2.2 above, with a 30 days' notice to cancel any coverage, and the insurance shall contain the severability of interest clause as follows: "The insurance afforded herein applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's 'liability'."

**§ 11.1.2.4** All coverage shall be placed with an insurance company duly admitted in the State of Washington and shall be reasonable acceptable to Owner.

**§ 11.1.2.5** Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness. For insurance written on a Commercial General Liability policy form, an ACORD form 25S will be acceptable. All insurance Certificates of Liability Insurance must name Owner's Project Number, Project Title and Project Address.

**§ 11.1.2** The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

**§ 11.1.3** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

**§ 11.1.4** Insurance During Warranty Period - In the event the Contractor is required to make corrections on the premises in accordance with the warranty provisions of this Contract, the above insurance requirements shall remain applicable at no additional cost to the Owner.

**§ 11.1.5 Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

**§ 11.2 Owner's Insurance**

**§ 11.2.1** The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

**§ 11.2.2** The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The Property insurance shall be maintained until Substantial Completion. This insurance shall include the


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interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

**§ 11.2.2.1 Causes of Loss** The insurance requirement by this Section 11.2.2 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss of resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials.

**§ 11.2.2.2 Specific Required Coverages** The insurance required by this Section 11.2.2 shall provide coverage for loss or damage to falsework and other temporary structures, and to build systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses.

**§ 11.2.2.3** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 11.2.2 or, if necessary, replace the insurance policy required under Section 11.2.2 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 1 of the General Conditions.

**§ 11.2.2.4 Deductibles and Self-Insured Retentions**. If the insurance required by this Section 11.2.2 is subject to deductibles or self-insured retentions, the Contractor shall be responsible for all loss not covered because of such deductibles or retentions of $5,000.00.

**§ 11.2.3 Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

**§ 11.2.4 Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

**§ 11.3 Waivers of Subrogation**

**§ 11.3.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages to the work caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity


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agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

**§ 11.3.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

**§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

**§11.5 Adjustment and Settlement of Insured Loss**

**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

**§ 11.4 Performance Bond and Payment Bond**

**§ 11.4.1** The Contractor shall furnish Owner with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Owner, in an amount equal to 100% of the Contract sum as security for the performance by the Contractor of this Contract and payment of all the persons performing labor and supplying materials pursuant to this Contract.

**§ 11.4.2** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

**§ 11.4.3** The Bond shall include maintenance provisions covering workmanship and materials for a period of one year or for longer periods where so specified, from and after the Date of Substantial Completion. The Contractor shall include the cost of the Bond as part of the Contract Price.

**§ 11.4.4** The Contractor shall promptly furnish additional security required to protect the Owner and persons supplying labor or materials under this Contract if:

.1 Any surety upon any bond furnished with this Contract becomes unacceptable to the Owner;

.2 Any surety fails to furnish reports on its financial condition if requested by the Owner.


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## ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

### § 12.1 Uncovering of Work

**§ 12.1.1** If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

### § 12.2 Correction of Work

#### § 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

#### § 12.2.2 After Substantial Completion

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

**§ 12.2.2.2** The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

**§ 12.2.2.3** The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

**§ 12.2.3** The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

**§ 12.2.4** The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

**§ 12.2.5** Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.


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### § 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be affected whether or not final payment has been made.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

**§ 13.1.1** Contractor shall comply with applicable provisions of Revised Codes of Washington (RCW) and the Washington Administrative Code (WAC), including but not limited to the following (this listing is not intended to limit applicable RCWs and WACs but to emphasize the following):

.1 Prevailing Wage Rates, RCW 39.12 and Certified Payroll Records WAC 296-127-320
.2 Nondiscrimination, RCW 49.60
.3 Hours of Labor, RCW 49.28
.4 Contractor's Bond, RCW 39.08
.5 Contractor's Regulations, RCW 18.27
.6 Handicapped Provisions, RCW 70.92

### § 13.2 Successors and Assigns

**§ 13.2.1** The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**§ 13.2.2** The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

### § 13.3 Rights and Remedies

**§ 13.3.1** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

**§ 13.3.2** No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

### § 13.4 Tests and Inspections

**§ 13.4.1** Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

**§ 13.4.2** If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when


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and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

**§ 13.4.3** If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

**§ 13.4.4** Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

**§ 13.4.5** If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

**§ 13.4.6** Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### § 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

**§ 14.1.1** The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

**§ 14.1.2** The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

**§ 14.1.3** If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

**§ 14.1.4** If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

### § 14.2 Termination by the Owner for Cause

**§ 14.2.1** The Owner may terminate the Contract, in whole or in part, if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;


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.3 fails to cure a violation of, or repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents; or

.5 becomes insolvent or is declared bankrupt or commits any acts of bankruptcy or insolvency or makes an assignment for the benefit of creditors without the previous written consent of the Owner, except to a financial institutional authorized to do business in the State of Washington; then, the Owner may, after serving seven (7) days' notice to the Contractor and surety, either:

.1 Transfer the performance of work from the Contractor to the surety or;

.2 Terminate the Contract and, at the Owner's option, provide such labor or materials as required to complete the work or delete the remaining work. Any extra costs or damages to the owner shall be deducted from any money due or coming due to the Contractor under the Contract.

**§ 14.2.2** When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

**§ 14.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**§ 14.2.4** The Contractor and the surety shall bear any extra expenses incurred by the Owner in completing the work, including all increased costs for completing the work, and all damages sustained, or which may be sustained, by the Owner by reason of such refusal, neglect, failure, or discontinuance of work by the contractor. After all the Work contemplated under the Contract has been completed, the Owner will calculate the total expenses and damages for the completed work. If the total expenses and damages are less than any unpaid balance to the Contractor, the excess will be paid by the Owner to the Contractor. If the total expenses and damages exceed the unpaid balance, the Contractor and the surety shall be jointly and severally liable to the Owner and pay the difference to the Owner on demand.

**§ 14.2.5** Upon receipt of a notice that the work is being transferred to the surety, the surety shall enter upon the premises and take possession of all materials, tools, and appliances for the purpose of completing the work included under the Contract and employ by Contract or otherwise any person or persons satisfactory to the Owner to finish the work and provide the materials without termination of the Contract. Such employment shall not relieve the surety of its obligations under the Contract and the bond. If there is a transfer to the surety, payments on estimates covering work subsequent to the transfer shall be made to the extent permitted under law to the surety or its agents without any right of the Contractor to make any claim.

**§ 14.2.6** The Contractor and its surety shall be liable for any damage to the Owner resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Owner in the work.

**§ 14.2.7** If the termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been pursuant to Sections 14.3, Suspension by the Owner for Convenience and 14.4 Termination by the Owner for Convenience.

**§ 14.2.8** The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this Contract.

**§ 14.3 Suspension by the Owner for Convenience**

**§ 14.3.1** The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.


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**§ 14.3.2** The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

**.1** that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

**.2** that an equitable adjustment is made or denied under another provision of the Contract.

### § 14.4 Termination by the Owner for Convenience

**§ 14.4.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

**§ 14.4.2** Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

**.1** cease operations as directed by the Owner in the notice;

**.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

**.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

**§ 14.4.3** In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 Claims

### § 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

### § 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in no event not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

### § 15.1.3 Notice of Claims

If the Contractor asserts there is cause for a claim, the Contractor shall:

1. Immediately give a signed written notice of claim to the Architect and the Owner before doing the Work;
2. Supplement the written claim notice within 7-calendar days with a written statement and supporting documents providing the following:
   a. The date and nature of the claim;
   b. A full discussion of the circumstances which caused the claim, including names of persons involved, time, duration and nature of the Work involved, and a review of the Plans and Contract Provisions referenced to support the claim;
   c. The estimated dollar cost, if any, of the Work related to the claim and a detailed breakdown showing how that estimate was determined; and
   d. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption; and
   e. If the claim is continuing, the information required above shall be supplemented upon request by the Architect until the claim is resolved.

Once such Claim is identified, the claimant shall cooperate with the Architect and the other party against whom the Claim is made in an effort to mitigate the alleged or potential damages, delay or other adverse consequences arising


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out of the condition which is the cause of such a Claim. The claim resolution procedure defined in Section 15.2 shall be followed upon receipt of Contractor's claim.
Throughout any Work related to a claim, the Contractor shall keep complete records of extra costs and time incurred. The Contractor shall permit the Architect and Owner access to these and any other records related to the Work as determined by the Architect and Owner. The records for disputed work shall be in accordance with section 7.3.7.
By failing to follow the procedures of this Section, the Contractor completely waives any right for compensation or extended duration claims for protested Work. An additional Claim made after the initial Claim has been implemented by Change Order will not be allowed.

*(Paragraphs deleted)*

**§ 15.1.4 Continuing Contract Performance**

**§ 15.1.4.1** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**§ 15.1.4.2** The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

**§ 15.1.5 Claims for Additional Cost**

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

**§ 15.1.5.1** No adjustment in the Contract Sum shall be permitted, however, in connection with a concealed or unknown condition which does not differ materially from those conditions disclosed or which reasonably should have been disclosed by the Contractor's (1) prior inspections, tests, reviews and preconstruction services for the Project, or (2) inspections, tests, reviews, and preconstruction services which the Contractor had the opportunity to make or should have performed in connection with the Project. No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition which does not differ materially from those conditions disclosed or which reasonably should have been disclosed by the Contractor's (1) prior inspections, tests, reviews and preconstruction services for the Project, or (2) inspections, tests, reviews, and preconstruction services which the Contractor had the opportunity to make or should have performed in connection with the Project.

**§ 15.1.5.2** The parties agree that an integral part of this Contract is the ability to resolve claims and disputes in a timely manner. To achieve this timely resolution, the parties agree to establish a set cost allowance for delays and time extensions. There will be no additional allowance for equitable adjustment for any general conditions, costs or mobilization, demobilization, layout, temporary facilities, equipment, home office, or field overhead costs (extended overhead) or other costs of supervision herein relating to change orders, time extensions, or delays, other than as set forth in this paragraph. The Owner will pay only for the following verifiable costs associated with the time extension or delay: 1) the actual labor costs, fringe benefits, employment taxes and insurance related to the Project Superintendent; 2) the cost associated with the fair rental value of the Project Superintendent's vehicle directly related to the time extension; 3) the direct costs attributable to the extension for the field office facility including telephone line, utilities, power, lights, water, and sewer (toilets). Mark-up on these costs will not be allowed.

**§ 15.1.6 Claims for Additional Time**

**§ 15.1.6.1** If the Contractor wishes to make claim for an increase in the Contract time, as stated in the Contract Documents, written notice, as provided herein, shall be given. The Contractor's claim shall include an estimate of cost and of probable effect of delay on progress of the Work based on contract time as stated in the Contract Documents. In case of a continuing delay, only one claim is necessary. All claims for costs related to claims for additional time shall be pursuant to Section 4.3.5. No adjustment in the Contract Time shall be permitted, however, in connection with a concealed or unknown condition which does not differ materially from those conditions disclosed or which reasonably should have been disclosed by the Contractor's (1) prior inspections, tests, reviews and preconstruction services for the Project, or (2) inspections, tests, reviews, and preconstruction services which the Contractor had the opportunity to make or should have performed in connection with the Project.


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**§ 15.1.6.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

### § 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

### § 15.2 Initial Decision

**§ 15.2.1** Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

**§ 15.2.2** The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

**§ 15.2.3** In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

**§ 15.2.4** If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

**§ 15.2.5** The Initial Decision Maker will render an initial decision approving or rejecting the Claim or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

**§ 15.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.


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**§ 15.2.6.1** Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

**§ 15.2.7** In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

**§ 15.2.8** If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### § 15.3 Mediation

**§ 15.3.1** Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

**§ 15.3.2** The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 15.3.3** Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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

### § 15.4 Arbitration

**§ 15.4.1** If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

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

**§ 15.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.


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

**§ 15.4.4 Consolidation or Joinder**

**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 15.4.4.2** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.


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# *Additions and Deletions Report for*

## *AIA® Document A201® – 2017*

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

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**PAGE 1**

~~*(Name and location or address)*~~

Jail Door Systems Upgrade, Interview Area, Laundry Security Upgrade
7122 W Okanogan Pl., Suite B110
Kennewick, WA 99336

...

**THE ~~OWNER:~~OWNER:**

~~(Name, legal status and address)~~Benton County, Washington
7122 W Okanogan Pl.
Kennewick, WA 99336
509-736-2704

...

DLR Group of Seattle
51 University Street, Suite 600
Seattle, WA 98101

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The Contract Documents are enumerated in the Agreement between the Owner and Contractor ~~(hereinafter the Agreement)~~ (AIA Document A101-2017 as modified therein) and consist of the Agreement, Conditions of the Contract (General, ~~Supplementary~~ Supplementary, if any, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the ~~Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.~~Agreement otherwise, the Contract documents do include bidding requirements (Advertisements or Invitation to Bid, Instruction to Bidders, Supplementary Instructions to Bidders, sample forms, the Contractors bid and portions of addenda relating to bidding requirements).

...

**§ 1.1.4. 1** The entire project shall be considered as one "portion" unless separate areas or phases are designated for separate completion times or separate areas of completion and occupancy. This definition is for use in determining release of retainage.

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**§ 1.2.1.2** In the event of conflicts or discrepancies among the contract documents, interpretations will be based on the following priorities:

1. Modifications, with those of later date having precedence over those of earlier date.
2. The Agreement (AIA Document A101 – 2017 as modified by the parties).
3. Addenda, with those of later date having precedence over those of earlier date.
4. General Conditions of the Contract for Construction (AIA Document A201 – 2017 as modified herein by the parties).
5. Division 1 of the specifications.
6. Drawings and Divisions 2 through 32 of the specifications.
7. Other documents specifically enumerated ion the agreement as part of the Contract Documents.

...

**§ 1.2.4** The "Section Includes" listing at the beginning of the specification section presents a brief indication of the principal Work included in that section but does not limit Work to a specific subject.

**§ 1.2.5** Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Architect for determination.

**§ 1.2.6** In the specifications, some words and phrases have been intentionally omitted, where the specifications are supplemented with notes and drawings providing such information by reference.

**§ 1.2.7** Where the Contract Documents require approval, direction, selection, or other similar actions, and/or where items are to be submitted, reported, or otherwise directed, unless otherwise specified, it shall be presumed that such action be made by and/or such submissions be made to the Architect. Words like "install", "provide", "furnish", and "supply", shall be construed to include complete furnishings and installing or construction. Words like "shown", "noted", and "scheduled" are used to assist the reader in locating particular items, instructions, directions, and requirements, the meanings therein are adopted by reference, and shall be considered to be followed by the phrase "unless otherwise specified or indicated".

**§ 1.2.8** A colon (:) following a material or item shall be used in place of the words, "shall be".

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**§ 1.6.1** Except as otherwise required by law or provided in Section 1.6.2, where the Contract Documents require one party to ~~notify or~~ give notice to the other party, such notice shall be provided in writing to the designated representative of the ~~party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.~~receiving party. Each party is responsible for informing the other party of the name and contact information of their designated representative at or shortly after the kick-off meeting. Notices served in accordance with this Section 1.6 to the last known business, electronic, or facsimile address provided by the receiving party shall be sufficient for service. Each party shall be responsible for informing the other party of any changes to the designation of their representative and/or contact information for the same.

...

**§ 1.6.3** All other written notice shall be deemed to have been duly served if given via: (1) personal delivery, (2) an overnight delivery service of recognized standing, (3) certified or registered mail, return receipt requested; properly addressed, with postage or service charges, if any, prepaid, or (4) by electronic or facsimile transmission, with the original notice to immediately follow by regular mail, if a method for electronic or facsimile transmission is designated by the receiving party. Notice personally delivered shall be deemed served at the time of delivery. Notice via overnight delivery service shall be deemed served one (1) business day after deposit thereof with said delivery service. Notice given by certified or registered mail shall be served given three (3) days after the deposit thereof with

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the United States Postal Service. Notice by electronic or facsimile transmission shall be deemed served effective the beginning of the next working day.

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

**~~§ 1.8 Building Information Models Use and Reliance~~**

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

**§ 1.7.1** Contractor acknowledges that Instruments of Service or any other information or documentation Contractor receives in digital form may contain transmission or translation errors and are issued for convenience only. If Contractor knows of, should know of, or suspects such transmission or translation error has occurred, the Contractor shall inform the sending party immediately to resolve any discrepancy or shall rely only on hard-copy Instruments of Service.

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**§ 2.1.1** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in ~~writing~~ the Agreement a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized ~~representative.~~representative assigned to the Project.

**§ 2.1.2** The ~~Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.~~Owners Representative as designated in the Agreement shall be the Owners principal contact with the Contractor, and all communications from the Contractor to the Owner shall be made to the Owners representative and to the Architect. The Owner shall promptly notify the Contractor in writing of any replacement of the Owner's Representative.

**§ 2.1.3** The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce claims pursuant to bonds.

...

**§ 2.2.2** Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, ~~delay~~ delay, and start-up, plus interest as provided in the Contract Documents.

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**§ 2.3.4** The Owner shall furnish surveys describing physical characteristics, legal ~~limitations~~ limitations, and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

...

**§ 2.3.6** ~~Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.~~The Contractor will be furnished, free of charge, one set of Drawings and Project Manual for use in construction of this Project. Additional sets may be purchased at the cost of reproductions, postage and handling by the Contractor.

...

**§ 3.1.1** The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative. The Contractor is an independent contractor and shall not for any purpose relating to or arising out of this Contract be an agent or employee of Owner.

...

**§ 3.2.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the project site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.
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**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, ~~inconsistencies~~ inconsistencies, or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

...

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, ~~sequences~~ sequences, or procedures may not be safe, the Contractor shall ~~give timely notice~~ provide timely notice, in writing, to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or ~~procedures.~~ procedures in writing. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures. If the Contractor is instructed to proceed with the required means, methods, techniques, sequences, or procedures without acceptance of changes proposed by the Contractor in writing, the Contractor shall be fully and solely responsible for performing, and shall proceed to perform, the Work as safely as possible, but the Contractor shall not be liable for any loss or damage directly resulting from the Owner's refusal to accept the particular changes proposed by the Contractor, as opposed to loss or damage resulting from unsafe performance by the Contractor or other causes.

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...

**§ 3.3.4** The Contractor has the responsibility to ensure all of its employees, Subcontractors, suppliers, and their agents, employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors adhere to the Contract documents, that they order materials on time, taking into account the current market and delivery conditions, and that they provide materials in sufficient time to comply with the Project Schedule. The Contractor shall be coordinate its work with that of all others in the Project including deliveries, storage, installations, and construction utilities. The Contractor shall be responsible for the space requirements, locations, and routing of its equipment. In areas and locations where the proper and most effective space requirements, locations, and routing cannot be made as indicated, the Contractor shall meet with the Architect and all others involved, before installation, to plan the most effective and efficient method of overall installation.

**§ 3.3.5** Without the prior written consent of Owner, Contractor shall not (i) employ any person to perform work hereunder who is a Close Family Member: or (ii) subcontract Work to be performed hereunder to a Close Family Member or to any entity which is controlled by a Close Family Member. For the purposes of this Section, a Close Family Member means any of the following biological, step, half, foster, or by marriage person; parents, grandparents, children, grandchildren, spouses, brothers, sisters, or in-laws of any employee of Owner who is directly or indirectly involved with the administration, supervision, or implementation of this Agreement or the Work to be performed hereunder.

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**§ 3.4.2.1** The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for making agreed upon changes in the Drawings and Specifications and for re-submittals and re-approval by authorities.

**§ 3.4.3.1** Contractor shall use adequate numbers of skilled workmen, thoroughly trained and experienced in the necessary crafts and completely familiar with the specified requirements and methods needed for proper performance of the Work. Owner has the right to require Contractor to remove from its work force assigned to the Work any employee deemed incompetent, careless, or otherwise objectionable, or any personnel whose actions are deemed to be contrary to public interest or inconsistent with the best interest of the Project. Contractor shall promptly furnish qualifications for any employees that in the opinion of Owner are unsatisfactory.

**§ 3.4.4** After the Contract has been executed, the owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the following conditions:

1. Required product cannot be supplied in time for compliance with Contract requirements.
2. Required product is not acceptable to Owner, or determined to be non-compatible, or cannot be properly coordinated, warranted, or insured, or has other recognized liability as certified by Contractor.
3. Substantial advantage is offered to owner after deducting off-setting disadvantages including delays, additional compensation, to Architect for redesign, investigation, evaluation, other necessary services, and/or similar considerations.

**§ 3.4.5** By making requests for substitutions based on Section 3.4.4 above the Contractor:

1. represents that he has personally investigated the proposed substitute product and determined that it is equivalent or superior in al respects to that specified.
2. represents that he has submitted the proposed substitution to owner and has received approval for said substitution.
3. represents he will provide the same warranty for the substitution that he would for that specified.
4. certifies that the cost of data presented is complete and includes all related costs under separate contracts, but excludes the Architects redesign costs, and waives all claims for additional costs related to the substitution which became apparent; and
5. will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

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**§ 3.5.2** ~~All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.~~The warranty shall continue for a period of 1 year from the date of Substantial Completion of the work unless otherwise specified, or as provided in 3.5.11.

**§ 3.5.3** The Contractor shall remedy, at the Contractor's expense, any failure to conform or any defect with the Work set forth in the Contract Documents. In addition, the Contractor shall remedy, at the Contractor's expense, damage to real or personal property when that damage is the result of:

1. The Contractors failure to conform to Contract requirements; or
2. Any defect of equipment, material, or workmanship.

**§ 3.5.4** The Contractor shall restore any work damaged in fulfilling the terms and conditions of this section. The Contractors warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

**§ 3.5.5** The Owner shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

**§ 3.5.6** If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

**§ 3.5.7** With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Contract, the Contractor shall:

1. Obtain warranties that would be given in normal commercial practice.
2. Require all warranties to be executed in writing, for the benefit of the Owner, if directed by the Owner, and
3. Enforce all warranties for the benefit of the Owner, if Directed by the Owner.

**§ 3.5.8** The Contractor is responsible to enforce any subcontractor's, manufacture's, or supplier's warranty should they extend beyond the period specified.

**§ 3.5.9** Unless a defect is caused by the negligence of the Contractor, the Contractor shall not be liable for the repair of any defects of material furnished by the Owner nor for the repair of any damage that results from any defect in Owner-furnished material.

**§ 3.5.10** The owner's rights with respect to latent defects, gross mistakes, or fraud shall not be limited by the warranty provisions of these Contract Documents.

**§ 3.5.11** In the event that the Contractor is required to make repairs during the warranty period, the provisions of Article II, Insurance and Bonds, shall remain in effect at no additional cost to the Owner.

**§ 3.5.12** Contractor hereby assigns to the Owner, effective upon Substantial Completion, all express and implied warranties made or assigned at any time to the Contractor by any Subcontractor, Sub-subcontractor or material supplier relating to any part of the Work or any product incorporated into the Work. Such warranties shall be in addition to and shall not diminish the warranties of the Contractor under Subparagraph 3.5.2 or other provisions of the Contract Documents.

**§ 3.5.13** Contractor represents and warrants to owner that neither Contractor nor any individual entity. Or organization holding any ownership interest or controlling interest in Contractor, including any officer or director, is an individual, entity, or organization with whom any United States law, regulation, or executive order prohibits U.S. companies and individuals from dealing, including without limitation, names appearing on the SDN List. Contractor covenants to Owner that it will not cause Owner to be in violation of any regulation administered by the Office of Foreign Assets Control.

**§ 3.5.14** All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

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**§ 3.7.1** ~~Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.~~The Owner shall obtain and pay for plan check(s) as required by the State of Washington and City of Kennewick and required building permit fees. The Contractor shall pay for mechanical and electrical permits required by the State of Washington or local Authority. The Contractor shall obtain and pay for all licenses and permits and shall pay all fees and charges for connections to materials, parking, utility services, temporary obstructions, enclosures, opening and patching of streets, etc. off the property of the owner arising from the construction and completion of the work.

...

**§ 3.7.3** If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to ~~correction.~~correction or related thereto (including fines and penalties), which costs shall not be considered consequential damages waived by operation of Section 15.1.6 hereof.

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~~.1~~ **1.** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

~~.2~~ **2.** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

~~.3~~ **3.** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

...

**§ 3.9.4** The superintendent shall not be changed except with prior approval of the Architect, unless the superintendent ceases to be in the Contractor's employ. The replacement superintendent shall be subject to the conditions set forth in this Section 3.9.

**§ 3.9.5** The superintendent's normal and customary duties may include labor related activities associated with installing components of the building.

**§ 3.9.6** The superintendent's normal and customary duties shall encompass full-time QUALITY CONTROL, including but not limited to:

1. Proper coordination and sequencing of the various trades, materials, personnel, testing and data during all phases of the project;
2. Process schedule management including critical path analysis.
3. Written confirmation of all important communications shall be kept in the daily construction log.

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. Prepare and submit all required data under the provisions of Section 01 33 00 – Submittals.

§ **3.10.1.1** Contractor shall promptly notify the Owner and the Architect in writing of any proposed changes in the Project Schedule or the Contract Time or of any event which could delay performance of any item of the Work, stating

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the cause of the delay, expected duration of the delay, the anticipated effect of the delay on the Project Schedule and the action being taken to correct the delay. Notification of potential delay does NOT constitute a change in the Contract Time; only a Change Order signed by the Owner can amend the Contract Time.

§ **3.10.1.2** If any Project Schedule submitted sets forth a date for Substantial Completion for the Work or any phase of the Work beyond the Date(s) of Substantial Completion established in the Work Authorization (as the same may be extended as provided in the Contract Documents), the Contractor shall submit to the Architect and the Owner for their review and approval a narrative description of the means and methods which the Contractor proposes to use to expedite the progress of the Work to ensure timely completion of the various phases of the Work and Work as a whole. Regardless of the cause of any delay, the Contractor shall exercise reasonable efforts to bring the Project back into compliance with the Project Schedule.

§ **3.10.1.3** To the extent that the Contractor or any Subcontractor, Sub-subcontractor or material supplier is responsible for the delay, the Contractor shall take all necessary action to bring the Project back into compliance with the Project Schedule, including without limitation increasing the number of personnel on the Project and implementing overtime and double shifts, and in that event, the Contractor shall not be entitled to an adjustment in the Contract Sum, Contract Time or the Project Schedule.

**§ 3.10.2** The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal ~~schedule,~~ schedule or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals. Prepare and submit all required data under the provisions of Section 01 33 00 – Submittals.

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**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably ~~withhold,~~ withhold from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

...

**§ 3.15.3** The Contractor shall comply with cleaning instructions contained in the specifications. In absence of specific cleaning instructions, follow accepted cleaning practices or the recommendation of the manufacturer of the material to be cleaned.

...

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account ~~thereof,~~ thereof but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

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**§ 4.1.2** Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the ~~Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.~~Owner and Architect.

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**§ 4.1.3** If the employment of the Architect is terminated, the Owner shall engage a successor architect whose status under the Contract Documents shall be that of the Architect.

...

**§ 4.2.2.1** The Owner is entitled to receive reimbursement from the Contractor for amounts paid to the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the Work.

**§ 4.2.3** On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge ~~of,~~ of and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.
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**§ 4.2.7** The Architect ~~will~~ shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 4.2.8** The Architect will prepare Change Orders and Construction Change ~~Directives,~~ Directives and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

...

**§ 5.1.1** A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor. The term "Subcontractor" or "Sub-subcontractor" includes every person or entity who has a contract to perform a portion of the Work at the site, of every tier regardless of how remote.
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**§ 5.1.2.1** The term "supplier" includes every supplier of materials or equipment used in the Work, of every tier regardless of how remote.

...

**§ 5.3.1** The Contractor shall first pay out payments received under this Agreement to (and secure the discharge of any liens asserted by) all persons furnishing labor, equipment, materials, or other items in connection with the performance of the Work (including, but not limited to, any Subcontractors, Sub-subcontractors, and suppliers). The Contractor agrees that, provided the Owner has paid the Contractor in accordance with this Agreement, the Owner has the right to a lien-free Project. The Owner may, at its discretion, make joint payments to the Contractor and its creditors. The Owner reserves the right, in the event any claim is made against the Owner arising out of any obligation incurred by the Contractor under this Agreement or in connection with performance of Work, to withhold payments due or to

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become due, to the Contractor, in such amounts as are necessary to cover the claim(s) and any costs or expenses arising in connection with the legal settlement thereof. The Contractor further agrees that if any lien or claim is filed or made against the Project site, the Project, or the Owner, as a result of the Contractor's failure to meet its obligations, the Owner upon fourteen (14) days prior written notice shall have the right to settle said lien or claim directly and deduct the cost of the settlement from payments due the Contractor (and, if the amount still due the Contractor is insufficient to cover such costs, to recover the shortfall from the Contractor directly), provided that the Contractor within such fourteen (14) day period has not settled such lien or claim or provided a bond against such lien or claim in a manner satisfactory to the Owner.

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**§ 6.2.1** The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their ~~activities,~~ activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

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**§ 6.2.3** The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed ~~activities~~ activities, or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the ~~Work~~ Work, or defective construction.

...

**§ 7.1.1** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change ~~Directive~~ Directive, or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

...

**§ 7.2.2** Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule. Such agreement shall not affect settlement of issues related to the Work itself. In the event a Change Order increases the Contract Sum, the Contractor shall include the work covered by such Change Order in Application for Payment as if such work were originally part of the Project and Contract Documents.

**§ 7.2.3** The allowances outlined in 7.3.11 shall also apply to Change Orders.

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**§ 7.3.6** Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect in writing within forty-eight hours of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

...

**§ 7.3.11** In Subparagraph 7.3.4, the allowance for the combined overhead, insurance, bonds, coordination, supervision, and profit included in the total cost to the owner shall be based on the following schedule:

1. For the Contractor, for Work performed by the Contractor's own forces, 10 percent of the cost.
2. For the Contractor, for Work performed by the Contractor's Subcontractor, 5 percent of the amount due the Subcontractor.
3. For each Subcontractor or Sub-subcontractor involved, for work performed by that Subcontractor's or Sub-subcontractor's own forces, 10 percent of the cost.
4. For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, 5 percent of the amount due the Sub-subcontractor.

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5. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.4
6. Overhead shall be considered to include hand tools, field office cost's other than included in subparagraph 7.4.7.5, home office costs, and all other costs not specifically listed in paragraph 7.3.4.
7. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, equipment and subcontracts. Labor, materials and equipment shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over $1,000.00 be approved without such itemization.

~~The~~ After consultation with the owner, the Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

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**§ 8.1.1** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The time stated for final completion shall include final cleanup of the premises and completion of all documentation required by the Contract Documents.

**§ 8.1.1.1** The Contractor shall substantially complete the work as defined by paragraph 9.8.1, no later than **120 days** from the issuance of the Notice to Proceed.

...

**§ 8.1.2** The date of commencement of the Work is the date established in the ~~Agreement.~~Notice to Proceed.

...

**§ 8.1.4.1** When computing any period of time, the day of the event from which the period of time begins to run shall not be counted. The last day is counted unless it falls on a weekend or legal holiday, in which event the period runs until the end of the next day which is not a weekend or holiday. When the period of time allowed is less than seven days, intermediate Saturdays, Sundays, and legal holidays are excluded from the computation.

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**§ 8.2.4** It is the Contractor's option to complete the project earlier than the date specified in the Contract Documents, thus any claim based on delay shall be evaluated based upon the dates specified in the Contract Documents, not an earlier projected completion that the Contractor may propose.

**§ 8.3.1** If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or the neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) ~~by~~ changes ordered in the Work; (3) ~~by~~ labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) ~~by~~ delay authorized by the Owner pending mediation and binding dispute resolution; or (5) ~~by~~ other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

...

**§ 8.3.3** ~~This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.~~The Contractor agrees to make no claim for damages for delay in the performance of this Contract occasioned by any act or omission to act of Owner, its Architect, its agents or employees or any other Contractor, and agrees that any such claim shall be fully compensated for by an extension of time to complete

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performance of the work.

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Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment. The schedule of values shall include a separate and distinct line item for "Project Closeout "activities in the amount of 0.5% of the contract value or $10,000 whichever is greater. This project closeout amount is different than project retainage, and shall cover expenses related to final corrections, cleaning, submittal of closeout documentation, and related work/value. Prepare and submit Schedule of Values under the provisions of Section 01 29 00 - Contract Considerations.

...

**§ 9.3.1** At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and ~~suppliers,~~ suppliers and shall reflect retainage if provided for in the Contract Documents.

**§ 9.3.1.1** As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the ~~Architect, but not yet~~ Architect and included in Change Orders.

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**§ 9.3.1.3** The form of application for payment shall be AIA Form G702 - Application and Certificate for Payment, supported by AIA Form G703 - Application and Certification for Payment Continuation Sheet. Submit one original and 2 copies.

**§ 9.3.1.4** The Contractor shall not withhold from a subcontractor or supplier more than the percentage of retainage held from processed payment certificates for their portion of the work.

**§ 9.3.1.5** Until conditions set forth in Paragraph 9.10 are met, the Owner shall pay ninety-five (95) percent of the amount due the Contractor on account of progress payments.

**§ 9.3.2** Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site. Offsite storage will not be approved at locations more than 10 miles from the project site.

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**.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, ~~materials~~ materials, or equipment;

...

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**§ 9.6.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract ~~Documents,~~ Documents and shall so notify the Architect.

**§ 9.6.1.1** Progress Payments shall fall due on or about the 25th of each month (30 days after receipt of the application for Payment by the Architect.)

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**§ 9.6.5** The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, ~~9.6.3~~ 9.6.3, and 9.6.4.
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**§ 9.6.8** Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, ~~damage~~ damage, or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

...

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. The payment shall be sufficient to increase the total payment to ninety-five (95) percent of the contract sum, less such amounts as the Architect shall determine for incomplete work and unsettled claims. The amount of retainage held for incomplete work and unsettled claims shall be double the value of the items remaining to facilitate completion of work and settlement of claims.
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**§ 9.10.1** Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. The final retainage shall become due and payable to the Contractor in not more than thirty (30) days after issuance of the final Certificate for Payment by the Architect, provided that the conditions of paragraph 9.10.2 are fully satisfied.
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**§ 9.11.1 Liquidated Damages:** The owner will suffer financial loss if the Project is not Substantially Complete on the date set forth in the Contract Documents. The Contractor (and his Surety) shall be liable for and shall pay to the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the Work is substantially completed:

**§ 9.11.2** The work of this Contract shall be commenced on a date to be specified in the Notice to Proceed and shall be completed within the time limits stipulated in the Contract Documents. The Contractor shall reimburse the Owner for any loss suffered through failure to meet the schedule.

**§ 9.11.3** If an extension of Contract time is granted to the Contractor by Change Order, the Contractor shall indemnify and hold harmless the Owner and Architect from any loss to any other Contractor or Subcontractor caused by such extension of time. Liquidated damages will not be assessed for any days for which an extension of time is granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire contract.

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**§ 9.11.4** It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act; and where under the Contract a time extension is allowed pursuant to Paragraph 8.3, Delays and Extensions of Time, the new time limit fixed by such extension shall be of the essence of this Contract.

**§ 9.11.5** Notwithstanding Section 8.1.1.1 above, when the Contract work is substantially complete, the Architect will notify the Contractor in writing of a substantial completion date. If the Work is not substantially complete by the date established in the Contract Documents, the Contractor shall pay the dollar amount, as defined in the provisions of Paragraph 9.11.1, as liquidated damages for each and every calendar day that the Contractor is in default until the Work is substantially complete. Said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficult of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount shall be deducted from the Contract amount and not paid by the Owner.

**§ 9.11.6** For overruns in contract time occurring after substantial completion, damages shall be assessed on the basis of direct architectural, administrative, and related costs assignable to the project until the date of actual completion of all the contract work. The Owner may offset these costs against any payment due the Contractor. The Contractor shall complete the remaining work as promptly as possible. Upon request by the Architect, the Contractor shall furnish a written schedule for completing the Contract.

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**§ 10.2.4.1** When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary, the Contractor shall give the Owner reasonable advance notice.

...

**§ 10.3.2** Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended ~~appropriately~~ appropriately, and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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**§ 11.1.2.1** The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits and as follows:

Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than two million dollars ($2,000,000 ) each occurrence, two million dollars ($2,000,000) general aggregate, and two million dollars ($2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

- **.1** damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- **.2** personal and advertising injury;
- **.3** damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- **.4** bodily injury or property damage arising out of completed operations; and
- **.5** the Contractor's indemnity obligations under Section 3.18.

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

**§ 11.1.2.3** The owner, owner's employees, architect, and their consultants shall be named as an Additional Insured on the insurance required in 11.1.2.1.2 and 11.1.2.2 above, with a 30 days' notice to cancel any coverage, and the insurance shall contain the severability of interest clause as follows: "The insurance afforded herein applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's 'liability'."

**§ 11.1.2.4** All coverage shall be placed with an insurance company duly admitted in the State of Washington and shall be reasonable acceptable to Owner.

**§ 11.1.2.5** Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness. For insurance written on a Commercial General Liability policy form, an ACORD form 25S will be acceptable. All insurance Certificates of Liability Insurance must name Owner's Project Number, Project Title and Project Address.

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**§ 11.1.4 ~~Notice of Cancellation or Expiration of Contractor's Required Insurance.~~** ~~Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.~~Insurance During Warranty Period **-** In the event the Contractor is required to make corrections on the premises in accordance with the warranty provisions of this Contract, the above insurance requirements shall remain applicable at no additional cost to the Owner.

**§ 11.1.5 Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

...

**§ 11.2.2 ~~Failure to Purchase Required Property Insurance.~~** ~~If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does~~

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~~not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.~~The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The Property insurance shall be maintained until Substantial Completion. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

**§ 11.2.2.1 Causes of Loss** The insurance requirement by this Section 11.2.2 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss of resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials.

**§ 11.2.2.2 Specific Required Coverages** The insurance required by this Section 11.2.2 shall provide coverage for loss or damage to falsework and other temporary structures, and to build systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses.

**§ 11.2.2.3** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 11.2.2 or, if necessary, replace the insurance policy required under Section 11.2.2 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 1 of the General Conditions.

**§ 11.2.2.4 Deductibles and Self-Insured Retentions**. If the insurance required by this Section 11.2.2 is subject to deductibles or self-insured retentions, the Contractor shall be responsible for all loss not covered because of such deductibles or retentions of $5,000.00.

**§ 11.2.3 ~~Notice of Cancellation or Expiration of Owner's Required Property Insurance.~~** ~~Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by~~ **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall ~~provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon~~ inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, ~~shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3)~~ the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent ~~any~~ the loss to the Owner would have been covered by the insurance ~~had it not expired or been cancelled. If the Contractor purchases replacement coverage, the~~ to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by ~~an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.~~a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

**§ 11.2.4 Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time

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and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

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**§ 11.3.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages to the work caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

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**§ 11.4 Performance Bond and Payment Bond**

**§ 11.4.1** The Contractor shall furnish Owner with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Owner, in an amount equal to 100% of the Contract sum as security for the performance by the Contractor of this Contract and payment of all the persons performing labor and supplying materials pursuant to this Contract.

**§ 11.4.2** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

**§ 11.4.3** The Bond shall include maintenance provisions covering workmanship and materials for a period of one year or for longer periods where so specified, from and after the Date of Substantial Completion. The Contractor shall include the cost of the Bond as part of the Contract Price.

**§ 11.4.4** The Contractor shall promptly furnish additional security required to protect the Owner and persons supplying labor or materials under this Contract if:

.1 Any surety upon any bond furnished with this Contract becomes unacceptable to the Owner;

.2 Any surety fails to furnish reports on its financial condition if requested by the Owner.

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If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be ~~effected~~ affected whether or not final payment has been made.

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**§ 13.1.1** Contractor shall comply with applicable provisions of Revised Codes of Washington (RCW) and the Washington Administrative Code (WAC), including but not limited to the following (this listing is not intended to limit applicable RCWs and WACs but to emphasize the following):

.1 Prevailing Wage Rates, RCW 39.12 and Certified Payroll Records WAC 296-127-320

.2 Nondiscrimination, RCW 49.60

.3 Hours of Labor, RCW 49.28

.4 Contractor's Bond, RCW 39.08

.5 Contractor's Regulations, RCW 18.27

.6 Handicapped Provisions, RCW 70.92

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**§ 14.2.1** The Owner may terminate the ~~Contract~~ Contract, in whole or in part, if the Contractor
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**.3** fails to cure a violation of, or repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; ~~or~~

**.4** otherwise is guilty of substantial breach of a provision of the Contract ~~Documents.~~Documents; or

**.5** becomes insolvent or is declared bankrupt or commits any acts of bankruptcy or insolvency or makes an assignment for the benefit of creditors without the previous written consent of the Owner, except to a financial institutional authorized to do business in the State of Washington; then, the Owner may, after serving seven (7) days' notice to the Contractor and surety, either:

.1 Transfer the performance of work from the Contractor to the surety or;

.2 Terminate the Contract and, at the Owner's option, provide such labor or materials as required to complete the work or delete the remaining work. Any extra costs or damages to the owner shall be deducted from any money due or coming due to the Contractor under the Contract.

...

**§ 14.2.4** ~~If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs~~ The Contractor and the surety shall bear any extra expenses incurred by the Owner in completing the work, including all increased costs for completing the work, and all damages sustained, or which may be sustained, by the Owner by reason of such refusal, neglect, failure, or discontinuance of work by the contractor. After all the Work contemplated under the Contract has been completed, the Owner will calculate the total expenses and damages for the completed work. If the total expenses and damages are less than any unpaid balance to the Contractor, the excess will be paid by the Owner to the Contractor. If the total expenses and damages exceed the unpaid balance, the Contractor ~~shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.~~and the surety shall be jointly and severally liable to the Owner and pay the difference to the Owner on demand.

**§ 14.2.5** Upon receipt of a notice that the work is being transferred to the surety, the surety shall enter upon the premises and take possession of all materials, tools, and appliances for the purpose of completing the work included under the Contract and employ by Contract or otherwise any person or persons satisfactory to the Owner to finish the work and provide the materials without termination of the Contract. Such employment shall not relieve the surety of its obligations under the Contract and the bond. If there is a transfer to the surety, payments on estimates covering work subsequent to the transfer shall be made to the extent permitted under law to the surety or its agents without any right of the Contractor to make any claim.

**§ 14.2.6** The Contractor and its surety shall be liable for any damage to the Owner resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Owner in the work.

**§ 14.2.7** If the termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been pursuant to Sections 14.3, Suspension by the Owner for Convenience and 14.4 Termination by the Owner for Convenience.

**§ 14.2.8** The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this Contract.
**PAGE 45**

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law,

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but in ~~any case~~ no event not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

...

If the Contractor asserts there is cause for a claim, the Contractor shall:

1. Immediately give a signed written notice of claim to the Architect and the Owner before doing the Work;
2. Supplement the written claim notice within 7-calendar days with a written statement and supporting documents providing the following:
   a. The date and nature of the claim;
   b. A full discussion of the circumstances which caused the claim, including names of persons involved, time, duration and nature of the Work involved, and a review of the Plans and Contract Provisions referenced to support the claim;
   c. The estimated dollar cost, if any, of the Work related to the claim and a detailed breakdown showing how that estimate was determined; and
   d. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption; and
   e. If the claim is continuing, the information required above shall be supplemented upon request by the Architect until the claim is resolved.

Once such Claim is identified, the claimant shall cooperate with the Architect and the other party against whom the Claim is made in an effort to mitigate the alleged or potential damages, delay or other adverse consequences arising out of the condition which is the cause of such a Claim. The claim resolution procedure defined in Section 15.2 shall be followed upon receipt of Contractor's claim.

Throughout any Work related to a claim, the Contractor shall keep complete records of extra costs and time incurred. The Contractor shall permit the Architect and Owner access to these and any other records related to the Work as determined by the Architect and Owner. The records for disputed work shall be in accordance with section 7.3.7.

By failing to follow the procedures of this Section, the Contractor completely waives any right for compensation or extended duration claims for protested Work. An additional Claim made after the initial Claim has been implemented by Change Order will not be allowed.

~~**§ 15.1.3.1** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.~~

~~**§ 15.1.3.2** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.~~

**PAGE 46**

**§ 15.1.5.1** No adjustment in the Contract Sum shall be permitted, however, in connection with a concealed or unknown condition which does not differ materially from those conditions disclosed or which reasonably should have been disclosed by the Contractor's (1) prior inspections, tests, reviews and preconstruction services for the Project, or (2) inspections, tests, reviews, and preconstruction services which the Contractor had the opportunity to make or should have performed in connection with the Project. No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition which does not differ materially from those conditions disclosed or which reasonably should have been disclosed by the Contractor's (1) prior inspections, tests, reviews and preconstruction services for the Project, or (2) inspections, tests, reviews, and preconstruction services which the Contractor had the opportunity to make or should have performed in connection with the Project.

**§ 15.1.5.2** The parties agree that an integral part of this Contract is the ability to resolve claims and disputes in a timely manner. To achieve this timely resolution, the parties agree to establish a set cost allowance for delays and time extensions. There will be no additional allowance for equitable adjustment for any general conditions, costs or mobilization, demobilization, layout, temporary facilities, equipment, home office, or field overhead costs (extended

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overhead) or other costs of supervision herein relating to change orders, time extensions, or delays, other than as set forth in this paragraph. The Owner will pay only for the following verifiable costs associated with the time extension or delay: 1) the actual labor costs, fringe benefits, employment taxes and insurance related to the Project Superintendent; 2) the cost associated with the fair rental value of the Project Superintendent's vehicle directly related to the time extension; 3) the direct costs attributable to the extension for the field office facility including telephone line, utilities, power, lights, water, and sewer (toilets). Mark-up on these costs will not be allowed.

**§ 15.1.6.1** If the Contractor wishes to make ~~a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim~~ claim for an increase in the Contract time, as stated in the Contract Documents, written notice, as provided herein, shall be given. The Contractor's claim shall include an estimate of cost and of probable effect of delay on progress of the ~~Work. In the~~ Work based on contract time as stated in the Contract Documents. In case of a continuing delay, only one ~~Claim is necessary.~~claim is necessary. All claims for costs related to claims for additional time shall be pursuant to Section 4.3.5. No adjustment in the Contract Time shall be permitted, however, in connection with a concealed or unknown condition which does not differ materially from those conditions disclosed or which reasonably should have been disclosed by the Contractor's (1) prior inspections, tests, reviews and preconstruction services for the Project, or (2) inspections, tests, reviews, and preconstruction services which the Contractor had the opportunity to make or should have performed in connection with the Project.

**PAGE 47**

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver ~~includes~~includes:

...

**§ 15.2.5** The Initial Decision Maker will render an initial decision approving or rejecting the ~~Claim,~~ Claim or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

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# *Certification of Document's Authenticity*

*AIA® Document D401™ – 2003*

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:42:30 ET on 01/18/2024 under Order No. 3104240175 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

*(Signed)*

_____

*(Title)*

_____

*(Dated)*

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# DOCUMENT 002600 - PROCUREMENT SUBSTITUTION PROCEDURES

## 1.1 DEFINITIONS

A. Procurement Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Procurement and Contracting Documents, submitted prior to receipt of bids.

B. Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Contract Documents, submitted following Contract award. See Section 012500 "Substitution Procedures" for conditions under which Substitution requests will be considered following Contract award.

## 1.2 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

## 1.3 PROCUREMENT SUBSTITUTIONS

A. Procurement Substitutions, General: By submitting a bid, the Bidder represents that its bid is based on materials and equipment described in the Procurement and Contracting Documents, including Addenda. Bidders are encouraged to request approval of qualifying substitute materials and equipment when the Specifications Sections list materials and equipment by product or manufacturer name.

B. Procurement Substitution Requests will be received and considered by Owner when the following conditions are satisfied, as determined by Architect; otherwise, requests will be returned without action:

1. Extensive revisions to the Contract Documents are not required.
2. Proposed changes are in keeping with the general intent of the Contract Documents, including the level of quality of the Work represented by the requirements therein.
3. The request is fully documented and properly submitted.

## 1.4 SUBMITTALS

A. Procurement Substitution Request: Submit to Architect. Procurement Substitution Request must be made in writing in compliance with the following requirements:

1. Requests for substitution of materials and equipment will be considered if received no later than 9 days prior to date of bid opening.

2. Submittal Format: Submit Procurement Substitution Request, using format provided on Project Web site.

    a. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specifications Sections and drawing numbers.
    b. Provide complete documentation on both the product specified and the proposed substitute, including the following information as appropriate:

        1) Point-by-point comparison of specified and proposed substitute product data, fabrication drawings, and installation procedures.
        2) Copies of current, independent third-party test data of salient product or system characteristics.
        3) Samples where applicable or when requested by Architect.
        4) Detailed comparison of significant qualities of the proposed substitute with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
        5) Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
        6) Research reports, where applicable, evidencing compliance with building code in effect for Project, from ICC-ES.
        7) Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, which will become necessary to accommodate the proposed substitute.

    c. Provide certification by manufacturer that the substitute proposed is equal to or superior to that required by the Procurement and Contracting Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated.
    d. Bidder, in submitting the Procurement Substitution Request, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the Procurement Substitution Request.

B. Architect's Action:

1. Architect may request additional information or documentation necessary for evaluation of the Procurement Substitution Request. Architect will notify all bidders of acceptance of the proposed substitute by means of an Addendum to the Procurement and Contracting Documents.

C. Architect's approval of a substitute during bidding does not relieve Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents.

END OF DOCUMENT 002600

# SUBSTITUTION REQUEST

**PROJECT: Benton County Jail Door Systems, Interview & Laundry Upgrades, Kennewick, Washington**

**SPECIFIED ITEM:**

| SECTION | PAGE | PARAGRAPH | DESCRIPTION |
|---|---|---|---|

**PROPOSED SUBSTITUTION:** _____

Attached data includes product description, specifications, drawings, photographs, performance, and test data adequate for evaluation of request including identification of applicable portions.

Attached data also includes description of changes to Contract Documents that proposed substation requires for proper installation.

**Undersigned certifies following items, unless modified by attachments, are correct:**

1. Proposed substitution does not affect dimensions shown on drawings.
2. Undersigned pays for changes to building design, including engineering design, detailing, and construction costs caused by proposed substitution
3. Proposed substitution has no adverse effect on other trades, construction schedule, or specified warranty requirements.
4. Maintenance and service parts available locally or readily obtainable to proposed substitution.

**Undersigned further certifies function, appearance, and quality of proposed substitution are equivalent or superior to specified item.**

**Undersigned agrees, if this page is reproduced, terms and conditions for substitutions found in Bidding Documents apply to this proposed substitution.**

Submitted By:

_____
Name (Printed or Typed)

_____
Signature

_____
Firm Name

_____
Address

_____
City, State, ZIP

_____
Date

_____ _____
Telephone Email

_____
General Contractor (if after award of contract)

For use by A/E

☐ Approved ☐ Approved as noted

☐ Not Approved ☐ Received too late

_____
By

_____
Date

_____
Remarks

_____
Owner Signature (if after award of Contract)

_____
Date

# DOCUMENT 003143 - PERMIT APPLICATION

## 1.1 PERMIT APPLICATION INFORMATION

A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of the Bidders' own investigations. This Document and its attachments are not part of the Contract Documents.

B. Permit Application: The building permit for Project has been applied for by Architect.

C.

D. END OF DOCUMENT 003143

# DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

## 1.1 BID INFORMATION

A. Bidder: _____.

B. Project Name: Door Systems Upgrade, Interview Area, Laundry Security Upgrade

C. Project Location: 7122 W. Okanogan Pl., Suite B110, Kennewick, Washington.

D. Owner: Benton County

E. Owner Project Number: CB23-21

F. Architect: DLR Group of Seattle, Erica Loynd, (206) 461-6059

G. Architect Project Number: 73-24103-00

## 1.2 CERTIFICATIONS AND BIDS

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by DLR Group of Seattle consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

B. Door Systems Upgrade, Interview Area, Laundry Security Upgrade

C.

1. _____ Dollars ($_____).
2. The above amount EXCLUDES WSST.

## 1.3 BID GUARANTEE

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Bid amount above:

1. _____ Dollars ($_____).

B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cashier's check, certified check, U.S. money order, or bid bond.

1.4 TIME OF COMPLETION

A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work within 120 calendar days.

1.5 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated _____.
2. Addendum No. 2, dated _____.
3. Addendum No. 3, dated _____.
4. Addendum No. 4, dated _____.

1.6 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in City of Kennewick, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.7 ASSURANCE OF NON DISCRIMINATION

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

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

1.8 NON COLLUSION DECLARATION

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

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

C. 1.10CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

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

E. 1.11 REQUIRED PUBLIC WORKS TRAINING

F.

A. The undersigned hereby certifies, per RCW 39.04.350 and RCW 39.06.020, the bidder has had L & I training or are they exempt from said public works training.

1.9 1.12 SUBMISSION OF BID

A. A. Respectfully submitted this ____ day of _____, 2024.

B. Submitted By:_____(Name of bidding firm or corporation).

C. Authorized Signature:_____(Handwritten signature).

D. Signed By:_____(Type or print name).

E. Title:_____(Owner/Partner/President/Vice President).

F. Street Address:_____.

G. City, State, Zip:_____.

H. Phone:_____.

I. Email:_____.

J. License No.:_____.

K. UBI No.:_____.

L. Washington State Employment Security No.:_____.

M. Federal ID No.:_____(Affix Corporate Seal Here).

END OF DOCUMENT 004113

# DOCUMENT 004313 - BID SECURITY FORMS

## 1.1 BID FORM SUPPLEMENT

A. A completed bid bond form is required to be attached to the Bid Form.

## 1.2 BID BOND FORM

A. Benton County Bid Bond form is the recommended form for a bid bond. A bid bond acceptable to Owner, or other bid security as described in the Instructions to Bidders, is required to be attached to the Bid Form as a supplement.

END OF DOCUMENT 004313

# 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 **Jail Door Systems Upgrade, Interview Area, and Laundry Security Upgrade,** 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:

# 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 **Jail Door Systems Upgrade, Interview Area, and Laundry Security Upgrade,** in Benton County, Washington (Contract), and said Principal is required, under the terms of that Contract, to furnish a payment bond in accord with Chapter 39.08 Revised Code of Washington (RCW) and (where applicable) Chapter 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:

# DOCUMENT 004393 - BID SUBMITTAL CHECKLIST

## 1.1 BID INFORMATION

A. Bidder: _____.

B. Project Name: Door Systems Upgrade, Interview Area, Laundry Security Upgrade

C. Project Location: 7122 West Okanogan Pl., Suite B110, Kennewick, WA

D. Owner: Benton County

E. Owner Project Number: CB23-21

F. Architect: DLR Group of Seattle, Erica Loynd, (206) 461-6059

G. Architect Project Number: 73-24103-00

## 1.2 BIDDER'S CHECKLIST

A. To assist the Bidder in properly completing all documentation required, the following checklist is provided for the Bidder's convenience. The Bidder is solely responsible for verifying compliance with bid submittal requirements.

B. Attach this completed checklist to the outside of the Submittal envelope.

1. Used the Bid Form provided in the Project Manual.
2. Prepared the Bid Form as required by the Instructions to Bidders.
3. Indicated on the Bid Form the Addenda received.
4. Attached to the Bid Form: Bid Bond OR a certified check for the amount required.
5. Bid envelope shows name and address of the Bidder.
6. Bid envelope shows name of Project being bid.

END OF DOCUMENT 004393

# DOCUMENT 009113 - ADDENDA

## 1.1 PROJECT INFORMATION

A. Project Name: Door Systems Upgrade, Interview Area, Laundry Security Upgrade

B. Owner: Benton County

C. Owner Project Number: CB23-21

D. Architect: DLR Group of Seattle, Erica Loynd, (206) 461-6059

E. Architect Project Number: 73-24103-00

F. Date of Addendum: .

## 1.2 NOTICE TO BIDDERS

A. This Addendum is posted to the QuestCDN website for use and review pursuant to the Instructions to Bidders. This Addendum serves to clarify, revise, and supersede information in the Project Manual, Drawings, and previously issued Addenda. Portions of the Addendum affecting the Contract Documents will be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement.

B. The Bidder shall acknowledge receipt of this Addendum in the appropriate space on the Bid Form.

C. The date for receipt of bids is February 28, 2024, at same time and location.

1. Bid Date: February 28, 2024 at 1:00 p.m., local time.

## 1.3 ATTACHMENTS

A. This Addendum includes no attachments.

B. This Addendum includes the following attached Documents and Specification Sections:

1. Document, dated, .
2. Section, dated, .

C. This Addendum includes the following attached Sheets:

1. General Sheet, dated, .
2. Architectural Sheet, dated, .
3. Plumbing Sheet, dated, .
4. Mechanical Sheet, dated, .

5. Electrical Sheet, dated, .

D. This Addendum includes the attached Addendum Drawings:

1.4 REVISIONS TO PREVIOUS ADDENDA

A. Addendum No. 1, Item: Document, .

1. Paragraph: .

B. Addendum No. 1, Item: Specification Section, .

1. Paragraph: .

1.5 REVISIONS TO DIVISION 00 PROCUREMENT REQUIREMENTS AND CONTRACTING REQUIREMENTS

A. Document, (not reissued).

1. Paragraph: .

1.6 REVISIONS TO DIVISION 01 GENERAL REQUIREMENTS

A. Specification Section, (not reissued).

1. Paragraph:

1.7 REVISIONS TO DIVISIONS 02 - 49 SPECIFICATION SECTIONS

A. Specification Section, (not reissued).

1. Paragraph: .

1.8 REVISIONS TO DRAWING SHEETS

A. Sheet - (not reissued).

1. Drawing: .

END OF DOCUMENT 009113

## SECURITY BACKGROUND CHECK

The CONTRACTOR, its employees, subcontractors, and their employees who will be working onsite will be required to complete in full the Security Background Check, which can be found at https://bentoncountywa.jotform.com/211997385382974. Successful completion of the background check, as determined by the COUNTY, is required prior to the first day of work or entry into the jail. The COUNTY reserves the right to interview CONTRACTOR employees, or subcontractor employees as part of the security background process. The CONTRACTOR agrees to remove any of its employees, or subcontractor employees, prior to performance hereunder if in the sole discretion of the COUNTY said employees fail the Security Background Check. In addition, CONTRACTOR agrees to provide the COUNTY notice if during the performance of work hereunder any of its' employees, or subcontractors' employees, are charged with or convicted of any crime. Finally, if the CONTRACTOR, its employees, subcontractors, or their employees are working in the jail area and discover that a friend or family member is in the jail's custody they must immediately notify jail staff.

If fingerprints are required, CONTRACTOR, its employees, subcontractors, and their employees who will be working onsite must present themselves, their government issued identification and a check, exact cash, or money order for $34.25 for livescan, or $71.25 if required to ink roll the fingerprint, to the records staff at the Benton County Corrections Department. Fingerprints will be taken and submitted to Washington State Patrol for verification. A complete fingerprint based criminal history check and local criminal history will be completed by the Records Sergeant. Information regarding any felony or misdemeanor conviction history will be presented to the Chief of Corrections for a determination if the individual will be allowed UNESCORTED access to the facility. Any felony convictions for a Contractor's employee will be presented to the Washington State Patrol WSP ACCESS section to determine if they will allow unescorted access to locations which have access to the network housing the ACCESS program; which is anything connecting to the COUNTY network and the majority of computers within the facilities.

It will be solely determined by the COUNTY if the CONTRACTOR, its employees, subcontractors, and their employees will be required to complete the CJIS online training. This is a web-based training accessible from any computer.

# Tool and Culinary Equipment Control

## 205.1 PURPOSE AND SCOPE

The purpose of this policy is to establish a tightly controlled process for the use of tools and culinary equipment in order to reduce the risk of such items becoming weapons for the inmate population. While there are times that specific inmate workers may need to possess tools or equipment for legitimate daily operations, the possession and use of those tools must be carefully monitored and controlled by staff.

## 205.2 POLICY

It is the policy of this facility to securely store, inventory, control and monitor the use of tools and culinary equipment to ensure accountability and the secure use of these items.

### 205.2.1 CLASSIFICATION OF TOOLS

All tools should be categorized as either hazardous or non-hazardous. Hazardous tools are tools that can be used by inmates to aid in escape, cause damage to the facility of cause death or serious injury to staff, themselves or other inmates. Examples of these tools include:

- Ladders over 6' in height
- Jacks
- Saw blades (circular, jig, hack and reciprocating)
- Wrenches and Pliers
- Screw drivers, awls and picks
- Knives, box cutters and scissors
- Metal cutting (abrasive wheels, flame torches, bolt cutters, etc.)
- Wire cutters and tin snips
- Hammers, axes and chisels
- Drill bits and files
- Extension cords
- Portable power tools

Non-Hazardous tools normally do not pose a threat to the security of the facility but do require accountability and control. If in doubt that a tool is non-hazardous, it will then become categorized as hazardous.

### 205.2.2 CUSTODY AND EXTERIOR-USE TOOLS

Tools include all implements that are maintained within the secure perimeter of the facility to complete specific tasks. These tools include, but are not limited to, mops, brooms, dustpans and floor polishers. A ll custody tools shall be locked in secure cabinets or storage rooms when

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not in use. Tools should be inspected regularly for damage or wear and repaired or replaced as necessary. Any time tools are brought into a secure area where inmates are present, staff supervising the area shall count the number and type of tools brought in to ensure that the same number and type of tools are taken out. Any tool that is used within the secure perimeter of the facility must be closely monitored and controlled by the staff supervising the area so that it cannot be used as a weapon. Inmates who are assigned tasks that require these tools shall be closely supervised. An inventory of all tools used and stored within the secure perimeter of the facility shall be developed and maintained by the Administrative Lieutenant or designee and provided to the Chief. The tool inventory will be kept up to date and provided to the Administrative Lieutenant.

Exterior-use tools are those used by inmate work crews outside of the secure perimeter. Those tools include, but are not limited to the following:

- Handheld tools
- Power tools
- Landscape maintenance tools

Only inmate workers who are classified to work outside the secure perimeter of the facility will be allowed to posses exterior-use tools. The corrections officer responsible for supervising inmate workers on outside work crews will inventory all tools assigned for this purpose at the beginning and end of each shift. Any tool issued to an inmate worker will be logged with the tool type and serial number documented. When an inmate worker is finished with that tool, the responsible staff member shall check the tool against the check-out log and document its return. Inmate workers shall not be permitted to pass tools between each other except under the direct supervision of a corrections officer. All tools will be checked-in and noted on the log and returned to the tool storage area at the end of each shift. Inmate workers will not be released from the work assignment until all tools are accounted for. In the event an exterior-use tool is missing, the corrections officer shall immediately notify a supervisor. A thorough search for the tool will be undertaken and an incident report shall be completed. Inmates may only be released from their work assignments when it has been determined that it is safe to do so, and upon approval of the supervisor. The incident report with all relevant information shall be forwarded to the Administrative Lieutenant via the chain of command.

### 205.2.3 MAINTENANCE OR CONSTRUCTION TOOLS

Maintenance or construction tools are those tools and equipment that are brought into and out of the secure perimeter of the facility by facilities staff or contractors to facilitate repairs or construction within the secured area of the jail. Only the tools and equipment needed specifically for the intended work will be permitted into the facility. All tools and equipment will be inventoried and a list of the tools will be provided to a staff member at the controlled entry point prior to any tools or equipment being brought inside the secured area of the jail.

A staff member will check the tools being brought into this facility against the inventory list. Prior to entering the secure perimeter of the facility, the contractor shall be instructed to maintain personal

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possession of the tools at all times. When it is necessary to complete a task in an area where inmates are present, the inmates shall be locked down by staff supervising the area.

When the person has finished working in the area, a staff member will ensure that all tools are accounted for by checking the tool inventory. In the event of a discrepancy, the on-duty supervisor shall be immediately notified and appropriate action taken to locate or account for the items. Once all tools have been accounted for, the inmates may be released from lockdown.

### Personal Tools

Only County issued tools that are listed in the jail tool inventory or have been checked in pursuant to this policy are permitted within the secured area of the jail. Facility staff shall not bring non-jail and/or personal owned items into the jail such as tools, pocket knives, multi tools, keys or other items.

### Quantity of Tools

Facilities staff should not take more tools than are necessary to complete the days's task into the jail. Facilities Staff shall make this determination by reviewing the work orders they intend to accomplish for the day and select tools accordingly.

### Identification of Tools

Tools for storage and use in the jail shall be specifically marked by stamping, etching, engraving, color coding or other labeling as to make the tool immediately identifiable. Tools marked for jail use shall not be used for any other purpose. Any tool not specifically marked will be considered an Outside Tool and shall be subject to the “Outside Tools” section of this policy.

### Storage of Tools

All tools shall be stored in a safe and secure manner whenever they are not in use. Where possible tools should be stored outside of the secured area of the jail and be placed on shadow boards or in tool chests or cabinets that have cutouts or other markings indicating where the tool is to be placed.

Tools stored in the secure portion of the jail shall be behind a locked door. The tool storage shall be neatly organized and labeled or marked so that inventory can be verified by quick visual inspection. The use of shadow boards and cut outs is highly encouraged when it is practical to do so. Tools in a lockable storage chest or a lockable cabinet shall be placed in a location identified for the tool in the cabinet and clearly marked. No more than one tool will be stored in each marked location for that specific tool. Do not mix tools not designated for jail use in with the jail tool inventory.

### Tool Inventory

An inventory list of all tools designated for jail use shall be maintained. The list shall be detailed and include the type of tool, brand of tool, size of tool and tool category (hazardous or non-hazardous). Tool sets shall be considered one tool but a detailed list of all components in the set will be included with the inventory.

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All tools for use in the jail will be listed on an inventory sheet that is attached to the tool storage and/or mobile tool chests. Inventory of tools will be checked regularly as follows:

(a) Facility staff will check out tools needed for the days tasks by completing a tool check out form.

(b) Facility staff will verify all tools used on a task are accounted for when the task is complete.

(c) Facility staff will return tools to the storage area when all tasks that day have been completed.

(d) Facility staff will verify all checked out tools are returned to inventory at the end of each work shift. The Facility staff will then sign the tool check out form.

(e) Facility Supervisor or designee will audit inventory at least once each week, comparing the tools in inventory and the daily checkout sheets. Facility Supervisor will sign the tool inventory form indicating the time the inventory was checked.

(f) Facility Manager will randomly audit tool inventories at least monthly checking supervisor or designee's verifications, the tool inventory and the daily checkout sheets. Facility Manager will sign the tool inventory form for that day indicating the date and time the inventory was checked and will provide a copy of the inventory verification to one of the jails operations lieutenants.

An annual inventory of all tools currently in use in the jail will be conducted each year in the month of January by the Facility Manager. A copy of the current tool inventory will be provided to the Jail Commander.

**Tool Management During Work Activity**

While working in the jail, Facility staff shall transport all tools in a lockable tool chest or bag. Tools not in immediate use shall be stored in the tool chest or bag. If the Facility staff does not have direct line of sight to the tool chest or bag it shall be locked.

Tools shall not be left unattended for any reason. If Facility staff needs to leave a work location temporarily they will place all tools back into the tool chest or bag, verify the inventory is complete and remove the tool chest or bag to either the dedicated storage area or a safe area outside of the jail.

Tools that are being used for any job within the secured facility will be inventoried by the facility worker and a Corrections Officer at the beginning of each job and at the completion of the job for total tool accountability

When necessary to complete a task in an area where inmates are present the inmates shall be locked down by corrections staff..

**Outside Tools**

Tools that are owned by the County, have not been specifically marked for jail use and are not stored inside the tool storage area inside the jail are considered to be outside tools. Outside tools may be brought into the jail for use on specific projects or activities by following the process below:

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(a) Facility staff will prepare a written inventory of all tools being brought into the jail using the outside tool inventory form.

(b) Facility staff will place small tools in a cart or bag. Larger tools that do not easily fit in a cart or bag may be individually carried.

(c) Facility staff will provide an opportunity for the tool chest or bag and large tools to be inspected by a corrections officer and compared to the outside tool inventory form at the master control booth on entering the jail. Facility staff will request that the inspecting officer sign the form indicating agreement with the inventory.

(d) Facility staff will review the inventory at the completion of each task and ensure that all tools are accounted for before moving to the next task.

(e) On exiting the jail, Facility staff will provide an opportunity for the tool chest or bag and large tools to be inspected by a jail supervisor or designee. Facility staff will request that the inspecting officer sign the form indicating agreement with the inventory. If a corrections officer is unable to sign the form, the Facility staff should seek out their supervisor or another employee to review the inventory and sign the form confirming all tools have been removed from the jail.

**Contractors' Tools**

From time to time it is necessary for outside contractors to assist the Facility department with work inside the jail. To ensure the safety of the facility, contractors will be required to comply with the Outside Tool section of this policy.

**Lost or Missing Tools**

The loss of any tool will be immediately reported to the on-duty supervisor, who shall initiate immediate action to locate or account for the missing tool, including but not limited to:

- Detaining and searching any inmate who had access to the tool.
- Conducting a thorough search of the immediate area for the missing item.
- Initiating a facility wide search

The person in charge of each group of tools is responsible for enforcing tool control practices, auditing tool inventories, and reporting tool loss.

Tools lost or suspected to be lost in the jail will be immediately reported to the Benton County Corrections staff (shift supervisor and Master Control). Report the type of tool lost, the last place the tool was known to be, and the time that it was identified as missing. All staff will follow all directions from Benton County Corrections command staff in the search and recovery of lost tools in the jail. Detailed written documentation will be completed by everyone involved. Reports will be forwarded to the Jail Commander with copies to the person in charge of the specific group of tools. In addition, staff members involved in the search will submit a report to the on-duty supervisor documenting their findings.

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### 205.2.4 KITCHEN EQUIPMENT

Culinary tools are located in the kitchen and include common tools used in the preparation, service and delivery of meals.

All kitchen knives or metal tools with sharp edges shall be stored in a locked cabinet. There shall be an outline of the tool's assigned location in the cabinet so that any tool missing from the cabinet can be easily identified. When in use, all knives shall be tethered to the work area. All tools shall be returned to the secure cabinet when not in use.

The Contract Kitchen Manager or authorized staff assigned to the kitchen shall inventory all kitchen tools at the beginning of their shift and prior to the arrival of inmate workers. Kitchen tools will only be issued to inmates who have been classified as inmate workers. Staff will supervise inmates at all times when the inmates are using tools.

Each tool issued will be assigned to an individual inmate and logged. The inmate's name and the tool type will be documented. When an inmate worker is finished with a tool, the tool shall be checked in with the kitchen staff and documented. Inmate workers shall not be permitted to pass tools between each other except under the direct supervision of kitchen staff.

All tools will be returned to the kitchen tool cabinet at the end of each shift and all tools must be accounted for prior to any inmate worker being released from the work assignment.

In the event that a kitchen tool is missing, the kitchen staff shall immediately notify the on-duty supervisor, who shall initiate immediate action to locate or account for the missing tool. A thorough search for the tool will be undertaken and an incident report shall be completed by the kitchen staff responsible for the supervision of the use of the tool. The incident report with all relevant information shall be forwarded to the Administrative Lieutenant.

Yeast must be managed and dispensed only by Food Service employees. Once issued, yeast must be under close supervision until it is thoroughly incorporated into the item being prepared. Other items such as mace, cayenne, nutmeg, cloves and alcohol-based flavorings also require special handling and storage. Yeast will be stored in a locked metal cabinet to prevent inmate access.

## 205.3 TOOL MAINTENANCE

Tools should be inspected regularly for damage or wear and repaired or replaced as needed.

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# SECTION 011000 - SUMMARY

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Work by Owner.
4. Access to site.
5. Coordination with occupants.
6. Work restrictions.
7. Specification and drawing conventions.
8. Miscellaneous provisions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

### 1.2 PROJECT INFORMATION

A. Project Identification: Doors Systems Upgrade, Interview Area, Laundry Security Upgrade

1. Project Location: 7122 West Okanogan Pl., Suite B110, Kennewick, Washington

B. Owner: Benton County, 7122 West Okanogan Pl., Suite E330, Kennewick, WA 99336

1. Owner's Representative: Robert Blain, (509) 736-2704, procurement@co.benton.wa.us

C. Architect: DLR Group of Seattle, Erica Loynd, (206) 461-6059 eloynd@dlrgroup.com

D. Architect's Consultants: The Architect has retained the following design professionals who have prepared designated portions of the Contract Documents:

1. R&N Systems Design, Chris Nielsen, (901) 309-0115, chrisn@rnsystemsdesign.com

### 1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Pods D and E Door Systems Upgrade, Interview Area, Laundry Security Upgrade: This Project consists of replacing 16 secure detention doors, remodeling the Visitation area, and installing secure fencing around laundry equipment.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

## 1.4 WORK UNDER SEPARATE CONTRACTS

A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.

## 1.5 ACCESS TO SITE

A. General: Contractor shall have limited use of Project site for construction operations as indicated by requirements of this Section.

B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Limits: Confine construction operations to areas indicated on the Drawings.
2. Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

## 1.6 COORDINATION WITH OCCUPANTS

A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.

2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.

1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.
2. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.
3. Before limited Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.
4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

## 1.7 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:30 a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated.

1. Weekend Hours: None unless deemed necessary and agreed upon by both Owner and Contractor during construction.
2. Hours for Utility Shutdowns: prior to 8:00 a.m. or after 5:00 p.m.
3. Hours for Core Drilling or other miscellaneous activity: prior to 8:00 a.m. or after 5:00 p.m.

C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify Owner not less than two days in advance of proposed utility interruptions.
2. Obtain Owner's written permission before proceeding with utility interruptions.

D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

1. Notify Owner not less than two days in advance of proposed disruptive operations.
2. Obtain Owner's written permission before proceeding with disruptive operations.

E. Controlled Substances: Use of tobacco products and other controlled substances within the existing building is not permitted.

F. Employee Identification: Owner will provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

G. Employee Screening: Comply with Owner's requirements for background screening of Contractor personnel working on Project site.

1. Maintain list of approved screened personnel with Owner's representative.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.
3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

# SECTION 012500 - SUBSTITUTION PROCEDURES

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Requirements:

1. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

### 1.2 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required to meet other Project requirements but may offer advantage to Contractor or Owner.

### 1.3 ACTION SUBMITTALS

A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Substitution Request Form: Use CSI Form 13.1A.
2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

a. Statement indicating why specified product or fabrication, or installation cannot be provided, if applicable.
b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific

features and requirements indicated. Indicate deviations, if any, from the Work specified.

d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
e. Samples, where applicable or requested.
f. Certificates and qualification data, where applicable or requested.
g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
k. Cost information, including a proposal of change, if any, in the Contract Sum.
l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

## 1.4 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

## 1.5 PROCEDURES

A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
b. Substitution request is fully documented and properly submitted.
c. Requested substitution will not adversely affect Contractor's construction schedule.
d. Requested substitution has received necessary approvals of authorities having jurisdiction.
e. Requested substitution is compatible with other portions of the Work.
f. Requested substitution has been coordinated with other portions of the Work.
g. Requested substitution provides specified warranty.
h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Architect will consider requests for substitution if received within 60 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
b. Requested substitution does not require extensive revisions to the Contract Documents.
c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
d. Substitution request is fully documented and properly submitted.
e. Requested substitution will not adversely affect Contractor's construction schedule.
f. Requested substitution has received necessary approvals of authorities having jurisdiction.

g. Requested substitution is compatible with other portions of the Work.
h. Requested substitution has been coordinated with other portions of the Work.
i. Requested substitution provides specified warranty.
j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

# SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

B. Related Requirements:

1. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

### 1.2 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

### 1.3 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
2. Within time specified in Proposal Request or 20 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
c. Include costs of labor and supervision directly attributable to the change.
d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
e. Quotation Form: Use CSI Form 13.6D, "Proposal Worksheet Summary," and Form 13.6C, "Proposal Worksheet Detail."

B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Proposal Request Form: Use CSI Form 13.6A, "Change Order Request (Proposal)," with attachments CSI Form 13.6D, "Proposal Worksheet Summary," and Form 13.6C, "Proposal Worksheet Detail."

## 1.4 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Work Changes Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

## 1.5 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

# SECTION 012900 - PAYMENT PROCEDURES

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Requirements:

1. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.

### 1.2 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

### 1.3 APPLICATIONS FOR PAYMENT

A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.

1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Prevailing Wage Rates: Public contract awarding agencies are required by RCW 39.12.030 to include a provision stating the required prevailing rate(s) of wage in the bid and contract specifications for public works. Historically, this has required inclusion of a list of such rates in the specifications. Labor & Industries looked at how to allow an additional option within the law and rule.

C. Bid specifications may provide the required prevailing wage rate information in this alternate format:

D. The Department of Labor & Industries prevailing wage rate website is https://secure.lni.wa.gov/wagelookup/wageupdatepublication.aspx?PubCtlId=167

E. The publication date to use is August 1, 2023.

F. The public works project is located in Benton County.

G. A copy of the prevailing wage rates, the benefit code key and the supplement are available for viewing at the Administration Building, 7122 W Okanogan Pl., Suite E330, Kennewick, WA 99336 Monday through Friday, between 8:00 a.m. & noon and between 1:00 p.m. & 4:00 p.m. except holidays.

H. Payment Application Times: Submit Application for Payment to Architect by the fifth of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.

1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.

I. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.

J. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.

1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.

K. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.

1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
3. Provide summary documentation for stored materials indicating the following:

a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.

L. Transmittal: Submit electronic copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

M. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit conditional final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.

N. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit conditional final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
5. Waiver Forms: Submit executed waivers of lien on forms, acceptable to Owner.

O. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of values.
3. Sustainable design submittal for project materials cost data.
4. Contractor's construction schedule (preliminary if not final).
5. Products list (preliminary if not final).
6. Sustainable design action plans.
7. Submittal schedule (preliminary if not final).
8. List of Contractor's staff assignments.
9. List of Contractor's principal consultants.
10. Copies of building permits.
11. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.

12. Initial progress report.
13. Report of preconstruction conference.
14. Certificates of insurance and insurance policies.
15. Performance and payment bonds.
16. Data needed to acquire Owner's insurance.
17. Approved Statement of Intent to Pay Prevailing Wages

P. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

Q. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

# SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. General coordination procedures.
2. Coordination drawings.
3. Requests for Information (RFIs).
4. Project meetings.

B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.

C. Related Requirements:

1. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
2. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

### 1.2 DEFINITIONS

A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

### 1.3 INFORMATIONAL SUBMITTALS

A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Use CSI Form 1.5A. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.

B. Key Personnel Names: Within 10 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide

names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1. Post copies of list in project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

## 1.4 GENERAL COORDINATION PROCEDURES

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.

C. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

## 1.5 COORDINATION DRAWINGS

A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is

required to facilitate integration of products and materials fabricated or installed by more than one entity.

1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:

    a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
    b. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
    c. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
    d. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
    e. Indicate required installation sequences.
    f. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

B. Coordination Drawing Organization: Organize coordination drawings as follows:

1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
2. Plenum Space: Indicate sub-framing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
6. Mechanical and Plumbing Work: Show the following:

    a. Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
    b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment.
    c. Fire-rated enclosures around ductwork.

7. Electrical Work: Show the following:

    a. Runs of vertical and horizontal conduit 1-1/4 inches in diameter and larger.
    b. Light fixture, exit light, emergency battery pack, smoke detector, and other fire-alarm locations.
    c. Panel board, switch board, switchgear, transformer, busway, generator, and motor control center locations.
    d. Location of pull boxes and junction boxes, dimensioned from column center lines.

8. Fire-Protection System: Show the following:

    a. Locations of standpipes, mains piping, branch lines, pipe drops, and sprinkler heads.

9. Review: Architect will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make changes as directed and resubmit.
10. Coordination Drawing Prints: Prepare coordination drawing prints according to requirements in Section 013300 "Submittal Procedures."

C. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:

1. File Preparation Format: DWG, Version 2014, operating in Microsoft Windows operating system.
2. File Submittal Format: Submit or post coordination drawing files using Portable Data File (PDF) format.
3. Architect will furnish Contractor one set of digital data files of Drawings for use in preparing coordination digital data files.

    a. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.
    b. Digital Data Software Program: Drawings are available in AutoCAD Version 2014.

## 1.6 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
2. Coordinate and submit RFIs in a prompt manner to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Project number.
3. Date.
4. Name of Contractor.
5. Name of Architect.
6. RFI number, numbered sequentially.
7. RFI subject.
8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.
10. Field dimensions and conditions, as appropriate.
11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
12. Contractor's signature.
13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

    a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

C. RFI Forms: AIA Document G716.

1. Attachments shall be electronic files in Adobe Acrobat PDF format.

D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.

1. The following Contractor-generated RFIs will be returned without action:

    a. Requests for approval of submittals.
    b. Requests for approval of substitutions.
    c. Requests for approval of Contractor's means and methods.
    d. Requests for coordination information already indicated in the Contract Documents.
    e. Requests for adjustments in the Contract Time or the Contract Sum.
    f. Requests for interpretation of Architect's actions on submittals.
    g. Incomplete RFIs or inaccurately prepared RFIs.

2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."

a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.

E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:

1. Project name.
2. Name and address of Contractor.
3. Name and address of Architect.
4. RFI number including RFIs that were returned without action or withdrawn.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's response was received.

F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.

1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

## 1.7 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.

B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.

1. Conduct the conference to review responsibilities and personnel assignments.
2. Attendees: Authorized representatives of Owner Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect progress, including the following:

a. Tentative construction schedule.
b. Phasing.

c. Critical work sequencing and long-lead items.
d. Designation of key personnel and their duties.
e. Lines of communications.
f. Procedures for processing field decisions and Change Orders.
g. Procedures for RFIs.
h. Procedures for testing and inspecting.
i. Procedures for processing Applications for Payment.
j. Distribution of the Contract Documents.
k. Submittal procedures.
l. Preparation of record documents.
m. Use of the premises and existing building.
n. Work restrictions.
o. Working hours.
p. Owner's occupancy requirements.
q. Responsibility for temporary facilities and controls.
r. Procedures for moisture and mold control.
s. Procedures for disruptions and shutdowns.
t. Construction waste management and recycling.
u. Parking availability.
v. Office, work, and storage areas.
w. Equipment deliveries and priorities.
x. First aid.
y. Security.
z. Progress cleaning.

4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

C. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than five days prior to the scheduled date of Substantial Completion.

1. Conduct the conference to review requirements and responsibilities related to Project closeout.
2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:

a. Preparation of record documents.
b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
c. Submittal of written warranties.
d. Requirements for preparing operations and maintenance data.
e. Requirements for delivery of material samples, attic stock, and spare parts.
f. Requirements for demonstration and training.
g. Preparation of Contractor's punch list.

h. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
i. Submittal procedures.
j. Owner's partial occupancy requirements.
k. Installation of Owner's furniture, fixtures, and equipment.
l. Responsibility for removing temporary facilities and controls.

4. Minutes: Entity conducting meeting will record and distribute meeting minutes.

D. Progress Meetings: Conduct progress meetings at weekly intervals.

1. Coordinate dates of meetings with preparation of payment requests.
2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

1) Review schedule for next period.

b. Review present and future needs of each entity present, including the following:

1) Interface requirements.
2) Sequence of operations.
3) Status of submittals.
4) Deliveries.
5) Off-site fabrication.
6) Access.
7) Site utilization.
8) Temporary facilities and controls.
9) Progress cleaning.
10) Quality and work standards.
11) Status of correction of deficient items.
12) Field observations.
13) Status of RFIs.
14) Status of proposal requests.
15) Pending changes.
16) Status of Change Orders.
17) Pending claims and disputes.

18) Documentation of information for payment requests.

4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

E. Coordination Meetings: Conduct Project coordination meetings at regular intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.

1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
c. Review present and future needs of each contractor present, including the following:

1) Interface requirements.
2) Sequence of operations.
3) Status of submittals.
4) Deliveries.
5) Off-site fabrication.
6) Access.
7) Site utilization.
8) Temporary facilities and controls.
9) Work hours.
10) Hazards and risks.
11) Progress cleaning.
12) Quality and work standards.
13) Change Orders.

3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

# SECTION 013300 - SUBMITTAL PROCEDURES

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. Related Requirements:

1. Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.

### 1.2 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

### 1.3 ACTION SUBMITTALS

A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.

3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.

    a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.

4. Format: Arrange the following information in a tabular format:

    a. Scheduled date for first submittal.
    b. Specification Section number and title.
    c. Submittal category: Action; informational.
    d. Name of subcontractor.
    e. Description of the Work covered.
    f. Scheduled date for Architect's final release or approval.
    g. Scheduled date of fabrication.
    h. Scheduled dates for purchasing.
    i. Scheduled dates for installation.
    j. Activity or event number.

## 1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Architect's Digital Data Files: Electronic digital data files of the Contract Drawings will not be provided by Architect for Contractor's use in preparing submittals.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

    a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 10 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.

2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow 10 days for review of each resubmittal.
4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 14 days for initial review of each submittal.
5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 10 days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.

D. Paper Submittals: Place a permanent label or title block on each submittal item for identification.

1. Indicate name of firm or entity that prepared each submittal on label or title block.
2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
3. Include the following information for processing and recording action taken:

    a. Project name.
    b. Date.
    c. Name of Architect.
    d. Name of Construction Manager.
    e. Name of Contractor.
    f. Name of subcontractor.
    g. Name of supplier.
    h. Name of manufacturer.
    i. Submittal number or other unique identifier, including revision identifier.

        1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).

    j. Number and title of appropriate Specification Section.
    k. Drawing number and detail references, as appropriate.
    l. Location(s) where product is to be installed, as appropriate.
    m. Other necessary identification.

4. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.

    a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.

5. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return without review submittals received from sources other than Contractor.

a. Transmittal Form for Paper Submittals: Use AIA Document G810.
b. Transmittal Form for Paper Submittals: Provide locations on form for the following information:

1) Project name.
2) Date.
3) Destination (To:).
4) Source (From:).
5) Name and address of Architect.
6) Name of Construction Manager.
7) Name of Contractor.
8) Name of firm or entity that prepared submittal.
9) Names of subcontractor, manufacturer, and supplier.
10) Category and type of submittal.
11) Submittal purpose and description.
12) Specification Section number and title.
13) Specification paragraph number or drawing designation and generic name for each of multiple items.
14) Drawing number and detail references, as appropriate.
15) Indication of full or partial submittal.
16) Transmittal number.
17) Submittal and transmittal distribution record.
18) Remarks.
19) Signature of transmitter.

E. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.

a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).

3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.

F. Options: Identify options requiring selection by Architect.

G. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.

H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.

I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

## PART 2 - PRODUCTS

### 2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Submit electronic submittals via email as PDF electronic files.

a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.

2. Action Submittals: Submit three paper copies of each submittal unless otherwise indicated. Architect will return two copies.
3. Informational Submittals: Submit two paper copies of each submittal unless otherwise indicated. Architect will not return copies.
4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:

a. Manufacturer's catalog cuts.
b. Manufacturer's product specifications.
c. Standard color charts.
d. Statement of compliance with specified referenced standards.
e. Testing by recognized testing agency.
f. Application of testing agency labels and seals.
g. Notation of coordination requirements.
h. Availability and delivery time information.

4. For equipment, include the following in addition to the above, as applicable:

a. Wiring diagrams showing factory-installed wiring.
b. Printed performance curves.
c. Operational range diagrams.
d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

5. Submit Product Data before or concurrent with Samples.
6. Submit Product Data in the following format:

a. PDF electronic file.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

a. Identification of products.
b. Schedules.
c. Compliance with specified standards.
d. Notation of coordination requirements.
e. Notation of dimensions established by field measurement.
f. Relationship and attachment to adjoining construction clearly indicated.
g. Seal and signature of professional engineer if specified.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.
3. Submit Shop Drawings in the following format:

a. PDF electronic file.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:

a. Generic description of Sample.
b. Product name and name of manufacturer.
c. Sample source.
d. Number and title of applicable Specification Section.
e. Specification paragraph number and generic name of each item.

3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

   a. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

   a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.

6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

   a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned.

      1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
      2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
2. Manufacturer and product name, and model number if applicable.

3. Number and name of room or space.
4. Location within room or space.
5. Submit product schedule in the following format:

    a. PDF electronic file.

F. Coordination Drawing Submittals: Comply with requirements specified in Section 013100 "Project Management and Coordination."

G. Application for Payment and Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures."

H. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 014000 "Quality Requirements."

I. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."

J. Maintenance Data: Comply with requirements specified in Section 017823 "Operation and Maintenance Data."

K. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

L. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

M. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

N. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

O. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

P. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

Q. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

R. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

S. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

1. Name of evaluation organization.
2. Date of evaluation.
3. Time period when report is in effect.
4. Product and manufacturers' names.
5. Description of product.
6. Test procedures and results.
7. Limitations of use.

T. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

U. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

V. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

W. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

## 2.2 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

B. Project Closeout and Maintenance Material Submittals: See requirements in Section 017700 "Closeout Procedures."

C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

A. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.

B. Informational Submittals: Architect will review each submittal and will not return it or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.

D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

E. Submittals not required by the Contract Documents may be returned by the Architect without action.

END OF SECTION 013300

# SECTION 013513.16 – SPECIAL PROJECT PROCEDURES FOR DETENTION FACILITIES

## 1.1 PART 1 - GENERAL

## 1.2 SECTION INCLUDES

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

B. Limits and scope of work under the Detention Equipment Contractor (DEC) Section shall be defined in these specifications and correspondingly shown on the drawings.

C. Provide materials, labor, equipment, and services necessary to furnish, deliver and install a completely functional integrated system.

D. All equipment and work shall comply with all applicable codes.

## 1.3 SUMMARY

A. This Section includes the responsibilities for a single-source Detention Equipment Contractor (DEC) for detention work.

1. The DEC shall submit an aggregate bid for Work described in the following specification sections. The details and specific Scope of Work related to the installation of the equipment in Division 05, 09, 12 and 13 shall be defined between the DEC and General Contractor at the time of Bid. The DEC shall be responsible for performing the coordination required between detention equipment and the security electronic systems, as well as the Electrical work as it relates to security hardware.

    a. Detention Equipment Work required by, but not specified in, this Section includes the following:
    b. Section 083463, Detention Doors and Frames including interior Detention Windows.
    c. Section 087163, Detention Door Hardware.
    d. Section 088853, Security Glazing in detention frames and where scheduled in standard commercial window frames.

2. Approved DEC firms must base their bid on the equipment and products specified herein. Design changes or substitutions will not be allowed unless approved prior to bidding. Value engineering proposals will not be considered.
3. The DEC shall have in their employ a full-time project manager and superintendent to supervise the work of this section. The superintendent’s sole responsibility shall be to supervise and coordinate the scope of work of the DEC. The superintendent shall be at the site at all times when the work is being performed.

4. If any portion of the work listed in paragraph 1.02.A.1.a above is subcontracted, the responsibility for equipment and system coordination remains with the DEC.
5. The DEC is solely responsible for review and coordination of detention devices with the security electronic drawings and specifications. The DEC shall notify the Architect / Consultant if any modifications are required prior to hardware or device installation.
**6.** The DEC is solely responsible for acquiring and paying for any and all licenses and permits required to perform their Work. If licenses are required before bidding, then the DEC shall not bid any portion of the Work until the required licenses are obtained.

B. Related Work:

1. Division 03 Section 033000 "Cast-In-Place Concrete" for concrete requirements for floors.
2. Division 05 Section 055000 "Metal Fabrications" for embeds and anchor bolt requirements.
3. Division 07 Section 079200 "Joint Sealants" for security sealants.
4. Division 13 Section 135000 "Metal Detention Wall Panel Assemblies."
5. Divisions 28 for Security Electronic device wiring and conduit requirements.

1.4 SCOPE AND RESPONSIBILITY

A. The DEC has the option of submitting an aggregate bid, with a selected Electronic Security Contractor (ESC) as defined in Specification section 280500, to the General Contractor for Work described in Division 08 and Division 28, or a stand-alone bid, which only includes the Division 08 Scope of Work. The details and specific Scope of Work related to the installation of the detention equipment in Divisions 05, 09, 12, and 13 and shall be defined between the DEC and General Contractor at the time of Bid. It is preferable that one DEC provide the work in these listed Divisions, where the work is related to detention equipment only. The DEC shall be responsible for performing the coordination required between the detention equipment and the security electronic system, as well as the Electrical work as it relates to the detention hardware and equipment. Should the DEC choose to submit a stand-alone price for Division 08 Scope of Work only, it will not relieve the DEC of the responsibility to perform the coordination required between Division 08 and Division 28.

B. The DEC shall coordinate this Scope of Work with the Masonry contractor and General Contractor. Should the scope of work of the DEC, include furnishing the detention doors and frames, the DEC will be required to coordinate the delivery schedule with the General Contractor. Separate submittals shall only be allowed for the detention frames and doors for the purpose of expediency when Masonry walls are erected ahead of schedule.

C. The DEC is solely responsible for the coordination, integration and interfacing of the products and systems specified in Division 08 and Division 28, and in accordance with shop drawings and submittals approved by the Architect / Consultant.

D. The DEC is solely responsible for all labor and equipment for receiving, unloading, distributing, setting and installation of all security related items. This includes, but may not be limited to, bars, plates, angles, access frames and doors, security frames and security sidelights, and miscellaneous security frames specified in Division 08.

E. Under the requirements of this Section, the DEC shall be responsible for furnishing and installing the following, as specified in all locations. The details and specific scope of work related to a portion of the installation of this equipment shall be defined between the DEC and General Contractor at the time of Bid.

1. Detention Hollow Metal Frames, Sidelights, and Interior Detention Windows.
2. Detention Hollow Metal Doors.
3. Detention Hardware.
4. Security and Non-Security Glass and Glazing for Detention Hollow Metal and Security or Commercial Windows.

F. Installation of all systems and equipment is subject to clarifications as indicated in the reviewed shop drawings and field coordination drawings.

G. The DEC is solely responsible for acquiring and paying for all licenses and permits required to perform their Work. If licenses are required before bidding, then the DEC shall not bid any portion of the Work until the required licenses are obtained.

1.5 SUBMITTALS

A. General: Submittals shall be made in accordance with Conditions of Contract and Division 01 Sections. DEC shall review Detention Work submittals and verify construction details and provide answers to manufacturer's questions prior to submission to the General Contractor. DEC submittals not reviewed and redlined prior to submittal to Architect/Consultant for final review, will be returned rejected.

B. DEC shall furnish and organize data into digital files in Portable Document Format (PDF). All files shall be compatible with the free Adobe Reader available from Adobe at www.adobe.com. Electronic documents to be original, not scans, and 100% searchable using Adobe Acrobat software products. Furnish one complete set to Engineer for review. Incorporate Engineer's comments into final sets and resubmit only the information requested. Do NOT resubmit items not redlined.

1. Detention Submittals 087163, 088853, and 083463 must be submitted together in a single package, as this is critical for detention equipment coordination.

C. Product Data: Mark each copy to show applicable choices and options where printed product data includes information on several products, some of which are not required, mark copies to indicate the applicable information.

D. Shop Drawings: Highlight, encircle, or otherwise indicate deviations from the Contract Documents.

E. Coordination Drawings: Prepare and submit Project-specific Coordination Drawings, drawn accurately to scale, for installation of detention work. Include the following information, as applicable.

1. Show relationship of components shown on separate Shop Drawings.

2. Show dimensions and clearances of interrelated detention work.
3. Provide templates and patterns.
4. Indicate required operation sequences of interrelated detention work.
5. Indicate required installation sequences.
6. Refer to Division 28 for specific Coordination Drawing requirements for electrical installations required for detention work.

F. The submittal shall reflect the equipment and material as they are defined by the project plans and specifications, contract and signed/documented clarifications, substitutions, and changes to the above documents by the Architect.

G. It is the DEC's responsibility to coordinate detention/security items in this scope of work, and to answer all manufacturer questions or concerns that are not strictly design related. The DEC shall redline the manufacturers' individual shop drawings and/or schedules and note corrections prior to submittal for Architectural/Consultant review. When multiple items are submitted by the manufacturer on a single cutsheet, the DEC shall note with an arrow, circle or note cloud, to show which product on the sheet is submitted for this scope of work. DEC submittals not reviewed and redlined prior to submittal to Architect/Consultant for final review, will be returned rejected.

H. Qualified installers trained by the manufacturer shall perform the installation of all detention hardware and sliding devices. Submittal of written confirmation from the manufacturer showing individual field technicians as approved installers shall be required. Qualified installer certificates shall be submitted with the 087163 Detention Hardware submittal, from the selected detention hardware manufacturer.

I. The submittal documents shall be updated throughout the project construction. These documents shall be included with the operation and maintenance manuals to provide accurate as-built documentation of all installed equipment and material.

J. Other Informational Submittals:

1. Examination reports documenting inspections of substrates, areas, and conditions.

K. Submittals not organized as specified shall be considered incomplete and will be rejected.

L. Contractor shall allow reviewer 10 working days to review each submission of detention submittals.

## 1.6 OPERATING & MAINTENANCE MANUALS

A. DEC shall furnish and organize operating and maintenance data into digital files in Portable Document Format (PDF). All files shall be compatible with the free Adobe Reader available from Adobe at www.adobe.com. Electronic documents to be original, not scans, and 100% searchable using Adobe Acrobat software products. Furnish one complete set to Engineer for review. Incorporate Engineer's comments into final sets and submit to Owner. Final submittal shall be on a labeled USB storage device as well as installed on the ERC machine. Include, but is not limited to the following types of information:

1. Instructions for the care and operation of the materials.
2. Parts list with exploded views of material with moving parts to aid the Owner with ordering replacement parts.
3. Telephone, Fax, Address, website and instructions for contacting the appropriate personnel during the warranty period as well as for service.
4. Refer to Division 1 Specifications and 087163, 083463, and 088853 for additional operation and maintenance requirements.

B. Operation and Maintenance Manual shall include information for every mechanical item with moving parts and every electrical item submitted in the approved hardware schedule. This is to include all material in the related submittal and is not limited to “detention” equipment.

C. Submittals shall be “AS BUILT” documents and shall include all changes from approved submittal documents clearly noted on each sheet. The document type and the document number that initiated the final change shall be clearly noted on these as-builts.

D. Ensure the preceding and following information is included, and provided in the tabbed electronic file, in the following order:

1. Startup procedures.
2. Emergency instructions.
3. Spare parts list.
4. Copies of warranties.
5. Wiring diagrams.
6. Maintenance procedures.
7. Recommended "turn around" cycles for maintenance.
8. Inspection procedures.
9. Shop Drawings and Product data (as noted in 1.5.B).
10. Name and phone numbers of manufacturer, installer, and service provider.

E. Submittals not organized as specified shall be considered incomplete and will be rejected.

## 1.7 SUBSTITUTIONS

A. No substitutions of equipment or material will be permitted where specific trade names or a manufacturer is listed, unless the architect adds them by an addendum.

B. Materials and products specified by name of manufacturer or brand trade name shall be the basis of the bids received unless changed by addendum prior to the bid dates.

C. In the event a contractor wishes to use any materials or products other than those specified he shall make a written request to the Architect, naming the proposed substitution. All substitutions of locksets, must be accompanied by a written letter from the manufacturer stating that the substituted lockset matches the specified lockset function exactly as shown in the individual hardware sets per specification section 087163.

D. All additional costs resulting from the use of an approved substitution shall be borne by the contractor without additional expense to the Owner. Such additional costs shall include necessary

modifications and alterations to structures, equipment, raceways and furnishing of all additional materials required to affect the substitution.

1.8 QUALITY ASSURANCE

A. The following DEC's are pre-approved to perform the work of this Section:

1. CML Security, Erie, Co: 720-466-3650
2. Cornerstone Detention Products, Inc., Decatur, AL: 256-355-2396
3. Sustainable Security Solutions (S3), San Antonio, TX: Phone 210-714-3015
4. Tri-Star Detention Inc., Molino, OR: 505-632-1336
5. Universal Security Products-Southern Contracting, San Ramon, CA: Phone 510-785-8222

B. Approval of a firm as a DEC does not relieve that DEC from furnishing all materials from the manufacturers as herein specified.

C. All materials and labor specified in this Section of the Specifications shall be furnished by a single qualified DEC who shall assume responsibility for the detailing, coordinating, erecting, performance, and warranty of this work, in accordance with this specification.

**D.** Qualified installers trained by the manufacturer shall perform the installation of all detention hardware and sliding devices. **Submittal of written confirmation from the manufacturer showing individual field technicians as approved installers shall be required**.

1.9 COORDINATION

A. Coordinate work to ensure efficient and orderly installation of each part of detention work. Coordinate and schedule detention work that depends on other work for proper and timely installation, connection, and operation.

1. Coordinate installation of different detention components to ensure maximum accessibility for required maintenance, service, and repair.
2. Coordinate provisions to accommodate detention work scheduled for later installation.
3. Coordinate detention work with work by Division 28.
4. Coordinate intercom backboxes with the Electronic Security Contractor drawings for locations of frame mounted intercoms. Intercom backboxes shall be shallow style, installed back-to-back, rotated so the intercom call button is at the lowest point of the intercom cover plate, and the call button is no greater than 48" (centerline) above the finished floor.

B. Coordinate selection of detention products for compatibility.

C. Assemble and coordinate Shop Drawings for detention work provided by separate entities.

D. Coordinate sequencing and scheduling of detention work. Secure time commitments for performing critical construction activities from separate entities responsible for detention work.

1. Schedule construction operations in sequence required to obtain best results where installation of one part of detention work depends on installation of other components, before or after its own installation.

E. Coordinate sequence of detention work activities to accommodate tests and inspections. Be prepared, with required work complete and punched prior to design team arrival for inspection. DEC shall be on site during detention inspections, have repair tools available. DEC shall have all keys to all detention cylinders checked out and ready to turn for the inspection team.

F. Coordinate installation of anchorages and embedments for detention work. Obtain and distribute, to parties involved, setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation so as not to delay progress of the Work.

1. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing detention work to comply with indicated requirements

G. Coordinate temporary facilities and controls required by detention work.

1. Maintain an ongoing inventory of all material.
2. Arrange for a secure, dry, locked storage area or room in the building for storing detention equipment products prior to installation.
3. Receive, unload, and distribute products to site storage location and/or installation locations. Minor scratches on painted surfaces shall be cleaned and touched-up with rust-inhibitive primer. Defective disfigured products will be rejected.
4. Tag all products with markings that show proper installation locations.

H. Coordinate protection of installed detention work.

I. Coordinate preparation of Project Record Documents for detention work and integrate information from entities responsible for detention work to form one combined record.

J. Coordinate preparation of operation and maintenance manuals for detention work and integrate information from entities responsible for detention work to form one combined record.

K. Defective Products: Items found to be defective, either through manufacturing, damage in transit or by field installation, shall be replaced prior to final completion. DEC shall make special manufacturing and shipping arrangements to accomplish this replacement prior to completion.

L. Coordination Meetings: Conduct coordination meetings specifically for detention work at regular intervals. Coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and pre-installation conferences.

## 1.10 WARRANTY

A. The DEC shall warrant the material and equipment and labor furnished by the DEC under this Section to be free from defects in material and workmanship for a period of one (1) year after

substantial completion. Should written notice be served on the DEC during the warranty period of any such defect, the DEC shall make good the defect at its own expense. Coordination of warranty problems between division 08 and 28 shall be the responsibility of the DEC.

**B.** The DEC must have full-time employees trained in and devoted to the maintenance and repair of systems and equipment furnished.

**C.** The DEC shall provide warranty service throughout the warranty period in a timely manner.

1. Service response requirements shall include the following:

   a. Twenty-four (24) hour phone number.
   b. DEC shall respond to warranty call within twenty-four (24) hours of notification.
   c. Response personnel shall be factory technicians trained by the manufacturers of the equipment, with five years' experience, servicing equipment of the type included in this project.

PART 2 - PRODUCTS – (NOT USED)

PART 3 - EXECUTION

3.1 INSTALLATION

A. Ensure quality of field welding of detention work and anchorages.

B. Verify that detention work is installed and connected according to the Contract Documents.

C. Verify that wiring installation complies with manufacturer's submittal and written installation requirements in Division 28.

D. Observe startup service of detention work.

E. Observe installation and startup checks of detention work according to manufacturer's written instructions.

**F.** Inspect installed detention work to verify compliance with requirements. Prepare inspection reports and indicate compliance with and deviations from the Contract Documents.

1. Perform additional inspections to determine compliance of replaced or additional work.
**2.** Prepare field quality-control certification that states installed detention work and its installation complies with requirements in the Contract Documents.

G. Testing: After installing electrified detention work and after electrical circuitry has been installed, energized and is functional, test detention work for compliance with requirements.

1. When testing reveals detention work is not in compliance with requirements, perform additional random testing to determine extent of noncompliance.

2. Where test results indicate that detention work does not comply with specified requirements, retest after repairs or replacements are made.

H. Perform additional testing and inspecting, at Contractor's expense, to determine compliance of replaced or additional work.

## 3.2 INSPECTIONS AND TESTING

A. The General Contractor / Construction Manager and DEC is solely responsible for issuing a letter (electronically) to the Architect and R&N Systems Design confirming that the work is complete and ready for inspection and testing. If the project is completed in phases, a letter will be submitted for each phase to be inspected. As an attachment to the letter confirming the work is "complete" and ready for inspection, the DEC must attach a self-generated "field test" report for each device which confirms in detail that the DEC has performed their own inspection and test prior to the inspection by the Architect / Consultant. DEC shall have personnel onsite necessary to **demonstrate** all equipment and hardware features. The names of the representatives that will be on site during the inspection shall be provided as part of this submittal. These documents shall be submitted electronically in PDF, Word, or Excel format.

B. The inspection shall include testing the electronic control and monitoring of the hardware, as well as the installation method. Any adjustments required for the mechanical or electronic functions of the hardware to operate as specified, shall be performed prior to the inspection. The inspection shall include testing the electronic functionality of the hardware with the Systems, Subsystems, Equipment, and Components. Where these terms are used together or separately, they shall be referred to as "the system". The DEC shall be prepared to test every point for each electronic function provided as part of a detention hardware group.

C. The Superintendent and Project Manager shall be present and assist in the inspection / testing of the Work.

1. If additional inspections are required because the Work is incomplete at the time of the scheduled inspection or if any portion of the system fails to function as designed, the DEC is solely responsible for paying for the time and expenses for the Architect and Security Consultant to re-schedule and re-inspect the Work. This cost shall include time and expense for all personnel of the Architectural and Security Consulting firm. The "time" cost shall include travel and expenses of no less than $5000.00. This time will include travel time and inspection time. An estimated amount of this time and expense must be paid prior to re-scheduling the inspection.

## 3.3 SPARE PARTS

A. The DEC shall deliver all spare parts at the completion of the project. The spare parts shall be clearly marked as to content and packaged for ease of handling by one (1) person without the use of forklifts or other equipment. The DEC shall obtain a signature from the owner's representative receiving the spare parts.

B. The DEC shall furnish the parts described in each subsection of the specifications provided by the DEC. Mark the specification section on the packaging for each device. Refer to individual specification sections for spare parts to be provided as a requirement for each section.

3.4 TRAINING

A. The DEC shall provide without additional cost to the Owner, representatives specially trained in the operation of detention hardware and devices provided. The representatives shall train the Owner's personnel in operations, repair, and upkeep of all Detention Work. Coordinate dates for training sessions with the Owner prior to scheduling dates.

B. The DEC is solely responsible for notifying the Architect five (5) weeks prior to substantial completion of the total security system that training is scheduled. The DEC will coordinate the number to be trained with the Owner's representative.

C. The inspection shall include Systems, Subsystems, Equipment, and Components. Where these terms are used together or separately, they shall be referred to as "the system". The DEC shall be prepared to test every point for each system.

**D.** On-Site Training: Provide qualified personnel for instruction and a training period involving the Owner's designated personnel and the DEC as designated by the user. Representatives must be capable of training Owner's personnel in the adjustment, operation, and repair of detention work, including pertinent safety requirements. Instruction shall be given during the first week after detention work has been accepted and turned over to the Owner for regular operation, except if adjustment and/or repairs are required for its use. In such case, training sessions are not to occur until such adjustments and/or repairs have been satisfactorily completed.

1. On-site instruction and training shall include a minimum of one (1) four (4) hour day.
2. Training shall be coordinated with the scheduled training period for Division 28 work.
3. Training sessions to be recorded. Recordings are to be given to Owner.
4. In addition to the training requirements listed above the DEC shall include all associated cost to provide additional onsite owner training following substantial completion. The additional training shall occur at the three (3) month period and shall cover topics as referenced in paragraph "D" above. Coordinate this additional training with the owner.

E. During the warranty period, if significant changes or modifications take place in the equipment or system, additional instruction shall be provided at no cost to the Owner (unless such changes or modifications are Owner initiated) to acquaint the operating personnel with the changes or modifications.

F. DEC shall maintain attendance records of each class. This attendance shall be submitted to the Architect at the completion of training.

END OF SECTION 013513.16

# SECTION 013516 - ALTERATION PROJECT PROCEDURES

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section includes special procedures for alteration work.

### 1.2 DEFINITIONS

A. Alteration Work: This term includes remodeling, renovation, repair, and maintenance work performed within existing spaces or on existing surfaces as part of the Project.

B. Consolidate: To strengthen loose or deteriorated materials in place.

C. Design Reference Sample: A sample that represents the Architect's prebid selection of work to be matched; it may be existing work or work specially produced for the Project.

D. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

E. Match: To blend with adjacent construction and manifest no apparent difference in material type, species, cut, form, detail, color, grain, texture, or finish as approved by Architect.

F. Refinish: To remove existing finishes to base material and apply new finish to match original, or as otherwise indicated.

G. Repair: To correct damage and defects, retaining existing materials, features, and finishes. This includes patching, piecing-in, splicing, consolidating, or otherwise reinforcing or upgrading materials.

H. Replace: To remove, duplicate, and reinstall entire item with new material. The original item is the pattern for creating duplicates unless otherwise indicated.

I. Replicate: To reproduce in exact detail, materials, and finish unless otherwise indicated.

J. Reproduce: To fabricate a new item, accurate in detail to the original, and from either the same or a similar material as the original, unless otherwise indicated.

K. Retain: To keep existing items that are not to be removed or dismantled.

L. Strip: To remove existing finish down to base material unless otherwise indicated.

## 1.3 COORDINATION

A. Alteration Work Subschedule: A construction schedule coordinating the sequencing and scheduling of alteration work for entire Project, including each activity to be performed, and based on Contractor's Construction Schedule. Secure time commitments for performing critical construction activities from separate entities responsible for alteration work.

1. Schedule construction operations in sequence required to obtain best Work results.
2. Coordinate sequence of alteration work activities to accommodate the following:

    a. Owner's continuing occupancy of portions of existing building.
    b. Owner's partial occupancy of completed Work.
    c. Other known work in progress.
    d. Tests and inspections.

3. Detail sequence of alteration work, with start and end dates.
4. Utility Services: Indicate how long utility services will be interrupted. Coordinate shutoff, capping, and continuation of utility services.
5. Use of elevator and stairs.
6. Equipment Data: List gross loaded weight, axle-load distribution, and wheel-base dimension data for mobile and heavy equipment proposed for use in existing structure. Do not use such equipment without certification from Contractor's professional engineer that the structure can support the imposed loadings without damage.

B. Pedestrian Circulation: Coordinate alteration work with circulation patterns within Project building(s) and site. Some work is near circulation patterns. Circulation patterns cannot be closed off entirely and in places can be only temporarily redirected around small areas of work. Plan and execute the Work accordingly.

## 1.4 PROJECT MEETINGS FOR ALTERATION WORK

A. Preliminary Conference for Alteration Work: Before starting alteration work, conduct conference at Project site.

1. Attendees: In addition to representatives of Owner, Architect, and Contractor, testing service representative, specialists, and chemical-cleaner manufacturer(s) shall be represented at the meeting.
2. Agenda: Discuss items of significance that could affect progress of alteration work, including review of the following:

    a. Alteration Work Subschedule: Discuss and finalize; verify availability of materials, specialists' personnel, equipment, and facilities needed to make progress and avoid delays.
    b. Fire-prevention plan.
    c. Governing regulations.
    d. Areas where existing construction is to remain and the required protection.
    e. Hauling routes.
    f. Sequence of alteration work operations.

g. Storage, protection, and accounting for salvaged and specially fabricated items.
h. Existing conditions, staging, and structural loading limitations of areas where materials are stored.
i. Qualifications of personnel assigned to alteration work and assigned duties.
j. Requirements for extent and quality of work, tolerances, and required clearances.
k. Embedded work such as flashings and lintels, special details, collection of waste, protection of occupants and the public, and condition of other construction that affects the Work or will affect the work.

3. Reporting: Record conference results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from conference.

B. Coordination Meetings: Conduct coordination meetings specifically for alteration work at weekly intervals. Coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.

1. Attendees: In addition to representatives of Owner, Architect, and Contractor, each specialist, supplier, installer, and other entity concerned with progress or involved in planning, coordination, or performance of alteration work activities shall be represented at these meetings. All participants at conference shall be familiar with Project and authorized to conclude matters relating to alteration work.
2. Agenda: Review and correct or approve minutes of previous coordination meeting. Review other items of significance that could affect progress of alteration work. Include topics for discussion as appropriate to status of Project.

a. Alteration Work Subschedule: Review progress since last coordination meeting. Determine whether each schedule item is on time, ahead of schedule, or behind schedule. Determine how construction behind schedule will be expedited with retention of quality; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities are completed within the Contract Time.
b. Schedule Updating: Revise Contractor's Alteration Work Subschedule after each coordination meeting where revisions to schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
c. Review present and future needs of each entity present, including review items listed in the "Preliminary Conference for Alteration Work" Paragraph in this article and the following:

1) Interface requirements of alteration work with other Project Work.
2) Status of submittals for alteration work.
3) Access to alteration work locations.
4) Effectiveness of fire-prevention plan.
5) Quality and work standards of alteration work.
6) Change Orders for alteration work.

3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

## 1.5 MATERIALS OWNERSHIP

A. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to Owner that may be encountered or uncovered during the Work, regardless of whether they were previously documented, remain Owner's property.

1. Carefully dismantle and salvage each item or object in a manner to prevent damage and protect it from damage, then promptly deliver it to Owner where directed.

## 1.6 INFORMATIONAL SUBMITTALS

A. Alteration Work Subschedule:

1. Submit alteration work subschedule within seven days of date established for commencement of alteration work.

B. Preconstruction Documentation: Show preexisting conditions of adjoining construction and site improvements that are to remain, including finish surfaces, that might be misconstrued as damage caused by Contractor's alteration work operations.

C. Alteration Work Program: Submit 5 days before work begins.

D. Fire-Prevention Plan: Submit 5 days before work begins.

## 1.7 QUALITY ASSURANCE

A. Specialist Qualifications: An experienced firm regularly engaged in specialty work similar in nature, materials, design, and extent to alteration work as specified in each Section and that has completed a minimum of five recent projects with a record of successful in-service performance that demonstrates the firm's qualifications to perform this work.

1. Field Supervisor Qualifications: Full-time supervisors experienced in specialty work similar in nature, material, design, and extent to that indicated for this Project. Supervisors shall be on-site when specialty work begins and during its progress. Supervisors shall not be changed during Project except for causes beyond the control of the specialist firm.

B. Alteration Work Program: Prepare a written plan for alteration work for whole Project, including each phase or process and protection of surrounding materials during operations. Show compliance with indicated methods and procedures specified in this and other Sections. Coordinate this whole-Project alteration work program with specific requirements of programs required in other alteration work Sections.

1. Dust and Noise Control: Include locations of proposed temporary dust- and noise-control partitions and means of egress from occupied areas coordinated with continuing on-site operations and other known work in progress.

2. Debris Hauling: Include plans clearly marked to show debris hauling routes, turning radii, and locations and details of temporary protective barriers.

C. Fire-Prevention Plan: Prepare a written plan for preventing fires during the Work, including placement of fire extinguishers, fire blankets, rag buckets, and other fire-control devices during each phase or process. Coordinate plan with Owner's fire-protection equipment and requirements. Include fire-watch personnel's training, duties, and authority to enforce fire safety.

D. Safety and Health Standard: Comply with ANSI/ASSE A10.6.

## 1.8 STORAGE AND HANDLING OF SALVAGED MATERIALS

A. Salvaged Materials:

1. Clean loose dirt and debris from salvaged items unless more extensive cleaning is indicated.
2. Pack or crate items after cleaning; cushion against damage during handling. Label contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area designated by Owner.
5. Protect items from damage during transport and storage.

B. Salvaged Materials for Reinstallation:

1. Repair and clean items for reuse as indicated.
2. Pack or crate items after cleaning and repairing; cushion against damage during handling. Label contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment unless otherwise indicated. Provide connections, supports, and miscellaneous materials to make items functional for use indicated.

C. Existing Materials to Remain: Protect construction indicated to remain against damage and soiling from construction work. Where permitted by Architect, items may be dismantled and taken to a suitable, protected storage location during construction work and reinstalled in their original locations after alteration and other construction work in the vicinity is complete.

D. Storage: Catalog and store items within a weathertight enclosure where they are protected from moisture, weather, condensation, and freezing temperatures.

1. Identify each item for reinstallation with a nonpermanent mark to document its original location. Indicate original locations on plans, elevations, sections, or photographs by annotating the identifying marks.
2. Secure stored materials to protect from theft.
3. Control humidity so that it does not exceed 85 percent. Maintain temperatures 5 deg F or more above the dew point.

E. Storage Space:

1. Owner will arrange for limited on-site location(s) for free storage of salvaged material. This storage space security for stored material.
2. Arrange for off-site locations for storage and protection of salvaged material that cannot be stored and protected on-site.

1.9 FIELD CONDITIONS

A. Survey of Existing Conditions: Record existing conditions that affect the Work.

B. Discrepancies: Notify Architect of discrepancies between existing conditions and Drawings before proceeding with removal and dismantling work.

C. Size Limitations in Existing Spaces: Materials, products, and equipment used for performing the Work and for transporting debris, materials, and products shall be of sizes that clear surfaces within existing spaces, areas, rooms, and openings, including temporary protection, by 12 inches or more.

PART 2 - PRODUCTS - (Not Used)

PART 3 - EXECUTION

3.1 PROTECTION

A. Protect persons, motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm resulting from alteration work.

1. Use only proven protection methods, appropriate to each area and surface being protected.
2. Provide temporary barricades, barriers, and directional signage to exclude the public from areas where alteration work is being performed.
3. Erect temporary barriers to form and maintain fire-egress routes.
4. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during alteration work.
5. Contain dust and debris generated by alteration work, and prevent it from reaching the public or adjacent surfaces.
6. Provide shoring, bracing, and supports as necessary. Do not overload structural elements.
7. Protect floors and other surfaces along hauling routes from damage, wear, and staining.
8. Provide supplemental sound-control treatment to isolate demolition work from other areas of the building.

B. Temporary Protection of Materials to Remain:

1. Protect existing materials with temporary protections and construction. Do not remove existing materials unless otherwise indicated.
2. Do not attach temporary protection to existing surfaces except as indicated as part of the alteration work program.

C. Comply with each product manufacturer's written instructions for protections and precautions. Protect against adverse effects of products and procedures on people and adjacent materials, components, and vegetation.

D. Utility and Communications Services:

1. Notify Owner, Architect, authorities having jurisdiction, and entities owning or controlling wires, conduits, pipes, and other services affected by alteration work before commencing operations.
2. Disconnect and cap pipes and services as required by authorities having jurisdiction, as required for alteration work.
3. Maintain existing services unless otherwise indicated; keep in service and protect against damage during operations. Provide temporary services during interruptions to existing utilities.

E. Existing Drains: Prior to the start of work in an area, test drainage system to ensure that it is functioning properly. Notify Architect immediately of inadequate drainage or blockage. Do not begin work in an area until the drainage system is functioning properly.

1. Prevent solids such as adhesive or mortar residue or other debris from entering the drainage system. Clean out drains and drain lines that become sluggish or blocked by sand or other materials resulting from alteration work.
2. Protect drains from pollutants. Block drains or filter out sediments, allowing only clean water to pass.

## 3.2 PROTECTION FROM FIRE

A. General: Follow fire-prevention plan and the following:

1. Comply with NFPA 241 requirements unless otherwise indicated. Perform duties titled "Owner's Responsibility for Fire Protection."
2. Remove and keep area free of combustibles, including rubbish, paper, waste, and chemicals, unless necessary for the immediate work.

    a. If combustible material cannot be removed, provide fire blankets to cover such materials.

B. Heat-Generating Equipment and Combustible Materials: Comply with the following procedures while performing work with heat-generating equipment or combustible materials, including welding, torch-cutting, soldering, brazing, removing paint with heat, or other operations where open flames or implements using high heat or combustible solvents and chemicals are anticipated:

1. Obtain Owner's approval for operations involving use of open-flame or welding or other high-heat equipment. Notify Owner at least 72 hours before each occurrence, indicating location of such work.
2. As far as practicable, restrict heat-generating equipment to shop areas or outside the building.
3. Do not perform work with heat-generating equipment in or near rooms or in areas where flammable liquids or explosive vapors are present or thought to be present. Use a combustible gas indicator test to ensure that the area is safe.
4. Use fireproof baffles to prevent flames, sparks, hot gases, or other high-temperature material from reaching surrounding combustible material.
5. Prevent the spread of sparks and particles of hot metal through open windows, doors, holes, and cracks in floors, walls, ceilings, roofs, and other openings.
6. Fire Watch: Before working with heat-generating equipment or combustible materials, station personnel to serve as a fire watch at each location where such work is performed. Fire-watch personnel shall have the authority to enforce fire safety. Station fire watch according to NFPA 51B, NFPA 241, and as follows:

    a. Train each fire watch in the proper operation of fire-control equipment and alarms.
    b. Prohibit fire-watch personnel from other work that would be a distraction from fire-watch duties.
    c. Cease work with heat-generating equipment whenever fire-watch personnel are not present.
    d. Have fire-watch personnel perform final fire-safety inspection each day beginning no sooner than 30 minutes after conclusion of work in each area to detect hidden or smoldering fires and to ensure that proper fire prevention is maintained.
    e. Maintain fire-watch personnel at each area of Project site until 60 minutes after conclusion of daily work.

C. Fire-Control Devices: Provide and maintain fire extinguishers, fire blankets, and rag buckets for disposal of rags with combustible liquids. Maintain each as suitable for the type of fire risk in each work area. Ensure that nearby personnel and the fire-watch personnel are trained in fire-extinguisher and blanket use.

D. Sprinklers: Where sprinkler protection exists and is functional, maintain it without interruption while operations are being performed. If operations are performed close to sprinklers, shield them temporarily with guards.

1. Remove temporary guards at the end of work shifts, whenever operations are paused, and when nearby work is complete.

## 3.3 PROTECTION DURING APPLICATION OF CHEMICALS

A. Protect motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm or spillage resulting from applications of chemicals and adhesives.

B. Cover adjacent surfaces with protective materials that are proven to resist chemicals selected for Project unless chemicals being used will not damage adjacent surfaces as indicated in alteration work program. Use covering materials and masking agents that are waterproof and UV resistant

and that will not stain or leave residue on surfaces to which they are applied. Apply protective materials according to manufacturer's written instructions. Do not apply liquid masking agents or adhesives to painted or porous surfaces. When no longer needed, promptly remove protective materials.

C. Do not apply chemicals during winds of sufficient force to spread them to unprotected surfaces.

D. Neutralize alkaline and acid wastes and legally dispose of off Owner's property.

E. Collect and dispose of runoff from chemical operations by legal means and in a manner that prevents soil contamination, soil erosion, undermining of paving and foundations, damage to landscaping, or water penetration into building interior.

## 3.4 GENERAL ALTERATION WORK

A. Have specialty work performed only by qualified specialists.

B. Ensure that supervisory personnel are present when work begins and during its progress.

C. Notify Architect of visible changes in the integrity of material or components whether from environmental causes including biological attack, UV degradation, freezing, or thawing or from structural defects including cracks, movement, or distortion.

1. Do not proceed with the work in question until directed by Architect.

END OF SECTION 013516

# SECTION 014000 - QUALITY REQUIREMENTS

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
4. Specific test and inspection requirements are not specified in this Section.

### 1.2 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate those actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

C. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.

D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

E. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.

F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

I. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

## 1.3 CONFLICTING REQUIREMENTS

A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

## 1.4 INFORMATIONAL SUBMITTALS

A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.

B. Qualification Data: For Contractor's quality-control personnel.

C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems:

1. Seismic-force-resisting system, designated seismic system, or component listed in the designated seismic system quality-assurance plan prepared by Architect.

2. Main wind-force-resisting system or a wind-resisting component listed in the wind-force-resisting system quality-assurance plan prepared by Architect.

D. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

E. Schedule of Tests and Inspections: Prepare in tabular form and include the following:

1. Specification Section number and title.
2. Entity responsible for performing tests and inspections.
3. Description of test and inspection.
4. Identification of applicable standards.
5. Identification of test and inspection methods.
6. Number of tests and inspections required.
7. Time schedule or time span for tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

## 1.5 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of technical representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.

4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement that equipment complies with requirements.
3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
4. Statement whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

## 1.6 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.

F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

## 1.7 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.

1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."

D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

F. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform any duties of Contractor.

G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.

3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Architect.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

### 3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

# SECTION 014200 - REFERENCES

## PART 1 - GENERAL

### 1.1 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.

H. "Provide": Furnish and install, complete and ready for the intended use.

I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

### 1.2 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

## 1.3 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. AABC - Associated Air Balance Council; www.aabc.com.
2. AAMA - American Architectural Manufacturers Association; www.aamanet.org.
3. AAPFCO - Association of American Plant Food Control Officials; www.aapfco.org.
4. AASHTO - American Association of State Highway and Transportation Officials; www.transportation.org.
5. AATCC - American Association of Textile Chemists and Colorists; www.aatcc.org.
6. ABMA - American Bearing Manufacturers Association; www.americanbearings.org.
7. ABMA - American Boiler Manufacturers Association; www.abma.com.
8. ACI - American Concrete Institute; (Formerly: ACI International); www.abma.com.
9. ACPA - American Concrete Pipe Association; www.concrete-pipe.org.
10. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
11. AF&PA - American Forest & Paper Association; www.afandpa.org.
12. AGA - American Gas Association; www.aga.org.
13. AHAM - Association of Home Appliance Manufacturers; www.aham.org.
14. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); www.ahrinet.org.
15. AI - Asphalt Institute; www.asphaltinstitute.org.
16. AIA - American Institute of Architects (The); www.aia.org.
17. AISC - American Institute of Steel Construction; www.aisc.org.
18. AISI - American Iron and Steel Institute; www.steel.org.
19. AITC - American Institute of Timber Construction; www.aitc-glulam.org.
20. AMCA - Air Movement and Control Association International, Inc.; www.amca.org.
21. ANSI - American National Standards Institute; www.ansi.org.
22. AOSA - Association of Official Seed Analysts, Inc.; www.aosaseed.com.
23. APA - APA - The Engineered Wood Association; www.apawood.org.
24. APA - Architectural Precast Association; www.archprecast.org.
25. API - American Petroleum Institute; www.api.org.
26. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
27. ARI - American Refrigeration Institute; (See AHRI).
28. ARMA - Asphalt Roofing Manufacturers Association; www.asphaltroofing.org.
29. ASCE - American Society of Civil Engineers; www.asce.org.
30. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
31. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; www.ashrae.org.

32. ASME - ASME International; (American Society of Mechanical Engineers); www.asme.org.
33. ASSE - American Society of Safety Engineers (The); www.asse.org.
34. ASSE - American Society of Sanitary Engineering; www.asse-plumbing.org.
35. ASTM - ASTM International; www.astm.org.
36. ATIS - Alliance for Telecommunications Industry Solutions; www.atis.org.
37. AWEA - American Wind Energy Association; www.awea.org.
38. AWI - Architectural Woodwork Institute; www.awinet.org.
39. AWMAC - Architectural Woodwork Manufacturers Association of Canada; www.awmac.com.
40. AWPA - American Wood Protection Association; www.awpa.com.
41. AWS - American Welding Society; www.aws.org.
42. AWWA - American Water Works Association; www.awwa.org.
43. BHMA - Builders Hardware Manufacturers Association; www.buildershardware.com.
44. BIA - Brick Industry Association (The); www.gobrick.com.
45. BICSI - BICSI, Inc.; www.bicsi.org.
46. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); www.bifma.org.
47. BISSC - Baking Industry Sanitation Standards Committee; www.bissc.org.
48. BWF - Badminton World Federation; (Formerly: International Badminton Federation); www.bissc.org.
49. CDA - Copper Development Association; www.copper.org.
50. CEA - Canadian Electricity Association; www.electricity.ca.
51. CEA - Consumer Electronics Association; www.ce.org.
52. CFFA - Chemical Fabrics and Film Association, Inc.; www.chemicalfabricsandfilm.com.
53. CFSEI - Cold-Formed Steel Engineers Institute; www.cfsei.org.
54. CGA - Compressed Gas Association; www.cganet.com.
55. CIMA - Cellulose Insulation Manufacturers Association; www.cellulose.org.
56. CISCA - Ceilings & Interior Systems Construction Association; www.cisca.org.
57. CISPI - Cast Iron Soil Pipe Institute; www.cispi.org.
58. CLFMI - Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
59. CPA - Composite Panel Association; www.pbmdf.com.
60. CRI - Carpet and Rug Institute (The); www.carpet-rug.org.
61. CRRC - Cool Roof Rating Council; www.coolroofs.org.
62. CRSI - Concrete Reinforcing Steel Institute; www.crsi.org.
63. CSA - Canadian Standards Association; www.csa.ca.
64. CSA - CSA International; (Formerly: IAS - International Approval Services); www.csa-international.org.
65. CSI - Construction Specifications Institute (The); www.csinet.org.
66. CSSB - Cedar Shake & Shingle Bureau; www.cedarbureau.org.
67. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); www.cti.org.
68. CWC - Composite Wood Council; (See CPA).
69. DASMA - Door and Access Systems Manufacturers Association; www.dasma.com.
70. DHI - Door and Hardware Institute; www.dhi.org.
71. ECA - Electronic Components Association; (See ECIA).
72. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).
73. ECIA - Electronic Components Industry Association; www.eciaonline.org.
74. EIA - Electronic Industries Alliance; (See TIA).
75. EIMA - EIFS Industry Members Association; www.eima.com.

76. EJMA - Expansion Joint Manufacturers Association, Inc.; www.ejma.org.
77. ESD - ESD Association; (Electrostatic Discharge Association); www.esda.org.
78. ESTA - Entertainment Services and Technology Association; (See PLASA).
79. EVO - Efficiency Valuation Organization; www.evo-world.org.
80. FCI - Fluid Controls Institute; www.fluidcontrolsinstitute.org.
81. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); www.fiba.com.
82. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); www.fivb.org.
83. FM Approvals - FM Approvals LLC; www.fmglobal.com.
84. FM Global - FM Global; (Formerly: FMG - FM Global); www.fmglobal.com.
85. FRSA - Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.; www.floridaroof.com.
86. FSA - Fluid Sealing Association; www.fluidsealing.com.
87. FSC - Forest Stewardship Council U.S.; www.fscus.org.
88. GA - Gypsum Association; www.gypsum.org.
89. GANA - Glass Association of North America; www.glasswebsite.com.
90. GS - Green Seal; www.greenseal.org.
91. HI - Hydraulic Institute; www.pumps.org.
92. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
93. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
94. HPVA - Hardwood Plywood & Veneer Association; www.hpva.org.
95. HPW - H. P. White Laboratory, Inc.; www.hpwhite.com.
96. IAPSC - International Association of Professional Security Consultants; www.iapsc.org.
97. IAS - International Accreditation Service; www.iasonline.org.
98. IAS - International Approval Services; (See CSA).
99. ICBO - International Conference of Building Officials; (See ICC).
100. ICC - International Code Council; www.iccsafe.org.
101. ICEA - Insulated Cable Engineers Association, Inc.; www.icea.net.
102. ICPA - International Cast Polymer Alliance; www.icpa-hq.org.
103. ICRI - International Concrete Repair Institute, Inc.; www.icri.org.
104. IEC - International Electrotechnical Commission; www.iec.ch.
105. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
106. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); www.ies.org.
107. IESNA - Illuminating Engineering Society of North America; (See IES).
108. IEST - Institute of Environmental Sciences and Technology; www.iest.org.
109. IGMA - Insulating Glass Manufacturers Alliance; www.igmaonline.org.
110. IGSHPA - International Ground Source Heat Pump Association; www.igshpa.okstate.edu.
111. ILI - Indiana Limestone Institute of America, Inc.; www.iliai.com.
112. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); www.intertek.com.
113. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); www.isa.org.
114. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
115. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); www.isfanow.org.
116. ISO - International Organization for Standardization; www.iso.org.

117. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
118. ITU - International Telecommunication Union; www.itu.int/home.
119. KCMA - Kitchen Cabinet Manufacturers Association; www.kcma.org.
120. LMA - Laminating Materials Association; (See CPA).
121. LPI - Lightning Protection Institute; www.lightning.org.
122. MBMA - Metal Building Manufacturers Association; www.mbma.com.
123. MCA - Metal Construction Association; www.metalconstruction.org.
124. MFMA - Maple Flooring Manufacturers Association, Inc.; www.maplefloor.org.
125. MFMA - Metal Framing Manufacturers Association, Inc.; www.metalframingmfg.org.
126. MHIA - Material Handling Industry of America; www.mhia.org.
127. MIA - Marble Institute of America; www.marble-institute.com.
128. MMPA - Moulding & Millwork Producers Association; www.wmmpa.com.
129. MPI - Master Painters Institute; www.paintinfo.com.
130. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; www.mss-hq.org.
131. NAAMM - National Association of Architectural Metal Manufacturers; www.naamm.org.
132. NACE - NACE International; (National Association of Corrosion Engineers International); www.nace.org.
133. NADCA - National Air Duct Cleaners Association; www.nadca.com.
134. NAIMA - North American Insulation Manufacturers Association; www.naima.org.
135. NBGQA - National Building Granite Quarries Association, Inc.; www.nbgqa.com.
136. NBI - New Buildings Institute; www.newbuildings.org.
137. NCAA - National Collegiate Athletic Association (The); www.ncaa.org.
138. NCMA - National Concrete Masonry Association; www.ncma.org.
139. NEBB - National Environmental Balancing Bureau; www.nebb.org.
140. NECA - National Electrical Contractors Association; www.necanet.org.
141. NeLMA - Northeastern Lumber Manufacturers Association; www.nelma.org.
142. NEMA - National Electrical Manufacturers Association; www.nema.org.
143. NETA - InterNational Electrical Testing Association; www.netaworld.org.
144. NFHS - National Federation of State High School Associations; www.nfhs.org.
145. NFPA - National Fire Protection Association; www.nfpa.org.
146. NFPA - NFPA International; (See NFPA).
147. NFRC - National Fenestration Rating Council; www.nfrc.org.
148. NHLA - National Hardwood Lumber Association; www.nhla.com.
149. NLGA - National Lumber Grades Authority; www.nlga.org.
150. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
151. NOMMA - National Ornamental & Miscellaneous Metals Association; www.nomma.org.
152. NRCA - National Roofing Contractors Association; www.nrca.net.
153. NRMCA - National Ready Mixed Concrete Association; www.nrmca.org.
154. NSF - NSF International; www.nsf.org.
155. NSPE - National Society of Professional Engineers; www.nspe.org.
156. NSSGA - National Stone, Sand & Gravel Association; www.nssga.org.
157. NTMA - National Terrazzo & Mosaic Association, Inc. (The); www.ntma.com.
158. NWFA - National Wood Flooring Association; www.nwfa.org.
159. PCI - Precast/Prestressed Concrete Institute; www.pci.org.
160. PDI - Plumbing & Drainage Institute; www.pdionline.org.
161. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); www.plasa.org.

162. RCSC - Research Council on Structural Connections; www.boltcouncil.org.
163. RFCI - Resilient Floor Covering Institute; www.rfci.com.
164. RIS - Redwood Inspection Service; www.redwoodinspection.com.
165. SAE - SAE International; www.sae.org.
166. SCTE - Society of Cable Telecommunications Engineers; www.scte.org.
167. SDI - Steel Deck Institute; www.sdi.org.
168. SDI - Steel Door Institute; www.steeldoor.org.
169. SEFA - Scientific Equipment and Furniture Association (The); www.sefalabs.com.
170. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
171. SIA - Security Industry Association; www.siaonline.org.
172. SJI - Steel Joist Institute; www.steeljoist.org.
173. SMA - Screen Manufacturers Association; www.smainfo.org.
174. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
175. SMPTE - Society of Motion Picture and Television Engineers; www.smpte.org.
176. SPFA - Spray Polyurethane Foam Alliance; www.sprayfoam.org.
177. SPIB - Southern Pine Inspection Bureau; www.spib.org.
178. SPRI - Single Ply Roofing Industry; www.spri.org.
179. SRCC - Solar Rating & Certification Corporation; www.solar-rating.org.
180. SSINA - Specialty Steel Industry of North America; www.ssina.com.
181. SSPC - SSPC: The Society for Protective Coatings; www.sspc.org.
182. STI - Steel Tank Institute; www.steeltank.com.
183. SWI - Steel Window Institute; www.steelwindows.com.
184. SWPA - Submersible Wastewater Pump Association; www.swpa.org.
185. TCA - Tilt-Up Concrete Association; www.tilt-up.org.
186. TCNA - Tile Council of North America, Inc.; www.tileusa.com.
187. TEMA - Tubular Exchanger Manufacturers Association, Inc.; www.tema.org.
188. TIA - Telecommunications Industry Association (The); (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); www.tiaonline.org.
189. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
190. TMS - The Masonry Society; www.masonrysociety.org.
191. TPI - Truss Plate Institute; www.tpinst.org.
192. TPI - Turfgrass Producers International; www.turfgrasssod.org.
193. TRI - Tile Roofing Institute; www.tileroofing.org.
194. UL - Underwriters Laboratories Inc.; www.ul.com.
195. UNI - Uni-Bell PVC Pipe Association; www.uni-bell.org.
196. USAV - USA Volleyball; www.usavolleyball.org.
197. USGBC - U.S. Green Building Council; www.usgbc.org.
198. USITT - United States Institute for Theatre Technology, Inc.; www.usitt.org.
199. WASTEC - Waste Equipment Technology Association; www.wastec.org.
200. WCLIB - West Coast Lumber Inspection Bureau; www.wclib.org.
201. WCMA - Window Covering Manufacturers Association; www.wcmanet.org.
202. WDMA - Window & Door Manufacturers Association; www.wdma.com.
203. WI - Woodwork Institute; www.wicnet.org.
204. WSRCA - Western States Roofing Contractors Association; www.wsrca.com.
205. WWPA - Western Wood Products Association; www.wwpa.org.

B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.

1. ICC - International Code Council; www.iccsafe.org.
2. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.

C. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CFR - Code of Federal Regulations; Available from Government Printing Office; www.gpo.gov/fdsys.
2. DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; www.quicksearch.dla.mil.
3. DSCC - Defense Supply Center Columbus; (See FS).
4. FED-STD - Federal Standard; (See FS).
5. FS - Federal Specification; Available from DLA Document Services; www.quicksearch.dla.mil.
    a. Available from Defense Standardization Program; www.dsp.dla.mil.
    b. Available from General Services Administration; www.gsa.gov.
    c. Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org/ccb.
6. MILSPEC - Military Specification and Standards; (See DOD).
7. USAB - United States Access Board; www.access-board.gov.
8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).

D. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CBHF; State of California; Department of Consumer Affairs; Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation; www.bearhfti.ca.gov.
2. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; www.calregs.com.
3. CDHS; California Department of Health Services; (See CDPH).
4. CDPH; California Department of Public Health; Indoor Air Quality Program; www.cal-iaq.org.
5. CPUC; California Public Utilities Commission; www.cpuc.ca.gov.
6. SCAQMD; South Coast Air Quality Management District; www.aqmd.gov.
7. TFS; Texas A&M Forest Service; Sustainable Forestry and Economic Development; www.txforestservice.tamu.edu.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

# SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. Related Requirements:

1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

C. Bidder shall work with Owner for any temporary facilities.

### 1.2 USE CHARGES

A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.

B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

### 1.3 INFORMATIONAL SUBMITTALS

A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

B. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate. Include the following:

1. Locations of dust-control partitions at each phase of work.
2. HVAC system isolation schematic drawing.
3. Location of proposed air-filtration system discharge.
4. Waste handling procedures.
5. Other dust-control measures.

1.4 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

C. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

1.5 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil minimum thickness, with flame-spread rating of 15 or less per ASTM E 84 and passing NFPA 701 Test Method 2.

B. Dust-Control Adhesive-Surface Walk-off Mats: Provide mats minimum 36 by 60 inches.

2.2 TEMPORARY FACILITIES

A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.

2.3 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary."

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.

1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

1. Toilets: Use of Owner's existing toilet facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

D. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.

E. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.

1. Prior to commencing work, isolate the HVAC system in area where work is to be performed according to coordination drawings.

a. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.

b. Maintain negative air pressure within work area using HEPA-equipped air-filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.

2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.
3. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.

F. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.

1. Provide dehumidification systems when required to reduce substrate moisture levels to level required to allow installation or application of finishes.

G. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.

H. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
2. Install lighting for Project identification sign.

## 3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. Temporary Use of Permanent Roads and Paved Areas: Locate temporary roads and paved areas in same location as permanent roads and paved areas. Construct and maintain temporary roads and paved areas adequate for construction operations. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.

1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.

2. Recondition base after temporary use, including removing contaminated material, regrading, proof rolling, compacting, and testing.

C. Traffic Controls: Comply with requirements of authorities having jurisdiction.

1. Protect existing site improvements to remain including curbs, pavement, and utilities.
2. Maintain access for fire-fighting equipment and access to fire hydrants.

D. Parking: Use designated areas of Owner's existing parking areas for construction personnel.

E. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."

F. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

G. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.

1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.

## 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

1. Comply with work restrictions specified in Section 011000 "Summary."

C. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

D. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.

E. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise.

1. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant-treated plywood on construction operations side.
2. Construct dustproof partitions with two layers of 6-mil polyethylene sheet on each side. Cover floor with two layers of 6-mil polyethylene sheet, extending sheets 18 inches up the sidewalls. Overlap and tape full length of joints. Cover floor with fire-retardant-treated plywood.

    a. Construct vestibule and airlock at each entrance through temporary partition with not less than 48 inches between doors. Maintain water-dampened foot mats in vestibule.

3. Where fire-resistance-rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
4. Insulate partitions to control noise transmission to occupied areas.
5. Seal joints and perimeter. Equip partitions with gasketed dustproof doors and security locks where openings are required.
6. Protect air-handling equipment.
7. Provide walk-off mats at each entrance through temporary partition.

F. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.

1. Prohibit smoking in construction areas.
2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

## 3.5 MOISTURE AND MOLD CONTROL

A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.

B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:

1. Protect porous materials from water damage.
2. Protect stored and installed material from flowing or standing water.
3. Keep porous and organic materials from coming into prolonged contact with concrete.
4. Remove standing water from decks.
5. Keep deck openings covered or dammed.

C. Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:

1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
2. Use permanent HVAC system to control humidity.
3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.

    a. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for 48 hours are considered defective.
    b. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record readings beginning at time of exposure and continuing daily for 48 hours. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.
    c. Remove materials that cannot be completely restored to their manufactured moisture level within 48 hours.

## 3.6 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Operate Project-identification-sign lighting daily from dusk until 12:00 midnight.

D. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

E. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace

street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.

3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

# SECTION 016000 - PRODUCT REQUIREMENTS

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

B. Related Requirements:

1. Section 012500 "Substitution Procedures" for requests for substitutions.
2. Section 014200 "References" for applicable industry standards for products specified.

### 1.2 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

### 1.3 ACTION SUBMITTALS

A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 10 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

    a. Form of Approval: As specified in Section 013300 "Submittal Procedures."
    b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

## 1.4 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

## 1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.

4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.
7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

## 1.6 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

# PART 2 - PRODUCTS

## 2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
3. Products:

    a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered.
    b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.

4. Manufacturers:

    a. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.

5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.

D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## 2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:

1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

## PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

# SECTION 017300 - EXECUTION

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. Field engineering and surveying.
3. Installation of the Work.
4. Cutting and patching.
5. Coordination of Owner-installed products.
6. Progress cleaning.
7. Starting and adjusting.
8. Protection of installed construction.

B. Related Requirements:

1. Section 011000 "Summary" for limits on use of Project site.
2. Section 013300 "Submittal Procedures" for submitting surveys.
3. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
4. Section 024119 "Selective Demolition" for demolition and removal of selected portions of the building.
5. Section 078413 "Penetration Firestopping" for patching penetrations in fire-rated construction.

### 1.2 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

### 1.3 INFORMATIONAL SUBMITTALS

A. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:

1. Extent: Describe reason for and extent of each occurrence of cutting and patching.

2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
3. Products: List products to be used for patching and firms or entities that will perform patching work.
4. Dates: Indicate when cutting and patching will be performed.
5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.

    a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.

B. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

## 1.4 QUALITY ASSURANCE

A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection
2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.

    a. Primary operational systems and equipment.
    b. Fire separation assemblies.
    c. Air or smoke barriers.
    d. Fire-suppression systems.
    e. Mechanical systems piping and ducts.
    f. Control systems.
    g. Communication systems.
    h. Fire-detection and -alarm systems.
    i. Conveying systems.
    j. Electrical wiring systems.
    k. Operating systems of special construction.

3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.

    a. Water, moisture, or vapor barriers.
    b. Membranes and flashings.
    c. Exterior curtain-wall construction.
    d. Sprayed fire-resistive material.
    e. Equipment supports.
    f. Piping, ductwork, vessels, and equipment.
    g. Noise- and vibration-control elements and systems.

4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

C. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

D. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with sustainable design requirements.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

1. Description of the Work.
2. List of detrimental conditions, including substrates.
3. List of unacceptable installation tolerances.
4. Recommended corrections.

D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before

fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

## 3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.

B. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

## 3.4 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

## 3.5 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

C. Temporary Support: Provide temporary support of work to be cut.

D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 011000 "Summary."

F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
6. Proceed with patching after construction operations requiring cutting are complete.

H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.

    a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    b. Restore damaged pipe covering to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

    a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.

5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

## 3.6 OWNER-INSTALLED PRODUCTS

A. Site Access: Provide access to Project site for Owner's construction personnel.

B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.

1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
2. Preinstallation Conferences: Include Owner's construction personnel at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

## 3.7 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

    a. Use containers intended for holding waste materials of type to be stored.

4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 017419 "Construction Waste Management and Disposal."

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

## 3.8 STARTING AND ADJUSTING

A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

## 3.9 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

# SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

A. Section includes administrative and procedural requirements for the following:

1. Salvaging nonhazardous demolition and construction waste.
2. Recycling nonhazardous demolition and construction waste.
3. Disposing of nonhazardous demolition and construction waste.

### 1.3 DEFINITIONS

A. Construction Waste: Building, structure, and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

B. Demolition Waste: Building, structure, and site improvement materials resulting from demolition operations.

C. Disposal: Removal of demolition or construction waste and subsequent salvage, sale, recycling, or deposit in landfill, incinerator acceptable to authorities having jurisdiction, or designated spoil areas on Owner’s property.

D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.

F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

### 1.4 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition and construction waste becomes property of Contractor.

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged or recycled, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. General: Except for items or materials to be salvaged or recycled, remove waste materials and legally dispose of at designated spoil areas on Owner’s property.

C. Burning: Do not burn waste materials.

D. Burning: Burning of waste materials is permitted only at designated areas on Owner's property, provided required permits are obtained. Provide full-time monitoring for burning materials until fires are extinguished.

END OF SECTION 017419

# SECTION 017700 - CLOSEOUT PROCEDURES

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final Completion procedures.
3. List of incomplete items.
4. Submittal of Project warranties.
5. Final cleaning.

B. Related Requirements:

1. Section 012900 "Payment Procedures" for requirements for Applications for Payment for Substantial Completion and Final Completion.

### 1.2 DEFINITIONS

A. List of Incomplete Items: Contractor-prepared list of items to be completed or corrected, prepared for the Architect's use prior to Architect's inspection, to determine if the Work is substantially complete.

### 1.3 ACTION SUBMITTALS

A. Product Data: For each type of cleaning agent.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at Final Completion.

### 1.4 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

C. Field Report: For pest-control inspection.

## 1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items required by other Sections.

## 1.6 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of ten (10) days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Owner. Label with manufacturer's name and model number.

    a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Owner's signature for receipt of submittals.

5. Submit testing, adjusting, and balancing records.
6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
3. Complete startup and testing of systems and equipment.
4. Perform preventive maintenance on equipment used prior to Substantial Completion.
5. Advise Owner of changeover in utility services.

6. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
8. Complete final cleaning requirements.
9. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

## 1.7 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:

1. Submit a final Application for Payment in accordance with Section 012900 "Payment Procedures."
2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list will state that each item has been completed or otherwise resolved for acceptance.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit Final Completion photographic documentation.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

## PART 3 - EXECUTION

### 3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

    a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
    b. Remove tools, construction equipment, machinery, and surplus material from Project site.
    c. Remove snow and ice to provide safe access to building.
    d. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    e. Remove debris and surface dust from limited-access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    f. Clean flooring, removing debris, dirt, and staining; clean in accordance with manufacturer's instructions.
    g. Vacuum and mop concrete.
    h. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
    i. Remove labels that are not permanent.
    j. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
    k. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
    l. Clean ducts, blowers, and coils.

1) Clean HVAC system in compliance with NADCA ACR. Provide written report on completion of cleaning.

m. Clean luminaires, lamps, globes, and reflectors to function with full efficiency.
n. Clean strainers.
o. Leave Project clean and ready for occupancy.

C. Construction Waste Disposal: Comply with waste-disposal requirements in Section 017419 "Construction Waste Management and Disposal."

## 3.2 CORRECTION OF THE WORK

A. Complete repair and restoration operations required by "Correction of the Work" Article in Section 017300 "Execution" before requesting inspection for determination of Substantial Completion.

END OF SECTION 017700

# SECTION 017823 - OPERATION AND MAINTENANCE DATA

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Operation and maintenance documentation directory.
2. Emergency manuals.
3. Operation manuals for systems, subsystems, and equipment.
4. Product maintenance manuals.
5. Systems and equipment maintenance manuals.

B. Related Requirements:

1. Section 013300 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.

### 1.2 DEFINITIONS

A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.

B. Subsystem: A portion of a system with characteristics similar to a system.

### 1.3 CLOSEOUT SUBMITTALS

A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.

1. Architect will comment on whether content of operations and maintenance submittals are acceptable.
2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.

B. Format: Submit operations and maintenance manuals in the following format:

1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect.

a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
b. Enable inserted reviewer comments on draft submittals.

2. Three paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Architect will return two copies.

C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Architect will comment on whether general scope and content of manual are acceptable.

D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect will return copy with comments.

1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's comments and prior to commencing demonstration and training.

## PART 2 - PRODUCTS

### 2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information. Include a section in the directory for each of the following:

1. List of documents.
2. List of systems.
3. List of equipment.
4. Table of contents.

B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.

C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:

1. Title page.
2. Table of contents.
3. Manual contents.

B. Title Page: Include the following information:

1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name and contact information for Contractor.
6. Name and contact information for Construction Manager.
7. Name and contact information for Architect.
8. Name and contact information for Commissioning Authority.
9. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
10. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

E. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.

1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

F. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.

1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

    a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
    b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.

    a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
    b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

## 2.3 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:

1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
2. Performance and design criteria if Contractor has delegated design responsibility.
3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:

1. Product name and model number. Use designations for products indicated on Contract Documents.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed and identify color-coding where required for identification.

## 2.4 PRODUCT MAINTENANCE MANUALS

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

## PART 3 - EXECUTION

### 3.1 MANUAL PREPARATION

A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

1. Do not use original project record documents as part of operation and maintenance manuals.
2. Comply with requirements of newly prepared record Drawings in Section 017839 "Project Record Documents."

F. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

# SECTION 017839 - PROJECT RECORD DOCUMENTS

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.
4. Miscellaneous record submittals.

B. Related Requirements:

1. Section 017300 "Execution" for final property survey.
2. Section 017700 "Closeout Procedures" for general closeout procedures.
3. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

### 1.2 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit one set(s) of marked-up record prints.
2. Number of Copies: Submit copies of record Drawings as follows:

a. Initial Submittal:

1) Submit PDF electronic files of scanned record prints and one of file prints.

b. Final Submittal:

1) Submit PDF electronic files of scanned record prints and three set(s) of prints.
2) Print each drawing, whether or not changes and additional information were recorded.

B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.

1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

D. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit annotated PDF electronic files and directories of each submittal.

E. Reports: Submit written report weekly indicating items incorporated into project record documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

## PART 2 - PRODUCTS

### 2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

    a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    b. Accurately record information in an acceptable drawing technique.
    c. Record data as soon as possible after obtaining it.
    d. Record and check the markup before enclosing concealed installations.
    e. Cross-reference record prints to corresponding archive photographic documentation.

2. Content: Types of items requiring marking include, but are not limited to, the following:

    a. Dimensional changes to Drawings.
    b. Revisions to details shown on Drawings.
    c. Depths of foundations below first floor.
    d. Locations and depths of underground utilities.
    e. Revisions to routing of piping and conduits.
    f. Revisions to electrical circuitry.
    g. Actual equipment locations.
    h. Duct size and routing.
    i. Locations of concealed internal utilities.
    j. Changes made by Change Order or Construction Change Directive.
    k. Changes made following Architect's written orders.
    l. Details not on the original Contract Drawings.
    m. Field records for variable and concealed conditions.
    n. Record information on the Work that is shown only schematically.

3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:

1. Format: Same digital data software program, version, and operating system as the original Contract Drawings.
2. Format: DWG, Version 2014, Microsoft Windows operating system.
3. Format: Annotated PDF electronic file with comment function enabled.
4. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
5. Refer instances of uncertainty to Architect for resolution.
6. Architect will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.

    a. See Section 013300 "Submittal Procedures" for requirements related to use of Architect's digital data files.
    b. Architect will provide data file layer information. Record markups in separate layers.

C. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing record Drawings where Architect determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.

1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.
2. Consult Architect for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared record Drawings into record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.

D. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Format: Annotated PDF electronic file with comment function enabled.

3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
4. Identification: As follows:

    a. Project name.
    b. Date.
    c. Designation "PROJECT RECORD DRAWINGS."
    d. Name of Architect.
    e. Name of Contractor.

## 2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
5. Note related Change Orders, record Product Data, and record Drawings where applicable.

B. Format: Submit record Specifications as annotated PDF electronic file.

## 2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, record Specifications, and record Drawings where applicable.

B. Format: Submit record Product Data as annotated PDF electronic file.

1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

2.4 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

B. Format: Submit miscellaneous record submittals as PDF electronic file.

1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.

B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION 017839

# SECTION 024119 - SELECTIVE DEMOLITION

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.
2. Demolition and removal of selected site elements.
3. Salvage of existing items to be reused or recycled.

B. Related Requirements:

1. Section 011000 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.
2. Section 017300 "Execution" for cutting and patching procedures.
3. Section 013516 "Alteration Project Procedures" for general protection and work procedures for alteration projects.

### 1.2 DEFINITIONS

A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.

B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.

C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.

D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

E. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

### 1.3 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.4 INFORMATIONAL SUBMITTALS

A. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property for dust control and for noise control. Indicate proposed locations and construction of barriers.

B. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
2. Interruption of utility services. Indicate how long utility services will be interrupted.
3. Coordination for shutoff, capping, and continuation of utility services.
4. Use of elevator and stairs.
5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

C. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by salvage and demolition operations. Submit before Work begins.

D. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

1.5 CLOSEOUT SUBMITTALS

A. Inventory: Submit a list of items that have been removed and salvaged.

1.6 FIELD CONDITIONS

A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

D. Storage or sale of removed items or materials on-site is not permitted.

E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition operations.

1.7 COORDINATION

A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.

C. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.

1. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.2 PREPARATION

A. Refrigerant: Before starting demolition, remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction.

3.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.

1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
2. Arrange to shut off utilities with utility companies.
3. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
4. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.

a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material and leave in place.

## 3.4 PROTECTION

A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
4. Cover and protect furniture, furnishings, and equipment that have not been removed.
5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."

## 3.5 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.

4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
5. Maintain adequate ventilation when using cutting torches.
6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
7. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
8. Dispose of demolished items and materials promptly.

B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with walkways, and other adjacent occupied and used facilities.

C. Removed and Salvaged Items:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area designated by Owner.
5. Protect items from damage during transport and storage.

D. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

## 3.6 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, and then remove concrete between saw cuts.

B. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.

C. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.

D. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI's "Recommended Work Practices for the Removal of Resilient Floor Coverings

## 3.7 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove demolition waste materials from Project site

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
4. Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."

B. Burning: Do not burn demolished materials.

## 3.8 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

# SECTION 033000 - CAST-IN-PLACE CONCRETE

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section Includes:

1. Cast-in-place concrete, including concrete materials, mixture design, placement procedures, and finishes.

### 1.2 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash, slag cement, other pozzolans, and silica fume; materials subject to compliance with requirements.

B. Water/Cement Ratio (w/cm): The ratio by weight of water to cementitious materials.

### 1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Require representatives of each entity directly concerned with cast-in-place concrete to attend, including the following:

a. Contractor's superintendent.
b. Independent testing agency responsible for concrete design mixtures.
c. Ready-mix concrete manufacturer.
d. Concrete Subcontractor.
e. Special concrete finish Subcontractor.

2. Review the following:

a. Special inspection and testing and inspecting agency procedures for field quality control.
b. Construction joints, control joints, isolation joints, and joint-filler strips.
c. Semirigid joint fillers.
d. Vapor-retarder installation.
e. Anchor rod and anchorage device installation tolerances.
f. Cold and hot weather concreting procedures.
g. Concrete finishes and finishing.
h. Curing procedures.
i. Forms and form-removal limitations.

j. Shoring and reshoring procedures.
k. Methods for achieving specified floor and slab flatness and levelness.
l. Floor and slab flatness and levelness measurements.
m. Concrete repair procedures.
n. Concrete protection.
o. Initial curing and field curing of field test cylinders (ASTM C31/C31M.)
p. Protection of field cured field test cylinders.

1.4 ACTION SUBMITTALS

A. Product Data: For each of the following.

1. Portland cement.
2. Fly ash.
3. Slag cement.
4. Blended hydraulic cement.
5. Silica fume.
6. Performance-based hydraulic cement
7. Aggregates.
8. Admixtures:

a. Include limitations of use, including restrictions on cementitious materials, supplementary cementitious materials, air entrainment, aggregates, temperature at time of concrete placement, relative humidity at time of concrete placement, curing conditions, and use of other admixtures.

9. Color pigments.
10. Fiber reinforcement.
11. Vapor retarders.
12. Floor and slab treatments.
13. Liquid floor treatments.
14. Curing materials.
15. Joint fillers.
16. Repair materials.

B. Design Mixtures: For each concrete mixture, include the following:

1. Mixture identification.
2. Minimum 28-day compressive strength.
3. Durability exposure class.
4. Maximum w/cm.
5. Calculated equilibrium unit weight, for lightweight concrete.
6. Slump limit.
7. Air content.
8. Nominal maximum aggregate size.
9. Steel-fiber reinforcement content.
10. Synthetic micro-fiber content.

11. Indicate amounts of mixing water to be withheld for later addition at Project site if permitted.
12. Intended placement method.
13. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

C. Shop Drawings:

1. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.

a. Location of construction joints is subject to approval of the Architect.

D. Concrete Schedule: For each location of each Class of concrete indicated in "Concrete Mixtures" Article, including the following:

1. Concrete Class designation.
2. Location within Project.
3. Exposure Class designation.
4. Formed Surface Finish designation and final finish.
5. Final finish for floors.
6. Curing process.
7. Floor treatment if any.

## 1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For the following:

1. Installer: Include copies of applicable ACI certificates.
2. Ready-mixed concrete manufacturer.
3. Testing agency: Include copies of applicable ACI certificates.

B. Material Certificates: For each of the following, signed by manufacturers:

1. Cementitious materials.
2. Admixtures.
3. Curing compounds.
4. Floor and slab treatments.
5. Bonding agents.
6. Adhesives.
7. Semirigid joint filler.
8. Joint-filler strips.
9. Repair materials.

C. Material Test Reports: For the following, from a qualified testing agency:

1. Portland cement.
2. Fly ash.

3. Slag cement.
4. Blended hydraulic cement.
5. Silica fume.
6. Performance-based hydraulic cement.
7. Aggregates.
8. Admixtures:

D. Floor surface flatness and levelness measurements report, indicating compliance with specified tolerances.

E. Research Reports:

1. For concrete admixtures in accordance with ICC's Acceptance Criteria AC198.
2. For sheet vapor retarder/termite barrier, showing compliance with ICC AC380.

F. Preconstruction Test Reports: For each mix design.

G. Field quality-control reports.

H. Minutes of preinstallation conference.

## 1.6 QUALITY ASSURANCE

A. Installer Qualifications: A qualified installer who employs Project personnel qualified as an ACI-certified Flatwork Technician and Finisher and a supervisor who is a certified ACI Flatwork Concrete Finisher/Technician or an ACI Concrete Flatwork Technician.

1. Post-Installed Concrete Anchors Installers: ACI-certified Adhesive Anchor Installer.

B. Ready-Mixed Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C94/C94M requirements for production facilities and equipment.

1. Manufacturer certified in accordance with NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

C. Laboratory Testing Agency Qualifications: A testing agency qualified in accordance with ASTM C1077 and ASTM E329 for testing indicated and employing an ACI-certified Concrete Quality Control Technical Manager.

1. Personnel performing laboratory tests to be an ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician, Grade I. Testing agency laboratory supervisor to be an ACI-certified Concrete Laboratory Testing Technician, Grade II.

D. Field Quality-Control Testing Agency Qualifications: An independent agency, **acceptable to authorities having jurisdiction,** qualified in accordance with ASTM C1077 and ASTM E329 for testing indicated.

## 1.7 PRECONSTRUCTION TESTING

A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on each concrete mixture.

1. Include the following information in each test report:

a. Admixture dosage rates.
b. Slump.
c. Air content.
d. Seven-day compressive strength.
e. 28-day compressive strength.
f. Permeability.

## 1.8 DELIVERY, STORAGE, AND HANDLING

A. Comply with ASTM C94/C94M and ACI 301 (ACI 301M).

## 1.9 FIELD CONDITIONS

A. Cold-Weather Placement: Comply with ACI 301 (ACI 301M) and ACI 306.1 and as follows.

1. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
2. When average high and low temperature is expected to fall below 40 deg F (4.4 deg C) for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301 (ACI 301M).
3. Do not use frozen materials or materials containing ice or snow.
4. Do not place concrete in contact with surfaces less than 35 deg F (1.7 deg C), other than reinforcing steel.
5. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.

B. Hot-Weather Placement: Comply with ACI 301 (ACI 301M) and ACI 305.1 (ACI 305.1M), and as follows:

1. Maintain concrete temperature at time of discharge to not exceed 95 deg F (35 deg C).
2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

## 1.10 WARRANTY

A. Manufacturer's Warranty: Manufacturer agrees to furnish replacement sheet vapor retarder/termite barrier material and accessories for sheet vapor retarder/ termite barrier and accessories that do not comply with requirements or that fail to resist penetration by termites within specified warranty period.

1. Warranty Period: 10 years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 CONCRETE, GENERAL

A. ACI Publications: Comply with ACI 301 (ACI 301M) unless modified by requirements in the Contract Documents.

### 2.2 CONCRETE MATERIALS

A. Source Limitations:

1. Obtain all concrete mixtures from a single ready-mixed concrete manufacturer for entire Project.
2. Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant.
3. Obtain aggregate from single source.
4. Obtain each type of admixture from single source from single manufacturer.

B. Cementitious Materials:

1. Portland Cement: ASTM C150/C150M, **Type I**
2. Fly Ash: ASTM C618, Class C or F.
3. Slag Cement: ASTM C989/C989M, Grade 100 or 120.
4. Blended Hydraulic Cement: ASTM C595/C595M
5. Silica Fume: ASTM C1240 amorphous silica.
6. Performance-Based Hydraulic Cement: ASTM C1157/C1157M: **Type GU, general use**

C. Normal-Weight Aggregates: ASTM C33/C33M, provide aggregates from a single source.

1. Alkali-Silica Reaction: Comply with one of the following:

a. Expansion Result of Aggregate: Not more than 0.04 percent at one-year when tested in accordance with ASTM C1293.
b. Expansion Results of Aggregate and Cementitious Materials in Combination: Not more than 0.10 percent at an age of 16 days when tested in accordance with ASTM C1567.
c. Alkali Content in Concrete: Not more than 4 lb./cu. yd. (2.37 kg/cu. m) for moderately reactive aggregate or 3 lb./cu. yd. (1.78 kg/cu. m) for highly reactive aggregate, when tested in accordance with ASTM C1293 and categorized in accordance with ASTM C1778, based on alkali content being calculated in accordance with ACI 301 (ACI 301M).

2. Maximum Coarse-Aggregate Size: **1-1/2 inches (38 mm)**.
3. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

D. Air-Entraining Admixture: ASTM C260/C260M.

E. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.

1. Water-Reducing Admixture: ASTM C494/C494M, Type A.
2. Retarding Admixture: ASTM C494/C494M, Type B.
3. Water-Reducing and -Retarding Admixture: ASTM C494/C494M, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C494/C494M, Type F.
5. High-Range, Water-Reducing and -Retarding Admixture: ASTM C494/C494M, Type G.
6. Plasticizing and Retarding Admixture: ASTM C1017/C1017M, Type II.

F. Water and Water Used to Make Ice: ASTM C94/C94M.

## 2.3 CURING MATERIALS

A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. BASF Construction Chemicals - Building Systems; Confilm.
b. ChemMasters; SprayFilm.
c. Euclid Chemical Company (The), an RPM company; Eucobar.
d. Meadows, W. R., Inc.; EVAPRE.
e. Sika Corporation; SikaFilm.
f. SpecChem, LLC; Spec Film.
g. TK Products, Division of Sierra Corporation; TK-2120 TRI-FILM.
h. Unitex; PRO-FILM.
i. Vexcon Chemicals, Inc.; Certi-Vex Envio Set.

B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) when dry.

C. Moisture-Retaining Cover: ASTM C171, polyethylene film burlap-polyethylene sheet.

## 2.4 RELATED MATERIALS

A. Expansion- and Isolation-Joint-Filler Strips: **ASTM D1751, asphalt-saturated cellulosic fiber or ASTM D1752, cork or self-expanding cork**.

B. Semirigid Joint Filler: Two-component, semirigid, 100 percent solids, **epoxy resin with a Type A shore durometer hardness of 80** in accordance with ASTM D2240.

C. Bonding Agent: ASTM C1059/C1059M, Type II, nonredispersible, acrylic emulsion or styrene butadiene.

D. Epoxy Bonding Adhesive: ASTM C881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade and class to suit requirements, and as follows:

1. **Types IV and V, load bearing**, for bonding hardened or freshly mixed concrete to hardened concrete.

## 2.5 REPAIR MATERIALS

A. Repair Underlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/8 inch (3 mm) and that can be feathered at edges to match adjacent floor elevations.

1. Cement Binder: ASTM C150/C150M portland cement or hydraulic or blended hydraulic cement, as defined in ASTM C219.
2. Primer: Product of underlayment manufacturer recommended for substrate, conditions, and application.
3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch (3 to 6 mm) or coarse sand, as recommended by underlayment manufacturer.
4. Compressive Strength: Not less than **4100 psi (29 MPa)** at 28 days when tested in accordance with ASTM C109/C109M.

B. Repair Overlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/4 inch (6 mm) and that can be filled in over a scarified surface to match adjacent floor elevations.

1. Cement Binder: ASTM C150/C150M portland cement or hydraulic or blended hydraulic cement, as defined in ASTM C219.
2. Primer: Product of topping manufacturer recommended for substrate, conditions, and application.
3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch (3.2 to 6 mm) or coarse sand as recommended by topping manufacturer.
4. Compressive Strength: Not less than **5000 psi (34.5 MPa)** at 28 days when tested in accordance with ASTM C109/C109M.

## 2.6 CONCRETE MIXTURES, GENERAL

A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, in accordance with ACI 301 (ACI 301M).

1. Use a qualified testing agency for preparing and reporting proposed mixture designs, based on laboratory trial mixtures.

B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:

1. Fly Ash or Other Pozzolans: 25 percent by mass.
2. Slag Cement: 50 percent by mass.
3. Silica Fume: 10 percent by mass.
4. Total of Fly Ash or Other Pozzolans, Slag Cement, and Silica Fume: 50 percent by mass, with fly ash or pozzolans not exceeding 25 percent by mass and silica fume not exceeding 10 percent by mass.
5. Total of Fly Ash or Other Pozzolans and Silica Fume: 35 percent by mass with fly ash or pozzolans not exceeding 25 percent by mass and silica fume not exceeding 10 percent by mass.

## 2.7 CONCRETE MIXTURES

1. Minimum Compressive Strength: **4000 psi (27.6 MPa)** at 28 days.
2. Maximum w/cm: **0.45**.

    a. Exposure Classes F2 and F3: **6 percent, plus or minus 1.5 percent at point of delivery for concrete containing 3/4-inch (19-mm) nominal maximum aggregate size**

3. Limit water-soluble, chloride-ion content in hardened concrete to **0.30** percent by weight of cement.

## 2.8 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete in accordance with ASTM C94/C94M **and ASTM C1116/C1116M**, and furnish batch ticket information.

# PART 3 - EXECUTION

## 3.1 EXAMINATION

A. Verification of Conditions:

1. Before placing concrete, verify that installation of concrete forms, accessories, and reinforcement, and embedded items is complete and that required inspections have been performed.
2. Do not proceed until unsatisfactory conditions have been corrected.

## 3.2 PREPARATION

A. Provide reasonable auxiliary services to accommodate field testing and inspections, acceptable to testing agency, including the following:

1. Daily access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Secure space for storage, initial curing, and field curing of test samples, including source of water and continuous electrical power at Project site during site curing period for test samples.
4. Security and protection for test samples and for testing and inspection equipment at Project site.

## 3.3 INSTALLATION OF EMBEDDED ITEMS

A. Place and secure anchorage devices and other embedded items required for adjoining Work that is attached to or supported by cast-in-place concrete.

1. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
2. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of ANSI/AISC 303.

## 3.4 JOINTS

A. Construct joints true to line, with faces perpendicular to surface plane of concrete.

## 3.5 CONCRETE PLACEMENT

A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items, is complete and that required inspections are completed.

B. Notify Architect and testing and inspection agencies 24 hours prior to commencement of concrete placement.

C. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Architect in writing, but not to exceed the amount indicated on the concrete delivery ticket.

D. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.

1. Do not place concrete floors and slabs in a checkerboard sequence.
2. Consolidate concrete during placement operations, so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
3. Maintain reinforcement in position on chairs during concrete placement.

4. Screed slab surfaces with a straightedge and strike off to correct elevations.
5. Level concrete, cut high areas, and fill low areas.
6. Slope surfaces uniformly to drains where required.
7. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface.
8. Do not further disturb slab surfaces before starting finishing operations.

## 3.6 FINISHING FORMED SURFACES

A. As-Cast Surface Finishes:

1. ACI 301 (ACI 301M) Surface Finish SF-1.0: As-cast concrete texture imparted by form-facing material.

a. Patch voids larger than 1-1/2 inches (38 mm) wide or 1/2 inch (13 mm) deep.
b. Remove projections larger than 1 inch (25 mm).
c. Tie holes do not require patching.
d. Surface Tolerance: ACI 117 (ACI 117M) Class D.
e. Apply to concrete surfaces **not exposed to public view**.

B. Rubbed Finish: Apply the following to as cast surface finishes where indicated on Drawings:

1. Smooth-Rubbed Finish:

a. Perform no later than one day after form removal.
b. Moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture.
c. If sufficient cement paste cannot be drawn from the concrete by the rubbing process, use a grout made from the same cementitious materials used in the in-place concrete.

C. Related Unformed Surfaces:

1. At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a color and texture matching adjacent formed surfaces.
2. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

## 3.7 FINISHING FLOORS AND SLABS

A. Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

B. Trowel Finish:

1. After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel.
2. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance.
3. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
4. Do not add water to concrete surface.
5. Do not apply hard-troweled finish to concrete, which has a total air content greater than 3 percent.
6. Apply a trowel finish to surface **to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin-film-finish coating system**
7. Finish surfaces to the following tolerances, in accordance with ASTM E1155 (ASTM E1155M), for a randomly trafficked floor surface:

    a. Suspended Slabs:

        1) Specified overall values of flatness, $F_F$ 35; and of levelness, $F_L$ 20; with minimum local values of flatness, $F_F$ 24; and of levelness, $F_L$ 15.
        2) Specified overall values of flatness, $F_F$ 45; and of levelness, $F_L$ 35; with minimum local values of flatness, $F_F$ 30; and of levelness, $F_L$ 24.

C. Trowel and Fine-Broom Finish: Apply a first trowel finish to surfaces **indicated on Drawings.** While concrete is still plastic, slightly scarify surface with a fine broom perpendicular to main traffic route.

1. Coordinate required final finish with Architect before application.
2. Comply with flatness and levelness tolerances for trowel-finished floor surfaces.

D. Slip-Resistive Finish: Before final floating, apply slip-resistive **aggregate** finish to concrete stair treads, platforms, ramps as indicated on Drawings

1. Apply in accordance with manufacturer's written instructions and as follows:

    a. Uniformly spread **25 lb/100 sq. ft. (12 kg/10 sq. m)** of dampened slip-resistive **aggregate** over surface in one or two applications.
    b. Tamp aggregate flush with surface, but do not force below surface.
    c. After broadcasting and tamping, apply float finish.
    d. After curing, lightly work surface with a steel wire brush or an abrasive stone and water to expose slip-resistive **aggregate**.

## 3.8 INSTALLATION OF MISCELLANEOUS CONCRETE ITEMS

A. Filling In:

1. Fill in holes and openings left in concrete structures after Work of other trades is in place unless otherwise indicated.
2. Mix, place, and cure concrete, as specified, to blend with in-place construction.

3. Provide other miscellaneous concrete filling indicated or required to complete the Work.

## 3.9 CONCRETE CURING

A. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

1. Comply with ACI 301 (ACI 301M) and ACI 306.1 for cold weather protection during curing.
2. Comply with ACI 301 (ACI 301M) and ACI 305.1 (ACI 305.1M) for hot-weather protection during curing.

B. Curing Formed Surfaces: Comply with ACI 308.1 (ACI 308.1M) as follows:

1. Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces.
2. Cure concrete containing color pigments in accordance with color pigment manufacturer's instructions.
3. If forms remain during curing period, moist cure after loosening forms.

C. Curing Unformed Surfaces: Comply with ACI 308.1 (ACI 308.1M) as follows:

1. Begin curing immediately after finishing concrete.
2. Interior Concrete Floors:

a. Floors to Receive Floor Coverings Specified in Other Sections: Contractor has option of the following:

1) Absorptive Cover: As soon as concrete has sufficient set to permit application without marring concrete surface, install prewetted absorptive cover over entire area of floor.

a) Lap edges and ends of absorptive cover not less than 12 inches (300 mm).
b) Maintain absorptive cover water saturated, and in place, for duration of curing period, but not less than seven days.

2) Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive.

a) Immediately repair any holes or tears during curing period, using cover material and waterproof tape.
b) Cure for not less than seven days.

3) Ponding or Continuous Sprinkling of Water: Maintain concrete surfaces continuously wet for not less than seven days, utilizing one, or a combination of, the following:

a) Water.
b) Continuous water-fog spray.

b. Floors to Receive Polished Finish: Contractor has option of the following:

1) Absorptive Cover: As soon as concrete has sufficient set to permit application without marring concrete surface, install prewetted absorptive cover over entire area of floor.

a) Lap edges and ends of absorptive cover not less than 12 inches (300 mm).
b) Maintain absorptive cover water saturated, and in place, for duration of curing period, but not less than seven days.

2) Ponding or Continuous Sprinkling of Water: Maintain concrete surfaces continuously wet for not less than seven days, utilizing one, or a combination of, the following:

a) Water.
b) Continuous water-fog spray.

## 3.10 TOLERANCES

A. Conform to ACI 117 (ACI 117M).

## 3.11 JOINT FILLING

A. Prepare, clean, and install joint filler in accordance with manufacturer's written instructions.

1. Defer joint filling until concrete has aged at least [**one**] [**six**] month(s).
2. Do not fill joints until construction traffic has permanently ceased.

B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joints clean and dry.

C. Install semirigid joint filler full depth in saw-cut joints and at least 2 inches (50 mm) deep in formed joints.

D. Overfill joint, and trim joint filler flush with top of joint after hardening.

## 3.12 CONCRETE SURFACE REPAIRS

A. Defective Concrete:

1. Repair and patch defective areas when approved by Architect.
2. Remove and replace concrete that cannot be repaired and patched to Architect's approval.

B. Patching Mortar: Mix dry-pack patching mortar, consisting of 1 part portland cement to 2-1/2 parts fine aggregate passing a No. 16 (1.18-mm) sieve, using only enough water for handling and placing.

C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.

1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch (13 mm) in any dimension to solid concrete.

    a. Limit cut depth to 3/4 inch (19 mm).
    b. Make edges of cuts perpendicular to concrete surface.
    c. Clean, dampen with water, and brush-coat holes and voids with bonding agent.
    d. Fill and compact with patching mortar before bonding agent has dried.
    e. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.

2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement, so that, when dry, patching mortar matches surrounding color.

    a. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching.
    b. Compact mortar in place and strike off slightly higher than surrounding surface.

3. Repair defects on concealed formed surfaces that will affect concrete's durability and structural performance as determined by Architect.

D. Repairing Unformed Surfaces:

1. Test unformed surfaces, such as floors and slabs, for finish, and verify surface tolerances specified for each surface.

    a. Correct low and high areas.
    b. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.

2. Repair finished surfaces containing surface defects, including spalls, popouts, honeycombs, rock pockets, crazing, and cracks in excess of 0.01 inch (0.25 mm) wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
3. After concrete has cured at least 14 days, correct high areas by grinding.
4. Correct localized low areas during, or immediately after, completing surface-finishing operations by cutting out low areas and replacing with patching mortar.

    a. Finish repaired areas to blend into adjacent concrete.

5. Correct other low areas scheduled to remain exposed with repair topping.

a. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch (6 mm) to match adjacent floor elevations.
b. Prepare, mix, and apply repair topping and primer in accordance with manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.

6. Repair defective areas, except random cracks and single holes 1 inch (25 mm) or less in diameter, by cutting out and replacing with fresh concrete.

a. Remove defective areas with clean, square cuts, and expose steel reinforcement with at least a 3/4-inch (19-mm) clearance all around.
b. Dampen concrete surfaces in contact with patching concrete and apply bonding agent.
c. Mix patching concrete of same materials and mixture as original concrete, except without coarse aggregate.
d. Place, compact, and finish to blend with adjacent finished concrete.
e. Cure in same manner as adjacent concrete.

7. Repair random cracks and single holes 1 inch (25 mm) or less in diameter with patching mortar.

a. Groove top of cracks and cut out holes to sound concrete, and clean off dust, dirt, and loose particles.
b. Dampen cleaned concrete surfaces and apply bonding agent.
c. Place patching mortar before bonding agent has dried.
d. Compact patching mortar and finish to match adjacent concrete.
e. Keep patched area continuously moist for at least 72 hours.

E. Perform structural repairs of concrete, subject to Architect's approval, using epoxy adhesive and patching mortar.

F. Repair materials and installation not specified above may be used, subject to Architect's approval.

## 3.13 FIELD QUALITY CONTROL

A. Special Inspections: Owner will engage a special inspector to perform field tests and inspections and prepare testing and inspection reports.

B. Testing Agency: **Engage** a qualified testing and inspecting agency to perform tests and inspections and to submit reports.

1. Testing agency to be responsible for providing curing container for composite samples on Site and verifying that field-cured composite samples are cured in accordance with ASTM C31/C31M.
2. Testing agency to immediately report to Architect, Contractor, and concrete manufacturer any failure of Work to comply with Contract Documents.

3. Testing agency to report results of tests and inspections, in writing, to Owner, Architect, Contractor, and concrete manufacturer within 48 hours of inspections and tests.

    a. Test reports to include reporting requirements of ASTM C31/C31M, ASTM C39/C39M, and ACI 301, including the following as applicable to each test and inspection:

        1) Project name.
        2) Name of testing agency.
        3) Names and certification numbers of field and laboratory technicians performing inspections and testing.
        4) Name of concrete manufacturer.
        5) Date and time of inspection, sampling, and field testing.
        6) Date and time of concrete placement.
        7) Location in Work of concrete represented by samples.
        8) Date and time sample was obtained.
        9) Truck and batch ticket numbers.
        10) Design compressive strength at 28 days.
        11) Concrete mixture designation, proportions, and materials.
        12) Field test results.
        13) Information on storage and curing of samples before testing, including curing method and maximum and minimum temperatures during initial curing period.
        14) Type of fracture and compressive break strengths at seven days and 28 days.

C. Batch Tickets: For each load delivered, submit three copies of batch delivery ticket to testing agency, indicating quantity, mix identification, admixtures, design strength, aggregate size, design air content, design slump at time of batching, and amount of water that can be added at Project site.

D. Inspections:

1. Headed bolts and studs.
2. Verification of use of required design mixture.
3. Concrete placement, including conveying and depositing.
4. Curing procedures and maintenance of curing temperature.
5. Verification of concrete strength before removal of shores and forms from beams and slabs.
6. Batch Plant Inspections: On a random basis, as determined by Architect.

E. Concrete Tests: Testing of composite samples of fresh concrete obtained in accordance with ASTM C 172/C 172M to be performed in accordance with the following requirements:

1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd. (4 cu. m), but less than 25 cu. yd. (19 cu. m), plus one set for each additional 50 cu. yd. (38 cu. m) or fraction thereof.

a. When frequency of testing provides fewer than five compressive-strength tests for each concrete mixture, testing to be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

2. Slump: ASTM C143/C143M:

   a. One test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture.
   b. Perform additional tests when concrete consistency appears to change.

3. Slump Flow: ASTM C1611/C1611M:

   a. One test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture.
   b. Perform additional tests when concrete consistency appears to change.

4. Unit Weight: ASTM C567/C567M fresh unit weight of structural lightweight concrete.

   a. One test for each composite sample, but not less than one test for each day's pour of each concrete mixture.

5. Compression Test Specimens: ASTM C31/C31M:

   a. Cast and laboratory cure two sets of **three** 6-inch (150 mm) by 12-inch (300 mm) or 4-inch (100 mm) by 8-inch (200 mm) cylinder specimens for each composite sample.

6. Compressive-Strength Tests: ASTM C39/C39M.

   a. Test one set of **two** laboratory-cured specimens at seven days and one set of two specimens at 28 days.
   b. A compressive-strength test to be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.

7. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength, and no compressive-strength test value falls below specified compressive strength by more than 500 psi (3.4 MPa) if specified compressive strength is 5000 psi (34.5 MPa), or no compressive strength test value is less than 10 percent of specified compressive strength if specified compressive strength is greater than 5000 psi (34.5 MPa).
8. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
9. Additional Tests:

   a. Testing and inspecting agency to make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect.

b. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C42/C42M or by other methods as directed by Architect.

1) Acceptance criteria for concrete strength to be in accordance with ACI 301 (ACI 301M), Section 1.6.6.3.

10. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
11. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

F. Measure floor and slab flatness and levelness in accordance with ASTM E1155 (ASTM E1155M) within **48** hours of completion of floor finishing and promptly report test results to Architect.

## 3.14 PROTECTION

A. Protect concrete surfaces as follows:

1. Protect from petroleum stains.
2. Diaper hydraulic equipment used over concrete surfaces.
3. Prohibit vehicles from interior concrete slabs.
4. Prohibit use of pipe-cutting machinery over concrete surfaces.
5. Prohibit placement of steel items on concrete surfaces.
6. Prohibit use of acids or acidic detergents over concrete surfaces.
7. Protect liquid floor treatment from damage and wear during the remainder of construction period. Use protective methods and materials, including temporary covering, recommended in writing by liquid floor treatments installer.
8. Protect concrete surfaces scheduled to receive surface hardener or polished concrete finish using Floor Slab Protective Covering.

END OF SECTION 033000

# SECTION 054000 - COLD-FORMED METAL FRAMING

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section Includes:

1. Interior non-load-bearing wall framing.
2. Soffit framing.

B. Related Requirements:

1. Section 055000 "Metal Fabrications" for miscellaneous steel shapes, masonry shelf angles, and connections used with cold-formed metal framing.
2. Section 092216 "Non-Structural Metal Framing" for standard, interior non-load-bearing, metal-stud framing, with height limitations and ceiling-suspension assemblies.

### 1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at **Project site**.

### 1.3 ACTION SUBMITTALS

A. Product Data: For the following:

1. Cold-formed steel framing materials.
2. Interior non-load-bearing wall framing.
3. Vertical deflection clips.
4. Single deflection track.
5. Double deflection track.
6. Drift clips.
7. Ceiling joist framing.
8. Soffit framing.
9. Post-installed anchors.
10. Power-actuated anchors.

B. Shop Drawings:

1. Include layout, spacings, sizes, thicknesses, and types of cold-formed steel framing; fabrication; and fastening and anchorage details, including mechanical fasteners.
2. Indicate reinforcing channels, opening framing, supplemental framing, strapping, bracing, bridging, splices, accessories, connection details, and attachment to adjoining work.

C. Delegated Design Submittal: For cold-formed steel framing.

## 1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For testing agency.

B. Welding certificates.

C. Product Certificates: For each type of code-compliance certification for studs and tracks.

D. Product Test Reports: For each listed product, for tests performed by **manufacturer and witnessed by a qualified testing agency**.

1. Steel sheet.
2. Expansion anchors.
3. Power-actuated anchors.
4. Mechanical fasteners.
5. Vertical deflection clips.
6. Horizontal drift deflection clips
7. Miscellaneous structural clips and accessories.

E. Research Reports:

1. For nonstandard cold-formed steel framing **post-installed anchors and power-actuated fasteners**, from ICC-ES or other qualified testing agency acceptable to authorities having jurisdiction.
2. For sill sealer gasket/termite barrier, showing compliance with ICC-ES AC380.

## 1.5 QUALITY ASSURANCE

A. Testing Agency Qualifications: Qualified according to ASTM E329 for testing indicated.

B. Product Tests: Mill certificates or data from a qualified independent testing agency**, or in-house testing with calibrated test equipment,** indicating steel sheet complies with requirements, including base-metal thickness, yield strength, tensile strength, total elongation, chemical requirements, and metallic-coating thickness.

C. Code-Compliance Certification of Studs and Tracks: Provide documentation that framing members are certified according to the product-certification program of **the Certified Steel Stud Association the Steel Framing Industry Association the Steel Stud Manufacturers Association or the Supreme Steel Framing System Association**.

D. Welding Qualifications: Qualify procedures and personnel according to the following:

1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."
2. AWS D1.3/D1.3M, "Structural Welding Code - Sheet Steel."

E. Comply with AISI S230 "Standard for Cold-Formed Steel Framing - Prescriptive Method for One and Two Family Dwellings."

1.6 DELIVERY, STORAGE, AND HANDLING

A. Protect and store cold-formed steel framing from corrosion, moisture staining, deformation, and other damage during delivery, storage, and handling as required in AISI S202.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design cold-formed steel framing.

a. Interior Non-Load-Bearing Framing: Horizontal deflection of **1/360** of the wall height under a horizontal load of 5 lbf/sq. ft. (239 Pa).
b. Ceiling Joist Framing: Vertical deflection of **1/240** of the span for live loads and 1/240 for total loads of the span.

2. Design framing systems to provide for movement of framing members located outside the insulated building envelope without damage or overstressing, sheathing failure, connection failure, undue strain on fasteners and anchors, or other detrimental effects when subject to a maximum ambient temperature change of 120 deg F (67 deg C).
3. Design framing system to maintain clearances at openings, to allow for construction tolerances, and to accommodate live load deflection of primary building structure as follows:

B. Cold-Formed Steel Framing Standards: Unless more stringent requirements are indicated, framing complies with AISI S100 and **AISI S240**.

C. Fire-Resistance Ratings: Comply with ASTM E119; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1. Indicate design designations from UL's "Fire Resistance Directory" or from the listings of another qualified testing agency acceptable to authorities having jurisdiction.

2.2 COLD-FORMED STEEL FRAMING MATERIALS

A. Framing Members, General: Comply with **AISI S240** for conditions indicated.

B. Steel Sheet: ASTM A1003/A1003M, Structural Grade, Type H, metallic coated, of grade and coating designation as follows:

1. Grade: **ST33H (ST230H)**

2. Coating: **G60 (Z180)**.

C. Steel Sheet for **Vertical Deflection** Clips: ASTM A653/A653M, structural steel, zinc coated, of grade and coating as follows:

1. Grade: **33 (230), Class 1 As required by structural performance**
2. Coating: **G60 (Z180)G90 (Z275)**.

## 2.3 INTERIOR NON-LOAD-BEARING WALL FRAMING

A. Steel Studs: Manufacturer's standard C-shaped steel studs, of web depths indicated, punched, with stiffened flanges, and as follows:

1. Minimum Base-Metal Thickness: **0.0329 inch (0.84 mm)**.
2. Flange Width: **1-3/8 inches (35 mm)**.

B. Steel Track: Manufacturer's standard U-shaped steel track, of web depths indicated, unpunched, with unstiffened flanges, and as follows:

1. Minimum Base-Metal Thickness: **0.0329 inch (0.84 mm)**
2. Flange Width: **1-1/4 inches (32 mm)**

C. Vertical Deflection Clips, Interior: Manufacturer's standard **bypass** or **head** clips, capable of accommodating upward and downward vertical displacement of primary structure through positive mechanical attachment to stud web.

D. Single Deflection Track: Manufacturer's single, deep-leg, U-shaped steel track; unpunched, with unstiffened flanges, of web depth to contain studs while allowing free vertical movement, with flanges designed to support horizontal loads and transfer them to the primary structure, and as follows:

1. Minimum Base-Metal Thickness: **0.0428 inch (1.09 mm)**
2. Flange Width: **1 inch (25 mm) plus the design gap for one-story structures**

E. Double Deflection Tracks: Manufacturer's double, deep-leg, U-shaped steel tracks, consisting of nested inner and outer tracks; unpunched, with unstiffened flanges.

1. Outer Track: Of web depth to allow free vertical movement of inner track, with flanges designed to support horizontal loads and transfer them to the primary structure, and as follows:

a. Minimum Base-Metal Thickness: **0.0329 inch (0.84 mm)**
b. Flange Width: **1 inch (25 mm) plus the design gap for one-story structures**

2. Inner Track: Of web depth indicated, and as follows:

a. Minimum Base-Metal Thickness: **0.0428 inch (1.09 mm)**
b. Flange Width: **outer deflection track flange width plus 1 inch (25 mm)**.

F. Drift Clips: Manufacturer's standard bypass or head clips, capable of isolating wall stud from upward and downward vertical displacement and lateral drift of primary structure through positive mechanical attachment to stud web and structure.

## 2.4 SOFFIT FRAMING

A. Exterior Soffit Frame: Manufacturer's standard C-shaped steel sections, of web depths indicated, with stiffened flanges, and as follows:

1. Minimum Base-Metal Thickness: **0.0428 inch (1.09 mm)**
2. Flange Width: **1-5/8 inches (41 mm)**.

## 2.5 FRAMING ACCESSORIES

A. Fabricate steel-framing accessories from ASTM A1003/A1003M, Structural Grade, Type H, metallic coated steel sheet, of same grade and coating designation used for framing members.

B. Provide accessories of manufacturer's standard thickness and configuration, unless otherwise indicated, as follows:

1. Supplementary framing.
2. Bracing, bridging, and solid blocking.
3. Web stiffeners.
4. Anchor clips.
5. End clips.
6. Foundation clips.
7. Gusset plates.
8. Stud kickers and knee braces.
9. Joist hangers and end closures.
10. Hole-reinforcing plates.
11. Backer plates.

## 2.6 ANCHORS, CLIPS, AND FASTENERS

A. Steel Shapes and Clips: ASTM A36/A36M, zinc coated by hot-dip process according to ASTM A123/A123M.

B. Anchor Bolts: ASTM F1554, threaded carbon-steel **hex-headed bolts,** carbon-steel nuts, and flat, hardened-steel washers; zinc coated by **hot-dip process according to ASTM A153/A153M, Class C** or **mechanically deposition according to ASTM B695, Class 50**.

C. Post-Installed Anchors: Fastener systems with bolts of same basic metal as fastened metal, if visible, unless otherwise indicated; with working capacity greater than or equal to the design load, according to an evaluation report acceptable to authorities having jurisdiction, based on

**ICC-ES AC01 ICC-ES AC193 ICC-ES AC58 or ICC-ES AC308** as appropriate for the substrate.

1. Uses: Securing cold-formed steel framing to structure.
2. Type: **adhesive anchor**.
3. Material for Interior Locations: Carbon-steel components zinc plated to comply with ASTM B633 or ASTM F1941 (ASTM F1941M), Class Fe/Zn 5, unless otherwise indicated.
4. Material for Exterior or Interior Locations and Where Stainless Steel Is Indicated: Alloy **Group 1 (A1)** or **Group 2 (A4)** stainless steel bolts, ASTM F593 (ASTM F738M), and nuts, ASTM F594 (ASTM F836M).

D. Power-Actuated Anchors: Fastener systems with working capacity greater than or equal to the design load, according to an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.

E. Mechanical Fasteners: ASTM C1513, corrosion-resistant-coated, self-drilling, self-tapping, steel drill screws.

1. Head Type: Low-profile head beneath sheathing; manufacturer's standard elsewhere.

F. Welding Electrodes: Comply with AWS standards.

## 2.7 MISCELLANEOUS MATERIALS

A. Galvanizing Repair Paint: **ASTM A780/A780M**.

B. Cement Grout: Portland cement, ASTM C150/C150M, Type I; and clean, natural sand, ASTM C404. Mix at ratio of 1 part cement to 2-1/2 parts sand, by volume, with minimum water required for placement and hydration.

C. Nonmetallic, Nonshrink Grout: Factory-packaged, nonmetallic, noncorrosive, nonstaining grout, complying with ASTM C1107/C1107M, and with a fluid consistency and 30-minute working time.

D. Shims: Load-bearing, high-density, multimonomer, nonleaching plastic; or cold-formed steel of same grade and metallic coating as framing members supported by shims.

E. Sill Sealer Gasket: Closed-cell neoprene foam, 1/4 inch (6 mm) thick, selected from manufacturer's standard widths to match width of bottom track or rim track members as required.

## 2.8 FABRICATION

A. Fabricate cold-formed steel framing and accessories plumb, square, and true to line, and with connections securely fastened, according to referenced AISI's specifications and standards, manufacturer's written instructions, and requirements in this Section.

1. Fabricate framing assemblies using jigs or templates.
2. Cut framing members by sawing or shearing; do not torch cut.
3. Fasten cold-formed steel framing members by welding, screw fastening, clinch fastening, pneumatic pin fastening, or riveting as standard with fabricator. Wire tying of framing members is not permitted.

    a. Comply with AWS D1.3/D1.3M requirements and procedures for welding, appearance and quality of welds, and methods used in correcting welding work.
    b. Locate mechanical fasteners and install according to Shop Drawings, with screws penetrating joined members by no fewer than three exposed screw threads.

4. Fasten other materials to cold-formed steel framing by welding, bolting, pneumatic pin fastening, or screw fastening, according to Shop Drawings.

B. Reinforce, stiffen, and brace framing assemblies to withstand handling, delivery, and erection stresses. Lift fabricated assemblies by means that prevent damage or permanent distortion.

C. Tolerances: Fabricate assemblies level, plumb, and true to line to a maximum allowable variation of 1/8 inch in 10 feet (1:960) and as follows:

1. Spacing: Space individual framing members no more than plus or minus 1/8 inch (3 mm) from plan location. Cumulative error are not to exceed minimum fastening requirements of sheathing or other finishing materials.
2. Squareness: Fabricate each cold-formed steel framing assembly to a maximum out-of-square tolerance of 1/8 inch (3 mm).

## PART 3 - EXECUTION

### 3.1 EXAMINATION

A. Examine substrates, areas, conditions, and abutting structural framing for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

A. Before sprayed fire-resistive materials are applied, attach continuous angles, supplementary framing, or tracks to structural members indicated to receive sprayed fire-resistive materials.

B. After applying sprayed fire-resistive materials, remove only as much of these materials as needed to complete installation of cold-formed framing without reducing thickness of fire-resistive materials below that required to obtain fire-resistance ratings indicated. Protect remaining fire-resistive materials from damage.

C. Install load-bearing shims or grout between the underside of load-bearing wall bottom track and the top of foundation wall or slab at locations with a gap larger than 1/4 inch (6 mm) to ensure a uniform bearing surface on supporting concrete or masonry construction.

D. Install sill sealer gasket at the underside of wall bottom track or rim track and at the top of foundation wall or slab at stud or joist locations.

E. Install sill sealer gasket/termite barrier in accordance with manufacturer's written instructions at the underside of wall bottom track or rim track and at the top of foundation wall or slab at stud or joist locations.

## 3.3 INSTALLATION, GENERAL

A. Cold-formed steel framing may be shop or field fabricated for installation, or it may be field assembled.

B. Install cold-formed steel framing according to AISI S200, AISI S202, and manufacturer's written instructions unless more stringent requirements are indicated.

C. Install shop- or field-fabricated, cold-formed framing and securely anchor to supporting structure.

1. Screw, bolt, or weld wall panels at horizontal and vertical junctures to produce flush, even, true-to-line joints with maximum variation in plane and true position between fabricated panels not exceeding 1/16 inch (1.6 mm).

D. Install cold-formed steel framing and accessories plumb, square, and true to line, and with connections securely fastened.

1. Cut framing members by sawing or shearing; do not torch cut.
2. Fasten cold-formed steel framing members by welding, screw fastening, clinch fastening, or riveting. Wire tying of framing members is not permitted.

a. Comply with AWS D1.3/D1.3M requirements and procedures for welding, appearance and quality of welds, and methods used in correcting welding work.
b. Locate mechanical fasteners, install according to Shop Drawings, and comply with requirements for spacing, edge distances, and screw penetration.

E. Install framing members in one-piece lengths unless splice connections are indicated for track or tension members.

F. Install temporary bracing and supports to secure framing and support loads equal to those for which structure was designed. Maintain braces and supports in place, undisturbed, until entire integrated supporting structure has been completed and permanent connections to framing are secured.

G. Do not bridge building expansion joints with cold-formed steel framing. Independently frame both sides of joints.

H. Fasten hole-reinforcing plate over web penetrations that exceed size of manufacturer's approved or standard punched openings.

## 3.4 INSTALLATION OF INTERIOR NONLOADBEARING WALL FRAMING

A. Install continuous tracks sized to match studs. Align tracks accurately and securely anchor to supporting structure.

B. Fasten both flanges of studs to **top and** bottom track unless otherwise indicated. Space studs as follows:

1. Stud Spacing: **16 inches (406 mm)** at maximum of 24 inches, designated engineer to confirm.

C. Set studs plumb, except as needed for diagonal bracing or required for nonplumb walls or warped surfaces and similar requirements.

D. Isolate non-load-bearing steel framing from building structure to prevent transfer of vertical loads while providing lateral support.

1. Install single deep-leg deflection tracks and anchor to building structure.
2. Install double deep-leg deflection tracks and anchor outer track to building structure.
3. Connect vertical deflection clips to studs and anchor to building structure.
4. Connect drift clips to cold-formed steel metal framing and anchor to building structure.

E. Install horizontal bridging in wall studs, spaced vertically in rows indicated **on Shop Drawings** but not more than 48 inches (1220 mm) apart. Fasten at each stud intersection.

1. Channel Bridging: Cold-rolled steel channel, welded or mechanically fastened to webs of punched studs.
2. Strap Bridging: Combination of flat, taut, steel sheet straps of width and thickness indicated and stud-track solid blocking of width and thickness to match studs. Fasten flat straps to stud flanges and secure solid blocking to stud webs or flanges.
3. Bar Bridging: Proprietary bridging bars installed according to manufacturer's written instructions.

F. Top Bridging for Single Deflection Track: Install row of horizontal bridging within **12 inches (305 mm)** of single deflection track. Install a combination of bridging and stud or stud-track solid blocking of width and thickness matching studs, secured to stud webs or flanges.

1. Install solid blocking at **centers indicated on Shop Drawings**.

G. Install miscellaneous framing and connections, including stud kickers, web stiffeners, clip angles, continuous angles, anchors, and fasteners, to provide a complete and stable wall-framing system.

## 3.5 INSTALLATION TOLERANCES

A. Install cold-formed steel framing level, plumb, and true to line to a maximum allowable tolerance variation of 1/8 inch in 10 feet (1:960) and as follows:

1. Space individual framing members no more than plus or minus 1/8 inch (3 mm) from plan location. Cumulative error are not to exceed minimum fastening requirements of sheathing or other finishing materials.

## 3.6 REPAIR

A. Galvanizing Repairs: Prepare and repair damaged galvanized coatings on fabricated and installed cold-formed steel framing with galvanized repair paint according to ASTM A780/A780M and manufacturer's written instructions.

## 3.7 FIELD QUALITY CONTROL

A. Testing: Owner will engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.

B. Field and shop welds will be subject to testing and inspecting.

C. Testing agency will report test results promptly and in writing to Contractor and Architect.

D. Cold-formed steel framing will be considered defective if it does not pass tests and inspections.

E. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

## 3.8 PROTECTION

A. Provide final protection and maintain conditions, in a manner acceptable to manufacturer and Installer, that ensure that cold-formed steel framing is without damage or deterioration at time of Substantial Completion.

END OF SECTION 054000

# SECTION 055000 - METAL FABRICATIONS

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section Includes:

1. Miscellaneous framing and supports.
2. Miscellaneous steel trim.

B. Products furnished, but not installed, under this Section include the following:

1. Loose steel lintels.
2. Anchor bolts, steel pipe sleeves, slotted-channel inserts, and wedge-type inserts indicated to be cast into concrete or built into unit masonry.

### 1.2 COORDINATION

A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written instructions to ensure that shop primers and topcoats are compatible with one another.

B. Coordinate installation of metal fabrications that are anchored to or that receive other work. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

### 1.3 ACTION SUBMITTALS

A. Product Data:

1. Nonslip aggregates and nonslip-aggregate surface finishes.
2. Fasteners.
3. Shop primers.
4. Shrinkage-resisting grout.
5. Prefabricated building columns.
6. Slotted channel framing.
7. Manufactured metal ladders.
8. Alternating tread devices.
9. Metal ships' ladders and pipe crossovers.
10. Metal bollards.
11. Vehicular barrier cable systems.
12. Pipe and downspout guards.

13. Abrasive metal nosings, treads, and thresholds.
14. Cast-iron wheel guards.
15. Metal downspout boots.

B. Shop Drawings: Show fabrication and installation details. **Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items.** Provide Shop Drawings for the following:

1. Miscellaneous framing and supports for applications where framing and supports are not specified in other Sections.
2. Structural-steel door frames.
3. Miscellaneous steel trim including **steel edgings**
4. Loose steel lintels.

## 1.4 INFORMATIONAL SUBMITTALS

A. Mill Certificates: Signed by stainless steel manufacturers, certifying that products furnished comply with requirements.

B. Welding certificates.

C. Paint Compatibility Certificates: From manufacturers of topcoats applied over shop primers, certifying that shop primers are compatible with topcoats.

D. Research Reports: For post-installed anchors.

E. Delegated design engineer qualifications.

## 1.5 QUALITY ASSURANCE

A. Welding Qualifications: Qualify procedures and personnel in accordance with the following welding codes:

1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."
2. AWS D1.2/D1.2M, "Structural Welding Code - Aluminum."
3. AWS D1.6/D1.6M, "Structural Welding Code - Stainless Steel."

## 1.6 FIELD CONDITIONS

A. Field Measurements: Verify actual locations of walls, floor slabs, decks, and other construction contiguous with metal fabrications by field measurements before fabrication.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design metal fabrications.

B. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.

1. Temperature Change: **120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces**.

2.2 METALS

A. Metal Surfaces, General: Provide materials with smooth, flat surfaces unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.

B. Steel Plates, Shapes, and Bars: ASTM A36/A36M.

C. Stainless Steel Sheet, Strip, and Plate: ASTM A240/A240M or ASTM A666, **Type 304**.

D. Slotted Channel Framing: Cold-formed metal box channels (struts) complying with MFMA-4.

1. Size of Channels: **1-5/8 by 1-5/8 inches (41 by 41 mm)**.

2.3 FASTENERS

A. General: Unless otherwise indicated, provide **Type 316** stainless steel fasteners for exterior use and zinc-plated fasteners with coating complying with ASTM B633 or ASTM F1941/F1941M, Class Fe/Zn 5, at exterior walls. Select fasteners for type, grade, and class required.

1. Provide stainless steel fasteners for fastening **stainless steel**.

B. Steel Bolts and Nuts: Regular hexagon-head bolts, ASTM A307, Grade A (ISO 898-1, Property Class 4.6); with hex nuts, ASTM A563 (ASTM A563M); and, where indicated, flat washers.

C. High-Strength Bolts, Nuts, and Washers: ASTM F3125/F3125M, Grade A325 (Grade A325M), Type 3, heavy-hex steel structural bolts; ASTM A563, Grade DH3, (ASTM A563M, Class 10S3) heavy-hex carbon-steel nuts; and where indicated, flat washers.

D. Stainless Steel Bolts and Nuts: Regular hexagon-head annealed stainless steel bolts, ASTM F593 (ISO 3506-1); with hex nuts, ASTM F594 (ASTM F836M); and, where indicated, flat washers; Alloy **Group 1 (A1)**.

E. Anchor Bolts: ASTM F1554, Grade 36, of dimensions indicated; with nuts, ASTM A563 (ASTM A563M); and, where indicated, flat washers.

1. Hot-dip galvanize or provide mechanically deposited, zinc coating where item being fastened is indicated to be galvanized.

F. Anchors, General: Capable of sustaining, without failure, a load equal to six times the load imposed when installed in unit masonry and four times the load imposed when installed in concrete, as determined by testing in accordance with ASTM E488/E488M, conducted by a qualified independent testing agency.

G. Cast-in-Place Anchors in Concrete: Either threaded or wedge type unless otherwise indicated; galvanized ferrous castings, either ASTM A47/A47M malleable iron or ASTM A27/A27M cast steel. Provide bolts, washers, and shims as needed, all hot-dip galvanized per ASTM F2329/F2329M.

H. Post-Installed Anchors: **Torque-controlled expansion anchors**.

1. Material for Interior Locations: Carbon-steel components zinc plated to comply with ASTM B633 or ASTM F1941/F1941M, Class Fe/Zn 5, unless otherwise indicated.
2. Material for Exterior Locations and Where Stainless Steel Is Indicated: Alloy **Group 1 (A1)** stainless steel bolts, ASTM F593 (ISO 3506-1), and nuts, ASTM F594 (ASTM F836M).

I. Slotted-Channel Inserts: Cold-formed, hot-dip galvanized-steel box channels (struts) complying with MFMA-4, 1-5/8 by 7/8 inches (41 by 22 mm) by length indicated with anchor straps or studs not less than 3 inches (75 mm) long at not more than 8 inches (200 mm) o.c. Provide with temporary filler and tee-head bolts, complete with washers and nuts, all zinc-plated to comply with ASTM B633, Class Fe/Zn 5, as needed for fastening to inserts.

J. Security Fasteners and Anchors: Operable only by tools produced for use on specific type of fastener by fastener manufacturer or other licensed fabricator. Drive system type, head style, material, and protective coating as required for assembly, installation, and strength and as follows:

1. Drive System Types: Pinned Torx-Plus or Pinned Torx.
2. Socket Flat Countersunk Head Fasteners:

    a. Heat-treated alloy steel, ASTM F 835 (ASTM F 835M).
    b. Stainless steel, ASTM F 879 (ASTM F 879M), Group 1 CW

3. Socket Button Head Fasteners:

    a. Heat-treated alloy steel, ASM F835 (ASTM F 835M).
    b. Stainless steel, ASTM F 879 (ASTM F 879M), Group 1 CW.

4. Socket Head Cap Fasteners:

    a. Heat-treated alloy steel, ASTM A 574 (ASTM A 574M).

b. Stainless steel, ASTM F 837 (ASTM F 837M), Group 1 CW.

5. Protective Coatings for Heat-Treated Alloy Steel:

a. Zinc chromate, ASTM F 1135, Grade 3 or 4; for exterior applications and interior applications where indicated.

6. Acceptable Manufacturers for types indicated above: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

a. Camcar Textron Inc.
b. Safety Socket Screw Corporation.
c. Tamper-Pruf Screws, Inc.
d. Tanner Bolt & Nut Co.
e. Bryce Fastener Co., Inc.

7. Break-off Security nuts and bolts:

a. Steel: SAE_1429 Grade 2, zinc plated with minimum yield strength of 57,000 psi and tensile strength of 74,000 psi.
b. Stainless steel: Type 303 with minimum yield strength of 30,000 psi and tensile strength of 75,000 psi minimum.
c. Aluminum: Grade 2024-T351 per QQA 22516, with minimum yield strength of 47,000 psi and tensile strength of 68,000 psi minimum.
d. Acceptable manufacturer:

1) J.P. Ruklic Screw Co.
2) Tanner Bolt and Nut Co.

e. Threaded rod for use with nuts: ASTM A325 or A490 steel, diameter as required.

8. Chemical anchors: System consisting of threaded rod, breakoff security nut and epoxy adhesive.

a. Epoxy adhesive: ASTM C881, Type I, II, IV or V, Grade 3, Class A, B and C.
b. Threaded rod: ASTM A325 or A490 steel, minimum ½ inch (13 mm) diameter.
c. Breakoff security nuts as indicated above.
d. Use for all floor mounted detention equipment inside the secure perimeter and where indicated.

## 2.4 MISCELLANEOUS MATERIALS

A. Shop Primers: Provide primers that comply with **"High-Performance Coatings as chosen by owner."**

B. Shop Primer for Galvanized Steel: Primer formulated for exterior use over zinc-coated metal and compatible with finish paint systems indicated.

C. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.

D. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D1187/D1187M.

E. Shrinkage-Resistant Grout: Factory-packaged, nonmetallic, nonstaining, noncorrosive, nongaseous grout complying with ASTM C1107/C1107M. Provide grout specifically recommended by manufacturer for interior and exterior applications.

## 2.5 FABRICATION, GENERAL

A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.

B. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch (1 mm) unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.

C. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.

D. Form exposed work with accurate angles and surfaces and straight edges.

E. Weld corners and seams continuously to comply with the following:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove welding flux immediately.
4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing **and contour of welded surface matches that of adjacent surface**.

F. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners or welds where possible. Where exposed fasteners are required, use Phillips flat-head (countersunk) fasteners unless otherwise indicated. Locate joints where least conspicuous.

G. Fabricate seams and other connections that are exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.

H. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.

I. Provide for anchorage of type indicated; coordinate with supporting structure. Space anchoring devices to secure metal fabrications rigidly in place and to support indicated loads.

J. Where units are indicated to be cast into concrete or built into masonry, equip with integrally welded steel strap anchors, 1/8 by 1-1/2 inches (3.2 by 38 mm), with a minimum 6-inch (150-mm) embedment and 2-inch (50-mm) hook, not less than 8 inches (200 mm) from ends and corners of units and 24 inches (600 mm) o.c., unless otherwise indicated.

## 2.6 MISCELLANEOUS FRAMING AND SUPPORTS

A. General: Provide steel framing and supports not specified in other Sections as needed to complete the Work.

B. Fabricate units from steel shapes, plates, and bars of welded construction unless otherwise indicated. Fabricate to sizes, shapes, and profiles indicated and as necessary to receive adjacent construction.

1. Fabricate units from slotted channel framing where indicated.
2. Furnish inserts for units installed after concrete is placed.

C. Galvanize miscellaneous framing and supports where indicated.

D. Prime miscellaneous framing and supports with **primer specified in "High-Performance Coatings"** where indicated.

## 2.7 MISCELLANEOUS STEEL TRIM

A. Unless otherwise indicated, fabricate units from steel shapes, plates, and bars of profiles shown with continuously welded joints and smooth exposed edges. Miter corners and use concealed field splices where possible.

B. Provide cutouts, fittings, and anchorages as needed to coordinate assembly and installation with other work.

1. Provide with integrally welded steel strap anchors for embedding in concrete or masonry construction.

C. Galvanize **and prime** miscellaneous steel trim.

D. Prime **miscellaneous** steel trim with **primers specified in "High-Performance Coatings" are** indicated

## 2.8 LOOSE STEEL LINTELS

A. Fabricate loose steel lintels from steel angles and shapes of size indicated for openings and recesses in masonry walls and partitions at locations indicated. Fabricate in single lengths for each opening unless otherwise indicated. Weld adjoining members together to form a single unit where indicated.

B. Size loose lintels to provide bearing length at each side of openings equal to one-twelfth of clear span, but not less than 8 inches (200 mm) unless otherwise indicated.

C. Galvanize **and prime** loose steel lintels located in exterior walls.

D. Prime loose steel lintels located in exterior walls with **primers specified in "High-Performance Coatings" are** indicated**.**

2.9 STEEL WELD PLATES AND ANGLES

A. Provide steel weld plates and angles not specified in other Sections, for items supported from concrete construction as needed to complete the Work. Provide each unit with no fewer than two integrally welded steel strap anchors for embedding in concrete.

2.10 GENERAL FINISH REQUIREMENTS

A. Finish metal fabrications after assembly.

B. Finish exposed surfaces to remove tool and die marks and stretch lines, and to blend into surrounding surface.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.

B. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.

C. Field Welding: Comply with the following requirements:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove welding flux immediately.
4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.

D. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction. Provide threaded fasteners for use with concrete and masonry inserts, toggle bolts, through bolts, lag screws, wood screws, and other connectors.

E. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.

F. Corrosion Protection: Coat concealed surfaces of aluminum that come into contact with grout, concrete, masonry, wood, or dissimilar metals with the following:

1. Cast Aluminum: Heavy coat of bituminous paint.
2. Extruded Aluminum: Two coats of clear lacquer.

## 3.2 INSTALLATION OF MISCELLANEOUS FRAMING AND SUPPORTS

A. General: Install framing and supports to comply with requirements of items being supported, including manufacturers' written instructions and requirements indicated on Shop Drawings.

## 3.3 INSTALLATION OF MISCELLANEOUS STEEL TRIM

A. Anchor to concrete construction to comply with manufacturer's written instructions.

## 3.4 INSTALLATION OF LOOSE BEARING AND LEVELING PLATES

A. Clean concrete and masonry bearing surfaces of bond-reducing materials, and roughen to improve bond to surfaces. Clean bottom surface of plates.

B. Set bearing and leveling plates on wedges, shims, or leveling nuts. After bearing members have been positioned and plumbed, tighten anchor bolts. Do not remove wedges or shims but, if protruding, cut off flush with edge of bearing plate before packing with shrinkage-resistant grout. Pack grout solidly between bearing surfaces and plates to ensure that no voids remain.

## 3.5 REPAIRS

A. Touchup Painting:

1. Immediately after erection, clean field welds, bolted connections, and abraded areas. Paint uncoated and abraded areas with same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.

    a. Apply by brush or spray to provide a minimum 2.0-mil (0.05-mm) dry film thickness.

2. Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint

B. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A780/A780M.

END OF SECTION 055000

# SECTION 055963 - DETENTION ENCLOSURES

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section Includes:

1. Tool-resisting-steel, perforated-plate security vents.
2. Security fasteners.

B. Related Requirements:

1. Section 013513.16 "Special Project Procedures for Detention Facilities" for general requirements for detention work.

### 1.2 COORDINATION

A. Detention Specialist: Coordinate with Section 013513.16 "Special Project Procedures for Detention Facilities" for requirements of this Section that are to be performed by a Detention Specialist or other entity.

B. Coordinate installation of anchorages for detention enclosures. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors that are to be embedded in adjacent construction. Deliver such items to Project site in time for installation.

C. Coordinate size of security grilles and vents with size of ducts.

### 1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at **Project site**.

### 1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for detention enclosures.

B. Shop Drawings: For detention enclosures.

1. Include plans, elevations, sections, and attachment details.
2. Indicate location, plan, and dimension of each detention enclosure.

3. Indicate type of steel for each detention enclosure component.
4. Indicate requirements for cast-in anchors to be installed as work of other Sections.
5. Show elevations of each detention enclosure door and indicate location, dimensions, door swing/slide direction, details of detention door hardware and accessories, and preparations for power, signal, and control systems.

C. Samples for Initial Selection: For units with factory-applied color finishes.

D. Samples for Verification: For each type of detention enclosure indicated.

1. Include one full-size security grille and vent unit.

## 1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified **Installer manufacturer and testing agency**.

B. Welding certificates.

C. Material Certificates: For tool-resisting steel indicating compliance with the performance requirements for complete test sequence in accordance with applicable ASTM standard.

D. Material Test Reports: For tool-resisting steel, by a qualified testing agency.

E. Mill Certificates: For tool-resisting-steel rods used in woven-rod mesh assemblies, certifying that rods were fabricated from material with same chemical and physical properties as material used to fabricate tool-resisting-steel round bars.

F. Examination reports documenting inspections of substrates, areas, and conditions.

G. Anchor-inspection reports documenting inspections of built-in and cast-in anchors.

H. Field quality-control reports documenting inspections of installed products.

1. Field quality-control certification signed by Contractor **and Detention Specialist**.

## 1.6 CLOSEOUT SUBMITTALS

A. Maintenance Data: For doors in detention enclosures to include in maintenance manuals.

## 1.7 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Security Fasteners: Furnish not less than one box for every 50 boxes or fraction thereof, of each type and size of security fastener installed.
2. Tools: Provide **two** sets of tools for installing and removing security fasteners.

1.8 QUALITY ASSURANCE

A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.

B. Welding Qualifications: Qualify procedures and personnel in accordance with the following:

1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."
2. AWS D1.3, "Structural Welding Code - Sheet Steel."
3. AWS D1.6, "Structural Welding Code - Stainless Steel."

1.9 FIELD CONDITIONS

A. Field Measurements: Verify actual dimensions of construction contiguous with detention enclosures by field measurements before fabrication.

PART 2 - PRODUCTS

A. Tool-Resisting-Steel Bar Grilles, ASTM A627:

1. Grade 1:

a. Vertical Bars: 1-inch- (25.4-mm-) diameter, **double-ribbed, round hexagonal** composite tool-resisting-steel bars at **4 inches (102 mm)** o.c.
b. Horizontal Flat Bars: 3/8-by-2-1/2-inch (9.6-by-63.5-mm) composite tool-resisting-steel flat bars at **12 inches (305 mm)** o.c.
c. Perimeter Framing: 3/8-by-2-1/2-inch (9.6-by-63.5-mm) composite tool-resisting-steel flat bars.

B. Materials:

1. Tool-Resisting-Steel Round and Flat Bars: ASTM A627.
2. Mild-Steel Plates, Shapes, and Bars: ASTM A36/A36M.

C. Finishes:

1. Steel Factory Prime Finish: Clean, pretreat, and apply manufacturer's standard primer.

2.2 TOOL-RESISTING-STEEL, PERFORATED-PLATE SECURITY VENTS

A. Faceplate: 1/4-inch- (6-mm-) thick, homogeneous tool-resisting-steel plate; with 2-inch- (51-mm-) square perforations 1 inch (25 mm) apart in each direction.

B. Wire Mesh: 0.135-inch- (3.5-mm-) diameter steel wire woven into a 3/8-inch (9.5-mm) mesh, attached to faceplate by bolts or studs.

C. Backup Plate: 1/4-inch- (6-mm-) thick, homogeneous tool-resisting-steel plate with perforations matching faceplate.

D. Perimeter Frame: 3/16-inch- (4.8-mm-) thick, mild-steel flat bar with **masonry anchors**.

E. Materials:

1. Tool-Resisting-Steel Round and Flat Bars: ASTM A627.
2. Mild-Steel Plates, Shapes, and Bars: ASTM A36/A36M.

F. Finishes:

1. Steel Factory Prime Finish: Clean, pretreat, and apply manufacturer's standard primer.
2. Steel Baked-Enamel or Powder-Coat Finish: Clean, pretreat, and apply manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat. Comply with coating manufacturer's written instructions for applying and baking to achieve a minimum dry film thickness of 2 mils (0.05 mm).

a. Color and Gloss: **As selected by Architect from manufacturer's full range**.

## 2.3 ACCESSORIES

A. Concealed Bolts: ASTM A307, Grade A unless otherwise indicated.

B. Cast-in-Place Anchors in Concrete: Fabricated from corrosion-resistant materials capable of sustaining, without failure, a load equal to **four** times the load imposed, as determined by testing in accordance with ASTM E488/E488M, conducted by a qualified testing agency; of type indicated below.

1. Threaded or wedge type; galvanized ferrous castings, either ASTM A47/A47M malleable iron or ASTM A27/A27M cast steel. Provide bolts, washers, and shims as needed; hot-dip galvanized in accordance with ASTM A153/A153M or ASTM F2329/F2329M.

C. Embedded Plate Anchors: Fabricated from mild-steel shapes and plates, minimum 3/16 inch (4.8 mm) thick; with minimum 1/2-inch- (12.7-mm-) diameter, headed studs welded to back of plate.

D. Welding Rods and Bare Electrodes: Select in accordance with AWS specifications for metal alloy welded.

## 2.4 FABRICATION, GENERAL

A. Shop Assembly: Preassemble items in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.

B. Coordinate dimensions and attachment methods of detention enclosures with those of adjoining construction to produce integrated assemblies with closely fitting joints and with edges and surfaces aligned unless otherwise indicated.

C. Shear and punch metals cleanly and accurately. Remove burrs.

D. Form and grind edges and corners to be free of sharp edges or rough areas.

E. Form metal in maximum lengths to minimize joints. Form sheet-metal corners to smallest radius possible without causing grain separation or otherwise impairing the Work.

F. Weld corners and seams continuously to comply with referenced AWS standard and the following:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove welding flux immediately.
4. Finish exposed welds and surfaces smooth and blended at exposed connections so that no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
5. Weld before finishing components to greatest extent possible. Remove weld spatter and welding oxides from exposed surfaces by descaling or grinding.

G. Provide for anchorage of type indicated; coordinate with supporting structure. Fabricate and space anchoring devices to secure detention enclosures rigidly in place and to support indicated loads. Build in straps, plates, and brackets as needed to support and anchor fabricated items to adjoining construction. Reinforce formed-metal units as needed to attach and support other construction.

H. Cut, reinforce, drill, and tap detention enclosures as indicated to receive hardware, security fasteners, and similar items.

I. Form exposed work true to line and level with accurate angles, surfaces, and straight sharp edges.

J. Form exposed connections with hairline joints flush and smooth using concealed fasteners where possible. Use exposed security fasteners of type indicated or, if not indicated, flat-head (countersunk) security screws. Locate joints where least conspicuous.

K. Exterior Detention Enclosures: Allow for thermal movements from ambient and surface temperature changes. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1. Temperature Change (Range): **120 deg F (67 deg C), ambient;** material surfaces.

## 2.5 FABRICATION OF SECURITY GRILLES AND VENTS

A. Fabricate security grilles and vents with materials and to sizes and configurations indicated, complete with mounting flanges and anchors.

B. Security Grilles:

1. Orient axis of ribs of each double-ribbed round bar to run parallel to airflow.
2. Pass vertical round bars through, and positively interlock them with, horizontal flat bars at each intersection without reducing circumference of round bars at these intersections and without using pipe sleeves, swedging, calking, or interlocks that depend on friction. Weld horizontal flat bars to perimeter sleeve.**Weld vertical round bars at each intersection with flat bars on top side of flat bar.**
3. Pass ends of round bars through flat bars **and weld to flat bars**.
4. Weld flat bar interior frame along perimeter sleeve.
5. Weld one angle mounting frame to perimeter sleeve. Leave other angle mounting frame loose for field installation.

C. Where bolts are used to secure wire mesh, once secured, batter threads to prevent nut removal.

## 2.6 SECURITY FASTENERS

1. Drive-System Type: **Pinned Torx-Plus** or **Pinned Torx**.
2. Fastener Strength: 120,000 psi (827 MPa).
3. Socket Button Head Fasteners:

    a. Heat-treated alloy steel, ASTM F835 (ASTM F835M).
    b. Stainless steel, ASTM F879 (ASTM F879M), Group 1 CW.

4. Socket Flat Countersunk Head Fasteners:

    a. Heat-treated alloy steel, ASTM F835 (ASTM F835M).
    b. Stainless steel, ASTM F879 (ASTM F879M), Group 1 CW.

5. Socket Head Cap Fasteners:

    a. Heat-treated alloy steel, ASTM A574 (ASTM A574M).
    b. Stainless steel, ASTM F837 (ASTM F837M), Group 1 CW.

6. Protective Coatings for Heat-Treated Alloy Steel:

    a. Zinc and clear trivalent chromium where indicated.
    b. Zinc phosphate with oil, ASTM F1137, Grade I, or black oxide unless otherwise indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of detention enclosures.

B. Examine roughing-in for embedded and built-in anchors to verify actual locations of detention enclosure connections before installation.

C. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of detention enclosures.

D. Inspect built-in and cast-in anchor installations, before installing detention enclosures, to verify that anchor installations comply with requirements. Prepare inspection reports.

1. Remove and replace anchors where inspections indicate that they do not comply with specified requirements. Reinspect after repairs or replacements are made.
2. Perform additional inspections to determine compliance of replaced or additional work. Prepare inspection reports.

E. Verify locations of detention enclosures with those indicated on Shop Drawings.

F. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

A. Install detention enclosures plumb, rigid, properly aligned, and securely fastened in place, complying with manufacturer's written recommendations.

B. Fastening to In-Place Construction: Provide anchorage devices and fasteners where necessary for securing detention enclosures to in-place construction. Include threaded fasteners for inserts, security fasteners, and other connectors.

C. Cutting, Fitting, and Placement: Obtain manufacturer's written approval for cutting, drilling, and fitting required for installing detention enclosures. Set detention enclosures accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.

D. Provide temporary bracing or anchors in formwork for items that are to be built into adjacent construction.

E. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.

F. Field Welding: Comply with the following requirements:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove welding flux immediately.
4. Finish exposed welds and surfaces smooth and blended at exposed connections so that no roughness shows after finishing and contour of welded surface matches that of adjacent surface.

## 3.3 INSTALLATION OF SECURITY GRILLES AND VENTS

A. Locations: Unless otherwise indicated, install security grilles and vents in penetrations and openings with dimensions exceeding **8 inches (203 mm)** in **either direction**.

B. Support Frames: Set support frames in adjacent construction.

C. Field weld angle mounting frame in place from back side.

D. Field weld perimeter frames to duct sleeves.

## 3.4 FIELD QUALITY CONTROL

A. Prepare inspection reports and indicate compliance with and deviations from the Contract Documents.

B. Remove and replace detention work if inspections indicate that work does not comply with specified requirements. Remove malfunctioning units; replace with new units.

C. Perform additional inspections to determine compliance of replaced or additional work. Prepare inspection reports.

D. Prepare field quality-control certification **endorsed by Detention Specialist** that states installed products comply with requirements in the Contract Documents.

## 3.5 CLEANING AND PROTECTION

A. Touchup Painting:

1. Immediately after erection, clean bolted connections and abraded areas of shop paint, and paint exposed areas with same material used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.
2. Cleaning and touchup painting of bolted connections and abraded areas of shop paint are being provided by the owner.

B. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas; repair galvanizing to comply with ASTM A780/A780M.

END OF SECTION 055963

# SECTION 064023 - INTERIOR ARCHITECTURAL WOODWORK

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

A. This Section includes the following:

1.
2. Plastic-laminate faced wood paneling
3. Manufactured plastic-laminate faced casework
4. Plastic-laminate clad countertops

B. Related Sections include the following:

1. Division 06 Section "Rough Carpentry" for wood furring, blocking, shims, and hanging strips required for installing woodwork and concealed within other construction before woodwork installation.
2. Division 09 Section “Gypsum Board” for reinforcements in partitions for anchoring casework.

### 1.3 DEFINITIONS

A. Interior architectural woodwork includes wood furring, blocking, shims, and hanging strips for installing woodwork items unless concealed within other construction before woodwork installation.

B. Definitions in the AWI’s, AWMAC’s and WI’s “Architectural Woodwork Standards” apply to the work in this Section.

C. MDF: Medium-density fiberboard.

D. Hardwood Plywood: A panel product composed of layers of piles of veneer, or of veneers in combination with lumber core, hardboard core, MDF core, or particleboard core, joined with adhesive, and faced both front and back with hardwood veneers.

### 1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at project site.

## 1.5 COORDINATION

A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to ensure that casework can be supported and installed as indicated.

## 1.6 SUBMITTALS

A. Product Data: For each type of product indicated, including cabinet hardware and accessories.

1. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements.

B. Shop Drawings: Show location of each item, dimensioned plans and elevations, large-scale details, attachment devices, and other components.

1. Show details full size.
2. Show locations and sizes of furring, blocking, and hanging strips, including concealed blocking and reinforcement specified in other Sections.
3. For wood countertops, show locations and sizes of cutouts and holes for electrical switches and outlets, pass-through trays and other items installed in wood countertops.
4. Show veneer leaves with dimensions, grain direction, exposed face, and identification numbers indicating the flitch and sequence within the flitch for each leaf.
5. Apply AWI Quality Certification Program label to Shop Drawings.

C. Samples for Initial Selection and Cabinet Finishes:

1. PVC edge material.

D. Samples for Verification:

1. Lumber with or for transparent finish, not less than 5 inches wide by 24 inches long, for each species and cut, finished on 1 side and 1 edge.
2. Veneer-faced panel products with or for transparent finish, 8 by 10 inches, for each species and cut. Include at least one face-veneer seam and finish as specified.
3. Plastic laminates, 8 by 10 inches, for each type, color, pattern, and surface finish and specified edge material applied to 1 edge.
4. For wood countertops, submit shop-applied transparent finish.

E. Product Certificates: For each type of product, signed by product manufacturer.

F. Qualification Data: For Installer

## 1.7 QUALITY ASSURANCE

A. Fabricator Qualifications: Shop that employs skilled workers who custom-fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.

B. Source Limitations: Engage a qualified woodworking firm to assume undivided responsibility for production of interior architectural woodwork with sequence-matched wood.

C. Quality Standard: Unless otherwise indicated, comply with AWI's "Architectural Woodwork Quality Standards" for grades of interior architectural woodwork indicated for construction, finishes, installation, and other requirements.

D. Woodwork Quality Standard Compliance Certificates: AWI Quality Certification Program certificates

E. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination."

## 1.8 DELIVERY, STORAGE, AND HANDLING

A. Do not deliver woodwork until painting and similar operations that could damage woodwork have been completed in installation areas. If woodwork must be stored in other than installation areas, store only in areas where environmental conditions comply with requirements specified in "Project Conditions" Article.

## 1.9 FIELD CONDITIONS

A. Environmental Limitations: Do not deliver or install woodwork until building is enclosed, wet work is complete, and HVAC system is operating and maintaining temperature and relative humidity at occupancy levels during the remainder of the construction period.

1. Environmental Limitations specific to Plastic-Laminated-Clad and Wood Countertops: Do not deliver or install wood countertops until building is enclosed, wet work is complete, and HVAC system is operating and maintaining temperature between 60 and 90 deg F (16 and 32 deg C) and relative humidity between 17 and 50 percent during the remainder of the construction period.

B. Field Measurements: Where woodwork is indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

1. Locate concealed framing, blocking, and reinforcements that support woodwork by field measurements before being enclosed, and indicate measurements on Shop Drawings.
2. Established Dimensions: Where field measurements cannot be made without delaying the Work, establish dimensions and proceed with fabricating woodwork without field

measurements. Provide allowance for trimming at site, and coordinate construction to ensure that actual dimensions correspond to established dimensions.

C. Established Dimensions: Where wood countertops are indicated to fit to other construction, establish dimensions for areas where wood countertops are to fit. Provide allowance for trimming at site, and coordinate construction to ensure that actual dimensions correspond to established dimensions.

## 1.10 COORDINATION

A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to ensure that interior architectural woodwork can be supported and installed as indicated.

# PART 2 - PRODUCTS

## 2.1 PLASTIC LAMINATE FACED WOOD PANELING

A. Grade: Premium

B. Plastic Laminate: As specified below for manufactured casework.

C. Panel Core: Medium-Density Fiberboard: ANSI A208.2, Grade MD, made with binder containing no urea formaldehyde

1. Thickness: As indicated.

D. Adhesives for Bonding Plastic Laminate: Unpigmented contact cement

## 2.2 CASEWORK MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to:

1. Manufactured Casework:

a. LSI Corporation of America; a Sagas International Company
b. TMI Systems
c. Westmark

B. Source Limitations: Obtain plastic-laminate-faced cabinets from a single manufacturer.

2.3 CASEWORK FABRICATIONS

A. Quality Standard: Unless otherwise indicated, comply with the AWI's, AWMAC's, and WI's "Architectural Woodwork Standards" for grades of casework indicated for construction, finishes, installation, and other requirements.

1. Grade: Custom
2. Provide certificates from AWI certification program indicating that casework, including installation, complies with requirements of grades specified.

B. Product Designations: Drawings indicate sizes, configurations, and finish materials of manufactured plastic-laminate-faced cabinets.

C. Type of Construction: Countertops

D. Style: Flush overlay

E. Reveal Dimension: As indicated

F. High-Pressure Decorative Laminate: NEMA LD 3, grades as indicated or if not indicated, as required by woodwork quality standard.

1. Provide plastic laminate by one of the following manufacturers:

a. Formica
b. Wilsonart
c. Laminart
d. Pionite
e. Nevamar

2. Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces complying with the following requirements.

a. As indicated in Color and Materials Schedule.

G. Laminate Cladding for Exposed Surfaces:

1. Horizontal Surfaces: Grade HGL.
2. Postformed Surfaces: Grade HGP.
3. Vertical Surfaces: Grade VGS minimum.
4. Edges: Grade HGS, PVC edge banding, 0.12 inch thick, matching laminate in color, pattern, and finish.
5. Pattern Direction: Run Vertically applied Laminate pattern, and grain vertically. Run Horizontal Laminate from side to side, not front to back.
6. Grain Direction for Wood Grain Plastic Laminate:

a. Vertical on both doors and drawer fronts, with continuous vertical matching.
b. Vertical on doors, horizontal on drawer fronts.
c. Lengthwise on face frame members.

d. Vertical on end panels.
e. Side to side on bottoms and tops of units.
f. Vertical on knee-space panels.

7.

H. Concealed Materials:

1. Solid Wood: Any hardwood or softwood species, with no defects affecting strength or utility.
2. Plywood: Hardwood plywood.
3. Plastic Laminate: Grade BKL.
4. Particleboard.
5. MDF.
6. Hardboard.

## 2.4 COUNTERTOP MATERIALS

A. General: Provide materials that comply with requirements of AWI's quality standard for each type of woodwork and quality grade specified, unless otherwise indicated.

B. Salvaged Wood Countertops

1. Quality Standard: Unless otherwise indicated, comply with the "Architectural Woodwork Standards" for grades indicated for construction, finishes, installation, and other requirements.
2. Grade: Premium.
3. Wood countertop fabricators. Basis of Design Product: Subject to compliance with requirements, provide:

a. Meyer Wells

4. Type of Top: Solid wide width for transparent finish. Solid wood, edge glued, with crown direction reversed in adjacent boards, to produce widths indicated. Select boards for similarity of color and grain and arrange boards for optimum match between adjacent boards.

a. Wood Species and Cut: As indicated.

1) Species: Salvaged Western maple to be stained ‘Smoke on Fir”, transparent sealer finish
2) Cut: per manufacturer’s recommendations and/or availability.

## 2.5 FIRE-RETARDANT-TREATED MATERIALS

A. Fire-Retardant-Treated Materials, General: Where fire-retardant-treated materials are indicated, use materials complying with requirements in this article that are acceptable to authorities

having jurisdiction and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.

1. Use treated materials that comply with requirements of referenced woodworking standard. Do not use materials that are warped, discolored, or otherwise defective.
2. Use fire-retardant-treatment formulations that do not bleed through or otherwise adversely affect finishes. Do not use colorants to distinguish treated materials from untreated materials.
3. Identify fire-retardant-treated materials with appropriate classification marking of qualified testing agency in the form of removable paper label or imprint on surfaces that will be concealed from view after installation.

B. Fire-Retardant-Treated Lumber and Plywood: Products with a flame-spread index of 25 or less when tested according to ASTM E 84, with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet (3.2 m) beyond the centerline of the burners at any time during the test.

1. Kiln dry lumber and plywood after treatment to a maximum moisture content of 19 and 15 percent, respectively.
2. For items indicated to receive a stained or natural finish, use organic resin chemical formulation.
3. Mill lumber after treatment within limits set for wood removal that do not affect listed fire-test-response characteristics, using a woodworking shop certified by testing and inspecting agency.
4. Mill lumber before treatment and implement special procedures during treatment and drying processes that prevent lumber from warping and developing discolorations from drying sticks or other causes, marring, and other defects affecting appearance of treated woodwork.

## 2.6 MISCELLANEOUS MATERIALS

A. Furring, Blocking, Shims, and Hanging Strips: Fire-retardant-treated softwood lumber, kiln dried to less than 15 percent moisture content.

B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide nonferrous-metal or hot-dip galvanized anchors and inserts on inside face of exterior walls and elsewhere as required for corrosion resistance. Provide toothed-steel or lead expansion sleeves for drilled-in-place anchors.

C. Adhesives, General: Do not use adhesives that contain urea formaldehyde.

D. VOC Limits for Installation Adhesives and Glues: Use installation adhesives that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):

1. Wood Glues: 30 g/L.
2. Contact Adhesive: 250 g/L.

E. Adhesive for Bonding Plastic Laminate: Unpigmented contact cement.

1. Adhesive for Bonding Edges: Hot-melt adhesive or adhesive specified above for faces.

2.7 FABRICATION, GENERAL

A. Sand fire-retardant-treated wood lightly to remove raised grain on exposed surfaces before fabrication.

B. Interior Woodwork Grade: Unless otherwise indicated, provide Custom-grade interior woodwork complying with referenced quality standard.

C. Wood Moisture Content: Comply with requirements of referenced quality standard for wood moisture content in relation to ambient relative humidity during fabrication and in installation areas.

D. Fabricate woodwork to dimensions, profiles, and details indicated. Ease edges to radius indicated for the following:

1. Corners of Cabinets and Edges of Solid-Wood (Lumber) Members 3/4 Inch Thick or Less: 1/16 inch.
2. Edges of Rails and Similar Members More Than 3/4 Inch Thick: 1/8 inch.
3. Corners of Cabinets and Edges of Solid-Wood (Lumber) Members and Rails: 1/16 inch.

E. Complete fabrication, including assembly, finishing, and hardware application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.

F. Shop-cut openings to maximum extent possible to receive hardware, appliances, plumbing fixtures, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.

1. Seal edges of openings in countertops with a coat of varnish.

PART 3 - EXECUTION

3.1 PREPARATION

A. Before installation, condition woodwork to average prevailing humidity conditions in installation areas.

B. Before installing architectural woodwork, examine shop-fabricated work for completion and complete work as required, including removal of packing and backpriming.

C. Before installing interior finish carpentry, condition materials to average prevailing humidity in installation areas for a minimum of 24 hours.

## 3.2 INSTALLATION

A. Grade: Install woodwork to comply with requirements for the same grade specified in Part 2 for fabrication of type of woodwork involved.

B. Assemble woodwork and complete fabrication at Project site to comply with requirements for fabrication in Part 2, to extent that it was not completed in the shop.

C. Install woodwork level, plumb, true, and straight. Shim as required with concealed shims. Install level and plumb (including tops) to a tolerance of 1/8 inch in 96 inches.

D. Scribe and cut woodwork to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.

E. Anchor woodwork to anchors or blocking built in or directly attached to substrates. Secure with countersunk, concealed fasteners and blind nailing as required for complete installation. Use fine finishing nails or finishing screws for exposed fastening, countersunk and filled flush with woodwork and matching final finish if transparent finish is indicated.

F. Touch up finishing work specified in this Section after installation of woodwork. Fill nail holes with matching filler where exposed.

G. Refer to Division 09 Sections for final finishing of installed architectural woodwork not indicated to be shop finished.

H. Hardwood Trim Installation:

1. Install with minimum number of joints practical, using full-length pieces from maximum lengths of lumber available. Do not use pieces less than 24 inches (610 mm) long, except where necessary. Stagger joints in adjacent and related standing and running trim. Cope at returns and miter at corners to produce tight-fitting joints with full-surface contact throughout length of joint. Use scarf joints for end-to-end joints. Plane backs of casings to provide uniform thickness across joints where necessary for alignment.

    a. Match color and grain pattern of trim for transparent finish (stain or clear finish) across.
    b. Install trim after gypsum board joint finishing operations are completed.
    c. Drill pilot holes in hardwood before fastening to prevent splitting. Fasten to prevent movement or warping. Countersink fastener heads on exposed carpentry work and fill holes.
    d. Sand smooth entire surface of panels, with no greater than 120 grit sandpaper, and ease all exposed edges.

## 3.3 ADJUSTING AND CLEANING

A. Repair damaged and defective woodwork, where possible, to eliminate functional and visual defects; where not possible to repair, replace woodwork. Adjust joinery for uniform appearance.

B. Clean, lubricate, and adjust hardware.

C. Clean woodwork on exposed and semiexposed surfaces. Touch up shop-applied finishes to restore damaged or soiled areas.

END OF SECTION 064023

# SECTION 078413 - PENETRATION FIRESTOPPING

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section Includes: Penetration firestopping systems.

B. Related Requirements:

1. Section 078443 "Joint Firestopping" for joints in or between fire-resistance-rated construction, at exterior curtain-wall/floor intersections, and in smoke barriers.

### 1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at **Project site**.

### 1.3 ACTION SUBMITTALS

A. Product Data: Penetration firestopping systems.

B. Product Schedule: For each penetration firestopping system. Include location, illustration of firestopping system, and design designation of qualified testing and inspecting agency.

1. Engineering Judgments: Where Project conditions require modification to a qualified testing and inspecting agency's illustration for a particular penetration firestopping system, submit illustration, with modifications marked, approved by penetration firestopping system manufacturer's fire-protection engineer as an engineering judgment or equivalent fire-resistance-rated assembly developed in accordance with current International Firestop Council (IFC) guidelines. Obtain approval of authorities having jurisdiction prior to submittal.

### 1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

B. Listed System Designs: For each penetration firestopping system, for tests performed by a qualified testing agency.

### 1.5 CLOSEOUT SUBMITTALS

A. Installer Certificates: From Installer indicating that penetration firestopping systems have been installed in compliance with requirements and manufacturer's written instructions.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: A firm that has been approved by FM Approvals according to FM Approvals 4991, "Approval Standard for Firestop Contractors," or been evaluated by UL and found to comply with its "Qualified Firestop Contractor Program Requirements."

1.7 PROJECT CONDITIONS

A. Environmental Limitations: Do not install penetration firestopping system when ambient or substrate temperatures are outside limits permitted by penetration firestopping system manufacturers or when substrates are wet because of rain, frost, condensation, or other causes.

B. Install and cure penetration firestopping materials per manufacturer's written instructions using natural means of ventilations or, where this is inadequate, forced-air circulation.

1.8 COORDINATION

A. Coordinate construction of openings and penetrating items to ensure that penetration firestopping systems can be installed according to specified firestopping system design.

B. Coordinate sizing of sleeves, openings, core-drilled holes, or cut openings to accommodate penetration firestopping systems.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

A. Obtain penetration firestop systems for each type of opening indicated from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

A. Fire-Test-Response Characteristics:

1. Perform penetration firestopping system tests by a qualified testing agency acceptable to authorities having jurisdiction.
2. Test in accordance with testing standards referenced in "Penetration Firestopping Systems" Article. Provide rated systems complying with the following requirements:

a. Penetration firestop systems installed with products bearing the classification marking of a qualified product certification agency in accordance with listed system designs published by a qualified testing agency.

1) UL in its online directory "Product iQ."
2) Intertek Group in its "Directory of Building Products."

3) FM Approvals in its "Approval Guide."

## 2.3 PENETRATION FIRESTOPPING SYSTEMS

A. Penetration Firestopping Systems: Systems that resist spread of fire, passage of smoke and other gases, and maintain original fire-resistance rating of construction penetrated. Penetration firestopping systems are to be compatible with one another, with the substrates forming openings, and with penetrating items if any.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. 3M Fire Protection Products.
   b. Grabber Construction Products.
   c. Hilti, Inc.
   d. Passive Fire Protection Partners.
   e. RectorSeal Firestop; a CSW Industrials Company.
   f. Specified Technologies, Inc.
   g. Tremco, Inc.

B. Penetrations in Fire-Resistance-Rated Walls: Penetration firestopping systems with ratings determined in accordance with ASTM E814 or UL 1479.

1. F-Rating: Not less than the fire-resistance rating of the wall penetrated.
2. Membrane Penetrations: Install recessed fixtures such that the required fire resistance will not be reduced.

C. Penetrations in Horizontal Assemblies: Penetration firestopping systems with ratings determined in accordance with ASTM E814 or UL 1479.

1. F-Rating: At least one hour, but not less than the fire-resistance rating of the floor penetrated.
2. T-Rating: At least one hour, but not less than the fire-resistance rating of the floor. The following floor penetrations do not require a T-rating:

   a. Those within the cavity of a wall.
   b. Floor, tub, or shower drains within a concealed space.
   c. 4-inch (200-mm) or smaller metal conduit penetrating directly into metal-enclosed electrical switchgear.

3. W-Rating: Provide penetration firestopping systems with a Class 1 W-rating in accordance with UL 1479.

D. Penetrations in Smoke Barriers: Penetration firestopping systems with ratings determined in accordance with UL 1479.

1. L-Rating: Not exceeding 5.0 cfm/sq. ft. (0.025 cu. m/s per sq. m) of penetration opening and no more than 50-cfm (0.024-cu. m/s) cumulative total for any 100 sq. ft. (9.3 sq. m) at both ambient and elevated temperatures.

E. Accessories: Provide components for each penetration firestopping system that are needed to install fill materials and to maintain ratings required. Use only those components specified by penetration firestopping system manufacturer and approved by qualified testing and inspecting agency for conditions indicated.

1. Permanent forming/damming/backing materials.
2. Substrate primers.
3. Collars.
4. Steel sleeves.

## 2.4 FILL MATERIALS

A. Cast-in-Place Firestop Devices: Factory-assembled devices for use in cast-in-place concrete floors and consisting of an outer sleeve lined with an intumescent strip, a flange attached to one end of the sleeve for fastening to concrete formwork, and a neoprene gasket.

B. Latex Sealants: Single-component latex formulations that do not re-emulsify after cure during exposure to moisture.

C. Firestop Devices: Factory-assembled collars formed from galvanized steel and lined with intumescent material sized to fit specific diameter of penetrant.

D. Intumescent Composite Sheets: Rigid panels consisting of aluminum-foil-faced intumescent elastomeric sheet bonded to galvanized-steel sheet.

E. Intumescent Putties: Nonhardening, water-resistant, intumescent putties containing no solvents or inorganic fibers.

F. Intumescent Wrap Strips: Single-component intumescent elastomeric strips for use around combustible penetrants.

G. Mortars: Prepackaged dry mixes consisting of a blend of inorganic binders, hydraulic cement, fillers and lightweight aggregate formulated for mixing with water at Project site to form a nonshrinking, homogeneous mortar.

H. Pillows/Bags: Compressible, removable, and reusable intumescent pillows encased in fire-retardant polyester or glass-fiber cloth. Where exposed, cover openings with steel-reinforcing wire mesh to protect pillows/bags from being easily removed.

I. Silicone Foams: Multicomponent, silicone-based liquid elastomers that, when mixed, expand and cure in place to produce a flexible, nonshrinking foam.

J. Silicone Sealants: Single-component, silicone-based, neutral-curing elastomeric sealants.

2.5 MIXING

A. Penetration Firestopping Materials: For those products requiring mixing before application, comply with penetration firestopping system manufacturer's written instructions for accurate proportioning of materials, water (if required), type of mixing equipment, selection of mixer speeds, mixing containers, mixing time, and other items or procedures needed to produce products of uniform quality with optimum performance characteristics for application indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Installer present, for compliance with requirements for opening configurations, penetrating items, substrates, and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning: Before installing penetration firestopping systems, clean out openings immediately to comply with manufacturer's written instructions and with the following requirements:

1. Remove from surfaces of opening substrates and from penetrating items foreign materials that could interfere with adhesion of penetration firestopping materials.
2. Clean opening substrates and penetrating items to produce clean, sound surfaces capable of developing optimum bond with penetration firestopping materials. Remove loose particles remaining from cleaning operation.
3. Remove laitance and form-release agents from concrete.

B. Prime substrates where recommended in writing by manufacturer using that manufacturer's recommended products and methods. Confine primers to areas of bond; do not allow spillage and migration onto exposed surfaces.

3.3 INSTALLATION OF PENETRATION FIRESTOPPING SYSTEMS

A. General: Install penetration firestopping systems to comply with manufacturer's written installation instructions and published drawings for products and applications.

B. Install forming materials and other accessories of types required to support fill materials during their application and in the position needed to produce cross-sectional shapes and depths required to achieve fire ratings.

1. After installing fill materials and allowing them to fully cure, remove combustible forming materials and other accessories not forming permanent components of firestopping.

C. Install fill materials by proven techniques to produce the following results:

1. Fill voids and cavities formed by openings, forming materials, accessories and penetrating items to achieve required fire-resistance ratings.
2. Apply materials so they contact and adhere to substrates formed by openings and penetrating items.
3. For fill materials that will remain exposed after completing the Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.

## 3.4 IDENTIFICATION

A. Wall Identification: Permanently label walls containing penetration firestopping systems with the words "FIRE AND/OR SMOKE BARRIER - PROTECT ALL OPENINGS," using lettering not less than 3 inches (76 mm) high and with minimum 0.375-inch (9.5-mm) strokes.

1. Locate in accessible concealed floor, floor-ceiling, or attic space at 15 feet (4.57 m) from end of wall and at intervals not exceeding 30 feet (9.14 m).

B. Penetration Identification: Identify each penetration firestopping system with legible metal or plastic labels. Attach labels permanently to surfaces adjacent to and within 6 inches (150 mm) of penetration firestopping system edge so labels are visible to anyone seeking to remove penetrating items or firestopping systems. Use mechanical fasteners or self-adhering-type labels with adhesives capable of permanently bonding labels to surfaces on which labels are placed. Include the following information on labels:

1. The words "Warning - Penetration Firestopping - Do Not Disturb. Notify Building Management of Any Damage."
2. Contractor's name, address, and phone number.
3. Designation of applicable testing and inspecting agency.
4. Date of installation.
5. Manufacturer's name.
6. Installer's name.

## 3.5 FIELD QUALITY CONTROL

A. Owner will engage a qualified testing agency to perform tests and inspections according to ASTM E2174.

B. Where deficiencies are found or penetration firestopping system is damaged or removed because of testing, repair or replace penetration firestopping system to comply with requirements.

C. Proceed with enclosing penetration firestopping systems with other construction only after inspection reports are issued and installations comply with requirements.

## 3.6 CLEANING AND PROTECTION

A. Clean off excess fill materials adjacent to openings as the Work progresses by methods and with cleaning materials that are approved in writing by penetration firestopping system manufacturers and that do not damage materials in which openings occur.

B. Provide final protection and maintain conditions during and after installation that ensure that penetration firestopping systems are without damage or deterioration at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, immediately cut out and remove damaged or deteriorated penetration firestopping material and install new materials to produce systems complying with specified requirements.

END OF SECTION 078413

# SECTION 078443 - JOINT FIRESTOPPING

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section Includes:

1. Joints in or between fire-resistance-rated construction.
2. Joints in smoke barriers.

B. Related Requirements:

1. Section 078413 "Penetration Firestopping" for penetrations in fire-resistance-rated walls, horizontal assemblies, and smoke barriers **and for wall identificatio**n.
2. Section 092216 "Non-Structural Metal Framing" for firestop tracks for metal-framed partition heads.

### 1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at **Project site**.

### 1.3 ACTION SUBMITTALS

A. Product Data:

1. Joints in or between fire-resistance-rated construction.
2. Joints in smoke barriers.

B. Product Schedule: For each joint firestopping system. Include location, illustration of firestopping system, and design designation of qualified testing agency.

1. Engineering Judgments: Where Project conditions require modification to a qualified testing agency's illustration for a particular joint firestopping system condition, submit illustration, with modifications marked, approved by joint firestopping system manufacturer's fire-protection engineer as an engineering judgment or equivalent fire-resistance-rated assembly developed in accordance with current International Firestop Council (IFC) guidelines.

### 1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

B. Listed System Designs: For each joint firestopping system, for tests performed by a qualified testing agency.

1.5 CLOSEOUT SUBMITTALS

A. Installer Certificates: From Installer indicating that joint firestopping systems have been installed in compliance with requirements and manufacturer's written instructions.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: A firm that has been approved by FM Approvals according to FM Approvals 4991, "Approval of Firestop Contractors," or been evaluated by UL and found to comply with UL's "Qualified Firestop Contractor Program Requirements."

1.7 PROJECT CONDITIONS

A. Environmental Limitations: Do not install joint firestopping systems when ambient or substrate temperatures are outside limits permitted by joint firestopping system manufacturers or when substrates are wet due to rain, frost, condensation, or other causes.

B. Install and cure joint firestopping systems per manufacturer's written instructions using natural means of ventilation or, where this is inadequate, forced-air circulation.

1.8 COORDINATION

A. Coordinate construction of joints to ensure that joint firestopping systems can be installed according to specified firestopping system design.

B. Coordinate sizing of joints to accommodate joint firestopping systems.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

A. Obtain joint firestop systems for each type of joint opening indicated from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

A. Fire-Test-Response Characteristics:

1. Perform joint firestopping system tests by a qualified testing agency acceptable to authorities having jurisdiction.

2. Test per testing standards referenced in "Joint Firestopping Systems" Article. Provide rated systems complying with the following requirements:

   a. Joint firestop systems installed with products bearing the classification marking of a qualified product certification agency in accordance with Listed System Designs published by a qualified testing agency.

      1) UL in its online directory "Product iQ."
      2) Intertek Group in its "Directory of Building Products."

B. Rain/Water Resistance: For perimeter fire-barrier system applications, where inclement weather or greater-than-transient water exposure is expected, use products that dry rapidly and cure in the presence of atmospheric moisture sufficient to pass ASTM D6904 early rain-resistance test (24-hour exposure).

## 2.3 JOINT FIRESTOPPING SYSTEMS

A. Joint Firestopping Systems: Systems that resist spread of fire, passage of smoke and other gases, and maintain original fire-resistance rating of assemblies in or between which joint firestopping systems are installed. Joint firestopping systems must accommodate building movements without impairing their ability to resist the passage of fire and hot gases.

1. Joint firestopping systems that are compatible with one another, with the substrates forming openings, and with penetrating items, if any.
2. Provide products that, upon curing, do not re-emulsify, dissolve, leach, breakdown, or otherwise deteriorate over time from exposure to atmospheric moisture, sweating pipes, ponding water or other forms of moisture.
3. Provide firestop products that do not contain ethylene glycol.

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. 3M Fire Protection Products.
2. Hilti, Inc.
3. RectorSeal Firestop; a CSW Industrials Company.
4. Rockwool International.
5. Specified Technologies, Inc.
6. Thermafiber, Inc.; an Owens Corning company.
7. Tremco, Inc.

C. Joints in or between Fire-Resistance-Rated Construction: Provide joint firestopping systems with ratings determined per ASTM E1966 or UL 2079.

1. Fire-Resistance Rating: Equal to or exceeding the fire-resistance rating of the wall, floor, or roof in or between which it is installed.

D. Joints in Smoke Barriers: Provide joint firestopping systems with ratings determined per UL 2079 based on testing at a positive pressure differential of 0.30-inch wg (74.7 Pa).

1. L-Rating: Not exceeding 5.0 cfm/ft. (0.00775 cu. m/s x m) of joint at both ambient and
2. elevated temperatures.

2.4 ACCESSORIES

A. Provide components of joint firestopping systems, including primers and forming materials, that are needed to install elastomeric fill materials and to maintain ratings required. Use only components specified by joint firestopping system manufacturer and approved by the qualified testing agency for conditions indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Installer present, for compliance with requirements for joint configurations, substrates, and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning: Before installing joint firestopping systems, clean joints immediately to comply with fire-resistive joint system manufacturer's written instructions and the following requirements:

1. Remove from surfaces of joint substrates foreign materials that could interfere with adhesion of elastomeric fill materials or compromise fire-resistive rating.
2. Clean joint substrates to produce clean, sound surfaces capable of developing optimum bond with elastomeric fill materials. Remove loose particles remaining from cleaning operation.
3. Remove laitance and form-release agents from concrete.

B. Prime substrates where recommended in writing by joint firestopping system manufacturer using that manufacturer's recommended products and methods. Confine primers to areas of bond; do not allow spillage and migration onto exposed surfaces.

C. Apply a suitable bond-breaker to prevent three-sided adhesion in applications where this condition occurs, such as the intersection of a gypsum wall to floor or roof assembly where the joint is backed by a steel ceiling runner or track.

3.3 INSTALLATION

A. General: Install joint firestopping systems to comply with manufacturer's written installation instructions and published drawings for products and applications indicated.

B. Install forming materials and other accessories of types required to support elastomeric fill materials during their application and in position needed to produce cross-sectional shapes and depths required to achieve fire ratings indicated.

1. After installing elastomeric fill materials and allowing them to fully cure, remove combustible forming materials and other accessories not indicated as permanent components of fire-resistive joint system.

C. Install elastomeric fill materials for joint firestopping systems by proven techniques to produce the following results:

1. Elastomeric fill voids and cavities formed by joints and forming materials as required to achieve fire-resistance ratings indicated.
2. Apply elastomeric fill materials so they contact and adhere to substrates formed by joints.
3. For elastomeric fill materials that will remain exposed after completing the Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.

## 3.4 IDENTIFICATION

A. Wall Identification: Permanently label walls containing firestopping systems with the words "FIRE AND/OR SMOKE BARRIER - PROTECT ALL OPENINGS," using lettering not less than 3 inches (76 mm) high and with minimum 0.375-inch (9.5-mm) strokes.

1. Locate in accessible concealed floor, floor-ceiling, or attic space at 15 ft. (4.57 m) from end of wall and at intervals not exceeding 30 ft. (9.14 m).

B. Joint Identification: Identify joint firestopping systems with legible metal or plastic labels. Attach labels permanently to surfaces adjacent to and within 6 inches (150 mm) of joint edge so labels are visible to anyone seeking to remove or joint firestopping system. Use mechanical fasteners or self-adhering-type labels with adhesives capable of permanently bonding labels to surfaces on which labels are placed. Include the following information on labels:

1. The words "Warning - Joint Firestopping - Do Not Disturb. Notify Building Management of Any Damage."
2. Contractor's name, address, and phone number.
3. Designation of applicable testing agency.
4. Date of installation.
5. Manufacturer's name.
6. Installer's name.

## 3.5 FIELD QUALITY CONTROL

A. Owner will engage a qualified testing agency to perform tests and inspections in accordance with ASTM E2393.

B. Where deficiencies are found or joint firestopping systems are damaged or removed due to testing, repair or replace joint firestopping systems so they comply with requirements.

C. Proceed with enclosing joint firestopping systems with other construction only after inspection reports are issued and installations comply with requirements.

## 3.6 CLEANING AND PROTECTION

A. Clean off excess elastomeric fill materials adjacent to joints as the Work progresses by methods and with cleaning materials that are approved in writing by joint firestopping system manufacturers and that do not damage materials in which joints occur.

B. Provide final protection and maintain conditions during and after installation that ensure joint firestopping systems are without damage or deterioration at time of Substantial Completion. If damage or deterioration occurs despite such protection, cut out and remove damaged or deteriorated joint firestopping systems immediately and install new materials to produce joint firestopping systems complying with specified requirements.

END OF SECTION 078443

# SECTION 079200 - JOINT SEALANTS

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section Includes:

1. Security joint sealants

B. Related Requirements:

### 1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at **Project site**.

### 1.3 ACTION SUBMITTALS

A. Product Data:

1. Security joint sealants

B. Samples for Initial Selection: Manufacturer's standard color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.

C. Samples for Verification: For each type and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- (13-mm-) wide joints formed between two 6-inch- (150-mm-) long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

D. Joint-Sealant Schedule: Include the following information:

1. Joint-sealant application, joint location, and designation.
2. Joint-sealant manufacturer and product name.
3. Joint-sealant formulation.
4. Joint-sealant color.

### 1.4 INFORMATIONAL SUBMITTALS

A. Preconstruction Laboratory Test Schedule: Include the following information for each joint sealant and substrate material to be tested:

1. Joint-sealant location and designation.
2. Manufacturer and product name.
3. Type of substrate material.

4. Proposed test.
5. Number of samples required.

B. Preconstruction Laboratory Test Reports: For each joint sealant and substrate material to be tested from sealant manufacturer, indicating the following:

1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
2. Interpretation of test results and written recommendations for primers and substrate preparation are needed for adhesion.

C. Preconstruction Field-Adhesion-Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on testing specified in "Preconstruction Testing" Article.

D. Field Quality-Control Reports: For field-adhesion-test reports, for each sealant application tested.

E. Sample warranties.

## 1.5 CLOSEOUT SUBMITTALS

A. Manufacturers' special warranties.

B. Installer's special warranties.

## 1.6 QUALITY ASSURANCE

A. Installer Qualifications: Authorized representative who is trained and approved by manufacturer.

B. Testing Agency Qualifications: Qualified in accordance with ASTM C1021 to conduct the testing indicated.

## 1.7 MOCKUPS

A. Install sealant in mockups of assemblies specified in other Sections that are indicated to receive joint sealants specified in this Section. Use materials and installation methods specified in this Section.

## 1.8 PRECONSTRUCTION TESTING

A. Preconstruction Laboratory Testing: Submit to joint-sealant manufacturers, for testing indicated below, samples of materials that will contact or affect joint sealants.

1. Adhesion Testing: Use ASTM C794 to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
2. Compatibility Testing: Use ASTM C1087 to determine sealant compatibility when in contact with glazing and gasket materials.
3. Submit manufacturer's recommended number of pieces of each type of material, including joint substrates, joint-sealant backings, and miscellaneous materials.
4. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.
5. For materials failing tests, obtain joint-sealant manufacturer's written instructions for corrective measures, including use of specially formulated primers.
6. Testing will not be required if joint-sealant manufacturers submit data that are based on previous testing, not older than 24 months, of sealant products for adhesion to, staining of, and compatibility with joint substrates and other materials matching those submitted.

B. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to Project joint substrates as follows:

1. Locate test joints where indicated on Project or, if not indicated, as directed by Architect.
2. Conduct field tests for each kind of sealant and joint substrate.
3. Notify Architect seven days in advance of dates and times when test joints will be erected.
4. Arrange for tests to take place with joint-sealant manufacturer's technical representative present.
5. Test Method: Test joint sealants in accordance with Method A, Tail Procedure, in ASTM C1521.

    a. For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.

6. Report whether sealant failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. For sealants that fail adhesively, retest until satisfactory adhesion is obtained.
7. Evaluation of Preconstruction Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing, in absence of other indications of noncompliance with requirements, will be considered satisfactory. Do not use sealants that fail to adhere to joint substrates during testing.

## 1.9 FIELD CONDITIONS

A. Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer **or are below 40 deg F (5 deg C)**.
2. When joint substrates are wet.
3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.

4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

## 1.10 WARRANTY

A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: **Two** years from date of Substantial Completion.

B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: **Five** years from date of Substantial Completion.

C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:

1. Movement of the structure caused by stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
2. Disintegration of joint substrates from causes exceeding design specifications.
3. Mechanical damage caused by individuals, tools, or other outside agents.
4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

# PART 2 - PRODUCTS

## 2.1 SOURCE LIMITATIONS

A. Obtain joint sealants from single manufacturer **for each sealant type**.

## 2.2 JOINT SEALANTS, GENERAL

A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

B. Colors of Exposed Joint Sealants: **As selected by Architect from manufacturer's full range**.

## 2.3 SECURITY JOINT SEALANTS

A. Flexible Security Joint Sealant (FSJS-1): Tamper resistant polyurethane, S or M, NS, 25, T, NT: Single or Multicomponent, nonsag, plus 25 percent and minus 25 percent movement capability, traffic and nontraffic use, ASTM C 920, Type S or M, Grade NS, 25, uses T and NT.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to the following:

a. Type S (Single Component):

1) Pecora Corporation; Dynaflex SC.
2) Sonneborn, Division of BASF; Sonolastic Ultra.

b. Type M (Multicomponent):

1) Pecora Corporation; Dynaflex.

B. Rigid Security Joint Sealant (RSJS-1): Tamper resistant epoxy, M, NS, T, NT: Multicomponent, nonsag, Shore D hardness of 70 minimum, traffic and nontraffic use.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to the following:

a. BASF Building Systems; Sonneborn Epolith–P or Epolith-G.
b. Pecora; Dynapoxy EP-1100 or EP-1200.
c. Sika Corporation, Inc.; Sikadur 31-Hi-Mod Gel

## 2.4 JOINT-SEALANT BACKING

A. Sealant Backing Material, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

B. Cylindrical Sealant Backings: ASTM C1330, **Type C (closed-cell material with a surface skin) or any of the preceding types, as approved in writing by joint-sealant manufacturer for joint application indicated**], and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

## 2.5 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.

C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

# PART 3 - EXECUTION

## 3.1 EXAMINATION

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

## 3.2 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:

    a. Masonry.

3. Remove laitance and form-release agents from concrete.
4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:

a. Metal.
b. Glass.
c. Porcelain enamel.
d. Glazed surfaces of ceramic tile.

B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

## 3.3 INSTALLATION OF JOINT SEALANTS

A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

B. Sealant Installation Standard: Comply with recommendations in ASTM C1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between ends of sealant backings.
2. Do not stretch, twist, puncture, or tear sealant backings.
3. Remove absorbent sealant backings that have become wet before sealant application, and replace them with dry materials.

D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:

1. Place sealants so they directly contact and fully wet joint substrates.
2. Completely fill recesses in each joint configuration.
3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants in accordance with requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

1. Remove excess sealant from surfaces adjacent to joints.
2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
3. Provide concave joint profile in accordance with Figure 8A in ASTM C1193 unless otherwise indicated.

## 3.4 FIELD QUALITY CONTROL

A. Testing Agency: **Engage** a qualified testing agency to perform tests and inspections.

B. Tests and Inspections:

1. Evaluation of Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

C. Prepare test and inspection reports.

## 3.5 CLEANING

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

## 3.6 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION 079200

# SECTION 083463 – DETENTION DOORS AND FRAMES

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

B. Section 013513.16, “Special Project Procedures for Detention Facilities”.

### 1.2 SUMMARY

A. This Section includes the following:

1. Swinging and sliding steel detention doors.
2. Steel detention door frames.
3. Steel detention sidelight frames.
4. Steel detention borrowed-light frames.
5. Detention door accessories.
6. Detention/Security access panels.

B. Related Sections include the following.

1. Section 013513.16, “Special Project Procedures for Detention Facilities” for general requirements for detention work, including responsibilities of a single-source detention specialist.
2. Section 033000 “Cast in Place Concrete” for anchoring and grouting detention door frames set in concrete construction.
3. Section 055000 “Metal Fabrications” for embeds and anchor bolt requirements.
4. Section 055963 “Detention Enclosures”.
5. Section 079200 “Joint Sealants” for security sealants.
6. Section 087163 "Detention Door Hardware" for door hardware for detention doors.
7. Section 088853 “Security Glazing” for glazing in detention doors, sidelights, and borrowed lights.
8. Division 26 for Electrical requirements.
9. Divisions 27 and 28 for Security Electronic device wiring and conduit requirements.

### 1.3 SCOPE AND RESPONSIBILITIES

A. Under the requirements of this specification, the DEC shall be responsible for furnishing and installing all detention hollow metal doors, frames, and door accessories, as specified, and shown on the architectural drawings as new, or existing to be retrofitted.

B. Remove existing cell run devices and cell doors in Pods D and E in their entirety as shown on architectural demo plans. Owner shall have first rights to salvage. The remaining devices, doors and parts shall be hauled away and discarded by the DEC.

C. Retrofit existing cell door frames to fit new device with electronic key switch and mechanical release pilaster. Manufacturer be aware, custom pilasters may be required. DEC shall field measure existing tolerances, adding any gained tolerance dimensions after modification to existing frames. DEC shall provide all finding, dimensions, and tolerances to the device manufacturer for production of shop drawings.

1. The DEC's shall plan to do take off measurements at the time of pre-bid walk. Please be prepared, and bring all necessary materials and personnel to the pre-bid meeting that will be required to complete this task on site.
2. In the event pilasters will not calculate out correctly in the cell run, the existing mechanical release cabinet may require reuse. However, use of the mechanical release cabinet must be a solution that is a last resort after all other options have been exhausted through device manufacturer shop drawing layouts and calculations. The device manufacturer must provide these drawings, layouts, and calculations to the design team for further review prior to a final decision on reuse of the existing mechanical release cabinet.

D. Retrofit all existing visitation windows. Remove existing glass, retain existing mesh and glazing stops. Plug weld and grind old glazing stop holes on three sides (top rail and jambs), prime all welds with zinc paint. Cut and remove existing bottom rail from jambs of visitation window frames. Replace existing bottom rail with a new single rabbet rail that matches the existing profile. New bottom rail will not be provided with voice transmission slots. New bottom rail will be provided with a paper pass slot 3/16" high and 9" wide for paper only. Adjust existing glazing pocket to accept mesh only, drill and tap new glazing stop holes on all four sides, reinstall mesh.

## 1.4 DEFINITIONS

A. Uncoated Steel Sheet Thicknesses: Indicated as the minimum thicknesses.

B. Metallic-Coated Steel Sheet Thicknesses: Indicated as the minimum thicknesses of uncoated base metals.

C. Stainless-Steel Sheet Thicknesses: Indicated as the specified thicknesses for which over- and under-thickness tolerances apply, according to ASTM A480/A480M.

D. Nominal Surface of Floor Covering: Top surface of floor; for resilient tile and carpet, nominal surface of floor covering is defined as top of concrete slab.

## 1.5 REFERENCES

A. ASTM A366/A366M-97 Standard Specification for Commercial Steel (CS), Carbon (0.15 Maximum Percent), Cold Rolled.

B. ASTM A1011 Standard Specification for Steel, Carbon, (0.15 Maximum Percent), Hot Rolled Sheet and Strip, Commercial Quality.

C. ASTM A1011, Specification for Steel Sheet, Zinc Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by Hot Dip Process, Commercial Quality.

D. ASTM A569A 569M-97 Standard Specification for Steel, Carbon, (0.15 Maximum Percent), Hot Rolled Sheet and Strip, Commercial Quality.

E. ASTM A653/A653M-96, Specification for Steel Sheet, Zinc Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by Hot Dip Process, Commercial Quality.

F. ASTM A666-96b Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate and Flat Bar.

G. ASTM B117-95 Standard Practice for Operation salt Spray (Fog) Apparatus.

H. ASTM 143-90a (1990) Standard Test Method for Slump of Hydraulic Cement Concrete.

I. ASTM D610-95 Standard Test Method for Evaluating Degree of Rusting on Painted Steel Surfaces.

J. ASTM D714-87 (1994), Standard Test Method for Evaluating Degree of Blistering of Paints.

K. ASTM D1735-92, Standard Practice for Testing Water Resistance of Coatings Using Water Fog Apparatus.

L. ASTM E152-81a Method for Fire Tests of Door Assemblies.

M. ASTM F1450-12a, Standard Test Methods for Hollow Metal Swinging Door Assemblies for Detention Facilities.

N. ASTM F1592-12, Test methods for Detention Hollow Metal Vision Lite Systems, test reports shall be of similar construction of those in the contract documents.

O. ASTM F1577-96, Standard Test Methods for Detention Locks for Swinging Doors.

P. ASTM A167 and A240, Stainless Steel Type 304.

Q. NAAMM Hollow Metal Manual, all sections.

R. NAAMM HMMA 850-14 Fire-Rated Hollow Metal Doors and Frames, Fourth Edition.

S. ANSI / NFPA 80-2013 Fire Door and Windows.

T. ANSI / NFPA 252-2003 Standard Methods for Fire Test of Door Assemblies.

U. ANSI / NFPA 257-2007 Methods for Fire Test of Window Assemblies.

V. ANSI/UL 10 (B)-97 through 2001, 10 (C)-98 through 2001, Fire Tests of Window Assemblies.

W. ANSI / UL 752 Bullet-Resistance Equipment.

1.6 PERFORMANCE REQUIREMENTS

A. Detention Doors: Provide detention doors and frames that comply with Security Grade 1, or Security Grade 3, whichever applies, according to the latest edition of ASTM F1450-12a, as determined by testing manufacturer's standard products representing those indicated for this Project.

B. Detention Sidelight and Borrowed-Light Frames: Provide detention vision frames that comply with ASTM F1592-12 and removable glazing stop test according to HMMA 863-14, based on testing manufacturer's standard units. Test Reports shall be conducted on frames of similar construction to those in the Architectural Drawings and contract documents.

1.7 SUBMITTALS

A. Submittals for 083463 Detention Doors and Frames shall be submitted under a single cover. Submittals sectioned into article numbers (i.e.: “083463.1.7.B, 083463.1.7.D.”) will be returned Rejected or Revise and Resubmit to include all information required by this specification section. If subsequent submittals are required for items needed on site before others, those submittals shall be numbered in such a way that clearly indicates a progressive numbering sequence (i.e.: “083463.01, 083463.02” etc.).

B. Product Data: Include construction details, material descriptions, core descriptions, label compliance, fire-resistance rating, and finishes for each type of detention door, frame and access panel, as specified.

C. Provide performance testing reports which support the testing requirements specified.

D. Shop Drawings: For detention doors and frames. Include conditions at openings, details of construction, dimensions of profiles, and details of joints and connections. Show anchorage and accessories. Include fastener types, sizes and spacing. Identify each detention door and frame using same reference numbers for openings as those on Drawings.

E. It is the DEC’s responsibility to coordinate detention/security items in this scope of work, and to answer all manufacturer questions or concerns that are not strictly design related. The DEC shall redline the manufacturers’ individual shop drawings and/or schedules, and note corrections prior to submittal for Architectural/Consultant review. When multiple items are submitted by the manufacturer on a single cutsheet, the DEC shall note with an arrow, circle or note cloud, to show which product on the sheet is submitted for this scope of work. DEC submittals not reviewed and redlined prior to submittal to Architect/Consultant for final review, will be returned rejected.

F. Shop Drawings: For access panels.

1. Door and panel units: Show types, elevations, lock type, thickness of metals, and full size profiles of door members.

2. General: Show connections of units and hardware to other Work. Include schedules showing location of each type and size of door and panel units.
3. Access panels shall be fabricated to the same fabrication standards as detention doors and frames.

G. Coordination Drawings: Drawings of each opening, including detention door and frame, drawn to scale and coordinating detention door hardware. Show the following:

1. Locations, dimensions, and profiles of detention door hardware reinforcements.
2. Locations and installation details of detention door hardware.
3. Elevations of each detention door design type showing dimensions, locations of detention door hardware, and preparations for power, signal, and electrified and pneumatic control systems.
4. Details of each detention frame type, including exact frame profile that will be fabricated for this project, construction method of frame, weld type, weld lengths, spacing of welds used and locations of welds. Show anchor types and locations and spacing of anchors.
5. Details of mortar boxes in detention frames for hardware and communication devices.
6. Hinge reinforcement – including custom additional top hinge reinforcement as specified.

H. Oversize Construction Certification: For detention door assemblies required to be fire rated and exceeding limitations of labeled assemblies, submit certification of a testing agency acceptable to authorities having jurisdiction that each detention door and frame assembly has been constructed to comply with design, materials, and construction equivalent to requirements for labeled construction.

## 1.8 QUALIFICATION OF MANUFACTURERS

A. Qualifications of Detention Hollow Metal Manufacturers: Detention hollow metal manufacturing firms who have not been pre-qualified, shall have not less than five (5) years continuous successful experience with manufacturing hollow metal. These firms shall now be actively engaged in the manufacture of Detention hollow metal doors and frames of the type required for this project. Fabrication methods and product quality shall meet or exceed standards set by the Hollow Metal Manufacturers Association, (HMMA), a division of the National Association of Architectural Metal Manufacturers (NAAMM), and be tested in accordance with ASTM F1450-12a.

1. Submittal Requirements: In addition to a written request for substitutions, a full size corner sample of each type door and frame showing door construction, face stiffening, insulation, and top hinge reinforcements shall be provided. Provide details of each type of door and frame. Provide a list of 10 facilities of similar scope and size where the product has been installed for a minimum of 5 years. Provide the following information on the 10 facilities:

a. List name and location of installation.
b. Date of occupancy by Owner.
c. Owner’s representative to contact and telephone number.
d. Name of DEC, Construction Manager or General Contractor, and Architect including names of contacts and phone numbers.

e. The manufacturer shall also submit an audited and certified financial statement indicating a consolidated net worth of $1,000,000.

f. Provide performance data and tests: All Detention hollow-metal door manufacturers shall submit to the Architect / Consultant evidence of compliance with ASTM F1450-12a and HMMA 863-14. Test reports and documentation shall be in accordance with ASTM F1450-12a.

1) Test Specimens: Test doors shall be 3'-0" W x 7-'0" H with 100 square inch vision panel, 4" x 25" clear opening, positioned generally as shown in ASTM F1450-12a, figure 3. Test doors and frames shall be prepared for hardware as specified in ASTM F1450-12a, Section 6 "Specimen Preparation".
2) Testing Procedures: Test doors and frames shall be furnished with hardware in accordance ASTM F1450-12a, Section 6 – "Specimen Preparation". Latch throw of the lock shall not exceed 1". Assemblies shall be tested in accordance with procedures outlined in ASTM F1450-12a, 7.2 – "Door Assembly Impact Test".
3) Door Static Load Test: Doors shall be tested in accordance with procedures outlined in ASTM F1450-12a, 7.3 – "Door Static Load Test".
4) Door Rack Test: Doors shall be tested in accordance with procedures outlined in ASTM F1450-12a, 7.4 – "Door Rack Test".
5) Performance Criteria for load testing shall be in accordance with applicable paragraphs of ASTM F1450-12a, Section 7 – "Procedures".
6) Glass Stop Test: A rectangular view window test frame shall be constructed with a glass opening size of 28" x 33" (+1"). The frame shall be constructed of commercial quality steel meeting ASTM standard A366 or A1011, 12-gauge maximum. Refer to HMMA 863-14, Figure 5, for test frame configuration.
7) A steel plate of 3/8" minimum thickness shall be glazed in place using the specified glass stop.
8) The test frame assembly shall then be rigidly fixed in the vertical position with the removable glass stop on the opposite side of the 3/8" plate from the impact ram.
9) A target on the side of the 3/8" plate shall be marked in one corner no more than 6" away from the stops.
10) Using the door ram pendulum system specified in ASTM F1450-12a, Figure 2 deliver four hundred (400) impacts of 200 Ft-lbs. each, on the target area. Removable glass stops and the 3/8" plate shall remain firmly in place so that removal cannot be accomplished without removing the retaining screws. There shall be no more than one (1) broken screw in the assembly after impact test.
11) Window frames and side-lites shall be tested in accordance with procedures outlined in ASTM F1592 Test Methods for Detention Hollow Metal Vision Systems, using a single four lite frame and a single door frame with a side-lite, fabricated of 12 gauge thick steel.
12) Fire rated doors and frames shall be provided for those openings indicated in the schedule as requiring fire protection ratings. Such doors and frames shall be constructed as tested in accordance with ASTM E152, UL-10B or NFPA-252 and labeled by a recognized testing agency having a factory inspection service.

g. Substitution after the bid date will not be allowed.
h. Approval of a Hollow Metal Manufacturer does not relieve that company from fully complying with the product as specified.

## 1.9 QUALITY ASSURANCE

A. Installer Qualifications: An authorized representative of detention door and frame manufacturer for installation of units required for this Project.

B. Source Limitations: Obtain detention doors and frames through one source from a single manufacturer.

C. Welding: Qualify procedures and personnel according to the following and submit test certificates:

1. AWS D1.3/D1.3M, "Structural Welding Code--Sheet Steel."

D. Fire-Rated Detention Door Assemblies: Assemblies complying with NFPA 80 that are listed and labeled, by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing according to NFPA 252 or UL 10B.

1. Test Pressure: Test at atmospheric pressure.
2. Oversize Fire-Rated Detention Door Assemblies: For units exceeding sizes of tested assemblies, provide certification by a testing agency acceptable to authorities having jurisdiction that detention doors comply with standard construction requirements for tested and labeled, fire-rated detention door assemblies except for size.
3. Temperature-Rise Rating: If indicated, provide detention doors that have a temperature-rise rating of 450 deg F (250 deg C) maximum in 30 minutes of fire exposure.

E. Fire-Rated Detention Sidelight and Borrowed-Light Frames: Assemblies complying with NFPA 80 that are listed and labeled, by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing according to NFPA 257.

F. Fire-Resistance Ratings for Access Panels: Wherever a fire-resistance classification is indicated, provide access door and panel assemblies with panel door, frame, hinge, and latch from manufacturer listed in Underwriter’s Laboratories (UL), “Building Materials Directory” for rating shown.

1. Provide 90 minute UL label at 2-hour rated partitions.
2. Provide 180 minute UL label at ratings between 2 and 3 hours.

G. Smoke-Control Detention Door Assemblies: Comply with NFPA 105.

## 1.10 DELIVERY, STORAGE, AND HANDLING

A. Deliver detention doors and frames palletized, wrapped, or crated to provide protection during transit and Project-site storage. Do not use non-vented plastic.

B. Deliver detention frames with two removable spreader bars across bottom of frames, tack welded to jambs and mullions.

1. Where frames are to be cast into precast concrete modules, take additional precautions, including bracing for detention frames, to ensure that detention frames are not deformed or damaged by concrete forces.

C. Inspect detention doors and frames, on delivery, for damage. Minor damage may be repaired provided refinished items match new work and are approved by Architect; otherwise, remove and replace damaged items as directed.

D. **Store detention doors and frames under cover at building site**. Place units in a vertical position with heads up, spaced by blocking, on minimum 4-inch- (100-mm-) high wood blocking. Avoid using non-vented plastic or canvas shelters that could create a humidity chamber.

1. If wrappers on detention doors become wet, remove cartons immediately. Provide minimum 1/4-inch (6-mm) space between each stacked detention door to permit air circulation.

## 1.11 COORDINATION

A. Coordinate installation of anchorages for detention frames. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

B. Coordinate intercom backboxes with the Electronic Security Contractor drawings for locations of frame mounted intercoms. Intercom backboxes shall be shallow style, installed back to back, rotated so the intercom call button is at the lowest point of the intercom cover plate, and the call button is no greater than 48” (centerline) above the finished floor.

## 1.12 MAINTENANCE TOOLS

A. Tool Kit: Provide twelve (12) bits for use with security fasteners, each packaged in a compartmented kit configured for easy handling and storage.

# PART 2 - PRODUCTS

## 2.1 MANUFACTURERS

A. Detention Hollow Metal Manufacturers: Unless pre-approved prior to bidding, provide products by one of the following:

1. American Steel Products: Swainsboro, GA

2. Habersham Metal Products Company, Inc.: Cornelia, GA (Blast resistant products, containment rated products, and High Security DHM products)
3. Claborn Manufacturing: Tanner, AL
4. Titan Steel Door: Murrayville, GA
5. Trussbilt, LLC: Vadnais Heights, MN

B. Hollow Metal Manufacturers shall have completed and passed ASTM F1450-12a for the doors and frames, in the profiles and elevations as detailed by the Architect, that are being submitted for this project.

C. Hollow Metal Manufacturers shall have completed and passed UL for door mounted cuff ports and food passes on swing and sliding doors (as applies to this projects' scope of work). This test shall be certified by UL prior to bidding. Label Construction (UC or LC) on these doors will be rejected, and the DEC shall supply the doors from a manufacturer that has completed the UL test requirements.

D. Manufacturer's Nameplate: Do not provide products that have manufacturer's name or trade name displayed in a visible location except in conjunction with required fire-rating labels and as otherwise approved by Architect.

## 2.2 MATERIALS

A. Hot-Rolled Steel Sheet: ASTM A1011/A1011M, CS (Commercial Steel), Type B: Free of scale, pitting or surface defects: Pickled and oiled.

B. Cold-Rolled Steel Sheet: ASTM A1008/A1008M, CS (Commercial Steel), Type B.

C. Metallic-Coated Steel Sheet: ASTM A653/A653M CS (Commercial Steel), Type B; G60 (Z180) zinc galvanized or A60 (ZF180) zinc-iron-alloy galvannealed coating by hot dipped Process.

D. Stainless-Steel Sheet: ASTM A240/A240M, austenitic stainless steel, Type 304, No. 3 finish unless otherwise indicated.

E. Steel Plates, Shapes, and Bars: ASTM A36/A36M.

F. Concealed Bolts: ASTM A307, Grade A, unless otherwise indicated.

G. Post-installed Expansion Anchors in Concrete: With capability to sustain, without failure, a load equal to 4 times the load imposed, as determined by testing per ASTM E488, conducted by a qualified independent testing agency.

1. Corrosion Protection: Carbon-steel components zinc plated to comply with ASTM B633, Class Fe/Zn 5 (0.005 mm) for Class SC 1 service condition (mild).
2. Corrosion Protection: Stainless-steel components complying with ASTM F593 and ASTM F594, Alloy Group 1 or 2 (ASTM F738M and ASTM F836M, Alloy Group 1 or 4) for bolts and nuts; ASTM A666 or ASTM A276, Type 304 or 316, for anchors.
3. Corrosion Protection: Components fabricated from nickel-copper-alloy rods complying with ASTM B164 for UNS No. N04400 alloy.

H. Powder-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching detention frames of type indicated.

I. Cast-in-Place Anchors in Concrete: Anchors of type indicated below, fabricated from corrosion-resistant materials capable of sustaining, without failure, a load equal to 4 times the load imposed, as determined by testing per ASTM E488, conducted by a qualified independent testing agency.

1. Threaded or wedge type; galvanized ferrous castings, either ASTM A47 (ASTM A47M) malleable iron or ASTM A27/A27M cast steel. Provide bolts, washers, and shims as needed, hot-dip galvanized per ASTM A153/A153M.

J. Embedded Plate Anchors: Fabricated from mild steel shapes and plates, minimum 6” x 6-1/2” 3/16 inch (4.8 mm) thick; with minimum 1/2-inch- (12.7-mm-) diameter headed studs welded to back of plate.

K. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.

L. Detention Door, Sidelight and Borrowed-Light Glazing: Comply with Section 088853 "Security Glazing”.

M. Grout-field installed by general contractor: Comply with ASTM C476, with a slump of 4 inches (102 mm) for detention frames built into masonry, 8 to 11 inches (200 to 280 mm) for detention frames installed in concrete as measured according to ASTM C143/C143M. All other locations, grout fill frame prior to installation.

N. Epoxy Filler: Bondo or other substitution acceptable to the Architect.

O. Electrical Conduit:

1. Raceways: Circular raceways shall be 3/4” diameter U.L. approved rigid steel conduit, intermediate metal conduit (IMC) or electrical metallic tubing (EMT), galvanized inside and outside.
2. Raceway Fittings: Fittings and couplings for conduit shall be galvanized or cadmium plated compatible with conduit materials. Fittings for rigid conduit and IMC shall be threaded.

## 2.3 DETENTION DOORS

A. General: Provide flush-design detention doors, 2 inches (50 mm) thick, of seamless hollow construction, unless otherwise indicated. Construct detention doors with smooth, flush surfaces without visible joints or seams on exposed faces or stile edges.

1. Visible joints or seams around glazed, louvered panel inserts are permitted.
2. For single-acting swinging detention doors, bevel both vertical edges 1/8 inch in 2 inches (3 mm in 50 mm).
3. For sliding detention doors, square both vertical edges.

B. Interior Steel Detention Door Face Sheets: Fabricated from hot-rolled steel sheets, metallic-coated steel sheets where indicated and stainless steel sheets where indicated and other metal components from hot- or cold-rolled steel sheets.

1. Security Grade 1: 12 gauge thick steel, – Provide at all Detention Hollow Metal (DHM/SHM) doors.

C. Exterior Steel Detention Door Face Sheets: Fabricated from metallic-coated steel sheets, and other metal components from hot- or cold-rolled steel sheets.

1. Security Grade 1: 12 gauge thick steel, galvannealed. Provide galvannealed material at exterior doors, wet areas and where noted on architectural door schedule as GALV-DHM/SHM.

D. Metallic Core Construction: Provide the following core construction welded to both detention door faces:

1. Steel-Stiffened Core: 0.042-inch- (1.0-mm-) thick, steel vertical stiffeners extending full-door height, with vertical webs spaced not more than 4 inches (102 mm) apart, spot welded to face sheets a maximum of 3 inches (76 mm) o.c. Fill spaces between stiffeners with insulation of minimum 0.6-lb/cu. ft. (9.6-kg/cu. m) density.
2. Truss-Stiffened Core: 0.013-inch- (0.3-mm-) thick steel, truncated triangular stiffeners extending between face sheets and for full height and width of door; with stiffeners welded to face sheets not more than 3 inches (76 mm) o.c. vertically and 2-3/4 inches (70 mm) horizontally. Fill spaces between stiffeners with insulation of minimum 0.8-lb/cu. ft. density.
3. Fire Detention Door Cores: As required to provide fire-protection and temperature-rise ratings indicated.

E. Vertical Edge Channels: 0.123-inch- (3.1-mm-) thick, continuous steel channel extending full-door height at each vertical edge, with webs of channels flush with door edges; welded to top and bottom channels to create a fully welded perimeter channel.

F. Top and Bottom Channels: 0.123-inch- (3.1-mm-) thick metal channel spot welded, not more than 4 inches (102 mm) o.c., to face sheets.

1. Reinforce tops and bottoms of detention doors with inverted horizontal channels of same material as face sheet so flanges of channels are even with bottom and top edges of face sheets.
2. Close top edge with 0.074-inch- (1.8-mm-) thick closing channel of same material as face sheet; welded so webs of channels are flush with top door edges.
3. Close bottom edge with 0.074-inch- (1.8-mm-) thick closing channel of same material as face sheet; welded so webs of channels are flush with bottom door edges.

G. Hardware Reinforcement: Fabricate reinforcing plates from same material as detention door face sheets to comply with the following minimum thickness:

1. Full-Mortise Hinges and Pivots: 0.187 inch (4.7 mm) thick. Top hinge shall be additionally reinforced with 3/8" x 1" x 6" back-up plate. This specified construction is meant to exceed ASTM and HMMA standards.
2. Maximum-Security Surface Hinges: 12 Ga. 10" channel with 3/8" x 1" x 6" back-up at each hinge. Top hinge shall be additionally reinforced with 3/8" x 1" x 6" back-up plate. This specified construction is meant to exceed ASTM and HMMA standards.
3. Strike Reinforcements: 10 ga. thick. Shall be enclosed dustbox type to fully conceal the interior of the door and/or interior of the frame without gaps or open seams.
4. Slide-Device Hanger Attachments: As recommended by device manufacturer.
5. Lock Fronts, Concealed Holders, and Surface-Mounted Closers: 0.093 inch (2.3 mm) thick.
6. All Other Surface-Mounted Hardware: 0.093 inch (2.3 mm) thick.
7. Lock Pockets: 0.123 inch (3.1 mm) thick at secure side; welded to face sheet.

H. Frames shall be reinforced, drilled and tapped for all templated mortised hardware only, in accordance with the final approved hardware schedule and templates provided by the hardware supplier.

I. Loose Glazing Stops: Loose glazing stops shall be pressed steel angles, no less than 1 ¼" X 1 ¼" X 10 gauge. Substitution requests for material less than 10 gauge will be denied.

1. Angle tops shall be butt and notch and tight fitting at the corner joints, and secured in place with 1/4-28 special hardened tamperproof button head Torx security screws spaced 8" o.c. maximum and not more than 2 inches from each corner.
2. The frame underneath the glazing stops and the inside of the glazing stop shall be chemically treated for maximum paint adhesion and painted with a rust-inhibitive primer prior to installation in the frame.
3. 1-1/4" X 11/16" X 10 gauge Z angle, sized appropriately for glass thickness shall be allowed on loose glass stops at detention doors as required for glass thicker than 1-1/4" thick.

J. Hardware Enclosures: Provide enclosures and junction boxes for electrically operated detention door hardware, interconnected with UL-approved, 1/2-inch- (12.7-mm-) diameter conduit and connectors.

1. Enclosures for mechanical paracentric locks with lock mountings. Provide unitized pocket preparation, which after fabrication forms a one-piece box that provides for the lock mounting plate to be recessed into the door such that, when secured in place, the mounting plate outside surface is flush with the door face sheet.

    a. Lock preparation shall be constructed from 0.123 inch (3.1 mm) steel, punched for keying options as required, and drilled and tapped to receive lock mounting plate.
    b. Finished preparation shall be a unitized lock pocket, which completely surrounds the lock and is securely welded to both face sheets and the perimeter edge channel.

2. Provide 0.067 inch (1.7 mm) enclosed lock bolt keeper in edge of door for jamb-mounted locks.

K. Astragals: As required by NFPA 80 to provide fire ratings indicated.

L. At sliding doors, provide 3/16” mild steel Door Skirt to decrease standard door undercut to a maximum of ½” from finished floor. Plate to be applied at screw slots with ¼-28 BH Torx and tac welded with 2” welds every 12” on face and full at ends. Notch as required for receiver jamb, and ease bottom corners of plate to avoid injury. After final inspection, tac-weld screw slots.

## 2.4 DETENTION FRAMES

A. General: Detention frames shall be fabricated with head and jambs each formed with press break soffits, and press formed jambs from a single sheet of metal to create a closed tubular shape. ASTM tested and qualified alternate frame configurations may be submitted for approval with appropriate testing photos, shops, and reports from a third part testing agency.

B. Frames shall be delivered as full factory-welded unit construction. Where jambs meet the head, with corners shall be mitered, reinforced, and continuously welded full depth and width of the detention frame. Post applied or surface formed and applied stops or soffits are not acceptable. Knockdown or open case frames are not acceptable, unless preapproved by the Architect/consultant. This specified construction is meant to exceed HMMA standards.

1. Tested and approved ASTM F1450-12a alternate frame construction may be submitted. Alternate ASTM F1450-12a test must be complete with Engineer’s report and conclusion, details of the test assemblies, including frame profile of the test subject frame, details of the hollow metal door and the hollow metal frame, weld details, door and frame reinforcement details, and hardware templates. Include photos of the ASTM test in progress and through completion.

C. Interior Steel Detention Frames: Fabricated from hot-rolled steel sheets, metallic-coated steel sheets where indicated and stainless steel sheets for stainless-steel detention doors, and other metal components from hot or cold-rolled steel sheets.

1. Security Grade 1: 12 gauge thick steel. Provide galvannealed material where noted on architectural door schedule.

D. Exterior Steel Detention Frames: Fabricated from metallic-coated steel sheets, and other metal components from hot or cold-rolled steel sheets.

1. Security Grade 1: 12 gauge thick steel, galvannealed. Provide galvannealed or stainless steel material at exterior doors, and where noted on architectural door schedule as GALV-DHM/SHM or SS.

E. Hardware Reinforcement: Fabricate reinforcing plates from same material as detention frame to comply with the following minimum thickness:

1. Full-Mortise Hinges and Pivots: 3/16" x full width of jamb x 10" in length. The top hinge shall be additionally reinforced by a 3/16” x 1-1/2” x 10” formed angle welded both to hinge reinforcing and frame face. This specified construction is meant to exceed ASTM and HMMA standards.
2. Strikes, Flush Bolts, and Closers: 0.187 inch (4.7 mm) thick.
3. Surface-Mounted Hardware: 12 ga. (2.66 mm) thick.

4. Lock Pockets: 0.123 inch thick at non-inmate side, welded to face sheet. Provide 0.123 inch thick lock protection plate for attachment to lock pocket with security fasteners.
5. **Provide a key cylinder protection pipe** extension on both sides of the frame for all wide jamb electric locks. Where a recessed pocket is provided on the stop side of the frame, the cylinder protection pipe will only be required on the opposite side of the frame. Provide a 3/16" (schedule 40) steel pipe that extends 1/4" beyond the face of the key cylinder. Weld attach the 3" diameter pipe extension to the cover plate at four locations. Omitting this protection pipe or providing a protection pipe that does not extend beyond the face of the key cylinder will not be allowed, and will be replaced at the DEC's expense.

F. Hardware Enclosures: Provide enclosures and junction boxes for electrically operated detention door hardware, and frame mounted communication devices interconnected with UL-approved, ½ inch diameter conduit and connectors.

1. Provide enclosures with access for conduit, tapped holes for hardware and internal fastener protection so fasteners will seat after frame is grouted full.

    a. NOTE: Frames may have frame mounted intercom boxes where scheduled in Security Electronic Drawings (Special Systems) Division 28. DEC shall coordinate with division 27 and 28.

2. Electrical access boxes will not be permitted except at hardware pockets or communication mortar boxes. Provide knockout at top and bottom of each box to accept conduit.
3. Lock pockets for jamb mounted locks: Provide 0.123 inch (3.1 mm) thick steel enclosure with:

    a. Surface mounted cover, minimum 10 ga. thick steel plate with uniform beveled edges on the side closest to the lock strike or frame rabbet, secured with a minimum of 8 flathead Torx security screws, installed with Loctite 277 or equal.
    b. Secure lock to frame or pocket in accordance with lock manufacturer's recommendations for each lock type.
    c. Provide concealed lock front preparation with frame rabbet cutout only to allow passage of latch bolt and deadbolt actuator. Lock front and case are not exposed.
    d. Provide key access ports at locks keyed two sides or side opposite the door swing. Size key access port to accommodate paracentric keys on a key ring (minimum 5" x 5").

4. Provide conduit between electric lock pocket and door position switch and between back-to-back communication boxes where scheduled for each frame. All other conduit will be field installed.

    a. Coordinate circulation frame-mounted intercom and electronic equipment backboxes with the Electronic Security Contractor drawings. Intercom backboxes shall be shallow style (i.e.: similar to Raco 692), installed back to back, rotated vertical so the intercom call button is at the lowest point of the intercom cover plate, and the call button is no greater than 48" (centerline) to the push-button above the finished floor.

G. Mullions and Transom Bars: Provide closed or tubular mullions and transom bars where indicated. Fasten mullions and transom bars at crossings and to jambs by butt-welding. Reinforce joints between detention frame members with concealed clip angles or sleeves of same metal and thickness as detention frame.

H. Head Reinforcement: Leave vertical mullions in detention frames open at top for grouting.

I. Grout Holes: Provide grout holes in frames to be installed in existing wall or concrete wall openings ("EO" openings). Weld 0.093-inch back reinforcing plate with 1-3/8" diameter hole to inside of frame. Flush cover plate, same gauge as frame, to be shipped loose for field installation after frame is grouted full. Weld cover plate to frame, Bondo and grind smooth for a seamless finish, and prime for paint, or use galvanizing spray if wet area. Frames requiring grout holes shall be provided as required by the DEC and General Contractor to meet the construction schedule.

J. Supports and Anchors: After fabricating, galvanize units to be built into exterior walls according to ASTM A153/A153M, Class B.

K. Jamb Anchors: Weld jamb anchors to detention frames near hinges and directly opposite on strike jamb as required to secure detention frames to adjacent construction. Anchors shall be welded on face and back sides. Locate jamb anchors at 16" on center and as follows:

1. Detention Door Frames: One additional anchor for each 16 inches (406 mm) or fraction thereof more than 40 inches (1016 mm) in height. Anchors shall begin above the top hinge but not more than 6" from the top of the frame, and directly across at the same height on the strike jamb.
2. Detention Sidelight and Borrowed-Light Frames: One additional anchor for each 16 inches (406 mm) or fraction thereof more than 40 inches (1016 mm) in height. Anchors shall begin at no more than 6" from the top of the frame on both jambs. Every 12" at fire rated frames in precast.
3. Masonry Type: Adjustable, corrugated or perforated, strap-and-stirrup anchors to suit detention frame size; formed of same material and thickness as detention frame; with strap not less than 2 inches (50 mm) wide by 10 inches (250 mm) long with hole in strap for vertical wall reinforcing.
4. Embedment Type for Precast Concrete Walls or weld-plates for post-applied frames: 0.187 inch (4.7 mm) thick x 6 inch long embed, plates with two 0.375 inch diameter x 4" headed studs per embed.

    a. Width of plate to be ½" greater than the depth of the frame to allow the required welding on both sides.
    b. Provide shims to center the frame in the rough opening and weld both sides of frame to embed.
    c. Embeds shall be set on 16" centers (12" centers at rated frames) beginning at not more than 6" from the top of the frame. Length of welds shall be 1-1/2" to 2" at non rated frames and 2" to 2-1/2" at rated frames.

5. Post-installed Expansion Anchors for In-Place Concrete or Masonry existing openings: Minimum 1/2-inch- (12.7-mm-) diameter x 3 ½" minimum concealed bolts with expansion shields or inserts. Provide conduit spacer from detention frame to wall, welded to detention

frame. Reinforce detention frames at anchor locations. Frame Dimple shall be leveled out with bondo or a weld plate, and ground smooth for a seamless appearance.

L. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor, formed of same material and thickness as detention frame, and as follows:

1. Monolithic Concrete Slabs: Clip-type anchors, with two holes to receive fasteners, welded to bottom of jambs and mullions with at least four spot welds per anchor.
2. Separate Topping Concrete Slabs: Adjustable-type anchors with extension clips, allowing not less than 2-inch (50-mm) height adjustment, welded to jambs and mullions with at least 4 spot welds per anchor. Terminate bottom of detention frames at finish floor surface.

M. Rubber Door Silencers: Except on weather-stripped detention doors, and cell doors, drill prep three (3) silencer holes in strike jambs to receive three silencers on single-detention-door frames and drill head jamb stop to receive two silencers on double-detention-door frames. Install plastic plugs to keep holes clear during construction. Install silencers prior to final lock adjustment and final inspection. DO NOT provide drilled holes in frames where silencers are not required. Contractor will be required to field weld full, and dress to smooth and seamless, any holes found where silencers are not required.

N. Grout Guards: Provide grout guards of same material as detention frame, welded to detention frame at back of hardware cutouts and glazing-stop screw and silencer preparations to close off interior of openings and prevent mortar or other materials from obstructing hardware operation or installation.

O. It is the DEC's sole responsibility to coordinate frame installation location with door hardware, to ensure finished installed hardware will operate properly with frame placement and installation. The DEC shall report adverse installation conditions to the Architect immediately, provide a list of frame numbers affected, and a solution to correct the issue noted.

## 2.5 BAR GRILLS IN DETENTION DOORS AND FRAMES

A. General: Install bar grills in detention doors and frames where indicated on drawings.

B. Bar Grills in Detention Doors:

1. Provide 10 gauge bar grill frame with fully welded mitered corners ground smooth.

a. Shop weld bar grill frame to face of detention doors.
b. Provide flat bar reinforcing welded to bar grill frame at bar locations.
c. Provide 1-inch diameter steel bars at a maximum 6-inches on center unless noted otherwise. Bars shall extend through first leg of bar grill and weld to frame reinforcing.
d. Bars installed on detention doors shall be set AWAY from inmate contact.

C. Bar Grills on Detention Frames:

1. Provide flat bar frame reinforcing welded to frame at bar locations.

2. Provide 1-inch diameter steel bars at a maximum 6-inches on center unless noted otherwise. Bars shall extend through detention frame and weld to frame reinforcing bar.
3. Bar grills on detention Window Frames shall be set TOWARD inmate contact.

## 2.6 WOVEN ROD MESH IN DETENTION DOORS

A. General: Install woven rod mesh panels in detention doors where indicated on drawings. Provide woven rod panels in stainless steel where scheduled.

B. Woven Rod Panels: Install panels symmetrically in main framing. Extend end of each rod into main framing at least 1 inch (25 mm) and weld, from inside of channel, into each slot where it contacts main framing.

C. Concealment Plates: Weld plates to main framing with minimum 1 inch (25 mm) welds at 10 inches (254 mm) o.c., staggered side to side and ground smooth, to form a fully enclosed tubular steel frame.

## 2.7 PERFORATED PLATE IN DETENTION FRAMES

A. General: Install 11 gauge stainless steel perforated plate with 1/2" diameter holes on 11/16” centers where scheduled.

## 2.8 STOPS AND MOLDINGS

A. General: Provide stops and moldings around glazed panels where indicated.

1. Frame Stops for Detention Doors: Minimum 5/8 inch high, unless otherwise indicated.
2. Frame Stops for Detention Sidelights and Borrowed Lights: Minimum 5/8 inch high, unless otherwise indicated.
3. Glazing stops shall be 1 ¼” X 1 ¼” X 10 gauge. 12 gauge stops are not acceptable.

B. Fixed Detention Door Moldings: Formed from 12 ga. thick sheet reinforcing ‘Z’, of same material as detention door face sheets, spot-welded to face sheets a maximum of 5 inches o.c.

C. Fixed Detention Frame Moldings: Formed integral with detention frames, unless otherwise indicated. Form corners with butted or mitered hairline joints.

D. Stops for Security Glazing: Formed from 10 gauge (0.123-inch) thick, pressed-steel angle. Form corners with butt and notch ends to be tight fitting at the corner joints. Secure with minimum 1/4-28 pinned torx button head security machine screws spaced uniformly not more than 8 inches o.c. and not more than 2 inches from each corner.

E. Deliver frames to project site with stops temporarily secured with 2 Torx ¼-28 security screws. Ship security screws (plus 10% spare) in appropriate containers labeled and tagged to match detention frames.

F. Coordinate rabbet width between fixed and removable stops with type of glass or panel and type of installation materials indicated.

G. Where glass stops are provided as retrofit to existing commercial frames, provide 10 gauge glass stop material (no exceptions). The new stops shall be applied to BOTH SIDES of the existing frame, and shall be of sufficient height to engage a glass bite of 1" minimum after setting blocks are installed.

1. Typical commercial frame soffits are 5/8". Weld apply, to both sides (2" on 12" grind, fill, dress, and make smooth, flush, and invisible), a new 10 gauge loose glass stop to the existing soffit, to create a 1-1/4" glass stop. If these new stops do not engage the glass by a minimum of 1" on each side after applying the required 1/4" high setting block, request direction from the Architect (DLR) and Security Consultant (R&N Systems Design).
2. Replacement loose stop applied to the commercial frame face on the opposite side, shall be angle stop, or "Z" stop x 10 gauge material, for an overall glass stop height of 1-1/4". If these new stops do not engage the glass by a minimum of 1" on each side after applying the required 1/4" high setting block, request direction from the Architect (DLR) and Security Consultant (R&N Systems Design).
3. Install replacement glass per 088853.

## 2.9 ACCESSORIES

A. Food Pass / Cuff Port Openings: Provide a flush mounted food pass door at the center of doors. The food pass opening shall be fabricated from 10 gauge interior channels securely welded to the inside of both face sheets. Reinforcing for food pass locks shall be 10 ga. channels or pockets. The clear opening shall be as depicted on the architectural drawings. The door shall be constructed of minimum 10 ga. body and shall have a 10 ga. backup plate securely welded and finished smooth so as to be flush to the inside and outside door skins. Door to contain formed metal recessed pull for outside access. Door flap to be affixed with two hinges on food pass equal to Southern Folger type 203FP (for 90 degree open) and on doors with cuff ports (non-Cell doors), provide two hinges equal to Southern Folger type 203FS (for 180 degree open). Provide a dead bolt lock equal to Southern Folger 1010A. Mount 35" CL AFF.

B. Food Pass / Cuff Port Openings (Ports): Provide a flush mounted lock-on-port food pass door at the center of hollow metal doors. The food pass opening shall be fabricated from 10 gauge interior channels securely welded to the inside of both face sheets. Reinforcing for food pass locks shall be 10ga. channels or pockets. The clear opening shall be as depicted on the architectural drawings. The door shall be constructed of minimum 10ga. body and shall have a 10ga. backup plate securely welded and finished smooth so as to be flush to the inside and outside door skins. Door to contain formed metal recessed pull for outside access. Door flap to be affixed with two hinges equal to Southern Folger type 203FP (for 90 degree open at cells) or 203FS (for 180 degree open at all others). Provide a deadbolt lock equal to Southern Folger 1010A installed flush on the port door flap, unless otherwise scheduled. Provide lock with a single wing escutcheon or built in plate that makes removing the key when the lock-bolt is retracted, impossible. Mount 35" CL AFF.

C. Retrofit food pass, Southern Steel 262. Clear opening shall match Architectural details with 5" x 16" clear opening. Provide with 1010A-1 lock.

1. Ports in rated doors shall be UL tested as a unit, approved, and signed by the testing engineer. These test reports will be verified. Doors with cuffports submitted without approved testing will be rejected. If submitted without complete test reports, the DEC will be responsible for purchasing from an alternate manufacturer with approved testing. No additional time will be granted to accommodate orders after the fact.
2. Cuffports shall be set at a consistent height of 35” CL from the finished floor, and never less than 30” CL AFF. If this condition cannot be met, consult the Architect/Consultant.

## 2.10 FABRICATION

A. Fabricate detention doors and frames rigid, neat in appearance, and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for thickness of metal. Where face joints are abutted, weld 2-1/2” on 12”, grind, fill, dress, and make smooth, flush, and invisible. Fit and assemble units in manufacturer's plant to ensure proper assembly at Project site. Clearly identify work that cannot be permanently factory assembled before shipment.

1. Wet area Detention Doors: Provide weep-hole openings in bottom of detention doors to permit entrapped moisture to escape. Seal joints and holes in top edges of detention doors against water penetration. Provide as Galvannealed.
2. Fabricate detention doors and frames to comply with manufacturing tolerances indicated in HMMA 863-14.

B. Continuously weld detention frame corners, with contact edges closed tight and faces mitered.

C. Fabricate multiple-opening detention frames with mullions that have closed tubular shapes and with no visible seams or joints.

D. Exposed Fasteners: Provide countersunk security fasteners for exposed screws and bolts, unless otherwise indicated. All exposed fasteners shall be installed with Loctite 277 or equal.

E. Hardware Preparation: Factory-prepare detention doors and frames to receive mortised hardware, including cutouts, reinforcement, mortising, drilling, and tapping, according to final door hardware schedule and templates provided by detention door hardware supplier. Comply with applicable requirements in DHI A115 Series for detention door and frame preparation for door hardware.

1. Reinforce detention doors and frames to receive surface-mounted door hardware. Drilling and tapping may be done at Project site.
2. Locate door hardware as indicated or, if not indicated, according to HMMA 863-14, "Guide Specifications for Detention Hollow Metal Doors and Frames.”

F. Factory-cut openings in detention doors for accessories.

G. Welding: Weld components to comply with referenced AWS standard. Weld before finishing components to greatest extent possible. Remove weld spatter and welding oxides from exposed surfaces by descaling or grinding.

1. Welds shall be administered using a minimum 240-volt 225 amps welder. No 110 VAC welds will be allowed.

H. Glazing Channels: Provide minimum clearances for thickness and type of glass indicated, according to GANA's "Glazing Manual."

I. Security Fasteners: Fabricate detention doors and frames using security fasteners with head style appropriate for fabrication requirements, strength, and finish of adjacent materials, except that a maximum of two different sets of tools shall be required to operate security fasteners for Project. Provide stainless-steel security fasteners in stainless-steel materials, provide fasteners with black phosphate finish at mild and galvanized/galvannealed material unless otherwise indicated. All exposed fasteners shall be installed with Loctite 277 or equal.

## 2.11 FINISHES, GENERAL

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

B. Finish detention doors and frames after assembly.

## 2.12 METALLIC-COATED STEEL FINISHES

A. Surface Preparation: Clean surfaces with non-petroleum solvent so surfaces are free of oil and other contaminants. After cleaning, apply a conversion coating suited to organic coating to be applied over it. Clean welds, mechanical connections, and abraded areas and apply galvanizing repair paint specified below to comply with ASTM A780.

1. Galvanizing Repair Paint: High-zinc-dust-content paint for regalvanizing welds in steel, complying with SSPC-Paint 20, or Manufacturer approved prime coat polyamide epoxy primer.
2. Factory Priming for Field-Painted Finish: Apply shop primer specified below immediately after surface preparation and pretreatment. Apply a smooth coat of even consistency to provide a uniform dry film thickness of not less than 0.7 mils (0.02 mm).
3. Shop Primer: Manufacturer's or fabricators standard, fast-curing, lead- and chromate-free primer complying with ANSI A224.1 acceptance criteria; recommended by primer manufacturer for zinc-coated steel; compatible with substrate and field-applied finish paint system indicated; and providing a sound foundation for field-applied topcoats despite prolonged exposure.

B. Steel Sheet Finishes

1. Surface Preparation: Clean surfaces to comply with SSPC-SP 1, "Solvent Cleaning"; remove dirt, oil, grease, or other contaminants that could impair paint bond. Remove mill scale and rust, if present, from uncoated steel, complying with SSPC-SP 3, "Power Tool Cleaning," or SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."

2. Factory Priming for Field-Painted Finish: Apply shop primer specified below immediately after surface preparation and pretreatment. Apply a smooth coat of even consistency to provide a uniform dry film thickness of not less than 0.7 mils (0.02 mm).
3. Shop Primer: Manufacturer's or fabricators standard, fast-curing, corrosion-inhibiting, lead- and chromate-free, universal primer complying with ANSI A224.1 acceptance criteria; compatible with substrate and field-applied finish paint system indicated; and providing a sound foundation for field-applied topcoats despite prolonged exposure.

## 2.13 STAINLESS-STEEL FINISHES (WHERE SCHEDULED)

A. General: Remove tool and die marks and stretch lines or blend into finish. Grind and polish surfaces to produce uniform, directionally textured, polished finish indicated, free of cross scratches. Run grain with long dimension of each piece.

1. Bright, Directional Polish: No. 3 finish, unless otherwise indicated.

B. When polishing is completed, passivate and rinse surfaces. Remove embedded foreign matter and leave surfaces chemically clean.

## 2.14 SOURCE QUALITY CONTROL

A. Owner may select one detention door at random from detention doors delivered to Project and have it cut in half or otherwise taken apart for verification that construction complies with requirements.

1. Should examination disclose door construction at variance from that specified, the door manufacturer shall, upon direction of the Architect-Engineer, replace all doors shipped to the project, as of the date of inspection, with doors constructed in conformance with project specifications. Under conditions of non-conformity, the door manufacturer shall pay for the destroyed door, replacement doors and related labor.
2. Should examination prove the door was constructed in conformance with the specifications, the Owner will pay to replace the destroyed door and any related labor.

# PART 3 - EXECUTION

## 3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of detention doors and frames.

1. Examine rough-ins for embedded and built-in anchors to verify actual locations of detention frame connections before detention frame installation.
2. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of detention doors and frames.

B. Inspect built-in and cast-in anchor installations before installing detention frames to verify that anchor installations comply with requirements. Prepare inspection reports.

1. Remove and replace anchors where inspections indicate that they do not comply with specified requirements. Reinspect after repairs or replacements are made.
2. Perform additional inspections to determine compliance of replaced or additional work. Prepare inspection reports.

C. Verify locations of detention doors and frames with those indicated on Coordination Drawings.

D. For material whose orientation is critical for its performance as a ballistic barrier, verify installation orientation.

E. Proceed with installation only after unsatisfactory conditions have been corrected.

## 3.2 PREPARATION

A. Prior to installation and with spreaders removed, adjust detention frames for squareness, alignment, twist, and plumb to the following tolerances:

1. Squareness: Plus or minus 1/16 inch (1.6 mm), measured at door rabbet on a line 90 degrees from jamb and perpendicular to frame head.
2. Alignment: Plus or minus 1/16 inch (1.6 mm), measured at jambs on a horizontal line parallel to plane of face.
3. Twist: Plus or minus 1/16 inch (1.6 mm), measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of door rabbet.
4. Plumbness: Plus or minus 1/16 inch (1.6 mm), measured at jambs on a perpendicular line from head to floor.

## 3.3 INSTALLATION

A. General: Install detention doors and frames plumb, rigid, properly aligned, and securely fastened in place, complying with Drawings, Coordination Drawings, DHI A115.IG, and manufacturer's written recommendations.

B. Detention Frames: Install detention frames for detention doors, transoms, sidelights, borrowed lights and other openings, of sizes and profiles indicated.

1. Set masonry anchorage devices where required for securing detention frames to in-place concrete or masonry construction.

a. Set anchorage devices opposite each anchor location according to details on Shop Drawings and anchorage device manufacturer's written instructions. Leave drilled holes rough, not reamed, and free of dust and debris.

2. Embedment-Masonry-Type Jamb Anchors: Weld wall angle anchors to embedded steel plates to match locations of detention frame angle anchors. Remove jamb faces from

detention frames and set detention frames into opening until detention frame anchors contact and match embedded anchors. Weld detention frame anchors to embedded anchors with 1-inch- (25-mm-) long welds at each end of angle. Reinstall jamb faces of detention frames.

3. Post-installed Expansion Jamb Anchors: After bolt is tightened, weld bolt head to provide non-removable condition. Grind, dress, and finish smooth welded bolt head.
4. Floor anchors may be set with powder-actuated fasteners instead of post-installed expansion anchors if so indicated on Shop Drawings.
5. Placing Detention Frames: Set detention frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces and spreaders, leaving surfaces smooth and undamaged.

    a. At fire-rated openings, install detention frames according to NFPA 80.
    b. Field splice only at approved locations. Weld, grind, and finish as required to conceal evidence of splicing on exposed faces. Gaps in abutted frames shall not visible.
    c. Install detention frames with removable stops located on secure (non-inmate) side of opening.

6. Where frame members are abutted in the field, weld both sides of frame (front and back), and both jambs, 2-1/2” on 12” beginning no more than 6” from the top of the frame head. Grind, fill, dress, and make smooth and flush. Welding method includes all frame to frame installations (i.e.: door frames, windows, sliding device to frames and all other abutted detention hollow metal frame faces at returns).
7. After welding, frames shall be filled between frame and abutting material with security caulk to a height of no less than 120” (10’-0”).
8. Assemble detention frames fabricated in sections. Install angle splices at each corner, of same material and thickness as detention frame, and extend at least 4 inches (102 mm) on both sides of joint.
9. Field Welding: Comply with the following requirements:

    a. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
    b. Obtain fusion without undercut or overlap.
    c. Remove welding flux immediately.
    d. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
    e. Re-prime the field welds with manufacturer recommended, finish paint compatible, primer.

10. Grout-field installed by general contractor: All detention frames shall be grouted full. Fill space between detention frames and concrete or masonry with grout. Install grout in lifts and take other precautions, including bracing detention frames, to ensure that detention frames are not deformed or damaged by grout forces. If a light consistency grout (greater than 5.0 inch slump in accordance with ASTM C143) is to be used, special precautions shall be taken in the field by the Installer to protect tapped holes, electrical knock-outs, lock pockets, grout guards, junction boxes, etc., in the frames. Manually grout fill (full) detention frames where necessary.

C. Swinging Detention Doors: Fit non-fire-rated detention doors accurately in their respective detention frames, with the following clearances:

1. Between Doors and Frames at Jambs and Head: 1/8 inch (3.2 mm).
2. Between Edges of Pairs of Doors: 1/8 inch (3.2 mm).
3. At Door Sills with Threshold: 1/8 inch over threshold.
4. At Door Sills without Threshold: 5/8 inch (15.9 mm).

D. Fire-Rated Detention Doors: Install with clearances as specified in NFPA 80.

E. Smoke-Control Detention Doors: Install according to NFPA 105.

F. Comply with installation tolerances indicated in HMMA 863-14.

G. Glazing: Comply with installation requirements in Division 8 Section "Security Glazing," unless otherwise indicated.

## 3.4 FIELD QUALITY CONTROL

A. Inspect installed products to verify compliance with requirements. Prepare inspection reports and indicate compliance with and deviations from the Contract Documents.

B. Remove and replace detention work where inspections indicate that work does not comply with specified requirements.

C. Perform additional inspections to determine compliance of replaced or additional work. Prepare inspection reports.

D. Prepare field quality-control certification that states installed products and their installation comply with requirements in the Contract Documents.

## 3.5 ADJUSTING AND CLEANING

A. Final Adjustments: Check and readjust operating hardware items just before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including detention doors, frames, steel grating, and door accessories, that are warped, bowed, or otherwise unacceptable.

B. Clean grout and other bonding material off detention doors and frames immediately after installation.

C. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying primer.

1. After finishing smooth field welds, apply air-drying primer.

D. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A780.

END OF SECTION 083463

# SECTION 087163 – DETENTION DOOR HARDWARE

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and provisions of contract, including General and Supplementary Conditions and Division 1 specification Sections apply to Work in this Section.

B. Section 013513.16, “Special Project Procedures for Detention Facilities”.

### 1.2 SUMMARY

A. This Section includes the following:

1. Electrical and Mechanical Detention Hardware for Swinging Doors and Gates
2. Sliding Devices
3. Miscellaneous Hardware for Detention Doors
4. Detention Hardware Schedule for Detention Doors

B. Related Sections include the following:

1. Section 013513.16 “Special Project Procedures for Detention Facilities”.
2. Section 079200 “Joint Sealants”.
3. Section 083463 “Detention Doors and Frames”.
4. Section 088853 “Security Glazing”.
5. Division 26 for Electrical requirements.
6. Division 28 for Security Electronic device wiring and conduit requirements.

### 1.3 SCOPE AND RESPONSIBILITIES

A. Coordinate this Scope of Work with the Scope of Work shown in the Security Electronics and Electrical drawings.

B. Under the requirements of this specification, the DEC shall be responsible for furnishing and installing all hardware as specified, in all locations.

### 1.4 REFERENCES

A. ASTM F1577-12, Standard Test Methods for Detention Locks for Swinging Doors

B. ASTM F1643 Test Methods for Detention Sliding Door Locking Device Assembly

C. ASTM F1758 Test Methods for Detention Hinged used on Detention Grade Swinging Doors

D. UL 1034 Standard Burglary Resistant Electric Locking Mechanisms

1.5 SUBMITTALS

A. General: Submit the following according to Conditions of the Contract and Division 1 Specification Sections. All submittals shall be submitted through Web-Based Project Software (Submittal Exchange), refer to Section 013100 Project Management and Coordination.

B. Product Data: Manufacturer's printed product data and catalog cuts indicating product characteristics, performance and limiting criteria.

C. Shop Drawings: For each type of hardware item: Include plans, wiring diagrams, method of construction, installation and attachment details and other information necessary to show compliance with requirements.

D. It is the DEC's responsibility to coordinate detention/security items in this scope of work, and to answer all manufacturer questions or concerns that are not strictly design related. The DEC shall redline the manufacturers' individual shop drawings and/or schedules and note corrections prior to submittal for Architectural/Consultant review. When multiple items are submitted by the manufacturer on a single cutsheet, the DEC shall note with an arrow, circle, or note cloud, to show which product on the sheet is submitted for this scope of work. DEC submittals not reviewed and redlined by the DEC prior to submittal to Architect/Consultant for final review, will be returned rejected.

E. Samples: Provide samples of each item of security hardware item as requested by the Architect-Engineer. Samples shall be shipped as directed to the location as directed and shall be shipped within 10 days of receipt of notification of the requirement to provide samples. In addition, if required, provide hardware for all mockups. All mockups shall be fully functional, wired to temporary switches prior to Architect-Consultant's inspection.

F. Hardware schedule coordinated with doors, frames, and related work to ensure proper size, thickness, hand, and function of door hardware.

1. Hardware Schedule Content: Based on hardware indicated, organize schedule into "hardware sets" indicating complete designations of every item required for each door or opening. Include the following information:

a. Type, style, **exact** function, size, and finish of each hardware item.
b. Name and manufacturer of each item.
c. Fastenings and other pertinent information.
d. Location of each hardware set cross-referenced to indications on Drawings both on floor plans and in door and frame schedule.

1) Door numbers and frame types in schedule to match door numbers and frame types shown on Drawings.
2) Hardware sets shall match specified hardware sets found at the end of this specification section. Hardware set extensions (i.e.: "SH1A.a") in lower case

letters, separated by a decimal, used to signify hardware sets with additional hardware requirements, or handing are acceptable.

e. Explanation of all abbreviations, symbols, and codes contained in schedule.
f. Mounting locations for hardware.
g. Door and frame sizes and materials.

2. Submittal Sequence: Submit schedule at earliest possible date, particularly where acceptance of Hardware Schedule must precede fabrication of other work that is critical in the Project construction schedule. Include with schedule the product data, shop drawings of other work affected by door hardware, such as 083463 Detention Hollow Metal and 088853 Security Glass submittals, and other information essential to the coordinated review of schedule.
3. Fire Rated Openings: Provide hardware for fire-rated openings in compliance with NFPA Standard 80. This requirement takes precedence over other requirements for such hardware. Provide only hardware which has been tested and listed by UL bears appropriate label or symbol for the types and sizes of doors required and compliance with the requirements of the required label and function of the opening.
4. The DEC is responsible for counts, quantities, proper handing, and correct nomenclature of all material provided under, and related to, this scope of work.

G. Keying Schedule: The Owner shall provide keying requirements to the DEC prior to the ordering of Detention locks. The DEC shall use this information to provide keying per the Owner's request. Refer to 087163.2.5 "Keying and Keys" for DEC keying responsibilities.

H. Submittal of written confirmation from the hardware manufacturer showing individual field technicians as approved installers shall be required.

I. Operating/Maintenance Manuals: Furnish O&M Manuals, as outlined in Division 1, for all detention hardware and all detention locking devices, and all miscellaneous hardware scheduled. Provide detailed parts lists and cutsheets for all items with mechanical moving parts or electrical components on the approved detention hardware schedule. These manuals shall include instructions for the care of the materials, parts list to aid the Owner in ordering replacement parts, as well as instructions for contacting the appropriate personnel not only during the warranty period, but beyond. Manuals shall also include the final approved key schedule and "as built" shop drawings of all components. The Detention Equipment Contractor must have full time employees trained in the maintenance and repair of this equipment.

## 1.6 DELIVERY, STORAGE AND HANDLING

A. Packing and Marking: Each piece of detention and miscellaneous hardware furnished under this Section shall be packaged and marked according to the hardware set and door number listed in the approved hardware schedule.

B. Deliver all components cartoned or crated to provide protection during transit and job storage.

C. Inspect all components upon delivery for damage. Damages may be repaired, provided the repaired items are equal in all respects to new work and acceptable to the Architect-Engineer; otherwise, remove and replace damaged items as directed.

D. Store all components in a locked storage area for all components deemed necessary by the Detention Equipment Contractor. Do not store any materials directly on the ground or concrete. Provide adequate ventilation and protection to ensure materials are kept dry, clean, and secure. Store all materials in the manner and order as prescribed by the Detention Equipment Contractor and/or manufacturer.

## 1.7 COORDINATION

A. Examine the drawings and specifications of other trades whose work may influence the installation and/or operation of the detention hardware. Prior to the start of work, review the project drawings and specifications and coordinate work with all other trades and Divisions of the Specifications affecting Work of this Section.

1. Responsibilities for electrical and mechanical hardware installation shall include the following:

   a. Furnish and install door locks, door position switches, limit switches, lock feature switches and push buttons, as required for the system to perform the functions as defined in the "Door Control" section of the Division 28 specifications.
   b. Coordinate the integration and interfacing of the products and equipment specified in this section with Division 28 (SSI) specified, and in accordance with shop drawings and submittals approved by the Architect / Consultant.
   c. Review all control submittals submitted by Division 28 (SSI) and confirm that all scheduled controls and monitoring will function in accordance with the specified function. **A written confirmation of this review shall be submitted to the Architect / Consultant.**
   d. Coordinate the power requirements with all equipment furnished in this section.
   e. Review Architectural drawings and specifications of other trades for sections that refer to 087163, or refer to Detention Door Hardware, for detention locks or equipment, and provide hardware as specified or required. Coordinate shipment of these locks and equipment with the General Contractor.

2. It is the DEC’s sole responsibility to coordinate the frame placement/installation in each wall. Coordinate frame installation with approved hardware, to ensure the finished and installed hardware will not interfere frame placement, or frame mounted devices or floor or wall mounted devices. The DEC shall report adverse installation conditions to the Architect immediately, provide a list of frame numbers affected, and provide suggestions or solutions to correct the issues noted.

## 1.8 MAINTENANCE AND TOOLS

A. Contractor shall furnish spare parts required in each section, packaged to protect parts from damage and to allow for easy storage.

B. Supplier of equipment shall stock replacement parts for each system and be able to replace any part of the system within 24 hours.

C. Provide spare door hardware parts as follows:

1. Hinges: 10 sets (3 per set)
2. Closers: 1 each hand, type and size used
3. Door position switches: 2% of total doors, or minimum of 10 (whichever is greater)
4. Furnish the following material:

a. Two (2) each of all locks with mogul cylinders, each hand specified, (less cylinder).
b. Two (2) each of all locks with paracentric cylinders, each hand specified, keyed (or not keyed) as directed by the Owner during the detention keying meeting
c. All parts shall be packaged and labeled to provide for long term storage.

## PART 2 - PRODUCTS

### 2.1 GENERAL

A. Security design criteria are based upon the requirements and features of the products listed herein. The use of one manufacturer's numeric designation does not imply other manufacturer's products will not be accepted.

B. Fire Rated Openings: Provide hardware for fire-rated openings in compliance with NFPA Standard 80. This requirement takes precedence over other requirements for such hardware. Provide only hardware which has been tested and listed by UL, bears appropriate label or symbol for the types and sizes of doors required and compliance with the requirements of the required label and function of the opening.

### 2.2 MISCELLANEOUS HARDWARE FOR DETENTION DOORS

A. Acceptable Manufacturers

1. Except as otherwise specified herein the equipment and materials of this section shall be products manufactured by one of the listed manufacturers and must be equal to the part specified in the product description.

B. Products/Manufacturers

1. Hinges: Portland, Northwest Specialty Hardware, Southern (R Brink, Airteq
2. Pulls: Portland, Northwest Specialty Hardware, Southern RR Brink,
3. Door Closers: LCN (No Substitutions/No Equal Available)
4. Door Stops: Ives, or approved equal
5. Smoke Seal: Reese, National Guard, Pemko, Zero
6. Silencers: Ives, or approved equal

C. Product Description

1. Hinges, SOUTHERN 204FMSS or approved equal:

    a. Full Mortise Detention Hinges shall be 4-1/2” x 4-1/2” x 0.188” thick investment cast 304 stainless-steel with hospital tips and integral studs on both leaves. Pins shall be hardened stainless or alloy steel, concealed and non-removable. Each hinge shall be supplied with eight (8) ¼-20 flat head machine screws. All hinges shall be US32D finished.
    b. Furnish three hinges for door through 84-inches in height and one additional hinge for each additional 30-inches of height or fraction thereof. Furnish three hinges for doors through 36-inches in width and one additional hinge for each additional 12-inches of width or fraction thereof.
    c. Except where otherwise indicated, hinges shall be mortised, 4-1/2" x 4-1/2", cast steel or stainless steel, ball bearing, with pins made non-removable by a concealed hardened roll pin. All hinges shall be furnished with 1/4-20 TORX FHMS.
    d. Hinges shall be certified, by an independent testing lab, to meet or exceed the cycle requirements of ASTM 1758, Grade 1A.
    e. Hinges furnished for use on labeled fire doors shall also comply with the requirements of NFPA 80.

2. Electric Power Transfer Hinge, equal to SOUTHERN 204E.
3. Full surface hinges, equal to SOUTHERN 203FP where indicated on architectural details and schedules for cell food pass applications – 90 degree drop, complete with single wing escutcheons.
4. Full surface hinges, equal to SOUTHERN 203FS where indicated on architectural details and schedules for cuff-port and shackle-port applications – 180 degree drop.
5. Strikes: Strikes shall be modified with dust boxes to conceal interior of door or frame. This is a custom fabrication item, plan accordingly. Strikes not provided as concealed will be rejected and the cost to repair or replace shall be borne by the DEC. As an alternate means, the DEC may have the concealed strike installed internal to the detention hollow metal door. The DEC must coordinate with the detention hollow metal manufacturer.
6. Monitor strikes: Provide monitored strikes as appropriate for the lock specified, where a DPS is indicated in the hardware set. All monitor strikes shall be designed to fit within a 2" face frame without protruding beyond the 2" frame depth and must conceal the interior of door. A plunger type bolt monitoring device shall monitor the position of the deadbolt at a minimum, depressing the plunger when the deadbolt is thrown, providing a secure indication at the control station. Door position is monitored through the DPS device in the door and frame.
7. Fasteners:

    a. Manufacturer hardware to conform to published template, generally prepared for machine screw installation. Do not provide hardware, which has been prepared for self-tapping of sheet metal screws.
    b. Furnish screws for installation with each hardware item. All exposed screw heads, whether door is open or closed, shall be Torx flat-head tamper resistant or oval head screws except as otherwise indicated. Screws shall be the same material and finished to match the applied hardware item. Other types of security screws are unacceptable unless specifically approved by the Architect-Consultant.

c. After all adjustments are complete, and prior to final inspections, install all exposed fasteners with Loctite 277 or approved equal.

8. Pull:

a. Grip Type Door Pulls (Southern 212C) shall be cast of brass or bronze with satin finish of approximately US26D unless specified otherwise in hardware schedule. Approximate overall length, 8-11/16" (nominal); handhold, 5-1/4"; grip clearance, 1-1/2"; attachment holes, 7-3/4" o.c. Provide two (2) 3/8-16 x 5/8" flat head Torx tamper resistant screws of same finish and material as pull. Fasteners of dissimilar metal will be replaced at the DEC's expense. Mounted 44" above finished floor to centerline of pull. If adjustment in height is necessary due to interference with other door mounted item, submit the reason for adjustment to the design team for approval.
b. Flush Type Door Pulls shall be integral from the Detention Hollow Metal Manufacturer. Pocket grip shall be no less than 1" deep at ADA cells. Integral pull shall be fully concealed, leaving no gaps or sharp edges. Mounted 44" above finished floor to centerline of pull.
c. After all adjustments are complete, and prior to final inspections, install all exposed fasteners with Loctite 277 or approved equal.

9. Door Position Switch, equal to Southern Steel 200MRS:

a. Recessed Magnetic Door Position Switch-Triple Biased shall be a five-reed switch magnet mortised type assembly used for remotely monitoring the door status/position. The device shall be triple bias for tamper resistance.
b. The device shall be moisture resistant and fit within a 2" hollow metal frame head (do not jamb mount), mounted 4.5" CL from the edge of lock jamb. The device shall be field adjustable on 2 axis and supplied with a 5' vinyl jacketed lead wire and a 3-pin Molex connector. The device shall be all steel construction. The switch and magnet shall be encased in epoxy resin.
c. Where this device is used in an exterior location, provide a complete water-tight installation.

10. High Security Closer (LCN #4210T/4510T series) shall be surface mounted with security screws at all exposed locations and shall have fully adjustable spring tension. Closers shall have cast iron cylinders and two separately adjustable non-critical valves for closing speed and latching speed, plus a third valve for adjusting the hydraulic back-check. Closers shall be sized appropriately based on scheduled door width, per manufacturer's recommendations. A smooth molded case cover shall conceal the closer body. Closer to be located on the side of door/frame farthest from inmate contact unless an exterior door. Mount closer for exterior doors on interior side of the door. Maximum opening clearance shall be 180-degrees. Parallel arm shall be used on the 4210T series closer, this closer shall be used at all locations not in direct contact with inmates. A track arm shall be used on the 4510T series closer, which shall be provided at dayrooms, and locations with direct inmate contact. Provide finish of standard powder coated aluminum. Closer shall have sufficient force to completely close the door to achieve a secured and locked indication. Closer body shall not be inhibited by or touch the wall or any other object after installation. If the above conditions cannot be achieved, request direction from the Architect/Consultant, by providing a suggested solution using LCN security grade products. DEC is solely

responsible for coordinating the installation of the closer with jobsite frame installation conditions prior to installation. DEC is responsible for proper closer placement and installation. Door must swing closed, and lock must engage to secure door from a 90-degree open position without assistance. LCN special template 4510T x ST3472 may be used at will.

a. Closing devices are required on all fire rated access panels. An LCN closer of the appropriate size may be selected to be mounted on the inside of the access panel, or heavy-duty springs may be used. Access Panel door must close, lock and must latch, from a 90-degree open position without assistance.

11. Wall Mounted Doorstops (Wall mount only) (Ives FS18L) shall be a tamper resistant device that is embedded into the wall with an epoxy resin adhesive. Doorstops shall only be used in conditions where security doors require a stop before hitting adjacent doors, windows, 90-degree walls or built-in structures, or to protect door mounted hardware or devices. DEC shall request direction from Architect/Consultant where these conditions or others are noted on site, by providing a composite list, and floorplans indicating the adverse condition requiring a door stop.

a. Bumper shall be 2” diameter x 3-1/2” long and made from a non-hazardous silicone elastomer, 80 durometers. The threaded and grooved steel mounting shank shall be 5/8” in diameter and embedded into the bumper at least half the length of the bumper. Mounting shank shall extend 2-1/2” beyond the bumper bottom and include at least one cross shank pin for embedding securely into the wall.
b. Installation: Where required per site conditions, provide wall-mounted door bumper **8”** off the floor and **12”** from open edge of door when in the opened position.

1) Concrete/Masonry applications: Drill hole and set stop shank in epoxy resin adhesive.
2) Metal Wall Panel (MWP) applications: MWP manufacturer shall provide a threaded hex coupling nut inserted into wall and welded to the face of the panel. DEC shall trim stop shank to fit into McMaster Carr 5/8”-11 x 1-3/4” (or similar) threaded hex coupling nut. Install stop shank into nut with Red Loctite 277 or approved equal. DEC shall coordinate.

12. Smoke/Fire Gasket: Provide head and jamb gasketing equal to Reese 797B weatherstrip and Reese 964C Sill sweep, or approved equal, at all fire and/or smoke rated openings. After installation, razor cut gasketing into pieces not over 12" in length, installed per manufacturer’s recommendations. Do not break weatherstrip at head of frame for closer installation. SILL SWEEP MUST BE FASTENED WITHIN ½” MAXIMUM FROM EDGE OF DOOR ON EACH SIDE.
13. Door Silencers: (Ives SR64) shall be standard resilient type and removable for replacement. Provide silencers at all doors that do not require gasketing. Do not provide silencers at cell doors.

## 2.3 MECHANICAL LOCKS FOR DETENTION DOORS

A. Acceptable Manufacturers

1. Except as otherwise specified herein as "No Substitution", the equipment and materials of this section shall be products manufactured by one of the listed manufacturers and must be equal to the part outlined in the product description. Southern Steel hardware, from Southern Folger, is shown in the product description as a design basis only:

    a. Southern Folger Detention Equipment Company (SOUTHERN), San Antonio, TX
    b. RR Brink Locking System (RR BRINK), Shorewood, Ill
    c. Airteq Systems: Madison, AL

B. Mechanical Locks and Accessories for Swinging and Sliding Doors

1. Standard Features:

    a. Lock case to be high tensile strength alloy steel with cold rolled steel cover
    b. All locks to operate by inserting a key into matching cylinder and rotating key to unlock the lock.
    c. All lock steel parts shall be zinc plated for corrosion protection and are suitable for both interior and exterior applications.
    d. Keyed One Side (K1) or Keyed Two Sides (K2).
    e. At rated locations, provide smoke gasketing, weather strip, sweeps, sill threshold, door skirts, plates, angles, automatic door closers, closers and/or additional material as required per the manufacturer's recommendations to obtain the appropriate label as per the architectural drawings. This requirement takes precedence over other requirements for scheduled hardware. Provide only hardware which has been tested and listed by UL bears the appropriate label or symbol for the types and sizes of doors required and compliance with the requirements of the required label and function of the opening wherever possible.
    f. Mogul key cylinders shall operate with single hand key operation. Bolts that bind and require pressure or force on door to open during inspection will be rejected.
    g. Paracentric keys shall operate with single hand key operation. Cuff-port/Food pass shall be tested to lock and unlock with three consecutive turns of the key. Paracentric Bolts that bind and require pressure or force on door to open will be rejected. Cuff-port/Food pass doors must remain in place during inspection and shall not require the port door to be moved to open or relock. Single-hand operation of port doors is required. Shim locks accordingly.

C. Products

1. Mechanical Deadbolt, **SOUTHERN 1010A (paracentric)**:

    a. Lock size to be approximately 4/1/2" x 3" x 1-1/4". Deadbolt to be ¾" x 1-1/2" hot rolled steel with 5/8" throw. Deadbolt locking and unlocking activated by key only.
    b. The lock shall be supplied with a six (6) pin paracentric key cylinder.
    c. Provide extended bolt throw at food pass locations as required by hollow metal fabrication. DEC shall fully coordinate with hardware and hollow metal manufacturers.
    d. Escutcheons or DHM provided protection plates are required. Single wing at food passes, double wing on sliders and mechanical chases, unless otherwise specified.

2. Institutional Mortise Lockset, **SOUTHERN 10500**:

   a. A security mortise lockset for 2" thick individual swing doors that comply with the standard test methods defined in ASTM F1577-05. Locksets shall be supplied with high security rose and functions as specified by the door and/or hardware schedule. Lockset shall be UL listed for use with fire-rated doors where specified.
   b. Lockset case and cover shall be 12-gauge (minimum) heavy-duty wrought steel, zinc dichromate plated. Latchbolt shall be one-piece stainless-steel anti-friction type with ¾" throw, meeting ANSI A156.13. Deadbolt shall be investment cast stainless steel with hardened steel insert and a 1" throw. Deadlock actuator shall be stainless steel. Strike shall be ANSI standard, universal brass, or stainless steel. Faceplate shall be 16 gauge (Minimum) stainless steel, US32D finish.
   c. Latchset shall be supplied with solid stainless steel (US32D finish) steel lever handles (both sides) unless otherwise specified.
   d. Lockset shall be supplied with High Security Mogul Cylinders unless otherwise specified. All exposed fasteners shall be stainless-steel tamper-proof pin Torx. Builder's cylinders are not acceptable, locksets without deadbolts are not acceptable.
   e. **Lock functions must match EXACTLY** with functions specified herein if lock is substituted with that of another manufacturer.
   f. Where lock function 10520MOD is scheduled, key outside shall operate latchbolt and deadbolt, inside lever shall simultaneously operate deadbolt and latch bolt, regardless of the position of the deadbolt for free egress at all times. The outside lever shall be rigid at all times acting only as a pull, the interior thumb-turn shall be omitted, and the lock shall include a deadlock actuator.
   g. Where lock function 10563 is scheduled, remove interior lever. Outside lever shall act as a pull only (rigid at all times). Key shall simultaneously operate deadbolt and latch bolt, regardless of the position of the deadbolt from either side. No lever shall be provided on the lock inside the visitation space.

3. Food Pass Retrofit, **SOUTHERN 262X 1010A**

   a. Fabricated from 7-gauge mild steel, provided with 1010A deadbolt lock, two 203 FS hinges. Provided with 5" x 16" clear pass opening to match architectural food pass detailed clear opening.

## 2.4 ELECTRO-MECHANICAL SLIDING DEVICES FOR DETENTION DOORS

A. Acceptable Manufacturers

1. Except as otherwise specified herein as "No Substitution", the equipment and materials of this section shall be products manufactured by one of the listed manufacturers and must be equal to the part outlined in the product description. Southern Steel hardware, from Southern Folger, is shown in the product description as a design basis only:

   a. Southern Folger Detention Equipment Company (SOUTHERN), San Antonio, TX
   b. RR Brink Locking System (RRB), Shorewood, Ill
   c. Airteq Systems (AIRTEQ), Montgomery, AL

B. General:

1. Where these devices and locks are installed at exterior locations, housing covers and lock cover plates shall be bolted on, galvanized and/or provided with weatherstripping. Provide sealant at each housing end-cap location forming a weather tight seal. Seal all other locations where metal meets metal with sealant to ensure device is fully concealed from the elements. All mechanical and electrical parts shall be properly sealed from external elements such as sand, dirt, and dust. Device components shall also be galvanized when installed in exterior locations where this is a manufacturer option.
2. At rated locations, provide smoke gasketing, weather strip, sweeps, sill threshold, door skirts, plates, angles and/or additional material as required per the device manufacturer's recommendations to obtain the appropriate label. This requirement takes precedence over other requirements for scheduled hardware. Provide only hardware which has been tested and listed by UL bears appropriate label or symbol for the types and sizes of doors required and compliance with the requirements of the required label and function of the opening wherever possible.

C. Electric Sliding Door Locking Cell Device with individual headers, **Southern Steel 3150LXHC-P1-G** (electromechanical device requested by owner 10-5-23 meeting):

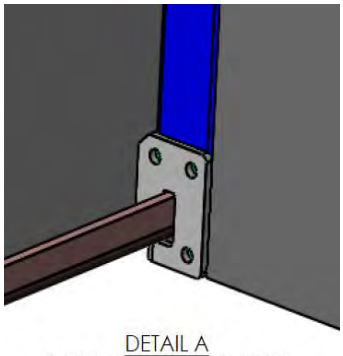
1. Function

a. Unlock, open, and lock open a 2'-4" door in not more than five (5) seconds.
b. Unlock, close and deadlock close a 2'-4" door in not more than five (5) seconds.
c. Simultaneously unlock, open, and lock open, or close and lock close any pre-selected group of doors in the group.
d. Instantly reverse the direction of movement of the remaining doors in the group.
e. Blocking of one door shall not interfere with the operation of any other door in the group. When blocking object is removed, the door will automatically continue movement to the selected open or closed position.
f. Normal force exerted by a door in travel is approximately 40 lbs.
g. Each door shall automatically deadlock at two (2) concealed points at the rear of the door. Front locking will not be accepted.
h. Doors stalled or stopped due to blockage or loss of power while in electric operation cannot be moved manually in either direction.
i. In the event of power failure, each door shall have capabilities of being unlocked with a paracentric key cylinder located within a 0.1345-inch-thick steel hip high manual release pilaster adjacent to the closing jamb of the door. Door can be moved by hand and will automatically lock upon reaching the fully opened or closed position.
j. Doors manually unlocked must be freewheeling to permit ease of movement.
k. Group emergency release shall be provided electronically from the control console.

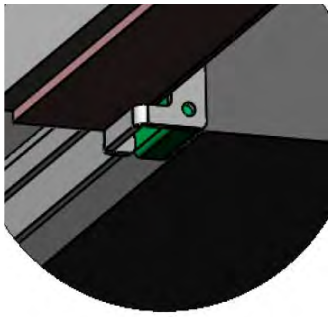
2. Components:

a. All motors shall be 1/20 horsepower, 115 VAC, 60Hz, single phase, as manufactured by a nationally recognized manufacturer.
b. Hanger carrier to be 3/16" thick steel plate, full width of door.
c. Hanger carrier is to be positively engaged at bottom of cover box.

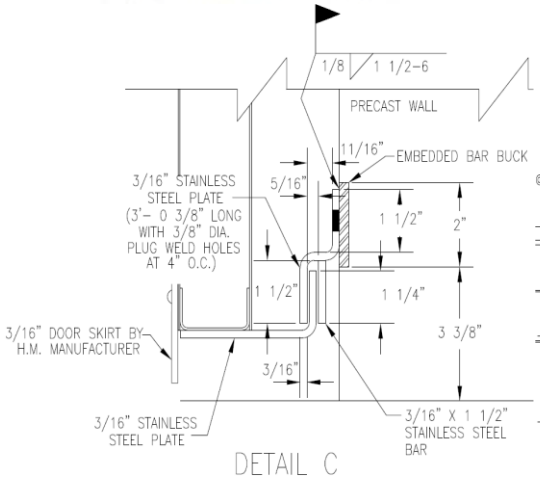
d. Provide factory wired cable harness inside housing with mating plug connectors for each motor unit.
e. Hanger carrier rollers to be turned from solid steel 3" OD and are to have anti-friction ball bearing with hardened members and grease shields both sides.
f. Rollers are to have anti-friction ball bearings with hardened members and grease shield on both sides.
g. Devices shall be rack and pinion drive. Chain drive devices are not acceptable.
h. Heavy-duty rubber bumpers shall be included to cushion door.
i. Factory-wire cable harness inside housing with mating plug connectors for each motor unit.
j. Provide 3/16" mild steel Door Skirt to decrease standard door undercut to a maximum of ½" from finished floor. Plate to be applied at screw slots with ¼-28 BH Torx and tac welded with 2" welds every 12" on face and full at ends. Notch as required for receiver jamb, and ease bottom corners of plate to avoid injury. After final inspection, tac-weld screw slots. (Door skirts by Hollow Metal Manufacturer).
k. For stability, provide door guide with backer plate which includes a door guide reinforcing plate per Details 'A', 'B' and 'C':
l. Receiver Jamb to be 0.1793-inch-thick plate. 2" depth (bent flat toward the door panel) on cell side, by 1-1/4" depth on dayroom side per Detail 'D':
m. Door bottom guide shall be equal to full length of door travel.



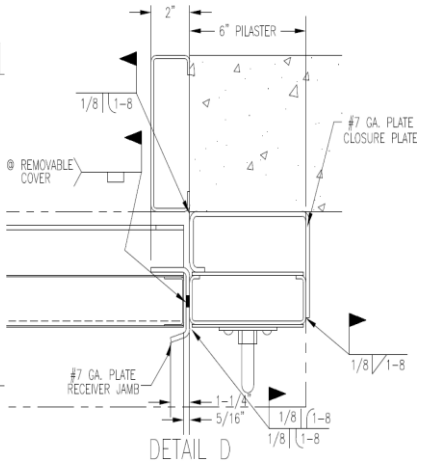
DETAIL A
(VIEW FROM INSIDE CELL)



DETAIL B
(BOTTOM VIEW)




DETAIL C




DETAIL D

3. Housings:

a. The horizontal mechanism housing shall be constructed of 3/16" mild steel plate.
b. Housing covers shall be slope top and constructed of 0.1345-inch-thick sheet steel. All openings shall be baffled.
c. The vertical lock bar housing shall be constructed of 1/8" mild steel tube to be 1" x 2" and the lock bar to be constructed of 5/8" square cold rolled bar steel, free moving within housing.

1) After installation, installer shall maintain a maximum gap between door and face of wall of no more than 3/16". Provide filler plate as required to reduce gap.

d. All housing covers shall be attached with Torx head security fasteners.
e. All housing covers shall be hinged to allow access to mechanism without removal of housing cover.
f. Provide 12-gauge wire tray in housing, for the electrical wired cable harness, in accordance with the applicable electrical code.
g. Cell devices shall be provided with splice plates in cell runs to provide a gap-free header run installation.

4. Finish:

a. Paint entire assembly, except track, rollers, and drive mechanism, with rust inhibitive primer.

5. All electrically operated hardware shall be furnished with both male and female Molex connectors.

D. At rated locations, provide smoke gasketing, weather strip, sweeps, sill threshold, door skirts, plates, angles, closers, spring devices and/or additional material as required per the device manufacturer's recommendations to obtain the appropriate label. This requirement takes precedence over other requirements for scheduled hardware. Provide only hardware which has been tested and listed by UL bears appropriate label or symbol for the types and sizes of doors required and compliance with the requirements of the required label and function of the opening wherever possible.

## 2.5 KEYING AND KEYS

A. Keying and Keys

1. Key Cylinders shall be high security mogul cylinders, keyed in sets of master and change keys, to level as directed by the Owner or as provided by the Owner.
2. High Security Mogul Cylinders shall be keyed in sets and master keyed, sub-master keyed etc. to level as directed by the Owner.

a. Provide five (5) keys per existing master code for new doors.
b. Provide 10 blank keys in each keyway as directed by the Owner during the keying phase (plan for 3 keyways minimum).

3. Paracentric prison locks shall be keyed in sets and provided with eight (8) keys for each change key code. Provide blank paracentric keys in a quantity as directed by the Owner during the keying phase.

B. Key Control System:

1. For the security of the facility, all keying schedules, or floorplans showing keying, at no time will be submitted through website or construction software that is accessible to any persons or parties other than those that attend the keying meeting. These documents shall be submitted by email only, directly to the owner, contractor, architect, and consultant R&N Systems Design (tammier@rnsystemsdesign.com). The Owner may then distribute the keying schedules to any additional parties requiring access.
2. Detention Keying Conference: The DEC shall schedule and lead a detention keying meeting. DEC shall invite the Owner, the Owner's keying representative, General Contractor, Architect and Consultant R&N (Tammie Rodgers) as conference participants. If any portion of the DEC's lock installation work is subcontracted, the DEC shall also invite the installer.

    a. The DEC shall have prepared a preliminary keying layout on floor plans that show hardware set, door type, proposed master key, change key and auxiliary keys if any, for every keyed door and device in the detention scope of work, laid out and color coded at each individual detention door/keyed opening for the Owner's input and changes. Each key shall have separate colors shown on the floor plan that can be seen from a full-page screen view.

3. Touch and Sight keys shall be such that meets NFPA-101 Life Safety Code (22.7.5) to identify key(s) by Touch and Sight. DEC shall provide a preliminary Touch and Sight keying plan to be presented during the initial keying meeting, on a separate set of floor plans, for the Owner's input and changes.
4. After the keying meeting, the DEC shall revise and submit Owners requested keying and Touch and Sight keying on separate floorplans within the same submittal. This revised keying will be transmitted back to the Owner and design team for final review and approval.
5. Key control:

    a. The DEC shall coordinate delivery of keys with the key manufacturer. The keys shall be delivered to the General Contractor on site. The General Contractor shall turn over the un-opened delivery to the DEC. Delivery coordination shall be confirmed with the Owner at the detention keying meeting.
    b. The DEC shall inventory all keys and set up a key sign-out/responsible party spreadsheet. Any keys moving from one person's possession to another while in the DEC's possession, shall be tracked by this sheet. The last person listed on the key sign out sheet shall be responsible for any lost or unaccounted for keys.
    c. After inventory, the DEC shall turn all keys over to the Owner or the party designated by the Owner at the detention keying meeting, as having responsibility for the keys and key sign-out sheet during the construction phase. If the DEC is selected as the designated party, the DEC shall be responsible for tracking all keys until substantial completion.

d. The DEC shall set up keys on facility keyrings as directed by the Owner during the keying meeting, or during the final keying submittal phase. Alternately, the Owner may elect to assign this task to facility staff.
e. In addition to standard facility keyrings, there shall be additional sets provided (as directed by the Owner) of Emergency key rings. The DEC shall also set up these keyrings for the Owner.
f. Emergency keys shall be stored in a mechanical key cabinet (or as directed by the Owner), in the Owner designated Building/Room, as assigned during the detention keying meeting. The balance of key cabinets shall be installed in locations throughout the Facility as directed by the Owner during the keying phase.
g. In the unlikely event any key is lost, the party having possession of the key, based on the key sign-out sheet record, shall bear all costs incurred in having locks re-keyed.
h. If the DEC was elected by the Owner as being responsible for all keys during the construction phase, at substantial completion, the DEC shall take a final inventory of all keys, then turn over all keys to the Owner.

6. All keys shall be stamped with a maximum of six (6) characters, as directed by Owner.
7. Provide key cabinets equal to Southern Steel 6 series key cabinet(s) with capacity or in a quantity that will hold all keys required herein, plus 100%. NO COMMERCIAL KEY SPACE SHALL BE PROVIDED IN MECHANICAL DETENTION KEY CABINETS. Furnish with a factory finish in Black powder coat (or as directed by the Owner), provide with 2 (two) surface detention hinges (equal to 203FS), and a detention grade deadbolt lock 1010A with 8 paracentric keys. Each cabinet shall be keyed “KC” or as directed by the owner during the detention keying meeting.

## PART 3 - EXECUTION

### 3.1 GENERAL REQUIREMENTS

A. Examine and inspect all surfaces, anchors, and grounds that are to receive materials, fixtures, assemblies, and equipment specified herein. Check location, "rough in", and field dimensions prior to beginning work. Report all unsatisfactory conditions in writing to the Architect-Engineer and general contractor.

1. Do not begin installation until all unsatisfactory conditions have been corrected.

B. Verify all dimensions and be responsible for their correctness. No extra compensation will be allowed for differences between actual measurements and the dimensions indicated on the drawings.

### 3.2 INSTALLATION

A. Install detention materials and accessories in accordance with the final shop drawings, manufacturer's data, and as herein specified.

1. Provide manufacturer's supervision of installation, including testing and interfacing of systems.

B. Install all components and complete system as indicated and in accordance with manufacturer's recommendations and instructions.

C. Nuts of all bolted work shall be drawn tight and threads battered or welded. Bolting may be used in the installation of detention equipment provided that the nuts are not accessible to inmates or exposed to view. Bolts shall be special oval head or flat head Torx security type. Screws shall be the same material and finished to match the applied hardware item. Other types of security bolts are unacceptable unless specifically approved by the Architect-Engineer. Provide two sets of wrenches for each size bolt used.

## 3.3 ADJUSTING

A. Final Adjustments: Prior to final inspection check and re-adjust all components to operate within their designed capacity. All components shall be adjusted and tested to verify correct operation prior to final inspection.

B. All devices shall be tested for specified and manufacturer described operation.

C. All tests required by local agencies shall be performed.

D. All tests required by Owner and Owner's representative shall be performed.

E. Systems not meeting the minimum level of acceptability as defined in the test procedures shall be repaired and retested.

F. Provide documentation of test procedures and results.

G. Equipment manufacturer's representative shall certify that the systems are installed and operate as specified.

H. All costs to test and retest systems shall be the responsibility of the Detention Equipment Contractor.

## 3.4 DETENTION HARDWARE SCHEDULE

A. GENERAL NOTES:

1. Provide smoke & fire rated materials in accordance with 087163.2.2.C, unless otherwise instructed by the Architect/Consultant.
2. Provide door silencers equal to Ives SR64 per 087163.2.2.C at all doors without gasketing.
3. Provide raised pulls on hinge side of door with recessed pulls on the opposite side at all doors where locks do not have built-in levers or knobs. Recessed pulls shall be integral by the hollow metal manufacturer. Torx Screws shall be flat head as specified.

4. Provide a doorstop equal to Ives FS18L at all door openings in accordance with 087163.2.2.C, unless otherwise instructed by the Architect/Consultant.
5. Locks with mogul cylinders shall be provided with High Security Mogul Cylinders only, meeting ASTM F1577, and UL-437. Builder's cylinders are unacceptable on detention locks.
6. Provide closers on all rated and/or controlled and/or monitored doors.
7. Any swing door greater than 3'-0" in width and/or greater than 7'-0" in height shall receive four (4) hinges. Electric Power Transfer hinges (EPT hinges) shall not be considered as a load-bearing hinge.
8. Hardware sets listed below have additional requirements in section 2.2.C. Provide hardware as required in all sections of this specification.

**SH1- SH4 Not used**

**SH4A**
**VISITATION**

| UNIT | PART | CATALOG NO. | FINISH | MANUFACTURER |
|---|---|---|---|---|
| 3EA | HINGE | 204FMSS | US32D | SOUTHERN STEEL |
| 1EA | LOCK | 10563* | US26D | SOUTHERN STEEL |
| 1EA | STRIKE | 500C | US26D | SOUTHERN STEEL |
| 1EA | CYLINDER | HS SS MOGUL | US26D | SOUTHERN STEEL |
| 3EA | SILENCERS | SR64 | ---- | IVES |

***NOTE: * MODIFY 10563 LOCK AND REMOVE INSIDE LEVER. LEVER OUTSIDE ALWAYS RIGID. LATCHBOLT AND DEADBOLT OPERATED KEY CYLINDER OUTSIDE OR INSIDE. NO LEVER INSIDE VISITING ROOM – KEY CYLINDER ONLY. NO DPS. FULL CONCEALED STRIKE. PROVIDE FIRE RATED MATERIALS IN RATED OPENINGS, INCLUDING CLOSER, SEAL AND SWEEPS***

**SH5A**
**CELLS W/FP**

| UNIT | PART | CATALOG NO. | FINISH | MANUFACTURER |
|---|---|---|---|---|
| 1EA | SLIDING DEVICE | 3150LPKM-1 | ---- | SOUTHERN STEEL |
| 1EA | FOOD PASS LOCK | 1010A | GALV | SOUTHERN STEEL |
| 2EA | FOOD PASS HINGE | 203FP | US26D | SOUTHERN STEEL |
| 1EA | KEYSWITCH | 936 | US26D | SOUTHERN STEEL |
| 1EA | CYLINDER | HS SS MOGUL | US26D | SOUTHERN STEEL |
| 1EA | ESCUTCHEON | 218-2 | US26D | SOUTHERN STEEL |
| 1EA | ESCUTCHEON | 218-1 | US26D | SOUTHERN STEEL |
| 1EA | RAISED PULL | 212C | US26D | SOUTHERN STEEL |
| 1EA | RECESSED PULL | INTEGRAL | US32D | BY HM MANUF. |

***NOTE: DOUBLE WING ESCUTCHEON ON PILASTER. SINGLE WING ESCUTCHEON AT FOOD PASS. SLIDERS AND DOORS MUST CARRY FULL UL LABEL WHERE FIRE/SMOKE RATINGS OCCUR.***

END OF SECTION 087163

# SECTION 088853 - SECURITY GLAZING

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

B. Section 013513.16, “Special Project Procedures for Detention Facilities”.

### 1.2 SUMMARY

A. This Section includes the following:

1. Security glazing.
2. Glazing accessories.

B. Related Sections: The following Sections contain requirements that relate to this Section.

1. Section 079200 “Joint Sealants” for security sealants.
2. Section 083463 “Detention Doors & Frames.”

### 1.3 SCOPE AND RESPONSIBILITIES

A. Under the requirements of this specification, the DEC shall be responsible for furnishing and installing all glass and glazing accessories, as specified, in all locations, unless indicated otherwise.

B. All security glass requires security sealant as a cap-bead. Select glass from manufacturers that approve installation with the security sealant specified.

### 1.4 PERFORMANCE REQUIREMENTS

A. Provide security glazing that complies with the requirements listed below as indicated by the test ratings for specific glazing types.

1. H.P. White Laboratory, Inc.; HPW TP-0500.00.
2. American Society for Testing and Materials; ASTM F1915-19 & ASTM F1233-19
3. Underwriter’s Laboratories, Inc.; UL 752, UL 972.

1.5 SUBMITTALS

A. Submittals for 088853 Security Glass shall be submitted under a single cover. Submittals sectioned into article numbers (i.e.: "088853.1.5.B, 088853.1.5.C.") will be returned Rejected or Revise and Resubmit to include all information required by this specification section. If subsequent submittals are required for items needed on site before others, those submittals shall be numbered in such a way that clearly indicates a progressive numbering sequence (i.e.: "088853.01, 088853.02" etc.).

B. Product data for each security glazing type, including type of materials, thickness, installation requirements, method of test, and performance. Submit the most recent literature & cleaning instructions and any other documentation deemed necessary to demonstrate compliance to the specification.

C. Test reports showing compliance with specified requirements. S**UBMITTAL MUST INCLUDE CURRENT UL TEST REPORTS AND CURRENT PHYSICAL ATTACK AND CONTAINMENT REPORTS PER ASTM F1915-19, AND EVERY OTHER ASTM, UL, WMFL, AND HP WHITE REPORT LISTED PER EACH INDIVIDUAL GLASS TYPE SPECIFIED HEREIN**. Note each specified glass type tested, on the first page of each test report.

1. In order to hold manufacturers to the highest life safety fire standards, Round-Robin fire testing and Engineering Studies and Reports shall not be used in determining the fire resistance of glass in this specification. Only UL approved physical glass test reports, or physical testing provided by a UL approved testing agency, shall be permitted. Test reports shall provide photographic evidence of physical glass testing under the test report cover and/or include KCMZ UL Report documentation along with photographic evidence of physical glass testing. This requirement takes precedence over all alternate testing practices**.**

D. Certification by manufacturer that products supplied comply with performance requirements specified.

E. Maintenance data covering cleaning and protection requirements to include in the Operation and Maintenance Manual specified in Division 1.

F. **Upon request only**, by the Architect/Consultant, submit 2 samples each, 12" square, of each type of security glazing product. Do not send samples without this request. Submit samples to R&N Systems Design, C/O Tammie Rodgers, 615 Oakleaf Office Lane, Memphis, TN 38117.

G. Submit a composite detail of the glass and frame assembly. This detail shall show and define all products in the assembly including, but not limited to, the following: Frame, glass stop, glass, setting blocks, glazing tape – placement of glazing tape, and sealant. All products used in the glazing composite must be compatible.

1.6 QUALITY ASSURANCE

A. Comply with ASTM F1915-19 containment test for forced entry performance. Round robin testing is not acceptable.

B. Certified Safety Glazing: Category II products complying with test requirements of 16 CFR 1201 and ANSI Z97.1, certified by Safety Glazing Certification Council, and permanently labeled.

C. Manufacturer Qualifications: Firm with minimum 5 years' experience in manufacturing laminated glazing products that are similar to those indicated for this Project and that have a record of successful in-service performance.

D. Installer Qualifications: Engage an experienced Installer who has a minimum of 5 years' experience in installing security glazing similar to that required for this Project.

E. Roller wave distortion should not noticeably affect the clarity of images when looking through the glass. As a standard, a maximum of .076mm from peak to valley in the center of the lites, and a maximum of .20mm within 10.5" of the leading or trailing edge shall be acceptable. The owner has the right to request certain distorted units be replaced if they deem the units will be a security issue for the officers. This requirement shall take precedence over ASTM C1048.

## 1.7 DELIVERY, STORAGE, AND HANDLING

A. Protect products according to manufacturer's recommendations. Specifically, avoid damage to glass edges, and prevent damage from temperature changes, sunlight, and moisture.

1. Furnish polycarbonate materials with a strippable water-resistant masking paper on exposed surfaces.

## 1.8 PROJECT CONDITIONS

A. Environmental Conditions: Do not install glazing when either air or substrate temperature exceeds the range recommended by sealant manufacturer or when substrate is wet, damp, or covered with snow, ice, or frost.

B. Install bulk sealants only at air and substrate temperatures above 40 deg F (4 deg C).

## 1.9 WARRANTY – LAMINATED PRODUCTS

A. Warranty: Submit a written warranty, executed by manufacturer, agreeing to replace laminates that delaminate within 5 years from date of Substantial Completion. If delamination damage occurs and upon inspection is found beyond a reasonable doubt to be caused by security sealant contact with raw glazing edge, the DEC shall be responsible for replacing the glazing at their expense.

B. Warranty shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and will be in addition to and run concurrent with other warranties made by the Contractor under requirements of the Contract Documents.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturers:

1. Global Security Glazing
2. LTI Smart Glass/Safety First
3. McGrory Glass

B. Available Products: Unless pre-approved prior to bidding, provide the products specified.

1. Products submitted from manufacturers without complete supporting test reports from an independent testing facility are unacceptable, and will be returned rejected. Engineering Studies are not acceptable in lieu of UL testing, will not be approved. Should any of the specified material be submitted with less than a full UL test report, the DEC shall then be responsible for providing glass and material from a manufacturer with complete, and current, test reports that meet these specifications at their own expense.

C. The DEC and glazing manufacturer agree to comply with the requirements as defined in section 3.4 and to provide materials and warranty as required by the contract documents using the materials listed in section 2.5.

D. Where post applied films are required, the DEC shall provide material and installation or provide third-party installation after project close-out. There shall be no exceptions.

E. NOTE: Where detention glass and products are scheduled in commercial grade frames, all testing, containment, and attack ratings are diminished or may be voided entirely by the glass manufacturer.

2.2 MATERIALS

A. Float Glass:

1. Clear Heat Strengthened Glass: ASTM C 1048, Condition A (uncoated surfaces), Class 1 (clear), Kind HS (heat strengthened).
2. Tinted Heat-Strengthened Glass: ASTM C 1048, Condition A (uncoated surfaces), Class 2 (tinted, heat-absorbing, and light-reducing), Kind HS (heat strengthened), tint color as specified with security glazing type.
3. Clear Tempered Glass: ASTM C 1048, Condition A (uncoated surfaces), Class 1 (clear), Kind FT (fully tempered).
4. Chemically Tempered Glass: ASTM C 1036, Class 1 (clear) chemically tempered; edges seamed prior to tempering
5. ASTM C 1048, Condition A (uncoated surfaces), Class 1 (clear), Kind HS (heat strengthened).
6. Where “MIR” is listed, Mirropane shall be provided on an inboard or “interior” layer when possible.

7. Where Fire Rated glass is shown, glass must Not contain intumescent Gel. All layers of fire rated glass must be laminated with fire retardant material.
8. At exterior locations, provide tempered outer layer laminated over low E glass.

B. Polycarbonate Sheet: Rigid, flat polycarbonate sheet; thickness as indicated.

1. Relative Burning Characteristics: Average extent of burning less than 1 inch, when tested per ASTM D 635, using the thickness of material indicated for Project.

C. NOTE: Where detention glass and products are scheduled in commercial grade frames, all testing, containment, and attack ratings are diminished, or may be voided entirely by the glass manufacturer.

## 2.3 GLASS-CLAD POLYCARBONATE LAMINATES, (GCP) AND SPECIAL FIRE RATED GLASS

A. Grade 1 and Grade 2 – Not used

B. Grade 3 – INTERIOR 20-minute containment glass options:

1. SG3 - GCP

a. 5/8” (Nominal) clear glass clad polycarbonate equal to McGrory Glass AttackDefend 20 or approved equal. ASTM F1915-19 Grade 3 – 20-minute containment of the following construction:

1) 1/8” Clear heat strengthened glass
2) .050” Urethane
3) 1/8” Polycarbonate
4) .050 Urethane
5) 1/8” Polycarbonate
6) .050” Urethane
7) 1/8” Clear heat strengthened glass

C. Grade 3 – EXTERIOR - Not used

D. Grade 3 – INTERIOR FIRE RATED:

1. SG3B (SG3B45) – FIRE RATED 45-minutes, 20-minute containment laminated, and special use glass

a. 1-13/16” UL fire rated for 60 minutes, equal to McGrory Glass FireDefend AD20-F45I or approved equal. ASTM F1915-12 Grade 3 - 20-minute containment rated. Glazing shall be installed with UL classified Rectorseal BlazeSeal, or per manufacturers recommendations using an alternate glazing tape. Glass construction is proprietary.

2.4 FABRICATION

A. Fabricate glazing with bite and edge clearance dimensions, including tolerances, as recommended by manufacturer and GANA "Glazing Manual." Exception: Where specific bite dimensions are indicated on drawings, as required for proper securement of glazing in frames, comply with those dimensions.

B. Cut or drill holes in laminated units as required or indicated.

C. Grind exposed edges smooth, using methods recommended by manufacturer.

D. Coordinate speak-port locations as indicated on architectural drawings, with glass manufacturer.

2.5 GLAZING ACCESSORIES

A. Installation Materials-General: Select products that have appropriate performance characteristics as recommended by glazing manufacturer and that are compatible with materials they will contact. Use materials per manufacturers “as tested” conditions.

1. Provide a letter from the glass manufacturer that states all glazing materials submitted are compatible with the glass submitted.

B. Glazing Tape:

1. Pre-shimmed, 100 percent solids, polyisobutylene-butyl rubber with internal spacer rod. Tape color shall be provided in Black. Non-shimmed tape is not specified and will be rejected.

a. FIRE RATED OPENINGS: At McGrory FireDefend glass types provide Closed-Cell-PVC foam tape. Tape color shall be provided in Black. At all other fire rated glass types, provide only Kerafix Flexlit, or Rectorseal BlazeSeal on three sides (each face each side and perimeter edge) at all fire rated products.

C. Glazing Sealant:

1. Provide at exterior side of exterior security glazing only: One part silicone rubber meeting Federal Specification TT-S-00230C, Class A, ASTM C-920 Type S, Grade NS, Class 25; Equal to Dow Corning (DowSil) 795. Sealant color shall be Black.

D. Security Sealant:

1. Provide on both sides of all interior security glazing only: Dynaflex SC. One part non-sag tamper resistant elastomeric STPU meeting Federal Specifications TT-S-00230C, Type II, Class B and ASTM C-920-98, Type S, Grade NS, Class 12.5 as manufactured by Pecora. When applying directly to a polycarbonate surface, application area must be primed with Pecora P-120 primer prior to use as required per published manufacturer recommendations. SC color shall be Limestone #039.

E. Setting Blocks:

1. TPR (Thermoplastic rubber) or Santoprene with 70-90 shore “A” durometer hardness, chemically compatible with glazing components. EPDM or other types of setting blocks will be rejected. Color shall be Black.

a. FIRE RATED OPENINGS: At McGrory FireDefend glass types provide setting blocks may be provided as Calcium Silicate type blocks. Color shall be provided in white or as approved by McGrory Glass/the glass manufacturer. All other fire rated types shall receive TPR setting blocks.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

A. Examine frames and rabbets in which glazing is to be installed for possible damaging conditions. In particular, check for conditions that would void the manufacturer's warranty.

1. Verify that minimum edge engagement of framing is 1 inch (25 mm).

B. Submit Installer's report describing unacceptable conditions.

C. Do not proceed with installation until unsatisfactory conditions have been corrected.

D. The DEC is responsible for visually inspecting each glazing unit for clear view. Glass shall be provided with minimal distortion as determined by R&N’s security consultant, the Architect and the Owner. Up to and during final punch, the Owner has the right to refuse and require replacement of any glazing units that they deem too distorted for use and may pose a security risk to their officers or inmates. Any such glazing units requiring replacement shall be listed on a formal notification and presented to the DEC.

### 3.2 PREPARATION

A. Clean surfaces to receive glazing just before installing glazing.

### 3.3 INSTALLATION – GENERAL

A. Comply with recommendations for installation contained in the GANA "Glazing Manual" and "Sealant Manual" except when specifically not recommended or prohibited by the glazing or glazing accessory manufacturer; comply with manufacturers' recommendations.

B. Protect glazing from edge and surface damage during handling and installation.

C. Do not install glazing that has edge or surface damage or defects that reduce glazing strength or diminish appearance.

D. Permanently adhere setting and edge blocks to frame with Dow Corning (DowSil) 795.

E. Do not block weep holes.

F. Applied Stops: Fasten as indicated, after glazing has been set in frame. Do not exert excess force on glazing and glazing spacers.

G. Remove protective masking paper on polycarbonate materials only as required to set glazing.

3.4 TAPE GLAZING

A. Install Setting Blocks.

1. Setting blocks shall be 1/8" wider than the width of the glass and ¼" thick. Length of blocks shall be calculated and supplied at 0.01" per square foot of glass area, but never less than 4" in length for glass widths of or greater than 48". Blocks shall be set at quarter points of glass, although at no point shall the setting block be further than 6" from the corner edge of the glass.
2. Each lite shall receive no less than two setting blocks, unless the glass manufacturer specifically approves and warranties, the use of one setting block on glass opening widths of less than 8".
3. Butter the bottom only of setting blocks with Dow Corning (DowSil) 795. Set blocks in glazing channel.

B. Install tape continuously, placed so that when compressed the exposed face will be 1/8 inch (3 mm nominal) below face of framing.

1. Do not use joints in tape, except at corners, seal joints with compatible sealant.

C. After installation of glazing tape and stops, fill install the 1/8" gap between the stop and glass with Dynaflex SC Security sealant and finish with a 1/8" minimum bead between stop and glass on **both** sides of all interior security glass/polycarbonate provided per this specification section and per 2.5.D.1 above. Exterior glass will have Dynaflex SC on the interior side only, with Dow Corning (DowSil) 795 on the exterior side, installed similarly to the security sealant on the opposite side.

1. Security sealant shall be installed as a cap bead only and is never to come in contact with the raw cut edge of the glazing material. Setting blocks shall be installed in a heal bead of glazing sealant equal to Dow Corning (DowSil) 795 per 3.4. If security sealant is found on raw glazing edge during inspection, the DEC shall be responsible for replacing the glass at their expense.

D. It is the DEC's responsibility to coordinate any installation area in question with the architect/consultant prior to installation of sealant. Should the DEC use the wrong sealant or tape on any window, the sealant and/or tape shall be removed and replaced by the DEC at no cost to the owner. Any damage resulting from the removal of the wrong tape or sealant shall be the responsibility of the DEC and shall be replaced at the DEC's expense.

## 3.5 PROTECTION AND CLEANING

A. Apply warning tape or bands across opening without touching glazing, immediately after installing glazing in frames.

B. Do not apply tape or labels to glazing; remove temporary labels.

C. Protect glazing during subsequent construction operations; remove dirt, contaminants, staining agents and other deposits promptly using manufacturer's recommended procedures.

D. Replace glazing that is damaged.

E. Provide final protection and maintain conditions in a manner acceptable to manufacturer and Installer that ensures that security glazing is without damage or deterioration at the time of Substantial Completion.

F. Remove protective masking paper from polycarbonate glazing just prior to cleaning.

G. Wash both sides of glazing not more than 10 days before inspections for Substantial Completion.

## 3.6 OWNER PERSONNEL INSTRUCTION

A. Have manufacturers' maintenance instructions on hand at time of instruction.

B. Instruct designated Owner personnel on maintaining security glazing.

END OF SECTION 088853

# SECTION 092216 - NON-STRUCTURAL METAL FRAMING

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section Includes:

1. Framing systems.
2. Suspension systems.
3. Grid suspension systems.

B. Related Requirements:

1. Section 054000 "Cold-Formed Metal Framing" for exterior and interior load-bearing and exterior non-load-bearing wall studs; floor joists; and roof rafters and ceiling joists.

### 1.2 ACTION SUBMITTALS

A. Product Data:

1. Framing systems.
2. Suspension systems.
3. Grid suspension systems.

### 1.3 INFORMATIONAL SUBMITTALS

A. Product Certificates: For each type of code-compliance certification for studs and tracks.

B. Evaluation Reports: For **high-strength steel studs and tracks, firestop tracks, post-installed anchors, and power-actuated fasteners**, from ICC-ES or other qualified testing agency acceptable to authorities having jurisdiction.

### 1.4 QUALITY ASSURANCE

A. Code-Compliance Certification of Studs and Tracks: Provide documentation that framing members are certified according to the product-certification program of **the Certified Steel Stud Association**, **the Steel Framing Industry Association**, **the Steel Stud Manufacturers Association**, **or the Supreme Steel Framing System Association**.

### 1.5 DELIVERY, STORAGE, AND HANDLING

A. Notify manufacturer of damaged materials received prior to installation.

B. Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.

C. Protect cold-formed metal framing from corrosion, deformation, and other damage during delivery, storage, and handling as required by AISI S202, "Code of Standard Practice for Cold-Formed Steel Structural Framing."

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

A. Fire-Test-Response Characteristics: For fire-resistance-rated assemblies that incorporate non-load-bearing steel framing, provide materials and construction identical to those tested in assembly indicated, in accordance with ASTM E119 by an independent testing agency.

B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated on Drawings, in accordance with ASTM E90 and classified in accordance with ASTM E413 by an independent testing agency.

C. Horizontal Deflection: For wall assemblies, limited to **1/240** of the wall height based on horizontal loading of **5 lbf/sq. ft. (239 Pa)**.

### 2.2 FRAMING SYSTEMS

A. Framing Members, General: Comply with **ASTM C645** for conditions indicated.

1. Steel Sheet Components: Comply with **ASTM C645** requirements for metal unless otherwise indicated
2. Protective Coating: Comply with **ASTM C645**; ASTM A653/A653M, G40 (Z120); or coating with equivalent corrosion resistance. Galvannealed products are unacceptable.

    a. Coating demonstrates equivalent corrosion resistance with an evaluation report acceptable to authorities having jurisdiction.

B. Studs and Track: **ASTM C645**. Use either conventional steel studs and tracks or embossed, high-strength steel studs and tracks.

1. Steel Studs and Tracks:

    a. Minimum Base-Steel Thickness: As required by performance requirements for horizontal deflection.
    b. Depth: As indicated on Drawings.

2. Embossed, High Strength Steel Studs and Tracks: Roll-formed and embossed with surface deformations to stiffen the framing members so that they are structurally comparable to conventional ASTM C645 steel studs and tracks.

a. Minimum Base-Steel Thickness: As required by horizontal deflection performance requirements.
b. Depth: As indicated on Drawings.For slip joint at stud and top-track interface (head joint) that avoids axial loading of partition by overhead structure, retain "Slip-Type Head Joints" Paragraph below and one or all of the following types of head joints. See "Crack Control" Article in the Evaluations.

C. Slip-Type Head Joints: Where indicated, provide **one of** the following:

1. Single Long-Leg Track System: Top track with 2-inch- (51-mm-) deep flanges in thickness not less than indicated for studs, installed with studs friction fit into top track and with continuous bridging located within 12 inches (305 mm) of the top of studs to provide lateral bracing.
2. Deflection Track: Steel sheet top track manufactured to prevent cracking of finishes applied to interior partition framing resulting from deflection of structure above; in thickness not less than indicated for studs and in width to accommodate depth of studs.

D. Firestop Tracks: Top track manufactured to allow partition heads to expand and contract with movement of structure while maintaining continuity of fire-resistance-rated assembly indicated; in thickness not less than indicated for studs and in width to accommodate depth of studs.

E. Flat Strap and Backing Plate: Steel sheet for blocking and bracing in length and width indicated.

1. Minimum Base-Steel Thickness: **0.0329 inch (0.836 mm)**.

## 2.3 SUSPENSION SYSTEMS

A. Tie Wire: ASTM A641/A641M, Class 1 zinc coating, soft temper, 0.062-inch- (1.59-mm-) diameter wire, or double strand of 0.048-inch- (1.21-mm-) diameter wire.

B. Hanger Attachments to Concrete:

1. Post-Installed Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES **AC193 or AC308** as appropriate for the substrate.

a. Uses: Securing hangers to structure.
b. Type: **Torque-controlled, expansion anchor**, **torque-controlled, adhesive anchor**, **or adhesive anchor**.
c. Material for Interior Locations: Carbon-steel components zinc-plated to comply with ASTM B633 or ASTM F1941 (ASTM F1941M), Class Fe/Zn 5, unless otherwise indicated.
d. Material for Exterior or Interior Locations and Where Stainless Steel Is Indicated: Alloy **Group 1 (A1)** stainless steel bolts, ASTM F593 (ASTM F738M), and nuts, ASTM F594 (ASTM F836M).

2. Power-Actuated Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.

C. Wire Hangers: ASTM A641/A641M, Class 1 zinc coating, soft temper, 0.16 inch (4.12 mm) in diameter.

D. Carrying Channels (Main Runners): Cold-rolled, commercial-steel sheet with a base-steel thickness of 0.0538 inch (1.367 mm) and minimum 1/2-inch- (13-mm-) wide flanges.

1. Depth: **1-1/2 inches (38 mm)**].

## 2.4 AUXILIARY MATERIALS

A. General: Provide auxiliary materials that comply with referenced installation standards.

1. Fasteners for Steel Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.

B. Isolation Strip at Exterior Walls: Provide **one of** the following:

1. Foam Gasket: Adhesive-backed, closed-cell vinyl foam strips that allow fastener penetration without foam displacement, 1/8 inch (3.2 mm) thick, in width to suit steel stud size.

# PART 3 - EXECUTION

## 3.1 EXAMINATION

A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, cast-in anchors, and structural framing, for compliance with requirements and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

## 3.2 PREPARATION

A. Suspended Assemblies: Coordinate installation of suspension systems with installation of overhead structure to ensure that inserts and other provisions for anchorages to building structure have been installed to receive hangers at spacing required to support the Work and that hangers will develop their full strength.

1. Furnish concrete inserts and other devices indicated to other trades for installation in advance of time needed for coordination and construction.

B. Coordination with Sprayed Fire-Resistive Materials:

1. Before sprayed fire-resistive materials are applied, attach offset anchor plates or ceiling tracks to surfaces indicated to receive sprayed fire-resistive materials. Where offset

anchor plates are required, provide continuous plates fastened to building structure not more than 24 inches (610 mm) o.c.

2. After sprayed fire-resistive materials are applied, remove them only to extent necessary for installation of non-load-bearing steel framing. Do not reduce thickness of fire-resistive materials below that are required for fire-resistance ratings indicated. Protect adjacent fire-resistive materials from damage.

## 3.3 INSTALLATION, GENERAL

A. Installation Standard: ASTM C754.

1. Gypsum Plaster Assemblies: Also comply with requirements in ASTM C841 that apply to framing installation.
2. Portland Cement Plaster Assemblies: Also comply with requirements in ASTM C1063 that apply to framing installation.
3. Gypsum Veneer Plaster Assemblies: Also comply with requirements in ASTM C844 that apply to framing installation.
4. Gypsum Board Assemblies: Also comply with requirements in ASTM C840 that apply to framing installation.

B. Install framing and accessories plumb, square, and true to line, with connections securely fastened.

C. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.

D. Install bracing at terminations in assemblies.

E. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.

## 3.4 INSTALLATION OF FRAMING SYSTEMS

A. Install framing system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.

1. Single-Layer Application: **As required by horizontal deflection performance requirements** unless otherwise indicated.
2. Multilayer Application: **As required by horizontal deflection performance requirements** unless otherwise indicated.
3. Tile Backing Panels: **As required by horizontal deflection performance requirements** unless otherwise indicated.

B. Where studs are installed directly against exterior masonry walls or dissimilar metals at exterior walls, install isolation strip between studs and exterior wall.

C. Install studs so flanges within framing system point in same direction.

D. Install tracks at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended ceilings except where partitions are indicated to terminate at suspended ceilings. Continue framing around ducts that penetrate partitions above ceiling.

1. Slip-Type Head Joints: Where framing extends to overhead structural supports, install to produce joints at tops of framing systems that prevent axial loading of finished assemblies.
2. Door Openings: Screw vertical studs at jambs to jamb anchor clips on door frames; install track section (for cripple studs) at head and secure to jamb studs.

    a. Install two studs at each jamb unless otherwise indicated.
    b. Install cripple studs at head adjacent to each jamb stud, with a minimum 1/2-inch (13-mm) clearance from jamb stud to allow for installation of control joint in finished assembly.
    c. Extend jamb studs through suspended ceilings and attach to underside of overhead structure.

3. Other Framed Openings: Frame openings other than door openings the same as required for door openings unless otherwise indicated. Install framing below sills of openings to match framing required above door heads.
4. Fire-Resistance-Rated Partitions: Install framing to comply with fire-resistance-rated assembly indicated and support closures and to make partitions continuous from floor to underside of solid structure.

    a. Firestop Track: Where indicated, install to maintain continuity of fire-resistance-rated assembly indicated.

5. Sound-Rated Partitions: Install framing to comply with sound-rated assembly indicated.

E. Direct Furring:

1. Attach to concrete or masonry with stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches (610 mm) o.c.

F. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8 inch (3 mm) from the plane formed by faces of adjacent framing.

## 3.5 INSTALLATION OF SUSPENSION SYSTEMS

A. Install suspension system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.

1. Hangers: **48 inches (1219 mm)** o.c.
2. Carrying Channels (Main Runners): **48 inches (1219 mm)** o.c.
3. Furring Channels (Furring Members): **16 inches (406 mm)** o.c.

B. Isolate suspension systems from building structure where they abut or are penetrated by building structure to prevent transfer of loading imposed by structural movement.

C. Suspend hangers from building structure as follows:

1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structural or suspension system.

    a. Splay hangers only where required to miss obstructions and offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.

2. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with locations of hangers required to support standard suspension system members, install supplemental suspension members and hangers in the form of trapezes or equivalent devices.

    a. Size supplemental suspension members and hangers to support ceiling loads within **performance limits established by referenced installation standards**.

3. Wire Hangers: Secure by looping and wire tying, either directly to structures or to inserts, eye screws, or other devices and fasteners that are secure and appropriate for substrate, and in a manner that will not cause hangers to deteriorate or otherwise fail.
4. Do not attach hangers to steel roof deck.
5. Do not attach hangers to permanent metal forms. Furnish cast-in-place hanger inserts that extend through forms.
6. Do not attach hangers to rolled-in hanger tabs of composite steel floor deck.
7. Do not connect or suspend steel framing from ducts, pipes, or conduit.

D. Fire-Resistance-Rated Assemblies: Wire tie furring channels to supports.

E. Seismic Bracing: Sway-brace suspension systems **with hangers used for support**.

## 3.6 INSTALLATION OF GRID SUSPENSION SYSTEMS

A. Grid Suspension Systems: Attach perimeter wall track or angle where grid suspension systems meet vertical surfaces. Mechanically join main beam and cross-furring members to each other and butt-cut to fit into wall track.

## 3.7 FIELD QUALITY CONTROL

A. Installation Tolerances: Install suspension systems that are level to within **1/8 inch in 12 feet (3 mm in 3.6 m)** measured lengthwise on each member that will receive finishes and transversely between parallel members that will receive finishes.

END OF SECTION 092216

# SECTION 092900 - GYPSUM BOARD

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section Includes:

1. Interior gypsum board.

B. Related Requirements:

1. Section 092216 "Non-Structural Metal Framing" for non-structural steel framing and suspension systems that support gypsum board panels.

### 1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples: For the following products:

1. Trim Accessories: Full-size Sample in 12-inch- (300-mm-) long length for each trim accessory indicated.

### 1.3 DELIVERY, STORAGE AND HANDLING

A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

### 1.4 FIELD CONDITIONS

A. Environmental Limitations: Comply with ASTM C840 requirements or gypsum board manufacturer's written instructions, whichever are more stringent.

B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.

C. Do not install panels that are wet, moisture damaged, and mold damaged.

1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

A. Obtain each type of gypsum panel and joint finishing material from single source with resources to provide products of consistent quality in appearance and physical properties.

2.2 PERFORMANCE REQUIREMENTS

A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated in accordance with ASTM E119 by an independent testing agency.

B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated in accordance with ASTM E90 and classified in accordance with ASTM E413 by an independent testing agency.

2.3 GYPSUM BOARD, GENERAL

A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.4 INTERIOR GYPSUM BOARD

A. Gypsum Wallboard: ASTM C1396/C1396M.

B. Gypsum Board, Type X: ASTM C1396/C1396M.

1. Thickness: 5/8 inch (15.9 mm).
2. Long Edges: **Tapered**.

C. Gypsum Ceiling Board: ASTM C1396/C1396M.

1. Thickness: 1/2 inch (12.7 mm).
2. Long Edges: Tapered.

D. Impact-Resistant Gypsum Board: ASTM C1396/C1396M gypsum board, tested in accordance with ASTM C1629/C1629M.

1. Core: **5/8 inch (15.9 mm), Type X**.
2. Surface Abrasion: ASTM C1629/C1629M, meets or exceeds **Level 2** requirements.
3. Indentation: ASTM C1629/C1629M, meets or exceeds **Level 1** requirements.
4. Soft-Body Impact: ASTM C1629/C1629M, meets or exceeds **Level 2** requirements.
5. Hard-Body Impact: ASTM C1629/C1629M, meets or exceeds **Level 2** requirements in accordance with test in Annex A1.
6. Long Edges: Tapered.

7. Mold Resistance: ASTM D3273, score of 10 as rated in accordance with ASTM D3274.

## 2.5 TRIM ACCESSORIES

A. Interior Trim: ASTM C1047.

1. Material: **Galvanized or aluminum-coated steel sheet or rolled zinc**
2. Shapes:

a. Cornerbead.
b. Bullnose bead.
c. Expansion (control) joint.

## 2.6 JOINT TREATMENT MATERIALS

A. General: Comply with ASTM C475/C475M.

B. Joint Tape:

1. Interior Gypsum Board: Paper.

C. Joint Compound for Interior Gypsum Board: For each coat, use formulation that is compatible with other compounds applied on previous or for successive coats.

1. Prefilling: At open joints**, rounded or beveled panel edges,**] and damaged surface areas, use setting-type taping compound.
2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use **setting-type taping drying-type, all-purpose** compound.

a. Use setting-type compound for installing paper-faced metal trim accessories.

3. Fill Coat: For second coat, use **drying-type, all-purpose** compound.
4. Finish Coat: For third coat, use **drying-type, all-purpose** compound.

## 2.7 AUXILIARY MATERIALS

A. Provide auxiliary materials that comply with referenced installation standards and manufacturer's written instructions.

B. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.

1. Verify adhesives have a VOC content of 50 g/L or less.

C. Steel Drill Screws: ASTM C1002 unless otherwise indicated.

1. Use screws complying with ASTM C954 for fastening panels to steel members from 0.033 to 0.112 inch (0.84 to 2.84 mm) thick.
2. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.

D. Sound-Attenuation Blankets: ASTM C665, Type I (blankets without membrane facing) produced by combining thermosetting resins with mineral fibers manufactured from glass, slag wool, or rock wool.

1. Fire-Resistance-Rated Assemblies: Comply with mineral-fiber requirements of assembly.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

A. Examine areas and substrates including welded hollow-metal frames and support framing, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.

B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION AND FINISHING OF PANELS, GENERAL

A. Comply with ASTM C840.

B. Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.

C. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch (1.5 mm) of open space between panels. Do not force into place.

D. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.

E. Form control and expansion joints with space between edges of adjoining gypsum panels.

F. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced internally.

1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. (0.7 sq. m) in area.
2. Fit gypsum panels around ducts, pipes, and conduits.
3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8-inch- (6.4- to 9.5-mm-) wide joints to install sealant.

G. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments. Provide 1/4- to 1/2-inch- (6.4- to 12.7-mm-) wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.

H. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.

I. STC-Rated Assemblies: Seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C919 and with manufacturer's written instructions for locating edge trim and closing off sound-flanking paths around or through assemblies, including sealing partitions above acoustical ceilings.

J. Install sound attenuation blankets before installing gypsum panels unless blankets are readily installed after panels have been installed on one side.

## 3.3 INSTALLATION OF INTERIOR GYPSUM BOARD

A. Install interior gypsum board in the following locations:

1. Type X: **Where required for fire-resistance-rated assembly**
2. Ceiling Type: **Ceiling surfaces**.
3. Impact-Resistant Type: **As indicated on Drawings**.

B. Single-Layer Application:

1. On ceilings, apply gypsum panels before wall/partition board application to greatest extent possible and at right angles to framing unless otherwise indicated.
2. On partitions/walls, apply gypsum panels **vertically (parallel to framing)** unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.

    a. Stagger abutting end joints not less than one framing member in alternate courses of panels.
    b. At stairwells and other high walls, install panels horizontally unless otherwise indicated or required by fire-resistance-rated assembly.

3. On Z-shaped furring members, apply gypsum panels vertically (parallel to framing) with no end joints. Locate edge joints over furring members.

4. Fastening Methods: Apply gypsum panels to supports with steel drill screws.

C. Multilayer Application:

1. On ceilings, apply gypsum board indicated for base layers before applying base layers on walls/partitions; apply face layers in same sequence. Apply base layers at right angles to framing members and offset face-layer joints one framing member, 16 inches (400 mm) minimum, from parallel base-layer joints, unless otherwise indicated or required by fire-resistance-rated assembly.
2. On partitions/walls, apply gypsum board indicated for base layers and face layers vertically (parallel to framing) with joints of base layers located over stud or furring member and face-layer joints offset at least one stud or furring member with base-layer joints unless otherwise indicated or required by fire-resistance-rated assembly. Stagger joints on opposite sides of partitions.
3. On Z-shaped furring members, apply base layer vertically (parallel to framing) and face layer either vertically (parallel to framing) or horizontally (perpendicular to framing) with vertical joints offset at least one furring member. Locate edge joints of base layer over furring members.
4. Fastening Methods: Fasten base layers **and face layers separately to supports with screws**.

D. Laminating to Substrate: Where gypsum panels are indicated as directly adhered to a substrate (other than studs, joists, furring members, or base layer of gypsum board), comply with gypsum board manufacturer's written instructions and temporarily brace or fasten gypsum panels until fastening adhesive has set.

## 3.4 INSTALLATION OF TRIM ACCESSORIES

A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.

B. Control Joints: Install control joints [**at locations indicated on Drawings**, **in accordance with ASTM C840 and in specific locations approved by Architect for visual effect**.

C. Interior Trim: Install in the following locations:

1. Cornerbead: Use at outside corners.
2. LC-Bead: Use **at exposed panel**.

## 3.5 FINISHING OF GYPSUM BOARD

A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.

B. Prefill open joints**, rounded or beveled edges,** and damaged surface areas.

C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.

D. Gypsum Board Finish Levels: Finish panels to levels indicated below and in accordance with ASTM C840:

1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
2. Level 3: **Where indicated on Drawings**.
3. Level 4: **At panel surfaces that will be exposed to view unless otherwise indicated**

## 3.6 APPLICATION OF TEXTURE FINISHES

A. Surface Preparation and Primer: Prepare and apply primer to gypsum panels and other surfaces receiving texture finishes. Apply primer to surfaces that are clean, dry, and smooth.

B. Texture Finish Application: Mix and apply finish using powered spray equipment, to produce a uniform texture **matching approved mockup and** free of starved spots or other evidence of thin application or of application patterns.

C. Prevent texture finishes from coming into contact with surfaces not indicated to receive texture finish by covering them with masking agents, polyethylene film, or other means. If, despite these precautions, texture finishes contact these surfaces, immediately remove droppings and overspray to prevent damage according to texture-finish manufacturer's written instructions.

## 3.7 PROTECTION

A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.

B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.

C. Remove and replace panels that are wet, moisture damaged, and mold damaged.

1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 092900

# SECTION 095753 - SECURITY CEILING ASSEMBLIES

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

A. Section Includes:

1. Security-plank ceiling assemblies (SCS-1).

B. Related Requirements:

1. Section 013513.16 "Special Project Procedures for Detention Facilities" for additional requirements for detention facilities.
2. Section 079200 “Sealants” for security sealants used in security ceiling assemblies.
3. Section 135000 “Modular Metal Detention Wall Panel Systems” for security wall panel assemblies.

### 1.3 COORDINATION

A. Coordinate layout and installation of security ceiling assemblies with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, fire-suppression system, and partition assemblies.

### 1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

### 1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples for Verification: For the following products, of sizes indicated below:

1. Security Ceiling Panel Units: Full cross section by 12 inches (305 mm) long for each type of panel.
2. Perimeter Supports, Closures, and Exposed Molding: 12 inches (305 mm) long for each type.

3. Suspension System: 12 inches (305 mm) long.

C. Delegated-Design Submittal: For seismic restraints for ceiling systems.

1. Include design calculations for seismic restraints including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

## 1.6 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Reflected ceiling plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:

1. Layout of panels, joint pattern, and transitions.
2. Suspension system members.
3. Method of attaching hangers to building structure.
4. Size and location of access panels.
5. Ceiling-mounted items including light fixtures, diffusers, grilles, speakers, sprinklers, access panels, and special moldings.

B. Qualification Data: For Installer.

C. Welding certificates.

D. Product Test Reports: For each security ceiling assembly, for tests performed by a qualified testing agency.

E. Attachment Device Test Reports: Indicating capability to sustain, without failure, load indicated without pulling out from substrate.

F. Field quality-control reports.

G. Examination reports documenting inspection of substrates, areas, and conditions.

H. Anchor inspection reports documenting inspections of built-in and cast-in anchors.

I. Field quality-control certification signed by Contractor.

## 1.7 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Security Ceiling Panels: Full-size units equal to 2 percent of amount installed.
2. Suspension System Components: Quantity of each grid and exposed component equal to 2 percent of amount installed.
3. Security Fasteners: Furnish not less than 1 box for each 50 boxes or fraction thereof, of each type and size of security fastener installed.

4. Tools: Provide two sets of tools for installing and removing security fasteners, packaged for easy handling and storage.

## 1.8 QUALITY ASSURANCE

A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.

B. Welding Qualifications: Qualify procedures and personnel according to the following:

1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."
2. AWS D1.2/D1.2M, "Structural Welding Code - Aluminum."
3. AWS D1.3/D1.3M, "Structural Welding Code - Sheet Steel."
4. AWS D1.6/D1.6M, "Structural Welding Code - Stainless Steel."

## 1.9 DELIVERY, STORAGE, AND HANDLING

A. Deliver security ceiling panels, suspension system components, and accessories to Project site in original, unopened packages and store them in a fully enclosed, conditioned space where they will be protected against damage from moisture, humidity, temperature extremes, direct sunlight, surface contamination, and other causes.

B. Handle security ceiling panels, suspension system components, and accessories carefully to avoid damaging units and finishes in any way.

# PART 2 - PRODUCTS

## 2.1 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design seismic restraints for ceiling systems.

B. General Performance: Security ceiling assemblies shall withstand normal thermal movement and structural loads without failure, including permanent deformation of security ceiling assembly components including pans and suspension system; noise or metal fatigue caused by vibration, deflection, and displacement of security ceiling units; and permanent damage to fasteners and anchors.

C. Acoustical Performance: Provide security ceiling assemblies with acoustical ratings indicated, as determined according to ASTM E1264 and the following:

1. Noise Reduction Coefficient (NRC): ASTM C423 and ASTM E795 in Type E-400 mounting.
2. Ceiling Attenuation Class (CAC): ASTM E1414/E1414M.

D. Structural Performance: Security ceiling assemblies shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:

1. Vertical Load for Security Ceiling Assemblies: 15 pounds per square foot, acting upward or downward.
2. Live Load for Security Ceiling Assemblies: Panel dead weight plus a uniform load of 40 pounds per square foot, acting upward or downward, with a deflection not more than L/360.

E. Seismic Standard: Provide ceilings designed and installed to withstand the effects of earthquake motions according to ASCE/SEI 7.

## 2.2 SECURITY-PLANK CEILING ASSEMBLY

A. Double-Configuration Panels: Factory-assembled units with cold-rolled steel top face sheet and metallic-coated steel bottom face sheet, welded to a truss core. Fabricate panels with a self-locking male/female lap joint for joining panels.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Habersham Metal Products Company.
b. Trussbilt.
c. Claborn Manufacturing; Claborn Dek.

2. Panel Width: 24 inches (610 mm) wide by length indicated.
3. Panel Length: Custom lengths to fit areas indicated.
4. Overall Panel Thickness: As required by indicated spans.
5. Minimum Uncoated Top Face Sheet Thickness: 0.053 inch (1.34 mm).
6. Minimum Uncoated Bottom Face Sheet Thickness: 0.053 inch (1.34 mm).
7. Truss Core: Fabricated from 0.015-inch- (0.38-mm-) thick, cold-rolled steel sheet bent into corrugated shape; welded to top and bottom face sheets at even spacings across and along length of panel.
8. Perforation Pattern for Bottom Face Sheet: Unperforated, unless otherwise indicated.
9. Noise Reduction Coefficient (NRC): 0.65.

B. Sound-Absorptive Pads: Provide sound-absorptive pads for placement over ceiling planks.

C. Access Panels: Material, perforation pattern, and finish same as security ceiling panels; designed for installation by continuously welding access panel frame to security ceiling panel. Provide at locations indicated on Drawings.

1. Size: 24 by 24 inches (610 by 610 mm).
2. Lock Preparation: Prepare door panel to accept cylinder specified in Section 087163 "Detention Door Hardware."

D. Closures: Fabricated from minimum 0.053-inch- (1.34-mm-) thick steel sheet, finished to match security ceiling panels. Fasten with security fasteners or by welding.

E. Suspension System: Heavy-duty exposed system consisting of intermediate carriers supported by secondary support system attached to building structure.

1. Intermediate Carriers: Formed from tees with a nominal 4-inch- (102-mm-) wide exposed face or built up from back-to-back angles or channels each with a nominal 2-inch- (51-mm-) wide exposed face.

a. Steel Intermediate Carriers: Metallic-coated steel with minimum uncoated sheet thickness of 0.068 inch (1.72 mm), finished to match security ceiling panels.

2. Secondary Support System:

a. Hanger Rods: Mild steel, zinc coated or protected with rust-inhibitive paint.
b. Angle Hangers: 1-1/2-by-1-1/2-inch (38-by-38-mm) galvanized-steel angles, G90 (Z275) zinc coating, bolted to intermediate carriers and building structure.

F. Perimeter Supports: Wall-mounted angles, tees, and bearing plates.

1. Steel Perimeter Supports: Metallic-coated steel with minimum uncoated sheet thickness of 0.068 inch (1.72 mm), finished to match security ceiling panels.

G. Exposed Edge Moldings and Trim: Provide exposed members as indicated or required for edges of security ceiling, fixture trim, beams, fasciae at changes in security ceiling height, and other conditions, of metal and finish matching security ceiling panels.

H. Materials:

1. Cold-Rolled Steel Sheet: ASTM A1008/A1008M, CS (Commercial Steel), Type B; uncoated suitable for exposed applications.
2. Metallic-Coated Steel Sheet: ASTM A653/A653M, CS (Commercial Steel), Type B; with G60 (Z180) zinc (galvanized) or A60 (ZF180) zinc-iron-alloy (galvannealed) coating designation.
3. Steel Tubing: ASTM A513/A513M, Type B.

## 2.3 SOUND-ABSORPTIVE PADS

A. Plastic-Sheet-Wrapped, Mineral-Fiber Insulation: Pads consisting of nonrigid, vinyl chloride plastic sheet encapsulating unfaced mineral-fiber insulation.

1. Plastic Sheet: Not less than 0.003 inch (0.076 mm) thick; flat black.
2. Mineral Fiber: Glass fiber or fiber made from slag (mineral wool), complying with ASTM C553, Type I, II, or III.
3. Thickness: As required to meet NRC rating.
4. Mineral-Fiber Density: As required to meet NRC rating.
5. Surface-Burning Characteristics: As determined by testing identical products according to ASTM E84 by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

a. Flame-Spread Index: 25 or less.
b. Smoke-Developed Index: 50 or less.

## 2.4 FABRICATION

A. Panels: Form metal panels from sheet metals selected for their surface flatness, smoothness, and freedom from surface blemishes where exposed to view in finished unit. Do not use materials whose exposed surfaces exhibit pitting, seam marks, roller marks, or variations in flatness exceeding those permitted by referenced standards for stretcher-leveled metal sheet.

1. Security Planks: Factory fabricate double-configuration security planks and join top and bottom face sheets by continuous weld over entire length of panel edge joints.

## 2.5 GENERAL FINISH REQUIREMENTS

A. Comply with NAAMM/NOMMA 500 for recommendations for applying and designating finishes.

B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

C. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

## 2.6 METALLIC-COATED STEEL SHEET FINISHES

A. Surface Preparation: Clean surfaces of oil and other contaminants. Use cleaning methods that do not leave residue. After cleaning, apply a conversion coating compatible with the organic coating to be applied over it. Clean welds, mechanical connections, and abraded areas and apply galvanizing repair paint, complying with SSPC-Paint 20, to comply with ASTM A780/A780M.

B. Factory Prime Finish: After cleaning and pretreating, apply an air-dried primer compatible with the coating to be applied over it.

## 2.7 STEEL FINISHES

A. Surface Preparation: Remove mill scale and rust, if present, from uncoated steel, complying with SSPC-SP 5/NACE No. 1, "White Metal Blast Cleaning" or SSPC-SP 8, "Pickling."

B. Factory Prime Finish: After surface preparation and pretreatment, apply manufacturer's standard, fast-curing, lead- and chromate-free, universal primer.

## 2.8 SECURITY FASTENERS

A. Operable only by tools produced by fastener manufacturer or other licensed fabricator for use on specific type of fastener. Drive-system type, head style, material, and protective coating as required for assembly, installation, and strength, and as follows:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. Acument Global Technologies; Acument Intellectual Properties, LLC.
    b. Safety Socket LLC.
    c. Tamperproof Screw Co., Inc.
    d. Tamper-Pruf Screws.

2. Drive-System Type: Pinned Torx-Plus or Pinned Torx.
3. Fastener Strength: 120,000 psi (827 MPa).
4. Socket Button Head Fasteners:

    a. Heat-treated alloy steel, ASTM F835.
    b. Stainless steel, ASTM F879 (ASTM F879M), Group 1 CW.

5. Socket Flat Countersunk Head Fasteners:

    a. Heat-treated alloy steel, ASTM F835.
    b. Stainless steel, ASTM F879 (ASTM F879M), Group 1 CW.

6. Socket Head Cap Fasteners:

    a. Heat-treated alloy steel, ASTM A574.
    b. Stainless steel, ASTM F837 (ASTM F837M), Group 1 CW.

7. Protective Coatings for Heat-Treated Alloy Steel:

    a. Zinc and clear trivalent chromium where indicated.
    b. Zinc phosphate with oil, ASTM F1137, Grade I, or black oxide unless otherwise indicated.

## 2.9 ACCESSORIES

A. Concealed Bolts: ASTM A307, Grade A unless otherwise indicated.

B. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welding.

C. Attachment Devices: Size for five times the design load indicated in ASTM C635/C635M, Table 1, Direct Hung, unless otherwise indicated.

D. Expansion Anchors: Fabricated from corrosion-resistant materials, with allowable load or strength design capacities calculated according to ICC-ES AC193 and ACI 318 greater than or equal to the design load, as determined by testing per ASTM E488/E488M conducted by a qualified testing agency.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of security ceiling assemblies.

B. Examine roughing-in for embedded and built-in anchors to verify actual locations of security ceiling assembly connections before security ceiling assembly installation.

C. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of security ceiling assemblies.

D. Inspect built-in and cast-in anchor installations before installing security ceiling assemblies to verify that anchor installations comply with requirements. Prepare inspection reports.

1. Repair, or remove and replace, anchors where inspections indicate noncompliance with specified requirements. Reinspect after repair or replacement.
2. Perform additional inspections to determine compliance of replaced or additional work. Prepare inspection reports.

E. Verify locations and layouts of security ceiling assemblies with those indicated on reflected ceiling plans and coordination drawings.

F. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

A. Coordination: Furnish layouts for cast-in-place anchors, clips, and other security ceiling anchors whose installation is specified in other Sections.

1. Furnish cast-in-place anchors and similar devices to other trades for installation well in advance of time needed for coordinating other work.

B. Measure each security ceiling area and establish layout of security ceiling panels to balance border widths at opposite edges of each security ceiling. Avoid using less-than-half-width panels at borders and comply with layout shown on reflected ceiling plans and coordination drawings.

## 3.3 GENERAL INSTALLATION

A. Comply with CISCA's "Ceiling Systems Handbook" for installation of security ceiling assemblies.

B. Install perimeter supports around perimeter of security ceiling area.

1. Sealant: Apply security sealant in a continuous ribbon concealed on back of vertical legs of supports before they are installed.
2. Attach supports with anchor bolts or expansion anchors spaced not more than 12 inches (305 mm) o.c. and not more than 3 inches (76 mm) from ends. Miter corners accurately.

    a. Level perimeter supports with suspension system to a tolerance of 1/8 inch in 12 feet (3 mm in 3.7 m).

3. Do not use exposed fasteners, including pop rivets, on moldings and trim. If exposed fasteners are unavoidable, obtain prior written approval from Architect for their use and use security fasteners.

C. Install accessories where indicated and as required to comply with performance requirements.

D. Seismic Installation: Comply with seismic standard indicated, manufacturer's written instructions, and CISCA's "Ceiling Systems Handbook."

## 3.4 SECURITY-PLANK CEILING ASSEMBLY INSTALLATION

A. Install security planks with long edges continuously interlocked. Adjust security planks to final position before permanently fastening. Provide minimum 1-1/2-inch (38-mm) end bearing.

1. Attach adjacent security planks to each other with security fasteners spaced not more than 12 inches (305 mm) o.c. and not more than 6 inches (152 mm) from ends.
2. Continuously weld ends of security planks to perimeter supports. Remove exposed projecting burrs, edges, and rough spots resulting from welding operations by grinding smooth.
3. Attach ends of security planks to perimeter supports with security fasteners not more than 3 inches (76 mm) from edges of security plank. Fasten through exposed face of supports into security planks.
4. Provide intermediate carriers for ends of security planks that are not supported by perimeter supports. To attach security planks to intermediate carriers, use same method as that used for attaching security planks to perimeter supports.

    a. Support intermediate carriers from structure above by secondary support system spaced at 48 inches (1220 mm) o.c. and bolted to carriers.

B. Access Panels: Install each access panel only where indicated and within one security plank.

C. Provide steel angle reinforcement on each side of openings that exceed 12 inches (305 mm) in any direction.

## 3.5 FIELD QUALITY CONTROL

A. Inspect installed products to verify compliance with requirements. Prepare inspection reports and indicate compliance with and deviations from the Contract Documents.

B. Remove and replace security ceiling assemblies where inspections indicate that work does not comply with specified requirements.

C. Perform additional inspections to determine compliance of replaced or additional work. Prepare inspection reports.

D. Prepare field quality-control certification that states installed products and their installation comply with requirements in the Contract Documents.

## 3.6 CLEANING

A. Remove and replace work that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage, including dented and bent units.

B. Touchup Painting: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint.

C. Metallic-Coated Steel Surfaces: Clean field welds, bolted connections, and abraded areas and repair zinc or zinc-iron coating to comply with ASTM A780/A780M.

END OF SECTION 095753

# SECTION 096513 - RESILIENT BASE AND ACCESSORIES

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

A. Section Includes:

1. Thermoset-rubber base.
2. Rubber stair accessories.
3. Vinyl molding accessories.

### 1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples: For each exposed product and for each color and texture specified, not less than 12 inches (300 mm) long.

### 1.4 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Furnish not less than 10 linear feet (3 linear m) for every 500 linear feet (150 linear m) or fraction thereof, of each type, color, pattern, and size of resilient product installed.

### 1.5 DELIVERY, STORAGE, AND HANDLING

A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F (10 deg C) or more than 90 deg F (32 deg C).

1.6 FIELD CONDITIONS

A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F (21 deg C) or more than 95 deg F (35 deg C), in spaces to receive resilient products during the following periods:

1. 48 hours before installation.
2. During installation.
3. 48 hours after installation.

B. After installation and until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F (13 deg C) or more than 95 deg F (35 deg C).

C. Install resilient products after other finishing operations, including painting, have been completed.

PART 2 - PRODUCTS

2.1 THERMOSET-RUBBER BASE (RB-1)

A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:

1. Burke Mercer Flooring Products; a division of Burke Industries Inc.
2. Flexco.
3. Johnsonite; a Tarkett company.
4. Roppe Corporation, USA.

B. Product Standard: ASTM F1861, Type TS (rubber, vulcanized thermoset), Group I (solid, homogeneous). Style B, Cove.

C. Thickness: 0.125 inch (3.2 mm).

D. Height: As indicated on Drawings.

E. Lengths: Cut lengths 48 inches (1219 mm) long or coils in manufacturer's standard length.

F. Outside Corners: Job formed or preformed.

G. Inside Corners: Job formed or preformed.

H. Colors: As indicated on Drawings.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

1. Installation of resilient products indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.

B. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.

C. Do not install resilient products until materials are the same temperature as space where they are to be installed.

1. At least 48 hours in advance of installation, move resilient products and installation materials into spaces where they will be installed.

D. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient products.

3.3 RESILIENT BASE INSTALLATION

A. Comply with manufacturer's written instructions for installing resilient base.

B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.

C. Install resilient base in lengths as long as practical without gaps at seams and with tops of adjacent pieces aligned.

D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.

E. Do not stretch resilient base during installation.

F. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient base with manufacturer's recommended adhesive filler material.

G. Preformed Corners: Install preformed corners before installing straight pieces.

H. Job-Formed Corners:

1. Outside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 3 inches (76 mm) in length.

a. Form without producing discoloration (whitening) at bends.

2. Inside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 3 inches (76 mm) in length.

a. Miter corners to minimize open joints.

## 3.4 CLEANING AND PROTECTION

A. Comply with manufacturer's written instructions for cleaning and protecting resilient products.

B. Perform the following operations immediately after completing resilient-product installation:

1. Remove adhesive and other blemishes from surfaces.
2. Sweep and vacuum horizontal surfaces thoroughly.

C. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.

END OF SECTION 096513

# SECTION 123616 - METAL COUNTERTOPS

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

A. Section Includes:

1. Stainless-steel countertops.

### 1.3 COORDINATION

A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to support loads imposed by installed and fully loaded wall-mounted shelves.

### 1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For metal fabrications.

1. Include plans, sections, details, and attachments to other work. Detail fabrication and installation, including field joints.
2. For countertops, show locations and sizes of cutouts and holes for items installed in metal countertops.
3. For wall-mounted shelves, indicate requirements for blocking or reinforcements in supporting construction.

### 1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver products only after casework and supports on which they will be installed has been completed in installation areas.

B. Keep finished surfaces of products covered with polyethylene film or other protective covering during handling and installation.

1.6 FIELD CONDITIONS

A. Field Measurements: Where products are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

B. Established Dimensions: Where products are indicated to fit to other construction, establish dimensions for areas where products are to fit. Provide allowance for trimming at site, and coordinate construction to ensure that actual dimensions correspond to established dimensions.

PART 2 - PRODUCTS

2.1 STAINLESS-STEEL FABRICATIONS

A. Countertops: Fabricate from 0.062-inch- (1.59-mm-) thick, stainless-steel sheet. Provide smooth, clean exposed tops and edges in uniform plane, free of defects. Provide front and end overhang of 1 inch (25 mm) over the base cabinets.

1. Joints: Fabricate countertops **without field-made joints**
2. Sound deaden the undersurface with heavy-build mastic coating.
3. Extend the top down to provide a 1-inch- (25-mm-) thick edge with a 1/2-inch (12.7-mm) return flange.
4. Form the backsplash coved to and integral with top surface, with a 1/2-inch- (12.7-mm-) thick top edge and 1/2-inch (12.7-mm) return flange.
5. Provide raised (marine) edge around perimeter of tops containing sinks; pitch tops containing sinks two ways to provide drainage without channeling or grooving.

2.2 MATERIALS

A. Stainless-Steel Sheet: ASTM A240/A240M, **Type 304**.

B. Sealant for Countertops: Manufacturer's standard sealant that complies with applicable requirements in Section 079200 "Joint Sealants" and the following:

1. Joint Sealant: **Single component, nonsag, neutral curing, silicone; Class 25**.
2. Color: **Clear**.

2.3 STAINLESS-STEEL FINISH

A. Grind and polish surfaces to produce uniform, directional satin finish matching No. 4 finish, with no evidence of welds and free of cross scratches. Run grain with long dimension of each piece. When polishing is completed, passivate and rinse surfaces. Remove embedded foreign matter and leave surfaces clean.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

A. Examine areas, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of products.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

A. Install metal countertops level, plumb, and true; shim as required, using concealed shims.

B. Field Jointing: Where possible, make field jointing in the same manner as shop jointing; use fasteners recommended by manufacturer. Prepare edges to be joined in shop so Project-site processing of top and edge surfaces is not required. Locate field joints where shown on Shop Drawings.

C. Secure countertops to cabinets with Z- or L-type fasteners or equivalent; use two or more fasteners at each front, end, and back.

D. Abut top and edge surfaces in one true plane, with internal supports placed to prevent deflection.

E. Seal junctures of countertops, splashes, and walls with sealant for countertops.

### 3.3 CLEANING AND PROTECTION

A. Repair or remove and replace defective work as directed on completion of installation.

B. Clean finished surfaces. Remove and replace damaged products or touch up and refinish damaged areas to match original factory finish, as approved by Architect.

C. Protection: Provide 6-mil (0.15-mm) plastic or other suitable water-resistant covering over countertop surfaces. Tape to underside of countertop at a minimum of 48 inches (1220 mm) o.c. Remove protection at Substantial Completion.

END OF SECTION 123616

# SECTION 135000 - METAL DETENTION WALL PANEL ASSEMBLIES

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

A. Section Includes:

1. **Grout filled** Metal Detention Wall Panel assemblies.

B. Related Requirements:

1. Section 013513.16 “Special Project Procedures for Detention Facilities.”
2. Section 079200 “Joint Sealants”
3. Section 083463 “Detention Doors and Frames.”
4. Section 095753 “Security Ceiling Assemblies.”
5. Division 26 Sections for Electrical items.
6. Division 28 Sections for Electronic Safety and Security items.

### 1.3 DEFINITIONS

A. Minimum-Thickness Steel: Indicated as the specified minimum thicknesses for base metal without coatings, according to NAAMM-HMMA 803.

B. Nominal-Thickness Stainless Steel: Indicated as the specified thicknesses for which over- and under-thickness tolerances apply, according to ASTM A 480/A 480M.

### 1.4 COORDINATION

A. Detention Specialist: Coordinate with Section 013513.16 "Special Project Procedures for Detention Facilities" for requirements of this Section that are to be performed by a Detention Specialist or other entity.

B. Coordinate sizes and locations of concrete foundations and casting of anchor-rod inserts into foundation walls and footings. Anchor rod installation, concrete, reinforcement, and formwork requirements are specified in Section 033000 "Cast-in-Place Concrete."

C. Furnish loose connection hardware and anchorage items to be embedded in or attached to other construction before starting that Work. Provide locations, setting diagrams, templates, instructions, and directions, as required, for installation.

D. Coordinate metal panel assemblies with construction of supports and other adjoining work to provide a secure installation.

## 1.5 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Review methods and procedures related to metal detention wall panel assemblies including, but not limited to, the following:

    a. Condition of foundations and other preparatory work performed by other trades.
    b. Structural load limitations.
    c. Construction schedule. Verify availability of materials and erector's personnel, equipment, and facilities needed to make progress and avoid delays.
    d. Required tests, inspections, and certifications.

2. Review methods and procedures related to metal detention wall panel assemblies including, but not limited to, the following:

    a. Compliance with requirements for support conditions, including alignment between and attachment to adjacent construction.
    b. Structural limitations during and after wall panel installation.
    c. Wall penetrations, openings, and condition of other construction that will affect metal detention wall panels.
    d. Temporary protection requirements for metal detention wall panel assembly during and after installation.

## 1.6 ACTION SUBMITTALS

A. Product Data: For each type of metal detention wall panel assembly component. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.

B. Shop Drawings: Indicate components by others. Detail fabrication and installation of metal detention wall panel assemblies to include the following:

1. Connection detail information shown on the drawings for typical conditions is minimum. The fabricator shall design connections for the loads imposed on them and submit connection design calculations and details for approval. For connection details not shown, the fabricator shall use the guidelines set forth for the typical conditions and develop details and designs and submit for approval.
2. Include plans, elevations, dimensions and sections. Show layouts of panels including methods of support. Include details of edge conditions, joints, panel profiles, corners,

anchorages, trim, flashings, closures, and special details. Distinguish between factory- and field-assembled work; show locations of exposed fasteners.

a. Show wall-mounted items including doors, windows, louvers, and lighting fixtures.

3. Detail fabrication and installation of metal detention wall panel assemblies, including connections to adjoining construction.
4. Indicate type, size, and length of welded connections by AWS standard symbols.
5. Indicate locations, tolerances, and details of anchorage devices to be embedded in or attached to structure or other construction.
6. Include and locate openings larger than 10 inches (250 mm).
7. Indicate relationship of metal detention wall panel assemblies to adjacent materials.
8. Wiring Diagrams: Detail power and control wiring. Differentiate between manufacturer-installed and field-installed wiring. Include the following:

   a. System schematic.
   b. Point-to-point diagram including location of connections.

9. If design modifications are proposed to meet performance requirements and field conditions, submit design calculations and Shop Drawings. Do not adversely affect the appearance, durability, or strength of units when modifying details or materials and maintain the general design concept.

## 1.7 INFORMATIONAL SUBMITTALS

A. Qualification Data: For installer and manufacturer.

B. Welding certificates.

C. Material Test Reports: For each of the following products:

1. Shop primers.
2. Nonshrink grout.

## 1.8 QUALITY ASSURANCE

A. Manufacturer Qualifications: Firm experienced in manufacturing modular metal detention wall panel assemblies that are similar to those indicated for this project and that have a record of successful in-service performance.

1. Metal detention wall panel assembly manufacturer shall be responsible for the following:

   a. Design and location of all reinforcement and anchorage for the metal detention wall panel assemblies. In addition to the reinforcement required to control warpage and shrinkage, units shall be designed to carry the installation and superimposed loads, as indicated.

b. Metal detention wall panel assembly components shall be designed individually and as a system to support the required design loads as outlined in the Construction Documents, as well as loads imposed on the components and system during construction.
c. Proper finishing of all exposed surfaces for application of finish coats.

B. Codes and Standards:

1. Materials and installation, as a minimum, shall conform with the applicable codes and ordinances for the project location.
2. Electrical equipment where applicable shall be Underwriters Laboratories, Inc. listed or labeled; and shall conform to National Electrical Manufacturers Association (NEMA) standards with NFPA 70 as a minimum.

C. Installer Qualifications: An experienced installer who specializes in erecting and installing work similar in material, design, and extent to that indicated for this Project and who is acceptable to manufacturer.

1. Superintendent for installation must be approved by manufacturer and be on site at all times during installation of system.

D. Welding Qualifications: Qualify procedures and personnel according to the following:

1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."
2. AWS D1.3/D1.3M, "Structural Welding Code - Sheet Steel."
3. AWS D1.6/D1.6M, "Structural Welding Code - Stainless Steel."

## 1.9 DELIVERY, STORAGE, AND HANDLING

A. Deliver components, panels, and other manufactured items so as not to be damaged or deformed. Package components for protection during transportation and handling.

B. Unload, store, and erect components in a manner to prevent bending, warping, twisting, and surface damage.

C. Inspect all components upon delivery for damage. Damages may be repaired, provided the finish items are equal in all respects to new work and acceptable to the Architect-Engineer; otherwise, remove and replace damaged items as directed.

D. Store all components at the building site under cover. Do not store any materials directly on the ground or concrete. Provide adequate ventilation and protection to insure materials are kept dry, clean and secure. Store all materials in the manner and order as prescribed by the manufacturer. Do not store metal panels in contact with other materials that might cause staining, denting, or other surface damage.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Subject to compliance with requirements, Available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Trussbilt, New Brighton, MN
2. Cornerstone Detention Products, Madison, AL
3. Habersham Metal Products Company.

2.2 SYSTEM DESCRIPTION

A. Provide a complete, integrated set of mutually dependent components and assemblies that form a metal detention wall panel assembly capable of withstanding structural and other loads without failure.

1. Delegated Design: Engage a qualified professional engineer, as defined in
2. Section 014000 "Quality Requirements," to design modular metal detention wall panel
3. assemblies, including attachment to building construction.

B. Work Included: Fabrication, furnishing, finishing and jobsite erection with all connections required for complete and secure installation of metal detention wall panel assemblies for use as cells, showers, storage or other uses as indicated on Drawings.

1. Metal detention wall panel assemblies to be furnished with the following items as required for cell configurations indicated:

a. Walls as indicated..
b. Prime painted walls and ceiling.
c. Block-outs as required for fire-suppression piping and sprinkler heads.
d. Built-in backboxes, pull boxes, junction boxes and conduit as indicated for Door hardware, Electrical, Communication and Electronic Safety and Security items indicated on drawings.
e. Other items as indicated on drawings.

2. Products furnished by others and installed as part of the Work include, but is not limited to the following:

a. Detention doors and frames. The work of this Metal Detention Wall Panel Modules Section shall include installing detention door frames and window frames, plumb and true. The installation of the cell doors shall be the responsibility of the Detention Equipment Subcontractor (DES).
b. Access doors and frames or Security access doors and frames as indicated.
c. Detention Furniture as indicated.

3. Work furnished and installed by others include, but is not limited to the following:

a. Security Ceiling Assemblies.
b. Light fixtures as indicated on Drawings.
c. Finish painting as specified.
d. HVAC diffusers and grilles as indicated.

## 2.3 PERFORMANCE REQUIREMENTS

A. Structural Performance: Metal detention wall panel assemblies shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated.

1. Design Loads: As indicated on Drawings.

B. Seismic Performance: Metal detention wall panel assemblies shall withstand the effects of earthquake motions determined according to **ASCE/SEI 7**.

C. Fire-Resistance Ratings: Where assemblies are indicated to have a fire-resistance rating, provide assemblies tested for fire resistance per ASTM E 119 or ASTM E 108 by a qualified testing agency.

D. Security Performance:

1. Wall Assembly Impact Test: Security Grade 1 per ASTM F 2322.

a. Test Sample: Nominal 8-foot square wall panel assembly constructed as specified, mounted in rigid test frame.
b. Wall Delamination Test

1) Test Sample: 4’ x 4’ (100 mm x 100 mm) constructed in accordance with specification. No end closing pieces are to be used in this test.
2) Apparatus: Using a steel I beam table capable of withstanding a load of 10,000 pounds with no deflection, fix to the tabletop a steel I-beam enclosure to accommodate the sample.
3) Procedure: Mount the sample in the test fixture and weld the bottom face sheet at its center to the I-beam tabletop. Weld a 3” x 3” (75 mmx 75 mm) .250” (6 mm) thick steel plate centered on the top face sheet. Center on the 3” x 3” (75 mmx 75 mm) .250” (6 mm) thick steel plate and eyelet. Using a hydraulic porta-power and a calibrated load cell to measure pounds force pull on the eyelet in an upward direction. Use a dial indicator to measure the deflection at the center of the sample.
4) Pass/Fail Criteria: Apply 3000 pound load and measure the deflection. The maximum deflection allowable is 0.125” (3 mm).
5) Cell Furnishing Static Load Test
6) Test Sample: Erect a wall or use the same wall as specified under the Wall Impact Test.
7) Apparatus: Attach the inmate desk by welding to the wall panel system.
8) Procedure: Apply a load to the outer edge of the desk using a hydraulic porta-power and a load cell to measure pounds force. Apply 1,500 pounds (680 kg).

9) Pass/Fail Criteria: No permanent visible disfigurement is allowed to the wall panel system.

E. Acoustical Performance:

1. Acoustical Test

a. Test Sample: Erect a wall or use same wall as specified under Wall Impact Test.

2. Conduct these tests in accordance to: ASTM E 90-97 Standard Test Classification for Determination of Sound Transmission Class. (Minimum STC class rating of 45-49), and ASTM E 1332-94 Standard Test Classification for Determination of Outdoor-Indoor Transmission Class. (Minimum OITC class rating is 41).

## 2.4 METAL DETENTION WALL PANEL ASSEMBLIES

A. General: Provide flush-design wall panels of seamless hollow construction, 2 inches (51 mm) thick unless otherwise indicated. Construct wall panels with smooth, flush surfaces.

1. 1-hour fire-rated panels shall be minimum 2 5/8 inches (67 mm).
2. 2-hour fire-rated panels shall be minimum 2 3/4 inches (70 mm).

B. Products: Subject to compliance with requirements, provide the Basis-of-Design product indicated or a comparable product.

1. Metal Detention Wall Panel Assemblies, Basis-of-Design: Trussbilt; Trusswall Steel Security Wall System.

C. Core Construction: Provide one of the following core construction of same material as wall panel face sheets, welded to both wall panel faces:

1. Steel-Stiffened Core: 0.042-inch- (1.0-mm-) thick, steel vertical stiffeners extending full-panel height, with vertical webs spaced not more than 4 inches (102 mm) apart, spot welded to face sheets a maximum of 3 inches (76 mm) o.c.
2. Truss-Stiffened Core: 0.013-inch- (0.3-mm-) thick, steel, truncated triangular stiffeners extending between face sheets and for full height and width of panel; with stiffeners welded to face sheets not more than 3 inches (76 mm) o.c. vertically and 2-3/4 inches (70 mm) horizontally.
3. Fire-Rated Wall Panels: As required to provide fire-resistance or fire-protection ratings indicated.

D. Vertical Edges: Manufacturer’s standard ship-lap edge fabrication of same material as wall panel face sheets, extending full-panel height at each vertical edge.

E. Hardware Enclosures: Provide enclosures, backboxes, pull boxes, and junction boxes as indicated for Electrical, Communication and Electronic Safety and Security items indicated on drawings.

1. Access Plates: Where indicated for wiring installation, provide access plates to junction boxes, fabricated from same material and thickness as face sheet and fastened with at least four security fasteners spaced not more than 6 inches (152 mm) o.c.

F. Wall panel face sheets, mounting angles, plates and cover plates: Fabricated from 0.093-inch-(2.3-mm-) minimum-thickness, metallic-coated cold-rolled steel.

1. Provide 0.109-inch (2.8-mm) nominal-thickness stainless steel Type 304 at locations indicated where panels are to remain without finish paint or special coating.

G. Floor mounting channels: Formed from 0.123-inch (3.1 mm) minimum thickness, stainless steel, type 409 meeting ASTM A666.

1. Provide stainless steel Type 304 at locations indicated where panels are to remain without finish paint or special coating

H. Grout fill: Non-shrink, non-metallic grout with 2,500-PSI (17.25 Mpa) minimum compressive strength.

## 2.5 ACCESSORIES

A. General: Provide accessories as standard with metal detention wall panel assembly manufacturer and as specified. Fabricate and finish accessories at the factory to greatest extent possible, by manufacturer's standard procedures and processes. Comply with indicated profiles and with dimensional and structural requirements.

1. Form exposed sheet metal accessories that are without excessive oil-canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.

B. Built-in backboxes, pull boxes, junction boxes and conduit as indicated for Door hardware, Electrical, Communication and Electronic Safety and Security items indicated on drawings..

## 2.6 MATERIALS

A. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, CS (Commercial Steel), Type B; with G60 (Z180) zinc (galvanized) or A60 (ZF180) zinc-iron-alloy (galvannealed) coating designation.

B. Stainless-Steel Sheet: ASTM A 240/A 240M, austenitic stainless steel, Type 304 or 409.

C. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.

D. Concealed Bolts: ASTM A 307, Grade A unless otherwise indicated.

E. Embedded Anchors: Fabricated from mild steel shapes and plates, hot-dip galvanized according to ASTM A 153/A 153M.

F. Post-Installed Anchors: Torque-controlled expansion anchors.

1. Material for Interior Locations: Carbon-steel components zinc plated to comply with ASTM B 633 or ASTM F 1941/F 1941M, Class Fe/Zn 5, unless otherwise indicated.
2. Material Where Stainless Steel Is Indicated: Alloy Group 1 (A1) stainless-steel bolts, ASTM F 593, and nuts, ASTM F 594 (ASTM F 836M).

G. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.

H. Grout: Comply with ASTM C 476, with a slump of not more than 4 inches (102 mm) as measured according to ASTM C 143/C 143M.

I. Epoxy Filler: Bondo or other substitution acceptable to the Architect.

J. Electrical Conduit:

1. Raceways: Circular raceways shall be 3/4” diameter U.L. approved rigid steel conduit, intermediate metal conduit (IMC) or electrical metallic tubing (EMT), galvanized inside and outside.
2. Raceway Fittings: Fittings and couplings for conduit shall be galvanized or cadmium plated compatible with conduit materials. Fittings for rigid conduit and IMC shall be threaded.

## 2.7 METAL DETENTION WALL PANEL FABRICATION

A. Fabricate metal detention wall panel assemblies rigid, neat in appearance, and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for metal thickness. Weld exposed joints continuously; grind, fill, dress, and make smooth, flush, and invisible. Where practical, fit and assemble units in manufacturer's plant. To ensure proper assembly at Project site, clearly identify work that cannot be permanently factory assembled before shipment.

B. Tolerances: Fabricate metal detention wall panels to comply with manufacturing tolerances indicated in NAAMM-HMMA 863.

C. Factory cut openings in metal detention wall panels for door frames, window frames HVAC openings and other openings indicated.

1. Provide cutouts reinforced with steel moldings, not less than 0.093-inch (2.3 mm) thick to secure access door frames, and air venting grills in accordance with sizes shown on the contract drawings.

a. At manufacturer’s option, panels may be punched with 3/16 inch (5 mm) holes at 9/32 inch (8.5 mm) o.c. staggered for vents.

D. Provide factory punched or cut openings in metal detention wall panels for plumbing piping and sprinkler piping indicated.

E. Weld components to comply with referenced AWS standard. Weld before finishing components to greatest extent possible. Remove weld spatter and welding oxides from exposed surfaces by descaling or grinding.

F. Factory **Grout** fill metal detention wall panels.

G. Finish: After metal detention wall panel fabrication, all tool marks shall be filled and sanded as required to make face sheets, vertical edges and weld joints free from irregularities with the exception of minor spot welding marks. Wholesale grinding or pressure sanding of the panel surface with resulting removal of zinc coating, shall not be permitted. Unless indicated to remain as unfinished type 304 Stainless steel, after appropriate metal preparation, all exposed surfaces of panels shall receive a rust inhibitive primer which meets or exceeds ASTM B117 Salt Spray for 150 hours with a rust grade of not less than 6 as defined in ASTM D610 and ASTM D1735 Water Fog Test, for organic coatings for 200 hours with any quantity of #8 blisters, but no more than “few” #6 blisters as illustrated in ASTM D714.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Proceed with erection only after unsatisfactory conditions have been corrected.

### 3.2 ERECTION

A. Erect metal detention wall panel module assemblies according to manufacturer's written instructions and drawings.

B. Set components accurately in locations and to elevations indicated.

C. Erection Tolerances: Install modular metal detention wall panel assemblies level, plumb, square, and true, without exceeding the tolerances and as indicated:

1. Plan Location From Building Grid Datum $\pm$1/4 inch ($\pm$ 6 mm).
2. Top Elevation From Nominal Elevation: $\pm$1/4 inch ($\pm$ 6 mm).
3. Support Elevation From Nominal Elevation:

    a. Maximum Low: 1/4 inch (6 mm).
    b. Maximum High: 1/4 inch (6 mm).

4. Plumb in Any 10’ of Element Height: 1/4 inch (6 mm) maximum.
5. Maximum Jog in Alignment of Matching Edges: 1/8 inch (3 mm).
6. Differential Bowing or Camber, as Erected Between Adjacent Members of the Same Design: 1/4 inch (6 mm) maximum.

D. Place floor mounting channels on floor slab **and wall channels on wall**. Anchor according to approved shop drawings.

E. Fit panels into floor **and wall** channels. Weld to channel and adjacent panels per manufacturer's instructions.

1. Provide 2-inch (50 mm) long fillet welds at locations per approved shop drawings.
2. Welds to be smooth with weld spatter and flue removed.

F. Install door frames, window frames, access door frames, HVAC diffusers/grilles and similar components into panel system and attach by welding.

G. Fill panels with grout as specified prior to ceiling/floor installation.

H. Fill vertical and horizontal joints and seams in metal panels with rigid security caulk.

I. After installation of all accessories and fixtures, leave surfaces ready for painting and coatings as specified in Division 09 Sections. Touch up primed surfaces as necessary.

## 3.3 CLEANING AND PROTECTION

A. Repair or replace damaged panels, which do not meet specifications.

1. Repairs shall be approved by Architect/Engineer.
2. Damaged panels, which can't be repaired, are to be removed and replaced with new panels.

B. Repair damaged galvanized coatings on galvanized items with galvanized repair paint according to ASTM A 780/A 780M and manufacturer's written instructions.

C. Touchup Painting: After erection, promptly clean, prepare, and prime or reprime field connections, rust spots, and abraded surfaces of prime-painted components and accessories.

D. In Progress Cleaning: Clean panels after erection and grouting procedures by removing excess grout and other rubbish.

E. Final Cleaning: After all work is complete, clean all surfaces, recaulk and repaint as required for acceptance by Architect/Engineer.

END OF SECTION 135000

# SECTION 210500 - COMMON WORK RESULTS FOR FIRE SUPPRESSION

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

A. This Section includes the following:

1. Piping materials and installation instructions common to most piping systems.
2. Mechanical sleeve seals.
3. Sleeves.
4. Escutcheons.
5. Grout.
6. Fire-suppression equipment and piping demolition.
7. Equipment installation requirements common to equipment sections.
8. Painting and finishing.
9. Concrete bases.
10. Supports and anchorages.

### 1.3 DEFINITIONS

A. Finished Spaces: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe chases, unheated spaces immediately below roof, spaces above ceilings, unexcavated spaces, crawlspaces, and tunnels.

B. Exposed, Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and mechanical equipment rooms.

C. Exposed, Exterior Installations: Exposed to view outdoors or subject to outdoor ambient temperatures and weather conditions. Examples include rooftop locations.

D. Concealed, Interior Installations: Concealed from view and protected from physical contact by building occupants. Examples include above ceilings and in chases.

E. Concealed, Exterior Installations: Concealed from view and protected from weather conditions and physical contact by building occupants but subject to outdoor ambient temperatures. Examples include installations within unheated shelters.

F. The following are industry abbreviations for plastic materials:

1. CPVC: Chlorinated polyvinyl chloride plastic.

G. The following are industry abbreviations for rubber materials:

1. EPDM: Ethylene-propylene-diene terpolymer rubber.
2. NBR: Acrylonitrile-butadiene rubber.

## 1.4 SUBMITTALS

A. Product Data: For the following:

1. Mechanical sleeve seals.
2. Escutcheons.

B. Welding certificates.

## 1.5 QUALITY ASSURANCE

A. Steel Support Welding: Qualify processes and operators according to AWS D1.1, "Structural Welding Code--Steel."

B. Steel Pipe Welding: Qualify processes and operators according to ASME Boiler and Pressure Vessel Code: Section IX, "Welding and Brazing Qualifications."

1. Comply with provisions in ASME B31 Series, "Code for Pressure Piping."
2. Certify that each welder has passed AWS qualification tests for welding processes involved and that certification is current.

C. Electrical Characteristics for Fire-Suppression Equipment: Equipment of higher electrical characteristics may be furnished provided such proposed equipment is approved in writing and connecting electrical services, circuit breakers, and conduit sizes are appropriately modified. If minimum energy ratings or efficiencies are specified, equipment shall comply with requirements.

## 1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver pipes and tubes with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe end damage and to prevent entrance of dirt, debris, and moisture.

B. Store plastic pipes protected from direct sunlight. Support to prevent sagging and bending.

## 1.7 COORDINATION

A. Arrange for pipe spaces, chases, slots, and openings in building structure during progress of construction, to allow for fire-suppression installations.

B. Coordinate installation of required supporting devices and set sleeves in poured-in-place concrete and other structural components as they are constructed.

C. Coordinate requirements for access panels and doors for fire-suppression items requiring access that are concealed behind finished surfaces. Access panels and doors are specified in Division 08 Section "Access Doors and Frames."

D. Main central corridor H110 shall have only the sprinkler piping that directly serves the corridor. Main piping shall not be exposed in this corridor.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

A. In other Part 2 articles where subparagraph titles below introduce lists, the following requirements apply for product selection:

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the manufacturers specified.

### 2.2 PIPE, TUBE, AND FITTINGS

A. Refer to individual Division 21 piping Sections for pipe, tube, and fitting materials and joining methods.

B. Pipe Threads: ASME B1.20.1 for factory-threaded pipe and pipe fittings.

### 2.3 JOINING MATERIALS

A. Refer to individual Division 21 piping Sections for special joining materials not listed below.

B. Pipe-Flange Gasket Materials: Suitable for chemical and thermal conditions of piping system contents.

1. ASME B16.21, nonmetallic, flat, asbestos-free, 1/8-inch (3.2-mm) maximum thickness unless thickness or specific material is indicated.

a. Full-Face Type: For flat-face, Class 125, cast-iron and cast-bronze flanges.
b. Narrow-Face Type: For raised-face, Class 250, cast-iron and steel flanges.

2. AWWA C110, rubber, flat face, 1/8 inch (3.2 mm) thick, unless otherwise indicated; and full-face or ring type, unless otherwise indicated.

C. Flange Bolts and Nuts: ASME B18.2.1, carbon steel, unless otherwise indicated.

D. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer, unless otherwise indicated.

E. Solder Filler Metals: ASTM B 32, lead-free alloys. Include water-flushable flux according to ASTM B 813.

F. Brazing Filler Metals: AWS A5.8, BCuP Series, copper-phosphorus alloys for general-duty brazing, unless otherwise indicated; and AWS A5.8, BAg1, silver alloy for refrigerant piping, unless otherwise indicated.

G. Welding Filler Metals: Comply with AWS D10.12 for welding materials appropriate for wall thickness and chemical analysis of steel pipe being welded.

H. Solvent Cements for Joining CPVC Plastic Piping: ASTM F 493.

## 2.4 SLEEVES

A. Galvanized-Steel Sheet: 0.0239-inch (0.6-mm) minimum thickness; round tube closed with welded longitudinal joint.

B. Steel Pipe: ASTM A 53, Type E, Grade B, Schedule 40, galvanized, plain ends.

C. Cast Iron: Cast or fabricated "wall pipe" equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.

1. Underdeck Clamp: Clamping ring with set screws.

D. Molded PVC: Permanent, with nailing flange for attaching to wooden forms.

E. PVC Pipe: ASTM D 1785, Schedule 40.

## 2.5 ESCUTCHEONS

A. Description: Manufactured wall and ceiling escutcheons and floor plates, with an ID to closely fit around pipe, tube, and insulation of insulated piping and an OD that completely covers opening.

B. One-Piece, Deep-Pattern Type: Deep-drawn, box-shaped brass with polished chrome-plated finish.

C. One-Piece, Cast-Brass Type: With set screw.

1. Finish: Polished chrome-plated.

D. One-Piece, Stamped-Steel Type: With set screw or spring clips and chrome-plated finish.

E. One-Piece, Floor-Plate Type: Cast-iron floor plate.

2.6 GROUT

A. Description: ASTM C 1107, Grade B, nonshrink and nonmetallic, dry hydraulic-cement grout.

1. Characteristics: Post-hardening, volume-adjusting, nonstaining, noncorrosive, nongaseous, and recommended for interior and exterior applications.
2. Design Mix: 5000-psi (34.5-MPa), 28-day compressive strength.
3. Packaging: Premixed and factory packaged.

PART 3 - EXECUTION

3.1 PIPING SYSTEMS - COMMON REQUIREMENTS

A. Install piping according to the following requirements and Division 21 Sections specifying piping systems.

B. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.

C. Install piping in concealed locations, unless otherwise indicated and except in equipment rooms and service areas.

D. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.

E. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.

F. Install piping to permit valve servicing.

G. Install piping at indicated slopes.

H. Install piping free of sags and bends.

I. Install fittings for changes in direction and branch connections.

J. Install piping to allow application of insulation.

K. Select system components with pressure rating equal to or greater than system operating pressure.

L. Install escutcheons for penetrations of walls, ceilings, and floors according to the following:

1. New Piping:

a. Piping with Fitting or Sleeve Protruding from Wall: One-piece, deep-pattern type.

b. Chrome-Plated Piping: One-piece, cast-brass type with polished chrome-plated finish.
c. Insulated Piping: One-piece, stamped-steel type with spring clips.
d. Bare Piping at Wall and Floor Penetrations in Finished Spaces: One-piece, cast-brass type with polished chrome-plated finish.
e. Bare Piping at Ceiling Penetrations in Finished Spaces: One-piece, cast-brass type with polished chrome-plated finish.
f. Bare Piping in Unfinished Service Spaces: One-piece, cast-brass type with polished chrome-plated finish.
g. Bare Piping in Equipment Rooms: One-piece, stamped-steel type with set screw or spring clips.
h. Bare Piping at Floor Penetrations in Equipment Rooms: One-piece, floor-plate type.

M. Sleeves are not required for core-drilled holes.

N. Permanent sleeves are not required for holes formed by removable PE sleeves.

O. Install sleeves for pipes passing through concrete and masonry walls and concrete floor and roof slabs.

1. Cut sleeves to length for mounting flush with both surfaces.

a. Exception: Extend sleeves installed in floors of mechanical equipment areas or other wet areas 2 inches (50 mm) above finished floor level. Extend cast-iron sleeve fittings below floor slab as required to secure clamping ring if ring is specified.

2. Install sleeves in new walls and slabs as new walls and slabs are constructed.
3. Install sleeves that are large enough to provide 1/4-inch (6.4-mm) annular clear space between sleeve and pipe or pipe insulation. Use the following sleeve materials:

a. PVC Pipe Sleeves: For pipes smaller than NPS 6 (DN 150).
b. Steel Sheet Sleeves: For pipes NPS 6 (DN 150) and larger, penetrating gypsum-board partitions.
c. Stack Sleeve Fittings: For pipes penetrating floors with membrane waterproofing. Secure flashing between clamping flanges. Install section of cast-iron soil pipe to extend sleeve to 2 inches (50 mm) above finished floor level. Refer to Division 07 Section "Flashing and Sheet Metal" for flashing.

1) Seal space outside of sleeve fittings with grout.

4. Except for underground wall penetrations, seal annular space between sleeve and pipe or pipe insulation, using joint sealants appropriate for size, depth, and location of joint. Refer to Division 07 Section "Joint Sealants" for materials and installation.

P. Aboveground, Exterior-Wall Pipe Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.

1. Install steel pipe for sleeves smaller than 6 inches (150 mm) in diameter.
2. Install cast-iron "wall pipes" for sleeves 6 inches (150 mm) and larger in diameter.
3. Mechanical Sleeve Seal Installation: Select type and number of sealing elements required for pipe material and size. Position pipe in center of sleeve. Assemble mechanical sleeve seals and install in annular space between pipe and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

Q. Underground, Exterior-Wall Pipe Penetrations: Install cast-iron "wall pipes" for sleeves. Seal pipe penetrations using mechanical sleeve seals. Select sleeve size to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.

1. Mechanical Sleeve Seal Installation: Select type and number of sealing elements required for pipe material and size. Position pipe in center of sleeve. Assemble mechanical sleeve seals and install in annular space between pipe and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

R. Fire-Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with firestop materials. Refer to Division 07 Section "Penetration Firestopping" for materials.

S. Verify final equipment locations for roughing-in.

T. Refer to equipment specifications in other Sections of these Specifications for roughing-in requirements.

## 3.2 PIPING JOINT CONSTRUCTION

A. Join pipe and fittings according to the following requirements and Division 21 Sections specifying piping systems.

B. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.

C. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.

D. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:

1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.

E. Welded Joints: Construct joints according to AWS D10.12, using qualified processes and welding operators according to Part 1 "Quality Assurance" Article.

F. Flanged Joints: Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.

G. Plastic Pressure Piping Gasketed Joints: Join according to ASTM D 3139.

## 3.3 PAINTING

A. Painting of fire-suppression systems, equipment, and components is specified in Division 09 Sections "Interior Painting" and "Exterior Painting."

B. Damage and Touchup: Repair marred and damaged factory-painted finishes with materials and procedures to match original factory finish.

## 3.4 ERECTION OF METAL SUPPORTS AND ANCHORAGES

A. Refer to Division 05 Section "Metal Fabrications" for structural steel.

B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor fire-suppression materials and equipment.

C. Field Welding: Comply with AWS D1.1.

## 3.5 ERECTION OF WOOD SUPPORTS AND ANCHORAGES

A. Cut, fit, and place wood grounds, nailers, blocking, and anchorages to support, and anchor fire-suppression materials and equipment.

B. Select fastener sizes that will not penetrate members if opposite side will be exposed to view or will receive finish materials. Tighten connections between members. Install fasteners without splitting wood members.

C. Attach to substrates as required to support applied loads.

## 3.6 GROUTING

A. Mix and install grout for fire-suppression equipment base bearing surfaces, pump and other equipment base plates, and anchors.

B. Clean surfaces that will come into contact with grout.

C. Provide forms as required for placement of grout.

D. Avoid air entrapment during placement of grout.

E. Place grout, completely filling equipment bases.

F. Place grout on concrete bases and provide smooth bearing surface for equipment.

G. Place grout around anchors.

H. Cure placed grout.

END OF SECTION 210500

# SECTION 211313 - WET-PIPE SPRINKLER SYSTEMS

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Division 1 Specification Sections, apply to this Section.

### 1.2 SUMMARY

A. This Section specifies wet-pipe sprinkler systems for buildings and structures.

### 1.3 DEFINITIONS

A. Working plans as used in this Section refer to documents (including drawings and calculations) prepared pursuant to requirements in NFPA 13, 2012, NFPA 14, 2012 and NFPA 24, 2012 and local amendments where applicable and the local fire marshal for obtaining approval of authority having jurisdiction.

B. Other definitions for fire protection systems are included in referenced NFPA, 2012 standards.

### 1.4 SYSTEM DESCRIPTION

A. Wet-Pipe Sprinkler System: System with automatic sprinklers attached to piping system containing water and connected to water supply so that water discharges immediately from sprinklers when they are opened by fire.

B. Sprinkler System Protection Limits: All spaces within areas indicated. Include closets, toilet and locker room areas, each landing of each stair, and special applications areas.

1. Exception: Areas with other fire extinguishing systems and areas indicated to be without sprinkler protection.
2. Exception: Light-hazard occupancy, dwelling unit bathrooms 55 sq. ft. and less and closets 24 sq. ft. and less, that also complies with other NFPA 13, 2012 requirements.

C. Wet-pipe sprinkler protection shall be provided throughout all areas within this building. Sidewall, institutional sprinklers shall be provided in all cells. Commercial sprinklers shall be provided in all other areas. See Part 2 of these specifications for detailed sprinkler requirements.

## 1.5 SYSTEM PERFORMANCE REQUIREMENTS

A. Delegated Design: Design of the sprinkler system(s), including comprehensive engineering analysis to be perform by a license qualified professional engineer, using performance requirements and design criteria indicated.

B. Minimum Pipe Sizes: Not smaller than sizes indicated for connection to water supply piping, standpipes, and branches from standpipes to sprinklers.

C. The Contractor shall conduct fire hydrant flow tests as required to obtain hydraulic data needed to prepare design for hydraulically calculated systems.

D. Hydraulically design sprinkler systems according to:

1. Sprinkler System Occupancy Hazard Classifications: As follows:

a. Office and Public Areas: Ordinary Hazard Group 1.

2. Minimum Density Requirements for Automatic Sprinkler System Hydraulic Design: As follows:

a. Light Hazard: 0.10 GPM over 1500 sq. ft. area.
b. Ordinary Hazard, Group 1 Occupancy: 0.15 GPM over 1500 sq. ft. area.

3. Maximum Sprinkler Spacing: As follows:

a. Office Space: 120 sq. ft./sprinkler.
b. Other Areas: According to NFPA 13, 2012.

E. Components and Installation: Capable of producing piping systems with the following minimum working pressure ratings except where indicated otherwise.

1. Sprinkler Systems: 175 psig.

## 1.6 SUBMITTALS

A. Product Data: For fire protection system components. Include the following:

1. Valves.
2. Specialty valves, accessories, and devices.
3. Sprinklers, escutcheons, and guards. Include sprinkler flow characteristics, mounting, finish, and other data.

B. Sprinkler system drawings identified as "working plans," prepared according to NFPA 13, 2012. Submit required number of sets to authority having jurisdiction for review, comment, and approval. Include system hydraulic calculations where applicable.

C. Licensed engineer's sprinkler system drawings specified in "Quality Assurance" Article to authority having jurisdiction. Include system hydraulic calculations where applicable.

D. Sprinkler system drawings, identified as "working plans" and prepared according to NFPA 13, 2012, that have been approved by authority having jurisdiction. Include system hydraulic calculations where applicable.

E. Test reports and certificates as described in NFPA 13, 2012. Include "Contractor's Material & Test Certificate for Aboveground Piping" and "Contractor's Material & Test Certificate for Underground Piping."

F. Maintenance data for each type of fire protection specialty specified, for inclusion in "Operating and Maintenance Manual" specified in Division 1 Section "Project Closeout."

G. Submit fire flow test data: The fire flow test is to indicate location of test, who performed the test; state pressure, residual pressure, Pitot pressure, orifice size, and water flow GPM.

## 1.7 QUALITY ASSURANCE

A. Manufacturer Qualifications: Firms whose equipment, specialties, and accessories are listed by product name and manufacturer in UL Fire Protection Equipment Directory and FM Approval Guide and that conform to other requirements indicated.

B. Listing/Approval Stamp, Label, or Other Marking: On equipment, specialties, and accessories made to specified standards.

C. Listing and Labeling: Equipment, specialties, and accessories that are listed and labeled.

1. The Terms "Listed" and "Labeled": As defined in "National Electrical Code," Article 100.
2. Listing and Labeling Agency Qualifications: A "Nationally Recognized Testing Laboratory" (NRTL) as defined in OSHA Regulation 1910.7.

D. Comply with requirements of authority having jurisdiction for submittals, approvals, materials, hose threads, installation, inspections, and testing.

E. Comply with requirements of Owner's insurance underwriter for submittals, approvals, materials, installation, inspections, and testing.

F. Licensed Engineer: Submit design drawings, design calculations, and installation inspection reports. Include seal and signature of registered engineer licensed in jurisdiction where Project is located, certifying compliance with specifications.

G. Installer's Qualifications: Firms qualified to install and alter fire protection piping, equipment, specialties, and accessories, and repair and service equipment. A qualified firm is one that is experienced (minimum of 5 previous projects similar in size and scope to this Project) in such work, familiar with precautions required, and in compliance with the requirements of the

authority having jurisdiction. Submit evidence of qualifications to the Architect upon request. Refer to Division 1 for definition of "Installer."

H. NFPA Standards: Equipment, specialties, accessories, installation, and testing complying with the following:

1. NFPA 13, 2012 "Standard for the Installation of Sprinkler Systems."
2. NFPA 14, 2012 “Standard for the Installation for Standpipe and Hose System”
3. NFPA 24, 2012 “Installation of Private Fire Service Main and Their Appurtenances”
4. NFPA 26, 2012 "Recommended Practice for the Supervision of Valves Controlling Water Supplies for Fire Protection."
5. NFPA 70, 2012 "National Electrical Code."
6. NFPA 231, 2012 "Standard for General Storage."

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Specialty Valves and Water Motor Alarm Devices:

a. Central Sprinkler Corp.
b. Firematic Sprinkler Devices, Inc.
c. Gem Sprinkler Co. Div., Grinnell Corp.
d. Globe Fire Sprinkler Corp.
e. Reliable Automatic Sprinkler Co., Inc.
f. Star Sprinkler Corp.
g. Viking Corp.

2. Sprinklers:

a. Central Sprinkler Corp.
b. Firematic Sprinkler Devices, Inc.
c. Gem Sprinkler Co. Div., Grinnell Corp.
d. Globe Fire Sprinkler Corp.
e. Raven.
f. Reliable Automatic Sprinkler Co., Inc.
g. Star Sprinkler Corp.
h. Victaulic Company of America.
i. Viking Corp.
j. Tyco.

3. Fire Protection Service Gate and Check Valves:

a. Gem Sprinkler Co. Div., Grinnell Corp.

b. Kennedy Valve Div., McWane, Inc.
c. Nibco, Inc.
d. Stockham Valves and Fittings, Inc.
e. Victaulic Company of America.

4. Grooved Couplings for Steel Piping:

a. Grinnell Supply Sales Co., Grinnell Corp.
b. Gustin-Bacon Div., Tyler Pipe Subsid., Tyler Corp.
c. Sprink-Line by Sprink, Inc.
d. Stockham Valves and Fittings, Inc.
e. Victaulic Company of America.

## 2.2 PIPES AND TUBES

A. Refer to Part 3 Article "Sprinkler System Piping Applications" for identification of systems where pipe and fitting materials specified below are used.

B. Ductile-Iron Pipe: AWWA C115, ductile-iron barrel with iron-alloy threaded flanges, 250-psig minimum working pressure rating, and AWWA C104 cement-mortar lining.

1. Option: Pipe may be AWWA pattern, cut-grooved for grooved-coupling joints.

C. Steel Pipe: ASTM A 53, Schedule 40 in sizes 6 inches and smaller and Schedule 30 in sizes 8 inches and larger, black and galvanized, plain and threaded ends, for welded, threaded, cut-groove, and rolled-groove joints.

D. Schedule 10, Black-Steel Pipe: ASTM A 135 or ASTM A 795/A 795M, Schedule 10 in NPS 5 and smaller; and NFPA 13, 2012-specified wall thickness in NPS 6 to NPS 10 plain end.

E. Steel Pipe: ASTM A 795, black and galvanized, for joints listed and for use with fittings for plain-end steel pipe.

1. Type: Standard-weight pipe, Schedules 30 and 40, for cut-groove, rolled-groove, threaded, and welding joints.

## 2.3 PIPE AND TUBE FITTINGS

A. Cast-Iron Threaded Flanges: ASME B16.1, Class 250, raised ground face, bolt holes spot faced.

B. Standard Weight ductile iron threaded fittings.

C. Cast-Iron Threaded Fittings: ASME B16.4, Class 250, standard pattern, with threads according to ASME B1.20.1.

D. Malleable-Iron Threaded Fittings: ASME B16.3, Class 300, standard pattern, with threads according to ASME B1.20.1.

E. Grooved-End Fittings for Ductile-Iron Pipe: ASTM A 536 ductile-iron or ASTM A 47 malleable-iron, AWWA pipe-size, designed to accept AWWA C606 grooved couplings. Include cement lining or Food and Drug Administration (FDA)-approved interior coating.

F. Steel Flanges and Flanged Fittings: ASME B16.5.

G. Grooved-End Fittings for Steel Pipe: UL-listed and FM-approved, ASTM A 536, Grade 65-45-12 ductile iron or ASTM A 47 Grade 32510 malleable iron, with grooves or shoulders designed to accept grooved couplings.

## 2.4 JOINING MATERIALS

A. Refer to Divisions 22 and 23 for joining materials not included in this Section.

B. Couplings for Grooved-End Steel Pipe and Grooved-End Ferrous Fittings: UL 213, AWWA C606, ASTM A 536 ductile-iron or ASTM A 47 malleable-iron housing, with enamel finish. Include synthetic-rubber gasket with central-cavity, pressure-responsive design; ASTM A 183 carbon-steel bolts and nuts; and locking pin, toggle, or lugs to secure grooved pipe and fittings.

## 2.5 FIRE PROTECTION SERVICE VALVES

A. General: UL-listed and FM-approved, with 175-psig non-shock minimum working pressure rating.

1. Option: Valves for use with grooved piping may be grooved type.

B. Gate Valves, 2 Inches and Smaller: UL 262, cast-bronze, threaded ends, solid wedge, outside screw and yoke, rising stem.

C. Indicating Valves, 2-1/2 Inches and Smaller: Butterfly or ball type, bronze body with threaded ends, and integral indicating device.

1. Indicator: Visual.
2. Indicator: Electrical 115 volts a.c., prewired, single-circuit, supervisory switch.
3. Indicator: Electrical 115 volts a.c., prewired, 2-circuit, supervisory switch.

D. Gate Valves, 2-1/2 Inches and Larger: UL 262, iron body, bronze mounted, taper wedge, outside screw and yoke, rising stem. Include replaceable, bronze, wedge facing rings and flanged ends.

E. Gate Valves, 2-1/2 Inches and Larger for Use with Indicator Posts: UL 262, iron body, bronze mounted, solid wedge disc, non-rising stem with operating nut and flanged ends.

F. Indicator Posts: UL 789, wall type, cast-iron body, with windows for target plates that indicate valve position, extension rod and coupling, locking device, and red enamel finish.

1. Operation: Operating wrench.
2. Operation: Hand wheel.

G. Swing Check Valves, 2-1/2 Inches and Larger: UL 312, cast-iron body and bolted cap, with bronze disc or cast-iron disc with bronze disc ring and flanged ends.

H. Butterfly Check Valves, 4 Inches and Larger: UL 312, split-clapper style, cast-iron body with rubber seal, bronze alloy discs, stainless-steel spring and hinge pin.

## 2.6 SPECIALTY VALVES

A. Alarm Check Valves: UL 193, 175-psig working pressure, designed for horizontal or vertical installation, with cast-iron, flanged inlet and outlet, bronze grooved seat with O-ring seals, and single-hinge pin and latch design. Include trim sets for bypass, drain, electric sprinkler alarm switch, pressure gages, precision retarding chamber, and fill line attachment with strainer.

1. Drip Cup Assembly: Pipe drain without valves, and separate from main drain piping.
2. Drip Cup Assembly: Pipe drain with check valve to main drain piping.
3. Option: Grooved-end connections for use with grooved-end piping.

B. Pressure-Regulating Valves: UL 1468, 400-psig minimum rating, brass, pressure-regulating type. Include female NPS inlet and outlet and adjustable setting feature. Size 1-1/2 inches or 2-1/2 inches, and straight or 90 degree angle pattern design as indicated.

1. Optional Finish: Rough chrome plate.

C. Ball Drip Valves: UL 1726, automatic drain valve, 3/4-inch size, spring-loaded, ball check device with threaded ends.

D. Detector Check Valves: UL 213, galvanized cast-iron body, bolted cover with air bleed device for access to internal parts, and flanged ends; designed for 175-psig working pressure. Include 1-piece bronze disc with bronze bushings, pivot, and replaceable seat. Include threaded bypass taps in the inlet and outlet for bypass meter connection. Set valve to allow minimal water flow through bypass meter when major water flow is required.

## 2.7 SPRINKLERS

A. Automatic Sprinklers: With heat-responsive element conforming to:

1. UL 199, for applications except residential.

B. Sprinkler types and categories are as indicated and as required by application. Furnish automatic sprinklers with nominal 1/2-inch orifice for "Ordinary" temperature classification rating except where otherwise indicated and required by application.

C. Sprinkler types, features, and options include:

1. Flush ceiling sprinklers, including escutcheon.
2. Pendent sprinklers.
3. Recessed sprinklers, including escutcheon.
4. Sidewall sprinklers.
5. Upright sprinklers.
6. Security sprinkler heads.

D. Sprinkler Finishes: Chrome-plated and bronze.

E. Sprinkler Escutcheons: Materials, types, and finishes for following sprinkler mounting applications. Escutcheons for concealed, flush, and recessed-type sprinklers are specified with sprinklers.

1. Ceiling Mounting: Chrome-plated steel, 1-piece, flat.
2. Sidewall Mounting: Chrome-plated steel, 1-piece, flat.

F. Sprinkler Guards: Wire-cage type, including fastening device for attaching to sprinkler.

G. Sprinkler Cabinets: Finished steel cabinet and hinged cover, with space for minimum of 6 spare sprinklers plus sprinkler wrench, suitable for wall mounting. Include number of sprinklers required by NFPA 13, 2012 and 1 wrench for sprinklers. Include separate cabinet with sprinklers and wrench for each style sprinkler on Project.

H. Sprinkler heads listed are as manufactured by Tyco or accepted substitute. All heads submitted by Contractor shall be UL listed and FM approved.

1. Pendant - Model E
2. Side Wall - Model LD-2
3. Upright - Model E

I. Sprinklers in the cells and areas accessible to inmates, shall be an institutional sidewall or pendant sprinkler one of the following or approved equal.

1. Tyco TFP MAX with short 7/8” deep style E collar.
2. Reliable Model XL INST with short 1/2” deep style collar.
3. Viking Model HQR-2 with flush escutcheon plate.

## 2.8 SPECIALTY SPRINKLER FITTINGS

A. Specialty Fittings: UL-listed and FM-approved, made of steel, ductile iron, or other materials compatible with system materials and applications where used.

B. Press-Seal Fittings: UL 213, carbon-steel housing with butylene O-rings and pipe stop, for use with plain-end, Schedule 5 steel pipe.

C. Locking-Lug Fittings: UL 213, ductile-iron body with locking-lug ends, for use with plain-end steel pipe.

D. Mechanical-Cross Fittings: UL 213, ductile-iron housing with pressure-responsive gaskets, bolts, and threaded or locking-lug outlets.

E. Drop-Nipple Fittings: UL 1474, with threaded inlet, threaded outlet, and seals; adjustable.

F. Sprinkler Alarm Test Fittings: Ductile-iron housing with 1-1/2-inch inlet and outlet, integral test valves, combination orifice and sight glass, and threaded or locking-lug ends.

## 2.9 PRESSURE GAGES

A. Pressure Gages: UL 393, 3-1/2 to 4-1/2 inches diameter dial, with dial range of 0-250 psig.

# PART 3 - EXECUTION

## 3.1 SPRINKLER SYSTEM PIPING APPLICATIONS

A. Refer to Part 2 of this Section for detailed specifications on pipe and fittings products listed below. Use pipe, tube, fittings, and joining methods according to the following applications. Piping may be joined with flanges instead of indicated joints. Use grooved-end fittings with grooved couplings that are made by the same manufacturer and that comply with listing when used together for grooved-coupling joints.

B. Pipe between Fire Department Connections and Check Valves: Use galvanized-steel pipe instead of black-steel pipe when steel pipe is specified for applications below. Do not use welded joints.

C. Sizes 2 Inches and Smaller: ASTM A 53, A 135, or A 795; Schedule 40 steel pipe with threaded ends, cast-iron or malleable-iron threaded fittings, and threaded joints.

D. Sizes 2 Inch and Smaller: Schedule 10 black-steel pipe with roll-grooved ends; uncoated, grooved-end fittings for steel piping; grooved-end-pipe couplings for steel piping; and grooved joints.

E. Sizes 2-1/2 Inches and Larger: Schedule 10 black-steel pipe with plain ends; welding fittings; and welded joints.

F. Sizes 2 Inch and Smaller: Schedule 10 black-steel pipe with roll-grooved ends; uncoated, grooved-end fittings for steel piping; grooved-end-pipe couplings for steel piping; and grooved joints

G. Sizes 2-1/2 Inches and Larger: Schedule 10 black-steel pipe with plain ends; welding fittings; and welded joints.

H. Sizes 2-1/2 Inches to 6 Inches: ASTM A 53, A 135, or A 795; Schedule 40 steel pipe with threaded ends, cast-iron or malleable-iron threaded fittings, and threaded joints.

I. Sizes 2-1/2 Inches to 6 Inches: ASTM A 53, A 135, or A 795; Schedule 40 steel pipe with cut-groove ends, grooved-end steel pipe fittings, and grooved-coupling joints.

J. Sizes 8 Inches and Larger: ASTM A 53 or A 795, Schedule 30 steel pipe with cut-groove ends, steel pipe grooved-end fittings, grooved couplings, and grooved-coupling joints.

K. Piping Arrangement:

1. All piping shall be concealed in walls, above ceilings, or routed in a cover box. See architectural for cover box.
2. The piping shall be arranged such that a clear access is provided to all equipment or devices that require maintenance. Piping that does not meet the above requirements will be relocated at the Contractor's expense. The sprinkler piping shall be routed as close to the structural deck as possible.
3. All piping shall be installed in such a manner as to present an orderly and neat installation. Valves, instruments, and other special items shall be placed in locations convenient for operation by the operating personnel. Piping runs shall be plumb or level, except where pitch for drainage is required. All piping shall be installed perpendicular or parallel to the building structure, and floor levels except in special cases consented to in writing by the Owner.
4. All piping, including tubing, shall be installed in accordance with the following additional requirements:

    a. Piping shall not be installed above, or within a horizontal distance of 0.9M (3 feet) from, electrical equipment such as switchgear, switchboards, control panels, motor controls, contactors, communication equipment, unless written consent of the Owner is obtained. Improperly located piping shall be removed and relocated at the Contractor's expense. Piping in areas with finished ceilings, shall be routed above the ceilings and shall not interfere with ceiling tile removal. Piping in inmate access areas without finished ceilings shall be routed as close to the structural deck as possible. Sidewall sprinklers shall be used, where possible, to minimize the amount of exposed branchline in areas with decks lower than 3M (10 feet). Pipe routing shown along a room wall in the housing areas shall be as tight as possible to the wall to allow the construction of a soffit around the piping. Piping lower than 3M (10 feet) shall be prohibited in inmate access areas without specific approval of the Owner.
    b. Piping in non-inmate areas under ductwork, etc. shall be installed with a minimum of 2.3M (7'-6") headroom over passageways and walkways. Clearance less than 2.3M (7'-6") shall require the acceptance of the Owner. Piping shall not interfere with day-to-day operation or maintenance of any building equipment.
    c. Drains:

        1) The Contractor's piping shall be arranged with adequate slope, and with valved vents and drains, so as to be completely drainable.
        2) Sprinkler system main drains, inspectors test connections and trim drains shall terminate not less than 460 mm (18 inches) above a Contractor

provided concrete splash block outside each building, unless specifically noted otherwise. If valve trim drain lines are manifolded, valves or check valves shall be provided to prohibit water from backflowing out trim funnel.

3) All low points shall be provided with drains and valves. Trapped sections over 19 L (5 gallons) shall be piped to within 610 mm (2 feet) of the ground floor along columns. Drains in finished areas shall be coordinated with the plumbing contractor to terminate at floor drains. The Contractor shall provide signs for all drains in accordance with NFPA 13, 2012.

d. Inspector's Test Connections: Inspector's test connection details shall be shown on Contractor's shop drawings. The inspector's test connection shall be provided at the most remote point on the system. The test valves shall be located 1,829 to 2,133 mm (6 to 7 feet) above the finished floor elevation. Inspector's test connections shall drain to a floor drain capable of accepting the maximum acceptable flow, or to the outside 152 mm (6 inches) above a Contractor provided concrete splash block unless indicated otherwise on the contract drawings. The Contractor shall provide signs for all test connections in accordance with NFPA 13, 2012.

e. Pipe Supports: The Contractor shall furnish all piping, pipe supports, valves, and fittings required for complete fire protection systems in compliance with the appropriate NFPA Sections, its appendices, and these specifications. Pipe support assembly sketches are required for each configuration to be used for the project. The Contractor's shop drawings shall note hanger configuration types.

5. Piping, Fittings, and Materials: Materials and connection types for pipe and fittings shall be as described below.

a. Piping: All details of the underground piping installation including materials, trenching, backfilling, embedment, anchoring, flushing and testing shall be in accordance with the requirements of NFPA No. 24 and the site utilities specifications regarding domestic and fire protection service mains. Buried water supply piping shall be Ductile Iron, Cement Lined. The ductile iron shall transition with the PVC underground at the point where work under this contract begins. Restraints for all changes of direction shall be accomplished by thrust blocks.

b. Fire protection water supply piping within the building up to the system isolation valves shall be black steel, Schedule 40 minimum.

c. Sprinkler piping downstream of the isolation valves on wet-pipe systems shall be black steel, Schedule 40 minimum.

d. All piping shall also meet the requirements of NFPA 13, 2012.

e. As prescribed by NFPA 13, 2012, Section 3-12.1.1, all threaded fittings and pipe shall conform to ANSI Standard B1.20.1, Pipe Threads. The Contractor shall have a full set of taper threaded ring and plug gauges referenced by ANSI B1.20.1 and shall check every fifteenth thread cut in the fabrication shop. Threads found out of tolerance shall be rejected, and the tool dies shall be adjusted or replaced until within tolerances. Field threading shall be performed only if absolutely necessary. Standard threaded fittings purchased from an approved manufacturer and not cut by the Contractor or fabricator need not be checked by the Contractor.

f. Fittings:

1) Except as otherwise specified herein, fittings such as tees, couplings, crosses, elbows, caps, and reducers shall be used for all changes in direction, intersections, size changes, and end closures of piping. All welded fittings shall be hot-dipped galvanized following welding to galvanized pipe.
2) Threaded or flanged fittings shall be cast iron, Class 125 minimum.
3) Bushings shall not be used in place of standard fittings. If fittings are approved with a specific pipe manufacturer or grooving process, that pipe or grooving process shall be provided. Plain end fitting are prohibited.

6. Cleaning: The inside and outside of all pipe, valves, and fittings shall be free from dirt, sand, and loose mill scale before being erected. Before placing in service, all lines shall be thoroughly blown and/or flushed.
7. Piping Supports:

a. The Contractor shall furnish and install all required supports for all piping erected under these specifications. The term "piping supports" includes all assemblies such as hangers, floorstands, anchors, brackets, and any supplementary steel required to attach piping supports. NFPA 13, 2012 minimum pipe supports are acceptable only when also in compliance with these specifications. Piping support systems shall be FM approved.
b. The Contractor shall be responsible for location and design of all supports for all piping required under these specifications.
c. All piping support spacing shall be designed in accordance with the requirements of NFPA No. 13.

## 3.2 JOINT CONSTRUCTION

A. Refer to Divisions 22 and 23 for basic piping joint construction.

B. Grooved-End Pipe and Grooved-End Fitting Joints: Use grooved-end fittings and grooved couplings that are made by the same manufacturer and that are listed for use together. Groove pipe and assemble joints with grooved coupling, gasket, lubricant, and bolts according to coupling and fitting manufacturer's written instructions.

1. Groove Type: Cut.
2. Groove Type: Rolled.

## 3.3 WATER SUPPLY CONNECTION

A. Connect fire protection piping to water supply piping of size and in location indicated.

B. Install shutoff valve, check valve, pressure gage, drain, and other accessories indicated at connection to water supply piping.

C. Install shutoff valve, backflow preventer, pressure gage, drain, and other accessories indicated at connection to water supply piping.

## 3.4 PIPING INSTALLATIONS

A. Locations and Arrangements: Drawings (plans, schematics, and diagrams) indicate general location and arrangement of piping. Install piping as indicated, as far as practical.

1. Deviations from approved "working plans" for sprinkler piping require written approval from authority with jurisdiction. File written approval with the Architect prior to deviating from approved "working plans."

B. Use approved fittings to make changes in direction, branch takeoffs from mains, and reductions in pipe sizes.

C. Install unions adjacent to each valve in pipes 2 inches and smaller. Unions are not required on flanged devices or in piping installations using grooved couplings.

D. Install flanges or flange adapters on valves, apparatus, and equipment having 2-1/2-inch and larger connections.

E. Install "Inspector's Test Connections" in sprinkler piping, complete with shutoff valve, sized and located according to NFPA 13, 2012.

F. Install sprinkler piping with drains for complete system drainage.

G. Install sprinkler zone control valves, test assemblies, and drain headers adjacent to standpipes when sprinkler piping is connected to standpipe.

H. Install alarm devices in piping systems.

I. Hangers and Supports: Comply with NFPA 13, 2012.

1. Install hanger and support spacing and locations for steel piping joined with grooved mechanical couplings according to manufacturer's written instructions for rigid systems.
2. Earthquake Protection: Install piping according to NFPA 13, 2012 to protect from earthquake damage.

J. Install pressure gages on riser or feed main, at each sprinkler test connection, and at top of each riser. Include pressure gages with connection not less than 1/4 inch and with soft metal seated globe valve, arranged for draining pipe between gage and valve. Install gages to permit removal, and install where they will not be subject to freezing.

## 3.5 SPECIALTY SPRINKLER FITTING INSTALLATIONS

A. Install specialty sprinkler fittings according to manufacturer's written instructions.

## 3.6 VALVE INSTALLATIONS

A. Install fire-protection specialty valves, trim, fittings, controls, and specialties according to NFPA 13, 2012, manufacturer's written instructions, and the authority having jurisdiction.

B. Gate Valves: Install fire-protection service valves supervised-open, located to control sources of water supply except from fire department connections. Where there is more than 1 control valve, provide permanently marked identification signs indicating portion of system controlled by each valve.

C. Install check valve in each water supply connection. Install backflow preventers instead of check valves in potable water supply sources.

D. Alarm Check Valves: Install valves in vertical position for proper direction of flow, including bypass check valve and retard chamber drain line connection.

E. Detector Check Valves: Install for proper direction of flow, located to detect system leakage and unauthorized use of water and to prevent backflow into public water mains. Install bypass with water meter, with gate valves on each side of meter, and check valve downstream from meter.

## 3.7 SPRINKLER APPLICATIONS

A. Rooms without Ceilings: Upright sprinklers.

B. Rooms with Suspended Ceilings: Recessed sprinklers.

C. Wall Mounting: Sidewall sprinklers.

D. Sprinkler Finishes: Use sprinklers with following finishes:

1. Upright, Pendent, and Sidewall Sprinklers: Chrome-plated in finished spaces exposed to view; rough bronze in unfinished spaces not exposed to view; wax-coated where exposed to acids, chemicals, or other corrosive fumes.
2. Concealed Sprinklers: Rough brass, with factory-painted white cover plate.
3. Flush Sprinklers: Bright chrome, with painted white escutcheon.
4. Recessed Sprinklers: Bright chrome, with bright chrome escutcheon.

E. Sprinklers in the cells and areas accessible to inmates, shall be an institutional sidewall or pendant sprinkler one of the following or approved equal.

1. Tyco TFP MAX with short 7/8” deep style E collar.
2. Reliable Model XL INST with short 1/2” deep style collar.
3. Viking Model HQR-2 with flush escutcheon plate.

## 3.8 SPRINKLER INSTALLATIONS

A. Install sprinklers in suspended ceilings in center of acoustical panels and tiles.

B. Do not install pendent or sidewall, wet-type sprinklers in areas subject to freezing. Use dry-type sprinklers supplied from heated space.

## 3.9 CONNECTIONS

A. Connect to specialty valves, specialties, fire department connections, and accessories.

B. Connect water supplies to sprinkler systems. Include backflow preventers.

C. Electrical Connections: Power wiring is specified in Division 26.

D. Connect alarm devices to fire alarm system.

## 3.10 FIELD QUALITY CONTROL

A. Perform field acceptance tests of each fire protection system.

1. Flush, test, and inspect sprinkler piping systems according to NFPA 13, 2012 Chapter "System Acceptance."

B. Replace piping system components that do not pass test procedures specified, then retest to demonstrate compliance. Repeat procedure until satisfactory results are obtained.

1. Report test results promptly and in writing to Architect.
2. Report test results promptly and in writing to authority having jurisdiction when required.

C. Report test results promptly and in writing to the Architect and authority having jurisdiction.

## 3.11 CLEANING

A. Clean dirt and debris from sprinklers. Replace sprinklers having paint other than factory finish with new sprinklers. Cleaning and reuse of painted sprinklers is prohibited.

## 3.12 COMMISSIONING

A. Starting Procedures: Follow manufacturer's written procedures. If no procedures are prescribed by manufacturer, proceed as follows:

1. Verify that specialty valves, trim, fittings, controls, and accessories have been installed correctly and operate correctly.
2. Verify that excess pressure pumps and accessories have been installed correctly and operate correctly.

3. Verify that specified tests of piping are complete.
4. Check that damaged sprinklers and sprinklers with paint or coating not specified have been replaced with new, correct type of sprinklers.
5. Check that sprinklers are correct type, have correct finish and temperature ratings, and have guards where required for applications.
6. Check that potable water supplies have correct type of backflow preventer.
7. Check that fire department connections have threads compatible with local fire department equipment and have correct pressure rating.
8. Fill wet-pipe sprinkler systems with water.
9. Energize circuits to electrical equipment and devices.
10. Adjust operating controls and pressure settings.

## 3.13 DEMONSTRATION

A. Demonstrate equipment, specialties, and accessories. Review operating and maintenance information.

B. Schedule demonstration with at least 7 days' advance notice.

END OF SECTION 211313

# SECTION 230700 - HVAC INSULATION

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

B. Related Sections:

1. Division 23 Section "Metal Ducts" for duct liners.

### 1.2 SUMMARY

A. Section Includes the following duct systems:

1. Indoor, concealed supply and outdoor air.

### 1.3 RFERENCES

A. Washington State Energy Code – 2009 Edition and as amended by local Authority Having Jurisdiction.

### 1.4 SUBMITTALS

A. Product Data: For each type of product indicated.

### 1.5 QUALITY ASSURANCE

A. Fire-Test-Response Characteristics: Insulation and related materials shall have fire-test-response characteristics indicated, as determined by testing identical products per ASTM E 84, by a testing and inspecting agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and adhesive, mastic, tapes, and cement material containers, with appropriate markings of applicable testing and inspecting agency.

1. Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.
2. Insulation Installed Outdoors: Flame-spread index of 75 or less, and smoke-developed index of 150 or less.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Packaging: Insulation material containers shall be marked by manufacturer with appropriate ASTM standard designation, type and grade, and maximum use temperature.

1.7 COORDINATION

A. Coordinate sizes and locations of supports, hangers, and insulation shields specified in Division 23 Section "Hangers and Supports for HVAC Piping and Equipment."

B. Coordinate clearance requirements with piping Installer for piping insulation application. Before preparing piping Shop Drawings, establish and maintain clearance requirements for installation of insulation and field-applied jackets and finishes and for space required for maintenance.

C. Coordinate installation and testing of heat tracing.

1.8 SCHEDULING

A. Schedule insulation application after pressure testing systems and, where required, after installing and testing heat tracing. Insulation application may begin on segments that have satisfactory test results.

B. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.

PART 2 - PRODUCTS

2.1 INSULATION MATERIALS

A. Comply with requirements in Part 3 schedule articles for where insulating materials shall be applied.

B. Products shall not contain asbestos, lead, mercury, or mercury compounds.

C. Foam insulation materials shall not use CFC or HCFC blowing agents in the manufacturing process.

D. Cellular Glass: Inorganic, incombustible, foamed or cellulated glass with annealed, rigid, hermetically sealed cells. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.

E.

1. Products: Subject to compliance with requirements, provide one of the following available products that may be incorporated into the Work include, but are not limited to, the following:

    a. Cell-U-Foam Corporation; Ultra-CUF.
    b. Pittsburgh Corning Corporation; Foamglass Super K.
    c. Or approved equal

2. Block Insulation: ASTM C 552, Type I.
3. Special-Shaped Insulation: ASTM C 552, Type III.

F. Flexible Elastomeric: Closed-cell, sponge- or expanded-rubber materials. Comply with ASTM C 534, Type I for tubular materials and Type II for sheet materials.

1. Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:

    a. Aeroflex USA Inc.; Aerocel.
    b. Armacell LLC; AP Armaflex.
    c. K-Flex USA
    d. Or approved equal.

G. Flexible Elastomeric With Integral Covering Membrane: Closed-cell material. Comply with ASTM C 534, Type I for tubular materials and Type II for sheet materials.

1. Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:

    a. Aeroflex USA Inc.; Aerocel.
    b. Armacell LLC; AP Armaflex.
    c. K-Flex USA

2. Covering Membrane

    a. Construction: Blended polymeric top surface, puncture resistant base, scrim reinforced core.
    b. Thickness: 12 mil minimum.
    c. Color: White.

H. Mineral-Fiber Blanket Insulation: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 553, Type II and ASTM C 1290, Type III with factory-applied FSK jacket. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.

1. Products: Subject to compliance with requirements, provide one of the following available products that may be incorporated into the Work include, but are not limited to, the following:

    a. CertainTeed Corp.; Duct Wrap.
    b. Johns Manville; Microlite.

c. Knauf Insulation; Duct Wrap.
d. Manson Insulation Inc.; Alley Wrap.
e. Owens Corning; All-Service Duct Wrap.

2.2 ADHESIVES

A. Materials shall be compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated, unless otherwise indicated.

B. Cellular-Glass, Phenolic, Polyisocyanurate, and Polystyrene Adhesive: Solvent-based resin adhesive, with a service temperature range of minus 75 to plus 300 deg F (minus 59 to plus 149 deg C).

1. Products: Subject to compliance with requirements, provide one of the following available products that may be incorporated into the Work include, but are not limited to, the following:

a. Childers Products, Division of ITW; CP-96.
b. Foster Products Corporation, H. B. Fuller Company; 81-33.
c. Or approved equal

C. Flexible Elastomeric and Polyolefin Adhesive: Comply with MIL-A-24179A, Type II, Class I.

1. Products: Subject to compliance with requirements, provide one of the following available products that may be incorporated into the Work include, but are not limited to, the following:

a. Aeroflex USA, Inc.; Aeroseal.
b. Armacell LLC; Armaflex 520 Adhesive.
c. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 85-75.
d. K-Flex USA; R-373 Contact Adhesive.

2. For indoor applications, use adhesive that has a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
3. Use adhesive that complies with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers," including 2004 Addenda.

D. Mineral-Fiber Adhesive: Comply with MIL-A-3316C, Class 2, Grade A.

1. Products: Subject to compliance with requirements, provide one of the following available products that may be incorporated into the Work include, but are not limited to, the following:

a. Childers Products, Division of ITW; CP-82.
b. Foster Products Corporation, H. B. Fuller Company; 85-20.

c. ITW TACC, Division of Illinois Tool Works; S-90/80.
d. Marathon Industries, Inc.; 225.
e. Mon-Eco Industries, Inc.; 22-25.

E. ASJ Adhesive, and FSK and PVDC Jacket Adhesive: Comply with MIL-A-3316C, Class 2, Grade A for bonding insulation jacket lap seams and joints.

1. Products: Subject to compliance with requirements, provide one of the following available products that may be incorporated into the Work include, but are not limited to, the following:

a. Childers Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; CP-82.
b. Eagle Bridges - Marathon Industries; 225.
c. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 85-50.
d. Mon-Eco Industries, Inc.; 22-25.

2. For indoor applications, use adhesive that has a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
3. Use adhesive that complies with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers," including 2004 Addenda.

F. PVC Jacket Adhesive: Compatible with PVC jacket.

1. Products: Subject to compliance with requirements, provide one of the following available products that may be incorporated into the Work include, but are not limited to, the following:

a. Dow Chemical Company (The); 739, Dow Silicone.
b. Johns-Manville; Zeston Perma-Weld, CEEL-TITE Solvent Welding Adhesive.
c. P.I.C. Plastics, Inc.; Welding Adhesive.
d. Red Devil, Inc.; Celulon Ultra Clear.
e. Speedline Corporation; Speedline Vinyl Adhesive.

## 2.3 SEALANTS

A. FSK and Metal Jacket Flashing Sealants:

1. Products: Subject to compliance with requirements, provide one of the following available products that may be incorporated into the Work include, but are not limited to, the following:

a. Childers Products, Division of ITW; CP-76-8.
b. Foster Products Corporation, H. B. Fuller Company; 95-44.
c. Marathon Industries, Inc.; 405.

d. Mon-Eco Industries, Inc.; 44-05.
e. Vimasco Corporation; 750.

2. Materials shall be compatible with insulation materials, jackets, and substrates.
3. Fire- and water-resistant, flexible, elastomeric sealant.
4. Service Temperature Range: Minus 40 to plus 250 deg F.
5. Color: Aluminum.

B. ASJ Flashing Sealants, and Vinyl, and PVC Jacket Flashing Sealants:

1. Products: Subject to compliance with requirements, provide one of the following available products that may be incorporated into the Work include, but are not limited to, the following:

a. Childers Products, Division of ITW; CP-76.
b. Or approved equal

2. Materials shall be compatible with insulation materials, jackets, and substrates.
3. Fire- and water-resistant, flexible, elastomeric sealant.
4. Service Temperature Range: Minus 40 to plus 250 deg F.
5. Color: White.

## 2.4 FACTORY-APPLIED JACKETS

A. Insulation system schedules indicate factory-applied jackets on various applications. When factory-applied jackets are indicated, comply with the following:

1. ASJ: White, kraft-paper, fiberglass-reinforced scrim with aluminum-foil backing; complying with ASTM C 1136, Type I.
2. ASJ-SSL: ASJ with self-sealing, pressure-sensitive, acrylic-based adhesive covered by a removable protective strip; complying with ASTM C 1136, Type I.
3. FSK Jacket: Aluminum-foil, fiberglass-reinforced scrim with kraft-paper backing; complying with ASTM C 1136, Type II.
4. FSP Jacket: Aluminum-foil, fiberglass-reinforced scrim with polyethylene backing; complying with ASTM C 1136, Type II.
5. PVDC Jacket for Indoor Applications: 4-mil thick, white PVDC biaxially oriented barrier film with a permeance at 0.02 perms when tested according to ASTM E 96 and with a flame-spread index of 5 and a smoke-developed index of 20 when tested according to ASTM E 84.

a. Products: Subject to compliance with requirements, provide one of the following available products that may be incorporated into the Work include, but are not limited to, the following:

1) Dow Chemical Company (The); Saran 540 Vapor Retarder Film and Saran 560 Vapor Retarder Film.
2) Or approved equal.

6. PVDC Jacket for Outdoor Applications: 6-mil thick, white PVDC biaxially oriented barrier film with a permeance at 0.01 perms when tested according to ASTM E 96 and with a flame-spread index of 5 and a smoke-developed index of 25 when tested according to ASTM E 84.

    a. Products: Subject to compliance with requirements, provide one of the following available products that may be incorporated into the Work include, but are not limited to, the following:

        1) Dow Chemical Company (The); Saran 540 Vapor Retarder Film and Saran 560 Vapor Retarder Film.
        2) Or approved equal.

7. PVDC-SSL Jacket: PVDC jacket with a self-sealing, pressure-sensitive, acrylic-based adhesive covered by a removable protective strip.

    a. Products: Subject to compliance with requirements, provide one of the following available products that may be incorporated into the Work include, but are not limited to, the following:

        1) Dow Chemical Company (The); Saran 540 Vapor Retarder Film and Saran 560 Vapor Retarder Film.
        2) Or approved equal.

8. Vinyl Jacket: White vinyl with a permeance of 1.3 perms when tested according to ASTM E 96, Procedure A, and complying with NFPA 90A and NFPA 90B.

## 2.5 FIELD-APPLIED JACKETS

A. Field-applied jackets shall comply with ASTM C 921, Type I, unless otherwise indicated.

B. FSK Jacket: Aluminum-foil-face, fiberglass-reinforced scrim with kraft-paper backing.

C. Aluminum Jacket: Comply with ASTM B 209 (ASTM B 209M), Alloy 3003, 3005, 3105 or 5005, Temper H-14.

1. Products: Subject to compliance with requirements, provide one of the following available products that may be incorporated into the Work include, but are not limited to, the following:

    a. Childers Products, Division of ITW; Metal Jacketing Systems.
    b. PABCO Metals Corporation; Surefit.
    c. RPR Products, Inc.; Insul-Mate.

2. Sheet and roll stock ready for shop or field sizing.
3. Finish and thickness are indicated in field-applied jacket schedules.
4. Moisture Barrier for Indoor Applications: 3-mil thick, heat-bonded polyethylene and kraft paper.

5. Moisture Barrier for Outdoor Applications: 3-mil thick, heat-bonded polyethylene and kraft paper.
6. Factory-Fabricated Fitting Covers:

    a. Same material, finish, and thickness as jacket.
    b. Preformed 2-piece or gore, 45- and 90-degree, short- and long-radius elbows.
    c. Tee covers.
    d. Flange and union covers.
    e. End caps.
    f. Beveled collars.
    g. Valve covers.
    h. Field fabricate fitting covers only if factory-fabricated fitting covers are not available.

D. Self-Adhesive Outdoor Jacket: 60-mil thick, laminated vapor barrier and waterproofing membrane for installation over insulation located aboveground outdoors; consisting of a rubberized bituminous resin on a crosslaminated polyethylene film covered with white aluminum-foil facing.

1. Products: Subject to compliance with requirements, provide one of the following available products that may be incorporated into the Work include, but are not limited to, the following:

    a. Polyguard; Alumaguard 60.
    b. Or approved equal.

E. PVDC-SSL Jacket: PVDC jacket with a self-sealing, pressure-sensitive, acrylic-based adhesive covered by a removable protective strip.

1. Products: Subject to compliance with requirements, provide one of the following available products that may be incorporated into the Work include, but are not limited to, the following:

    a. Dow Chemical Company (The); Saran 540 Vapor Retarder Film and Saran 560 Vapor Retarder Film.
    b. Or approved equal.

## 2.6 TAPES

A. FSK Tape: Foil-face, vapor-retarder tape matching factory-applied jacket with acrylic adhesive; complying with ASTM C 1136.

1. Products: Subject to compliance with requirements, provide one of the following available products that may be incorporated into the Work include, but are not limited to, the following:

    a. Avery Dennison Corporation, Specialty Tapes Division; Fasson 0827.
    b. Compac Corp.; 110 and 111.

c. Ideal Tape Co., Inc., an American Biltrite Company; 491 AWF FSK.
d. Venture Tape; 1525 CW, 1528 CW, and 1528 CW/SQ.

2. Width: 3 inches.
3. Thickness: 6.5 mils.
4. Adhesion: 90 ounces force/inch in width.
5. Elongation: 2 percent.
6. Tensile Strength: 40 lbf/inch in width.
7. FSK Tape Disks and Squares: Precut disks or squares of FSK tape.

B. PVC Tape: White vapor-retarder tape matching field-applied PVC jacket with acrylic adhesive. Suitable for indoor and outdoor applications.

1. Products: Subject to compliance with requirements, provide one of the following available products that may be incorporated into the Work include, but are not limited to, the following:

a. Avery Dennison Corporation, Specialty Tapes Division; Fasson 0555.
b. Compac Corp.; 130.
c. Ideal Tape Co., Inc., an American Biltrite Company; 370 White PVC tape.
d. Venture Tape; 1506 CW NS.

2. Width: 2 inches.
3. Thickness: 6 mils.
4. Adhesion: 64 ounces force/inch in width.
5. Elongation: 500 percent.
6. Tensile Strength: 18 lbf/inch in width.

C. Aluminum-Foil Tape: Vapor-retarder tape with acrylic adhesive.

1. Products: Subject to compliance with requirements, provide one of the following available products that may be incorporated into the Work include, but are not limited to, the following:

a. Avery Dennison Corporation, Specialty Tapes Division; Fasson 0800.
b. Compac Corp.; 120.
c. Ideal Tape Co., Inc., an American Biltrite Company; 488 AWF.
d. Venture Tape; 3520 CW.

2. Width: 2 inches (50 mm).
3. Thickness: 3.7 mils (0.093 mm).
4. Adhesion: 100 ounces force/inch (1.1 N/mm) in width.
5. Elongation: 5 percent.
6. Tensile Strength: 34 lbf/inch (6.2 N/mm) in width.

## 2.7 SECUREMENTS

A. Insulation Pins and Hangers:

1. Metal, Adhesively Attached, Perforated-Base Insulation Hangers: Baseplate welded to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:

    a. Products: Subject to compliance with requirements, provide one of the following available products that may be incorporated into the Work include, but are not limited to, the following:

        1) AGM Industries, Inc.; Tactoo Insul-Hangers, Series T.
        2) GEMCO; Perforated Base.
        3) Midwest Fasteners, Inc.; Spindle.

    b. Baseplate: Perforated, galvanized carbon-steel sheet, 0.030 inch thick by 2 inches square.
    c. Spindle: Copper- or zinc-coated, low carbon steel, fully annealed, 0.106-inch-diameter shank, length to suit depth of insulation indicated.
    d. Adhesive: Recommended by hanger manufacturer. Product with demonstrated capability to bond insulation hanger securely to substrates indicated without damaging insulation, hangers, and substrates.

2. Nonmetal, Adhesively Attached, Perforated-Base Insulation Hangers: Baseplate fastened to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:

    a. Products: Subject to compliance with requirements, provide one of the following available products that may be incorporated into the Work include, but are not limited to, the following:

        1) GEMCO; Nylon Hangers.
        2) Midwest Fasteners, Inc.; Nylon Insulation Hangers.

    b. Baseplate: Perforated, nylon sheet, 0.030 inch thick by 1-1/2 inches in diameter.
    c. Spindle: Nylon, 0.106-inch diameter shank, length to suit depth of insulation indicated, up to 2-1/2 inches.
    d. Adhesive: Recommended by hanger manufacturer. Product with demonstrated capability to bond insulation hanger securely to substrates indicated without damaging insulation, hangers, and substrates.

3. Self-Sticking-Base Insulation Hangers: Baseplate welded to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:

    a. Products: Subject to compliance with requirements, provide one of the following available products that may be incorporated into the Work include, but are not limited to, the following:

        1) AGM Industries, Inc.; Tactoo Insul-Hangers, Series TSA.

2) GEMCO; Press and Peel.
3) Midwest Fasteners, Inc.; Self Stick.

b. Baseplate: Galvanized carbon-steel sheet, 0.030 inch thick by 2 inches square.
c. Spindle: Copper- or zinc-coated, low carbon steel, fully annealed, 0.106-inch diameter shank, length to suit depth of insulation indicated.
d. Adhesive-backed base with a peel-off protective cover.

4. Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch thick, galvanized-steel sheet, with beveled edge sized as required to hold insulation securely in place but not less than 1-1/2 inches in diameter.

a. Products: Subject to compliance with requirements, provide one of the following available products that may be incorporated into the Work include, but are not limited to, the following:

1) AGM Industries, Inc.; RC-150.
2) GEMCO; R-150.
3) Midwest Fasteners, Inc.; WA-150.
4) Nelson Stud Welding; Speed Clips.

b. Protect ends with capped self-locking washers incorporating a spring steel insert to ensure permanent retention of cap in exposed locations.

5. Nonmetal Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch-thick nylon sheet, with beveled edge sized as required to hold insulation securely in place but not less than 1-1/2 inches in diameter.

a. Products: Subject to compliance with requirements, provide one of the following available products that may be incorporated into the Work include, but are not limited to, the following:

1) GEMCO.
2) Midwest Fasteners, Inc.

B. Staples: Outward-clinching insulation staples, nominal 3/4-inch wide, stainless steel or Monel.

C. Wire: 0.062-inch soft-annealed, galvanized steel.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

a. C & F Wire.
b. Childers Products.
c. PABCO Metals Corporation.
d. RPR Products, Inc.

2.8 CORNER ANGLES

A. PVC Corner Angles: 30 mils thick, minimum 1 by 1 inch, PVC according to ASTM D 1784, Class 16354-C. White or color-coded to match adjacent surface.

B. Aluminum Corner Angles: 0.040 inch thick, minimum 1 by 1 inch, aluminum according to ASTM B 209, Alloy 3003, 3005, 3105 or 5005; Temper H-14.

PART 3 - EXECUTION

3.1 PREPARATION

A. Surface Preparation: Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.

B. Coordinate insulation installation with the trade installing heat tracing. Comply with requirements for heat tracing that applies to insulation.

C. Mix insulating cements with clean potable water; if insulating cements are to be in contact with stainless-steel surfaces, use demineralized water.

3.2 GENERAL INSTALLATION REQUIREMENTS

A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of equipment, ducts and fittings, and piping including fittings, valves, and specialties.

B. Install insulation materials, forms, vapor barriers or retarders, jackets, and thicknesses required for each item of equipment, duct system, and pipe system as specified in insulation system schedules.

C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.

D. Install insulation with longitudinal seams at top and bottom of horizontal runs.

E. Install multiple layers of insulation with longitudinal and end seams staggered.

F. Do not weld brackets, clips, or other attachment devices to piping, fittings, and specialties.

G. Keep insulation materials dry during application and finishing.

H. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.

I. Install insulation with least number of joints practical.

J. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.

K. Install insulation with factory-applied jackets as follows:

1. Draw jacket tight and smooth.
2. Cover circumferential joints with 3-inch wide strips, of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along both edges of strip, spaced 4 inches o.c.
3. Overlap jacket longitudinal seams at least 1-1/2 inches. Install insulation with longitudinal seams at bottom of pipe. Clean and dry surface to receive self-sealing lap. Staple laps with outward clinching staples along edge at 2 inches o.c.
4. Cover joints and seams with tape as recommended by insulation material manufacturer to maintain vapor seal.
5. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints and at ends adjacent to duct and pipe flanges and fittings.

L. Cut insulation in a manner to avoid compressing insulation more than 75 percent of its nominal thickness.

M. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.

N. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches beyond damaged areas. Adhere, staple, and seal patches similar to butt joints.

O. For above ambient services, do not install insulation to the following:

1. Vibration-control devices.
2. Testing agency labels and stamps.
3. Nameplates and data plates.
4. Manholes.
5. Handholes.
6. Cleanouts.

## 3.3 PENETRATIONS

A. Insulation Installation at Roof Penetrations: Install insulation continuously through roof penetrations.

1. Seal penetrations with flashing sealant.
2. For applications requiring only indoor insulation, terminate insulation above roof surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
3. Extend jacket of outdoor insulation outside roof flashing at least 2 inches below top of roof flashing.

4. Seal jacket to roof flashing with flashing sealant.

B. Insulation Installation at Interior Wall and Partition Penetrations (That Are Not Fire Rated): Install insulation continuously through walls and partitions.

C. Insulation Installation at Fire-Rated Wall and Partition Penetrations: Install insulation continuously through penetrations of fire-rated walls and partitions. Terminate insulation at fire damper sleeves for fire-rated wall and partition penetrations. Externally insulate damper sleeves to match adjacent insulation and overlap duct insulation at least 2 inches.

1. Comply with requirements in Division 07 Section "Penetration Firestopping" firestopping and fire-resistive joint sealers.

## 3.4 FLEXIBLE ELASTOMERIC INSULATION INSTALLATION

A. Seal longitudinal seams and end joints with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

## 3.5 FLEXIBLE ELASTOMERIC INSULATION INSTALLATION WITH INTEGRAL COVERING MEMBRANE

A. Seal longitudinal seams and end joints with manufacturers recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

B. All work shall conform to manufacturer’s requirements.

C. Install exterior sheet insulation with positive slope.

## 3.6 MINERAL-FIBER INSULATION INSTALLATION

A. Blanket Insulation Installation on Ducts and Plenums: Secure with adhesive and insulation pins.

1. Apply adhesives according to manufacturer's recommended coverage rates per unit area, for 100 percent coverage of duct and plenum surfaces.
2. Apply adhesive to entire circumference of ducts and to all surfaces of fittings and transitions.
3. Install either capacitor-discharge-weld pins and speed washers or cupped-head, capacitor-discharge-weld pins on sides and bottom of horizontal ducts and sides of vertical ducts as follows:

a. On duct sides with dimensions 18 inches and smaller, place pins along longitudinal centerline of duct. Space 3 inches maximum from insulation end joints, and 16 inches o.c.

b. On duct sides with dimensions larger than 18 inches, place pins 16 inches o.c. each way, and 3 inches maximum from insulation joints. Install additional pins to hold insulation tightly against surface at cross bracing.
c. Pins may be omitted from top surface of horizontal, rectangular ducts and plenums.
d. Do not overcompress insulation during installation.
e. Impale insulation over pins and attach speed washers.
f. Cut excess portion of pins extending beyond speed washers or bend parallel with insulation surface. Cover exposed pins and washers with tape matching insulation facing.

4. For ducts and plenums with surface temperatures below ambient, install a continuous unbroken vapor barrier. Create a facing lap for longitudinal seams and end joints with insulation by removing 2 inches from 1 edge and 1 end of insulation segment. Secure laps to adjacent insulation section with 1/2-inch outward-clinching staples, 1 inch o.c. Install vapor barrier consisting of factory- or field-applied jacket, adhesive, vapor-barrier mastic, and sealant at joints, seams, and protrusions.

   a. Repair punctures, tears, and penetrations with tape or mastic to maintain vapor-barrier seal.
   b. Install vapor stops for ductwork and plenums operating below 50 deg F at 18-foot intervals. Vapor stops shall consist of vapor-barrier mastic applied in a Z-shaped pattern over insulation face, along butt end of insulation, and over the surface. Cover insulation face and surface to be insulated a width equal to 2 times the insulation thickness but not less than 3 inches.

5. Overlap unfaced blankets a minimum of 2 inches on longitudinal seams and end joints. At end joints, secure with steel bands spaced a maximum of 18 inches o.c.
6. Install insulation on rectangular duct elbows and transitions with a full insulation section for each surface. Install insulation on round and flat-oval duct elbows with individually mitered gores cut to fit the elbow.
7. Insulate duct stiffeners, hangers, and flanges that protrude beyond insulation surface with 6-inch wide strips of same material used to insulate duct. Secure on alternating sides of stiffener, hanger, and flange with pins spaced 6 inches o.c.

## 3.7 FIELD-APPLIED JACKET INSTALLATION

A. Where FSK jackets are indicated, install as follows:

1. Draw jacket material smooth and tight.
2. Install lap or joint strips with same material as jacket.
3. Secure jacket to insulation with manufacturer's recommended adhesive.
4. Install jacket with 1-1/2-inch (38-mm) laps at longitudinal seams and 3-inch- (75-mm-) wide joint strips at end joints.
5. Seal openings, punctures, and breaks in vapor-retarder jackets and exposed insulation with vapor-barrier mastic.

B. Where PVC jackets are indicated, install with 1-inch (25-mm) overlap at longitudinal seams and end joints; for horizontal applications, install with longitudinal seams along top and bottom of tanks and vessels. Seal with manufacturer's recommended adhesive.

1. Apply two continuous beads of adhesive to seams and joints, one bead under lap and the finish bead along seam and joint edge.

## 3.8 FINISHES

A. Duct, Equipment, and Pipe Insulation with ASJ or Other Paintable Jacket Material: Paint jacket with paint system identified below and as specified in Division 09 painting Sections.

1. Flat Acrylic Finish: Two finish coats over a primer that is compatible with jacket material and finish coat paint. Add fungicidal agent to render fabric mildew proof.

a. Finish Coat Material: Interior, flat, latex-emulsion size.

B. Flexible Elastomeric Thermal Insulation: After adhesive has fully cured, apply two coats of insulation manufacturer's recommended protective coating.

C. Color: Final color as selected by Architect. Vary first and second coats to allow visual inspection of the completed Work.

## 3.9 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Tests and Inspections:

1. Inspect ductwork, randomly selected by Architect, by removing field-applied jacket and insulation in layers in reverse order of their installation. Extent of inspection shall be limited to one location for each duct system defined in the "Duct Insulation Schedule, General" Article.
2. Inspect field-insulated equipment, randomly selected by Architect, by removing field-applied jacket and insulation in layers in reverse order of their installation. Extent of inspection shall be limited to one location for each type of equipment defined in the "Equipment Insulation Schedule" Article. For large equipment, remove only a portion adequate to determine compliance.

C. All insulation applications will be considered defective Work if sample inspection reveals noncompliance with requirements.

## 3.10 DUCT INSULATION SCHEDULE, GENERAL

A. See below for duct insulation requirements:

1. Indoor, concealed supply and outdoor air.

3.11 DUCT AND PLENUM INSULATION SCHEDULE

| DUCT TYPE | DUCT LOCATION | INSULATION R VALUE | INSULATION TYPE | OTHER REQUIREMENTS |
|---|---|---|---|---|
| Supply, Return | Within Conditioned Space: Concealed and Exposed Within Equipment Rooms | R-7 | Mineral fiber blanket or rigid fiber board. | |

3.12 FIELD-APPLIED JACKET SCHEDULE

A. Indoor:

1. Install jacket over insulation material. For insulation with factory-applied jacket, install the field-applied jacket over the factory-applied jacket.
2. If more than one material is listed, selection from materials listed is Contractor's option.
3. Piping, exposed in Mechanical Room and elsewhere where exposed, up to 8’-0” A.F.F.: PVC: 30 mils thick.
4. Equipment, exposed, Aluminum, 0.024inches thick.

END OF SECTION 230700

# SECTION 233113 - METAL DUCTS

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

A. Section Includes:

1. Single-wall rectangular ducts and fittings.
2. Sheet metal materials.
3. Sealants and gaskets.
4. Hangers and supports.
5. Seismic-restraint devices.
6. Manual volume dampers.

B. Related Sections:

1. Division 23 Section "Air Duct Accessories" for dampers, sound-control devices, duct-mounting access doors and panels, turning vanes, and flexible ducts.

### 1.3 PERFORMANCE REQUIREMENTS

A. Delegated Duct Design: Duct construction, including sheet metal thicknesses, seam and joint construction, reinforcements, and hangers and supports, shall comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" except sealant class, pressure class, and performance requirements and design criteria shall be as indicated in "Duct Schedule" Article and not on drawings.

B. Structural Performance: Duct hangers and supports and seismic restraints shall withstand the effects of gravity and seismic loads and stresses within limits and under conditions described in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" and SMACNA's "Seismic Restraint Manual: Guidelines for Mechanical Systems."

1. Seismic Design Category D.

C. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1.

1.4 SUBMITTALS

A. Product Data: For each type of the following products:

B.

1. Sealants and gaskets.
2. Seismic-restraint devices.

C. Shop Drawings:

1. Fabrication, assembly, and installation, including plans, elevations, sections, components, and attachments to other work.
2. Factory- and shop-fabricated ducts and fittings.
3. Duct layout indicating sizes, configuration, and static-pressure classes.
4. Elevation of top of ducts.
5. Dimensions of main duct runs from building grid lines.
6. Fittings.
7. Reinforcement and spacing.
8. Seam and joint construction.
9. Penetrations through fire-rated and other partitions.
10. Equipment installation based on equipment being used on Project.
11. Locations for duct accessories, including dampers, turning vanes, and access doors and panels.
12. Hangers and supports, including methods for duct and building attachment, seismic restraints, and vibration isolation.
13. Detail duct accessories fabrication and installation in ducts for the following:

    a. Manual volume damper installations.

D. Coordination Drawings: Plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:

1. Duct installation in congested spaces, indicating coordination with general construction, building components, and other building services. Indicate proposed changes to duct layout.
2. Suspended ceiling components.
3. Structural members to which duct will be attached.
4. Size and location of initial access modules for acoustical tile.
5. Penetrations of smoke barriers and fire-rated construction.
6. Items penetrating finished ceiling including the following:

    a. Lighting fixtures.
    b. Air outlets and inlets.
    c. Speakers.
    d. Sprinklers.
    e. Access panels.
    f. Perimeter moldings.

1.5 QUALITY ASSURANCE

A. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1, Section 5 - "Systems and Equipment" and Section 7 - "Construction and System Start-Up."

B. ASHRAE/IESNA Compliance: Applicable requirements in ASHRAE/IESNA 90.1, Section 6.4.4 - "HVAC System Construction and Insulation."

C. Welding Qualifications: Qualify procedures and personnel according to AWS D9.1M/D9.1, "Sheet Metal Welding Code," for duct joint and seam welding.

D. Welding Qualifications: Qualify procedures and personnel according to the following:

E.

1. AWS D9.1M/D9.1, "Sheet Metal Welding Code," for duct joint and seam welding.

PART 2 - PRODUCTS

2.1 SINGLE-WALL RECTANGULAR DUCTS AND FITTINGS

A. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" based on indicated static-pressure class unless otherwise indicated.

B. Transverse Joints: Select joint types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-1, "Rectangular Duct/Transverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

C. Longitudinal Seams: Select seam types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-2, "Rectangular Duct/Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

D. Elbows, Transitions, Offsets, Branch Connections, and Other Duct Construction: Select types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 4, "Fittings and Other Construction," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

## 2.2 SHEET METAL MATERIALS

A. General Material Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.

B. Galvanized Sheet Steel: Comply with ASTM A 653/A 653M.

1. Galvanized Coating Designation: G60.
2. Finishes for Surfaces Exposed to View: Mill phosphatized.

C. Reinforcement Shapes and Plates: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.

1. Where black- and galvanized-steel shapes and plates are used to reinforce aluminum ducts, isolate the different metals with butyl rubber, neoprene, or EPDM gasket materials.

D. Tie Rods: Galvanized steel, 1/4-inch (6-mm) minimum diameter for lengths 36 inches (900 mm) or less; 3/8-inch (10-mm) minimum diameter for lengths longer than 36 inches (900 mm).

E. Stainless-Steel Sheets: Comply with ASTM A 480/A 480M, Type 304 or 316, as indicated in the "Duct Schedule" Article; cold rolled, annealed, sheet. Exposed surface finish shall be No. 2B, No. 2D, No. 3, or No. 4 as indicated in the "Duct Schedule" Article.

## 2.3 SEALANT AND GASKETS

A. General Sealant and Gasket Requirements: Surface-burning characteristics for sealants and gaskets shall be a maximum flame-spread index of 25 and a maximum smoke-developed index of 50 when tested according to UL 723; certified by an NRTL.

B. Two-Part Tape Sealing System:

1. Tape: Woven cotton fiber impregnated with mineral gypsum and modified acrylic/silicone activator to react exothermically with tape to form hard, durable, airtight seal.
2. Tape Width: 4 inches.
3. Sealant: Modified styrene acrylic.
4. Water resistant.
5. Mold and mildew resistant.
6. Maximum Static-Pressure Class: 10-inch wg, positive and negative.
7. Service: Indoor and outdoor.
8. Service Temperature: Minus 40 to plus 200 deg F.
9. Substrate: Compatible with galvanized sheet steel, stainless steel, or aluminum.
10. For indoor applications, use sealant that has a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

C. Water-Based Joint and Seam Sealant:

1. Application Method: Brush on.
2. Solids Content: Minimum 65 percent.
3. Shore A Hardness: Minimum 20.
4. Water resistant.
5. Mold and mildew resistant.
6. VOC: Maximum 75 g/L (less water).
7. Maximum Static-Pressure Class: 10-inch wg, positive and negative.
8. Service: Indoor or outdoor.
9. Substrate: Compatible with galvanized sheet steel, stainless steel, or aluminum sheets.

D. Flanged Joint Sealant: Comply with ASTM C 920.

1. General: Single-component, acid-curing, silicone, elastomeric.
2. Type: S.
3. Grade: NS.
4. Class: 25.
5. Use: O.
6. For indoor applications, use sealant that has a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

E. Flange Gaskets: Butyl rubber, neoprene, or EPDM polymer with polyisobutylene plasticizer.

## 2.4 HANGERS AND SUPPORTS

A. Hanger Rods for Noncorrosive Environments: Cadmium-plated steel rods and nuts.

B. Hanger Rods for Corrosive Environments: Electrogalvanized, all-thread rods or galvanized rods with threads painted with zinc-chromate primer after installation.

C. Strap and Rod Sizes: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1, "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct."

D. Steel Cables for Galvanized-Steel Ducts: Galvanized steel complying with ASTM A 603.

E. Steel Cable End Connections: Cadmium-plated steel assemblies with brackets, swivel, and bolts designed for duct hanger service; with an automatic-locking and clamping device.

F. Duct Attachments: Sheet metal screws, blind rivets, or self-tapping metal screws; compatible with duct materials.

G. Trapeze and Riser Supports:

1. Supports for Galvanized-Steel Ducts: Galvanized-steel shapes and plates.
2. Supports for Stainless-Steel Ducts: Stainless-steel shapes and plates.
3. Supports for Aluminum Ducts: Aluminum or galvanized steel coated with zinc chromate.

## 2.5 SEISMIC-RESTRAINT DEVICES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Cooper B-Line, Inc.; a division of Cooper Industries.
2. Ductmate Industries, Inc.
3. Hilti Corp.
4. Kinetics Noise Control.
5. Loos & Co.; Cableware Division.
6. Mason Industries.
7. TOLCO; a brand of NIBCO INC.
8. Unistrut Corporation; Tyco International, Ltd.

B. General Requirements for Restraint Components: Rated strengths, features, and applications shall be as defined in reports by an agency acceptable to authorities having jurisdiction.

1. Structural Safety Factor: Allowable strength in tension, shear, and pullout force of components shall be at least four times the maximum seismic forces to which they will be subjected.

C. Channel Support System: Shop- or field-fabricated support assembly made of slotted steel channels rated in tension, compression, and torsion forces and with accessories for attachment to braced component at one end and to building structure at the other end. Include matching components and corrosion-resistant coating.

D. Restraint Cables: ASTM A 603, galvanized-steel cables with end connections made of cadmium-plated steel assemblies with brackets, swivel, and bolts designed for restraining cable service; and with an automatic-locking and clamping device or double-cable clips.

E. Hanger Rod Stiffener: Steel tube or steel slotted-support-system sleeve with internally bolted connections to hanger rod.

F. Mechanical Anchor Bolts: Drilled-in and stud-wedge or female-wedge type. Select anchor bolts with strength required for anchor and as tested according to ASTM E 488.

## 2.6 DUCT LINER

A. Fibrous-Glass Duct Liner: Comply with ASTM C 1071, NFPA 90A, or NFPA 90B; and with NAIMA AH124, "Fibrous Glass Duct Liner Standard."

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. CertainTeed Corporation; Insulation Group.
b. Johns Manville.
c. Knauf Insulation.

d. Owens Corning.
e. Maximum Thermal Conductivity:

1) Type I, Flexible: 0.27 Btu x in./h x sq. ft. x deg F (0.039 W/m x K) at 75 deg F (24 deg C) mean temperature.
2) Type II, Rigid: 0.23 Btu x in./h x sq. ft. x deg F (0.033 W/m x K) at 75 deg F (24 deg C) mean temperature.

2. Antimicrobial Erosion-Resistant Coating: Apply to the surface of the liner that will form the interior surface of the duct to act as a moisture repellent and erosion-resistant coating. Antimicrobial compound shall be tested for efficacy by an NRTL and registered by the EPA for use in HVAC systems.
3. Water-Based Liner Adhesive: Comply with NFPA 90A or NFPA 90B and with ASTM C 916.

a. For indoor applications, adhesive shall have a VOC content of 80 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
b. Adhesive shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

B. Flexible Elastomeric Duct Liner: Preformed, cellular, closed-cell, sheet materials complying with ASTM C 534, Type II, Grade 1; and with NFPA 90A or NFPA 90B.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Aeroflex USA Inc.
b. Armacell LLC.
c. Rubatex International, LLC

2. Surface-Burning Characteristics: Maximum flame-spread index of 25 and maximum smoke-developed index of 50 when tested according to UL 723; certified by an NRTL.
3. Liner Adhesive: As recommended by insulation manufacturer and complying with NFPA 90A or NFPA 90B.

a. For indoor applications, adhesive shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
b. Adhesive shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

## 2.7 MANUAL VOLUME DAMPERS

A. Standard, Steel, Manual Volume Dampers:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

    a. Air Balance Inc.; a division of Mestek, Inc.
    b. Flexmaster U.S.A., Inc.
    c. METALAIRE, Inc.
    d. Nailor Industries Inc.
    e. Pottorff; a division of PCI Industries, Inc.
    f. Ruskin Company.
    g. Trox USA Inc.
    h. Vent Products Company, Inc.

2. Standard leakage rating, with linkage outside airstream.
3. Suitable for horizontal or vertical applications.
4. Frames:

    a. Hat-shaped, galvanized-steel channels, 0.064-inch minimum thickness.
    b. Mitered and welded corners.
    c. Flanges for attaching to walls and flangeless frames for installing in ducts.

5. Blades:

    a. Multiple or single blade.
    b. Parallel- or opposed-blade design.
    c. Stiffen damper blades for stability.
    d. Galvanized-steel, 0.064 inch thick.

6. Blade Axles: Galvanized steel.
7. Bearings:

    a. Oil-impregnated bronze.
    b. Dampers in ducts with pressure classes of 3-inch wg or less shall have axles full length of damper blades and bearings at both ends of operating shaft.

8. Tie Bars and Brackets: Galvanized steel.

B. Standard, Aluminum, Manual Volume Dampers:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

    a. Air Balance Inc.; a division of Mestek, Inc.
    b. Flexmaster U.S.A., Inc.
    c. METALAIRE, Inc.
    d. Nailor Industries Inc.
    e. Pottorff; a division of PCI Industries, Inc.
    f. Ruskin Company.

g. Trox USA Inc.

2. Standard leakage rating, with linkage outside airstream.
3. Suitable for horizontal or vertical applications.
4. Frames: Hat-shaped, 0.10-inch thick, aluminum sheet channels; frames with flanges for attaching to walls and flangeless frames for installing in ducts.
5. Blades:

   a. Multiple or single blade.
   b. Parallel- or opposed-blade design.
   c. Stiffen damper blades for stability.
   d. Roll-Formed Aluminum Blades: 0.10-inch thick aluminum sheet.
   e. Extruded-Aluminum Blades: 0.050-inch thick extruded aluminum.

6. Blade Axles: Galvanized steel.
7. Bearings:

   a. Oil-impregnated bronze.
   b. Dampers in ducts with pressure classes of 3-inch wg or less shall have axles full length of damper blades and bearings at both ends of operating shaft.

8. Tie Bars and Brackets: Aluminum.

C. Jackshaft:

1. Size: 1-inch diameter.
2. Material: Galvanized-steel pipe rotating within pipe-bearing assembly mounted on supports at each mullion and at each end of multiple-damper assemblies.
3. Length and Number of Mountings: As required to connect linkage of each damper in multiple-damper assembly.

D. Damper Hardware:

1. Zinc-plated, die-cast core with dial and handle made of 3/32-inch thick zinc-plated steel, and a 3/4-inch hexagon locking nut.
2. Include center hole to suit damper operating-rod size.
3. Include elevated platform for insulated duct mounting.

## PART 3 - EXECUTION

### 3.1 DUCT INSTALLATION

A. Drawing plans, schematics, and diagrams indicate general location and arrangement of duct system. Indicated duct locations, configurations, and arrangements were used to size ducts and calculate friction loss for air-handling equipment sizing and for other design considerations. Install duct systems as indicated unless deviations to layout are approved on Shop Drawings and Coordination Drawings.

B. Install ducts according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" unless otherwise indicated.

C. Install round and flat-oval ducts in maximum practical lengths.

D. Install ducts with fewest possible joints.

E. Install factory- or shop-fabricated fittings for changes in direction, size, and shape and for branch connections.

F. Unless otherwise indicated, install ducts vertically and horizontally, and parallel and perpendicular to building lines.

G. Install ducts close to walls, overhead construction, columns, and other structural and permanent enclosure elements of building.

H. Install ducts with a clearance of 1 inch, plus allowance for insulation thickness.

I. Route ducts to avoid passing through transformer vaults and electrical equipment rooms and enclosures.

J. Where ducts pass through non-fire-rated interior partitions and exterior walls and are exposed to view, cover the opening between the partition and duct or duct insulation with sheet metal flanges of same metal thickness as the duct. Overlap openings on four sides by at least 1-1/2 inches.

K. Where ducts pass through fire-rated interior partitions and exterior walls, install fire dampers. Comply with requirements in Division 23 Section "Air Duct Accessories" for fire and smoke dampers.

L. Protect duct interiors from moisture, construction debris and dust, and other foreign materials. Comply with SMACNA's "IAQ Guidelines for Occupied Buildings Under Construction," Appendix G, "Duct Cleanliness for New Construction Guidelines."

M. Install volume dampers at points on supply, return, and exhaust systems where branches extend from larger ducts. Where dampers are installed in ducts having duct liner, install dampers with hat channels of same depth as liner, and terminate liner with nosing at hat channel.

1. Install steel volume dampers in steel ducts.
2. Install aluminum volume dampers in aluminum ducts.
3. Volume dampers not required between AHU discharge and VAV terminal units.

## 3.2 INSTALLATION OF EXPOSED DUCTWORK

A. Protect ducts exposed in finished spaces from being dented, scratched, or damaged.

B. Trim duct sealants flush with metal. Create a smooth and uniform exposed bead. Do not use two-part tape sealing system.

C. Grind welds to provide smooth surface free of burrs, sharp edges, and weld splatter. When welding stainless steel with a No. 3 or 4 finish, grind the welds flush, polish the exposed welds, and treat the welds to remove discoloration caused by welding.

D. Maintain consistency, symmetry, and uniformity in the arrangement and fabrication of fittings, hangers and supports, duct accessories, and air outlets.

E. Repair or replace damaged sections and finished work that does not comply with these requirements.

## 3.3 DUCT SEALING

A. Seal ducts for duct static-pressure, seal classes, and leakage classes specified in "Duct Schedule" Article according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

## 3.4 HANGER AND SUPPORT INSTALLATION

A. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 5, "Hangers and Supports."

B. Building Attachments: Fasteners appropriate for construction materials to which hangers are being attached.

1. Where practical, install concrete inserts before placing concrete.
2. Do not use powder-actuated concrete.
3. Do not use powder-actuated concrete fasteners for seismic restraints.

C. Hanger Spacing: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1, "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct," for maximum hanger spacing; install hangers and supports within 24 inches of each elbow and within 48 inches of each branch intersection.

D. Hangers Exposed to View: Threaded rod and angle or channel supports.

E. Support vertical ducts with steel angles or channel secured to the sides of the duct with welds, bolts, sheet metal screws, or blind rivets; support at each floor and at a maximum intervals of 16 feet.

F. Install upper attachments to structures. Select and size upper attachments with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

## 3.5 SEISMIC-RESTRAINT-DEVICE INSTALLATION

A. Install ducts with hangers and braces designed to support the duct and to restrain against seismic forces required by applicable building codes. Comply with SMACNA's "Seismic Restraint Manual: Guidelines for Mechanical Systems."

1. Space lateral supports a maximum of 40 feet o.c., and longitudinal supports a maximum of 80 feet o.c.
2. Brace a change of direction longer than 12 feet.

B. Select seismic-restraint devices with capacities adequate to carry present and future static and seismic loads.

C. Install cables so they do not bend across edges of adjacent equipment or building structure.

D. Install cable restraints on ducts that are suspended with vibration isolators.

E. Install seismic-restraint devices using methods approved by an agency acceptable to authorities having jurisdiction.

F. Attachment to Structure: If specific attachment is not indicated, anchor bracing and restraints to structure, to flanges of beams, to upper truss chords of bar joists, or to concrete members.

G. Drilling for and Setting Anchors:

1. Identify position of reinforcing steel and other embedded items prior to drilling holes for anchors. Do not damage existing reinforcement or embedded items during drilling. Notify the Architect if reinforcing steel or other embedded items are encountered during drilling. Locate and avoid prestressed tendons, electrical and telecommunications conduit, and gas lines.
2. Do not drill holes in concrete or masonry until concrete, mortar, or grout has achieved full design strength.
3. Wedge Anchors: Protect threads from damage during anchor installation. Heavy-duty sleeve anchors shall be installed with sleeve fully engaged in the structural element to which anchor is to be fastened.
4. Set anchors to manufacturer's recommended torque, using a torque wrench.
5. Install zinc-coated steel anchors for interior applications and stainless-steel anchors for applications exposed to weather.

## 3.6 CONNECTIONS

A. Make connections to equipment with flexible connectors complying with Division 23 Section "Air Duct Accessories."

B. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for indicated branch, outlet and inlet, and terminal unit connections.

## 3.7 PAINTING

A. Paint interior of metal ducts that are visible through registers and grilles. Apply one coat of flat, black, latex paint over a compatible galvanized-steel primer. Paint materials and application requirements are specified in Division 09 painting Sections.

B. Paint exposed ductwork to match surroundings-color as approved by the Architect.

## 3.8 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Leakage Tests:

1. Comply with SMACNA's "HVAC Air Duct Leakage Test Manual." Submit a test report for each test.
2. Test the following systems:

    a. Ducts with a Pressure Class Higher Than 3-Inch wg: Test representative duct sections, selected by Architect from sections installed, totaling no less than 50 percent of total installed duct area for each designated pressure class.
    b. Supply Ducts with a Pressure Class of 3-Inch wg or less: Test representative duct sections, selected by Architect from sections installed] totaling no less than 50 percent of total installed duct area for each designated pressure class.
    c. Return Ducts with a Pressure Class of 2-Inch wg or Higher: Test representative duct sections, selected by Architect from sections installed, totaling no less than 50 percent of total installed duct area for each designated pressure class.
    d. Exhaust Ducts with a Pressure Class of 2-Inch wg or Higher: Test representative duct sections, selected by Architect from sections installed] totaling no less than 50 percent of total installed duct area for each designated pressure class.

3. Disassemble, reassemble, and seal segments of systems to accommodate leakage testing and for compliance with test requirements.
4. Test for leaks before applying external insulation.
5. Conduct tests at static pressures equal to maximum design pressure of system or section being tested. If static-pressure classes are not indicated, test system at maximum system design pressure. Do not pressurize systems above maximum design operating pressure.
6. Give seven days' advance notice for testing.

C. Duct System Cleanliness Tests:

1. Visually inspect duct system to ensure that no visible contaminants are present.
2. Test sections of metal duct system, chosen randomly by Owner, for cleanliness according to "Vacuum Test" in NADCA ACR, "Assessment, Cleaning and Restoration of HVAC Systems."

    a. Acceptable Cleanliness Level: Net weight of debris collected on the filter media shall not exceed 0.75 mg/100 sq. cm.

D. Duct system will be considered defective if it does not pass tests and inspections.

E. Prepare test and inspection reports.

## 3.9 DUCT CLEANING

A. Clean duct system(s) before testing, adjusting, and balancing.

B. Clean the following components by removing surface contaminants and deposits:

1. Air outlets and inlets (registers, grilles, and diffusers).
2. Supply, return, and exhaust fans including fan housings, plenums (except ceiling supply and return plenums), scrolls, blades or vanes, shafts, baffles, dampers, and drive assemblies.
3. Air-handling unit internal surfaces and components including mixing box, coil section, air wash systems, spray eliminators, condensate drain pans, humidifiers and dehumidifiers, filters and filter sections, and condensate collectors and drains.
4. Coils and related components.
5. Return-air ducts, dampers, actuators, and turning vanes except in ceiling plenums and mechanical equipment rooms.
6. Supply-air ducts, dampers, actuators, and turning vanes.
7. Dedicated exhaust and ventilation components and makeup air systems.

C. Mechanical Cleaning Methodology:

1. Clean metal duct systems using mechanical cleaning methods that extract contaminants from within duct systems and remove contaminants from building.
2. Use vacuum-collection devices that are operated continuously during cleaning. Connect vacuum device to downstream end of duct sections so areas being cleaned are under negative pressure.
3. Use mechanical agitation to dislodge debris adhered to interior duct surfaces without damaging integrity of metal ducts, or duct accessories.
4. Clean coils and coil drain pans according to NADCA 1992. Keep drain pan operational. Rinse coils with clean water to remove latent residues and cleaning materials; comb and straighten fins.
5. Provide drainage and cleanup for wash-down procedures.
6. Antimicrobial Agents and Coatings: Apply EPA-registered antimicrobial agents if fungus is present. Apply antimicrobial agents according to manufacturer's written instructions after removal of surface deposits and debris.

## 3.10 START UP

A. Air Balance: Test, Adjust, and Balancing HVAC system for specified airflows.

3.11 DUCT SCHEDULE

A. Fabricate ducts with galvanized sheet steel except as otherwise indicated.

B. Supply Ducts:

C.

1. Ducts Connected downstream of Terminal Units (VAV-X):

a. Pressure Class: Positive 1-inch wg.
b. Minimum SMACNA Seal Class: A.
c. SMACNA Leakage Class for Rectangular: 6.
d. SMACNA Leakage Class for Round and Flat Oval: 6.

2. Ducts Connected to Variable-Air-Volume Air-Handling Units:

a. Pressure Class: Positive 4-inch wg.
b. Minimum SMACNA Seal Class: A.
c. SMACNA Leakage Class for Rectangular: 6.
d. SMACNA Leakage Class for Round and Flat Oval: 6.

3. Ducts Connected to Equipment Not Listed Above:

a. Pressure Class: Positive 2-inch wg.
b. Minimum SMACNA Seal Class: A.
c. SMACNA Leakage Class for Rectangular: 6.
d. SMACNA Leakage Class for Round and Flat Oval: 6.

D. Return Ducts:

E.

1. Ducts Connected to Air-Handling Units:

a. Pressure Class: Negative 2-inch wg.
b. Minimum SMACNA Seal Class: A.
c. SMACNA Leakage Class for Rectangular: 6.
d. SMACNA Leakage Class for Round and Flat Oval: 6.

2. Ducts Connected to Equipment Not Listed Above:

a. Pressure Class: Negative 2-inch wg.
b. Minimum SMACNA Seal Class: a.
c. SMACNA Leakage Class for Rectangular: 6.
d. SMACNA Leakage Class for Round and Flat Oval: 6.

F. Intermediate Reinforcement:

1. Galvanized-Steel Ducts: Galvanized steel or carbon steel coated with zinc-chromate primer.
2. Stainless-Steel Ducts:

    a. Exposed to Airstream: Match duct material.
    b. Not Exposed to Airstream: Match duct material.

3. Aluminum Ducts: Aluminum.

G. Elbow Configuration:

H.

1. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-2, "Rectangular Elbows."

    a. Radius Type RE 1 with minimum 1.5 radius-to-diameter ratio.
    b. Mitered Type RE 2 with vanes complying with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-3, "Vanes and Vane Runners," and Figure 4-4, "Vane Support in Elbows."

2. Round Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-4, "Round Duct Elbows."

    a. Minimum Radius-to-Diameter Ratio and Elbow Segments: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible".

        1) Radius-to Diameter Ratio: 1.5.

    b. Round Elbows, 12 Inches and Smaller in Diameter: Stamped or pleated.
    c. Round Elbows, 14 Inches and Larger in Diameter: Standing seam.

I. Branch Configuration:

J.

1. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-6, "Branch Connection."

    a. Rectangular Main to Rectangular Branch: 45-degree entry.
    b. Rectangular Main to Round Branch: 45-degree entry.

2. Round and Flat Oval: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-5, "90 Degree Tees and Laterals," and Figure 3-6, "Conical Tees." Saddle taps are permitted in existing duct.

    a. Velocity 1000 fpm or Lower: 90º tee with oval to round tap.
    b. Velocity 1000 to 1500 fpm: 90º tee with oval to round tap.
    c. Velocity 1500 fpm or Higher: 90º tee with oval to round tap.

END OF SECTION 233113

# SECTION 233713 - DIFFUSERS, REGISTERS, AND GRILLES

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

A. Section Includes:

1. Square ceiling diffusers and grilles.

### 1.3 SUBMITTALS

A. Product Data: For each type of product indicated, include the following:

1. Data Sheet: Indicate materials of construction, finish, and mounting details; and performance data including throw and drop, static-pressure drop, and noise ratings.

## PART 2 - PRODUCTS

### 2.1 CEILING DIFFUSERS / GRILLES

A. Security Diffusers / Grille:

1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:

a. A-J Manufacturing Co., Inc.
b. Anemostat Products; a Mestek company.
c. Carnes.
d. Hart & Cooley Inc.
e. KEES, Inc.
f. Krueger.
g. Nailor Industries Inc.
h. Price Industries.
i. Titus.
j. Tuttle & Bailey.

2. Security Level: Medium and suicide deterrent.

3. Application: Ducted return.
4. Material: Steel.
5. Material Thickness: 0.19 inch (4.8 mm)
6. Finish: Baked enamel, color selected by Architect.
7. Face Arrangement:

    a. Shape: Rectangular.
    b. Design: Perforated
    c. Frame: Yes.
    d. Deflection: Zero degrees.
    e. Core: None.
    f. 3/16-inch- (5-mm-) thick perforated faceplate with 5/16-inch- (8-mm-) diameter holes spaced 7/16 inch (11 mm) o.c., staggered at 60 degrees.

8. Wall Sleeve: 3/16 inch (5 mm) welded to face.
9. Mounting: 1-by-1-by-3/16-inch (25-by-25-by-5-mm) retaining angle frame.

## 2.2 SOURCE QUALITY CONTROL

A. Verification of Performance: Rate diffusers, registers, and grilles according to ASHRAE 70, "Method of Testing for Rating the Performance of Air Outlets and Inlets."

# PART 3 - EXECUTION

## 3.1 INSTALLATION

A. Install diffusers, registers, and grilles level and plumb.

B. Ceiling-Mounted Outlets and Inlets: Drawings indicate general arrangement of ducts, fittings, and accessories. Air outlet and inlet locations have been indicated to achieve design requirements for air volume, noise criteria, airflow pattern, throw, and pressure drop. Make final locations where indicated, as much as practical. For units installed in lay-in ceiling panels, locate units in the center of panel. Where architectural features or other items conflict with installation, notify Architect for a determination of final location.

C. Install diffusers, registers, and grilles with airtight connections to ducts and to allow service and maintenance of dampers, air extractors, and fire dampers.

## 3.2 ADJUSTING

A. After installation, adjust diffusers, registers, and grilles to air patterns indicated, or as directed, before starting air balancing.

3.3 START UP

A. Air Balance: Test, Adjust, and Balancing HVAC system for specified airflows.

END OF SECTION 233713

# SECTION 260500 - COMMON WORK RESULTS FOR ELECTRICAL

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

A. Section Includes:

1. Electrical equipment coordination and installation.
2. Sleeves for raceways and cables.
3. Fire Rated Sleeves for cables.
4. Grout.
5. Common electrical installation requirements.
6. Utility company coordination requirements.

### 1.3 REFERENCES

A. Abbreviations and Acronyms for Electrical Terms and Units of Measure:

1. 8PSJ or 8P8C: Miniature 8-position series jack, also called an 8-position 8-contact modular jack for some applications.
2. A: Ampere, unit of electrical current.
3. AC or ac: Alternating current.
4. AF : Amp Frame
5. AFCI: Arc-fault circuit interrupter.
6. AIC: Ampere interrupting capacity.
7. AL, Al, or ALUM: Aluminum.
8. AP: Wireless access point
9. ASD: Adjustable-speed drive.
10. AT: Amp Trip
11. ATS: Automatic transfer switch.
12. AV: Audio-Video, audio-visual
13. AWG: American wire gauge; see ASTM B258.
14. BAS: Building automation system.
15. BIL: Basic impulse insulation level.
16. BIM: Building information modeling.
17. BJ: Bonding jumper
18. BKR: Breaker
19. BMS: Building Management System

20. C: Conduit
21. CAD: Computer-aided design or drafting.
22. CATV: Community antenna television, Cable Television
23. CB: Circuit breaker.
24. CCTV: Closed circuit television
25. CFCI: Contractor furnished contractor installed
26. CKT: Circuit
27. CO/ALR: Copper-aluminum, revised.
28. COPS: Critical operations power system.
29. CU or Cu: Copper.
30. CU-AL or AL-CU: Copper-aluminum.
31. dB or DB: Decibel, a unitless logarithmic ratio of two electrical, acoustical, or optical power values.
32. dB(A-weighted) or dB(A): Decibel acoustical sound pressure level with A-weighting applied in accordance with IEC 61672-1.
33. dB(adjusted) or dBa: Decibel weighted absolute noise power with respect to 3.16 pW (minus 85 dBm).
34. dBm: Decibel absolute power with respect to 1 mW.
35. DC or dc: Direct current.
36. DCOA: Designated critical operations area.
37. DDC: Direct digital control (HVAC).
38. DISC: Disconnect
39. DP: Distribution Panelboard
40. DW: Dishwasher
41. ECS: Emergency communication system
42. EGB: Electrical grounding busbar
43. EGC: Equipment grounding conductor.
44. EMD: Estimated maximum demand.
45. EMGB: Electrical main grounding busbar
46. EMF: Electromotive force.
47. EMI: Electromagnetic interference.
48. EP: Explosion proof
49. EPM: Electrical preventive maintenance.
50. EPS: Emergency power supply.
51. EPSS: Emergency power supply system.
52. ER: Existing to be relocated
53. ERMS: Energy reduction maintenance switch
54. ESS: Energy storage system.
55. EV: Electric vehicle.
56. EVPE: Electric vehicle power export equipment.
57. EVSE: Electric vehicle supply equipment.
58. EWC: Electric water cooler
59. FA: Fire Alarm
60. FAA: Fire alarm annunciator
61. FACP: Fire alarm control panel
62. FC or fc: Footcandle, a unit of illuminance equal to one lumen per square foot.
63. FLA: Full load amps
64. FLC: Full-load current.
65. FS: Flow Switch

66. FSD: Fire smoke damper
67. ft.: Foot.
68. G or GND: Equipment grounding conductor
69. GEC: Grounding electrode conductor.
70. GEN: Generator
71. GFI or GFCI: Ground-fault circuit interrupter.
72. GFPE: Ground-fault protection of equipment.
73. GND: Ground.
74. HACR: Heating, air conditioning, and refrigeration.
75. HDPE: High-density polyethylene.
76. HID: High-intensity discharge.
77. HH: Handhole
78. HOA: Hand-off-automatic
79. HP or hp: Horsepower.
80. HVAC: Heating, ventilating, and air conditioning.
81. Hz: Hertz.
82. IBT: Intersystem bonding termination.
83. IC: Intercom
84. IG: Isolated ground.
85. inch: Inch. To avoid confusion, the abbreviation "in." is not used.
86. IP: Ingress protection rating (enclosures); Internet protocol (communications).
87. IR: Infrared.
88. IS: Intrinsically safe.
89. IT&R: Inspecting, testing, and repair.
90. ITE: Information technology equipment.
91. JB: Junction Box
92. KAIC or kAIC: Kiloampere interrupting capacity.
93. kcmil or MCM: One thousand circular mils.
94. KV or kV: Kilovolt.
95. KVA or kVA: Kilovolt-ampere.
96. kVAr or kVAR: Kilovolt-ampere reactive.
97. KW or kW: Kilowatt.
98. kWh: Kilowatt-hour.
99. LAN: Local area network.
100. LT: Light
101. LTG: Lighting
102. lb: Pound (weight).
103. LCD: Liquid-crystal display.
104. LCDI: Leakage-current detector-interrupter.
105. LED: Light-emitting diode.
106. LNG: Liquefied natural gas.
107. LP-Gas: Liquefied petroleum gas.
108. LRC: Locked-rotor current.
109. MCA: Minimum circuit ampacity
110. MCB: Main circuit breaker
111. MCC: Motor-control center.
112. MDC: Modular data center.
113. MG set: Motor-generator set.
114. MH: Manhole

115. MIDI: Musical instrument digital interface.
116. MLO: Main lugs only.
117. MOCP: Maximum overcurrent protection
118. MRTS: Motor rated toggle switch
119. MSB: Main switchboard
120. MTD: Mounted
121. MTG: Mounting
122. MTS: Main transfer switch
123. MVA: Megavolt-ampere.
124. mW: Milliwatt.
125. MW: Megawatt.
126. MWh: Megawatt-hour.
127. N: Neutral
128. N.C. or NC: Normally closed.
129. NF: Non-fused
130. NiCd: Nickel cadmium.
131. NIU: Network interface unit.
132. NL: Night light.
133. N.O. or NO: Normally open.
134. NPT: National (American) standard pipe taper.
135. OCPD: Overcurrent protective device.
136. OFCI: Owner furnished contractor installed.
137. ONT: Optical network terminal.
138. P: Pole – referring to an electrical position in a panel
139. PA: Public address
140. PB: Pull box
141. PC: Personal computer.
142. PCS: Power conversion system.
143. PCU: Power-conditioning unit.
144. PF or pf: Power factor.
145. PH or ph: Phase
146. PHEV: Plug-in hybrid electric vehicle.
147. PIV: Post indicator valve.
148. PLC: Programmable logic controller.
149. PLFA: Power-limited fire alarm.
150. PoE: Power over Ethernet.
151. PV: Photovoltaic.
152. PVC: Polyvinyl chloride.
153. pW: Picowatt.
154. PWR: Power.
155. RCP: Reflected ceiling plan.
156. RECPT: Receptacle.
157. REF: Reference.
158. RFI: Radio-frequency interference (electrical); Request for interpretation (contract).
159. RMS or rms: Root-mean-square.
160. RPM or rpm: Revolutions per minute.
161. SCADA: Supervisory control and data acquisition.
162. SCCR: Short circuit current rating.
163. SCR: Silicon-controlled rectifier.

164. SD: Smoke damper.
165. SEC: Secondary.
166. SPD: Surge protective device.
167. sq.: Square.
168. SWD: Switching duty.
169. SWBD: Switchboard.
170. TBB: Telecommunications bonding backbone.
171. TC: Time clock.
172. TCP/IP: Transmission control protocol/Internet protocol.
173. TEFC: Totally enclosed fan-cooled.
174. TGB: Telecommunications grounding busbar.
175. TMGB: Telecommunications main grounding busbar.
176. TO: Telecommunications outlet.
177. TR: Telecommunications room.
178. TR: Tamper resistant.
179. TS: Tamper switch.
180. TV: Television.
181. TVSS: Transient voltage surge suppressor.
182. UG : Underground.
183. UL: Underwriters Laboratories, Inc. (standards) or UL LLC (services).
184. UL CCN: UL Category Control Number.
185. UPS: Uninterruptible power supply.
186. USB: Universal serial bus.
187. UV: Ultraviolet.
188. V: Volt, unit of electromotive force.
189. Vac or V(ac): Volt, alternating current.
190. Vdc or V(dc): Volt, direct current.
191. VA: Volt-ampere, unit of complex electrical power.
192. VAR or VAr: Volt-ampere reactive, unit of reactive electrical power.
193. VFC: Variable-frequency controller.
194. VFD: Variable-frequency drive.
195. VOM: Volt-ohm-multimeter.
196. VPN: Virtual private network.
197. VRLA: Valve-regulated lead acid.
198. W: Watt, unit of real electrical power or Wire.
199. WG: Wire guard.
200. Wh: Watt-hour, unit of electrical energy usage.
201. WP: Weather proof.
202. WPT: Wireless power transfer.
203. WPTE: Wireless power transfer equipment.
204. WR: Weather resistant.
205. XFMR: Transformer.

## 1.4 DEFINITIONS

A. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

B. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.

C. "Provide": Furnish and install, complete and ready for the intended use.

## 1.5 ACTION SUBMITTALS

A. Product Data: For Fire Rated Sleeves for cables.

## 1.6 COORDINATION

A. Trade Coordination: Include physical characteristics, electrical characteristics, device layout plans, wiring diagrams, and connections as required per Division 26, Electrical Coordination Documents. For equipment with electrical connections, furnish copy of approved submittal for inclusion in Division 26, Electrical submittal.

B. Location of electrical outlets and equipment:

1. Location of electrical outlets and equipment shown on electrical drawings are diagrammatic. Unless indicated otherwise do not use electrical drawings to locate electrical outlets and equipment.
2. Luminaires and outlets:

    a. Ceiling mounted luminaires and outlets: use architectural reflected ceiling plans and details to determine location unless indicated otherwise.
    b. Wall mounted luminaires and outlets:

        1) Use architectural elevation and section drawings to determine location unless indicated otherwise.
        2) Where architectural elevation and section drawings do not indicate location of wall outlets then locate the outlet within 12 inches of location shown on electrical drawings considering field conditions.
        3) Coordinate location with consideration of owner provided equipment such as wall mounted televisions, white boards, furniture, cabinets and the like.

    c. Floor mounted outlets: use architectural drawings to determine location unless indicated otherwise. If not clearly indicated, then send request for information to Architect.
    d. Cabinet mounted luminaires and outlets: use cabinet details and shop drawings to determine location unless indicated otherwise.
    e. Exterior luminaire poles and bollards: use locations indicated on civil plans and landscape plans unless indicated otherwise
    f. Landscape luminaires: use locations indicated on landscape drawings unless indicated otherwise.

3. Electrical equipment: Utilize approved manufacturer’s shop drawing dimensions to determine location of equipment in space. Comply with NEC 110.26 access, working

space and dedicated equipment space requirements. Maintain manufacturer requirements for maintenance access.

4. Electrical handholes and manholes: use location shown on civil plans unless indicated otherwise.
5. Outdoor Electrical equipment: use location shown on civil plans unless indicated otherwise.

C. Shop Drawings: Provide coordinated shop drawings which include physical characteristics of all systems, device layout plans, and control wiring diagrams. Reference individual Division 26, Electrical specification sections for additional requirements for shop drawings outside of these requirements.

D. Electrical connections to equipment supplied by owner or other trades:

1. Prior to procurement of electrical equipment and field work coordinate with shop drawings and/or manufacturer's installation instructions the actual electrical characteristics of the equipment to be connected.
2. Notify engineer of significant deviations or conflicts between the shop drawings and/or the manufacturer's installation instructions and information in the contract documents.

E. Coordinate arrangement, mounting, and support of electrical equipment:

1. To allow maximum possible headroom unless specific mounting heights that reduce headroom are indicated.
2. To provide for ease of disconnecting the equipment with minimum interference to other installations.
3. To allow right of way for piping and conduit installed at required slope so connecting raceways, cables, wireways, cable trays, and busways will be clear of obstructions and of the working and access space of other equipment.

F. Coordinate installation of required supporting devices and set sleeves in cast-in-place concrete, masonry walls, and other structural components as they are constructed.

G. Coordinate location of access panels and doors for electrical items that are behind finished surfaces or otherwise concealed. Access doors and panels are specified in Division 08 Section "Access Doors and Frames."

H. Coordinate sleeve selection and application with selection and application of firestopping specified in Division 07, Section 078413 "Penetration Firestopping."

I. Coordinate and install wiring for appliances and systems furnished under other specification Divisions or furnished by the Owner. Install electrical wiring in accordance with manufacturer's instructions.:

1. Motorized door operators.
2. Kitchen equipment including walk-in freezer and coolers.
3. Electric water coolers.
4. Exterior signage.
5. Owner provided equipment

1.7 PERMITS AND FEES

A. Owner will pay all charges and/or fees levied by the serving utility companies relative to this project.

B. Obtain and pay all fees for permits, licensing, and inspections applicable to work of Division 26, 27 and 28.

1.8 QUALITY ASSURANCE

A. Regulatory Requirements: Install work and materials to conform with local, State and Federal codes, and other applicable laws and regulations.

B. Drawings are intended to be diagrammatic and reflect the Basis of Design manufacturer's equipment. Drawings are not intended to show every item in its exact location, or details of equipment or proposed systems layout. Verify actual dimensions of systems (i.e. distribution equipment, duct banks, light fixtures, etc.) and equipment proposed to assure that systems and equipment will ft in available space. Contractor is responsible for design and construction costs incurred for equipment other than Basis of Design, including, but not limited to, architectural, structural, electrical, HVAC, fire sprinkler, and plumbing systems.

C. Manufacturer's Instructions: Follow manufacturer's written instructions. If in conflict with Contract Documents, obtain clarification. Notify Engineer/Architect, in writing, before starting work.

D. Items shown on Drawings are not necessarily included in Specifications or vice versa. Confirm requirements in all Contract Documents. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

E. Provide Qualified Personnel that are thoroughly knowledgeable of applicable codes related to electrical systems to perform the electrical work. Installations shall be performed by skilled electrical tradesmen fully aware of the latest techniques, practices, and standards of the industry. Refer to N.E.C. Article 100-Definitions, Qualified Person.

F. Install electrical equipment and components in a neat and workmanlike manner in accordance with recognized practices and industry standards. Refer to N.E.C.110-12. Haphazard or poor installation practice will be cause for rejection of the work.

PART 2 - PRODUCTS

2.1 SUBSTITUTION LIMITATIONS FOR ELECTRICAL EQUIPMENT

A. Substitution requests for electrical equipment will be entertained under the following conditions:

1. Substitution requests may be submitted for consideration if accompanied by value analysis data indicating that substitution will comply with Project performance requirements while significantly increasing value for Owner throughout life of facility.
2. Substitution requests may be submitted for consideration concurrently with submission of power system study reports when those reports indicate that substitution is necessary for safety of maintenance personnel and facility occupants.
3. Contractor is responsible for sequencing and scheduling power system studies and electrical equipment procurement. Insufficient lead time for electrical equipment delivery will not be considered a valid reason for substitution.

## 2.2 SLEEVES FOR RACEWAYS AND CABLES

A. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral water stop, unless otherwise indicated.

B. Sleeves for Rectangular Openings: Galvanized sheet steel.

1. Minimum Metal Thickness:

a. For sleeve cross-section rectangle perimeter less than 50 inches (1270 mm) and no side more than 16 inches (400 mm), thickness shall be 0.052 inch (1.3 mm).
b. For sleeve cross-section rectangle perimeter equal to, or more than, 50 inches (1270 mm) and 1 or more sides equal to, or more than, 16 inches (400 mm), thickness shall be 0.138 inch (3.5 mm).

C. EMT: Electrical Metallic Tubing.

D. PVC: Schedule 40 or 80.

## 2.3 FIRE RATED SLEEVES FOR CABLES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. 3M
2. Hilti
3. Specified Technologies, Inc (STI)
4. Wiremold.

B. Factory assembled rectangular steel pathway containing an intumescent insert material that adjusts automatically to cable addition or subtraction.

C. Sleeve shall have an F Rating equal to or greater than the rating of the wall in which the sleeve is installed.

D. Sleeve shall be UL listed and bear the UL Classification marking.

E. Sleeve shall be tested in accordance with ASTM E814 (ANSI/UL1479).

F. Provide square wall plate kits for single sleeve applications. Provide multi-gang wall/floor plate kits for ganged applications.

G. Subject to compatibility with requirements and field conditions, i.e. sleeve size, wall thickness, etc., acceptable products include the following:

1. 3M Fire Barrier Pass-Through Devices
2. Hilti Speed Sleeves
3. Specified Technologies Inc. EZ-Path Fire Rated Pathway (series 33).
4. Wiremold Flamestopper FS4 Series

## 2.4 GROUT

A. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107, factory-packaged, nonmetallic aggregate grout, noncorrosive, nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.

# PART 3 - EXECUTION

## 3.1 INSTALLATION OF ELECTRICAL WORK

A. Unless more stringent requirements are specified in the Contract Documents or manufacturers' written instructions, comply with NFPA 70 and NECA NEIS 1 for installation of Work specified in Division 26. Consult Architect for resolution of conflicting requirements.

B. Comply with NECA 1.

C. Measure indicated mounting heights to bottom of unit for suspended items and to center of unit for wall-mounting items.

D. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom consistent with these requirements.

E. Equipment: Install to facilitate service, maintenance, and repair or replacement of components of both electrical equipment and other nearby installations. Connect in such a way as to facilitate future disconnecting with minimum interference with other items in the vicinity.

F. Right of Way: Give to piping systems installed at a required slope.

3.2 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Electrical penetrations occur when raceways, cables, wireways, cable trays, or busways penetrate concrete slabs, concrete, masonry and gypsum board walls, or fire-rated floor and wall assemblies.

B. Sleeves are required where cables (not in raceway) penetrate walls or floors. Sleeves are not required where raceways penetrate walls, except where raceways penetrate exterior walls/foundations below grade.

C. Concrete Slabs and Walls: Install sleeves during erection of slabs and walls.

D. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.

E. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.

F. Provide insulated bushings on EMT sleeves for cable not in conduit. Bushings shall be plenum rated where installed in a plenum.

G. Extend sleeves installed in floors 4 inches (100 mm) above finished floor level unless noted otherwise.

H. Size pipe sleeves to provide 1/4-inch (6.4-mm) annular clear space between sleeve and raceway or cable, unless indicated otherwise.

I. Seal space outside of sleeves with grout for penetrations of concrete and masonry.

1. Promptly pack grout solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect grout while curing.

J. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint. Comply with requirements in Division 07, Section 079200 "Joint Sealants."

K. Fire-Rated-Assembly Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at raceway and cable penetrations. Install sleeves and seal raceway and cable penetration sleeves with firestop materials. Comply with requirements in Division 07, Section 078413 "Penetration Firestopping."

L. Underground, Exterior-Wall Penetrations: Install cast-iron pipe or PVC, schedule 40 or 80, sleeves. Size sleeves to allow for 1-inch (25-mm) annular clear space between raceway and sleeve. Cut sleeves to length for mounting flush with both surfaces of walls.

M. Fire Rated Sleeves for cables: Fabricate openings in wall or floor assemblies per manufacturer’s recommendations.

3.3 SLEEVE APPLICATION

A. Sleeves for cables not in conduit:

1. Through Non-Rated Interior Walls: EMT sleeves.
2. Through Non-Rated Floors: EMT sleeves.
3. Through Fire Rated Interior Walls: Fire Rated Sleeves for cables.
4. Through Fire Rated Floors: Fire Rated Sleeves for cables.

B. Sleeves for conduits:

1. Through Exterior Walls Below Grade: Refer to details on structural Drawings. Absent any such details provide cast iron pipe or PVC, Schedule 40 or 80, sleeve two trade sizes larger than the conduit.

C. Sleeves for Cable Trays:

1. Through Non-Rated Interior Walls: Rectangular galvanized sheet metal opening.
2. Through Fire Rated Walls: Stop cable tray 6 inches maximum for each side of wall and provide multiple fire rated sleeves for cables with combined allowable area for cable equal to the capacity of the cable tray unless noted otherwise.

3.4 FIRESTOPPING

A. Apply firestopping to penetrations of fire-rated floor and wall assemblies for electrical installations to restore original fire-resistance rating of assembly. Firestopping materials and installation requirements are specified in Division 07, Section 078413 "Penetration Firestopping."

END OF SECTION 260500

# SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Plans and general provisions of the Contract, including General Conditions and Supplemental General Conditions and other Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

A. Section Includes:

1. Building wires and cables rated 600 V and less.
2. Connectors, splices, and terminations rated 600 V and less.

### 1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

### 1.4 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

## PART 2 - PRODUCTS

### 2.1 CONDUCTORS AND CABLES

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Alcan Products Corporation; Alcan Cable Division.
2. Alpha Wire.
3. Belden Inc.
4. Encore Wire Corporation.
5. General Cable Technologies Corporation.
6. Southwire Incorporated.

B. Aluminum and Copper Conductors: Comply with NEMA WC 70/ICEA S-95-658.

C. Conductor Insulation: Comply with NEMA WC 70/ICEA S-95-658 for Type THHN-2-THWN-2.

D. Multiconductor Cable: Comply with NEMA WC 70/ICEA S-95-658 for metal-clad cable, Type MC with ground wire.

E. VFC Cable:

1. Comply with UL 1277, UL 1685, and NFPA 70 for Type TC-ER cable.
2. Type TC-ER with oversized crosslinked polyethylene insulation, dual spirally wrapped copper tape shields and three bare symmetrically applied ground wires, and sunlight- and oil-resistant outer PVC jacket.
3. Comply with UL requirements for cables in direct burial, Classes I and II, Division 2 hazardous location applications.

## 2.2 CONNECTORS AND SPLICES

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. AFC Cable Systems, Inc.
2. Gardner Bender.
3. Hubbell Power Systems, Inc.
4. Ideal Industries, Inc.
5. Ilsco; a branch of Bardes Corporation.
6. NSi Industries LLC.
7. O-Z/Gedney; a brand of the EGS Electrical Group.
8. 3M; Electrical Markets Division.
9. Tyco Electronics.

B. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

## 2.3 SYSTEM DESCRIPTION

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Comply with NFPA 70.

# PART 3 - EXECUTION

## 3.1 CONDUCTOR MATERIAL APPLICATIONS

A. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

B. For 20 ampere 120 volt branch circuit homeruns that are longer than 75 feet, provide minimum #10 AWG conductor size, including the neutral and grounding conductor. Increase in size as required for a maximum of 3 percent voltage drop from panel to load.

C. For 20 ampere 277 volt branch circuit homeruns that are longer than 175 feet, provide minimum #10 AWG conductor size. Increase in size as required for a maximum of 3 percent voltage drop from panel to load.

## 3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

A. Exposed Branch Circuits, Including in Crawlspaces: Type THHN-2-THWN-2, single conductors in raceway.

B. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN-2-THWN-2, single conductors in raceway.

C. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN-2-THWN-2, single conductors in raceway.

D. Cord Drops and Portable Appliance Connections: Type SO, hard service cord with stainless-steel, wire-mesh, strain relief device at terminations to suit application.

E. Class 1 Control Circuits: Type THHN-THWN, in raceway.

F. Class 2 Control Circuits: Type THHN-THWN, in raceway.

G. VFC Output Circuits: Type TC-ER cable with dual tape shield.

## 3.3 INSTALLATION OF CONDUCTORS AND CABLES

A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.

B. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.

C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.

D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.

E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.

F. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."

## 3.4 CONNECTIONS

A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.

B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.

1. Use oxide inhibitor in each splice, termination, and tap for aluminum conductors.

C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches (150 mm) of slack.

## 3.5 IDENTIFICATION

A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."

B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

## 3.6 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies.

## 3.7 FIRESTOPPING

A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly according to Section 078413 "Penetration Firestopping."

## 3.8 FIELD QUALITY CONTROL

A. Perform the following tests and inspections:

1. After installing conductors and cables and before electrical circuitry has been energized, test service entrance and feeder conductors for compliance with requirements.
2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
3. Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each splice in conductors No. 3 AWG and

larger. Remove box and equipment covers so splices are accessible to portable scanner. Correct deficiencies determined during the scan.

a. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each splice 11 months after date of Substantial Completion.
b. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
c. Record of Infrared Scanning: Prepare a certified report that identifies splices checked and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

B. Test and Inspection Reports: Prepare a written report to record the following:

1. Procedures used.
2. Results that comply with requirements.
3. Results that do not comply with requirements and corrective action taken to achieve compliance with requirements.

C. Cables will be considered defective if they do not pass tests and inspections.

END OF SECTION 260519

# SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Plans and general provisions of the Contract, including General Conditions and Supplemental General Conditions and other Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

A. Section includes:

1. Hangers and supports for electrical equipment and systems.
2. Construction requirements for concrete bases.

### 1.3 PERFORMANCE REQUIREMENTS

A. Delegated Design: Design supports for multiple raceways, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.

B. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.

### 1.4 SUBMITTALS

A. Product Data: For steel slotted support systems.

B. Shop Drawings: Show fabrication and installation details and include calculations for the following:

1. Trapeze hangers. Include Product Data for components.
2. Steel slotted channel systems. Include Product Data for components.
3. Equipment supports.

### 1.5 QUALITY ASSURANCE

A. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

a. Allied Tube & Conduit.
b. Cooper B-Line, Inc.; a division of Cooper Industries.
c. ERICO International Corporation.
d. GS Metals Corp.
e. Thomas & Betts Corporation.
f. Unistrut; Tyco International, Ltd.
g. Wesanco, Inc.

2. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
3. Channel Dimensions: Selected for applicable load criteria.

B. Raceway and Cable Supports: As described in NECA 1 and NECA 101.

C. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.

D. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.

E. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:

1. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.

a. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1) Cooper B-Line, Inc.; a division of Cooper Industries.
2) Empire Tool and Manufacturing Co., Inc.
3) Hilti Inc.
4) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
5) MKT Fastening, LLC.

2. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
3. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
4. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
5. Toggle Bolts: All-steel springhead type.
6. Hanger Rods: Threaded steel.

## PART 3 - EXECUTION

### 3.1 APPLICATION

A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this Section are stricter.

B. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMT, IMC, and RMC as required by NFPA 70. Minimum rod size shall be 1/4 inch (6 mm) in diameter.

C. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.

1. Secure raceways and cables to these supports with two-bolt conduit clamps.

### 3.2 SUPPORT INSTALLATION

A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.

B. Raceway Support Methods: In addition to methods described in NECA 1, EMT may be supported by openings through structure members, as permitted in NFPA 70.

C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb (90 kg).

D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:

1. To Wood: Fasten with lag screws or through bolts.
2. To New Concrete: Bolt to concrete inserts.
3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.

4. To Steel: Welded threaded studs complying with AWS D1.1/D1.1M, with lock washers and nuts.
5. To Light Steel: Sheet metal screws.
6. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate by means that meet seismic-restraint strength and anchorage requirements.

E. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

## 3.3 CONCRETE BASES

A. Construct concrete bases of dimensions indicated but not less than 4 inches (100 mm) larger in both directions than supported unit, and so anchors will be a minimum of 10 bolt diameters from edge of the base.

B. Use 3000-psi (20.7-MPa) 28-day compressive-strength concrete. Concrete materials, reinforcement, and placement requirements are specified in Division 03 Section "Cast-in-Place Concrete".

C. Anchor equipment to concrete base.

1. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
2. Install anchor bolts to elevations required for proper attachment to supported equipment.
3. Install anchor bolts according to anchor-bolt manufacturer's written instructions.

## 3.4 PAINTING

A. Touchup: Clean abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.

1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils (0.05 mm).

B. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION 260529

# SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Plans and general provisions of the Contract, including General Conditions and Supplemental General Conditions and other Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

A. Section Includes:

1. Metal conduits, tubing, and fittings.
2. Metal wireways and auxiliary gutters.
3. Boxes, enclosures, and cabinets.

### 1.3 DEFINITIONS

A. ARC: Aluminum rigid conduit.

B. GRC: Galvanized rigid steel conduit.

C. IMC: Intermediate metal conduit.

### 1.4 ACTION SUBMITTALS

A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.

B. Shop Drawings: For custom enclosures and cabinets. Include plans, elevations, sections, and attachment details.

### 1.5 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Conduit routing plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of items involved:

1. Structural members in paths of conduit groups with common supports.
2. HVAC and plumbing items and architectural features in paths of conduit groups with common supports.

B. Qualification Data: For professional engineer.

C. Seismic Qualification Certificates: For enclosures, cabinets, and conduit racks and their mounting provisions, include those for internal components, from manufacturer.

1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
4. Detailed description of conduit support devices and interconnections on which the certification is based and their installation requirements.

D. Source quality-control reports.

## PART 2 - PRODUCTS

### 2.1 METAL CONDUITS, TUBING, AND FITTINGS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. AFC Cable Systems, Inc.
2. Allied Tube & Conduit.
3. Anamet Electrical, Inc.
4. Electri-Flex Company.
5. O-Z/Gedney.
6. Republic Conduit.
7. Robroy Industries.
8. Southwire Company.
9. Thomas & Betts Corporation.
10. Western Tube and Conduit Corporation.
11. Wheatland Tube Company.

B. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

C. GRC: Comply with ANSI C80.1 and UL 6.

D. ARC: Comply with ANSI C80.5 and UL 6A.

E. IMC: Comply with ANSI C80.6 and UL 1242.

F. PVC-Coated Steel Conduit: PVC-coated rigid steel conduit.

1. Comply with NEMA RN 1.
2. Coating Thickness: 0.040 inch (1 mm), minimum.

G. EMT: Comply with ANSI C80.3 and UL 797.

H. FMC: Comply with UL 1; zinc-coated steel or aluminum.

I. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.

J. Fittings for Metal Conduit: Comply with NEMA FB 1 and UL 514B.

1. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 886 and NFPA 70.
2. Fittings for EMT:

    a. Material: Steel or die cast.
    b. Type: compression.

3. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.
4. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of 0.040 inch (1 mm), with overlapping sleeves protecting threaded joints.

K. Joint Compound for IMC, GRC, or ARC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

## 2.2 METAL WIREWAYS AND AUXILIARY GUTTERS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Cooper B-Line, Inc.
2. Hoffman.
3. Mono-Systems, Inc.
4. Square D.

B. Description: Sheet metal, complying with UL 870 and NEMA 250, Type 1 and Type 3R unless otherwise indicated, and sized according to NFPA 70.

1. Metal wireways installed outdoors shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

C. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.

D. Wireway Covers: Flanged-and-gasketed type unless otherwise indicated.

E. Finish: Manufacturer's standard enamel finish.

## 2.3 BOXES, ENCLOSURES, AND CABINETS

A. Manufacturers: Subject to compliance with requirements available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Adalet.
2. Cooper Technologies Company; Cooper Crouse-Hinds.
3. EGS/Appleton Electric.
4. Erickson Electrical Equipment Company.
5. FSR Inc.
6. Hoffman.
7. Hubbell Incorporated.
8. Kraloy.
9. Milbank Manufacturing Co.
10. Mono-Systems, Inc.
11. O-Z/Gedney.
12. RACO; Hubbell.
13. Robroy Industries.
14. Spring City Electrical Manufacturing Company.
15. Stahlin Non-Metallic Enclosures.
16. Thomas & Betts Corporation.
17. Wiremold / Legrand.

B. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.

C. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.

D. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, ferrous alloy, Type FD, with gasketed cover.

E. Luminaire Outlet Boxes: Nonadjustable, designed for attachment of luminaire weighing 50 lb (23 kg). Outlet boxes designed for attachment of luminaires weighing more than 50 lb (23 kg) shall be listed and marked for the maximum allowable weight.

F. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.

G. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, cast aluminum with gasketed cover.

H. Box extensions used to accommodate new building finishes shall be of same material as recessed box.

I. Device Box Dimensions: 4 inches square by 2-1/8 inches deep (100 mm square by 60 mm deep).

J. Gangable boxes are prohibited.

K. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type 1 with continuous-hinge cover with flush latch unless otherwise indicated.

1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
2. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.

L. Cabinets:

1. NEMA 250, Type 1 for indoor and Type 3R for exterior galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
2. Hinged door in front cover with flush latch and concealed hinge.
3. Key latch to match panelboards.
4. Metal barriers to separate wiring of different systems and voltage.
5. Accessory feet where required for freestanding equipment.
6. Nonmetallic cabinets shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

## PART 3 - EXECUTION

### 3.1 RACEWAY APPLICATION

A. Indoors: Apply raceway products as specified below unless otherwise indicated:

1. Exposed, Not Subject to Physical Damage: EMT.
2. Exposed, Not Subject to Severe Physical Damage: EMT.
3. Exposed and Subject to Severe Physical Damage: GRC. Raceway locations include the following:
    a. Loading dock.
    b. Corridors used for traffic of mechanized carts, forklifts, and pallet-handling units.
    c. Mechanical rooms.
    d. Gymnasiums.
4. Concealed in Ceilings and Interior Walls and Partitions: EMT.
5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
6. Damp or Wet Locations: GRC.
7. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4 stainless steel in institutional and commercial kitchens and damp or wet locations.

B. Minimum Raceway Size: 3/4-inch (21-mm) trade size.

C. Raceway Fittings: Compatible with raceways and suitable for use and location.

1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
3. EMT: Use compression, steel or cast-metal fittings. Comply with NEMA FB 2.10.
4. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.

D. Install nonferrous conduit or tubing for circuits operating above 60 Hz. Where aluminum raceways are installed for such circuits and pass through concrete, install in nonmetallic sleeve.

E. Do not install aluminum conduits, boxes, or fittings in contact with concrete or earth.

F. Install surface raceways only where indicated on Drawings.

G. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F (49 deg C).

## 3.2 INSTALLATION

A. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.

B. Keep raceways at least 6 inches (150 mm) away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.

C. Complete raceway installation before starting conductor installation.

D. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.

E. Arrange stub-ups so curved portions of bends are not visible above finished slab.

F. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches (300 mm) of changes in direction.

G. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.

H. Support conduit within 12 inches (300 mm) of enclosures to which attached.

I. Stub-ups to Above Recessed Ceilings:

1. Use EMT, IMC, or RMC for raceways.

2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.

J. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.

K. Coat field-cut threads on PVC-coated raceway with a corrosion-preventing conductive compound prior to assembly.

L. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.

M. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch (35mm) trade size and insulated throat metal bushings on 1-1/2-inch (41-mm) trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.

N. Install raceways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.

O. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to assure a continuous ground path.

P. Cut conduit perpendicular to the length. For conduits 2-inch (53-mm) trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length.

Q. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches (300 mm) of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.

R. Surface Raceways:

1. Install surface raceway with a minimum 2-inch (50-mm) radius control at bend points.
2. Secure surface raceway with screws or other anchor-type devices at intervals not exceeding 48 inches (1200 mm) and with no less than two supports per straight raceway section. Support surface raceway according to manufacturer's written instructions. Tape and glue are not acceptable support methods.

S. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings according to NFPA 70.

T. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:

1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
2. Where an underground service raceway enters a building or structure.
3. Where otherwise required by NFPA 70.

U. Comply with manufacturer's written instructions for solvent welding RNC and fittings.

V. Expansion-Joint Fittings:

1. Install in each run of aboveground RMC and EMT conduit that is located where environmental temperature change may exceed 100 deg F (55 deg C) and that has straight-run length that exceeds 100 feet (30 m).
2. Install type and quantity of fittings that accommodate temperature change listed for each of the following locations:

    a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F (70 deg C) temperature change.
    b. Outdoor Locations Exposed to Direct Sunlight: 155 deg F (86 deg C) temperature change.
    c. Indoor Spaces Connected with Outdoors without Physical Separation: 125 deg F (70 deg C) temperature change.
    d. Attics: 135 deg F (75 deg C) temperature change.

3. Install fitting(s) that provide expansion and contraction for at least 0.000078 inch per foot of length of straight run per deg F (0.0115 mm per meter of length of straight run per deg C) of temperature change for metal conduits.
4. Install expansion fittings at all locations where conduits cross building or structure expansion joints.
5. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.

W. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 72 inches (1830 mm) of flexible conduit for recessed and semirecessed luminaires, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.

1. Use LFMC in damp or wet locations subject to severe physical damage.
2. Use LFMC in damp or wet locations not subject to severe physical damage.

X. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.

Y. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall. Prepare block surfaces to provide a flat surface for a raintight connection between box and cover plate or supported equipment and box.

Z. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.

AA. Locate boxes so that cover or plate will not span different building finishes.

BB. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.

CC. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.

DD. Set metal floor boxes level and flush with finished floor surface.

## 3.3 FIRESTOPPING

A. Install firestopping at penetrations of fire-rated floor and wall assemblies. Comply with requirements in Section 078413 "Penetration Firestopping."

## 3.4 PROTECTION

A. Protect coatings, finishes, and cabinets from damage and deterioration.

1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 260533

# SECTION 260548.16 - SEISMIC CONTROLS FOR ELECTRICAL SYSTEMS

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Plans and general provisions of the Contract, including General Conditions and Supplemental General Conditions and other Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

A. Section Includes:

1. Restraint channel bracings.
2. Restraint cables.
3. Seismic-restraint accessories.
4. Mechanical anchor bolts.

B. Related Requirements:

1. Section 260529 "Hangers and Supports for Electrical Systems" for commonly used electrical supports and installation requirements.

### 1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Illustrate and indicate style, material, strength, fastening provision, and finish for each type and size of seismic-restraint component used.

    a. Tabulate types and sizes of seismic restraints, complete with report numbers and rated strength in tension and shear as evaluated by an agency acceptable to authorities having jurisdiction.
    b. Annotate to indicate application of each product submitted and compliance with requirements.

B. Delegated-Design Submittal: For each seismic-restraint device.

1. Include design calculations and details for selecting seismic restraints complying with performance requirements, design criteria, and analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
2. Design Calculations: Calculate static and dynamic loading caused by equipment weight, operation, and seismic and wind forces required to select seismic and wind restraints and for designing vibration isolation bases.

a. Coordinate design calculations with wind load calculations required for equipment mounted outdoors. Comply with requirements in other Sections for equipment mounted outdoors.

3. Seismic- and Wind-Restraint Details:

a. Design Analysis: To support selection and arrangement of seismic and wind restraints. Include calculations of combined tensile and shear loads.
b. Details: Indicate fabrication and arrangement. Detail attachments of restraints to the restrained items and to the structure. Show attachment locations, methods, and spacings. Identify components, list their strengths, and indicate directions and values of forces transmitted to the structure during seismic events. Indicate association with vibration isolation devices.
c. Coordinate seismic-restraint and vibration isolation details with wind-restraint details required for equipment mounted outdoors. Comply with requirements in other Sections for equipment mounted outdoors.
d. Preapproval and Evaluation Documentation: By an agency acceptable to authorities having jurisdiction, showing maximum ratings of restraint items and the basis for approval (tests or calculations).

## 1.4 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Show coordination of seismic bracing for electrical components with other systems and equipment in the vicinity, including other supports and seismic restraints.

B. Qualification Data: For professional engineer and testing agency.

C. Field quality-control reports.

## 1.5 QUALITY ASSURANCE

A. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a nationally recognized testing laboratory as defined by OSHA in 29 CFR 1910.7 and that is acceptable to authorities having jurisdiction.

B. Comply with seismic-restraint requirements in the IBC unless requirements in this Section are more stringent.

C. Seismic-restraint devices shall have horizontal and vertical load testing and analysis. They shall bear anchorage preapproval from OSHPD in addition to preapproval, showing maximum seismic-restraint ratings, by ICC-ES or another agency acceptable to authorities having jurisdiction. Ratings based on independent testing are preferred to ratings based on calculations. If preapproved ratings are not available, submittals based on independent testing are preferred. Calculations (including combining shear and tensile loads) that support seismic-restraint designs must be signed and sealed by a qualified professional engineer.

D. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Wind-Restraint Loading:

1. Basic Wind Speed: 130 mph
2. Building Classification Category: II.
3. Minimum 10 lb/sq. ft. (48.8 kg/sq. m) multiplied by maximum area of HVAC component projected on vertical plane normal to wind direction and 45 degrees either side of normal.

B. Seismic-Restraint Loading:

1. Site Class as Defined in the IBC: D.
2. Assigned Seismic Use Group or Building Category as Defined in the IBC: III.

a. Component Importance Factor: 1.5.
b. Component Response Modification Factor: 6.
c. Component Amplification Factor: 2.5.

3. Design Spectral Response Acceleration at Short Periods (0.2 Second): See general structural notes.
4. Design Spectral Response Acceleration at 1.0-Second Period: See general structural notes.

2.2 RESTRAINT CHANNEL BRACINGS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Cooper B-Line, Inc.; a Division of Cooper Industries.
2. Hilti, Inc.
3. Mason Industries, Inc.
4. Unistrut; Atkore International.

B. Description: MFMA-4, shop- or field-fabricated bracing assembly made of slotted steel channels with accessories for attachment to braced component at one end and to building structure at the other end, with other matching components, and with corrosion-resistant coating; rated in tension, compression, and torsion forces.

2.3 RESTRAINT CABLES

A. Manufacturers: Subject to compliance with requirements available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Kinetics Noise Control, Inc.

2. Loos & Co., Inc.
3. Vibration Mountings & Controls, Inc.

B. Restraint Cables: ASTM A 492 stainless-steel cables. End connections made of steel assemblies with thimbles, brackets, swivel, and bolts designed for restraining cable service; with a minimum of two clamping bolts for cable engagement.

## 2.4 SEISMIC-RESTRAINT ACCESSORIES

A. Manufacturers: Subject to compliance with requirements available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Cooper B-Line, Inc.; a Division of Cooper Industries.
2. Kinetics Noise Control, Inc.
3. Mason Industries, Inc.
4. TOLCO; a brand of NIBCO INC.

B. Hanger-Rod Stiffener: Steel tube or steel slotted-support-system sleeve with internally bolted connections to hanger rod.

C. Hinged and Swivel Brace Attachments: Multifunctional steel connectors for attaching hangers to rigid channel bracings and restraint cables.

D. Bushings for Floor-Mounted Equipment Anchor Bolts: Neoprene bushings designed for rigid equipment mountings and matched to type and size of anchor bolts and studs.

E. Bushing Assemblies for Wall-Mounted Equipment Anchorage: Assemblies of neoprene elements and steel sleeves designed for rigid equipment mountings and matched to type and size of attachment devices used.

F. Resilient Isolation Washers and Bushings: One-piece, molded, oil- and water-resistant neoprene, with a flat washer face.

## 2.5 MECHANICAL ANCHOR BOLTS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Cooper B-Line, Inc.; a Division of Cooper Industries.
2. Hilti, Inc.
3. Kinetics Noise Control, Inc.
4. Mason Industries, Inc.

B. Mechanical Anchor Bolts: Drilled-in and stud-wedge or female-wedge type in zinc-coated steel for interior applications and stainless steel for exterior applications. Select anchor bolts with strength required for anchor and as tested according to ASTM E 488.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and equipment to receive vibration isolation and seismic-control devices for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Examine roughing-in for reinforcement and cast-in-place anchors to verify actual locations before installation.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 APPLICATIONS

A. Multiple Raceways or Cables: Secure raceways and cables to trapeze member with clamps approved for application by an agency acceptable to authorities having jurisdiction.

B. Hanger-Rod Stiffeners: Install hanger-rod stiffeners where indicated or scheduled on Drawings to receive them and where required to prevent buckling of hanger rods caused by seismic forces.

C. Strength of Support and Seismic-Restraint Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static and seismic loads within specified loading limits.

3.3 SEISMIC-RESTRAINT DEVICE INSTALLATION

A. Coordinate the location of embedded connection hardware with supported equipment attachment and mounting points and with requirements for concrete reinforcement and formwork specified in Section 033000 "Cast-in-Place Concrete."

B. Equipment and Hanger Restraints:

1. Install resilient, bolt-isolation washers on equipment anchor bolts where clearance between anchor and adjacent surface exceeds 0.125 inch (3.2 mm).
2. Install seismic-restraint devices using methods approved by an agency acceptable to authorities having jurisdiction providing required submittals for component.

C. Install cables so they do not bend across edges of adjacent equipment or building structure.

D. Install bushing assemblies for mounting bolts for wall-mounted equipment, arranged to provide resilient media where equipment or equipment-mounting channels are attached to wall.

E. Attachment to Structure: If specific attachment is not indicated, anchor bracing to structure at flanges of beams, at upper truss chords of bar joists, or at concrete members.

F. Drilled-in Anchors:

1. Identify position of reinforcing steel and other embedded items prior to drilling holes for anchors. Do not damage existing reinforcing or embedded items during coring or drilling. Notify the structural engineer if reinforcing steel or other embedded items are encountered during drilling. Locate and avoid prestressed tendons, electrical and telecommunications conduit, and gas lines.
2. Do not drill holes in concrete or masonry until concrete, mortar, or grout has achieved full design strength.
3. Wedge Anchors: Protect threads from damage during anchor installation. Heavy-duty sleeve anchors shall be installed with sleeve fully engaged in the structural element to which anchor is to be fastened.
4. Adhesive Anchors: Clean holes to remove loose material and drilling dust prior to installation of adhesive. Place adhesive in holes proceeding from the bottom of the hole and progressing toward the surface in such a manner as to avoid introduction of air pockets in the adhesive.
5. Set anchors to manufacturer's recommended torque using a torque wrench.
6. Install zinc-coated steel anchors for interior and stainless-steel anchors for exterior applications.

## 3.4 ACCOMMODATION OF DIFFERENTIAL SEISMIC MOTION

A. Install flexible connections in runs of raceways, cables, wireways, cable trays, and busways where they cross seismic joints, where adjacent sections or branches are supported by different structural elements, and where connection is terminated to equipment that is anchored to a different structural element from the one supporting them as they approach equipment.

## 3.5 FIELD QUALITY CONTROL

A. Perform the following tests and inspections:

1. Provide evidence of recent calibration of test equipment by a testing agency acceptable to authorities having jurisdiction.
2. Schedule test with Owner, through Architect, before connecting anchorage device to restrained component (unless postconnection testing has been approved), and with at least seven days' advance notice.
3. Obtain Architect's approval before transmitting test loads to structure. Provide temporary load-spreading members.
4. Test at least four of each type and size of installed anchors and fasteners selected by Architect.
5. Test to 90 percent of rated proof load of device.

B. Seismic controls will be considered defective if they do not pass tests and inspections.

C. Prepare test and inspection reports.

3.6 ADJUSTING

A. Adjust restraints to permit free movement of equipment within normal mode of operation.

END OF SECTION 260548.16

# SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Plans and general provisions of the Contract, including General Conditions and Supplemental General Conditions and other Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

A. Section Includes:

1. Identification for raceways.
2. Identification of power and control cables.
3. Identification for conductors.
4. Warning labels and signs.
5. Instruction signs.
6. Miscellaneous identification products.

### 1.3 ACTION SUBMITTALS

A. Product Data: For each electrical identification product indicated.

### 1.4 QUALITY ASSURANCE

A. Comply with ANSI A13.1 and IEEE C2.

B. Comply with NFPA 70.

C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.

D. Comply with ANSI Z535.4 for safety signs and labels.

E. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

### 1.5 COORDINATION

A. Coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual; and with those required by codes, standards, and 29 CFR 1910.145. Use consistent designations throughout Project.

B. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.

C. Coordinate installation of identifying devices with location of access panels and doors.

D. Install identifying devices before installing acoustical ceilings and similar concealment.

## PART 2 - PRODUCTS

### 2.1 POWER AND CONTROL RACEWAY IDENTIFICATION MATERIALS

A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway size.

B. Colors for Raceways Carrying Circuits at 600 V or Less:

1. Black letters on an orange field.
2. Legend: Indicate voltage and system or service type.

C. Vinyl Labels for Raceways Carrying Circuits at 600 V or Less: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing ends of legend label.

### 2.2 ARMORED AND METAL-CLAD CABLE IDENTIFICATION MATERIALS

A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each cable size.

B. Colors for Cables Carrying Circuits at 600 V and Less:

1. Black letters on an orange field.
2. Legend: Indicate voltage and system or service type.

C. Heat-Shrink Preprinted Tubes: Flame-retardant polyolefin tube with machine-printed identification label. Sized to suit diameter of and shrinks to fit firmly around cable it identifies. Full shrink recovery at a maximum of 200 deg F (93 deg C). Comply with UL 224.

### 2.3 POWER AND CONTROL CABLE IDENTIFICATION MATERIALS

A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each cable size.

B. Heat-Shrink Preprinted Tubes: Flame-retardant polyolefin tube with machine-printed identification label. Sized to suit diameter of and shrinks to fit firmly around cable it identifies. Full shrink recovery at a maximum of 200 deg F (93 deg C). Comply with UL 224.

## 2.4 CONDUCTOR IDENTIFICATION MATERIALS

A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils (0.08 mm) thick by 1 to 2 inches (25 to 50 mm) wide.

## 2.5 WARNING LABELS AND SIGNS

A. Comply with NFPA 70 and 29 CFR 1910.145.

B. Self-Adhesive Warning Labels: Factory-printed, multicolor, pressure-sensitive adhesive labels, configured for display on front cover, door, or other access to equipment unless otherwise indicated.

C. Warning label and sign shall include, but are not limited to, the following legends:

1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."

## 2.6 INSTRUCTION SIGNS

A. Engraved, laminated acrylic or melamine plastic, minimum 1/16 inch (1.6 mm) thick for signs up to 20 sq. inches (129 sq. cm) and 1/8 inch (3.2 mm) thick for larger sizes.

1. Engraved legend with black letters on white face.
2. Punched or drilled for mechanical fasteners.
3. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.

## 2.7 EQUIPMENT IDENTIFICATION LABELS

A. Engraved, Laminated Acrylic or Melamine Label: Punched or drilled for screw mounting. White letters on a dark-gray background. Minimum letter height shall be 3/8 inch (10 mm).

B. Stenciled Legend: In nonfading, waterproof, black ink or paint. Minimum letter height shall be 1 inch (25 mm).

## 2.8 MISCELLANEOUS IDENTIFICATION PRODUCTS

A. Paint: Comply with requirements in painting Sections for paint materials and application requirements. Select paint system applicable for surface material and location (exterior or interior).

B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Verify identity of each item before installing identification products.

B. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.

C. Apply identification devices to surfaces that require finish after completing finish work.

D. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.

E. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.

F. Attach plastic raceway and cable labels that are not self-adhesive type with clear vinyl tape with adhesive appropriate to the location and substrate.

G. Painted Identification: Comply with requirements in painting Sections for surface preparation and paint application.

3.2 IDENTIFICATION SCHEDULE

A. Accessible Raceways and Metal-Clad Cables, 600 V or Less, for Service, Feeder, and Branch Circuits More Than 30A, and 120V to ground: Identify with self-adhesive vinyl label. Install labels at 30-foot (10-m) maximum intervals.

B. Accessible Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with self-adhesive vinyl labels with the wiring system legend and system voltage. System legends shall be as follows:

1. Emergency Power.
2. Power.
3. UPS.

C. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use color-coding conductor tape to identify the phase.

1. Color-Coding for Phase and Voltage Level Identification, 600 V or Less: Use colors listed below for ungrounded service, feeder and branch-circuit conductors.

a. Color shall be factory applied or field applied for sizes larger than No. 8 AWG, if authorities having jurisdiction permit.
b. Colors for 208/120-V Circuits:

1) Phase A: Black.
2) Phase B: Red.
3) Phase C: Blue.

c. Colors for 480/277-V Circuits:

1) Phase A: Brown.
2) Phase B: Orange.
3) Phase C: Yellow.

d. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches (150 mm) from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.

D. Install instructional sign including the color-code for grounded and ungrounded conductors using adhesive-film-type labels.

E. Control-Circuit Conductor Identification: For conductors and cables in pull and junction boxes, manholes, and handholes, use self-adhesive vinyl labels with the conductor or cable designation, origin, and destination.

F. Control-Circuit Conductor Termination Identification: For identification at terminations provide heat-shrink preprinted tubes with the conductor designation.

G. Conductors to Be Extended in the Future: Attach marker tape to conductors and list source.

H. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.

1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual.

I. Workspace Indication: Install floor marking tape to show working clearances in the direction of access to live parts. Workspace shall be as required by NFPA 70 and 29 CFR 1926.403 unless otherwise indicated. Do not install at flush-mounted panelboards and similar equipment in finished spaces.

J. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Self-adhesive warning labels.

1. Comply with 29 CFR 1910.145.
2. Identify system voltage with black letters on an orange background.
3. Apply to exterior of door, cover, or other access.

4. For equipment with multiple power or control sources, apply to door or cover of equipment including, but not limited to, the following:

    a. Power transfer switches.
    b. Controls with external control power connections.

K. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.

L. Emergency Operating Instruction Signs: Install instruction signs with white legend on a red background with minimum 3/8-inch- (10-mm-) high letters for emergency instructions at equipment used for power transfer.

M. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and the Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.

1. Labeling Instructions:

    a. Indoor Equipment: Engraved, laminated acrylic or melamine label. Unless otherwise indicated, provide a single line of text with 1/2-inch- (13-mm-) high letters on 1-1/2-inch- (38-mm-) high label; where two lines of text are required, use labels 2 inches (50 mm) high.
    b. Outdoor Equipment: Engraved, laminated acrylic or melamine label and Stenciled legend 4 inches (100 mm) high.
    c. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.
    d. Unless provided with self-adhesive means of attachment, fasten labels with appropriate mechanical fasteners that do not change the NEMA or NRTL rating of the enclosure.

2. Equipment to Be Labeled:

    a. Panelboards: Typewritten directory of circuits in the location provided by panelboard manufacturer. Panelboard identification shall be engraved, laminated acrylic or melamine label.
    b. Enclosures and electrical cabinets.
    c. Access doors and panels for concealed electrical items.
    d. Switchboards.
    e. Transformers: Label that includes tag designation shown on Drawings for the transformer, feeder, and panelboards or equipment supplied by the secondary.
    f. Emergency system boxes and enclosures.
    g. Enclosed switches.
    h. Enclosed circuit breakers.
    i. Enclosed controllers.

j. Variable-speed controllers.
k. Push-button stations.
l. Power transfer equipment.
m. Contactors.
n. Remote-controlled switches, dimmer modules, and control devices.
o. Battery racks.
p. Power-generating units.
q. Monitoring and control equipment.
r. UPS equipment.

END OF SECTION 260553

# SECTION 262726 - WIRING DEVICES

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Plans and general provisions of the Contract, including General Conditions and Supplemental General Conditions and other Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

A. Section Includes:

1. Receptacles, receptacles with integral GFCI, and associated device plates.
2. Tamper-resistant receptacles.

### 1.3 DEFINITIONS

A. EMI: Electromagnetic interference.

B. GFCI: Ground-fault circuit interrupter.

C. Pigtail: Short lead used to connect a device to a branch-circuit conductor.

D. RFI: Radio-frequency interference.

E. TVSS: Transient voltage surge suppressor.

F. UTP: Unshielded twisted pair.

### 1.4 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Receptacles for Owner-Furnished Equipment: Match plug configurations.
2. Cord and Plug Sets: Match equipment requirements.

### 1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: List of legends and description of materials and process used for premarking wall plates.

1.6 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

1.7 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For wiring devices to include in all manufacturers' packing-label warnings and instruction manuals that include labeling conditions.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers' Names: Shortened versions (shown in parentheses) of the following manufacturers' names are used in other Part 2 articles:

1. Cooper Wiring Devices; Division of Cooper Industries, Inc. (Cooper).
2. Hubbell Incorporated; Wiring Device-Kellems (Hubbell).
3. Leviton Mfg. Company Inc. (Leviton).
4. Pass & Seymour/Legrand (Pass & Seymour).

B. Source Limitations: Obtain each type of wiring device and associated wall plate from single source from single manufacturer.

2.2 GENERAL WIRING-DEVICE REQUIREMENTS

A. Wiring Devices, Components, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Comply with NFPA 70.

C. Devices that are manufactured for use with modular plug-in connectors may be substituted under the following conditions:

1. Connectors shall comply with UL 2459 and shall be made with stranding building wire.
2. Devices shall comply with the requirements in this Section.

2.3 STRAIGHT-BLADE RECEPTACLES

A. Convenience Receptacles, 125 V, 20 A: Comply with NEMA WD 1, NEMA WD 6 Configuration 5-20R, UL 498, and FS W-C-596.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. Cooper; 5351 (single), CR5362 (duplex).
b. Hubbell; HBL5351 (single), HBL5352 (duplex).
c. Leviton; 5891 (single), 5352 (duplex).
d. Pass & Seymour; 5361 (single), 5362 (duplex).

B. Inmate Accessible Areas - Hospital-Grade, Duplex Convenience Receptacles, 125 V, 20 A: Comply with NEMA WD 1, NEMA WD 6 Configuration 5-20R, UL 498 Supplement sd, and FS W-C-596.

1. Products: Subject to compliance with requirements available products that may be incorporated into the Work include, but are not limited to, the following:

a. Cooper; 8310 (single), 8300 (duplex).
b. Hubbell; HBL8310 (single), HBL8300 (duplex).
c. Leviton; 8310 (single), 8300 (duplex).
d. Pass & Seymour; 8301 (single), 8300H (duplex).

2. Description: Single-piece, rivetless, nickel-plated, all-brass grounding system. Nickel-plated, brass mounting strap.

C. Tamper-Resistant Convenience Receptacles, 125 V, 20 A: Comply with NEMA WD 1, NEMA WD 6 Configuration 5-20R, UL 498 Supplement sd, and FS W-C-596.

1. Products: Subject to compliance with requirements available products that may be incorporated into the Work include, but are not limited to, the following:

a. Cooper; TR8300.
b. Hubbell; HBL8300SGA.
c. Leviton; 8300-SGG.
d. Pass & Seymour; TR63H.

2. Description: Labeled shall comply with NFPA 70, "Health Care Facilities" Article, "Pediatric Locations" Section.

## 2.4 GFCI RECEPTACLES

A. General Description:

1. Straight blade, non-feed-through type.
2. Comply with NEMA WD 1, NEMA WD 6, UL 498, UL 943 Class A, and FS W-C-596.
3. Include indicator light that shows when the GFCI has malfunctioned and no longer provides proper GFCI protection.

B. Duplex GFCI Convenience Receptacles, 125 V, 20 A:

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. Cooper; VGF20.
b. Hubbell; GFR5352L.
c. Pass & Seymour; 2095.
d. Leviton; 7590.

C. Tamper-Resistant GFCI Convenience Receptacles, 125 V, 20 A:

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. Hubbell; GFTR20.
b. Pass & Seymour; 2095TR.

D. Inmate Accessible Areas - Hospital-Grade, Duplex GFCI Convenience Receptacles, 125 V, 20 A: Comply with NEMA WD 1, NEMA WD 6 Configuration 5-20R, UL 498 Supplement sd, and FS W-C-596.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. Cooper; VGFH20.
b. Hubbell; HFR8300HL.
c. Leviton; 7899-HG.
d. Pass & Seymour; 2095HG.

## 2.5 WALL PLATES

A. Single and combination types shall match corresponding wiring devices.

1. Plate-Securing Screws: Metal with head color to match plate finish.
2. Material for Finished Spaces: 0.035-inch- (1-mm-) thick, satin-finished stainless steel.
3. Material for inmate accessible finished spaces – die formed prime 10 gauge cold rolled steel cover plates, continuous welded and ground smooth edges. Provide 10 gauge cold rolled steel back plates with four threaded bushings.
4. Material for Unfinished Spaces: Galvanized steel.
5. Material for Damp Locations: Cast aluminum with spring-loaded lift cover and listed and labeled for use in wet and damp locations.

B. Wet-Location, Weatherproof Cover Plates: NEMA 250, complying with Type 3R, weather-resistant, in-use type, die-cast aluminum with lockable cover.

## 2.6 FINISHES

A. Device Color:

1. Wiring Devices Connected to Normal Power System shall be White, unless otherwise indicated or required by NFPA 70 or device listing.

2. Wiring Devices Connected to Emergency Power System: Red.

B. Wall Plate Color: For plastic covers, match device color.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

A. Comply with NECA 1, including mounting heights listed in that standard, unless otherwise indicated.

B. Coordination with Other Trades:

1. Protect installed devices and their boxes. Do not place wall finish materials over device boxes and do not cut holes for boxes with routers that are guided by riding against outside of boxes.
2. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.
3. Install device boxes in brick or block walls so that the cover plate does not cross a joint unless the joint is troweled flush with the face of the wall.
4. Install wiring devices after all wall preparation, including painting, is complete.

C. Conductors:

1. Do not strip insulation from conductors until right before they are spliced or terminated on devices.
2. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or nicking of solid wire or cutting strands from stranded wire.
3. The length of free conductors at outlets for devices shall meet provisions of NFPA 70, Article 300, without pigtails.
4. Existing Conductors:

    a. Cut back and pigtail, or replace all damaged conductors.
    b. Straighten conductors that remain and remove corrosion and foreign matter.
    c. Pigtailing existing conductors is permitted, provided the outlet box is large enough.

D. Device Installation:

1. Replace devices that have been in temporary use during construction and that were installed before building finishing operations were complete.
2. Keep each wiring device in its package or otherwise protected until it is time to connect conductors.
3. Do not remove surface protection, such as plastic film and smudge covers, until the last possible moment.
4. Connect devices to branch circuits using pigtails that are not less than 6 inches (152 mm) in length.

5. When there is a choice, use side wiring with binding-head screw terminals. Wrap solid conductor tightly clockwise, two-thirds to three-fourths of the way around terminal screw.
6. Use a torque screwdriver when a torque is recommended or required by manufacturer.
7. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections.
8. Tighten unused terminal screws on the device.
9. When mounting into metal boxes, remove the fiber or plastic washers used to hold device-mounting screws in yokes, allowing metal-to-metal contact.

E. Receptacle Orientation:

1. Install ground pin of vertically mounted receptacles down, and on horizontally mounted receptacles to the right.

F. Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.

G. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical and with grounding terminal of receptacles on top. Group adjacent switches under single, multigang wall plates.

H. Adjust locations of floor service outlets and service poles to suit arrangement of partitions and furnishings.

## 3.2 GFCI RECEPTACLES

A. Install non-feed-through-type GFCI receptacles where protection of downstream receptacles is not required.

## 3.3 IDENTIFICATION

A. Comply with Section 260553 "Identification for Electrical Systems."

B. Identify each receptacle with panelboard identification and circuit number. Use hot, stamped, or engraved machine printing with black-filled lettering on face of plate, and durable wire markers or tags inside outlet boxes.

## 3.4 FIELD QUALITY CONTROL

A. Perform the following tests and inspections:

1. Test Instruments: Use instruments that comply with UL 1436.
2. Test Instrument for Convenience Receptacles: Digital wiring analyzer with digital readout or illuminated digital-display indicators of measurement.

B. Tests for Convenience Receptacles:

1. Line Voltage: Acceptable range is 105 to 132 V.
2. Percent Voltage Drop under 15-A Load: A value of 6 percent or higher is unacceptable.
3. Ground Impedance: Values of up to 2 ohms are acceptable.
4. GFCI Trip: Test for tripping values specified in UL 1436 and UL 943.
5. Using the test plug, verify that the device and its outlet box are securely mounted.
6. Tests shall be diagnostic, indicating damaged conductors, high resistance at the circuit breaker, poor connections, inadequate fault current path, defective devices, or similar problems. Correct circuit conditions, remove malfunctioning units and replace with new ones, and retest as specified above.

C. Wiring device will be considered defective if it does not pass tests and inspections.

D. Prepare test and inspection reports.

END OF SECTION 262726

# SECTION 265119 – LED INTERIOR LIGHTING

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Plans and general provisions of the Contract, including General Conditions and Supplemental General Conditions and other Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

A. Section Includes:

1. Interior solid-state luminaires that use LED technology.
2. Lighting fixture supports.

### 1.3 DEFINITIONS

A. CCT: Correlated color temperature.

B. CRI: Color Rendering Index.

C. Fixture: See "Luminaire."

D. IP: International Protection or Ingress Protection Rating.

E. LED: Light-emitting diode.

F. Lumen: Measured output of lamp and luminaire, or both.

G. Luminaire: Complete lighting unit, including lamp, reflector, and housing.

### 1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Arrange in order of luminaire designation.
2. Include data on features, accessories, and finishes.
3. Include physical description and dimensions of luminaires.
4. Include emergency lighting units, including batteries and chargers.
5. Include life, output (lumens, CCT, and CRI), and energy efficiency data.
6. Photometric data and adjustment factors based on laboratory tests, complying with IESNA Lighting Measurements Testing and Calculation Guides, of each lighting fixture

type. The adjustment factors shall be for lamps and accessories identical to those indicated for the lighting fixture as applied in this Project IES LM-79 and IES LM-80.

a. Manufacturers' Certified Data: Photometric data certified by manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products.
b. Testing Agency Certified Data: For indicated luminaires, photometric data certified by a qualified independent testing agency. Photometric data for remaining luminaires shall be certified by manufacturer.

B. Product Schedule: For luminaires and lamps. Use same designations indicated on Drawings.

## 1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For testing laboratory providing photometric data for luminaires.

B. Seismic Qualification Certificates: For luminaires, accessories, and components, from manufacturer.

1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.

C. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.

D. Product Certificates: For each type of luminaire.

E. Product Test Reports: For each luminaire, for tests performed by manufacturer and witnessed by a qualified testing agency.

F. Sample warranty.

## 1.6 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For luminaires and lighting systems to include in operation and maintenance manuals.

1. Provide a list of all lamp types used on Project; use ANSI and manufacturers' codes.

## 1.7 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Drivers and LED boards for downlights: Provide 5 extra drivers and led boards for adjustable CCT downlights. Provide 2 extra drivers for detention grade fixtures.

## 1.8 QUALITY ASSURANCE

A. Luminaire Photometric Data Testing Laboratory Qualifications: Luminaire manufacturer's laboratory that is accredited under the NVLAP for Energy Efficient Lighting Products.

B. Luminaire Photometric Data Testing Laboratory Qualifications: Provided by an independent agency, with the experience and capability to conduct the testing indicated, that is an NRTL as defined by OSHA in 29 CFR 1910.7, accredited under the NVLAP for Energy Efficient Lighting Products, and complying with the applicable IES testing standards.

C. Provide luminaires from a single manufacturer for each luminaire type.

D. Each luminaire type shall be binned within a three-step MacAdam Ellipse to ensure color consistency among luminaires.

E. Mockups: For interior lighting luminaires in room or module mockups, complete with power and control connections.

1. Obtain Architect's approval of luminaires in mockups before starting installations.
2. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

## 1.9 DELIVERY, STORAGE, AND HANDLING

A. Protect finishes of exposed surfaces by applying a strippable, temporary protective covering before shipping.

## 1.10 WARRANTY

A. Warranty: Manufacturer and Installer agree to repair or replace components of luminaires that fail in materials or workmanship within specified warranty period.

B. Warranty Period: Five year(s) from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Seismic Performance: Luminaires shall withstand the effects of earthquake motions determined according to ASCE/SEI 7

B. Seismic Performance: Luminaires and lamps shall be labeled vibration and shock resistant.

1. The term "withstand" means "the luminaire will remain in place without separation of any parts when subjected to the seismic forces specified and the luminaire will be fully operational during and after the seismic event."

2.2 LUMINAIRE REQUIREMENTS

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Recessed Fixtures: Comply with NEMA LE 4.

C. Bulb shape complying with ANSI C79.1.

D. CRI of minimum of 80. CCT variable or as called out on fixture schedule.

E. Rated lamp life of 50,000 hours.

F. Lamps dimmable from 100 percent to 10 percent of maximum light output unless noted otherwise.

G. Internal driver.

2.3 MATERIALS

A. Metal Parts:

1. Free of burrs and sharp corners and edges.
2. Sheet metal components shall be steel unless otherwise indicated.
3. Form and support to prevent warping and sagging.

B. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position.

C. Factory-Applied Labels: Comply with UL 1598. Include recommended lamps. Locate labels where they will be readily visible to service personnel, but not seen from normal viewing angles when lamps are in place.

1. Label shall include the following lamp characteristics:

    a. "USE ONLY" and include specific lamp type.
    b. Lamp diameter, shape, size, wattage, and coating.
    c. CCT and CRI for all luminaires.

## 2.4 METAL FINISHES

A. Variations in finishes are unacceptable in the same piece. Variations in finishes of adjoining components are acceptable if they are within the range of approved Samples and if they can be and are assembled or installed to minimize contrast.

## 2.5 LUMINAIRE FIXTURE SUPPORT COMPONENTS

A. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for channel and angle iron supports and nonmetallic channel and angle supports.

B. Single-Stem Hangers: 1/2-inch (13-mm) steel tubing with swivel ball fittings and ceiling canopy. Finish same as luminaire.

C. Wires: ASTM A 641/A 641 M, Class 3, soft temper, zinc-coated steel, 12 gage (2.68 mm).

D. Rod Hangers: 3/16-inch (5-mm) minimum diameter, cadmium-plated, threaded steel rod.

E. Hook Hangers: Integrated assembly matched to luminaire, line voltage, and equipment with threaded attachment, cord, and locking-type plug.

# PART 3 - EXECUTION

## 3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Examine roughing-in for luminaire to verify actual locations of luminaire and electrical connections before fixture installation. Proceed with installation only after unsatisfactory conditions have been corrected.

## 3.2 INSTALLATION

A. Comply with NECA 1.

B. Install luminaires level, plumb, and square with ceilings and walls unless otherwise indicated.

C. Install per manufacturer’s requirements.

D. Install lamps in each luminaire.

E. Supports:

1. Sized and rated for luminaire weight.
2. Able to maintain luminaire position after cleaning and relamping.
3. Provide support for luminaire without causing deflection of ceiling or wall.
4. Luminaire mounting devices shall be capable of supporting a horizontal force of 100 percent of luminaire weight and vertical force of 400 percent of luminaire weight.

F. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables" for wiring connections.

## 3.3 IDENTIFICATION

A. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

## 3.4 FIELD QUALITY CONTROL

A. Perform the following tests and inspections:

1. Operational Test: After installing luminaires, switches, and accessories, and after electrical circuitry has been energized, test units to confirm proper operation.
2. Test for Emergency Lighting: Interrupt power supply to demonstrate proper operation. Verify transfer from normal power to battery power and retransfer to normal.

B. Luminaire will be considered defective if it does not pass operation tests and inspections.

C. Prepare test and inspection reports.

END OF SECTION 265119

# SECTION 280500 - COMMON WORK RESULTS FOR ELECTRONIC SAFETY AND SECURITY

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. General provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Section.

B. Scope of work for Division 27/28 work shall be defined in these specifications and correspondingly shown on the drawings.

C. All equipment and work shall comply with all applicable national and local codes.

D. All equipment and raceway shall be supported in accordance with ASCE 7 Chapter 13.

### 1.2 SCOPE AND RESPONSIBILITY

A. The Contractor shall provide materials, labor, equipment, and services necessary to furnish, deliver and install completely functional sliding devices integrated with the existing PLC/Locking Control system.

B. The Contractor shall provide materials, labor, equipment, and services necessary to furnish, deliver and install CAT6 cable and conduit infrastructure for future devices as shown on SE1.1. Conduit and cable is to be installed in accordance with this specification.

C. Refer to Division 260000 “Electrical” for details governing electrical installations as required by these documents.

D. Coordinate interfaces with detention door, frame, and hardware upgrades with the DEC and Detention specifications.

E. The Contractor shall be completely responsible for working out and resolving any and all issues that may occur with the local unions.

F. The Contractor may subcontract portions of the work; however, they shall be responsible for system coordination and integration of the complete project.

G. The Contractor shall be completely responsible for identifying, acquiring and paying for all licenses and permits, and special inspections that may be required to perform the Work of this project. If licenses are required before bidding, then the Contractor shall not bid any portion of the Work until the required licenses are obtained.

H. The Contractor shall utilize the conduit identified in the construction documents unless shown as new. Any changes required by the successful Contractor for proper system operation shall be at

the expense of the Contractor. The Contractor shall completely coordinate all boxes, raceways, and installations.

I. Existing work to remain, unless otherwise noted

1. Existing conduit and cable from PLC cabinet to slider headers.
2. Existing PLC/Relays/Power supplies
3. Existing TCS programing.
4. Existing conduit routed to field devices.
5. Existing tel/data rack in 449.

J. The Contractor shall develop a phasing plan and installation schedule that clearly identifies the cutover and installation of the new doors. The submitted plan and schedule shall be developed to minimize impact to the facility. The Contractor shall develop and submit the information noted above with the "Construction Schedule".

K. The contractor is to verify all field voltages and PLC operations for the **seven wires** at each slider. The contractor is to coordinate existing voltages with the new detention equipment provided. This includes the locking, unlocking, limit switch, and the new key switch being provided at each opening.

L. Status Report.

1. Provide a status report, with submittals, of the functionality of the existing field devices (locks, sliding devices, monitors at doors) that are to be controlled and monitored by the new control equipment. It shall be the responsibility of the Contractor to confirm that all existing field devices, other than those noted as "faulty" on the status report, are functioning at end of the project. Refer to 3.10 below for additional information and sample report.
2. The system status report as described above shall be performed and submitted no sooner than 1 calendar month before demolition is scheduled to begin.
3. The Contractor shall immediately submit a written report of any problems with the existing field devices to the Owner and Engineer.

M. Manufacturer's Qualifications

1. Refer to each individual specification section for a list of acceptable manufacturers.
2. Throughout the specifications and drawings, types of materials may be approved and specified by the manufacturer's name and catalog number in order to establish standards of quality and performance. If the bidder desires to substitute, he must request the Engineer's approval in writing fourteen (14) days prior to bid date. Approval must be issued by written Addendum prior to bid date.

## 1.3 SUBMITTALS

A. Submittals shall be organized into four (4) major sections as follows:

1. General data:

a. Table of contents.
b. Signed certification that the control panel terminations and voltages have been field verified.
c. Signed certification that the control voltages have been coordinated with the approved detention hardware submittals.

2. Manufacturer's data sheets organized by specification section:

a. Table of contents.
b. Bill of material for each system listing specification paragraph and device model number submitted.
c. Device sheets to be organized in the same order as equipment was specified.
d. Provide data sheets for additional items as required at the end of each section.
e. The product cut sheets shall be annotated to clearly identify only those specific functions and features that are applicable to this project.

3. Shop Drawings

a. Complete list of drawings.
b. Wiring diagrams for sliding devices device.
c. Data sheets for wire and conduit components to be used.
d. Review and coordinate conduit drawings and confirm routing locations prior to installation. Provide wiring information for each device and conduit run and provide wire fill information. The Contractor shall bear all costs for any changes or modifications required for conduit installation shown on SE1.1.
e. Large scale equipment rack layout drawings detailing CAT6 cable termination locations.
f. One-line diagrams reflecting interconnections and interfaces between each of the systems components.

B. Submittals not organized as specified shall be considered incomplete and will be rejected.

C. Submittals for all security electronics sections shall be submitted at one time regardless of which firm is providing equipment or installation.

D. Submit a single electronic "Draft" copy of the submittal documents for review to the Engineer. Following review of draft submittal, the Contractor shall proceed with creating and submitting the final version for review.

E. Unless required otherwise in Division 1, the Contractor shall electronically submit a complete set of documentation for final approval. Coordinate final set quantity with the Engineer prior to finalizing. The engineer and/or owner shall have the right to request a hard copy at their discretion.

F. Provide electronic copies of the submittal and operation manuals in Portable Document Format (PDF). All files shall be compatible with the free Adobe Reader available from Adobe at www.adobe.com. All files shall be searchable by text through Adobe Reader. The files shall be stored in folders organized as follows:

G. The submittal shall reflect the systems as they are defined by the project plans and specifications, contract and signed/documented clarifications, substitutions and changes to the above documents by the Engineer.

H. The submittal documents shall be updated throughout the project construction and be included with the operation and maintenance manuals to provide accurate as-built documentation of all systems.

## 1.4 OPERATING/MAINTENANCE MANUALS

A. Contractor shall furnish one copy of O&M manual in PDF format on USB storage device. Electronic documents shall be original PDFs, not scans, and shall be fully searchable using Adobe Acrobat software products. The O&M manual submittal shall coincide with the final inspection and precede Contractor's request for final payment. These manuals shall include:

1. Instructions for the care and operation of the systems and materials.
2. Parts list to aid the Owner with ordering replacement parts.
3. As-Built conditions. The Contractor shall have a draft copy of the as-built drawings onsite for the final system inspection.
4. Telephone, Fax, Address, website and instructions for contacting the appropriate personnel during the warranty period as well as for service.

## 1.5 SUBSTITUTIONS

A. No substitutions of equipment or material will be permitted where specific trade names or a manufacturer is listed, unless the Engineer adds them by an addendum.

B. Materials and products specified by name of manufacturer or brand trade name shall be the basis of the bids received unless changed by addendum prior to the bid dates.

C. In the event a Contractor wishes to use any materials or products other than those specified he shall make a written request to the Engineer, naming the proposed substitution.

D. All additional costs resulting from the use of an approved substitution shall be borne by the Contractor without additional expense to the Owner. Such additional costs shall include necessary modifications and alterations to structures, equipment, raceways and furnishing of all additional materials required to affect the substitution.

## 1.6 WARRANTY

A. The Contractor shall warrant the systems and equipment furnished under this Section to be free from defects in material and workmanship for a period of one (1) year after substantial completion. Should the Owner, General Contractor, or Engineer serve written notice on the during the warranty period of any such defect, the Contractor shall make good the defect at its own expense.

B. The Contractor must have full-time employees trained in and devoted to the maintenance and repair of systems and equipment furnished.

C. The Contractor shall provide service to the system throughout the warranty period in a timely manner.

1. Service response requirements shall include the following:

a. Twenty-four (24) hour phone number.
b. Ability to restore functionality within twenty-four (24) hours after notification on a twenty-four (24) hour basis.
c. Response personnel shall be factory technicians trained by the manufacturers of the system components, with five years of experience, servicing systems of the type included in this project.

PRODUCTS

1.7 SECURITY SCREWS

A. Equipment: **All** security equipment specified shall have stainless steel torx-head with center-pin security screws. Such areas include but are not limited to corridors, dayrooms, cells, and visitation areas.

1.8 SECURITY COVERS

A. Equipment: All security equipment specified in inmate areas within reach of inmates, which are not of detention grade (because of code requirements or application) shall be protected with security covers. Provide covers sized to surround the device without substantially degrading the function.

1.9 CONDUIT

A. Acceptable manufacturers

1. Hubbell
2. Appleton
3. Thomas and Betts
4. Steel City
5. Raco Steel Products
6. Quazite
7. Products “equal to” are acceptable by other manufacturers with review approval

B. Conduit: The following are standards to be used when selecting the proper conduit to install.

1. All conduits shall be listed and labeled by Underwriters Laboratories for use as raceway system for electrical conductors.

2. Rigid galvanized conduit shall comply with UL Standard UL 6 and ANSI standard C-80.1.
3. Intermediate metallic conduit shall comply with UL Standard UL 1242.
4. Electric Metallic Tubing shall comply with UL Standard UL 797 and ANSI Standard C-80.3.
5. Rigid Non-metallic electrical conduit shall comply with UL standard UL 651.

C. Pull Box: The following are standards to be used when selecting the proper type of pull boxes to install.

1. Pull boxes and junction boxes shall be UL listed and labeled.
2. Dimension of pull boxes and junction boxes shall not be less than those dimensions required by the NEC for the number, size, and position of conduits entering the box.

D. Outlet Box: All outlet boxes shall be UL listed.

## 1.10 DATA OUTLETS

A. Flush Faceplates

1. Faceplates shall be UL Listed.
2. Faceplates in inmate areas shall be constructed of unbreakable nylon.
3. Faceplates shall be 2.75" W x 4.5" H (69.8 mm x 114.3 mm) for single gang and 4.5” X 4.5” (114.3 X 114.3 mm) for double gang
4. Faceplates shall be available to mount one drop in a single gang box.
5. Faceplates shall provide for TIA/EIA 606 compliant station labeling.
6. Faceplates shall have plastic covers over the mounting screws that can be replaced with a clear plastic window over a printable paper insert.
7. Faceplates shall be coordinated with Division 26 outlets to match in color and type. Refer to Division 26 specifications prior to bid.

B. Copper CABLE

1. CommScope GigaSPEED XL 1571A cable, unshielded twisted pair (UTP) listed to Category 6. This shall be for all security Ethernet applications. Color as required.
2. Cable shall consist of 4 twisted pairs.
3. CommScope GigaSPEED XL 1071E ETL cable, unshielded twisted (UTP) listed to Category 6 shall be used (or equal).
4. Listing: All wiring and raceways shall be listed for the intended installation and installed in strict accordance with the NEC as required by the conditions of where it is installed. This includes but not limited to ratings for riser, plenum or wet installations. The Contracotr must verify that all conduit is sized correctly and in accordance with the NEC.

EXECUTION

1.11 INSTALLATION

A. Mounting Screws: When mounting devices to walls or structures, install all screws and mounting hardware for each device.

B. Devices: Align rectangular devices so that the bottom edge of the device is parallel to the floor.

C. Wiring: Wiring to be continuous between device and rack termination points. Wiring to be supported and protected as required by the OESC. Strap all wiring into neat bundles for a quality installation inside panels and cabinets. All wiring to be identified between systems.

D. All wire that is an extension of existing wire is to be landed on screw terminal units of size, ampacity rating, material, type, and class suitable for service indicated. All wire terminals shall be equal to the Phoenix Contact module UT 4 modular screw terminal. Terminals shall be constructed to limit fanning of stranded wire and rated for 1000 volts and 32 amps with appropriately sized wire.

E. Listing: All wiring and raceways shall be listed for the intended installation and installed in strict accordance with the National Electric Code as required by the conditions of where it is installed. This includes but is not limited to ratings for riser, plenum, or wet installations.

F. Abandoned Wire: All existing wiring not energized shall be removed in its entirety.

G. All wiring/cabling shall be labeled with the system type and the device ID at each end. The numbering system used should match the equipment wiring plans and be similar to the following:

1. C### camera (coax or CAT6 cable).
2. D#### Data drop
3. The label shall be generated by a Brady I.D. Plus Pro Printer or equal and utilize a Brady part# WML-511-292 label or equal. The label used should allow for the clear part of the label to overlap and protect the printed portion of the label from being exposed to damage and/or being rubbed off over time. Handwritten labels are not acceptable.

H. All new wiring is to be in conduit.

1.12 CONDUIT INSTALLATION: CONDUITS SHALL BE APPROPRIATE FOR THE INTENDED INSTALLATION.

A. In addition to conduit installation requirements below where conduit is exposed in inmate areas, in every case, it shall be rigid.

B. Roof: No conduit shall penetrate and/or be installed across the Roof.

C. EMT: All other conduit, unless excluded herein, not permitted by the NEC, or otherwise indicated on the drawings, shall be electrical metallic tubing (EMT).

1. **All EMT fittings shall be steel compression type.**
2. EMT set screw fittings will NOT be acceptable for any installations.

D. Flexible Conduit: Use flexible conduit is acceptable when required for connections to devices **where the flex is routed above ceilings or within mechanical and utility chases.**

1. Flexible conduit used when required shall not exceed 3 feet in length.
2. Maintain ground continuity through flexible conduit with green equipment grounding conductor. Do not use conduit for ground continuity.
3. 
4. Conduit shall be run following the most direct route between two points.
5. Conduit shall not be installed in concrete wall panels which is less than three inches thick or where the outside conduit diameter is larger than 1/3 of the concrete thickness.
6. Conduits shall not be installed within shear walls unless specifically indicated on the drawings. Conduits shall not be run directly below and parallel with load bearing walls.

E. Concealed, above Ceilings, and surface mounted and exposed installations outside of inmate accessible areas:

1. Conduit shall be run parallel or at right angles to existing walls, ceilings, and structural members.
2. Support conduits at intervals not exceeding ten (10) feet and within three (3) feet of each outlet, junction box, cabinet or fitting for all ceiling and installations above ceilings
3. Attach individual conduits to structural steel members with beam conduit clamps and to non-metallic structural members with one-hole conduit straps. Exposed conduits suspended from structural members shall be installed with hangar rods and conduit clamp assemblies. Multiple conduits in the same run shall be supported by trapeze type supports suspended from the structure. Do not attach conduits to ceiling suspension system channels or suspension wires. All installations must meet project seismic requirements.
4. Attach feeder conduits larger than one (1) inch diameter to the building structure on intervals not to exceed ten (10) feet. Attach conduit with conduit beam clamps, one (1) hole conduit straps or trapeze type support in accordance with support systems described for branch circuit conduits.
5. Conduit support fastening devices. Exposed anchors of any type shall have pin-torx security style heads.

    a. Anchors for solid masonry and concrete shall be self-drilling expansion shields, insert type expansion shield, or lead shields with machine bolts.
    b. Fasten support device to wood with wood screws. Nails are not acceptable.
    c. Fasten support device to hollow masonry with toggle bolts.
    d. Fasten support device to steel with machine screws with bolts and beam clamps.

6. Where conduits must pass through structural members, obtain approval of location and size of hole prior to drilling from Engineer.
7. Install all conduits or sleeves penetrating rated fire walls or fire floors to maintain fire rating of wall or floor.
8. Conduits rigidly secured to building structure on opposite sides of a building expansion joint shall be provided with an expansion and deflection coupling. In lieu of an expansion coupling, conduits 2-1/2 inches and smaller may be provided with junction boxes on both

sides of the expansion joint connected by 15 inches of slack flexible conduit with bonding jumper.

F. Exposed Raceway in inmate accessible areas and dayroom locations mounted below ten (10) feet or within ten (10) feet of inmate reach.

1. Do not install exposed conduit systems in inmate housing area or other areas normally accessible to inmates unless such installations are specifically indicated and/or required on the drawings. Where exposed conduit is required, all conduits shall be Rigid/IMC metal and all outlet boxes shall be cast metal type with threaded hubs.
2. Boxes with removable KO's-Knockout plugs for conduit entry are unacceptable for use below 10 feet or within inmate dayroom locations.
3. Install conduits flat against wall; offsets or "kicks" shall be permitted only to enter outlet box.
4. Support exposed conduits on centers not exceeding 2'0" and within 12" of each outlet box using two-hole conduit straps attached to surface with non-removable break off security type bolts or drive-pin anchors.
5. **Exposed conduit in inmate areas and Dayroom is not allowed unless covered with a 14-gauge metal "HAT" style channel. The channel shall have anchors along both sides no less than 16" apart and security sealant must be applied where the shroud edge meets a wall. Where conduit is covered with a "HAT" channel or SHROUD is provided EMT conduit may be utilized.**

G. All conduits shall be supported in accordance with ASCE 7 Chapter 13.

H. Furnish and install a listed expansion/deflection fitting or other approved means where a raceway crosses a structural joint intended for expansion, contraction, or deflection, used in buildings or other structures as required by the Electric Code in 300.4-H. Furnish and install electrical continuity by bonding jumpers or other means as required by 250.98 of the Electric Code."

I. Seal all penetrations through fire and smoke barriers in such a way as to maintain the fire and smoke ratings. The FAC shall seal all penetrations through interior non-rated walls using fire caulk.

## 1.13 PULL BOX INSTALLATION

A. Pull boxes and junction boxes installed in finished spaces shall be flush mounted cabinets provided with trim, hinged door, and flush latch and lock to match panel trim for flush mounted electrical panel board.

B. Pull boxes and junction boxes installed in unfinished spaces shall be galvanized boxes with covers held by screws.

C. Pull boxes shall be provided where indicated on the drawings and where required to facilitate the installation of conductors. Pull boxes shall be installed exposed only in unfinished spaces, unless otherwise indicated on the drawings, and shall be installed to be fully accessible as required by the NEC.

D. Splices are not permitted in pull boxes except when approved in writing by the Engineer or were shown on the drawings. Pull all wires in a single continuous run between devices and terminating screws.

E. All boxes shall be supported in accordance with ASCE 7 Chapter 13.

1.14 OUTLET BOX INSTALLATION

A. Ceiling: Flush mounted outlet boxes for devices mounted on the ceiling shall be 4" square boxes 1-1/2" deep.

B. Alternate: Where only one conduit enters box, 3-1/2" deep single gang switch box may be used.

C. Outlet boxes for devices surface mounted on walls shall be FS boxes with matching device plate.

D. Where a special purpose device requires a larger outlet box than specified herein, provide outlet box suitable for specific device. These outlet boxes shall be of the same type as specified herein for the installation required.

E. Where a low voltage device is installed in a common box with a line voltage device, provide metal barrier within outlet box to establish two separate compartments.

F. Review the drawings for areas where outlets occur within specific architectural or structural features and install outlets as shown on the drawings. If not shown, accurately center and align boxes within the architectural feature or detail.

G. Outlet boxes for flush mounted devices shall be set to within 1/8" of finished wall.

H. All boxes shall be supported in accordance with ASCE 7 Chapter 13.

1.15 EMPTY RACEWAY.

A. Provide pull string in all empty raceway for future wire installation.

B. Provide black cover for all outlet boxes. Secure covers with security screws.

1.16 FIELD QUALITY CONTROL

A. Licensed Electrician: All conduit and raceway for low voltage systems shall be installed by a Master Licensed Electrician or Contractor Licensed Electrician.

B. Debris: All conduits, pull boxes, junction boxes, and outlet boxes shall be installed free of concrete, dirt, or other debris.

C. Future conductors: All conductors not energized for this project shall be terminated on both ends and labeled for “Future.”

D. Alignment: All conduits shall be installed parallel to walls and ceilings.

E. Bends: All conduit shall be installed to minimize bends and offsets.

F. Inmate areas: Do not install pull boxes, conduits, or junction boxes in space normally accessible to inmates.

G. Seismic: All raceway shall be supported in accordance with ASCE 7 Chapter 13.

## 1.17 INSTALLATION OF TWISTED-PAIR HORIZONTAL CABLES

A. Comply with NECA 1 and NECA/BICSI 568.

B. General Requirements for Cabling:

1. Comply with TIA-568-C.0, TIA-568-C.1, and TIA-568-C.2.
2. Comply with BICSI's "Information Transport Systems Installation Methods Manual (ITSIMM), Ch. 5, "Copper Structured Cabling Systems," "Cable Termination Practices" Section.
3. Do not untwist twisted pair cables more than 1/2 inch from the point of termination to maintain cable geometry.
4. Terminate all conductors; no cable shall contain unterminated elements. Make terminations only at indicated outlets, terminals, cross-connects, and patch panels.
5. Consolidation points may be used only for making a direct connection to equipment outlets:
6. Do not use consolidation point as a cross-connect point, as a patch connection, or for direct connection to workstation equipment.
7. Locate consolidation points for twisted-pair cables at least 49 feet from communications equipment room.
8. Cables may not be spliced. Secure and support cables at intervals not exceeding 30 inches and not more than 6 inches from cabinets, boxes, fittings, outlets, racks, frames, and terminals.
9. Install lacing bars to restrain cables, prevent straining connections, and prevent bending cables to smaller radii than minimums recommended by manufacturer.
10. Bundle, lace, and train conductors to terminal points without exceeding manufacturer's limitations on bending radii, but not less than radii specified in BICSI Information Transport Systems Installation Methods Manual, Ch. 5, "Copper Structured Cabling Systems," "Cable Termination Practices" Section. Use lacing bars and distribution spools.
11. Do not install bruised, kinked, scored, deformed, or abraded cable. Do not splice cable between termination, tap, or junction points. Remove and discard cable if damaged during installation, and replace it with new cable.
12. Cold-Weather Installation: Bring cable to room temperature before de-reeling. Heat lamps shall not be used for heating.
13. Pulling Cable: Comply with BICSI Information Transport Systems Installation Methods Manual, Ch. 5, "Copper Structured Cabling Systems," "Pulling and Installing Cable" Section. Monitor cable pull tensions.

C. Separation from EMI Sources:

1. Comply with recommendations from BICSI's "Telecommunications Distribution Methods Manual" and TIA-569-D for separating unshielded copper communication cable from potential EMI sources, including electrical power lines and equipment.
2. Separation between open communications cables or cables in nonmetallic raceways and unshielded power conductors and electrical equipment shall be as follows:

    a. Electrical Equipment Rating Less Than 2 kVA: A minimum of 5 inches.
    b. Electrical Equipment Rating between 2 and 5 kVA: A minimum of 12 inches.
    c. Electrical Equipment Rating More Than 5 kVA: A minimum of 24 inches.

3. Separation between communications cables in grounded metallic raceways and unshielded power lines or electrical equipment shall be as follows:

    a. Electrical Equipment Rating Less Than 2 kVA: A minimum of 2-1/2 inches.
    b. Electrical Equipment Rating between 2 and 5 kVA: A minimum of 6 inches.
    c. Electrical Equipment Rating More Than 5 kVA: A minimum of 12 inches.

4. Separation between communications cables in grounded metallic raceways, power lines, and electrical equipment located in grounded metallic conduits or enclosures shall be as follows:

    a. Electrical Equipment Rating Less Than 2 kVA: No requirement.
    b. Electrical Equipment Rating between 2 and 5 kVA: A minimum of 3 inches.
    c. Electrical Equipment Rating More Than 5 kVA: A minimum of 6 inches.

5. Separation between Communications Cables and Electrical Motors and Transformers, 5 kVA or HP and Larger: A minimum of 48 inches.
6. Separation between Communications Cables and Fluorescent Fixtures: A minimum of 5 inches.

## 1.18 FIELD QUALITY CONTROL

A. Test and confirm each CAT6 Ethernet cable in accordance with ANSI/TIA-568-C standards

B. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

C. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.

D. Tests and Inspections:

1. Visually inspect jacket materials for NRTL certification markings. Inspect cabling terminations in communications equipment rooms for compliance with color-coding for pin assignments, and inspect cabling connections for compliance with TIA-568-C.1.
2. Visually inspect cable placement, cable termination, grounding and bonding, equipment and patch cords, and labeling of all components.

3. Test twisted pair cabling for DC loop resistance, shorts, opens, intermittent faults, and polarity between conductors. Test operation of shorting bars in connection blocks. Test cables after termination but not cross-connection.

    a. Test instruments shall meet or exceed applicable requirements in TIA-568-C.2. Perform tests with a tester that complies with performance requirements in "Test Instruments (Normative)" Annex, complying with measurement accuracy specified in "Measurement Accuracy (Informative)" Annex. Use only test cords and adapters that are qualified by test equipment manufacturer for channel or link test configuration.

4. A “PASS” indication shall be obtained for all link or channel tests when tested using the appropriate level tester for the appropriate category.
5. Submit copies of all test reports to the Engineer three weeks before the acceptance test.

E. Data for each measurement shall be documented. Data for submittals shall be printed in a summary report that is formatted similarly to Table 10.1 in BICSI's "Telecommunications Distribution Methods Manual," or shall be transferred from the instrument to the computer, saved as text files, printed, and submitted.

F. Remove and replace cabling where test results indicate that they do not comply with specified requirements. End-to-end cabling will be considered defective if it does not pass tests and inspections.

## 1.19 INSPECTIONS AND TESTING

A. The Contractor shall be responsible for issuing a letter to R&N Systems Design confirming that the work is complete and ready for inspection and testing. If the project is completed in phases, a letter will be submitted for each phase to be inspected. As an attachment to the letter confirming the work is “complete” and ready for inspection, the Contractor must attach a self- generated “field test” report for each device which confirms in detail that the Contractor has performed their own system test prior to the inspection by the Consultant.

B. The inspection shall include Systems, Subsystems, Equipment, and Components. Where these terms are used together or separately, they shall be referred to as “the system”. The Contractor shall be prepared to test every point for each system.

C. The Superintendent and Project Manager shall be present and assist in the inspection/testing of the Work. A system programmer should be present, capable of making changes to the system, should the need arise during the final systems test.

D. Substantial completion will not be granted by the engineer until the system is installed and functioning to the Engineer's satisfaction and in accordance with the contract documents. The Engineer has the right to withhold the granting of substantial completion and schedule additional inspections if the system is not installed and functioning in accordance with the contract documents.

E. If additional inspections are required because the Work is incomplete at the time of the scheduled inspection or if any portion of the system fails to function as designed the Contractor shall be responsible for paying for the time and expenses for the Security Consultant to re-schedule and re-inspect the Work. This cost shall include time and expense for each individual of the Security Consulting firm required for the re-inspection. This cost will include travel time, inspection time and travel expenses. An approximated cost in the amount of $5,000.00 must be paid **prior** to re-scheduling the inspection.

1.20 SAMPLE PRE-CONSTRUCTION STATUS REPORT

A. The Contractor shall submit a report before any construction work begins at the facility. The Status Report shall be complete and test every slider to be replaced from all locations. Report should detail open/close and position through the existing PLC/HMI system. Failure to test a device from a location does not absolve the Contractor from responsibility if the device does not work after construction is complete.

END OF SECTION 280500

# SECTION 323113 - CHAIN LINK FENCES AND GATES

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

A. Section Includes:

1. Chain-link fences.

B. Related Requirements:

1. **Section 033000 "Cast-in-Place Concrete"** for cast-in-place concrete.

### 1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at **Project site**.

1. Inspect and discuss electrical roughing-in, equipment bases, and other preparatory work specified elsewhere.
2. Review sequence of operation for each type of gate operator.
3. Review coordination of interlocked equipment specified in this Section and elsewhere.
4. Review required testing, inspecting, and certifying procedures.

### 1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for the following:

a. Fence and gate posts, rails, and fittings.
b. Chain-link fabric, reinforcements, and attachments.

B. Shop Drawings: For each type of fence and gate assembly.

1. Include plans, elevations, sections, details, and attachments to other work.
2. Include accessories, hardware, gate operation, and operational clearances.

C. Samples for Initial Selection: For each type of factory-applied finish.

D. Delegated-Design Submittal: For structural performance of chain-link fence and gate frameworks, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

## 1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For **professional engineer**.

B. Product Certificates: For each type of chain-link fence.

C. Product Test Reports: For framework strength according to ASTM F1043, for tests performed by **manufacturer and witnessed by a qualified testing agency or a qualified testing agency**.

D. Field quality-control reports.

E. Sample Warranty: For special warranty.

## 1.6 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For gate operators to include in emergency, operation, and maintenance manuals.

## 1.7 QUALITY ASSURANCE

A. Testing Agency Qualifications: For testing fence grounding; member company of NETA or an NRTL.

1. Testing Agency's Field Supervisor: Certified by NETA to supervise on-site testing.

B. Mockups: Build mockups to set quality standards for fabrication and installation.

1. Build mockup for typical chain-link fence, including accessories.

a. Size: Can be in place mock up.

## 1.8 FIELD CONDITIONS

A. Field Measurements: Verify layout information for chain-link fences and gates shown on Drawings in relation to property survey and existing structures. Verify dimensions by field measurements.

1.9 WARRANTY

A. Special Warranty: **Manufacturer agrees** and **Installer agrees** to repair or replace components of chain-link fences and gates that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Failure to comply with performance requirements.
b. Deterioration of metals, metal finishes, and other materials beyond normal weathering.

2. Warranty Period: **15** years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design chain-link fence and gate frameworks.

B. Structural Performance: Chain-link fence and gate frameworks shall withstand the design wind loads and stresses for fence height(s) and under exposure conditions indicated according to **ASCE/SEI 7**.

a. Minimum Post Size: Determine according to ASTM F1043 for post spacing not to exceed **10 feet (3 m)** for Material **Group IA, ASTM F1043, Schedule 40 steel pipe**
b. Minimum Post Size and Maximum Spacing: Determine according to CLFMI WLG 2445, based on mesh size and pattern specified.

C. Lightning Protection System: Maximum resistance-to-ground value of 25 ohms at each grounding location along fence under normal dry conditions.

2.2 CHAIN-LINK FENCE FABRIC

A. General: Provide fabric in one-piece heights measured between top and bottom of outer edge of selvage knuckle or twist according to "CLFMI Product Manual" and requirements indicated below:

1. Fabric Height: **As indicated on Drawings**.
2. Provide number 9 gauge or 0.148” wires in 2” mesh.
3. Selvages shall be knuckled at the top and at the bottom.
4. Provide fabric in one piece widths.

2.3 FENCE FRAMEWORK

A. Comply with ASTM F1043 for all framing including rails, braces, line posts, corner posts, tension wires, truss rods, and stretcher bars.

B. End, Corner, Slope and Pull Posts: Provide at least the following minimum sizes and weights:

1. Material and Dimensions: Lbs. per lin. ft:
2. 7’ High: Pipe 4.0” outside Schedule 40

C. Line Posts/Drop Rod: Provide minimum sizes and weights as follows:

1. Material and Dimensions: Lbs. per lin. ft:
2. Pipe, 2.375 outside 3.65

D. Gate Posts: Provide gate posts for supporting single gate leaf, or one leaf of a double gate installation, for nominal gate widths as follows:

1. Material and Dimension: Lbs. per lin. ft:
2. Pipe, 4" outside dimension Schedule 40
3. Over 8’ feet wide, and up to 14 feet wide: Use 6.625" outside diameter pipe weighing 14.0 lbs. per lin. ft.

E. Top Rails

1. Use 1.660" outside diameter pipe, Schedule 40.
2. Provide in manufacturer's longest lengths, with expansion type couplings approximately 6" long for each joint.
3. Provide means for attaching top rail securely to each gate, corner, pull, slope and end post.

F. Post Brace Assemblies:

1. Provide at end and gate posts, and at both sides of corner, slope, and pull posts, with the horizontal brace located at mid-height of the fabric.
2. Use 1.660" outside diameter pipe weighing 1.80 lbs. per lin. ft. for horizontal brace.

G. Tension Wire: Provide number 7 gage galvanized coiled spring wire at bottom of fabric.

H. Truss Rod: Provide 3/8” minimum diameter galvanized rod.

I. Privacy Slats: Plastic fencing slats manufactured from 97 percent recycled plastic containing 97 percent post-consumer recycled plastic.

J. Post Tops:

1. Provide steel, wrought iron, or malleable iron, designed as weather-tight closure cap.
2. Provide one cap for each post.
3. Provide caps with openings to permit through passage of top rail.

K. Stretcher Bars:

1. Provide one-piece lengths equal to full height of fabric, with a minimum cross-section of 3/16" x 3/4".
2. Provide one stretcher bar for each gate and end post, and two for each corner, slope, and pull post, except where fabric is woven integrally into the post.

L. Stretcher Bar Bands:

1. Provide steel, wrought iron, or malleable iron, spaced not over 15" on centers, to secure stretcher bars to end, corner, pull, slope, and gate posts.
2. Bands may be used also with special fittings for securing rails to end, corner, pull, slope, and gate posts.

## 2.4 FITTINGS

A. Provide fittings according to ASTM F626.

## 2.5 GROUT AND ANCHORING CEMENT

A. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C1107/C1107M. Provide grout, recommended in writing by manufacturer, for exterior applications.

B. Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with water at Project site to create pourable anchoring, patching, and grouting compound. Provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating, and that is recommended in writing by manufacturer for exterior applications.

# PART 3 - EXECUTION

## 3.1 EXAMINATION

A. Examine areas and conditions, with Installer present, for compliance with requirements for **a certified survey of property lines and legal boundaries,** site clearing, earthwork, pavement work, and other conditions affecting performance of the Work.

1. Do not begin installation before final grading is completed unless otherwise permitted by Architect.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

## 3.2 PREPARATION

A. Stake locations of fence lines, gates, and terminal posts. Do not exceed intervals of 500 feet (152 m) or line of sight between stakes. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks, and property monuments.

## 3.3 CHAIN-LINK FENCE INSTALLATION

A. Install chain-link fencing according to ASTM F567 and more stringent requirements specified.

B. Post Excavation: Drill or hand-excavate holes for posts to diameters and spacings indicated, in concrete slab, undisturbed soil.

C. Post Setting: Set posts **in concrete** at indicated spacing into firm, undisturbed soil.

1. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during setting with concrete or mechanical devices.
2. Concrete Fill: Place concrete around posts to dimensions indicated and vibrate or tamp for consolidation. Protect aboveground portion of posts from concrete splatter.

    a. Posts Set into Sleeves in Concrete: Use steel pipe sleeves preset and anchored into concrete for installing posts. After posts are inserted into sleeves, fill annular space between post and sleeve with **nonshrink, nonmetallic grout or anchoring cement**, mixed and placed according to anchoring material manufacturer's written instructions. Finish anchorage joint to slope away from post to drain water.

3. Mechanically Driven Posts: Drive into soil to depth of **36 inches (914 mm)**. Protect post top to prevent distortion.

D. Line Posts: Space line posts uniformly at **96 inches (2440 mm)**

E. Post Bracing and Intermediate Rails: Install according to ASTM F567, maintaining plumb position and alignment of fence posts. Diagonally brace terminal posts to adjacent line posts with truss rods and turnbuckles. Install braces at end and gate posts and at both sides of corner and pull posts.

1. Locate horizontal braces at midheight of fabric 72 inches (1830 mm) or higher, on fences with top rail, and at two-third fabric height on fences without top rail. Install so posts are plumb when diagonal rod is under proper tension.

F. Top Rail: Install according to ASTM F567, maintaining plumb position and alignment of fence posts. Run rail continuously through line post caps, bending to radius for curved runs and terminating into rail end attached to posts or post caps fabricated to receive rail at terminal posts. Provide expansion couplings as recommended in writing by fencing manufacturer.

G. Intermediate and Bottom Rails: Secure to posts with fittings.

H. Chain-Link Fabric: Apply fabric to **outside** of enclosing framework. Leave **1-inch (25-mm)** bottom clearance between finish grade or surface and bottom selvage unless otherwise indicated. Pull fabric taut and tie to posts, rails, and tension wires. Anchor to framework so fabric remains under tension after pulling force is released.

I. Tie Wires: Use wire of proper length to firmly secure fabric to line posts and rails. Attach wire at one end to chain-link fabric, wrap wire around post a minimum of 180 degrees, and attach other end to chain-link fabric according to ASTM F626. Bend ends of wire to minimize hazard to individuals and clothing.

1. Maximum Spacing: Tie fabric to line posts at 12 inches (300 mm) o.c. and to braces at 24 inches (610 mm) o.c.

J. Fasteners: Install nuts for tension bands and carriage bolts on the side of fence opposite the fabric side. Use security fasteners where applicable.

## 3.4 FIELD QUALITY CONTROL

A. Testing Agency: **Engage** a qualified testing agency to perform tests.

B. Prepare test reports.

END OF SECTION 323113

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | January 23, 2024 |
| **Subject:** | Approval of BF Fairgrounds Racetrack Railing for Surplus Material |
| **Presenter:** | |
| **Prepared By:** | Diana Brown, Finance/Sales Specialist |
| **Reviewed By:** | Tom French, Event Center and Fairgrounds 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

The Benton County Fairgrounds maintains county property, through the General Fund (Current Expense) including the following:

Racetrack railing

The Event Center and Fairgrounds Manager has determined the property, listed above, to have reached the end of its useful life for county purposes, and that the disposition of said property, through recycle, to be the most cost effective for the county. The Event Center and Fairgrounds Manager has adequately researched the current market and found the current value of the subject County property to be less than two thousand five hundred dollars ($2,500).

In accordance with RCW 36.34.020, the Board of Benton County Commissioners are not required to publish a notice of intention to sell when: (1) selling to a government agency; (2) personal property to be disposed of is to be traded in upon the purchase of a like article; (3) the value of the property to be sold is less than two thousand, five hundred dollars; (4) the county legislative authority by a resolution setting forth the facts has declared an emergency to exist.

Upon the recycling of the county property owned by the Event Center and Fairgrounds, all proceeds of which, shall be deposited into the appropriate fund, in accordance with RCW 36.33A.050 and RCW 43.09.210.

## Fiscal Impact

Minimal revenue may be received through the recycling of the subject property. Current value of scrap metal ranges between $0.03 and $0.05 per pound.

## Recommendation

Staff recommends that the Board of Benton County Commissioners declare the subject county property as surplus and authorize the Event Center and Fairgrounds Manager to dispose of the property via recycle.

## Suggested Motion

Approve as part of the Consent Agenda.

# RESOLUTION

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

**IN THE MATTER OF DECLARING COUNTY-OWNED PROPERTY AS SURPLUS AND AUTHORIZING EVENT CENTER MANAGER, TOM FRENCH, TO DISPOSE OF VIA RECYCLE**

**WHEREAS**, the Benton County Fairgrounds maintains county property, through the General Fund (Current Expense), including the following: racetrack railing; and

**WHEREAS**, the Event Center and Fairgrounds Manager has determined the property, listed above, to have reached the end of their useful life for county purposes, and that the disposition of said property, through recycle, to be the most cost effective for the county; and

**WHEREAS**, the Event Center and Fairgrounds Manager has adequately researched the current market, and found the current value of the subject County property to be less than two thousand five hundred dollars ($2,500); and

**WHEREAS**, in accordance with RCW 36.34.020, the Board of Benton County Commissioners are not required to publish a notice of intention to sell when: (1) selling to a government agency; (2) personal property to be disposed of is to be traded in upon the purchase of a like article; (3) the value of the property to be sold is less than two thousand, five hundred dollars; (4) the county legislative authority by a resolution setting forth the facts has declared an emergency to exist; and

**WHEREAS**, the Board of Benton County Commissioners constitutes the legislative authority of Benton County and finds that the surplus and disposal, via recycle, of the subject county owned property as being in the best interest of Benton County; and

**WHEREAS**, upon the recycling of the county property owned by the Event Center and Fairgrounds, all proceeds of which, shall be deposited into the appropriate fund, in accordance with RCW 36.33A.050 and RCW 43.09.210; **NOW, THEREFORE,**

**BE IT RESOLVED** that the Board of Benton County Commissioners hereby declares the subject county property as surplus and authorizes the Event Center and Fairgrounds Manager to dispose of the property via recycle, and to therefore have the Event Center and Fairgrounds and County Administration remove the property, as may be applicable, from the inventory lists.

**DATED** this 23rd day of January 2024.

_____
Chairman

_____
Chairman Pro Tem

Attest:

_____
Clerk of the Board

_____
Commissioner

Constituting the Board of County Commissioners
Benton County, Washington

Orig: Events Center (Fairgrounds)

D. Brown

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | January 23, 2024 |
| **Subject:** | Agreement between BF Fairgrounds and Visit Tri-Cities for SkyNav Services |
| **Presenter:** | Tom French, Events Center Manager |
| **Prepared By:** | Diana Brown |
| **Reviewed By:** | Tom French, Events Center 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

Tom French requests permission to enter into an agreement with Visit Tri-Cities for SkyNav services. The services would include an immersive 360° tour of the fairgrounds to generate more building rentals. The initial cost of the immersive tour is $999. Subsequent years require a fee of $500 per year maintenance fee which includes any updates, uploading new photos, and requests for changes.

The attached agreement has been reviewed and approved by Jeff Aultman.

## Fiscal Impact

**$999.00 2024 1240 575400 54103**

**$500.00/yr in 2025 and on until termination (at any time)**

## Recommendation

Recommend authorization for Tom French to sign the SkyNav agreement and use funds for purchase

## Suggested Motion

Move to approve the execution of an agreement with Visit Tri-Cities for SkyNav services and authorize the Events Center Manger, Tom French, to sign the agreement with Visit Tri-Cities.

# RESOLUTION

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

**IN THE MATTER OF EXECUTING AN AGREEMENT WITH VISIT TRI-CITIES FOR SKYNAV SERVICES AND AUTHORIZING EVENTS CENTER MANAGER, TOM FRENCH TO SIGN THE VISIT TRI-CITIES SKYNAV AGREEMENT**

**WHEREAS,** the Events Center Department recommends approval of an agreement with Visit Tri-Cities for SkyNav, a marketing tool for the fairgrounds; and

**WHEREAS,** the SkyNav service includes photographs of buildings and a 360° virtual tour that can be used on the Benton County Fairgrounds webpage and the Fairgrounds Facebook page; and

**WHEREAS,** the initial cost for this service is $999.00 and is to be paid from fund 1240 575400 54103; and

**WHEREAS,** an annual maintenance fee of $500 is to be paid in 2025 and subsequent years until termination which can be exercised at any time; and

**WHEREAS,** attached agreement has been reviewed and approved by the Benton County Legal department; **NOW, THEREFORE,**

**BE IT RESOLVED**, that the Board of Benton County Commissioners, Benton County, Washington hereby executes the agreement with Visit Tri-Cities for their SkyNav service.

**BE IT FURTHER RESOLVED**, that the Board of Benton County Commissioners authorizes Events Center Manager, Tom French, to sign the attached agreement with Visit Tri-Cities.

**BE IT FURTHER RESOLVED,** the term of the attached agreement commences on 1/1/24 and shall expire upon termination at any time desired.

**Dated this 23rd day of January, 2024.**

**Chairman of the Board**

**Chairman Pro Tem**

**Commissioner**

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

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

Orig: Events Center (Fairgrounds)

D. Brown

# Get on the Map!

# SkyNav Partner Tour Package Commitment Form

Visit Tri-Cities recently launched an immersive 360º tour of the Tri-Cities through a partnership with SkyNav, a marketing platform that creates a dynamic virtual experience with stunning aerial to ground spherical imagery. The interactive tour highlights points of interest with image galleries, videos and information to assist visitors in planning their getaway to the Tri-Cities.

The virtual tour is not only a powerful tool for visitors to plan their vacation, but an opportunity for **local tourism-related businesses** to showcase their visitor experience. Visit Tri-Cities is offering attractions, restaurants, breweries, wineries, hotels, meeting venues and other tourism-related businesses the opportunity to appear on the virtual tour and get on the map!

**Panorama Partner Tour Package** (Retail price $5,000.00)

**TOUR PACKAGE FEATURES INCLUDE:**

- 5 Panorama 360º images (1 aerial panorama connecting to 4 ground panoramas) – programming set-up
- 3 Information Beacons
- Integration into main tour and navigation
- iFrame embed code for use on partner websites
- Air to ground nav system Left menu / hotspot nav system
- Google Analytics
- Google Maps integration
- Social network links (Facebook, Twitter, Pinterest, Instagram, Youtube...)
- SEO optimization
- Social sharing (Facebook, Twitter) Email sharing
- Lensflare
- Retina display
- Mobile ready (iOS / Android)
- Full Screen mode Multiresolution (quick loading)
- HTML5 (No plugins needed) iOS / Android ready

**Information Beacon (Single Beacon)**

- Presence on Tour (Photo/Info, YouTube, Vimeo, Google Street)
- Includes link back to website
- Information can be updated or changed up to 4 times per year

**Timeline for Panorama Partner Tour Package**

_____ Commitment Form due to participate in Panorama Partner Tour Package

_____ 50% of total cost due to VTC

_____ SkyNav Team in Tri-Cities to shoot 360 photos of participating businesses.

_____ Partners added to VTC Virtual Tour; remaining invoice balance will be billed and due.

*Actual Dates will be confirmed after commitment deadline.

**Timeline for Information Beacon(s):**

Information Beacons can be added at any time with completed agreement and 50% payment received.

Beacons can be added in advance even if your business will be opting into the Panorama Package.

Media (i.e., photo, you tube links, vimeo, google street, matterport,

# Get on the Map!

# SkyNAV Partner Tour Package Commitment Form

Visit TRI-CITIES WASHINGTON

**PRICING**

| Options | First-Year Investment | Annual Maintenance Fee (Starting Year 2) |
|---|---|---|
| **Panorama Partner Tour Package*** | **$999** (**$1,999 *less 50% TPA match*****) | **$500.00** |
| **Information Beacon** | **$500.00** | **$350.00** |

*Any additional Panoramas above stated scope available at $250.00 per pano. (Not available for Information Beacon Option) Additonal Beacons available at $150

** A 50% price match is being extended to the first 50 tourism-related businesses that choose to participate in the Tri-Cities Panorama Tour Package (up to $1,000) through funds available from the Tourism Promotion Assessment (TPA). The price match will not apply to any additional panoramas or beacons added to the package. Any add-ons will be the full responsibility of the participant.

**BILLING**

50% of total cost is due to VTC two weeks prior to on-site shoot; the remainder will be due once partner tour is live on the Tri-Cities Virtual Tour platform.

Only tourism-related businesses may participate in the tour.

Maintenance Fee will be billed annually
($500 for Panorama package and $350 for Information Beacon).

**Yes,** put my business on the map! I would like to commit to participating in the Tri-Cities 360° Virtual SkyNAV Tour.

☑ **Panorama Partner Tour Package** ($999) includes 5 panoramas (1 aerial and 4 grounds panos); 3 Information Beacons

0 Additional Panos ($250.00 each, provide number of additional panos)

0 Additional Information Beacons ($150.00 each, provide number of additional beacons)

Total Partner Cost: $ 999.00

**OR**

☐ **Information Beacon** ($500.00 partner cost)

Total Partner Cost: _____

Business Name: Benton County Fairgrounds

Contact Name: Diana Brown

Address: 1500 S Oak Street

City/State/Zip: Kennewick, WA 99337

Phone: 509-222-3751 Fax: _____

Email: Diana.Brown@Co.Benton.wa.us

Please return your completed form to Michele@VisitTri-Cities.com

## Diana Brown

**From:** Jeffrey Aultman
**Sent:** Friday, December 29, 2023 11:28 AM
**To:** Diana Brown
**Subject:** Re: SkyNav Tour from Visit Tri-Cities

Hi, Diana. I approve the contract as to form.

At the rate you and Tom are marketing the fairgrounds, it's no wonder it's a profitable department in the county.

Happy New Year!

Jeff

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

---

**From:** Diana Brown <Diana.Brown@co.benton.wa.us>
**Sent:** Friday, December 29, 2023 10:50:41 AM
**To:** Jeffrey Aultman <Jeffrey.Aultman@co.benton.wa.us>
**Subject:** RE: SkyNav Tour from Visit Tri-Cities

Hi Jeff,

I need your approval on this agreement. But I'm not sure what I need from you. So maybe just a response to this email for my records? Thanks!

Happy New Year!

**Diana Brown**
Finance/Sales Specialist
Benton County Fairgrounds
1500 S Oak Street, Bldg 20
Kennewick, WA 99337
509-222-3751 Office
509-778-3821 Mobile

**From:** Diana Brown
**Sent:** Wednesday, December 27, 2023 11:00 AM
**To:** Jeffrey Aultman <Jeffrey.Aultman@co.benton.wa.us>
**Subject:** RE: SkyNav Tour from Visit Tri-Cities

Nicole said that the agreement needed to be review by you before I submit to the BOCC. So, just your blessing☺

**Diana Brown**
Finance/Sales Specialist
Benton County Fairgrounds
1500 S Oak Street, Bldg 20
Kennewick, WA 99337
509-222-3751 Office
509-778-3821 Mobile

**From:** Jeffrey Aultman <Jeffrey.Aultman@co.benton.wa.us>
**Sent:** Wednesday, December 27, 2023 10:58 AM
**To:** Diana Brown <Diana.Brown@co.benton.wa.us>
**Subject:** RE: SkyNav Tour from Visit Tri-Cities

I knew you knew what's going on. Sounds good. Let me know what you need from me.

**From:** Diana Brown <Diana.Brown@co.benton.wa.us>
**Sent:** Wednesday, December 27, 2023 10:54 AM
**To:** Jeffrey Aultman <Jeffrey.Aultman@co.benton.wa.us>
**Subject:** RE: SkyNav Tour from Visit Tri-Cities

Hi Jeff!

Yes, I think it's a great opportunity. We pay the $999 (50% discount from the regular price of $1,999). This covers the cost of the camera work, video, etc. Then the second year on, the cost is $500 annually to maintain it. We also have the ability to add or change any photos/videos for years two and on which is included in the maintenance fee of $500.

**Diana Brown**
Finance/Sales Specialist
Benton County Fairgrounds
1500 S Oak Street, Bldg 20
Kennewick, WA 99337
509-222-3751 Office
509-778-3821 Mobile

**From:** Jeffrey Aultman <Jeffrey.Aultman@co.benton.wa.us>
**Sent:** Wednesday, December 27, 2023 10:32 AM
**To:** Diana Brown <Diana.Brown@co.benton.wa.us>
**Subject:** RE: SkyNav Tour from Visit Tri-Cities

Good morning, Diana:

Seems like a good marketing idea. The pricing information is confusing. It seems the Panorama Tour Package is $999 after a 50% discount and then is $500 starting year two? Or am I missing something?

Jeff

**From:** Diana Brown <Diana.Brown@co.benton.wa.us>
**Sent:** Wednesday, December 27, 2023 9:23 AM
**To:** Jeffrey Aultman <Jeffrey.Aultman@co.benton.wa.us>
**Subject:** SkyNav Tour from Visit Tri-Cities

Hi Jeff,

We are interested in purchasing this service to help promote the fairgrounds for building rental. It is a service provided by Visit Tri-Cities which includes interior shots of the buildings kind of like a virtual tour. They are offering a 50% discount for the initial setup. The annual fee to maintain the shots is $500. So this will be a recurring fee that needs to be secured with the attached agreement.

Will you look it over so I can send for Board approval at the next BOCC meeting in January? Thanks!

**Diana Brown**
Finance/Sales Specialist
Benton County Fairgrounds
1500 S Oak Street, Bldg 20
Kennewick, WA 99337
509-222-3751 Office
509-778-3821 Mobile

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | 1/23/2024 |
| **Subject:** | Amendment III to Appraisers 2022-2024 Collective Bargaining Agreement (CBA) |
| **Presenter:** | |
| **Prepared By:** | C Nave |
| **Reviewed By:** | E Wyant, J Aultman |

**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 Appraisers unit has agreed to amend the CBA to align with the Benton County Personnel Policies and Procedures for Elected Officials and Non-Bargaining Employees regarding Jury Pay, as adopted by the Board on January 9, 2024.

## Fiscal Impact

Minimal - no supplement required.

## Recommendation

Recommend the Board of Benton County Commissioners sign the Resolution and Amendment III to the 2022-2024 Agreement between Benton County and Council 2, Local 2658B, Washington State Council of County and City Employees, American Federation of State, County, and Municipal Employees (AFSCME), American Federation of Labor and Congress of Industrial Organizations (AFL-CIO), representing Appraisers.

## Suggested Motion

Approve as part of the consent agenda.

cc: HR, Auditor, PA, Assessor

Prepared by: C Nave

# RESOLUTION

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

**IN THE MATTER OF AMENDMENT III TO THE 2022-2024 AGREEMENT BETWEEN BENTON COUNTY AND COUNCIL 2, LOCAL 2658B, WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AFSCME, AFL-CIO REPRESENTING APPRAISERS**

**WHEREAS**, negotiators for Benton County have negotiated and reached an agreement with AFSCME, representing Appraisers, for Amendment III to the 2022-2024 Collective Bargaining Agreement; **NOW THEREFORE**,

**BE IT RESOLVED,** the Benton County Commissioners approve Amendment III to the 2022-2024 Collective Bargaining Agreement between Benton County and Council 2, Local 2658B, Washington State Council of County and City Employees, AFSCME, AFL-CIO, representing Appraisers, as negotiated and are authorized to sign the same.

Dated this_____ day of _____, 2024.

_____

Chair of the Board

_____

Chair Pro Tem

_____

Commissioner

Constituting the Board of Commissioners

of Benton County, Washington

Attest.....

Clerk of the Board

cc: HR, Auditor, PA, Assessor

Prepared by: C Nave

**AMENDMENT III**
**to**

**2022 – 2024 AGREEMENT**
**Between**
**BENTON COUNTY**
**And**
**COUNCIL 2, LOCAL 2658B, WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AFSCME, AFL-CIO**

**Representing APPRAISERS**

Benton County (Employer) and WSCCCE, AFSCME, AFL-CIO, Local 2658B, Council 2 (Union), hereby agree to amend the Collective Bargaining Agreement (CBA) in effect from January 1, 2022, through December 31, 2024, as follows:

1. Section 28.2 is hereby amended to read:

    28.2 Employees called to jury duty will provide a copy of their jury notification to their supervisor the first working day following receipt. Employees will receive their regular pay during the term of approved jury service. ~~Employees residing in Benton County who serve on jury duty in Benton County will not receive jury pay but will receive their regular pay for each day served. Employees who reside outside Benton County will receive their regular pay minus the jury pay.~~ It will be the employee's responsibility to present satisfactory evidence of serving on jury duty, such as documentation from the court citing the location and duration of jury service. ~~and the amount of jury pay received.~~ An employee shall report to work during all hours the employee is released from jury duty. If less than one ~~(1)~~ hour remains from the time of such release to the end of the employee's regular shift, the employee shall call their supervisor.

2. No other language in the CBA is amended or intended to be changed or modified.

3. This Amendment is effective upon signature by all parties.

[THIS SECTION LEFT INTENTIONALLY BLANK]

**IN WITNESS WHEREOF**, the parties hereto agree to the terms and conditions of this Amendment and have caused it to be signed by their duly constituted and legal representatives as follows:

**BENTON COUNTY ASSESSOR**

William Spencer

Date: 1/9/2024

**WSCCCE, AFSCME, AFL/CIO**
**Local 2658, COUNCIL 2**

Laura Hanson, Area Representative

Date: 1-2-2024

**BOARD OF BENTON COUNTY COMMISSIONERS**

Chair

Commissioner

Commissioner

Attest:

Clerk to the Board

Date: _____

Approved as to form:

Deputy Prosecuting Attorney

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | 1/23/2024 |
| **Subject:** | Amendment II to Courthouse 2023-2025 Collective Bargaining Agreement (CBA) |
| **Presenter:** | |
| **Prepared By:** | C Nave |
| **Reviewed By:** | E Wyant, J Aultman |

**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 Courthouse unit has agreed to amend the CBA to align with the Benton County Personnel Policies and Procedures for Elected Officials and Non-Bargaining Employees regarding Jury Pay, as adopted by the Board on January 9, 2024.

## Fiscal Impact

Minimal - no supplement required.

## Recommendation

Recommend the Board of Benton County Commissioners sign the Resolution and Amendment II to the 2023-2025 Agreement between Benton County and Council 2, Local 874HC, Washington State Council of County and City Employees, American Federation of State, County, and Municipal Employees (AFSCME), American Federation of Labor and Congress of Industrial Organizations (AFL-CIO), representing Courthouse employees.

## Suggested Motion

Approve as part of the consent agenda.

cc: HR, Auditor, PA, Elected Officials

Prepared by: C Nave

# RESOLUTION

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

**IN THE MATTER OF AMENDMENT II TO THE 2023-2025 AGREEMENT BETWEEN BENTON COUNTY AND COUNCIL 2, LOCAL 874HC, WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AFSCME, AFL-CIO REPRESENTING COURTHOUSE EMPLOYEES**

**WHEREAS**, negotiators for Benton County have negotiated and reached an agreement with AFSCME, representing Courthouse employees, for Amendment II to the 2023-2025 Collective Bargaining Agreement; **NOW THEREFORE**,

**BE IT RESOLVED,** the Benton County Commissioners approve Amendment II to the 2023-2025 Collective Bargaining Agreement between Benton County and Council 2, Local 874HC, Washington State Council of County and City Employees, AFSCME, AFL-CIO, representing Courthouse employees, as negotiated and are authorized to sign the same.

Dated this_____ day of _____, 2024.

_____

Chair of the Board

_____

Chair Pro Tem

_____

Commissioner

Constituting the Board of Commissioners

of Benton County, Washington

Attest.....

Clerk of the Board

cc: HR, Auditor, PA, Elected Officials

Prepared by: C Nave

AMENDMENT II
to

2023 – 2025 AGREEMENT
Between
BENTON COUNTY
And
COUNCIL 2, LOCAL 874HC, WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AFSCME, AFL-CIO

Representing COURTHOUSE EMPLOYEES

Benton County (Employer) and WSCCCE, AFSCME, AFL-CIO, Local 874HC, Council 2 (Union), hereby agree to amend the Collective Bargaining Agreement (CBA) in effect from January 1, 2023, through December 31, 2025, as follows:

1. Sections 28.2 and 28.3 are hereby amended to read:

28.2 Employees receiving a summons to report for jury duty are to notify their Elected Official or Department Manager the next working day after receiving the summons. Employees will receive their full regular pay during the term of approved jury service. ~~Employees reporting for jury duty or serving as jurors will be compensated in an amount equal to the difference obtained by subtracting jury pay from regular pay, except that subtraction of juror's pay will relate to the specific days involved and no limit will be placed on the number of days involved~~. It shall be the employee's responsibility to present satisfactory evidence relating to the serving of jury duty, such as documentation from the court citing the location and duration of jury service. An employee shall report to work during all hours the employee is released from jury duty. If less than one (1) hour remains from the time of such release to the end of the employee's regular shift, the employee shall make direct contact with their supervisor.

~~28.3 Each employee will provide a copy of jury notification to the appropriate Elected Official or Department Manager or designee the next working day after receipt of such documentation.~~

2. No other language in the CBA is amended or intended to be changed or modified.

3. This Amendment is effective upon signature by all parties.

**IN WITNESS WHEREOF**, the parties hereto agree to the terms and conditions of this Amendment and have caused it to be signed by their duly constituted and legal representatives as follows:

**BENTON COUNTY**

Chair, Board of Commissioners

Commissioner

Commissioner

**Constituting the Board of Benton County Commissioners**

Attest:

Clerk to the Board
Date:

Presiding District Court Judge
Date: 1/9/24

Benton County Assessor
Date: 1/9/2024

Benton County Auditor
Date: 1.9.2024

Benton County Prosecuting Attorney
Date: 1/9/24

Benton County Treasurer
Date: 1.9.2024

Benton County Clerk
Date: 1/9/24

Approved as to form:

Deputy Prosecuting Attorney

**WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AFL-CIO**

Laura Hanson, Area Representative
Date: 1-2-2023

Jessica Warren, President
Date: 1-10-2024

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | 1/23/2024 |
| **Subject:** | Amendment I to Roads 2023-2025 Collective Bargaining Agreement (CBA) |
| **Presenter:** | |
| **Prepared By:** | C Nave |
| **Reviewed By:** | E Wyant, J Aultman |

**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

The Roads unit has agreed to amend the CBA to align with the Benton County Personnel Policies and Procedures for Elected Officials and Non-Bargaining Employees regarding Jury Pay, as adopted by the Board on January 9, 2024.

## Fiscal Impact

Minimal - no supplement required.

## Recommendation

Recommend the Board of Benton County Commissioners sign the Resolution and Amendment I to the 2023-2025 Agreement between Benton County and Teamsters 839, representing Road Department employees.

## Suggested Motion

Approve as part of the consent agenda.

cc: HR, Auditor, PA, Public Works

Prepared by: C Nave

# RESOLUTION

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

**IN THE MATTER OF AMENDMENT I TO THE 2023-2025 AGREEMENT BETWEEN BENTON COUNTY AND TEAMSTERS LOCAL 839, REPRESENTING ROAD DEPARTMENT EMPLOYEES**

**WHEREAS**, negotiators for Benton County have negotiated and reached an agreement with Teamsters Local 839, representing Road Department employees, for Amendment I to the 2023-2025 Collective Bargaining Agreement; **NOW THEREFORE**,

**BE IT RESOLVED,** the Benton County Commissioners approve Amendment I to the 2023-2025 Collective Bargaining Agreement between Benton County and Teamsters Local 839, representing Road Department employees as negotiated and are authorized to sign the same.

Dated this_____ day of _____, 2024.

_____

Chair of the Board

_____

Chair Pro Tem

_____

Commissioner

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....

Clerk of the Board

cc: HR, Auditor, PA, Public Works

Prepared by: C Nave

**AMENDMENT I**
**to**

**2023 – 2025 AGREEMENT**
**Between**
**BENTON COUNTY**
**And**
**TEAMSTERS LOCAL 839, WAREHOUSEMEN, GARAGE EMPLOYEES, AND HELPERS UNION**

**Representing ROAD DEPARTMENT EMPLOYEES**

Benton County (Employer) and Teamsters Local Union No. 839 (Union), hereby agree to amend the Collective Bargaining Agreement (CBA) in effect from January 1, 2023, through December 31, 2025, as follows:

1. Article 23 hereby amended to read:

**ARTICLE 23 - JURY DUTY**

An employee receiving a summons to report for jury duty will notify their supervisor the next working day after receiving the summons. Employees will receive their full regular pay during the term of approved jury service. ~~Employees residing in Benton County on leave for jury duty will receive their regular pay and will not be paid jury pay. Employees living in other counties on leave for jury duty will be paid the difference between their regular pay and the jury pay for the time they are absent on jury duty.~~ To be eligible for regular pay during the time of jury service, ~~T~~the employee must provide satisfactory evidence that jury duty was served, such as documentation from the court citing the location and duration of jury service. An employee shall report to work during all hours they are released from jury duty. If less than one ~~(1)~~ hour remains from the time of such release to the end of the employee's regular shift, the employee shall call their supervisor for instructions.

2. No other language in the CBA is amended or intended to be changed or modified.

3. This Amendment is effective upon signature by all parties.

[THIS SECTION LEFT INTENTIONALLY BLANK]

**IN WITNESS WHEREOF**, the parties hereto agree to the terms and conditions of this Amendment and have caused it to be signed by their duly constituted and legal representatives as follows:

**BENTON COUNTY BOARD OF COMMISSIONERS**

_____
Chair

_____
Commissioner

_____
Commissioner

Attest:

_____
Clerk to the Board
Date: _____

Approved as to Form:

_____
Deputy Prosecuting Attorney
Date: 1/4/2024

**TEAMSTERS LOCAL UNION NO. 839**

_____
Russell Shjerven, Secretary-Treasurer
Date: 12-29-2023

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | 1/23/2024 |
| **Subject:** | Amendment I to Corrections Officers 2022-2024 Collective Bargaining Agreement (CBA) |
| **Presenter:** | |
| **Prepared By:** | C Nave |
| **Reviewed By:** | E Wyant, J Aultman |

**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

The Corrections Officers unit has agreed to amend the CBA to align with the Benton County Personnel Policies and Procedures for Elected Officials and Non-Bargaining Employees regarding Jury Pay, as adopted by the Board on January 9, 2024.

## Fiscal Impact

Minimal - no supplement required.

## Recommendation

Recommend the Board of Benton County Commissioners sign the Resolution and Amendment I to the 2022-2024 Agreement between Benton County and Teamsters 839, representing Corrections Officers.

## Suggested Motion

Approve as part of the consent agenda.

cc: HR, Auditor, PA, Corrections

Prepared by: C Nave

# RESOLUTION

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

**IN THE MATTER OF AMENDMENT I TO THE 2022-2024 AGREEMENT BETWEEN BENTON COUNTY AND TEAMSTERS LOCAL 839, REPRESENTING CORRECTIONS OFFICERS**

**WHEREAS**, negotiators for Benton County have negotiated and reached an agreement with Teamsters Local 839, representing Corrections Officers, for Amendment I to the 2022-2024 Collective Bargaining Agreement; **NOW THEREFORE**,

**BE IT RESOLVED,** the Benton County Commissioners approve Amendment I to the 2022-2024 Collective Bargaining Agreement between Benton County and Teamsters Local 839, representing Corrections Officers as negotiated and are authorized to sign the same.

Dated this_____ day of _____, 2024.

_____

Chair of the Board

_____

Chair Pro Tem

_____

Commissioner

Constituting the Board of Commissioners

of Benton County, Washington

Attest.....

Clerk of the Board

cc: HR, Auditor, PA, Corrections

Prepared by: C Nave

**AMENDMENT I**
**to**

**2022 – 2024 AGREEMENT**
**Between**
**BENTON COUNTY**
**And**
**TEAMSTERS LOCAL UNION NO. 839**

**Representing CORRECTIONS OFFICERS**

Benton County (Employer) and the Teamsters Local Union No. 839 (Union), hereby agree to amend the Collective Bargaining Agreement (CBA) in effect from January 1, 2022, through December 31, 2024, as follows:

1. Section 19.2 is hereby amended to read:

19.2 Jury Duty. Any necessary leave may be allowed by the Chief of Corrections or designee, to permit an employee to serve as a member of a jury. Employees will receive their full regular pay during the term of approved jury service. ~~Each employee who is granted such leave and who, for the performance of the civil duties involved receives any compensation, shall be paid by the Employer for the time they are absent only in the amount of the difference between the employee's regular pay and the compensation so received.~~ An employee receiving a summons to report for jury duty shall notify the Chief of Corrections or designee, of such action within three ~~(3)~~ calendar days of service of the summons. The Chief of Corrections or designee reserves the right to contact the court involved and to seek relief from such summons. Employees working day shift shall report to work during all hours they are released from jury duty. If less than two ~~(2)~~ hours remain from the time of release to the end of the employee's regular shift, the employee will be excused from work for the remainder of the shift. For employees working night shift, the shift following jury duty will be excused. For this excused time off work, the employee will be paid their regular pay.~~, less the amount of jury pay if applicable, as indicated above.~~

2. No other language in the CBA is amended or intended to be changed or modified.

3. This Amendment is effective upon signature by all parties.

**IN WITNESS WHEREOF,** the parties hereto agree to the terms and conditions of this Amendment and have caused it to be signed by their duly constituted and legal representatives as follows:

**BENTON COUNTY BOARD OF COMMISSIONERS**

_____
Chair

_____
Commissioner

_____
Commissioner

Attest:

_____
Clerk to the Board
Date: _____

Approved as to Form:

_____
Deputy Prosecuting Attorney
Date: 1/4/2024

**TEAMSTERS LOCAL UNION NO. 839**

_____
Russell Shjerven, Secretary-Treasurer
Date: 12-21-2023

_____
Jesus Alvarez, Jr., Business Agent
Date: 12/29/2023

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | 1/23/2024 |
| **Subject:** | Amendment I to Corrections Lieutenants 2022-2024 Collective Bargaining Agreement (CBA) |
| **Presenter:** | |
| **Prepared By:** | C Nave |
| **Reviewed By:** | E Wyant, J Aultman |

**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 Corrections Lieutenants unit has agreed to amend the CBA to align with the Benton County Personnel Policies and Procedures for Elected Officials and Non-Bargaining Employees regarding Jury Pay, as adopted by the Board on January 9, 2024.

## Fiscal Impact

Minimal - no supplement required.

## Recommendation

Recommend the Board of Benton County Commissioners sign the Resolution and Amendment I to the 2022-2024 Agreement between Benton County and Fraternal Order of Police, representing Corrections Lieutenants.

## Suggested Motion

Approve as part of the consent agenda.

cc: HR, Auditor, PA, Corrections

Prepared by: C Nave

# RESOLUTION

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

**IN THE MATTER OF AMENDMENT I TO THE 2022-2024 AGREEMENT BETWEEN BENTON COUNTY AND FRATERNAL ORDER OF POLICE, REPRESENTING CORRECTIONS LIEUTENANTS**

**WHEREAS**, negotiators for Benton County have negotiated and reached an agreement with Fraternal Order of Police, representing Corrections Lieutenants, for Amendment I to the 2022-2024 Collective Bargaining Agreement; **NOW THEREFORE**,

**BE IT RESOLVED,** the Benton County Commissioners approve Amendment I to the 2022-2024 Collective Bargaining Agreement between Benton County and Fraternal Order of Police, representing Corrections Lieutenants as negotiated and are authorized to sign the same.

Dated this_____ day of _____, 2024.

_____

Chair of the Board

_____

Chair Pro Tem

_____

Commissioner

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....

Clerk of the Board

cc: HR, Auditor, PA, Corrections

Prepared by: C Nave

**AMENDMENT I**
**to**

**2022 – 2024 AGREEMENT**
**Between**
**BENTON COUNTY**
**And**
**FRATERNAL ORDER OF POLICE**

**Representing CORRECTIONS LIEUTENANTS**

Benton County (Employer) and the Fraternal Order of police (FOP), hereby agree to amend the Collective Bargaining Agreement (CBA) in effect from January 1, 2022, through December 31, 2024, as follows:

1. Section 19.2 is hereby amended to read:

   19.2 Any necessary leave may be allowed by the Chief of Corrections or designee to permit an employee to serve as a member of a jury. Employees will receive their full regular pay during the term of approved jury service. ~~Each employee who is granted such leave and who, for the performance of the civil duties involved receives any compensation, shall be paid by the Employer for the time the employee is absent only in the amount of the difference between the employee's regular pay and the compensation so received.~~ An employee receiving a summons to report for jury duty shall notify the Chief of Corrections or designee of such action within three ~~(3)~~ calendar days of service of the summons. The Chief of Corrections or designee reserves the right to contact the court involved and to seek relief from such summons. Employees working day shift shall report to work during all hours they are released from jury duty. If less than two ~~(2)~~ hours remain from the time of release to the end of the employee's regular shift, the employee will be excused from work for the remainder of the employee's shift. For employees working night shift, the shift following jury duty will be excused. For this excused time off work, the employee will be paid the employee's regular pay.~~, less the amount of jury pay if applicable, as indicated above.~~

2. No other language in the CBA is amended or intended to be changed or modified.

3. This Amendment is effective upon signature by all parties.

**IN WITNESS WHEREOF**, the parties hereto agree to the terms and conditions of this Amendment and have caused it to be signed by their duly constituted and legal representatives as follows:

**BENTON COUNTY BOARD OF COMMISSIONERS**

_____
Chair

_____
Commissioner

_____
Commissioner

Attest:

_____
Clerk to the Board
Date: _____

Approved as to Form:

_____
Deputy Prosecuting Attorney
Date: _____

**FRATERNAL ORDER OF POLICE**

Doug Luse
Date: 1/2/2023

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | 1/23/2024 |
| **Subject:** | Updating Benefits Eligibility Rules for Employees Working Less Than 40 Hours Per Week and Rescinding Resolution 2015-025 |
| **Presenter:** | |
| **Prepared By:** | E. Wyant |
| **Reviewed By:** | C. Nave; J. Hoover |

**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 Affordable Care Act (ACA) requires that employees working 30 hours or more per week be offered healthcare coverage. Since 2015, Resolution 2015-025 has required that those employees who work more than 30 hours per week, but less than 40 hours per week be enrolled in the Kaiser high deductible health plan (HDHP) offered through Washington Counties Insurance Fund (WCIF), and as a result of our participation agreement with WCIF, also be offered basic life insurance through WCIF. At the time this resolution was adopted, this was by far the most cost-effective option. Due to plan cost increases over the past eight years, the Kaiser HDHP plan is now more expensive than the plan offered through United Employees Benefits Trust (UEBT).

Administration of different benefit plans for different groups of employees carries an administrative cost for both payroll and HR, in addition to it being confusing for employees. For an additional $70.00 per employee, per month, employees working more than 30 hours per week but less than 40 would be eligible to enroll in the same benefit plan options as their 40-hour per week peers.

In addition to allowing these employees to enroll in the same benefit plans as their 40-hour per week peers, staff is also recommending that the Resolution be updated to require enrollment in the lowest cost plan instead of specifying a specific plan in the event that plan becomes more expensive over time.

In the future, HR will be drafting a Benefits Administration Policy to present that will further detail this and related benefits policy and will ultimately replace this resolution.

## Fiscal Impact

Budget impact is an additional $70.00 per month, per employee (currently 3 employees) from department budgets – no supplement will be required.

## Recommendation

Move to approve the establishment of eligibility rules for employees who are classified as full time under the Affordable Care Act but work under 40 hours per week.

## Suggested Motion

Approve as part of the consent agenda.

# RESOLUTION

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

**IN THE MATTER OF ESTABLISHING ELIGIBILITY RULES FOR EMPLOYEES ELIGIBLE FOR BENEFITS UNDER THE AFFORDABLE CARE ACT WORKING LESS THAN 40 HOURS PER WEEK AND RESCINDING RESOLUTION 2015-025**

**WHEREAS,** the Affordable Care Act (ACA) requires applicable large employers to offer qualifying medical insurance coverage to employees who meet the ACA full time equivalent employee guidelines; and

**WHEREAS**, Benton County qualifies as a large employer under the ACA and must provide qualifying medical insurance to employees classified as full time equivalent; and

**WHEREAS**, Resolution 2015-025 requires that eligible employees who work less than 40 hours per week enroll in the Benton County selected Washington Counties Insurance Fund (WCIF) medical plan and a basic life insurance policy through WCIF; and

**WHEREAS**, the current plans through WCIF have grown more expensive over the years since that Resolution was adopted; and

**WHEREAS**, there is additional administrative burden on staff administering different plans for different employee groups; and

**WHEREAS**, the Board of County Commissioners desires to offer eligible employees the same health benefits offerings consistent with the employee's applicable Collective Bargaining Agreement or County policy; **NOW THEREFORE,**

**BE IT RESOLVED**, employees who meet the ACA full time eligibility rules but who work less than 40 hours per week will be offered benefits plans following the employee's applicable Collective Bargaining Agreement or County policy; and

**BE IT FURTHER RESOLVED**, Resolution 2015-025 is hereby rescinded.

Dated this_____ day of _____, 2024.

_____
Chair of the Board

_____
Chair Pro Tem

_____
Commissioner

Attest.....
Clerk of the Board

Constituting the Board of Commissioners
of Benton County, Washington

cc: HR, Auditor

Prepared by: E Wyant

# RESOLUTION 2015 025

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

**IN THE MATTER OF ESTABLISHING ELIGIBILITY RULES FOR EMPLOYEES WHO ARE CLASSIFIED AS FULL TIME UNDER THE AFFORDABLE CARE ACT BUT WORK UNDER 40 HOURS PER WEEK.**

**WHEREAS**, the Affordable Care Act (ACA) has put provisions in place to require applicable large employers to offer major medical, effective January 1, 2015, to employees who meet the ACA full time equivalent employee guidelines; and

**WHEREAS**, Benton County qualifies as an applicable large employer and must provide employees classified as full time equivalent major medical; and

**WHEREAS**, Benton County will offer full time equivalent employees under the ACA major medical from the Benton County selected Washington Counties Insurance Fund (WCIF) medical plans and a basic life insurance policy in the amount stated in the employee's applicable Collective Bargaining Agreement or Benton County Non-Bargaining Policy; and

**WHEREAS**, Benton County has determined that the County's monthly contribution for full time equivalent employees under the ACA will be equal to the lowest premium WCIF medical plan plus the basic life insurance policy premium; **NOW, THEREFORE**

**BE IT RESOLVED**, effective January 1, 2015, employees who meet ACA full time eligibility rules but who do not work forty (40) hours per week will be offered Benton County selected WCIF medical plans and the basic life insurance policy following the employee's applicable Collective Bargaining Agreement or Benton County Non-Bargaining Policy; and

**BE IT FURTHER RESOLVED,** Benton County's monthly contribution to those employees will be equal to the lowest premium of the medical plans offered plus the premium for the basic life insurance policy.

Dated this 6 day of Jan, 20 15.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

cc: Personnel, Auditor's Office

Prepared by: L. Wingfield

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | January 23, 2024 |
| **Subject:** | Approving the Purchase of One (1) Cisco WebEx Room Kit Plus for the Operations and Capital Assets Department from Brahma Enterprises |
| **Presenter:** | |
| **Prepared By:** | Robert Heard |
| **Reviewed By:** | Procurement Department, Robert Blain |

**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 Director of Operations and Capital Assets has requested to purchase a WebEx Room Kit Plus for his office's conference room. Resolution 2019-753 requires that all non-budgeted devices purchased over $500 be coded to the department's 3508 expenditure code and be approved by the Board of Benton County Commissioners. IT received quotes from three vendors. After reviewing each quote, IT recommends purchasing the WebEx Room Bar from Brahma Enterprises.

| | | | |
|---|---|---|---|
| **Brahma Enterprises** | **WebEx Room Kit Plus** | S-KITPLUS | **$3,435.00** |
| CDW, Government | WebEx Room Kit Plus | S-KITPLUS | $12,742.70 |
| Connection Enterprise Solutions | WebEx Room Kit Plus | S-KITPLUS | $8,850.68 |

## Fiscal Impact

**Amount:** **$3,435.00 excluding WSST.**

**Fund:** **Approved 2023-2024 Operations and Capital Assets budgeted funds.**

## Recommendation

Information Technology recommends that the Board approve the purchase of one (1) Cisco WebEx Room Kit Plus for the Operations and Capital Assets Office from Brahma Enterprises. All equipment purchased will be added to Central Services Replacement Fund (1320).

## Suggested Motion

Consent Agenda

# RESOLUTION

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

**IN THE MATTER OF APPROVING THE PURCHASE OF ONE (1) CISCO WEBEX ROOM KIT PLUS FOR THE OPERATIONS AND CAPITAL ASSETS DEPARTMENT FROM BRAHMA ENTERPRISES**

**WHEREAS,** the Director of Operations and Capital Assets has requested to purchase one (1) Cisco WebEx Room Kit Plus for their department's conference room; and

**WHEREAS,** the Information Technology Department (IT) has reviewed the Operations and Capital Assets Department's conference room and recommends purchasing one Cisco WebEx Room Kit Plus; and

**WHEREAS,** IT has reviewed quotes from three vendors and recommends that the Cisco WebEx Room Kit Plus be purchased from Brahma Enterprises; and

| **Brahma Enterprises** | **WebEx Room Kit Plus** | S-KITPLUS | **$3,435.00** |
|---|---|---|---|
| CDW, Government | WebEx Room Kit Plus | S-KITPLUS | $12,742.70 |
| Connection Enterprise Solutions | WebEx Room Kit Plus | S-KITPLUS | $8,850.68 |

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

**BE IT RESOLVED,** the Board of Benton County Commissioners, Benton County, Washington hereby approves the purchase of one (1) Cisco WebEx Room Kit Plus in an amount not to exceed $3,435.00 excluding Washington State Sales Tax from Brahma Enterprises; and

**BE IT FURTHER RESOLVED,** newly purchased WebEx Room Kit Plus will be enrolled into Central Services Replacement Fund (1320).

**Dated this ___ day of _____, 20___**

**Jerome Delvin**
**Chairman of the Board**

**Michael Alvarez**
**Chairman Pro Tem**

**Will McKay**
**Commissioner**

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

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

Orig: Information Technology
cc: Auditor, Capital

R.Heard

# Brahma Enterprises


3014 NW Julia St
Camas, Wa, 98607

530-575-0786
Quote

bram@goldengatenetworksinc.com
bram@brahmaenterprises.net


Benton County Information Technology
7122 W. Okanogan Plaza
Kennewick, WA 99336

Alex.garcia@co.benton.wa.us

1042024
1/4/2024

| Item # | Description | Qty | Unit Price | Discount | Price |
|---|---|---|---|---|---|
| Cisco CS-KITPLUS | Webex Room Codec Plus, CS-T10-TS, CTS-MIC-CLNG-G2 | 1 | $ 3,375.00 | | $ 3,375.00 |
| Shipping | UPS Shipping Cost | 1 | $ 60.00 | | $ 60.00 |
| | | | | | $ - |
| | | | | Invoice Subtotal | $ 3,435.00 |
| | | | | Tax Rate | 8.60% |
| | | | | Sales Tax | $ 295.41 |
| | | | | | |
| | | | | **TOTAL** | $ 3,730.41 |

← Continue Shopping

# Shopping Cart

Sign in to Save this Cart, View Saved Carts or E-mail this Cart

ADD ITEM TO CART

Enter CDW# or MFG# Add

| ITEM | AVAILABILITY | PRICE | QUANTITY | ITEM TOTAL |
|---|---|---|---|---|
| Cisco Spark Room Kit Plus - GPL - Video Conferencing Kit<br>MFG Part: CS-KITPLUS-K9<br>CDW Part: 4587072<br>UNSPSC: 43191500 | 1-3+ Days<br>Expected in-stock date for this item is between 1-3 days. Item will ship once it is in stock. | ~~$13,413.37~~<br>$12,742.70<br>KCDA Catalog Agreement-Contract# 022-G | 1 | $12,742.70 |

Top Recommendations

Logitech USB Jabra Evolve 40 Logitech H111 Logitech Zone

## Order Summary

Subtotal: $12,742.70

Tax and Shipping calculated at checkout.

Lease Option Pricing
$357.94 / Month

Checkout

The following item has been deleted: 41465302 - Cisco Webex Room Bar w Table-stand Room Navigator - First Light.

# My Cart Detail

| | Product | Unit Price | Qty | Price |
|---|---|---|---|---|
| ☐ | Cisco Spark Room Kit Plus (for Registration to VCS, Ucm and 3rd Party Call Control)<br>**In Stock** Ships in 1-2 Business Days<br>Item#: 34023278<br>Mfg. Part #: CS-KITPLUS-K9 | $8,850.68 | 1 | $8,850.68<br>Remove |

Add More Products

| Item # | Qty | | Mfr Part # | Qty | |
|---|---|---|---|---|---|
| | | Add | | | Add |

Batch add by Item #

## Order Summary

| | |
|---|---|
| Product Subtotal: | $8,850.68 |
| Shipping & Handling: | $0.00 |
| Tax: | $0.00 |
| **Order Total:** | **$8,850.68** |

Begin Secure Checkout

Save as PDF

Delete Cart

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | January 23, 2024 |
| **Subject:** | Approving the Purchase of One (1) Cisco WebEx Room Bar for the Therapeutic Court Office from Brahma Enterprises |
| **Presenter:** | |
| **Prepared By:** | Robert Heard |
| **Reviewed By:** | Procurement Department, Ryan Washburn |

**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 Therapeutic Court Office Manager has requested to purchase a WebEx Room Bar for his office's conference room. Resolution 2019-753 requires that all non-budgeted devices purchased over $500 be coded to the department's 3508 expenditure code and be approved by the Board of Benton County Commissioners. IT received quotes from three vendors. After reviewing each quote, IT recommends purchasing the WebEx Room Bar from Brahma Enterprises.

| **Brahma Enterprises** | **WebEx Room Bar** | **CS-BAR-T-K9** | **$3,415.00** |
|---|---|---|---|
| CDW, Government | WebEx Room Bar | CS-BAR-T-K9 | $3,444.87 |
| Connection Enterprise Solutions | WebEx Room Bar | CS-BAR-T-K9 | $4,114.58 |

## Fiscal Impact

**Amount:** **$3,415.00 excluding WSST.**

**Fund:** **Approved Therapeutic Court 2023-2024 budgeted funds.**

## Recommendation

Information Technology recommends that the Board approve the purchase of one (1) WebEx Room Bar for the Therapeutic Court Office from Brahma Enterprises. All equipment purchased will be added to Central Services Replacement Fund (1320).

## Suggested Motion

Consent Agenda

# RESOLUTION

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

**IN THE MATTER OF APPROVING THE PURCHASE OF ONE (1) CISCO WEBEX ROOM BAR FOR THE THERAPEUTIC COURT OFFICE FROM BRAHMA ENTERPRISES**

**WHEREAS,** the Therapeutic Court Manager has requested to purchase one (1) Cisco WebEx Room Bar for their office conference room; and

**WHEREAS,** the Information Technology Department (IT) has reviewed Therapeutic Courts needs and recommends purchasing one Cisco WebEx Room Bar; and

**WHEREAS,** IT has reviewed quotes from three vendors and recommends that the Cisco WebEx Room Bar be purchased from Brahma Enterprises; and

| **Brahma Enterprises** | **WebEx Room Bar** | **CS-BAR-T-K9** | **$3,415.00** |
|---|---|---|---|
| CDW, Government | WebEx Room Bar | CS-BAR-T-K9 | $3,444.87 |
| Connection Enterprise Solutions | WebEx Room Bar | CS-BAR-T-K9 | $4,114.58 |

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

**BE IT RESOLVED,** the Board of Benton County Commissioners, Benton County, Washington hereby approves the purchase of one (1) Cisco WebEx Room Bar in an amount not to exceed $3,415.00 excluding Washington State Sales Tax from Brahma Enterprises; and

**BE IT FURTHER RESOLVED,** newly purchased room bar will be enrolled into Central Services Replacement Fund (1320).

**Dated this ___ day of _____, 20___**

**Jerome Delvin**
**Chairman of the Board**

**Michael Alvarez**
**Chairman Pro Tem**

**Will McKay**
**Commissioner**

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

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

Orig: Information Technology
cc: Auditor, Therapeutic Court

R.Heard

# Brahma Enterprises


| | | |
|---|---|---|
| 3014 NW Julia St | 530-575-0786 | bram@goldengatenetworksinc.com |
| Camas, Wa, 98607 | Quote | bram@brahmaenterprises.net |


Benton County Information Technology
7122 W. Okanogan Plaza
Kennewick, WA 99336

Alex.garcia@co.benton.wa.us

1062024
1/4/2024

| Item # | Description | Qty | Unit Price | Discount | Price |
|---|---|---|---|---|---|
| Cisco CS-BAR-T-C-K9 | Webex Room Bar CS-BAR-K9 (charcoal color) w/ CS-T10-TS & ship group accessories | 1 | $ 3,375.00 | | $ 3,375.00 |
| Shipping | UPS Shipping Cost | 1 | $ 40.00 | | $ 40.00 |
| | | | | | $ - |
| | | | | Invoice Subtotal | $ 3,415.00 |
| | | | | Tax Rate | 8.60% |
| | | | | Sales Tax | $ 293.69 |
| | | | | | |
| | | | | **TOTAL** | $ 3,708.69 |

← Continue Shopping

# Shopping Cart

Save to Cart | Email Cart

ADD ITEM TO CART

Enter CDW# or MFG#

| ITEM | AVAILABILITY | PRICE | QUANTITY | ITEM TOTAL |
|---|---|---|---|---|
| Cisco Webex Room Bar - video conferencing device<br>MFG Part: CS-BAR-T-K9<br>CDW Part: 7260209<br>UNSPSC: 43191500 | 1-3+ Days<br>Expected in-stock date for this item is between 1-3 days. Item will ship once it is in stock. | ~~$4,331.14~~<br>$4,114.58<br>KCDA Catalog Agreement-Contract# 022-G | 1 | $4,114.58 |

Save to Cart | Email Cart

Update All | Remove All

## Order Summar

Subtotal: $

Tax and Shipping calculated

Lease Option Pricing ?
$121.38 / Month

Checkout

Quote

With full-stack expertise, CDW helps you design, orchestrate and manage technologies that drive business success.

What We Solve
Research Hub
Products

My Account
Quick Order Status

ABOUT US
Why CDW
About Us
Accessibility Statement
Careers
Diversity and Inclusion
ESG
Investor Relations
International Solutions
Locations
Newsroom & Media
Suppliers

HOW CAN WE HELP
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Leasing Services
Product Recalls
Product Finders
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Norton SECURED powered by VeriSign
BBB ACCREDITED BUSINESS BBB Rating: A+



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# My Cart Detail

| | Product | Unit Price | Qty | Price |
|---|---|---|---|---|
| ☐ | Cisco Webex Room Bar w Table-stand Room Navigator - First Light<br>In Stock Ships in 1-2 Business Days<br>Item#: 41465302<br>Mfg. Part #: CS-BAR-T-K9 | $3,444.87 | 1 | $3,444.87<br>Remove |

Add More Products

| Item # | Qty | | Mfr Part # | Qty | |
|---|---|---|---|---|---|
| | | Add | | | Add |

Batch add by Item #

## Order Summary

| | |
|---|---|
| Product Subtotal: | $3,444.87 |
| Shipping & Handling: | $0.00 |
| Tax: | $0.00 |
| **Order Total:** | **$3,444.87** |

Begin Secure Checkout

Save as PDF

Delete Cart

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | FC 1/04/2024 BC 1/23/2024 |
| **Subject:** | Resolution approving Franklin Counties Flat Monthly Payment for the 2024 Juvenile Budget |
| **Presenter:** | N/A |
| **Prepared By:** | Crystal 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 2024 Juvenile Center Operations and Facilities Budget was submitted in the amount of $7,064,399. Based upon the juvenile population per the Office of Financial Management data tables, Franklin County is responsible for 35.83% of the Operations Budget or $2,465,418. Franklin County is responsible for 28% of the Facilities Budget or $51,370. Franklin County is responsible for a 5% administrative fee of actual expenditures on the Operations and Facilities Budget. To maintain adequate cash flow, Franklin County is responsible for 5% of their portion of the Contract Fee for services department and the Grant Reimbursement department budget, which equates to $35,715.

## Fiscal Impact

Starting January 1, 2024, Franklin County is responsible for a flat monthly payments in the amount of $212,709 into the Juvenile Fund 1150.

## Recommendation

I recommend that the Board of Commissioners of Benton County sign the Resolution for flat monthly payments by Franklin County.

## Suggested Motion

Approve as part of consent agenda.

# JOINT RESOLUTION

# BENTON COUNTY RESOLUTION NO._____

# FRANKLIN COUNTY RESOLUTION NO._____

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON:**

**IN THE MATTER OF ADOPTING FRANKLIN COUNTY FLAT MONTHLY PAYMENTS FOR THE 2024 BENTON FRANKLIN JUVENILE JUSTICE CENTER OPERATIONS AND FACILITIES BUDGET**

**WHEREAS,** the Boards of Benton and Franklin County Commissioners approved Joint Resolution Benton County 2023-353 and Franklin County 2023-126, a Memorandum of Understanding regarding the allocation of Juvenile Justice Center operations and facilities, construction, and usage cost of the Juvenile Justice Center, Ownership of Juvenile Justice Center; and

**WHEREAS,** Joint Resolution Benton County 2023-353 and Franklin County 2023-126 established an administrative fee of 5% on Franklin County's allocation of the total 2024 Benton and Franklin Juvenile Justice Center budget; and

**WHEREAS,** the 2024 Benton and Franklin Juvenile Justice Center Operations Budget was submitted to Franklin County in the amount of $6,880,875 and based upon the ratio of each county's juvenile population averaged over five-year periods per the Office of Financial Management data tables attached, Franklin County is now responsible for $2,465,418 or 35.83% plus a 5% administrative fee based on actual expenditures; and

**WHEREAS,** the 2024 Benton and Franklin Juvenile Justice Center Facility Budget was submitted in the amount of $183,464 and based upon Joint Resolution Benton County 2023-353 and Franklin County 2023-126, Franklin County is now responsible for $51,370 or 28% plus a 5% administrative fee based on actual expenditures, effective January 1, 2024; and

**WHEREAS,** the combined total for the 2024 Benton and Franklin Juvenile Justice Center Operations and Facilities Budget is $7,064,399. Franklin County is responsible for a total of $2,516,788 plus a 5% administrative fee based on actual expenditures; and

**WHEREAS,** the 2024 Benton and Franklin Juvenile Justice Center Contract-Fee for Services Budget was submitted in the amount of $1,036,233 and based upon the ratio of each county's juvenile population averaged over five-year periods per the Office of Financial Management data tables attached, Franklin County is responsible for 35.83% or $371,282 plus a 5% administrative fee based on actual expenditures effective January 1, 2024; and

**WHEREAS,** the 2024 Benton and Franklin Juvenile Justice Center Grant-Reimbursement Budget was submitted in the amount of $957,365 and based upon the ratio of each county's juvenile population averaged over five-year periods per the Office of Financial Management data tables attached, Franklin County is responsible for 35.83% or $343,024 plus a 5% administrative fee based on actual expenditures effective January 1, 2024; and

**WHEREAS,** the combined total for the 2024 Benton and Franklin Juvenile Justice Center Contract Fee for Services and Grant -Reimbursement Budget is $1,993,598 and based upon the ratio of each county's juvenile population averaged over five-year periods per the Office of Financial Management data tables attached, Franklin County is responsible for a 5% administrative fee based on actual expenditures on 35.83% or $714,306 of the budget; **NOW THEREFORE,**

**BE IT RESOLVED,** to maintain adequate cash flow in the Juvenile Center Fund, starting January 1st, 2024 Franklin County will be responsible for a flat monthly payment in the amount of $212,709 plus a 5% administrative fee on actual expenditures for the 2024 Benton and Franklin Juvenile Justice Center Operations and Facilities Budget; and

**BE IT FURTHER RESOLVED,** Benton County shall invoice Franklin County monthly for the County's total flat monthly payment; and

**BE IT FURTHER RESOLVED,** Franklin County's payment to the Benton County Treasurer shall be no later than 20 days from the date of each invoice; and

**BE IT FURTHER RESOLVED,** no later than April 2025, Franklin County will receive a final invoice itemizing actual 2024 yearly expenditures and any adjustments necessary based on actual expenditures for the Juvenile Operations and Facilities budget.

**Dated this _____ day of _____2024**
**BENTON COUNTY BOARD OF COMMISSIONERS**

_____
**Chairman of the Board**

_____
**Chairman Pro-Tem**

_____
**Commissioner**

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

**ATTEST:**

_____
**Clerk of the Board**

**Dated this _____ day of _____2024**
**FRANKLIN COUNTY BOARD OF COMMISSIONERS**

_____
**Chairman of the Board**

_____
**Chairman Pro-Tem**

_____
**Commissioner**

**Constituting the Board of County Commissioners of Franklin County, Washington**

**ATTEST:**

_____
**Clerk of the Board**

Originals (2): 1-BC Commissioners, 1-FC Commissioners
Electronic (3): Juvenile, Auditor, Treasurer C.Garcia

Attachment A - County Split 2024

## 2024 Population Split For Benton & Franklin County Juvenile Justice Center

**Juvenile Center Calculation Per Joint Resolution BC 2023-353 and FC 2023-126**

Source: Year 2023 maintained previously established Juvenile Youth At-Risk Population 12-17 Per Joint Resolution BC 2023-353 and FC 2023-126

Year 2016 forward established via Juvenile Youth-At-Risk Population 12-17 per Joint Resolution BC 2017-807 and FC 2017-332

Years 2012 through 2015 established via Juvenile Youth-At-Risk Population 10-17 per Joint Resolution BC 2016-942 and FC 2016-436

| | | 2022 | 2021 | 2020 | 2019 | 2018 |
|---|---|---|---|---|---|---|
| Benton County | | 19,184 | 18,171 | 17,907 | 17,483 | 17,102 |
| Franklin County | | 10,563 | 10,003 | 10,081 | 9,883 | 9,646 |
| | | 29,747 | 28,174 | 27,988 | 27,366 | 26,748 |
| Rolling Average Benton County | | | 17,969 | | | |
| Rolling Average Franklin County | | | 10,035 | | | |
| | | | 28,004 | | | |
| Benton County | 64.17% | | | | | |
| Franklin County | 35.83% | | | | | |

Source: WWW.OFM.WA.GOV
https://www.ofm.wa.gov/washington-data-research/population-demographics/population-estimates/estimates-april-1-population-age-sex-race-and-hispanic-origin
https://ofm.wa.gov/sites/default/files/public/dataresearch/pop/april1/hseries/ofm_pop_age_sex_postcensal_2010_2020_to_2022_s.xlsx
County (Special age groups): 2010-2020, 2021-2022 Preliminary Data as proper 2020 Decennial Census isn't available per OFM
Preliminary data provided by OFM : 8/2/2023

# 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

Crystal Garcia

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 | 51140 | Counselor I | $24,500 | 5271000 | 51925 | Overtime | $200,000 |
| 5271000 | 51601 | Legal Process Assistant I | $18,000 | | | | |
| 5271000 | 51623 | Detention Officer | $26,500 | | | | |
| 5271000 | 51633 | Detention Officer | $13,000 | | | | |
| 5271000 | 51635 | Detention Officer | $13,000 | | | | |
| 5271000 | 51648 | Detention Supervisor | $12,000 | | | | |
| 5271000 | 51675 | Legal Process Assistant II | $22,000 | | | | |
| 5271000 | 51702 | Detention Officer | $20,000 | | | | |
| 5271000 | 51721 | Detention Assistant Manager | $16,000 | | | | |
| 5271000 | 51905 | Temporary Help | $25,000 | | | | |
| 5271000 | 51922 | Judge Pro-tem | $10,000 | | | | |
| TOTAL | | | $200,000 | TOTAL | | | $200,000 |

Explanation:

This budget adjustment is necessary to cover unavoidable overtime costs due to vacant positions and employee's being out on leave.

Prepared by: Crystal Garcia  Date: 01.04.2024

Approved ❑  Denied ❑  Date: _____

_____
Chairman

_____
Commissioner

_____
Commissioner

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | FC 01/10/24 BC 01/23/24 |
| **Subject:** | Personal Services Contract Amendment No.1 with Connections Consulting MA LLC |
| **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:**

- ☒ 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

Connections Consulting MA LLC has a Contract with the Benton-Franklin Counties Juvenile Justice Center via Benton County Resolution 2023 694 and Franklin County Resolution 2023 261.

Both parties wish to amend Section 7 "Insurance". Contract Amendment No. 1 deletes and replaces language of Sections 7(b), "Workers Compensation", 7(c) "Commercial General Liability and Employers Liability Insurance" and deletes in its entirety 7(d) "Automobile Insurance", while maintaining the rest of the Contract in full force and effect.

The attached Connections Consulting MA LLC contract Amendment No. 1 shall commence on January 1, 2024 and shall expire on December 31, 2025.

## Fiscal Impact

There is no fiscal impact.

## Recommendation

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Personal Services Contract Amendment No. 1 between Connections Consulting MA LLC and Benton-Franklin Counties Juvenile Justice Center to amend certain sections of Section 7 "Insurance".

## 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 AMENDMENT NO. 1 OF THE PERSONAL SERVICE CONTRACT BETWEEN BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND CONNECTIONS CONSULTING MA LLC**

**WHEREAS,** the Benton-Franklin Counties Juvenile Justice Center has a contract with Connections Consulting MA LLC via Benton County Resolution No. 2023 694 and executed on October 10, 2023, and Franklin County Resolution No. 2023 261 and executed on September 27, 2023; and

**WHEREAS,** this Amendment No. 1 to said Contract is necessary as both parties wish to amend certain sections of Section 7 "INSURANCE" by deleting and replacing Sections 7(b) "Workers Compensation", 7(c) "Commercial General Liability and Employers Liability Insurance", and 7(d) "Automobile Insurance", while maintaining the rest of the Contract in full force and effect; **NOW, THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County Washington and by the Board of Franklin County Commissioners, Franklin County Washington the Boards concur with the Juvenile Administrator's recommendation and hereby approves amending Section 7 "INSURANCE" of the Personal Services Contract between Connections Consulting MA LLC and Benton-Franklin Counties Juvenile Justice Center; and

**BE IT FURTHER RESOLVED,** that the Chairs or Chair Pro-Tems are authorized to sign the attached Personal Service Contract Amendment No. 1; and

**BE IT FURTHER RESOLVED**, the term of the attached Amendment No. 1 shall commence on January 1, 2024 and shall expire on December 31, 2025.

**DATED** this ___ day of _____, 2024
**BENTON COUNTY BOARD OF COMMISSIONERS**

_____
Chair of the Board

_____
Commissioner

_____
Commissioner

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

_____
Clerk of the Board

**DATED** this ___ day of _____, 2024
**FRANKLIN COUNTY BOARD OF COMMISSIONERS**

_____
Chair 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-Knight, 1-Juvenile R. Garcia

JUDGES
Hon. Jacqueline J. Shea-Brown
Hon. Joseph M. Burrowes
Hon. Samuel P. Swanberg
Hon. David L. Petersen
Hon. Jacqueline I. Stam
Hon. Norma Rodriguez
Hon. Diana N. Ruff

# BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

DAVID WHEELER, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

5606 W CANAL PLACE, SUITE 106 • KENNEWICK, WASHINGTON 99336-1388
PHONE (509) 783-2151 • FAX (509) 736-2728

DARIN R. CAMPBELL
ARTHUR D. KLYM
BRANDON P. HOLT
Court Commissioners

## AMENDMENT NO. 1 TO PERSONAL SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND CONNECTIONS CONSULTING MA LLC

This Amendment No. 1 to the Personal Services Contract (the "Amendment") is entered into by and between Connections Consulting MA LLC and **BENTON COUNTY** and **FRANKLIN COUNTY**, state of Washington political subdivisions (jointly the "Counties"), for and on behalf of the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency ("Juvenile Justice Center").

In consideration of the mutual benefits and covenants contained herein, and in the parties' existing Personal Service Agreement between Connections Consulting MA LLC and the Counties, (corresponding to Benton County Resolution No. 2023 694 and executed on October 10, 2023, and Franklin County Resolution No. 2023 261 and executed on September 27, 2023), the parties agree to amend **Section 7(b) "Workers Compensation", Section 7(c) "Commercial General Liability and Employers Liability Insurance", and delete Section 7(d) "Automobile Liability";** while maintaining the rest of the Contract in full force and effect;

1. **INSURANCE:** Section 7(b) and 7(c) of the Contract shall be deleted in its entirety and replaced with the following:

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

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

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

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

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

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

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

d. **Automobile Liability**: This Section7(d) is hereby deleted in its entirety.

Except as expressly provided in this Contract Amendment No. 1, all other terms and conditions of the original Contract remain in full force and effect.

This Amendment shall be effective on January 1, 2024.

| **Connections Consulting MA LLC** | **Benton-Franklin Counties Juvenile Justice Center** |
|---|---|
| M Knight 12/14/23<br>**Maria Knight, Owner** Date | 12-18-2023<br>**David Wheeler, Juvenile Court Administrator** Date |
| **BENTON COUNTY APPROVAL**<br>Approved as to Form:<br>Stephen Hallstrom, Deputy Prosecuting Attorney Date<br>By: _____<br>Title: Chair, Board of Commissioners<br>Date: _____<br>Attest:<br>Clerk of the Board: _____ | **FRANKLIN COUNTY APPROVAL**<br>Approved as to Form:<br>Civil Deputy Prosecuting Attorney Date<br>By: _____<br>Title: Chair, Board of Commissioners<br>Date: _____<br>Attest:<br>Clerk of the Board: _____ |

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | FC 01/10/24 BC 01/23/24 |
| **Subject:** | Fikes Northwest Corp., Personal Service Contract Amendment No. 2 |
| **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:**

- ☒ 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

Per Amendment No. 1 Benton County Resolution No. 2023 178 dated February 28, 2023 and Franklin County Resolution No. 2023 042 dated February 14, 2023 the Board of Benton and Franklin County Commissioners entered into a contract with Fikes Northwest Corp. approved amendment to increase do not exceed limit from $660 to $2000.

The purpose of Amendment No. 2 is to amend Section Section 5(a) "Compensation" amend in its entirety Section 5(a) "Compensation" to state the Contract shall not exceed $2,000 per each year the Contract is in place, not including W.S.S.T.

The attached Fikes Northwest Corp. Contract Amendment No. 2 is effective upon execution by the Counties and shall continue in effect from year to year thereafter until terminated.

## Fiscal Impact

The amount not to exceed of $2,000.00 will be paid out of Current Expense Dept. 171 Operations Budget. No supplemental required.

## Recommendation

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign contract Amendment No. 2 between Fikes Northwest Corp. 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 EXECUTING PERSONAL SERVICE CONTRACT AMENDMENT NO. 2 BETWEEN FIKES NORTHWEST CORP. FOR ODOR CONTROL SERVICES FOR THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER**

**WHEREAS,** per Benton County Resolution No. 2016 798 dated October 18, 2016 and Franklin County Resolution No. 2016 378 dated September 28, 2016 the Board of Benton County Commissioners and the Board of Franklin County Commissioners entered into a contract with Fikes Northwest Corp., to provide odor control services for the Benton Franklin Counties Juvenile Justice Center; and

**WHEREAS,** Amendment No. 1, Benton County Resolution 2023 178 and Franklin County Resolution 2023 042 approved amending Section 5(a) "Compensation" to increase the do not exceed limit from $660 to $2000; and

**WHEREAS,** the purpose of Amendment No. 2 is to amend in its entirety Section 5(a) "Compensation" to state the Contract shall not exceed $2,000 per each year the Contract is in place, not including W.S.S.T.; **NOW, THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington and by the Board of Franklin County Commissioners, Franklin County, Washington the Boards concur with the Juvenile Administrator's recommendation of Amendment No. 2 to amend Fikes Northwest Corp. Personal Services Contract for an amount not to exceed $2,000.00 per each year the Contract is in place, not including W.S.S.T.; and

**BE IT FURTHER RESOLVED**, that the Chairs or Chair Pro-Tems are authorized to sign the Amendment No. 2; and

**BE IT FURTHER RESOLVED**, the Contract Amendment No. 2 is effective upon execution by the Counties and shall continue in effect from year to year thereafter until terminated.

**DATED** this ___ day of _____ 2024

**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 _____ 2024

**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-Fikes NW, 1-BFJJC R. Garcia

JUDGES
Hon. Jacqueline Shea-Brown
Hon. Joseph M. Burrowes
Hon. Samuel P. Swanberg
Hon. David L. Petersen
Hon. Jacqueline I. Stam
Hon. Norma Rodriguez
Hon. Diana N. Ruff

# BENTON-FRANKLIN COUNTIES
# JUVENILE JUSTICE CENTER

DAVID WHEELER, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

5606 W CANAL PLACE, SUITE 106 • KENNEWICK, WASHINGTON 99336-1388
PHONE (509) 783-2151 • FAX (509) 736-2728

DARIN R. CAMPBELL
ARTHUR D. KLYM
BRANDON P. HOLT
Court Commissioners

## PERSONAL SERVICES CONTRACT AMENDMENT NO. 2

This Contract Amendment No. 2 is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and **Fikes Northwest, Corp.**, 13401 E Trent Ave, Spokane Valley, WA 99216 (hereinafter referred to as "CONTRACTOR").

In consideration of the mutual benefits and covenants contained herein and in the parties' contract, numbered as Benton County Resolution No. 2016 798 and executed on October 18, 2016 and Franklin County Resolution No. 2016 378 and executed on September 28, 2016 (the "Contract"), the parties agree to amend the Contract as follows:

1. Section 5(a) of the Contract ("Compensation") shall be amended in its entirety and shall read:

   a. The maximum total amount payable by the COUNTIES to the CONTRACTOR under this Contract shall not exceed $2,000.00 per each year the contract is in place, not including Washington State Sales Tax (W.S.S.T).

Except as expressly provided in this Contract Amendment No. 2, all other terms and conditions of the original Contract shall remain in full force and effect.

This Amendment No. 2 shall be effective on January 1, 2024.

| **Fikes Northwest, Corp.** | **Benton Franklin Counties Juvenile Justice Center** |
|---|---|
| Allen Battle 12/13/2023 | 12-19-2023 |
| **Allen Battle** **Date**<br>**President** | **David Wheeler** **Date**<br>**Juvenile Court Administrator** |
| **BENTON COUNTY APPROVAL**<br>Approved as to Form:<br><br>Stephen Hallstrom, Deputy Prosecuting Attorney Date<br><br>By: _____<br>Name: _____<br>Title: Chair, Board of Commissioners<br><br>Date: _____<br><br>Attest:<br><br>Clerk of the Board: _____ | **FRANKLIN COUNTY APPROVAL**<br>Approved as to Form:<br><br>12/19/23<br>Deputy Prosecuting Attorney Date<br><br>By: _____<br>Name: _____<br>Title: Chair, Board of Commissioners<br><br>Date: _____<br><br>Attest:<br><br>Clerk of the Board: _____ |

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | 01/23/24 |
| **Subject:** | Termination of professional services agreement with Katherine Bohnet, contract #2023-381 |
| **Presenter:** | n/a |
| **Prepared By:** | Denise Gerry |
| **Reviewed By:** | Charlie Dow |

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

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

## Summary / Background Information

Benton County currently contracts with attorney Katherine Bohnet for public defense services in Benton County Superior Court (executed through Resolution #2023-381). The agreement provides that either party may terminate the agreement early, with or without cause, simply by written notice with a requisite notice period.

Attorney Katherine Bohnet has provided such notice of early termination, by way of electronic notice dated 12/27/23. The proposed resolution acknowledges this notice and sets 2/27/24 as the final effective date of the early termination, pursuant to the provisions of the agreement.

## Fiscal Impact

None

## Recommendation

Recommend approving proposed resolution which acknowledges the agreement termination notice tendered by attorney Katherine Bohnet on 12/27/24 and sets 2/27/24 as the final effective date of the termination.

## Suggested Motion

Approve with consent agenda.

# RESOLUTION

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

**IN THE MATTER OF ACKNOWLEDGING THE TERMINATION NOTICE OF KATHERINE BOHNET, AN ATTORNEY HOLDING A PROFESSIONAL SERVICES AGREEMENT, RESOLUTION 2023-381 IN BENTON COUNTY SUPERIOR COURT**

**WHEREAS,** Benton County is obligated by law to provide indigent defense services in Benton County Superior Court; and

**WHEREAS,** attorney Katherine Bohnet has been providing public defense services in Benton County Superior Court pursuant to a professional services agreement with Benton County; and

**WHEREAS,** the said professional services agreement provides for either party to provide notice of agreement termination; and

**WHEREAS,** the attorney has, in fact, provided notice of agreement termination dated 12/27/23 (attached as Exhibit "A"); and

**WHEREAS,** pursuant to attorney Katherine Bohnet's professional services agreement, the notice, as provided, will result in a final effective date of 2/27/24, pursuant to the provisions of the agreement; **NOW, THEREFORE**

**BE IT RESOLVED** the Board of Benton County Commissioners, Benton County, Washington hereby accepts termination of the Superior Court professional services agreement with attorney Katherine Bohnet, executed by and through Resolution #2023-381, is hereby terminated at the request of Attorney, pursuant to Attorney's Notice of Early Termination dated 12/27/23 and with a final effective termination date of 2/27/24.

Dated this _____ day of _____ 20 _____

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Commissioner

Constituting the Board of Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

cc: Originals – OPD, Katherine Bohnet
Copy – Auditor, S Godinez

C. Dow

## Denise Gerry

**From:** Charlie Dow
**Sent:** Wednesday, December 27, 2023 2:15 PM
**To:** Katherine Bohnet
**Cc:** Denise Gerry; Jennifer Moore
**Subject:** Re: [EXTERNAL] Contract Termination

Understood. Thanks Kate.

Regards,
Charlie Dow
Managing Attorney
Benton County OPD

On Dec 27, 2023, at 1:00 PM, Katherine Bohnet <kate@kbohnetlaw.com> wrote:

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.

Hi Charlie,

This email is to notify you of my termination of my contract with Benton County, effective 60 days from today's date. Attached please find my current case load.

Benton County has been very good to me for the past almost 6 years and I'm grateful to it for launching my career. I will be happy to work with you to resolve as many cases as possible.

Thank you,
Kate

Katherine Bohnet
Law Office of Katherine Bohnet, PLLC
7105 W. Hood Place, Suite A101
Kennewick, WA 99336
509-405-0681
kate@kbohnetlaw.com
<Benton County Case Load 2023.xlsx>

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | 01/23/24 |
| **Subject:** | Awarding professional services agreement for District Court criminal cases to Nicole Preszler, contract #BCDC24NP001 |
| **Presenter:** | n/a |
| **Prepared By:** | Denise Gerry |
| **Reviewed By:** | Charlie Dow |

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

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

## Summary / Background Information

The caseload in Benton County District Court is significantly higher than expected and as well as the lack of qualified attorneys. It is necessary to contract with additional attorneys to ensure caseload standards are not breached.

Attorney Nicole Preszler is qualified to provide public defense services and interested in contracting with Benton County to do so. The proposed professional services agreement and resolution effectuate a contract with her for the provision of such services on the terms contained therein, for the period from January 2, 2024 through Decembe 31, 2024 at the rate of $350.77 per case.

## Fiscal Impact

General Fund - $350.77 per case for 292 cases, and other allowable case premiums, reimbursements, and other fees as provided in the professional services agreement.

## Recommendation

Approve resolution as proposed, execute proposed professional services agreement with Nicole Preszler.

## Suggested Motion

Approve with consent agenda.

# RESOLUTION

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

**IN THE MATTER OF AWARDING AND EXECUTING A PROFESSIONAL SERVICES AGREEMENT WITH NICOLE PRESZLER, CONTACT #BCDC24NP001, TO PROVIDE PUBLIC DEFENSE SERVICES IN BENTON COUNTY DISTRICT COURT TO DEFENDANTS CHARGED WITH CRIMINAL OFFENSES**

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

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

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

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

**BE IT RESOLVED** that the Board of Benton County Commissioners, Benton County, Washington hereby approves the professional services agreement with attorney Nicole Preszler, designated BCDC24NP001, for services to be provided in Benton County District Court to defendants charged with criminal offenses, commencing January 2, 2024 and expiring December 31, 2024, with a per case compensation in the amount of $350.77 per case for up to 292 cases, plus other allowable case premiums, reimbursements, and fees as provided in the professional services agreement.

Dated this _____ day of _____ 20 _____

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Commissioner

Constituting the Board of Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

cc: Originals – OPD, N Preszler
Copy – Auditor, S Godinez

C Dow

DocuSign Envelope ID: 5E3B431E-FD6E-49C3-BD12-5350C8331416

# PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON COUNTY DISTRICT COURT

## CONTRACT # BCDC24NP001

| CONTRACT SUMMARY | | | |
|---|---|---|---|
| **Contract Type** | **Partial Caseload** | | |
| **Contract Number** | **BCDC24NP001** | **Contract Holder** | **Nicole Preszler** |
| **WSBA #** | **36053** | **Effective Dates** | **January 2, 2024 – December 31, 2024** |
| **Caseload Cap** | **292** | **Compensation** | **$8,535.40 per month** |
| **Assigned Court** | **District Court** | **Compensation Structure** | **☐ By the case**<br>**☐ Monthly**<br>**☐ Hourly**<br>**☒ By the case but paid monthly** |
| **Compensation Payable To:** | **Preszler & Bunch PLLC** | | |

**THIS AGREEMENT** is entered into by and between **Nicole Preszler,** attorney at law, Washington State Bar Association **# 36053,** ("Attorney"), **dba Preszler & Bunch PLLC** and **BENTON COUNTY,** a State of Washington political subdivision ("County"), for and on behalf of the Benton County District Court.

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

A. The County has the legal responsibility to provide legal defense services to indigent persons charged with misdemeanor (and gross misdemeanor) criminal offenses alleged to have been committed within the County's jurisdictional boundaries ("County Defendants").

B. County has also entered into interlocal agreements with the municipalities within its jurisdictional boundaries ("Cities") to provide public defense services to those municipalities in fulfillment of their legal duties to criminal defendants being prosecuted for misdemeanor (and gross misdemeanor) criminal offenses within their jurisdictional boundaries ("City Defendants").

C. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with criminal offenses, and desires to contract

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with the County to provide legal services to County Defendants and/or City Defendants.

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **January 2, 2024** and shall continue thereafter through and including **December 31, 2024**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement. Upon expiration of this Agreement, depending on County's staffing needs, County may elect to utilize any legally appropriate means (including, but not limited, a Request for Qualifications) to select contract awardees. Thereupon, depending on factors including, but not limited to, County's staffing needs, number of qualified applicants, and Attorney's performance during the term of this Agreement, County may choose to re-award a contract to Attorney, to other attorneys, or to no-one, at its sole and exclusive discretion.

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

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at **8797 W Gage Blvd, Ste B, Kennewick, WA 99336.** Attorney's current local office telephone is **509-783-9635**; and Attorney's current office/work e-mail address is **nicole@preszlerandbunch.com**.

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

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

3. **ATTORNEY'S QUALIFICATIONS.** Attorney acknowledges and agrees that the County has an obligation to provide competent and effective legal counsel to indigent persons subject to proceedings in the Benton County District Court. Attorney shall perform all services hereunder in strict accordance with the usual skills and professional ethical standards exercised by attorneys engaged in the defense of persons accused of misdemeanor crimes in the state of Washington and generally exercised by members of the Washington State Bar Association (WSBA). Without limitation in that regard, Attorney acknowledges and agrees that Attorney has a fundamental duty and responsibility to effectively promote and protect the best interests and rights of all persons whom Attorney is appointed to represent under this Agreement. Attorney acknowledges and agrees that he or she independently, solely, and exclusively bears professional responsibility for decisions, actions, and omissions, made in the course of providing professional legal services pursuant to this Agreement. None of the actions or omissions of County or its

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agents (specifically including County's Public Defense Manager) shall be interpreted as supervising, directing, or otherwise controlling Attorney's exercise of professional discretion.

a. As of the date of this Agreement, Attorney represents and warrants that Attorney is unconditionally licensed to practice law within the state of Washington; has had at least one (1) year of direct trial experience in criminal defense or criminal prosecution matters (or will be part of an intensive and closely supervised mentorship program sponsored by the County's Office of Public Defense); otherwise meets applicable requirements of the Washington Standards for Indigent Defense ("SID") applicable to misdemeanor and gross misdemeanor cases; has not been subject to a termination proceeding involving a previous personal service agreement for indigent defense services; has not been censured, admonished, or otherwise formally disciplined for past conduct or behavior that would negatively reflect on Attorney's duty and ability to effectively and competently render legal services hereunder; has not been suspended or disbarred from the practice of law in any state or jurisdiction at any time in the past; and does not have any bar association complaints filed and pending against him/her.

(i) This Agreement may be subject to review and, if applicable and/or necessary, further action pursuant to paragraph 17 below in the event that Attorney's license to practice law in Washington is revoked or otherwise limited or restricted; in the event that a court of competent jurisdiction formally determines and expressly finds that Attorney has rendered ineffective assistance of counsel to any person; in the event that Attorney is censured, admonished, or otherwise formally disciplined for conduct or behavior that negatively reflects on Attorney's duty and ability to effectively and competently render legal services hereunder; or in the event that Attorney is suspended or disbarred from the practice of law in any other state or jurisdiction.

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

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

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

d. During each calendar year of the term of this Agreement Attorney shall obtain at least seven (7) hours of WSBA-accredited Continuing Legal Education (CLE) credits in courses directly relating to Attorney's public defense practice under this

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Agreement. Attorney shall provide the Public Defense Manager with written proof and confirmation that such CLE credits have been obtained no later than by December 31st of each calendar year. Additionally, during each calendar year during the term of this Agreement, in addition to participating in any specialized training-related activity specified in RCW 10.101.060(1)(a)(iii) or otherwise specifically required by other applicable law or court rule, Attorney shall attend at least one (1) public defense services-related training seminar sponsored and/or approved by the Washington State Office of Public Defense ("WSOPD"), and any CLE credit earned by Attorney by attending such training seminar(s) may be applied towards the above-mentioned minimum seven (7) hours. The County may provide Attorney's name and address to the WSOPD for purposes of the WSOPD notifying Attorney of any such upcoming training seminars. Attorney shall provide the PDM with written proof and confirmation that such required training seminar has been attended by Attorney no later than by December 31st of each calendar year.

Specific training regarding legal financial obligation ("LFO") issues. At least once every 24 months (or more frequently as required in writing by the County due to changes in applicable law) Attorney shall attend training approved and presented/sponsored by County on the subject matter of LFO issues in public defense cases. Attendance may be live or by video replay and Attorney shall provide proof of attendance to County by any means reasonably required by County. If Attorney is a new contract public defender, then County will provide Attorney with basic LFO training material in the first week following the date when Attorney starts with County's public defender training program or first becomes eligible for case appointments, whichever is earlier, and Attorney shall provide proof of viewing of LFO training material to County as a specific condition of this contract within the week by any means reasonably required by County.

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

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

f. Pursuant to RCW 10.101.050, no later than 15 calendar days after the end of each calendar year during the term of this Agreement, Attorney shall provide the PDM with a written report showing the total number and specific types of private practice cases (which for purposes of this Agreement shall include pro bono cases, retained-fee cases,

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and any cases handled by Attorney under any other professional/personal services agreement) in which Attorney provided legal services during the preceding year.

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

g. Attorney recognizes and acknowledges that Attorney is required by Washington Supreme Court Order to meet certain Supreme Court-adopted Standards for Indigent Defense ("Defense Standards") to provide quality representation to indigent criminal defendants, and to periodically file certain certifications attesting to Attorney's compliance with such Defense Standards. Attorney understands and acknowledges that Attorney's compliance with such Defense Standards and periodic certification filing requirements is a direct professional and ethical obligation between Attorney and any Court in which Attorney appears while performing services under this Agreement. Attorney further acknowledges and understands that, though Attorney's compliance with such Defense Standards and such periodic certification filing requirements is not an express term of this Agreement and therefore not subject to the County's monitoring or control, Attorney's noncompliance with such Defense Standards and/or such filing requirements would directly impair Attorney's ability to perform and fulfill Attorney's basic obligations under this Agreement. Accordingly, if the County is notified by any Court in which Attorney appears to perform services under this Agreement that Attorney has failed to comply with such Defense Standards or such periodic certification filing requirements, Attorney shall then be considered to be in substantive breach of this Agreement and this Agreement shall then become subject to potential termination under the provisions of paragraph 17.b. below.

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

4. **OTHER INDIGENT DEFENSE AGREEMENTS.** The County has entered into separate and independent professional services agreements with other licensed attorneys, and also employs in-house staff attorneys to primarily provide criminal defense services to persons accused of misdemeanor crimes in Benton County District Court. Attorney agrees to fully cooperate and coordinate with said other attorneys, the Benton County District Court, the District Court Administrator and the PDM to establish a process to effectuate the efficient and equitable distribution of case appointments between Attorney and said other attorneys (collectively the "Benton County District Court Criminal Defense Panel"). The District Court Administrator and/or the PDM shall have the inherent discretion and authority to monitor and control (and reasonably modify/change) such process. Attorney shall accept all case assignments made by the District Court or PDM even if the case does not originate from the docket to which attorney is assigned.

5. **CONTRACT DUTIES.** During the term of this Agreement, Attorney agrees to and shall accept appointments to represent indigent persons (regardless of their race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation) on any matter in the Benton County District Court in which

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publicly provided counsel is furnished or required by law. More specifically, Attorney shall accept court appointments to represent indigent persons on any of the following types of matters:

- Any misdemeanor matter filed or otherwise pending under the applicable Washington criminal statutes and/or under any other applicable Washington law including the municipal codes of the cities located within Benton County, in the Benton County District Court.

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

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

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

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

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

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

- Any post conviction matters where court appointed counsel is mandated by law including, but not limited to: furlough orders, motions to withdraw pleas, and sentence reviews. These post conviction matters do not include appeals to Superior Court pursuant to RALJ, since these are separately addressed herein.

- Any appeals to Superior Court pursuant to the Rules of Appeal for Courts of Limited Jurisdiction ("RALJ")

    *a)* **Assignment to specific docket:** County intends to assign Attorney to a specific criminal docket, representing cases primarily filed by either County (further divided into law enforcement agency that made the arrest: Washington State Patrol or Benton County Sheriff's Office), or by one of the Cities ("Assigned Docket"). As such, the vast majority of Attorney's responsibilities will be to cases filed on Attorney's Assigned Docket. However, from time to time, whether because of conflict of interest of other public defense attorneys or because of caseload overflow reasons, Attorney may be assigned cases from dockets other than Assigned Docket and Attorney's acceptance of such cases (with allowance for Attorney's bona fide conflicts of interest) are a specific condition of this Agreement even though such cases may require Attorney to attend multiple dockets or even attend court multiple days a week for short periods of time.

    *b)* **Changes to court schedule:** The parties acknowledge that i) the criminal Docket days are set by Benton County District Court and not by County and therefore they may be subject to temporary or permanent modification at the discretion of Benton

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County District Court; ii) emergency court operations (including emergency court operations necessitated by the COVID-19 pandemic) may necessitate to modification of Docket scheduling including the splitting of dockets into multiple days a week or otherwise modifying weekly docket responsibilities; (the preceding 5b.i) – ii) shall collectively be referred to as "Docket Scheduling Irregularities").

As to the Docket Scheduling Irregularities described in the preceding paragraph, the parties agree that:

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

- Docket Scheduling Irregularities do not, in themselves, entitle Attorney to additional compensation;

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

*c)* ***In-Custody Team*** **assignment**: Upon written direction from the PDM, Attorney shall be assigned to the *In-Custody Team* provided that the PDM, to the extent possible and practicable, should not make such an assignment against an attorney's expressed desires, and shall only do so if necessary to maintain adequate representation or continuation of representation. This written notification shall be made on or before the commencement of this Agreement term if the Agreement is intended to be for *In-Custody Team* assignment, and may be made at any time after commencement of the Agreement if the assignment to the *In-Custody Team* occurs after commencement. Attorneys assigned to the *In-Custody Team* shall not receive any newly filed misdemeanor matters, material witness matters, matters returned to Benton County District Court from any higher court, any matters transferred from the Juvenile Court through declination or other court proceedings, any conflict cases or any civil contempt cases, any post conviction cases, and will not be expected to handle RALJ appeals (unless they request to be assigned such cases). Instead, *In-Custody Team* attorneys shall be responsible, as a team, for providing representation for the following:

- In-custody initial appearances in Benton County District Court. Such representation shall be provisional only and shall not continue beyond the initial appearance hearing. The purpose of such in-custody representation shall be to resolve compliance or failure to pay fine cases as possible, to make release decision arguments on new criminal charges, and, when possible (usually when plea agreements may be reached with prosecutors) to resolve new criminal charges.

- Providing representation to defendants during all regularly scheduled District Court probation, compliance, or sentence violation dockets and failure to pay fine dockets (if held) except the compliance dockets associated with District Court felonies, and with compliance/fail to pay fine cases docketed in Benton County District Court in Prosser.

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*d) Arraignment Counsel* assignment: On a rotating basis with the schedule established and maintained by the PDM, Attorney shall provide provisional representation to defendants on arraignment dockets. At assigned arraignment dockets, Attorney shall be responsible for remaining available during the entire docket for provisional consultation by any defendant who wishes to have the benefit of legal advice before or during otherwise *pro se* negotiations with prosecuting authorities for the resolution of their case(s) at time of arraignment. During arraignment docket assignments, Attorney shall not be responsible for providing any advice to defendants who are not seeking to resolve their case(s) at time of arraignment, even in the case of defendants whose cases are assigned to them by the Court. If Attorney is not available for an assigned arraignment docket, then Attorney is personally responsible for arranging for coverage by any other attorney who has a current contract with County. In any case where another contract attorney provides coverage, then that attorney, instead of assigned attorney, shall be entitled to the compensation for the assignment.

*e) On-call cell phone* assignment. On a rotating basis with the schedule established and maintained by the PDM, Attorney shall provide 24-hour "on-call" limited and provisional representation to defendants who are in custody. This assignment will be made for a week (7 consecutive days) at a time during which time Attorney shall carry and answer a cell phone provided to Attorney for such purpose by the PDM (or appropriately forward calls from the provided cell phone to another phone as long as they are answered by Attorney). The PDM shall reasonably ensure that the phone calls being made to the on-call Attorney are only being made by arrestees who wish to speak with an attorney prior to being questioned, providing a breath test sample, or for some other appropriate pre-arraignment purpose. Attorney is specifically permitted to accept people with whom they speak during this assignment as paying private clients and is permitted, to the extent otherwise lawful and not in violation of the Rules of Professional Conduct, to discuss the prospect or terms of such private retainer during the telephone conversation. *From time to time, at the request of an attorney holding a District Court public defense agreement, County may assign the on-call cell phone to such an attorney exclusively for an agreed-upon time (or indefinitely). Such temporary exclusive assignment to an attorney does not negate the provisions of this section 5e) when and if the time comes when the exclusive assignment arrangements terminates and it becomes necessary to assign the on-call cell phone to other attorneys, including Attorney, once again.*

6. **CONTINUED REPRESENTATION.**

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

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should not be terminated unless other arrangements for appointment of counsel have been made by the Office of Public Defense. The determination of case credit entitlement at such subsequent representation shall be governed by the provisions of Article 8(b) herein.

Attorney's responsibility to provide continuing legal representation to clients upon expiration or termination of this Agreement shall be as stated in Section 17 Termination.

7. **NUMBER OF APPOINTMENTS.**

During each calendar year of the term of this Agreement, Attorney may be appointed any number of case appointments up to **292** total cases equivalents as calculated pursuant to Article 8 herein per calendar year (proratable for any partial calendar year). The maximum number of appointments stated above shall be calculated exclusive of appointments to RALJ appeals and exclusive of cases handled by Attorney while assigned to the compliance unit. Provided, however, that if Attorney is assigned, during any full calendar year to the compliance unit for less than that full calendar year, then for purposes of calculating case equivalent totals for the year, Attorney shall be credited with the greater of thirty-two (32) cases equivalents for each month when Attorney is assigned to the compliance unit.

8. **CASE EQUIVALENTS.**

a. For purposes of calculating Attorney's above-referenced "case equivalents" under this Agreement only and expressly not for purposes of any "weighting system" as allowed by SID, the following provisions shall apply:

- A misdemeanor appointment shall be counted as one (1) case equivalent.

- A probation violation appointment shall be counted as one-third (1/3) case equivalent unless the probation violation appointment requires appearance on the Prosser docket of Benton County District Court or Attorney is assigned to the *compliance unit*. Probation violation appointments requiring appearance on the Prosser docket of Benton County District Court shall be counted as one-half (1/2) case equivalent. During any period of time Attorney is assigned to the *compliance unit*, probation violation appointments shall not count as a case equivalent of any sort.

- An appointment on a mental or substance-abuse commitment, generally to be appointed only when necessary for conflict reasons, shall count as one (1) case equivalent.

- An appointment on a post-conviction review matter including furloughs shall be counted as one-third (1/3) case equivalent unless the matter requires substantial briefing in which case the matter may qualify for additional credit up to a full case equivalent.

- An appointment to represent a person in a material witness matter in a case pending in Benton County District Court shall count as one half (1/2) of a case equivalent.

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- An appointment to a case or matter returned to Benton County District Court from a higher court shall be counted as determined by the PDM following consultation.

- If Attorney is appointed to a case and withdraws prior to the second pre-trial hearing for any reason, including the substitution of retained counsel or a conflict of interest, that appointment shall not count as any case equivalent; provided that the PDM shall retain discretion to award a case equivalent value (or fractional portion thereof) if deemed appropriate following consultation. If Attorney is appointed to a case and withdraws after the second pre-trial hearing but before trial readiness, for any reason including substitution of retained counsel or a conflict of interest, then Attorney shall be entitled to one-half (1/2) of a case equivalent.

- Case equivalent value assigned is based on cases, not charges, and is determined by the classification of the most serious offense charged.

- Any civil contempt of court proceeding shall count as one-half (1/2) of a case equivalent.

- Provisional client contact during *arraignment counsel* assignment, and provisional client contact during *on-call-phone* assignment, shall not count as a case equivalent of any sort.

- RALJ appeals shall count as four (4) case equivalents. If, after a client prevails in Superior Court, the prosecution chooses to appeal to the Court of Appeals and Attorney is required to file an Answer to the appeal, then Attorney shall be entitled to a further one (1) case equivalent.

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

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

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discretion adjust the case equivalent total earned under this paragraph upon written request from, and after review and consultation with, Attorney.

d. In any case where Attorney is appointed contemporaneously on multiple compliance and/or failure to pay fine cases, or any combination thereof, involving the same defendant, all of which are resolved on the same docket during the same court appearance(s), such combination of multiple cases shall be considered one case for purposes of case credits, and shall, collectively, be considered either a one-third (1/3) case equivalent or one-half (1/2) case equivalent as specified in 8(a) above.

e. Throughout the term of this Agreement, Attorney shall maintain case appointment records sufficient to provide the following information about each case assigned to Attorney through this Agreement: case name, client name, case number, date of assignment, and charges and date of resolution. On a monthly basis, prior to the 15th day of the month, Attorney shall provide such records to the PDM in a format acceptable by the PDM, including an electronic format if required, for all cases assigned during the preceding month. Within a reasonable time not to exceed 30 days after receipt of Attorney's caseload submission, the PDM or designee shall provide Attorney with a reconciliation report either agreeing to Attorney's reported numbers if they correspond with caseload numbers generated by PDM records, or asking Attorney for additional documentation to substantiate eligibility for individual case credits if Attorney's reported numbers conflict with caseload numbers generated by PDM records. In any case where Attorney is required to provide additional documentation to substantial eligibility for individual case credits (and Attorney will only be requested to do so if JIS records do not support Attorney's claim for credit) Attorney shall provide such substantiation in the form of a copy of the court issued "notice of appointment" or equivalent form, within 30 calendar days from the request. If Attorney does not so provide, then Attorney shall not be eligible to count such disputed cases in Attorney's caseload total and hereby waives all contractual and common law rights (including the doctrine of *unjust enrichment*) as pertaining to the disputed cases. Furthermore, if Attorney neglects to claim credit for any case or cases in any given caseload report and does not send a revised caseload report claiming such credit within 60 days of the original submission thereof, then Attorney similarly shall not be entitled to credit for such case or cases, and hereby waives all contractual and common law rights (including the doctrine of *unjust enrichment*) as pertaining to such omitted case or cases.

Specific reporting of LFO cases In addition to the other reporting required by this section, if Attorney is appointed by the Benton County District Court to represent clients on LFO matters, then Attorney shall report: 1) the number of LFO failure to pay cases appointed; and 2) the number of LFO failure to appear cases appointed. It is recognized that some cases may involve allegations of both failure to pay and failure to appear and that they therefore should be reported under both categories of cases.

9. **CLIENT ELIGIBILITY.** The Benton County District Court (or its designee), consistent with applicable laws, rules and standards, shall determine the eligibility of any particular person for representation by Attorney under this Agreement. Attorney is under no obligation to determine a person's eligibility or continuing eligibility to receive publicly provided representation. If Attorney is appointed to represent a person and subsequently discovers that the client's circumstances have changed such that the client is no longer entitled to court appointed counsel, or that the client may have obtained appointed counsel initially by fraud, misrepresentation or omission, assuming that clear standards for financial eligibility have been communicated to the

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client by the court, then pursuant to RPC 4.1(b) Attorney should, unless prohibited by another Rule of Professional Conduct, advise the court of the circumstances. If the Benton County District Court (or its designee) nevertheless determines that such person is not eligible for publicly provided representation, the appointment of Attorney to represent such person shall be rescinded and such person shall be required to retain their own legal counsel. Attorney shall not thereafter represent such person in such matter on a retained-fee basis unless such person applies for and receives the Benton County District Court's permission allowing such representation. Nothing contained herein shall prevent Attorney from representing a person on a retained-fee basis in an action in which Attorney has not been appointed by the Benton County District Court to represent such person, or from representing a person on a retained-fee basis whom Attorney has been appointed by the Benton County District Court to represent provided that the matter(s) involving the retained representation are wholly independent and unrelated to the matter for which Attorney was appointed.

10. **CONFLICTS.** Notwithstanding any other terms or provisions contained in this Agreement to the contrary, Attorney shall not be required to accept, and Attorney shall decline to accept, an appointment under this Agreement if the particular appointment would create a true and bona fide conflict of interest for Attorney or would otherwise cause or constitute an actual violation of any generally recognized ethical or professional standards common and applicable to attorneys in the state of Washington. Furthermore, in the event a true and bona fide conflict of interest arises subsequent to Attorney receiving an appointment under this Agreement (or in the event Attorney's continued involvement in a pending case would cause or constitute an actual violation of any such ethical or professional standards), Attorney shall immediately arrange for substitute counsel by: a) contacting the Benton County Office of Public Defense and requesting substitute counsel unless a court appearance on the matter is imminent; or b) appearing in court and requesting that Benton County District Court assign substitute counsel if the time between discovery of the conflict of interest and the next court appearance is very short. Attorney shall not wait for more than two business days to request substitute counsel under 10a) or 10b) since doing so will have the risk of impairing the rights and quality of representation afforded to the affected client. Under no circumstance shall Attorney ever be required to bear the cost of seeking or compensating conflict counsel.

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

a. Without limiting Attorney's duty to initially meet with an indigent person to discuss their case as soon as reasonably possible following Attorney's appointment to the case, when Attorney is appointed to an "in custody" case (i.e., a case in which the person is confined/incarcerated), Attorney should use best efforts to meet face-to-face within

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three (3) business days of Attorney receiving the appointment (unless the circumstances of a particular case reasonably require that Attorney make earlier initial contact with the person), otherwise, as soon thereafter as is reasonably feasible.

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

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

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

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

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

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

(iv) Any crime of dishonesty or deception.

12. **COMPENSATION.**

a. Attorney shall be compensated **$350.77 per case** as a flat fee.

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For the mutual convenience of the parties, the flat fee shall be payable as a monthly flat fee of **$8,535.40.** Compensation shall be payable in this amount even in years when Attorney's annual caseload falls short of the anticipated caseload maximum as stated in this Agreement.

All compensation shall be payable to **Preszler & Bunch PLLC** since Attorney is a principal with that firm.

b. **Payment of compensation shall be contingent on Attorney complying with case reporting provisions stated herein, including in Articles 8(e) and 3(f). Failure by attorney to comply with case reporting provisions shall be cause to delay payment of compensation until such failure is remedied.**

c. In addition to the stated monthly compensation, Attorney shall receive **$350 per day for each full day of trial** and **$175 for each partial day of trial**, not to include pre-trial motions, separate sentencing proceedings or time waiting for disposition. A full day of trial is defined as actual in-session trial proceedings going beyond four (4) total hours for that trial day. Attorney shall also receive the sum of **$150 for each arraignment docket** to which Attorney is assigned pursuant to Section 5(b) herein.

d. The above-stated payments to Attorney will immediately cease upon the termination of this Agreement on, or for any reason prior to, the termination date specified in paragraph 1 above. For example, if this Agreement is terminated effective October 31, 2021, the above referenced monthly payments to Attorney would also terminate as of such date, and Attorney would not be entitled to receive any further monthly payments from the County; provided that, Attorney would be entitled to receive any then-accrued and unpaid amounts for services rendered hereunder prior to such termination date. By way of further example, if this Agreement is terminated effective November 15, 2021, the above-stated monthly payments to Attorney would also terminate as of such date, and Attorney would not be entitled to receive any further monthly payments from the County; provided that, Attorney would be entitled to receive on a prorata basis any then-accrued and unpaid amounts for services rendered hereunder prior to such termination date (i.e., 50% of the above-stated monthly payment amount). Attorney acknowledges and agrees that the above-stated compensation to Attorney shall constitute Attorney's full and exclusive compensation hereunder for all cases handled by Attorney under this Agreement up to the above-stated annual maximum total case equivalents.

e. Compensation for trial per diems and arraignment docket assignment (12.e) and RALJ appeals (12.f) shall be claimed by Attorney within 60 days of the event giving rise to entitlement to compensation (the completed appeal in the case of RALJ appeals) in writing utilizing such form as may be reasonably required by the PDM. Legal entitlement to compensation shall not accrue until such a claim is properly filed. Failure to file such a claim for compensation within 60 days shall constitute a waiver by the Attorney of the right to compensation and shall further waive Attorney's rights under any common law scheme such as unjust enrichment as to the compensation that was not timely claimed.

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13. **COSTS AND EXPENSES.**

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

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

(i) Attorney shall be entitled to receive reimbursement for the actual cost of such out-of-pocket expenditures provided that, however, Attorney shall not incur any such expense nor shall Attorney be entitled to be reimbursed for any such expense unless such expense has been pre-approved pursuant to ex-parte motion and court order (or other court-designated or delegated process) that expressly determines and finds that such expense is necessary and reasonable in accordance with applicable court rules, procedures, and standards. Such court order (or other court-designated or delegated process) shall state and provide a specific dollar amount for the requested and authorized expenditure; provided that, in the event it is not reasonably possible to state and provide a specific dollar amount for a particular requested expenditure, such order may nevertheless provide authorization for the expenditure but shall establish and set forth a maximum dollar expenditure amount. In regard to any reimbursement to Attorney for any court-approved expenditures and costs pertaining to case-related travel, meals, and lodging, any reimbursement to Attorney for such expenditures and costs shall not exceed the locally adjusted amounts that are established and published by the Federal General Services Administration.

(ii) In addition to any other prerequisites imposed by court rules, procedures, or standards, as a precondition to Attorney being reimbursed for an expenditure under this paragraph, Attorney shall be required to submit a vendor warrant payment voucher to the County that identifies the specific expenditure(s) for which reimbursement is sought (exercising appropriate discretion to protect client confidentiality given that such vouchers are matters of public record unless sealed by the court at Attorney's request) and that has attached thereto a copy of the court order(s) that specifically pre-approved and authorized such expenditure(s) (unless sealed by the court at Attorney's request) together with attached copies of all written payment receipts relating to such incurred expenditure(s) (unless sealed by the court at Attorney's request). Attorney's administrative time expended to prepare, submit, and process vouchers shall not be billable to the County. All payment vouchers and requests for reimbursement under this paragraph shall be subject to the court's review and final approval for payment. Attorney shall submit such payment vouchers to the District Court Administrator within sixty (60) days of Attorney incurring the expense(s) for which reimbursement is sought, and the County shall have the right to deny payment of any voucher that is not timely submitted within said requisite sixty (60) day period.

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14. **INDEMNIFICATIONS AND HOLD HARMLESS.** Attorney agrees to and shall fully indemnify the County and its elected/appointed representatives, officers, employees, and agents; and to hold the County and its elected/appointed representatives, officers, employees, and agents fully harmless; from and for any and all losses, damages, costs, charges, claims, demands, suits, or actions of whatsoever nature directly or indirectly arising out of or by reason of Attorney's (or any person, employee, agent, contractor, or entity acting for or on behalf of Attorney or at Attorney's request or direction) acts, defaults, errors and/or omissions of whatsoever nature in the performance of legal services to any person under this Agreement. In the event any suit or legal proceeding is brought against the County or any of its elected/appointed representatives, officers, employees or agents at any time on account of or by reason of any such acts, defaults, errors and/or omissions, Attorney hereby covenants and agrees to assume the defense thereof (through counsel acceptable to the County) and to defend the same at Attorney's sole cost and expense and to pay any and all costs, charges, attorneys' fees, and other expenses as well as any and all judgments or awards that may be incurred by or entered against the County or any of its elected/appointed representatives, officers, employees or agents in such suits or other legal proceedings. Without limiting the intended broad scope and application of the indemnification and hold harmless provisions of this paragraph, for purposes of this paragraph, Attorney waives, with respect to the County only, any immunity that would otherwise be available to Attorney under the Industrial Insurance Act provisions of Title 51 RCW or any other similar workers/employee disability or benefit law. The indemnification and hold harmless provisions of this paragraph shall survive the termination or expiration of this Agreement.

15. **INSURANCE.**

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

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

(ii) Attorney shall continuously maintain the professional liability insurance coverage required by this paragraph 15.a. throughout the entire term of this Agreement, throughout any other longer time period during which Attorney is obligated to continue performing services and duties hereunder, and for a period of no less than thirty-six (36) consecutive months after Attorney has fully completed all services and duties required hereunder.

b. Attorney shall also obtain and maintain, at Attorney's sole cost and expense, a policy of Commercial General Liability insurance (including Endorsement Form CG2011 or direct equivalent insurance industry additional insured endorsement

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form and including Contractual Liability coverage) in the amount of not less than $1,000,000.00 per occurrence nor less than $2,000,000.00 in the aggregate during the policy term. Additionally, if Attorney is an employer, Attorney shall obtain and maintain, at Attorney's sole cost and expense, a policy of Statutory Workers Compensation and Employers Liability/Stop Gap insurance in the amount of not less than $1,000,000.00.

(i) The policy of Commercial General Liability insurance shall be written on an occurrence basis; shall name the County, the Benton County Superior Court, and their elected/appointed representatives, officers, employees and agents as additional insureds; shall be primary coverage for both defense and indemnity and non-contributory with any insurance coverage maintained by the County; and shall provide for waiver of subrogation rights as to the County.

(ii) The insurance policies required by this paragraph 15.b shall require that the insurance company provide the County with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

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

c. Contemporaneously with Attorney's execution of this Agreement, Attorney shall provide the County with copies or certificates of the insurance policies and coverage (including any endorsements) required under this paragraph 15, and Attorney shall annually provide the County with the same type of documented proof and confirmation that such insurance policies and coverage continue to exist no later than thirty (30) days after the policies' annual renewal date(s).

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

a. Upon receiving such complaint, the PDM, without limitation to any other action the County may deem necessary/appropriate to pursue under this Agreement, shall promptly forward a copy of the complaint to Attorney and request and obtain Attorney's written, dated, and signed response thereto (which Attorney shall prepare and provide to the County and the PDM within five (5) business days, who then shall provide the represented person with a copy of the response within five (5) business days thereafter). The PDM shall review the complaint and Attorney's response and take any action deemed

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necessary with Attorney and/or the represented person to address and resolve the complaint, and the disposition of the complaint shall be communicated to the represented person as soon as reasonably possible. The PDM then may follow-up with the Benton County District Court within five (5) business days thereafter to confirm or advise that the complaint has been, or is in the process of being, addressed and disposed of. This stated procedure does not interfere with or otherwise impair the Benton County District Court's ability and/or duty to monitor the performance of attorneys appearing before the court.

b. Additionally, during the term of this Agreement, in order to help ensure that indigent persons are consistently provided effective legal representation, and without limitation to any other means or methods of performance monitoring/evaluation the County may deem necessary/appropriate, Attorney acknowledges that the County and/or the PDM have the right to periodically ask, without limitation, the Benton County District Court and/or the District Court Administrator and/or other attorneys and/or persons previously represented by Attorney to provide the County with an evaluation/assessment of the quality and effectiveness of Attorney's performance of legal services and related duties and obligations under this Agreement, provided that such inquiry shall not be made of any person represented, absent a complaint from such person, during the course of representation.

17. **TERMINATION.**

**Cause for Termination and Notice**

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

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

b. In addition to the above-referenced automatic termination provisions, the County may elect to terminate this Agreement in the event Attorney fails for whatever reason to comply with any provision of this Agreement after giving Attorney ten (10)

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business days advance written notice to cure, which notice shall specify the reason(s) for the notice, the act(s) necessary to cure Attorney's failure(s), and the consequence (i.e., termination without further notice) if the failure(s) is/are not cured within the ten (10) day period. The County's right to terminate this Agreement in such regard shall be in addition to any other rights and remedies available to the County.

c. In addition to the foregoing provisions regarding termination, either party may elect to terminate this Agreement with or without cause or reason by providing the other party with ninety (90) days advance written notice of such election ("Early Termination"). Without limiting/waiving other provisions of this Agreement relating to Attorney's obligation and duty to accept and complete cases appointed to Attorney, Attorney's continuing obligation to accept case appointments shall be governed by the provisions of Section 17.f herein.. A ninety (90) day notice of termination given by either party under this paragraph 17.c. shall be fully and immediately effective when received by the recipient party pursuant to the provisions of below paragraph 30 (notwithstanding the inclusion of any contrary terms or language in the notice) without any need for formal or informal acceptance or any other response by the recipient party, and such notice may not thereafter be rescinded/revoked by the party giving such notice unless such rescission/revocation is expressly acknowledged and agreed to by the recipient party in writing in the recipient party's sole discretion.

d. In any event, consistent with the provisions of paragraph 12.e. above and regardless of the manner in which this Agreement is terminated, Attorney acknowledges and agrees that Attorney shall not be entitled to receive any further compensation from the County in the event this Agreement is terminated; provided that, however, Attorney shall be entitled to be paid for all services duly performed by Attorney under this Agreement up to the date of termination (including trial per diems. Additionally, as required by paragraph 6 above, the termination of this Agreement, regardless of the manner of termination, shall not relieve Attorney from the obligation and duty to continue representing all persons whom Attorney was appointed to represent prior to the termination unless Attorney is expressly barred or prohibited from doing so by court order and/or the suspension/disbarment of Attorney from the practice of law in Washington.

e. At the sole and exclusive discretion of County, Attorney may terminate this Agreement with less than 90 days notice with conditions of such Early Termination to be as set out in the next subsection below.

f. The parties agree that in the event of Early Termination of this Agreement with or without cause pursuant to Section 17.c, then:

1) If the Early Termination is initiated by County, then Attorney shall receive compensation for the entirety of the 90 day notice period, shall continue receiving case assignments during the first 30 of the 90 day notice period only, and shall not be responsible for any unresolved cases at the end of the 90 day notice period ("Residual Caseload").

2) If the Early Termination is initiated by Attorney, then the following provisions shall apply:

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| Notice | Appointments | Compensation | Legal Responsibility for Cases | Cost of Reassignment | Cap on Expenses |
|---|---|---|---|---|---|
| Days of Notice Required | Number of Days After Notice Attorney shall Continue to Accept Cases | Number of Days After Notice Attorney shall Continue to Receive Compensation | Number of Days After Notice Contractor is Responsible for Cases | Financial Responsibility for Reassignment of Residual Caseload | Cap on Attorney's Financial Responsibility for Residual Caseload |
| Less than 30 | 0 | 0 | 0 | 100% by Attorney | 1 month of compensation |
| 30-60 days | 0 | 30 | 60 | 50% by each party | 1 month of compensation |
| 90 days | 60 | 90 | 120 | 25% by Attorney | ½ month of compensation |

3) If, after termination, Attorney is then required to repay any compensation as constituting his/her share of financial responsibility for reassignment of Residual Caseload ("Repayment Obligation"), then Attorney may make such repayment in one lump sum or, at his/her election, in the amount of $500 per month with the first payment being due on the first of the month immediately after the effective date of termination, and subsequent payments being due on the first of each subsequent month. Furthermore, County shall be entitled to offset any such Repayment Obligation by withholding any sums that are due and payable to Attorney on or after the effective date of termination.

4) Pursuant to Section 19.d of this Agreement, Attorney may arrange with another attorney ("Substitute Attorney") to assume Attorney's Residual Caseload upon departure to avoid any Repayment Obligation. If Attorney chooses to do so, then any payment arrangements for the services by Substitute Attorney shall be a matter to be arranged between Attorney and Substitute and shall not affect this Agreement or Attorney's obligation hereunder in any way except that Attorney shall not be responsible for any Repayment Obligation as to cases that are handled by Substitute Attorney and therefore not considered to be Residual Caseload cases.

18. **INDEPENDENT CONTRACTOR.** Attorney fully understands, acknowledges, and agrees that Attorney shall not be an agent, representative, or employee of the County or the Benton County District Court for any type of purpose or situation whatsoever (including, without limitation, for purposes of any type of wage, hours/overtime, workers/industrial insurance compensation, unemployment, fair labor, and/or employee benefit/leave laws, disability act

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coverage or rules, and/or regulations) and that Attorney, as of the date of this Agreement and throughout its entire term, is and will always be acting and operating as a fully independent contractor. In that regard, strictly subject to Attorney's duties, responsibilities and obligations imposed under this Agreement, Attorney shall have sole and absolute discretion using Attorney's best professional legal judgment to determine the manner and means of providing the legal representation services required under this Agreement; and neither the County, the County's PDM, nor the Benton County District Court shall have any authority or duty to directly control the actual performance of Attorney's professional services hereunder.

19. **NON-ASSIGNMENT AND TEMPORARY SUBSTITUTIONS.** Except as otherwise expressly provided in paragraphs 19.a-d below, Attorney shall not allow or arrange for any other person to perform any of the services required by this Agreement, nor shall Attorney assign, subcontract out, or otherwise delegate any of Attorney's rights, responsibilities, or obligations under this Agreement.

a. Attorney and any of the other Benton County District Court Criminal Defense Panel members or staff attorneys employed by Benton County may mutually agree to make temporary, substitute appearances for each other on routine docket matters and routine court hearings on an as-needed basis as approved by the court and by the person being represented (if that person has previously discussed the case with his/her appointed attorney). Any compensation or consideration (if any) to be paid or given by Attorney to the other Benton County District Court Criminal Defense Panel members for such substitution(s) shall be a matter of direct negotiation and agreement between Attorney and said other panel members, and said other members shall not be entitled to receive any additional compensation from the County for such substitution(s). Provided, however, that substitution arrangements made by and between any contracted Defense Panel member and a staff attorney employed by Benton County shall not involve monetary compensation paid either way, and shall only be on a *quid pro quo* or "mutual coverage" basis.

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

(i) Any compensation or consideration (if any) to be paid or given by Attorney to such other attorney for such substitution(s) shall be a matter of direct negotiation and agreement between Attorney and such other attorney, and such

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other attorney shall not be entitled to receive any compensation from the County for such substitution(s).

(ii) Unless called to active military duty, Attorney shall be responsible to ensure that such other attorney fully complies with all terms and conditions of this Agreement during such temporary absence period (including, without limitation, the requirement to maintain the insurance coverage specified in paragraph 15 above), and Attorney shall be liable for any damages or losses sustained as a result of such other attorney's non-compliance with the terms and conditions of this Agreement.

c. In the event Attorney is called up for active military duty or for direct civilian support of active military operations, Attorney shall provide the County and the PDM with written notice of such event within five (5) business days of Attorney being called up so that the PDM and Attorney can coordinate and arrange for an appropriate substitute attorney to handle Attorney's duties under this Agreement while Attorney is on military leave and any reasonable back-to-civilian-life transition time requested by Attorney upon return. Attorney shall receive no compensation under this Agreement while on leave or during any such transition time.

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

(i) The proposed sub-contractor meets all the criteria set out in Section 3 of this Agreement; and
(ii) County agrees to the selection of the sub-contractor in its sole and exclusive discretion; and
(iii) Sub-contractor signs an acknowledgement and agreement to abide by all the terms and conditions of this Agreement (in such form as may be required by County); and
(iv) Attorney agrees to continue to be professionally responsible for any sub-contracted work.

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

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

21. **OTHER APPOINTMENTS.**

Attorney shall not enter into any contract/arrangement to perform criminal prosecution services in any court or jurisdiction. Subject to, and without limiting/waiving, Attorney's duties and obligations under this Agreement, Attorney may enter into a part-time contract/arrangement to receive public defense appointments in another court or jurisdiction, provided that, and on the

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indispensable condition that, Attorney's duties and obligations under said part-time contract/arrangement will not conflict with or interfere with Attorney's ability to timely and effectively perform Attorney's duties and obligations under this Agreement. Consistent with Attorney's status as an independent contractor, Attorney shall have sole and personal professional responsibility for ensuring that Attorney's obligations on other contracts or arrangements to receive public defense appointments, when combined with this Agreement, are fully in compliance with Washington State Standards for Indigent Defense including, but not limited to, the caseload standards contained therein.

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

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

24. **CAPTIONS; TIME COMPUTATION.**

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

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

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

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

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

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

29. **DISPUTE RESOLUTION.**

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

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

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

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party as a part of the arbitration decision and award. In the event of suit or action to enforce an arbitration award, venue shall lie exclusively in Benton County Superior Court, and the most prevailing party in such suit or action shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party.

30. **NOTICES.**

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

Public Defense Manager
Benton County Office of Public Defense
7122 West Okanogan Place, Ste #A220
Kennewick, WA 99336

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

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

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

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

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(and/or their designees), to allow for the effective monitoring and evaluation of Attorney's performance under this Agreement.

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

## SIGNATURES APPEAR ON FOLLOWING PAGE

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

**BENTON COUNTY**

Date_____

Chairman of the Board

Chairman Pro Tem

Commissioner

Constituting the Board of County Commissioners for Benton County, Washington

Attest:

Clerk of the Board

**Approved as to Form and Content**

DocuSigned by:
Charlie Dow
D3E112CD2A594A6...

Charles Dow
Public Defense Manager

**ATTORNEY**

Date 1/5/2024

DocuSigned by:
Nicole Preszler
380C555EB5A941A...

**Nicole Preszler,** WSBA **#36053**
*Not valid unless Performance Standards Monitoring Acknowledgment on following page is also signed.*

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

, WSBA

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

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# EXHIBIT A

## PERFORMANCE STANDARDS MONITORING

Attorney acknowledges that County will be engaging in Performance Standards Monitoring as more fully described in Section 33 of this Agreement and that said Monitoring will comprise of the following:

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

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

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

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

Attorney acknowledgment:

DocuSigned by:
Nicole Pressler
380C555EB5A941A...

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

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | 1/23/24 |
| **Subject:** | Awarding professional services agreement for District Court criminal cases to Matthew Rutt, contract #BCDC24MR001 |
| **Presenter:** | n/a |
| **Prepared By:** | Denise Gerry |
| **Reviewed By:** | Charlie Dow |

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

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

## Summary / Background Information

The caseload in Benton County District Court is significantly higher than expected and as well as the lack of qualified attorneys. It is necessary to contract with additional attorneys to ensure caseload standards are not breached.

Attorney Matthew Rutt is qualified to provide public defense services and interested in contracting with Benton County to do so. The proposed professional services agreement and resolution effectuate a contract with him for the provision of such services on the terms contained therein, for the period from January 2, 2024 through December 31, 2024 at the rate of $350.77 per case.

## Fiscal Impact

General Fund - $350.77 per case for 292 cases, and other allowable case premiums, reimbursements, and other fees as provided in the professional services agreement.

## Recommendation

Approve resolution as proposed, execute proposed professional services agreement with Matthew Rutt.

## Suggested Motion

Approve with consent agenda.

# RESOLUTION

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

**IN THE MATTER OF AWARDING AND EXECUTING A PROFESSIONAL SERVICES AGREEMENT WITH MATTHEW RUTT, CONTACT #BCDC24MR001, TO PROVIDE PUBLIC DEFENSE SERVICES IN BENTON COUNTY DISTRICT COURT TO DEFENDANTS CHARGED WITH CRIMINAL OFFENSES**

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

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

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

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

**BE IT RESOLVED** that the Board of Benton County Commissioners, Benton County, Washington hereby approves the professional services agreement with attorney Matthew Rutt, designated BCDC24MR001, for services to be provided in Benton County District Court to defendants charged with criminal offenses, commencing January 2, 2024 and expiring December 31, 2024, with a per case compensation in the amount of $350.77 per case for up to 292 cases, plus other allowable case premiums, reimbursements, and fees as provided in the professional services agreement.

Dated this _____ day of _____ 20 _____

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Commissioner

Constituting the Board of Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

cc: Originals – OPD, M Rutt
Copy – Auditor, S Godinez

C Dow

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# PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON COUNTY DISTRICT COURT

## CONTRACT # BCDC24MR001

| CONTRACT SUMMARY | | | |
|---|---|---|---|
| **Contract Type** | **Partial Caseload** | | |
| **Contract Number** | **BCDC24MR001** | **Contract Holder** | **Matthew Rutt** |
| **WSBA #** | **16949** | **Effective Dates** | **January 2, 2024 – December 31, 2024** |
| **Caseload Cap** | **292** | **Compensation** | **$8,535.40 per month** |
| **Assigned Court** | **District Court** | **Compensation Structure** | **☐ By the case**<br>**☐ Monthly**<br>**☐ Hourly**<br>**☒ By the case but paid monthly** |
| **Compensation Payable To:** | **Matthew Rutt** | | |

**THIS AGREEMENT** is entered into by and between **Matthew Rutt,** attorney at law, Washington State Bar Association **# 16949** ("Attorney"), and **BENTON COUNTY,** a State of Washington political subdivision ("County"), for and on behalf of the Benton County District Court.

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

A. The County has the legal responsibility to provide legal defense services to indigent persons charged with misdemeanor (and gross misdemeanor) criminal offenses alleged to have been committed within the County's jurisdictional boundaries ("County Defendants").

B. County has also entered into interlocal agreements with the municipalities within its jurisdictional boundaries ("Cities") to provide public defense services to those municipalities in fulfillment of their legal duties to criminal defendants being prosecuted for misdemeanor (and gross misdemeanor) criminal offenses within their jurisdictional boundaries ("City Defendants").

C. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with criminal offenses, and desires to contract with the County to provide legal services to County Defendants and/or City Defendants.

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **January 2, 2024** and shall continue thereafter through and including **December 31, 2024**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement. Upon expiration of this Agreement, depending on County's staffing needs, County may elect to utilize any legally appropriate means (including, but not limited, a Request for Qualifications) to select contract awardees. Thereupon, depending on factors including, but not limited to, County's staffing needs, number of qualified applicants, and Attorney's performance during the term of this Agreement, County may choose to re-award a contract to Attorney, to other attorneys, or to no-one, at its sole and exclusive discretion.

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

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at **719 Jadwin Ave, Ste 12, Richland, WA 99352.** Attorney's current local office telephone is **509-222-4682**; and Attorney's current office/work e-mail address is **mlruttattoney@netscape.net.**

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

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

3. **ATTORNEY'S QUALIFICATIONS.** Attorney acknowledges and agrees that the County has an obligation to provide competent and effective legal counsel to indigent persons subject to proceedings in the Benton County District Court. Attorney shall perform all services hereunder in strict accordance with the usual skills and professional ethical standards exercised by attorneys engaged in the defense of persons accused of misdemeanor crimes in the state of Washington and generally exercised by members of the Washington State Bar Association (WSBA). Without limitation in that regard, Attorney acknowledges and agrees that Attorney has a fundamental duty and responsibility to effectively promote and protect the best interests and rights of all persons whom Attorney is appointed to represent under this Agreement. Attorney acknowledges and agrees that he or she independently, solely, and exclusively bears professional responsibility for decisions, actions, and omissions, made in the course of providing professional legal services pursuant to this Agreement. None of the actions or omissions of County or its agents (specifically including County's Public Defense Manager) shall be interpreted as supervising, directing, or otherwise controlling Attorney's exercise of professional discretion.

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a. As of the date of this Agreement, Attorney represents and warrants that Attorney is unconditionally licensed to practice law within the state of Washington; has had at least one (1) year of direct trial experience in criminal defense or criminal prosecution matters (or will be part of an intensive and closely supervised mentorship program sponsored by the County's Office of Public Defense); otherwise meets applicable requirements of the Washington Standards for Indigent Defense ("SID") applicable to misdemeanor and gross misdemeanor cases; has not been subject to a termination proceeding involving a previous personal service agreement for indigent defense services; has not been censured, admonished, or otherwise formally disciplined for past conduct or behavior that would negatively reflect on Attorney's duty and ability to effectively and competently render legal services hereunder; has not been suspended or disbarred from the practice of law in any state or jurisdiction at any time in the past; and does not have any bar association complaints filed and pending against him/her.

(i) This Agreement may be subject to review and, if applicable and/or necessary, further action pursuant to paragraph 17 below in the event that Attorney's license to practice law in Washington is revoked or otherwise limited or restricted; in the event that a court of competent jurisdiction formally determines and expressly finds that Attorney has rendered ineffective assistance of counsel to any person; in the event that Attorney is censured, admonished, or otherwise formally disciplined for conduct or behavior that negatively reflects on Attorney's duty and ability to effectively and competently render legal services hereunder; or in the event that Attorney is suspended or disbarred from the practice of law in any other state or jurisdiction.

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

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

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

d. During each calendar year of the term of this Agreement Attorney shall obtain at least seven (7) hours of WSBA-accredited Continuing Legal Education (CLE) credits in courses directly relating to Attorney's public defense practice under this Agreement. Attorney shall provide the Public Defense Manager with written proof and confirmation that such CLE credits have been obtained no later than by December 31st of each calendar year. Additionally, during each calendar year during the term of this Agreement, in addition to participating in any specialized training-related activity specified

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in RCW 10.101.060(1)(a)(iii) or otherwise specifically required by other applicable law or court rule, Attorney shall attend at least one (1) public defense services-related training seminar sponsored and/or approved by the Washington State Office of Public Defense ("WSOPD"), and any CLE credit earned by Attorney by attending such training seminar(s) may be applied towards the above-mentioned minimum seven (7) hours. The County may provide Attorney's name and address to the WSOPD for purposes of the WSOPD notifying Attorney of any such upcoming training seminars. Attorney shall provide the PDM with written proof and confirmation that such required training seminar has been attended by Attorney no later than by December 31st of each calendar year.

Specific training regarding legal financial obligation ("LFO") issues. At least once every 24 months (or more frequently as required in writing by the County due to changes in applicable law) Attorney shall attend training approved and presented/sponsored by County on the subject matter of LFO issues in public defense cases. Attendance may be live or by video replay and Attorney shall provide proof of attendance to County by any means reasonably required by County. If Attorney is a new contract public defender, then County will provide Attorney with basic LFO training material in the first week following the date when Attorney starts with County's public defender training program or first becomes eligible for case appointments, whichever is earlier, and Attorney shall provide proof of viewing of LFO training material to County as a specific condition of this contract within the week by any means reasonably required by County.

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

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

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

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

g. Attorney recognizes and acknowledges that Attorney is required by Washington Supreme Court Order to meet certain Supreme Court-adopted Standards for Indigent Defense ("Defense Standards") to provide quality representation to indigent criminal defendants, and to periodically file certain certifications attesting to Attorney's compliance with such Defense Standards. Attorney understands and acknowledges that Attorney's compliance with such Defense Standards and periodic certification filing requirements is a direct professional and ethical obligation between Attorney and any Court in which Attorney appears while performing services under this Agreement. Attorney further acknowledges and understands that, though Attorney's compliance with such Defense Standards and such periodic certification filing requirements is not an express term of this Agreement and therefore not subject to the County's monitoring or control, Attorney's noncompliance with such Defense Standards and/or such filing requirements would directly impair Attorney's ability to perform and fulfill Attorney's basic obligations under this Agreement. Accordingly, if the County is notified by any Court in which Attorney appears to perform services under this Agreement that Attorney has failed to comply with such Defense Standards or such periodic certification filing requirements, Attorney shall then be considered to be in substantive breach of this Agreement and this Agreement shall then become subject to potential termination under the provisions of paragraph 17.b. below.

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

4. **OTHER INDIGENT DEFENSE AGREEMENTS.** The County has entered into separate and independent professional services agreements with other licensed attorneys, and also employs in-house staff attorneys to primarily provide criminal defense services to persons accused of misdemeanor crimes in Benton County District Court. Attorney agrees to fully cooperate and coordinate with said other attorneys, the Benton County District Court, the District Court Administrator and the PDM to establish a process to effectuate the efficient and equitable distribution of case appointments between Attorney and said other attorneys (collectively the "Benton County District Court Criminal Defense Panel"). The District Court Administrator and/or the PDM shall have the inherent discretion and authority to monitor and control (and reasonably modify/change) such process. Attorney shall accept all case assignments made by the District Court or PDM even if the case does not originate from the docket to which attorney is assigned.

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

- Any misdemeanor matter filed or otherwise pending under the applicable Washington criminal statutes and/or under any other applicable Washington law including the municipal codes of the cities located within Benton County, in the Benton County District Court.

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

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

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

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

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

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

- Any post conviction matters where court appointed counsel is mandated by law including, but not limited to: furlough orders, motions to withdraw pleas, and sentence reviews. These post conviction matters do not include appeals to Superior Court pursuant to RALJ, since these are separately addressed herein.

- Any appeals to Superior Court pursuant to the Rules of Appeal for Courts of Limited Jurisdiction ("RALJ")

  *a)* **Assignment to specific docket:** County intends to assign Attorney to a specific criminal docket, representing cases primarily filed by either County (further divided into law enforcement agency that made the arrest: Washington State Patrol or Benton County Sheriff's Office), or by one of the Cities ("Assigned Docket"). As such, the vast majority of Attorney's responsibilities will be to cases filed on Attorney's Assigned Docket. However, from time to time, whether because of conflict of interest of other public defense attorneys or because of caseload overflow reasons, Attorney may be assigned cases from dockets other than Assigned Docket and Attorney's acceptance of such cases (with allowance for Attorney's bona fide conflicts of interest) are a specific condition of this Agreement even though such cases may require Attorney to attend multiple dockets or even attend court multiple days a week for short periods of time.

  *b)* **Changes to court schedule:** The parties acknowledge that i) the criminal Docket days are set by Benton County District Court and not by County and therefore they may be subject to temporary or permanent modification at the discretion of Benton County District Court; ii) emergency court operations (including emergency court operations necessitated by the COVID-19 pandemic) may necessitate to modification of Docket scheduling including the splitting of dockets into multiple days a week or

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otherwise modifying weekly docket responsibilities; (the preceding 5b.i) – ii) shall collectively be referred to as "Docket Scheduling Irregularities").

As to the Docket Scheduling Irregularities described in the preceding paragraph, the parties agree that:

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

- Docket Scheduling Irregularities do not, in themselves, entitle Attorney to additional compensation;

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

*c)* ***In-Custody Team*** **assignment**: Upon written direction from the PDM, Attorney shall be assigned to the *In-Custody Team* provided that the PDM, to the extent possible and practicable, should not make such an assignment against an attorney's expressed desires, and shall only do so if necessary to maintain adequate representation or continuation of representation. This written notification shall be made on or before the commencement of this Agreement term if the Agreement is intended to be for *In-Custody Team* assignment, and may be made at any time after commencement of the Agreement if the assignment to the *In-Custody Team* occurs after commencement. Attorneys assigned to the *In-Custody Team* shall not receive any newly filed misdemeanor matters, material witness matters, matters returned to Benton County District Court from any higher court, any matters transferred from the Juvenile Court through declination or other court proceedings, any conflict cases or any civil contempt cases, any post conviction cases, and will not be expected to handle RALJ appeals (unless they request to be assigned such cases). Instead, *In-Custody Team* attorneys shall be responsible, as a team, for providing representation for the following:

- In-custody initial appearances in Benton County District Court. Such representation shall be provisional only and shall not continue beyond the initial appearance hearing. The purpose of such in-custody representation shall be to resolve compliance or failure to pay fine cases as possible, to make release decision arguments on new criminal charges, and, when possible (usually when plea agreements may be reached with prosecutors) to resolve new criminal charges.

- Providing representation to defendants during all regularly scheduled District Court probation, compliance, or sentence violation dockets and failure to pay fine dockets (if held) except the compliance dockets associated with District Court felonies, and with compliance/fail to pay fine cases docketed in Benton County District Court in Prosser.

*d) Arraignment Counsel* assignment: On a rotating basis with the schedule established and maintained by the PDM, Attorney shall provide provisional representation to defendants on arraignment dockets. At assigned arraignment dockets, Attorney shall be

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responsible for remaining available during the entire docket for provisional consultation by any defendant who wishes to have the benefit of legal advice before or during otherwise *pro se* negotiations with prosecuting authorities for the resolution of their case(s) at time of arraignment. During arraignment docket assignments, Attorney shall not be responsible for providing any advice to defendants who are not seeking to resolve their case(s) at time of arraignment, even in the case of defendants whose cases are assigned to them by the Court. If Attorney is not available for an assigned arraignment docket, then Attorney is personally responsible for arranging for coverage by any other attorney who has a current contract with County. In any case where another contract attorney provides coverage, then that attorney, instead of assigned attorney, shall be entitled to the compensation for the assignment.

e) *On-call cell phone* assignment. On a rotating basis with the schedule established and maintained by the PDM, Attorney shall provide 24-hour "on-call" limited and provisional representation to defendants who are in custody. This assignment will be made for a week (7 consecutive days) at a time during which time Attorney shall carry and answer a cell phone provided to Attorney for such purpose by the PDM (or appropriately forward calls from the provided cell phone to another phone as long as they are answered by Attorney). The PDM shall reasonably ensure that the phone calls being made to the on-call Attorney are only being made by arrestees who wish to speak with an attorney prior to being questioned, providing a breath test sample, or for some other appropriate pre-arraignment purpose. Attorney is specifically permitted to accept people with whom they speak during this assignment as paying private clients and is permitted, to the extent otherwise lawful and not in violation of the Rules of Professional Conduct, to discuss the prospect or terms of such private retainer during the telephone conversation. *From time to time, at the request of an attorney holding a District Court public defense agreement, County may assign the on-call cell phone to such an attorney exclusively for an agreed-upon time (or indefinitely). Such temporary exclusive assignment to an attorney does not negate the provisions of this section 5e) when and if the time comes when the exclusive assignment arrangements terminates and it becomes necessary to assign the on-call cell phone to other attorneys, including Attorney, once again.*

6. **CONTINUED REPRESENTATION.**

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

Attorney's responsibility to provide continuing legal representation to clients upon expiration or termination of this Agreement shall be as stated in Section 17 Termination.

7. **NUMBER OF APPOINTMENTS.**

During each calendar year of the term of this Agreement, Attorney may be appointed any number of case appointments up to **292** total cases equivalents as calculated pursuant to Article 8 herein per calendar year (proratable for any partial calendar year). The maximum number of appointments stated above shall be calculated exclusive of appointments to RALJ appeals and exclusive of cases handled by Attorney while assigned to the compliance unit. Provided, however, that if Attorney is assigned, during any full calendar year to the compliance unit for less than that full calendar year, then for purposes of calculating case equivalent totals for the year, Attorney shall be credited with the greater of thirty-two (32) cases equivalents for each month when Attorney is assigned to the compliance unit.

8. **CASE EQUIVALENTS.**

a. For purposes of calculating Attorney's above-referenced "case equivalents" under this Agreement only and expressly not for purposes of any "weighting system" as allowed by SID, the following provisions shall apply:

- A misdemeanor appointment shall be counted as one (1) case equivalent.
- A probation violation appointment shall be counted as one-third (1/3) case equivalent unless the probation violation appointment requires appearance on the Prosser docket of Benton County District Court or Attorney is assigned to the *compliance unit*. Probation violation appointments requiring appearance on the Prosser docket of Benton County District Court shall be counted as one-half (1/2) case equivalent. During any period of time Attorney is assigned to the *compliance unit*, probation violation appointments shall not count as a case equivalent of any sort.
- An appointment on a mental or substance-abuse commitment, generally to be appointed only when necessary for conflict reasons, shall count as one (1) case equivalent.
- An appointment on a post-conviction review matter including furloughs shall be counted as one-third (1/3) case equivalent unless the matter requires substantial briefing in which case the matter may qualify for additional credit up to a full case equivalent.
- An appointment to represent a person in a material witness matter in a case pending in Benton County District Court shall count as one half (1/2) of a case equivalent.
- An appointment to a case or matter returned to Benton County District Court from a higher court shall be counted as determined by the PDM following consultation.

- If Attorney is appointed to a case and withdraws prior to the second pre-trial hearing for any reason, including the substitution of retained counsel or a conflict of interest, that appointment shall not count as any case equivalent; provided that the PDM shall retain discretion to award a case equivalent value (or fractional portion thereof) if deemed appropriate following consultation. If Attorney is appointed to a case and withdraws after the second pre-trial hearing but before trial readiness, for any reason including substitution of retained counsel or a conflict of interest, then Attorney shall be entitled to one-half (1/2) of a case equivalent.

- Case equivalent value assigned is based on cases, not charges, and is determined by the classification of the most serious offense charged.

- Any civil contempt of court proceeding shall count as one-half (1/2) of a case equivalent.

- Provisional client contact during *arraignment counsel* assignment, and provisional client contact during *on-call-phone* assignment, shall not count as a case equivalent of any sort.

- RALJ appeals shall count as four (4) case equivalents. If, after a client prevails in Superior Court, the prosecution chooses to appeal to the Court of Appeals and Attorney is required to file an Answer to the appeal, then Attorney shall be entitled to a further one (1) case equivalent.

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

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

d. In any case where Attorney is appointed contemporaneously on multiple compliance and/or failure to pay fine cases, or any combination thereof, involving the

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same defendant, all of which are resolved on the same docket during the same court appearance(s), such combination of multiple cases shall be considered one case for purposes of case credits, and shall, collectively, be considered either a one-third (1/3) case equivalent or one-half (1/2) case equivalent as specified in 8(a) above.

e. Throughout the term of this Agreement, Attorney shall maintain case appointment records sufficient to provide the following information about each case assigned to Attorney through this Agreement: case name, client name, case number, date of assignment, and charges and date of resolution. On a monthly basis, prior to the 15th day of the month, Attorney shall provide such records to the PDM in a format acceptable by the PDM, including an electronic format if required, for all cases assigned during the preceding month. Within a reasonable time not to exceed 30 days after receipt of Attorney's caseload submission, the PDM or designee shall provide Attorney with a reconciliation report either agreeing to Attorney's reported numbers if they correspond with caseload numbers generated by PDM records, or asking Attorney for additional documentation to substantiate eligibility for individual case credits if Attorney's reported numbers conflict with caseload numbers generated by PDM records. In any case where Attorney is required to provide additional documentation to substantial eligibility for individual case credits (and Attorney will only be requested to do so if JIS records do not support Attorney's claim for credit) Attorney shall provide such substantiation in the form of a copy of the court issued "notice of appointment" or equivalent form, within 30 calendar days from the request. If Attorney does not so provide, then Attorney shall not be eligible to count such disputed cases in Attorney's caseload total and hereby waives all contractual and common law rights (including the doctrine of *unjust enrichment*) as pertaining to the disputed cases. Furthermore, if Attorney neglects to claim credit for any case or cases in any given caseload report and does not send a revised caseload report claiming such credit within 60 days of the original submission thereof, then Attorney similarly shall not be entitled to credit for such case or cases, and hereby waives all contractual and common law rights (including the doctrine of *unjust enrichment*) as pertaining to such omitted case or cases.

Specific reporting of LFO cases In addition to the other reporting required by this section, if Attorney is appointed by the Benton County District Court to represent clients on LFO matters, then Attorney shall report: 1) the number of LFO failure to pay cases appointed; and 2) the number of LFO failure to appear cases appointed. It is recognized that some cases may involve allegations of both failure to pay and failure to appear and that they therefore should be reported under both categories of cases.

9. **CLIENT ELIGIBILITY.** The Benton County District Court (or its designee), consistent with applicable laws, rules and standards, shall determine the eligibility of any particular person for representation by Attorney under this Agreement. Attorney is under no obligation to determine a person's eligibility or continuing eligibility to receive publicly provided representation. If Attorney is appointed to represent a person and subsequently discovers that the client's circumstances have changed such that the client is no longer entitled to court appointed counsel, or that the client may have obtained appointed counsel initially by fraud, misrepresentation or omission, assuming that clear standards for financial eligibility have been communicated to the client by the court, then pursuant to RPC 4.1(b) Attorney should, unless prohibited by another Rule of Professional Conduct, advise the court of the circumstances. If the Benton County District Court (or its designee) nevertheless determines that such person is not eligible for publicly provided representation, the appointment of Attorney to represent such person shall be rescinded and such person shall be required to retain their own legal counsel. Attorney shall not thereafter

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represent such person in such matter on a retained-fee basis unless such person applies for and receives the Benton County District Court's permission allowing such representation. Nothing contained herein shall prevent Attorney from representing a person on a retained-fee basis in an action in which Attorney has not been appointed by the Benton County District Court to represent such person, or from representing a person on a retained-fee basis whom Attorney has been appointed by the Benton County District Court to represent provided that the matter(s) involving the retained representation are wholly independent and unrelated to the matter for which Attorney was appointed.

10. **CONFLICTS.** Notwithstanding any other terms or provisions contained in this Agreement to the contrary, Attorney shall not be required to accept, and Attorney shall decline to accept, an appointment under this Agreement if the particular appointment would create a true and bona fide conflict of interest for Attorney or would otherwise cause or constitute an actual violation of any generally recognized ethical or professional standards common and applicable to attorneys in the state of Washington. Furthermore, in the event a true and bona fide conflict of interest arises subsequent to Attorney receiving an appointment under this Agreement (or in the event Attorney's continued involvement in a pending case would cause or constitute an actual violation of any such ethical or professional standards), Attorney shall immediately arrange for substitute counsel by: a) contacting the Benton County Office of Public Defense and requesting substitute counsel unless a court appearance on the matter is imminent; or b) appearing in court and requesting that Benton County District Court assign substitute counsel if the time between discovery of the conflict of interest and the next court appearance is very short. Attorney shall not wait for more than two business days to request substitute counsel under 10a) or 10b) since doing so will have the risk of impairing the rights and quality of representation afforded to the affected client. Under no circumstance shall Attorney ever be required to bear the cost of seeking or compensating conflict counsel.

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

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

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

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

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

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

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

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

(iv) Any crime of dishonesty or deception.

12. **COMPENSATION.**

a. Attorney shall be compensated **$350.77 per case** as a flat fee.

For the mutual convenience of the parties, the flat fee shall be payable as a monthly flat fee of **$8,535.40.** Compensation shall be payable in this amount even in years when Attorney's annual caseload falls short of the anticipated caseload maximum as stated in this Agreement.

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All compensation shall be payable to **Matthew Rutt** since Attorney is a principal with that firm.

b. **Payment of compensation shall be contingent on Attorney complying with case reporting provisions stated herein, including in Articles 8(e) and 3(f). Failure by attorney to comply with case reporting provisions shall be cause to delay payment of compensation until such failure is remedied.**

c. In addition to the stated monthly compensation, Attorney shall receive **$350 per day for each full day of trial** and **$175 for each partial day of trial**, not to include pre-trial motions, separate sentencing proceedings or time waiting for disposition. A full day of trial is defined as actual in-session trial proceedings going beyond four (4) total hours for that trial day. Attorney shall also receive the sum of **$150 for each arraignment docket** to which Attorney is assigned pursuant to Section 5(b) herein.

d. The above-stated payments to Attorney will immediately cease upon the termination of this Agreement on, or for any reason prior to, the termination date specified in paragraph 1 above. For example, if this Agreement is terminated effective October 31, 2021, the above referenced monthly payments to Attorney would also terminate as of such date, and Attorney would not be entitled to receive any further monthly payments from the County; provided that, Attorney would be entitled to receive any then-accrued and unpaid amounts for services rendered hereunder prior to such termination date. By way of further example, if this Agreement is terminated effective November 15, 2021, the above-stated monthly payments to Attorney would also terminate as of such date, and Attorney would not be entitled to receive any further monthly payments from the County; provided that, Attorney would be entitled to receive on a prorata basis any then-accrued and unpaid amounts for services rendered hereunder prior to such termination date (i.e., 50% of the above-stated monthly payment amount). Attorney acknowledges and agrees that the above-stated compensation to Attorney shall constitute Attorney's full and exclusive compensation hereunder for all cases handled by Attorney under this Agreement up to the above-stated annual maximum total case equivalents.

e. Compensation for trial per diems and arraignment docket assignment (12.e) and RALJ appeals (12.f) shall be claimed by Attorney within 60 days of the event giving rise to entitlement to compensation (the completed appeal in the case of RALJ appeals) in writing utilizing such form as may be reasonably required by the PDM. Legal entitlement to compensation shall not accrue until such a claim is properly filed. Failure to file such a claim for compensation within 60 days shall constitute a waiver by the Attorney of the right to compensation and shall further waive Attorney's rights under any common law scheme such as unjust enrichment as to the compensation that was not timely claimed.

13. **COSTS AND EXPENSES.**

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

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

(i) Attorney shall be entitled to receive reimbursement for the actual cost of such out-of-pocket expenditures provided that, however, Attorney shall not incur any such expense nor shall Attorney be entitled to be reimbursed for any such expense unless such expense has been pre-approved pursuant to ex-parte motion and court order (or other court-designated or delegated process) that expressly determines and finds that such expense is necessary and reasonable in accordance with applicable court rules, procedures, and standards. Such court order (or other court-designated or delegated process) shall state and provide a specific dollar amount for the requested and authorized expenditure; provided that, in the event it is not reasonably possible to state and provide a specific dollar amount for a particular requested expenditure, such order may nevertheless provide authorization for the expenditure but shall establish and set forth a maximum dollar expenditure amount. In regard to any reimbursement to Attorney for any court-approved expenditures and costs pertaining to case-related travel, meals, and lodging, any reimbursement to Attorney for such expenditures and costs shall not exceed the locally adjusted amounts that are established and published by the Federal General Services Administration.

(ii) In addition to any other prerequisites imposed by court rules, procedures, or standards, as a precondition to Attorney being reimbursed for an expenditure under this paragraph, Attorney shall be required to submit a vendor warrant payment voucher to the County that identifies the specific expenditure(s) for which reimbursement is sought (exercising appropriate discretion to protect client confidentiality given that such vouchers are matters of public record unless sealed by the court at Attorney's request) and that has attached thereto a copy of the court order(s) that specifically pre-approved and authorized such expenditure(s) (unless sealed by the court at Attorney's request) together with attached copies of all written payment receipts relating to such incurred expenditure(s) (unless sealed by the court at Attorney's request). Attorney's administrative time expended to prepare, submit, and process vouchers shall not be billable to the County. All payment vouchers and requests for reimbursement under this paragraph shall be subject to the court's review and final approval for payment. Attorney shall submit such payment vouchers to the District Court Administrator within sixty (60) days of Attorney incurring the expense(s) for which reimbursement is sought, and the County shall have the right to deny payment of any voucher that is not timely submitted within said requisite sixty (60) day period.

14. **INDEMNIFICATIONS AND HOLD HARMLESS.** Attorney agrees to and shall fully indemnify the County and its elected/appointed representatives, officers, employees, and agents; and to hold the County and its elected/appointed representatives, officers, employees, and agents fully harmless; from and for any and all losses, damages, costs, charges, claims, demands, suits, or actions of whatsoever nature directly or indirectly arising out of or by reason of Attorney's (or any person, employee, agent, contractor, or entity acting for or on behalf of Attorney or at Attorney's request or direction) acts, defaults, errors and/or omissions of whatsoever nature in the performance of legal services to any person under this Agreement. In

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the event any suit or legal proceeding is brought against the County or any of its elected/appointed representatives, officers, employees or agents at any time on account of or by reason of any such acts, defaults, errors and/or omissions, Attorney hereby covenants and agrees to assume the defense thereof (through counsel acceptable to the County) and to defend the same at Attorney's sole cost and expense and to pay any and all costs, charges, attorneys' fees, and other expenses as well as any and all judgments or awards that may be incurred by or entered against the County or any of its elected/appointed representatives, officers, employees or agents in such suits or other legal proceedings. Without limiting the intended broad scope and application of the indemnification and hold harmless provisions of this paragraph, for purposes of this paragraph, Attorney waives, with respect to the County only, any immunity that would otherwise be available to Attorney under the Industrial Insurance Act provisions of Title 51 RCW or any other similar workers/employee disability or benefit law. The indemnification and hold harmless provisions of this paragraph shall survive the termination or expiration of this Agreement.

15. **INSURANCE.**

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

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

(ii) Attorney shall continuously maintain the professional liability insurance coverage required by this paragraph 15.a. throughout the entire term of this Agreement, throughout any other longer time period during which Attorney is obligated to continue performing services and duties hereunder, and for a period of no less than thirty-six (36) consecutive months after Attorney has fully completed all services and duties required hereunder.

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

(i) The policy of Commercial General Liability insurance shall be written on an occurrence basis; shall name the County, the Benton County

Superior Court, and their elected/appointed representatives, officers, employees and agents as additional insureds; shall be primary coverage for both defense and indemnity and non-contributory with any insurance coverage maintained by the County; and shall provide for waiver of subrogation rights as to the County.

(ii) The insurance policies required by this paragraph 15.b shall require that the insurance company provide the County with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

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

c. Contemporaneously with Attorney's execution of this Agreement, Attorney shall provide the County with copies or certificates of the insurance policies and coverage (including any endorsements) required under this paragraph 15, and Attorney shall annually provide the County with the same type of documented proof and confirmation that such insurance policies and coverage continue to exist no later than thirty (30) days after the policies' annual renewal date(s).

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

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

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b. Additionally, during the term of this Agreement, in order to help ensure that indigent persons are consistently provided effective legal representation, and without limitation to any other means or methods of performance monitoring/evaluation the County may deem necessary/appropriate, Attorney acknowledges that the County and/or the PDM have the right to periodically ask, without limitation, the Benton County District Court and/or the District Court Administrator and/or other attorneys and/or persons previously represented by Attorney to provide the County with an evaluation/assessment of the quality and effectiveness of Attorney's performance of legal services and related duties and obligations under this Agreement, provided that such inquiry shall not be made of any person represented, absent a complaint from such person, during the course of representation.

17. **TERMINATION.**

**Cause for Termination and Notice**

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

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

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

c. In addition to the foregoing provisions regarding termination, either party may elect to terminate this Agreement with or without cause or reason by providing the

other party with ninety (90) days advance written notice of such election ("Early Termination"). Without limiting/waiving other provisions of this Agreement relating to Attorney's obligation and duty to accept and complete cases appointed to Attorney, Attorney's continuing obligation to accept case appointments shall be governed by the provisions of Section 17.f herein.. A ninety (90) day notice of termination given by either party under this paragraph 17.c. shall be fully and immediately effective when received by the recipient party pursuant to the provisions of below paragraph 30 (notwithstanding the inclusion of any contrary terms or language in the notice) without any need for formal or informal acceptance or any other response by the recipient party, and such notice may not thereafter be rescinded/revoked by the party giving such notice unless such rescission/revocation is expressly acknowledged and agreed to by the recipient party in writing in the recipient party's sole discretion.

d. In any event, consistent with the provisions of paragraph 12.e. above and regardless of the manner in which this Agreement is terminated, Attorney acknowledges and agrees that Attorney shall not be entitled to receive any further compensation from the County in the event this Agreement is terminated; provided that, however, Attorney shall be entitled to be paid for all services duly performed by Attorney under this Agreement up to the date of termination (including trial per diems. Additionally, as required by paragraph 6 above, the termination of this Agreement, regardless of the manner of termination, shall not relieve Attorney from the obligation and duty to continue representing all persons whom Attorney was appointed to represent prior to the termination unless Attorney is expressly barred or prohibited from doing so by court order and/or the suspension/disbarment of Attorney from the practice of law in Washington.

e. At the sole and exclusive discretion of County, Attorney may terminate this Agreement with less than 90 days notice with conditions of such Early Termination to be as set out in the next subsection below.

f. The parties agree that in the event of Early Termination of this Agreement with or without cause pursuant to Section 17.c, then:

1) If the Early Termination is initiated by County, then Attorney shall receive compensation for the entirety of the 90 day notice period, shall continue receiving case assignments during the first 30 of the 90 day notice period only, and shall not be responsible for any unresolved cases at the end of the 90 day notice period ("Residual Caseload").

2) If the Early Termination is initiated by Attorney, then the following provisions shall apply:

| Notice | Appointments | Compensation | Legal Responsibility for Cases | Cost of Reassignment | Cap on Expenses |
|---|---|---|---|---|---|
| Days of Notice Required | Number of Days After Notice Attorney shall | Number of Days After Notice Attorney shall | Number of Days After Notice Contractor is | Financial Responsibility for Reassignment | Cap on Attorney's Financial Responsibility |

| | Continue to Accept Cases | Continue to Receive Compensation | Responsible for Cases | of Residual Caseload | for Residual Caseload |
|---|---|---|---|---|---|
| Less than 30 | 0 | 0 | 0 | 100% by Attorney | 1 month of compensation |
| 30-60 days | 0 | 30 | 60 | 50% by each party | 1 month of compensation |
| 90 days | 60 | 90 | 120 | 25% by Attorney | ½ month of compensation |

3) If, after termination, Attorney is then required to repay any compensation as constituting his/her share of financial responsibility for reassignment of Residual Caseload ("Repayment Obligation"), then Attorney may make such repayment in one lump sum or, at his/her election, in the amount of $500 per month with the first payment being due on the first of the month immediately after the effective date of termination, and subsequent payments being due on the first of each subsequent month. Furthermore, County shall be entitled to offset any such Repayment Obligation by withholding any sums that are due and payable to Attorney on or after the effective date of termination.

4) Pursuant to Section 19.d of this Agreement, Attorney may arrange with another attorney ("Substitute Attorney") to assume Attorney's Residual Caseload upon departure to avoid any Repayment Obligation. If Attorney chooses to do so, then any payment arrangements for the services by Substitute Attorney shall be a matter to be arranged between Attorney and Substitute and shall not affect this Agreement or Attorney's obligation hereunder in any way except that Attorney shall not be responsible for any Repayment Obligation as to cases that are handled by Substitute Attorney and therefore not considered to be Residual Caseload cases.

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

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19. **NON-ASSIGNMENT AND TEMPORARY SUBSTITUTIONS.** Except as otherwise expressly provided in paragraphs 19.a-d below, Attorney shall not allow or arrange for any other person to perform any of the services required by this Agreement, nor shall Attorney assign, subcontract out, or otherwise delegate any of Attorney's rights, responsibilities, or obligations under this Agreement.

a. Attorney and any of the other Benton County District Court Criminal Defense Panel members or staff attorneys employed by Benton County may mutually agree to make temporary, substitute appearances for each other on routine docket matters and routine court hearings on an as-needed basis as approved by the court and by the person being represented (if that person has previously discussed the case with his/her appointed attorney). Any compensation or consideration (if any) to be paid or given by Attorney to the other Benton County District Court Criminal Defense Panel members for such substitution(s) shall be a matter of direct negotiation and agreement between Attorney and said other panel members, and said other members shall not be entitled to receive any additional compensation from the County for such substitution(s). Provided, however, that substitution arrangements made by and between any contracted Defense Panel member and a staff attorney employed by Benton County shall not involve monetary compensation paid either way, and shall only be on a *quid pro quo* or "mutual coverage" basis.

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

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

(ii) Unless called to active military duty, Attorney shall be responsible to ensure that such other attorney fully complies with all terms and conditions of this Agreement during such temporary absence period (including, without limitation, the requirement to maintain the insurance coverage specified in paragraph 15 above), and Attorney shall be liable for any damages or losses

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sustained as a result of such other attorney's non-compliance with the terms and conditions of this Agreement.

c. In the event Attorney is called up for active military duty or for direct civilian support of active military operations, Attorney shall provide the County and the PDM with written notice of such event within five (5) business days of Attorney being called up so that the PDM and Attorney can coordinate and arrange for an appropriate substitute attorney to handle Attorney's duties under this Agreement while Attorney is on military leave and any reasonable back-to-civilian-life transition time requested by Attorney upon return. Attorney shall receive no compensation under this Agreement while on leave or during any such transition time.

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

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

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

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

(iv) Attorney agrees to continue to be professionally responsible for any sub-contracted work.

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

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

21. **OTHER APPOINTMENTS.**

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

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

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

24. **CAPTIONS; TIME COMPUTATION.**

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

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

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

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

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

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

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29. **DISPUTE RESOLUTION.**

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

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

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

30. **NOTICES.**

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

Public Defense Manager
Benton County Office of Public Defense
7122 West Okanogan Place, Ste #A220
Kennewick, WA 99336

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

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

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

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

33. **PERFORMANCE STANDARDS MONITORING.** The parties agree and acknowledge that the County, pursuant to its legal duty to provide effective and competent public defense representation, and needing a reasonable, effective and relatively objective way to gauge the effectiveness of contract public defenders, will, by and through its Office of Public Defense, monitor the effectiveness and competence of contract public defenders, including

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Attorney, by Performance Standards Monitoring ("Monitoring"). Attorney understands that Attorney's performance and eligibility for future contracts will be evaluated based on data collected through Monitoring and the County Office of Public Defense may, but is not obligated to, from time to time make known to Attorney any opportunities for improvement as observed through Monitoring efforts and/or issues that need to be addressed. Attorney further agrees to reasonably cooperate with County, its Office of Public Defense, and any staff from that office that are engaged in Monitoring efforts so that data collected through such efforts are accurate and timely. The actual Performance Standards to be monitored are contained in the Performance Standards Monitoring section, attached as Exhibit "A" to this Agreement, the acknowledgement of which, by Attorney's affirmative signature, is required to fully execute this Agreement.

## SIGNATURES APPEAR ON FOLLOWING PAGE

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

**BENTON COUNTY**

Date_____

Chairman of the Board

Commissioner

Commissioner

Constituting the Board of County Commissioners for Benton County

Attest:

Clerk of the Board

**Approved as to Form and Content**

DocuSigned by:
Charlie Dow
B3E442CD2A5044A8...

Charles Dow
Public Defense Manager

**ATTORNEY**

Date 12/25/2023

DocuSigned by:
Matthew L Rutt
91B79182B02E4A8...

**Matthew Rutt,** WSBA **#16949**
*Not valid unless Performance Standards Monitoring Acknowledgment on following page is also signed.*

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

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

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# EXHIBIT A

## PERFORMANCE STANDARDS MONITORING

Attorney acknowledges that County will be engaging in Performance Standards Monitoring as more fully described in Section 33 of this Agreement and that said Monitoring will comprise of the following:

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

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

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

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

Attorney acknowledgment:

DocuSigned by:
Matthew L Rutt
91B79132B62E4A9...

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

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| Meeting Date: | January 23, 2024 Memo Date: January 4, 2024 |
| Subject: | Final Plat of Harvest Ridge - SUB 2023-005 |
| Presenter: | N/A |
| Prepared By: | Michelle Mercer |
| Reviewed By: | N/A |

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

| Type of Agenda Item: | Type of Action Needed: | |
|---|---|---|
| ☒ Consent Agenda | ☐ Discussion Only | ☒ Pass Motion |
| ☐ Public Hearing | ☒ Decision / Direction | ☒ Pass Resolution |
| ☐ Scheduled Business | ☒ Sign Letter / Documents | ☐ Pass Ordinance |
| | | ☐ Execute Contract |

## Summary/Background Information

On November 2, 2021, the Benton County Board of County Commissioners approved the preliminary plat of Harvest Ridge - SUB 2021-001, a subdivision of approximately 172.36 acres into 42 residential lots with an average lot size of 1.05 acres. The site is located east of Interstate 82 and north of Reata Road on approximately the northern half of Lot 1 of the plat of the Ridge at Reata West Phase 1, in Section 5, Township 8 North, Range 28 East, W.M. in Richland, WA on parcel number 1-0588-402-0000-052.

The preliminary plat was approved subject to seven (7) findings of fact and twenty-two (22) conditions of approval. All conditions of approval have been completed for the final plat of Harvest Ridge - SUB 2023-005 and the final plat is being submitted to the Board for their approval and signature. It has been determined that the following standards have been met:

1. The final plat is consistent with the preliminary plat;
2. The final plat includes all of the information required by BCC 9.07.080;
3. All changes and conditions imposed on the preliminary plat approved by the Board have been made and complied with; and
4. All applicable requirements of the state law and this title have been satisfied.

The final plat of Harvest Ridge – SUB 2023-005 is ready for signature by the Chairman of the Board of County Commissioners.

## Fiscal Impact

Maintenance of new County roads.

Amount: Unknown Fund: Unknown

## Recommendation

It is the recommendation of the Benton County Planning Division that the final plat Harvest Ridge - SUB 2023-005 be approved and the Board sign the attached resolution authorizing the Chairman to sign the final plat.

## Suggested Motion

The Board of County Commissioners approves the final plat of Harvest Ridge - SUB 2023-005 and that the Chairman so indicate by signing the final plat.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING RE: THE FINAL PLAT OF HARVEST RIDGE - SUB 2023-005 BY CANDY MOUNTAIN LLC - PARCEL NUMBER 1-0588-402-0000-052

WHEREAS, on November 2, 2021, the Board of County Commissioners approved the Preliminary Plat of Harvest Ridge - SUB 2021-001; and,

WHEREAS, on Tuesday, January 23, 2024, in the Commissioners Meeting Room, Benton County Courthouse, Prosser at a public meeting, the Board of County Commissioners considered the final plat of Harvest Ridge - SUB 2023-005; and,

WHEREAS, the Board of County Commissioners has reviewed the Planning Division's recommendation and has determined the following standards have been met:

1. The final plat is consistent with the preliminary plat;
2. The final plat includes all of the information required by BCC 9.07.080;
3. All changes and conditions imposed on the preliminary plat approved by the Board have been made and complied with; and
4. All applicable requirements of the state law and this title have been satisfied; and,

WHEREAS, the applicant for final plat approval has completed all the required conditions of approval for the proposed final plat of Harvest Ridge - SUB 2023-005 and has obtained all required signatures; and

WHEREAS, it appears to be in the public's best interest to approve said final plat of Harvest Ridge - SUB 2023-005, NOW THEREFORE,

BE IT RESOLVED that the final plat of Harvest Ridge - SUB 2023-005 is hereby approved by consent and that the Chairman or Chairman Pro-Tem so indicate by signing the final plat map.

Dated this 23rd day of January 2024.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Commissioner

Constituting the Board of County Commissioners of Benton County Washington.

Attest.....
Clerk of the Board

MLM

Pln/ BCC/PUB WRKS

# PLAT OF HARVEST RIDGE

## PORTION OF THE NORTHEAST 1/4 SECTION 5 TOWNSHIP 8 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN BENTON COUNTY, WASHINGTON

(SEE SHEET 2)

LOT 1
RIDGE AT REATA WEST PH.1
AF #2012-034163

### SURVEYOR'S NOTES:

1. BASIS OF BEARINGS: GRID US STATE PLANE NAD83/2011 WASHINGTON SOUTH ZONE. BASED ON RTK GNSS OBSERVATIONS.
2. ◉ = SET 1.5" ALUMINUM CAP ON 5/8" REBAR IN MONUMENT CASE STAMPED "ROGERS SURVEYING 41028"
3. ○ = SET 5/8" REBAR W/ ORANGE PLASTIC CAP STAMPED "RSI DPB 41028".
4. ⊗ = SET 5/8" REBAR W/ ORANGE PLASTIC CAP STAMPED "RSI DPB 41028" AT OFFSET TO LOT CORNER (ON LINE) AS NOTED.
5. □ = SET MAG NAIL & BRASS WASHER STAMPED "RSI DPB 41028" IN CONCRETE SIDEWALK.
6. ● = FOUND 5/8" REBAR W/ ORANGE PLASTIC CAP STAMPED "RSI DPB 41028" MONUMENT OR AS NOTED.
7. (R) = RECORD (M) = MEASURED
8. FOUND MONUMENTS VISITED 1-20-2023. SET MONUMENTS VISITED SEPTEMBER 25, 2023.
9. EQUIPMENT AND PROCEDURES USED: MULTI FREQUENCY GNSS RECEIVERS UTILIZING REAL TIME KINEMATIC METHODS.
10. THIS SURVEY CONFORMS TO ACCURACY REQUIREMENTS DESCRIBED IN WAC 332-130-085. ANALYSIS METHOD: MULTIPLE INDEPENDENT RTK GNSS TIES & LEAST SQUARES ADJUSTMENT.

### LEGAL DESCRIPTION:

(QCD AF#2020-015916)

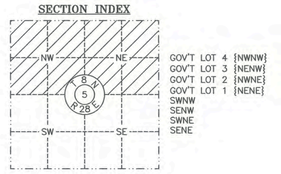
THAT PORTION OF LOT 1, PLAT OF THE RIDGE OF REATA WEST PHASE 1, ACCORDING TO THE SURVEY THEREOF RECORDED UNDER AUDITOR'S FILE NUMBER 2012-034163, RECORDS OF BENTON COUNTY, WASHINGTON, SITUATE IN SECTION 5 TOWNSHIP 8 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1 (SAID POINT BEING THE NORTHEAST CORNER OF SAID SECTION 5); THENCE SOUTH 0°27'45" WEST 2200.66 FEET ALONG THE EAST LINE OF SAID LOT 1 TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°32'10" WEST 1090.85 FEET; THENCE NORTH 0°27'46" EAST 84.01 FEET; THENCE NORTH 89°32'09" WEST 622.28 FEET; THENCE NORTH 0°27'46" EAST 350.00 FEET; THENCE NORTH 89°32'09" WEST 666.37 FEET; THENCE SOUTH 0°27'51" WEST 350.00 FEET; THENCE NORTH 89°32'09" WEST 495.77 FEET TO THE WEST LINE OF SAID LOT 1 AND THE TERMINUS OF SAID DESCRIBED LINE.

| Curve Table | | | | | |
|---|---|---|---|---|---|
| CURVE | LENGTH | RADIUS | DELTA | CH. BRNG. | CHORD |
| C1 | 47.82 | 30.00 | 91°20'10" | N45°13'50"W | 42.92 |
| C2 | 38.69 | 25.00 | 88°39'56" | S44°46'13"W | 34.94 |
| C3 | 39.86 | 25.00 | 91°21'35" | N45°13'02"W | 35.77 |
| C4 | 38.68 | 25.00 | 88°38'25" | N44°46'58"E | 34.93 |
| C5 | 39.86 | 25.00 | 91°21'35" | S45°13'02"E | 35.77 |
| C6 | 38.55 | 25.00 | 88°21'12" | N44°55'35"E | 34.84 |
| C7 | 39.86 | 25.00 | 91°21'35" | S45°13'02"E | 35.77 |
| C8 | 38.68 | 25.00 | 88°38'25" | N44°46'58"E | 34.93 |
| C9 | 39.27 | 25.00 | 90°00'00" | S45°27'45"W | 35.36 |
| C10 | 39.27 | 25.00 | 90°00'00" | S44°32'15"E | 35.36 |
| C11 | 39.40 | 25.00 | 90°17'13" | N44°23'38"W | 35.44 |
| C12 | 35.77 | 25.00 | 81°58'59" | S41°44'28"W | 32.80 |
| C13 | 62.19 | 160.00 | 22°16'07" | S71°35'54"W | 61.79 |
| C14 | 52.36 | 100.00 | 29°59'55" | N75°27'48"E | 51.76 |
| C15 | 68.06 | 130.00 | 29°59'55" | S75°27'48"W | 67.29 |

| LINE TABLE | | |
|---|---|---|
| LINE | DIRECTION | LENGTH |
| L1 | S89°32'15"E | 60.00 |
| L2 | N0°27'45"E | 110.04 |
| L3 | S29°32'09"E | 60.00 |
| L4 | S89°33'45"E | 60.00 |
| L5 | N19°24'47"W | 56.06 |
| L6 | N89°32'15"W | 29.85 |
| L7 | N0°27'45"E | 110.00 |
| L8 | S29°32'25"E | 40.10 |
| L9 | S0°27'45"W | 17.84 |
| L10 | N89°06'11"E | 25.99 |
| L11 | S4°30'55"E | 27.39 |

SECTION INDEX




### SURVEYOR'S CERTIFICATION

I DAVID P. BAALMAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, (REG. 41028) HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION, THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN TRUE AND CORRECT THEREON, AND THAT THE MONUMENTS HAVE BEEN SET AND LOT CORNERS STAKED ON THE GROUND AS SHOWN ON THE MAP.

DAVID P. BAALMAN
STATE OF WASHINGTON
41028
REGISTERED
PROFESSIONAL LAND SURVEYOR

DAVID P. BAALMAN

12-7-2023
DATE

### AUDITOR'S CERTIFICATE:

FILED FOR RECORD THIS _____ DAY OF _____, 20____, A.D., AT _____
MINUTES PAST _____ ___ M. AND RECORDED IN VOLUME _____ OF PLATS,
PAGE _____, AT THE REQUEST OF _____

BENTON COUNTY AUDITOR

FEE NUMBER

BY DEPUTY

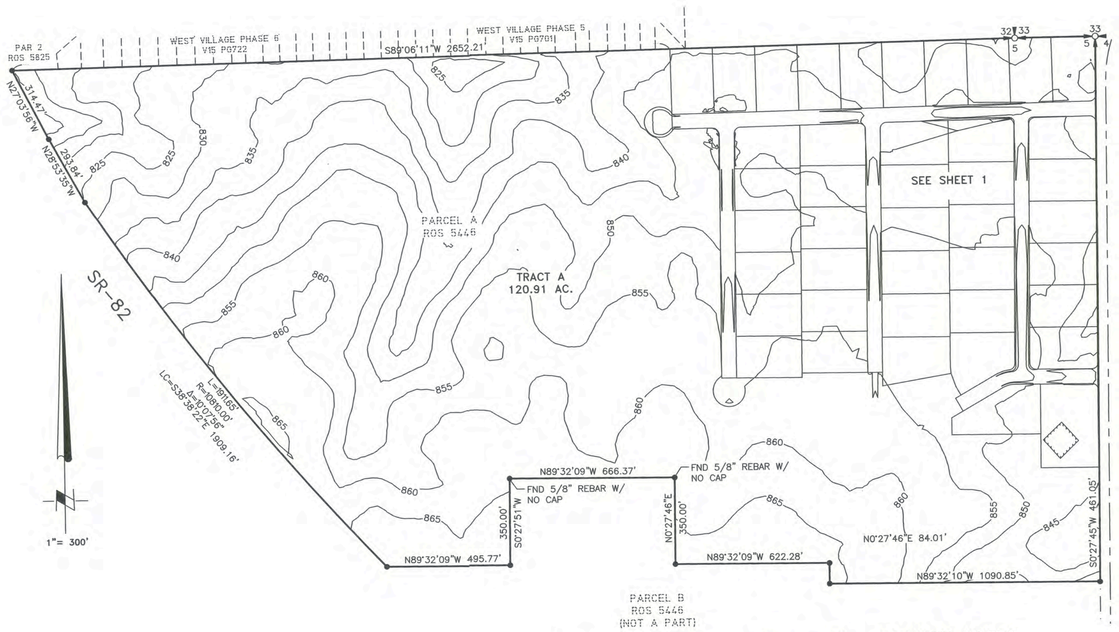
REV:

RSI ROGERS SURVEYING INC., P.S.
1455 COLUMBIA PARK TRAIL
RICHLAND, WA. 99352
PHONE (509) 783-4141
FAX: (509) 783-8994
www.rogerssurveying.com

| | | | |
|---|---|---|---|
| CLIENT | TRI-CITY DEVELOPMENT CORP. | | JOB 31622 |
| PROJECT | HARVEST RIDGE PH 1<br>NE 1/4 SEC. 5, T.8N., R.28E., W.M. | | |
| DRN. BY DCP | SCALE 1"= 100' | F. B. NO. ACAD VER - C3021 | SHEET 1 |
| APPROVED DPB | DATE 11/2/23 | FILE:31622-PLAT.DWG | OF 2 |

# PLAT OF
# HARVEST RIDGE

## PORTION OF THE NORTHEAST 1/4 SECTION 5 TOWNSHIP 8 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN BENTON COUNTY, WASHINGTON




### CONTOUR NOTES:

1. CONTOUR INTERVAL IS 5'
2. NO SLOPES GREATER THAN 15% WERE NOTED OUTSIDE THE PUBLIC ROAD RIGHTS OF WAY.
3. ELEVATION DATUM: NAVD88
4. CONTOURS SHOWN HEREON ARE ONLY TO SATISFY HEALTH DEPARTMENT REQUIREMENTS AND SHOULD NOT BE USED FOR ANY OTHER PURPOSE.

### TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 20___. PARCEL NUMBER: 1-0588-402-0000-052

BENTON COUNTY TREASURER — DATE

BENTON COUNTY ASSESSOR — DATE

### BENTON COUNTY APPROVALS

THE ANNEXED PLAT IS HEREBY APPROVED BY AND FOR THE COUNTY OF BENTON, STATE OF WASHINGTON.

Matt Rasmussen, P.W. Manager — 12/19/2023
FOR BENTON COUNTY ENGINEER — DATE

CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS — DATE

CHAIRMAN, BENTON COUNTY PLANNING COMMISSION — 12/20/2023 DATE

Rebecca Waughan — 12.15.2023
BENTON FRANKLIN HEALTH DISTRICT — DATE

### UTILITY APPROVALS

THE UTILITY EASEMENTS SHOWN HEREON ARE APPROVED BY THE UTILITIES:

BENTON P.U.D. NO. 1 — Dist Design Tech (TITLE) — 12-19-23 DATE

Construction Coordinator (TITLE) — 12-19-23 DATE

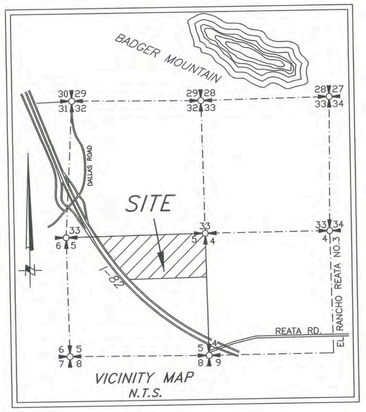
FRONTIER COMMUNICATIONS

SUMMIT VIEW WATER WORKS — Manager (TITLE) — 12-12-2023 DATE

BADGER MOUNTAIN IRRIGATION DISTRICT — District Manager (TITLE) — 12/19/2023 DATE

### BENTON COUNTY NOTES:

1. BENTON COUNTY IS NOT RESPONSIBLE FOR THE MAINTENANCE OR UPKEEP OF ANY STORMWATER RETENTION FACILITY OR DRAINAGE EASEMENTS. ALL SUCH MAINTENANCE AND UPKEEP ARE THE RESPONSIBILITY OF THE UNDERLYING PROPERTY OWNER.
2. ROAD APPROACHES SHALL NOT BE PERMITTED DIRECTLY ACROSS ROADWAY TEE INTERSECTIONS.
3. PRIOR TO THE CONSTRUCTION OF ANY DRIVEWAY OR THE ISSUANCE OF ANY BUILDING PERMIT FOR ANY LOT WITHIN THIS SUBDIVISION THE PROPERTY OWNER SHALL OBTAIN A ROAD APPROACH FROM THE BENTON COUNTY PUBLIC WORKS DEPARTMENT AND SHALL INSTALL THE REQUIRED TEMPORARY CONSTRUCTION ACCESS.
4. NO TREES, SHRUBS, WEEDS, FENCING OR OTHER OBSTRUCTIONS MORE THAN 24 INCHES IN HEIGHT ARE PERMITTED WITHIN BENTON COUNTY PUBLIC ROAD RIGHT OF WAY.
5. PROPERTY OWNERS THAT INSTALL GRASS, CURBING, ROCK, MULCH OR OTHER LANDSCAPING WITHIN THE COUNTY RIGHT OF WAY DO SO AT THEIR OWN RISK. THE COUNTY WILL NOT REPAIR OR REPLACE DAMAGED LANDSCAPING DUE TO CONSTRUCTION OR MAINTENANCE OPERATIONS.
6. LOTS 1-10, 41, & 42 SHALL BE ALLOWED DIRECT ACCESS VIA HARVEST RIDGE LOOP. NO OTHER LOTS SHALL BE ALLOWED DIRECT ACCESS VIA HARVEST RIDGE LOOP.
7. NO DIRECT ACCESS IS PERMITTED FROM ANY LOT ONTO SOUTHGATE WAY.
8. PROPERTY OWNERS WITH SIDEWALK ABUTTING THEIR PROPERTY SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID SIDEWALK.
9. ALL LOTS WITHIN THIS SUBDIVISION ARE SUBJECT TO A THREE THOUSAND FIVE HUNDRED DOLLAR ($3500) TRAFFIC MITIGATION FEE. SUCH FEE SHALL BE DUE AND PAYABLE PRIOR TO ISSUANCE OF ANY BUILDING PERMIT OR ROAD APPROACH PERMIT.
10. DURING CONSTRUCTION ON EACH PROPERTY, ALL CONSTRUCTION DEBRIS SHALL BE MAINTAINED ON-SITE AND PROPERLY DISPOSED OF. DUST CONTROL MEASURES INCLUDING AN ADEQUATE WATER SUPPLY SHALL BE PROVIDED.
11. ADDRESS NUMBERS [NOTED IN BRACKETS] ARE SUBJECT TO CHANGE UNTIL THE EXACT LOCATION OF ACCESS ONTO THE LOT IS DETERMINED.
12. THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY GRANTED FOR THE USE, ACCESS AND MAINTENANCE BY THE PLATTED PROPERTY'S CURRENT UTILITY PROVIDERS. SAID UTILITY EASEMENTS ARE FOR THE USE, ACCESS AND MAINTENANCE OF ELECTRIC POWER, TELEPHONE, CABLE AND ANY OTHER DEFINED UTILITIES TO AND OR THROUGH SAID TRACT.
13. PRIOR TO THE GRANTING OF A BUILDING OR FACTORY ASSEMBLED STRUCTURE (FAS) PERMIT FOR EACH LOT BY THE COUNTY, THE APPLICANT FOR A BUILDING OR FAS PERMIT MUST PROVIDE EVIDENCE OF POTABLE WATER FROM BADGER MOUNTAIN IRRIGATION DISTRICT SERVICES.
14. THIS SUBDIVISION IS NOT LOCATED WITHIN AN IRRIGATION DISTRICT; HOWEVER, IRRIGATION WATER IS PROVIDED BY SUMMIT VIEW WATER WORKS.
15. INTERSTATE 82 IS AN EXISTING FACILITY, AND THE APPROVAL OF THIS SUBDIVISION PROPOSES A MORE NOISE-SENSITIVE LAND USE. FUTURE RESIDENTS SHOULD BE AWARE THIS IS AN AREA WITH EXISTING TRAFFIC NOISE. IT SHOULD ALSO BE EXPECTED FOR TRAFFIC NOISE TO CONTINUE TO GROW INTO THE FUTURE, AND, AS AN ESSENTIAL PUBLIC FACILITY, I-82 MAY NEED TO BE EXPANDED TO ACCOMMODATE FUTURE TRAFFIC GROWTH.
16. THIS PLAT APPEARS TO HAVE SUITABLE CONDITIONS FOR THE USE OF ON-SITE SEWAGE DISPOSAL SYSTEMS. HOWEVER, BECAUSE OF THE NATURE OF THE TESTING METHODS USED, WE HAVE NO WAY OF DETERMINING WHETHER EACH LOT CAN COMPLY WITH BENTON-FRANKLIN BOARD OF HEALTH RULES AND REGULATIONS AT THE TIME OF PERMIT ISSUANCE. FURTHER BE ADVISED THE HEALTH DEPARTMENT'S APPROVAL OF ANY LOT WITHIN THIS PLAT FOR THE USE OF ON-SITE SEWAGE DISPOSAL SYSTEMS MAY BE CONTINGENT UPON THAT LOT PASSING ADDITIONAL SOIL INSPECTIONS, PERCOLATION TESTS, AND/OR OTHER REQUIREMENTS AT A LATER DATE.
17. THE GRADING AND MAINTENANCE FOR PROPER DRAINAGE ON EACH LOT SHALL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER. BENTON COUNTY DOES NOT ACCEPT RESPONSIBILITY FOR DRAINAGE DAMAGE OR ISSUES TO ANY PROPERTIES DUE TO DEFICIENT CONSTRUCTION AND/OR MAINTENANCE OF DRAINAGE FACILITIES ON PRIVATE PROPERTY.




### OWNERS' CERTIFICATE/DEDICATION

KNOW ALL PERSONS BY THESE PRESENT THAT GEOFFREY T. CLARK, PRESIDENT OF TRI-CITY DEVELOPMENT CORPORATION, ARE ALL PARTIES HAVING OWNERSHIP INTEREST IN THE LAND HEREON DESCRIBED; HAVE WITH THEIR FREE CONSENT AND IN ACCORDANCE WITH THEIR DESIRES CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS SHOWN HEREON; DO HEREBY DEDICATE THOSE ROADS AND/OR RIGHTS-OF-WAY SHOWN AS PUBLIC DEDICATIONS HEREON TO THE USE OF THE PUBLIC; DO HEREBY WAIVE ON BEHALF OF THEMSELVES AND THEIR SUCCESSORS IN INTEREST ALL CLAIMS FOR DAMAGES AGAINST BENTON COUNTY AND ANY OTHER GOVERNMENTAL AUTHORITY WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SAID DEDICATED ROADS AND/OR RIGHTS-OF-WAY; AND DO HEREBY GRANT AND RESERVE THE EASEMENTS AS SHOWN HEREON FOR THE USES INDICATED.

KIRK RATHBUN, DIRECTOR
TRI-CITY DEVELOPMENT CORPORATION

KIRK RATHBUN, MANAGING MEMBER
CANDY MOUNTAIN LLC

### ACKNOWLEDGMENT

STATE OF WASHINGTON } S.S.
COUNTY OF Benton }

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT KIRK RATHBUN SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE DIRECTOR OF TRI-CITY DEVELOPMENT CORPORATION, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: 12/12/23 — Brenton A Griffin — SIGNATURE

NOTARY PUBLIC IN THE STATE OF WASHINGTON RESIDING AT: Richland

MY APPOINTMENT EXPIRES: Aug. 29, 2027

BRENTON A. GRIFFIN NOTARY 210527 PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 08/29/2027

### ACKNOWLEDGMENT

STATE OF WASHINGTON } S.S.
COUNTY OF Benton }

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT KIRK RATHBUN SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE MANAGING MEMBER OF CANDY MOUNTAIN LLC, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: 12/12/23 — Brenton A Griffin — SIGNATURE

NOTARY PUBLIC IN THE STATE OF WASHINGTON RESIDING AT: Richland

MY APPOINTMENT EXPIRES: Aug. 29, 2027

BRENTON A. GRIFFIN NOTARY 210527 PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 08/29/2027

DAVID P. BAALMAN — STATE OF WASHINGTON — 41028 REGISTERED PROFESSIONAL LAND SURVEYOR

12-7-2023
DATE

REV:

RSI ROGERS SURVEYING INC., P.S.
1455 COLUMBIA PARK TRAIL
RICHLAND, WA. 99352
PHONE (509) 783-4141
FAX: (509) 783-8994
www.rogerssurveying.com

| | | | |
|---|---|---|---|
| CLIENT TRI-CITY DEVELOPMENT CORP. | | | JOB 31622 |
| PROJECT HARVEST RIDGE PH 1 NE 1/4 SEC. 5, T.8N., R.28E., W.M. | | | |
| DRN. BY DCP | SCALE 1"= 100' | F. B. NO. ACAD VER - C3D21 | SHEET 2 |
| APPROVED DPB | DATE 11/2/23 | FILE:31622-PLAT.DWG | OF 2 |

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | January 23, 2024 **Memo Date:** January 4, 2024 |
| **Subject:** | Approving the purchase of water meters for the Rural Water Supply Program |
| **Presenter:** | N/A |
| **Prepared By:** | Donna Hutchinson |
| **Reviewed By:** | Michelle Mercer |

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

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

## Summary / Background Information

On January 14, 2020, the Board of County Commissioners approved Resolution 2020-061 implementing the Rural Water Supply Program and on December 20, 2022, the Board signed Resolution 2022-959 approving the purchase of goods and services (water meters and service fees) from General Pacific Inc. for the year 2023. The Planning Division is now requesting that the Board approve the purchase of water meters, equipment, and associated service fees for the year 2024. General Pacific has sent in a quote for 2024 for their meter, equipment and service fees which is attached.

## Fiscal Impact

There will be a general outlay of monies to purchase the water meters. These costs will be recouped by those citizens located within the Rural Water Supply Program area when they purchase the meters from the County and pay an annual fee for monitoring those meters to cover the Beacon AMA Monthly Hosting Service Fee.

Amount: $449 for each **1"** meter and $334 for each **5/8"** x **¾"** meter purchased
$170 for each cellular Transmitter (endpoint)
Hosting fee of .99 cents per meter per month

Fund: 0000101.116.00000.553.110.3400
0000101.116.00000.553.110.4102

## Recommendation

It is the recommendation of the Planning Division that the Board of County Commissioners approve the attached resolution allowing the Planning Division to continue to purchase goods (monitoring equipment, water meters and endpoints) from General Pacific Inc. along with services (BEACON AMA Monthly Hosting Fees per meter purchased) for 2024.

## Suggested Motion

Approve as part of consent

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF WATER METERS FROM GENERAL PACIFIC, INC. FOR THE YEAR 2024

WHEREAS, the Planning Division has a need to monitor and analyze water usage from mitigated well or wells located on properties within Benton County; and,

WHEREAS, on January 14, 2020, the Board of County Commissioners approved Resolution 2020-061 approving the Rural Water Supply Program; and,

WHEREAS, General Pacific, Inc. provides a fully internet-based solution to collect information through water measurement devices, "water meters" that do not require the installation of radio towers; and,

WHEREAS, General Pacific, Inc. is a member of MRSC's vendor roster which is the County's official vendor list; and,

WHEREAS, General Pacific, Inc. water measurement services are currently being used by the County for the Planning Division's water measurement program; and,

WHEREAS, the Planning Division has reviewed and approves the General Pacific, Inc. proposal for their BEACON Engagement Fee, meters, endpoints, and service fees and is requesting that the County continue to purchase water meters through General Pacific, Inc.; NOW, THEREFORE,

BE IT RESOLVED, that the Board of Benton County Commissioners, hereby approves the purchase from General Pacific, Inc. for monitoring equipment, water measurement internet- based goods and services fees for one year upon signature of this Resolution; and,

BE IT FURTHER RESOLVED, that goods (meters and endpoints) purchased from General Pacific, Inc. shall not exceed $60,000 plus WSST in 2024; and,

BE IT FURTHER RESOLVED that the cost of Disc Recordall style meters will not exceed $449 for M55 1" meters and will not exceed $334 for M25 5/8" x 3/4" meters and cellular transmitters shall not exceed $170.00 per endpoint plus WSST; and,

BE IT FURTHER RESOLVED that BEACON AMA Monthly Hosting Fees do not exceed $0.99 per month per year for each meter plus WSST.

Dated this 23rd day of January, 2024.

Chairman of the Board

Chairman Pro-Tem

Commissioner

Constituting the Board
of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

PLN/BCC MLC/djh

General Pacific, Inc.
22414 NE Townsend Way
PO Box 70
Portland, OR 97024
(503) 907-2876 Fax (503) 489-2103

# Quote

Date: November 10, 2023
Quote # 45240.47

To: County of Benton
Email: Rural.Water@co.benton.wa.us
Contact Donna Hutchinson

## Pricing Effective 2024

| Quoted By | | | | |
|---|---|---|---|---|
| Gen Pac Water | | | | |
| **Qty** | **Description** | **Availability** | **Unit Price** | **Extended Price** |
| | **Disc/PD Meters** | | | |
| 1 | M25 5/8" x 3/4 Meters, Orion M Cellular Transmitters, Mounting Kit | N/A | $334.00 | $334.00 |
| 1 | M55 1" Meters, Orion M Cellular Transmitters, Mounting Kit | N/A | $449.00 | $449.00 |
| 1 | M170 2" Meters, Orion M Cellular Transmitters, Mounting Kit | N/A | $1,077.00 | $1,077.00 |
| | **E-Series Ultrasonic Meters** | | | |
| 1 | E-Series 5/8" x 3/4 Meters, 7-1/2" Lay Length, Orion M Cellular Transmitters, Mounting Kit | N/A | $413.00 | $413.00 |
| 1 | E-Series 1" Meters, Orion M Cellular Transmitters, Mounting Kit | N/A | $485.00 | $485.00 |
| | **Endpoint Only** | | | |
| 1 | Orion M Cellular Transmitters, Mounting Kit | N/A | $170.00 | $170.00 |
| 1 | Orion MS Cellular Transmitters, Mounting Kit | N/A | $190.00 | $190.00 |
| | **Service Fees** | | | |
| 1 | BEACON AMA Mobile Monthly Hosting Fee $0.89 Per Meter Per Month (Cellular Endpoint) (Total for one meter for one year) | N/A | $0.99 | $11.88 |

1. Standard General Pacific Terms and Condition will apply.
2. Prices subject to change without notice.
3. There will be a restocking fee for returned Material.
4. Special order items are final. (No Returns)
5. The customer is responsible for all applicable sales tax
6. Payment Terms Net 30
7. Freight Included.

**Thank you for your business!**

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | January 23, 2024 |
| **Subject:** | Amending Resolution 2023-696 to increase the compensation amount of the PBS Engineering and Environmental Inc. contract |
| **Presenter:** | |
| **Prepared By:** | D. Hope |
| **Reviewed By:** | Procurement |

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

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

## Summary / Background Information

On November 8, 2022, the Board of Benton County Commissioners executed a contract with PBS Engineering and Environmental, Inc. for on-call geophysical/geotechnical services. The contract expires on December 31, 2023 and allows for a one year extension.

On October 10, 2023, the Board of Benton County Commissioners executed Resolution 2023-696 the First Amendment to the contract with PBS Engineering and Environmental, inc. to extend the expiration date of the contract to December 31, 2024.

The contract amendment also increased the compensation amount from $100,000.00 to $130,000.00 but the Resolution did not reflect the increased amount. Therefore, it is necessary to amend Resolution 2023-696 to include the additional compensation.

## Fiscal Impact

**Amount:** $130,000.00 excluding WSST

**Fund:** This contract is between Benton County and PBS and will be paid for by the Departments utilizing the Contract.

## Recommendation

The Public Works Manager recommends amending Resolution 2023-696 to increase the compensation amount from $100,000.00 to $130,000.00 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 AMENDING RESOLUTION 2023-696 TO INCREASE THE COMPENSATION AMOUNT OF THE PBS ENGINEERING AND ENVIRONMENTAL INC. CONTRACT FOR ON-CALL GEOPHYSICAL/GEOTECHNICAL SERVICES**

**WHEREAS,** on November 8, 2022, the Board of Benton County Commissioners, via Resolution 2022-813, entered into a Contract with PBS Engineering and Environmental, Inc. for on-call geophysical/geotechnical professional services; and

**WHEREAS,** on October 10, 2023, the Board of Benton County Commissioners, via Resolution 2023-696, executed the first amendment to the contract with PBS Engineering and Environmental, Inc. extending the expiration to December 31, 2024; and

**WHEREAS,** the contract amendment also increased the compensation amount from $100,000.00 to $130,000.00 excluding WSST but was not reflected in the Resolution; and

**WHEREAS,** the amendment to the Resolution is necessary to increase the compensation amount; **NOW, THEREFORE,**

**BE IT RESOLVED,** that Resolution 2023-696 is hereby amended increasing the compensation amount from $100,000.00 to $130,000.00 excluding WSST; and

**BE IT FURTHER RESOLVED,** the contract expiration will remain as December 31, 2024.

Dated this 23rd day of January 2024.

_____
Chairman

_____
Chairman Pro-Tem

_____
Commissioner

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Original: Procurement
cc: Auditor, PA, PBS

D. Hope

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | 1/23/2024 |
| **Subject:** | Contract Extension with Department of Energy for Law Enforcement Services |
| **Presenter:** | N/A |
| **Prepared By:** | Katie Gillies, CFO |
| **Reviewed By:** | Jeffrey Aultman, DPA |

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

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

## Summary / Background Information

Benton County and the U.S. Department of Energy have entered into a Contract for law enforcement service beginning of 1993.

Per Resolution 2019-123 and Contract Number 89303919CEM000010, the Department of Energy solicited the Sheriff's Office for a contract that would continue law enforcement services for the calendar year 2019 with four one-year options.

Per Resolution 2020-137 and Contract Number 89303919CEM000010, the Department of Energy solicited the Sheriff's Office for a contract that exercised the first-year option for calendar year 2020.

Per Resolution 2021-109 and Contract Number the Department of Energy solicited the Sheriff's Office for a contract that exercised the first-year option for calendar year 2021.

Per Resolution 2022-124 and Contract Number the Department of Energy solicited the Sheriff's Office for a contract that exercised the first-year option for calendar year 2022.

Per Resolution 2023-160 and Contract Number the Department of Energy solicited the Sheriff's Office for a contract that exercised the first-year option for calendar year 2023.

Department of Energy provided the Sheriff's Office with written Modification No. P00015 requesting to extend the contract for four months for law enforcement services on the Hanford Site in the amount of 249,488 for a period beginning February 1, 2024 through May 31, 2024, bringing the overall contract amount up to $3,780,067.

## Fiscal Impact

Included in 2023/2024 budgeted revenue

## Recommendation

Approve the attached resolution and contract modification between Benton County and the U.S. Department of Energy for law enforcement services on the Hanford Site in the amount of $249,488 for a period of February 1, 2024 through May 31, 2024.

## Suggested Motion

Approve as part of the consent agenda

# RESOLUTION

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

**IN THE MATTER OF CONTRACT 89303919CEM000010 MODIFICATION NO. P00015 BETWEEN U.S. DEPARTMENT OF ENERGY AND THE BENTON COUNTY SHERIFF'S OFFICE FOR LAW ENFORCEMENT SERVICES**

**WHEREAS,** Benton County and the U.S. Department of Energy have entered into a Contract for law enforcement service beginning of 1993; and

**WHEREAS,** per Resolution 2019-123 and Contract Number 89303919CEM000010, the Department of Energy solicited the Sheriff's Office for a contract that would continue law enforcement services for the calendar year 2019 with four one-year options, with the base amount of $665,001.00 from February l, 2019 through January 31, 2020; and

**WHEREAS**, per Resolution 2020-137 dated February 11, 2020, Modification No. P00002 was necessary as the U.S. Department of Energy wished to exercise the first option year for law enforcement services on the Hanford Site in the amount of $684,951.00 from February 1, 2020 through January 31, 2021; and

**WHEREAS**, per Resolution 2021-109 dated January 26, 2021, Modification No. P00007 was necessary as the U.S. Department of Energy wished to exercise the second option year for law enforcement services on the Hanford Site in the amount of $705,499.00 from February l, 2021 through January 31, 2022; and

**WHEREAS**, per Resolution 2022-124 dated February 8, 2022, Modification No. P00011 was necessary as the U.S. Department of Energy wished to exercise the third option year for law enforcement services on the Hanford Site in the amount of $726,664.00 from February 1, 2022 through January 31, 2023; and

**WHEREAS**, per Resolution 2023-160 dated February 14, 2023, Modification No. P00012 was necessary as the U.S. Department of Energy wished to exercise the fourth option year for law enforcement services on the Hanford Site in the amount of $748,464.00 from February 1, 2023 through January 31, 2024; and

**WHEREAS,** the attached Modification No. P00015 is necessary as the U.S. Department of Energy wishes to extend the contract for four additional months for law enforcement services on the Hanford Site in the amount or $249,488.00 from February 1, 2024 through May 31, 2024

**WHEREAS,** the Undersheriff has reviewed the proposed modification and recommends moving forward with the attached Contract Modification P00015; and

**BE IT RESOLVED,** the Board of Benton County Commissioners, Benton County, Washington hereby approves the attached Contract 89303919CEM000010 Modification No. P000015 between Benton County and U.S. Department of Energy, extending the contract for four additional months for law enforcement services on the Hanford Site in the amount of $249,488.00 for a period beginning February 1, 2024, through May 31, 2024, bringing the overall contract amount up to $3,780,067.00; and

**BE IT FURTHER RESOLVED,** the Board hereby authorizes the Chairman of the Board to sign the attached Modification No. P000015 to Contract 89303919CEM000010.

Original: Sheriff's Office K. Gillies

CC: Auditor; DOE

Dated this_____day of _____, 2024

_____
Chairman of the Board

_____
Commissioner

_____
Commissioner

Attest: _____
Clerk of the Board

Original: Sheriff's Office K. Gillies

CC: Auditor; DOE

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 2 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| P00015 | See Block 16C | | |

6. ISSUED BY CODE 893039

Richlands Operations Office
U.S. Department of Energy
Richland Operations Office
P.O. Box 550, MSIN H5-20
Richland WA 99352

7. ADMINISTERED BY *(If other than Item 6)* CODE 00601

Richland Operations Office
U.S. Department of Energy
Richland Operations Office
P.O. Box 550, MSIN A7-80
Richland WA 99352

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

BENTON, COUNTY OF
Attn: Jon Law
7122 W. OKANOGAN PLACE
BLDG. B
KENNEWICK WA 99336

CODE 083738997 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. 89303919CEM000010

10B. DATED *(SEE ITEM 13)* 01/30/2019

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
01250-2023-34-421601-25105-1111148-0001523-0000000-0000000

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

| CHECK ONE | |
|---|---|
| | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| X | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.217-8 Option to Extend Services (NOV 1999) |
| | D. OTHER *(Specify type of modification and authority)* |

**E. IMPORTANT:** Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 083738997
UEI: HG29NCPLDG56
The purpose of this modification is to exercise the option to extend services in accordance with FAR 52.217-8 by four months, without funding. The POP end date is extended from 01/31/2024 to 05/31/2024. Funding will be added incrementally in subsequent modifications.
LIST OF CHANGES:
Reason for Modification: Supplemental Agreement for work within scope
Period Of Performance End Date changed from 31-JAN-24 to 31-MAY-24
Total Amount for this Modification: $249,488.00
New Total Amount for this Version: $997,952.00
New Total Amount for this Award: $3,780,067.00
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| 15A. NAME AND TITLE OF SIGNER *(Type or print)* | | 16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* | |
|---|---|---|---|
| | | Brenda S. Valadez | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| *(Signature of person authorized to sign)* | | *(Signature of Contracting Officer)* | |

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

Jeff Aultman
Approve as to form

NAME OF OFFEROR OR CONTRACTOR
BENTON, COUNTY OF

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|---|---|---|---|---|---|
| | Buyer changed<br>from Ethan F. Jessel<br><br>to Megan J. Harrison<br><br>Contracting Officer changed<br>from Joshua Noah Gentry<br><br>to Brenda S. Valadez<br><br>Invoice Approving Official changed to : 79734<br>CHANGES FOR LINE ITEM NUMBER: 40001<br>Total Amount changed<br>from $748,464.00 to $997,952.00<br>End Date changed from 31-JAN-24 to 31-MAY-24<br><br>CHANGES FOR DELIVERY LOCATION: 00601<br>Amount changed from $748,464.00 to $997,952.00<br>Delivery Date Added : 05/31/2024<br><br>Payment:<br>OR for Richland<br>U.S. Department of Energy<br>Oak Ridge Financial Service Center<br>P.O. Box 4307<br>Oak Ridge TN 37831<br>Fund: 01250 Appr Year: 2023 Allottee: 34 Report Entity: 421601 Object Class: 25105 Program: 1111148 Project: 0001523 WFO: 0000000 Local Use: 0000000<br>Period of Performance: 02/01/2019 to 05/31/2024<br><br>Change Item 40001 to read as follows(amount shown is the total amount):<br><br>NSO | | | | |
| 40001 | Fourth Option Year<br>Line item value is: $997,952.00<br>Incrementally Funded Amount: $748,464.00 | | | | 997,952.00 |

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | January 23, 2024 |
| **Subject:** | Purchase of one (1) 2024 Polaris Expedition XP5 NorthStar from Chet's Honda Polaris and Surplus Vehicle #15-13 |
| **Presenter:** | |
| **Prepared By:** | Nicole Webb |
| **Reviewed By:** | Lt. Michael Clark, Katie Gillies, Jeff Aultman, Lisa Small |

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

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

## Summary / Background Information

The Benton County Sheriff's Office currently has one (1) Can-Am that is used for the purpose of police operations and search and rescue functions, identified as vehicle #15-13. The Sheriff's Office needs the ability to transport more than 2 passengers inside of the UTVs.

Quotes were solicited from Chet's Honda Polaris (Quincy, WA), Columbia River Motorsports (St. Helens, OR) and Pape Material Handling (Yakima, WA) for the 2024 Polaris Expedition XP5 NorthStar.

Chet's Honda Polaris quoted a total price for one (1) Polaris Expedition XP5 NorthStar for $55,523.90 excluding WSST – less $12,000 for trade-in for a balance of $43,523.90 excluding WSST. There was no response from Columbia River Motorsports nor Pape Material Handling.

## Fiscal Impact

Cost: $55,523.90 less $12,000 for trade-in - $43,523.90 excluding WSST.

Fund: Equipment will be purchased from the Sheriff Equipment Purchase and Replacement Fund, Fund number 1410, line item 1410.94.000.5942100.0000.56401.

## Recommendation

Approve the attached Resolution for the purchase of one (1) Polaris Expedition XP5 NorthStar from Chet's Honda Polaris, Quincy, WA in the amount of $43,523.90.

## 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 ONE (1) 2024 POLARIS EXPEDITION XP5 NORTHSTAR FROM CHET'S HONDA POLARIS FOR THE BENTON COUNTY SHERIFF'S OFFICE AND THE SURPLUS OF ONE (1) 2015 CAN-AM COMMANDER #15-13**

**WHEREAS**, per Resolution 2015-309, the Board of Commissioners approved the purchase of one (1) 2015 Can-Am Commander, identified as vehicle #15-13, that is used by the Benton County Sheriff's Office to provide safe transportation for deputies who are conducting laws enforcement patrol outside of ordinary duties and environment; and

**WHEREAS,** said vehicle is in need of replacement with a UTV that has a carrying capacity of more than 2 passengers which would be beneficial when conducting police operations and search and rescue functions; and

**WHEREAS,** quotes were solicited from the following companies listed on the MRSC Vendor's List under Main Category: Maintenance Services, Vehicles and Sub-Category: Landscape Equipment Repair and Maintenance, Agricultural Vehicles Sales and Rental for the 2024 Polaris Expedition XP5 NorthStar with the following results:

- Chet's Honda Polaris, Quincy, WA - $55,523.90 excluding WSST – less $12,000 for trade-in for a balance of $43,523.90, excluding WSST
- Columbia River Motorsports, St. Helens, OR – Did not respond
- Pape Material Handling – Yakima, WA – Did not respond

**WHEREAS,** Chet's Honda Polaris, Quincy, WA was the only vendor that responded with a quote for the 2024 Polaris Expedition XP5 NorthStar for a total amount of $55,523.90, less $12,000 trade-in allowance for vehicle #15-13 for a balance of $43,523.90 excluding WSST for said equipment as further outlined in the quote attached hereto; and

**WHEREAS,** in accordance with RCW 36.34.020, the Board of County Commissioners is not required to publish a notice of intention to sell when: (1) selling to a government agency; (2) personal property to be disposed of is to be traded-in upon the purchase of a like article; (3) the value of the property to be sold is less than two thousand, five hundred dollars; (4) the county legislative authority by a resolution setting forth the facts has declared an emergency to exist; and

**WHEREAS,** pursuant to the County's Personal Property Management Policy, Resolution 07-752, vehicle #15-13 should be surplus and disposed of, via trade-in on one (1) new 2024 Polaris Expedition XP5 NorthStar, as being in the best interest of Benton County; and

**WHEREAS,** the Sheriff's Office recommends the purchase of the new 2024 Polaris Expedition XP5 NorthStar from Chet's Honda Polaris, Quincy, WA replacing vehicle #15-13 for a total amount of $55,523.90, less $12,000 for trade-in allowance leaving a balance of $43,523.90, excluding WSST; and

**WHEREAS,** the Personal Property Manager further recommends that vehicle #15-13 should be declared surplus and disposed of via trade-in on said equipment; **NOW, THEREFORE,**

**BE IT RESOLVED,** the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the Personal Property Manager's recommendation and authorizes the purchase of one (1) 2024 Polaris Expedition XP5 NorthStar from Chet's Honda Polaris, Quincy, WA for a total amount not to exceed $43,523.90, excluding WSST; and

**BE IT FURTHER RESOLVED,** the Board of Benton County Commissioners hereby declares vehicle #15-13 as surplus, and authorizes the Sheriff's Office to dispose of the property via trade-in on said vehicle; and

**BE IT FURTHER RESOLVED,** the vehicle will be purchased from the Sheriff Equipment Purchase and Replacement Fund, Fund number 1410, line item 1410.94.000.5942100.0000.56401.

**Dated this 23rd day of January, 2024**

**Jerome Delvin**
**Chairman of the Board**

**Michael Alvarez**
**Chairman Pro Tem**

**Will McKay**
**Commissioner**

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

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

Orig: BCCD
cc: K. Gillies, L.Small

N. Webb

# Chet's Honda Polaris

**Rob L Sole**
Owner

17 H st. SW
Quincy, Wa. 98848
509-787-3617
chetshonda@nwi.net

| | |
|---|---|
| 2024 Polaris Expedition XP5 NorthStar | $43999.00 |
| G24G5W99AB Army Green, G24G5W99AH Matte Heavy Metal | |
| Destination Charge | $ 1995.00 |
| 2884783 RIGID Scene Lights | $ 549.99 |
| 12-9004 Open Trail 41.5" Dual Row LED Driving Light | $ 389.95 |
| 2889892 Light Bar Wire Harness with In-Dash Switch | $ 169.99 |
| 2889237 Rhino-Rack Roof Rack, Large | $ 519.99 |
| 2889452 Rhino-Rack Roof Rack Mount, Large | $ 499.99 |
| 2890016 Prospector Pro 2.0 Tracks | $ 5729.99 |
| 2890014 Prospector Pro 2.0 Track Mounts + High Rise Intakes | $ 999.99 |
| 45-WM-P-RAN1K-12KR 4500 lb Rear Winch with Receiver Mount | $ 589.95 |
| 570-5208 32" Tire Swap | $ 600.00 |
| 200548 AJK Offroad Polaris Expedition Headache Rack 3/4 Rack | $ 570.06 |
| Installation Labor | $ 660.00 |
| Government Discount | ($ 1750.00) |

| | |
|---|---|
| | $55523.90 |
| Trade in 2015 Can Am Commander | $12000.00 |
| | $43523.90 |
| Sales Tax | $ 3568.96 |
| Total | $47092.86 |

| | |
|---|---|
| **Public Agency Name:** | Benton County |
| **Roster Type:** | Vendor Roster |
| **Date:** | 01/04/2024 |
| **Time:** | 12:27 pm |
| **Main-Category:** | Maintenance Services, Vehicles |
| **Sub-Category:** | Landscape Equipment Repair and Maintenance, Agricultural Vehicles Sales and Rental |

### Vendor Roster Businesses:

Chet's Honda
Columbia River Motorsports
Papé Material Handling

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | 1/23/24 |
| **Subject:** | Contract Amendment with Law Enforcement Perspectives for "as needed" investigative and consulting services for 2023 and 2024 |
| **Presenter:** | N/A |
| **Prepared By:** | Katie Gillies, CFO |
| **Reviewed By:** | Jeffrey Aultman, DPA |

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

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

## Summary / Background Information

The Board of Benton County Commissioners entered into a Personal Services Contract with Law Enforcement Perspectives for "as needed" investigative and consulting services for 2023 and 2024.

The attached First Amendment to the Contract is necessary to amend "Section 8 - Insurance" to update insurance requirements, with the remainder of the Contract to remain in full force and effect.

## Fiscal Impact

No fiscal impact with this amendment

## Recommendation

Approve the attached Resolution and First Contract Amendment and authorize the Chairman or Chairman Pro-Tem to sign said amendment.

## 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 PROFESSIONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND CHAD PETERSCHICK LAW ENFORCEMENT PERSPECTIVES, FOR "AS NEEDED" INVESTIGATIVE AND CONSULTING SERVICES FOR THE BENTON COUNTY SHERIFF'S OFFICE**

**WHEREAS** per Resolution 2023-518 dated July 18, 2023, the Board of Benton County Commissioners entered into a Professional Services Contract with Chad Peterschick Law Enforcement Perspectives for "as needed" investigative and consulting services for the Benton County Sheriff's Office; and

**WHEREAS** the attached First Amendment is necessary as both parties wish to amend Section 8 - Insurance of the Contract to update insurance requirements, with the remainder of the Contract to remain in full force and effect; **NOW, THEREFORE**

**BE IT RESOLVED** the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the attached First Amendment, amending Section 8 - Insurance of the Contract to update insurance requirements, with the remainder of the Contract to remain in full force and effect; and

**BE IT FURTHER RESOLVED** the Board hereby authorizes the Chairman or Chairman Pro-Tem to sign the attached First Amendment to the Professional Services Contract between Benton County and Chad Peterschick Law Enforcement Perspectives.

Dated this _____day of_____, 2024

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Commissioner

Attest: _____
Clerk of the Board

Orig: Sheriff's Office
cc: Auditor, C. Peterschick

Prepared by: K. Gillies

**First Amendment to**

**Professional Service Contract**

**Between**

**Benton County and Chad Peterschick Law Enforcement Perspectives**

**This First Amendment,** made and entered into this _____ day of _____ 2024 by and between **BENTON COUNTY**, a political subdivision of the state of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **CHAD PETERSCHICK LAW ENFORCEMENT PERSPECTIVES**, a sole proprietor with his principal offices at 11801 Barrett Rd, Yakima, WA 98908 (hereinafter "CONTRACTOR").

**Recitals**

***Whereas,*** COUNTY and CONTRACTOR entered into a Professional Service Contract dated July 18, 2023, (the "Contract") whereby the CONTRACTOR has agreed to provide "as needed" investigative and consulting services for the COUNTY, as set forth more fully in said Contract.

***Whereas***, this First Amendment to the Contract is necessary to amend "Section 8 – Insurance" to update insurance requirements, with the remainder of the Contract to remain in full force and effect.

***Now, therefore***, in consideration of the provisions and agreements set forth herein, the parties agree the original Contract shall be amended as follows:

a) Section 8. **INSURANCE** - is hereby deleted and replaced in its entirety with the following:

**8. INSURANCE**

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

b. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. If CONTRACTOR does not have employees or other agents, subcontractors, or labor who perform services or provide materials to CONTRACTOR, then CONTRACTOR shall be exempt from Chapter 51, RCW to the extent permitted by Washington State law. If CONTRACTOR has or will have employees, agents, representatives, or labor who provide services or materials to CONTACTOR, then prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employer's liability.

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

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

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

The commercial general liability policy must contain an endorsement naming the 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 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.

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

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

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive

subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

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

e. Verification of Coverage and Acceptability of Insurers:

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

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

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY'S Contract Representative referenced in Section 4.

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

4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

**IN WITNESS WHEREOF,** the parties have caused this Contract Amendment to be signed by their duly constituted legal representatives, and it is effective upon signature of both parties.

**BENTON COUNTY, WASHINGTON**

_____

Jerome Delvin, Chairman

Title: Benton County Commissioner

Date: _____

**LAW ENFORCEMENTS PERSPECTIVES, CHAD PETERSCHICK**

_____

Print Name/Title: Chad Peterschick/owner

Date: 1-12-24

Approved as to form:

*Jeff Aultman*

_____

Jeff Aultman, Civil Deputy Prosecuting Attorney

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | 1/23/24 |
| **Subject:** | Contract Amendment with Law Enforcement Perspectives to conduct an internal investigation IA23-07 for the County |
| **Presenter:** | N/A |
| **Prepared By:** | Katie Gillies, CFO |
| **Reviewed By:** | Jeffrey Aultman, DPA |

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

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

## Summary / Background Information

The Board of Benton County Commissioners entered into a Personal Services Contract with Law Enforcement Perspectives to conduct an internal investigation IA23-07 for the County.

The attached First Amendment is necessary to the Contract is necessary to amend "Section 8 - Insurance" to update insurance requirements, with the remainder of the Contract to remain in full force and effect.

## Fiscal Impact

No fiscal impact with this amendment

## Recommendation

Approve the attached Resolution and First Contract Amendment and authorize the Chairman or Chairman Pro-Tem to sign said amendment.

## 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 PROFESSIONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND CHAD PETERSCHICK LAW ENFORCEMENT PERSPECTIVES, TO CONDUCT INTERNAL INVESTIGATION 23-07 FOR THE BENTON COUNTY SHERIFF'S OFFICE**

**WHEREAS** per Resolution 2023-767 dated November 7, 2023, the Board of Benton County Commissioners entered into a Professional Services Contract with Chad Peterschick Law Enforcement Perspectives to conduct internal investigation 23-07 for the Benton County Sheriff's Office; and

**WHEREAS** the attached First Amendment is necessary as both parties wish to amend Section 8 - Insurance of the Contract to update insurance requirements, with the remainder of the Contract to remain in full force and effect; **NOW, THEREFORE**

**BE IT RESOLVED** the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the attached First Amendment, amending Section 8 - Insurance of the Contract to update insurance requirements, with the remainder of the Contract to remain in full force and effect; and

**BE IT FURTHER RESOLVED** the Board hereby authorizes the Chairman or Chairman Pro-Tem to sign the attached First Amendment to the Professional Services Contract between Benton County and Chad Peterschick Law Enforcement Perspectives.

Dated this _____day of_____, 2024

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Commissioner

Attest: _____
Clerk of the Board

Orig: Sheriff's Office
cc: Auditor, C. Peterschick

Prepared by: K. Gillies

**First Amendment to**

**Professional Service Contract**

**Between**

**Benton County and Chad Peterschick Law Enforcement Perspectives**

**This First Amendment to the Professional Service Contract** is made and entered into this _____ day of _____ 2024 by and between **BENTON COUNTY**, a political subdivision of the state of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **CHAD PETERSCHICK LAW ENFORCEMENT PERSPECTIVES**, a sole proprietor with his principal offices at 11801 Barrett Rd, Yakima, WA 98908 (hereinafter "CONTRACTOR").

**Recitals**

***Whereas,*** COUNTY and CONTRACTOR entered into a Professional Service Contract dated November 14, 2023, (the "Contract") whereby CONTRACTOR agreed to conduct an internal investigation, IA23-07, for the COUNTY as set forth more fully in said Contract.

***Whereas***, this First Amendment to the Contract is necessary to amend "Section 8 – Insurance" to update CONTRACTOR'S insurance requirements, with the remainder of the contractual provisions to remain in full force and effect.

***Now, therefore***, in consideration of the provisions and agreements set forth herein, the parties agree their original Contract shall be amended as follows:

a) Section 8. **INSURANCE** - is hereby deleted and replaced in its entirety with the following:

**8. INSURANCE**

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

b. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. If CONTRACTOR does not have employees or other agents, subcontractors, or labor who perform services or provide materials to CONTRACTOR, then CONTRACTOR shall be exempt from Chapter 51, RCW to the extent permitted by Washington State law. If CONTRACTOR has or will have employees, agents, representatives, or labor who provide services or materials to CONTACTOR, then prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employer's liability.

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

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

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

The commercial general liability policy must contain an endorsement naming the 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 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.

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

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

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive

subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

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

e. Verification of Coverage and Acceptability of Insurers:

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

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

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

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

4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

**IN WITNESS WHEREOF,** the parties have caused this Contract Amendment to be signed by their duly constituted legal representatives, and it is effective upon signature of both parties.

**BENTON COUNTY, WASHINGTON**

_____

Jerome Delvin, Chairman

Title: Benton County Commissioner

Date: _____

**LAW ENFORCEMENTS PERSPECTIVES, CHAD PETERSCHICK**

_____

Print Name/Title: Chad Peterschick/owner

Date: 1-12-24

Approved as to form:

*Jeff Aultman*

_____

Jeff Aultman, Civil Deputy Prosecuting Attorney

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | 1/23/2024 (Scheduled before the Franklin County Board on 1/04/2024) |
| **Subject:** | 2024 Participant Position Allocation for Benton & Franklin Adult and Juvenile Drug Court Programs, New at Risk Youth Population Percentage Split for Functional Family Therapy, Selective Aggressive Probations, Detention Mental Health and Education Employment Training Program Programs |
| **Presenter:** | N/A |
| **Prepared By:** | Tiffany Runge & Crystal Garcia |
| **Reviewed By:** | Jacqueline Stam, Superior Court Judge |

**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 2024 Bi-County Resolution establishes participation position allocations for the Benton & Franklin Counties Adult and Juvenile Drug Court Programs and Functional Family Therapy Program based upon the annual number of participant positions. The 2024 Bi-County Resolution further establishes participation percentage splits for Benton & Franklin Counties Selective Aggressive Probation Program, Detention Mental Health and Education Employment Training Programs based on the annual at-risk-youth population. Position allocations and percentage splits are necessary to determine the Benton & Franklin Counties Superior Court and Juvenile Court 2024 budgets.

## Fiscal Impact

No fiscal impact.

## Recommendation

The Court recommends approval of the Bi-County Resolution adopting the participant position allocation for the 2024 Benton and Franklin Adult and Juvenile Drug Court Programs; and Adopting New at Risk Youth Population Percentage Split for Functional Family Therapy, Selective Aggressive Probation, Detention Mental Health and Education Employment Training Programs.

## Suggested Motion

N/A – Consent Agenda.

# JOINT RESOLUTION

## BENTON COUNTY RESOLUTION NO. _____

## FRANKLIN COUNTY RESOLUTION NO. 2024-002

**BEFORE THE BOARDS OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON:**

**IN THE MATTER OF ADOPTING THE PARTICIPANT POSITION ALLOCATION FOR THE 2024 BENTON AND FRANKLIN ADULT AND JUVENILE DRUG COURT PROGRAMS; AND ADOPTING NEW AT RISK YOUTH POPULATION PERCENTAGE SPLIT FOR FUNCTIONAL FAMILY THERAPY (FFT), SELECTIVE AGGRESSIVE PROBATIONS (SAP), DETENTION MENTAL HEALTH, AND EDUCATION EMPLOYMENT TRAINING PROGRAM (EET) PROGRAMS**

**WHEREAS,** the Boards of Benton and Franklin County Commissioners approved Joint Resolution Benton County 2019-141 and Franklin County 2019-042 a Memorandum of Understanding regarding the allocation of Adult and Juvenile Drug Court and Functional Family Therapy (FFT) Programs; and

**WHEREAS,** Joint Resolution Benton County 2019-141 and Franklin County 2019-042 established an administrative fee of 7.5% on Franklin County's allocation of the total 2024 Benton and Franklin Adult and Juvenile Drug Court, Functional Family Therapy (FFT), Selective Aggressive Probation (SAP), Detention Mental Health and Education Employment Training (EET) Programs Budget; and

**WHEREAS,** For Adult and Juvenile Drug Court and Functional Family Therapy FFT, Franklin County's responsible amount is based upon the annual number of participant positions allocated to each county as approved through each county's budget process, data table attached hereto as Attachment "A", plus a 7.5% administrative fee, effective January 1, 2024; and

**WHEREAS,** For Selective Aggressive Probation (SAP), Detention Mental Health, and Education Employment Training (EET), Franklin Counties portion is based on the annual at-risk-youth population percentage split, data table attached hereto as Attachment "B", plus a 7.5% administrative fee, effective January 1, 2024; **NOW THEREFORE,**

**BE IT RESOLVED,** Benton County shall invoice Franklin County monthly for the County's pro rata share of the expenses incurred in the 2024 Benton and Franklin Adult and Juvenile Drug Court, Functional Family Therapy (FFT), Selective Aggressive Probation (SAP), Detention Mental Health, and Education Employment Training (EET) Programs Budget; and

cc: BC Commissioners, FC Commissioners Juvenile, Auditor, Treasurer

**BE IT FURTHER RESOLVED,** Franklin County's payment to the Benton County Treasurer shall be no later than 20 days of the date of each invoice thereafter (February 15th invoice, for the month of January expenses, payment due March 6th), and so forth

**Dated this . . . . . day of. . . . . ., 2024.**

**BENTON COUNTY BOARD OF COMMISSIONERS**

**Chair of the Board**

**Commissioner**

**Commissioner**

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

**ATTEST:**

**Clerk of the Board**

**Dated this 4th day of Jan., 2024.**

**FRANKLIN COUNTY BOARD OF COMMISSIONERS**

**Chair of the Board**

**Commissioner**

**Commissioner**

**Constituting the Board of County Commissioners of Franklin County, Washington**

**ATTEST:**

**Clerk of the Board**

**Prepared by: T. Runge**

cc: BC Commissioners, FC Commissioners Juvenile, Auditor, Treasurer

# ATTACHMENT A

**Adult and Juvenile Drug Court and FFT Programs Per Joint Resolution BC 2019-141 and FC 2019-042**

Source: Prior to Budget Adoption

| | Participant Positions Allocation | | | Participant % | |
|---|---|---|---|---|---|
| | Benton County | Franklin County | Total | BC % | FC% |
| **Adult Drug Court** | 50 | 20 | 70 | 71.43% | 28.57% |
| **Juvenile Drug Court** | 22 | 3 | 25 | 88.00% | 12.00% |
| **FFT** | 17 | 8 | 25 | 68.00% | 32.00% |

cc: BC Commissioners, FC Commissioners Juvenile, Auditor, Treasurer

# ATTACHMENT B

**All costs associated with the SAP, Detention Mental Health, and EET Program shall be split between Benton County and Franklin County based upon the ratio of each county's juvenile youth-at-risk population of 12-17 year-old averaged over a five year time period as stated in the MOU set forth in Benton County Resolution 2019-141 and Franklin County Resolution 2019-042.**

Source: https://www.ofm.wa.gov/washington-data-research/population-demographics/population-estimates/estimates-april-1-population-age-sex-race-and-hispanic-origin
County (Special age groups): 2010-2020
Preliminary numbers provided by OFM were used for 2022 & 2021's population in the five-year average. No detailed data is currently available.

**- Selective Aggressive Probation (SAP)**
**- Detention Mental Health**
**- Education Employment Training (EET)**

| | Total | 2022 | 2021 | 2020 | 2019 | 2018 |
|---|---|---|---|---|---|---|
| Benton County | 89,847 | 19,184 | 18,171 | 17,907 | 17,483 | 17,102 |
| Franklin County | 50,176 | 10,563 | 10,003 | 10,081 | 9,883 | 9,646 |
| Combined | 140,023 | 29,747 | 28,174 | 27,988 | 27,366 | 26,748 |

**5-Year Rolling Average**

| | |
|---|---|
| Rolling Average Benton County | 17,969 |
| Rolling Average Franklin County | 10,035 |
| | 28,004 |

| 2024 Percentage Split | |
|---|---|
| Benton County | 64.17% |
| Franklin County | 35.83% |

cc: BC Commissioners, FC Commissioners Juvenile, Auditor, Treasurer

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | January 23, 2024 **Memo Date:** January 9, 2024 |
| **Subject:** | Short Plat Vacation – SPV 2023-003 Thornock |
| **Presenter:** | Andrea Watts, Senior Planner and Michelle Mercer, Planning Manager |
| **Prepared By:** | Andrea Watts |
| **Reviewed By:** | Michelle Mercer |

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

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

## Summary / Background Information

On September 9, 2000, Short Plat 2525 was recorded under Auditor Fee Number 2000-023222, creating four residential lots off Lower County Line Road, in the Prosser area of unincorporated Benton County. The short plat also created a thirty (30) foot access easement and turnaround to provide access to Lots 1 through 4.

The applicants, Todd and Sandra Thornock, are requesting the vacation of the 30' access easement and turnaround located on Lots 1 through 4 of Short Plat 2525. The applicants are proposing to record a new thirty (30) foot access easement and turnaround located 15 feet north of the original easement. Owners of property within 300 feet of the subject parcel and all concerned agencies were notified of the proposed vacation and no objections or concerns have been received to date.

## Fiscal Impact

**Amount:** **None**
**Fund:** **None**

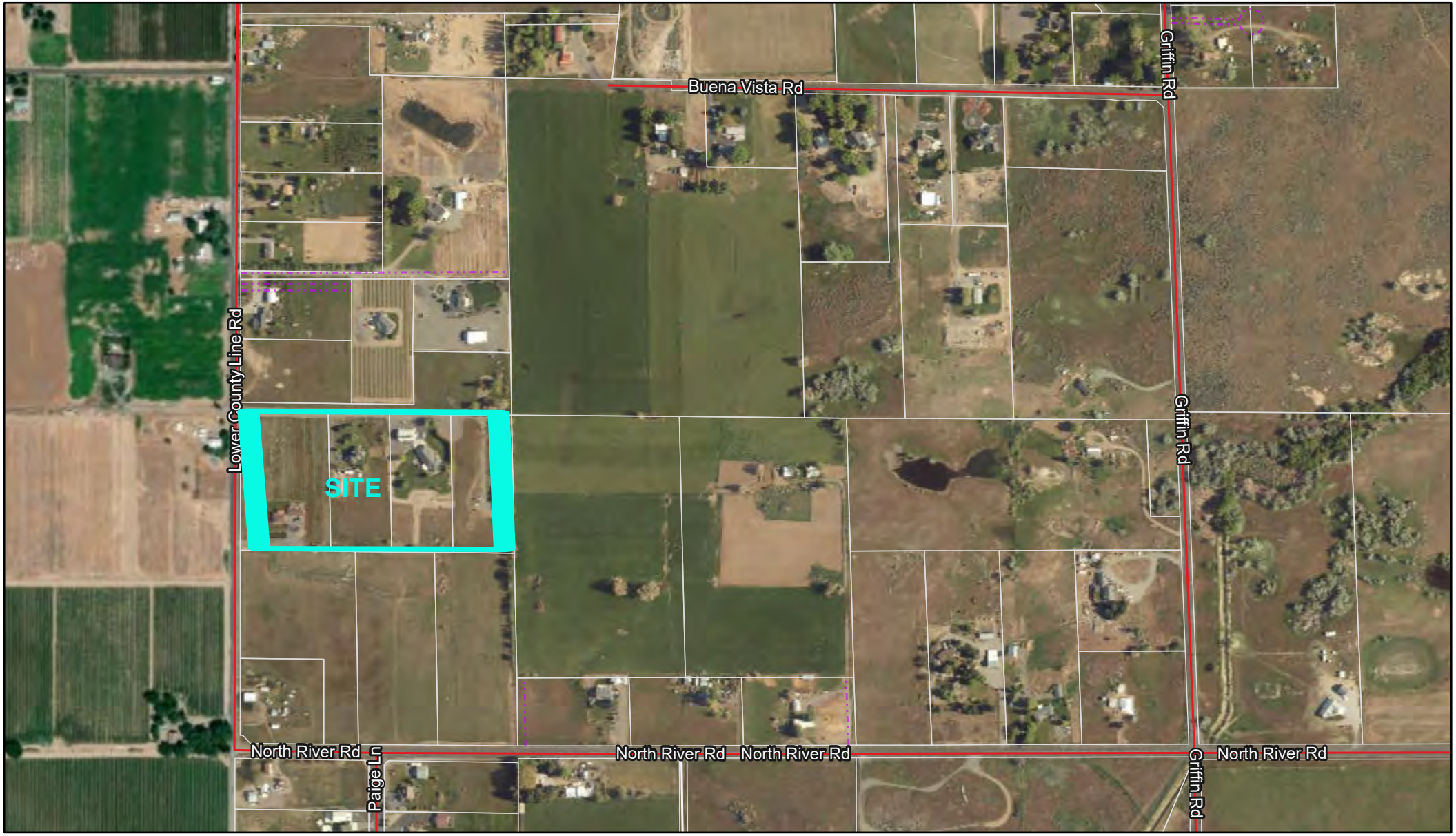
## Recommendation

It is the recommendation of the Planning Division that the Board of County Commissioners conduct a public hearing, and based on the testimony received, either approve or deny the request. The Planning Division, based on the information received thus far, is recommending approval of the vacation of the access easement located on Lots 1 through 4 of Short Plat 2525, with the condition that the applicant shall record a new 30' access easement and turnaround, which meets the requirements of Benton County Code 3.18.045. The applicants shall provide the Benton County Planning Division with a copy of the recorded document(s), prior to the signing of the resolution by the Board of County Commissioners. The document must be recorded within 1 year of the date of approval by the Benton County Board of Commissioners or this approval will be null and void.

## Suggested Motion

I move to approve the vacation of the 30' access easement and turnaround located on Lots 1 through 4 of Short Plat 2525 with the condition that the applicant shall record a new access easement and turnaround within one year with the Benton County Auditor.

# SPV 2023-003 THORNOCK

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Geophex Surveys Ltd., Maxar

Geophex Surveys Ltd., Maxar | Airbus,USGS,NGA,NASA,CGIAR,NCEAS,NLS,OS,NMA,Geodatastyrelsen,GSA,GSI and the GIS User Community | Oregon State Parks, State of Oregon GEO, WA State Parks GIS, Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, Bureau of Land

6-8-24 00-32

# SHORT PLAT NO. 2525

PORTION SW1/4 SECTION 6, T. 8 N., R. 24 E., W.M.
BENTON COUNTY, WASHINGTON

## IRRIGATION APPROVAL

THE PROPERTY DESCRIBED HEREON IS LOCATED WHOLLY OR IN PART WITHIN THE BOUNDARY OF THE SUNNYSIDE VALLEY IRRIGATION DISTRICT. I HEREBY CERTIFY THAT THE IRRIGATION EASEMENTS AND RIGHTS OF WAY SHOWN BY THIS SHORT PLAT ARE ADEQUATE TO SERVE ALL LOTS LOCATED WITHIN THIS SHORT PLAT WHICH ARE OTHERWISE ENTITLED TO IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THE DISTRICT. I ALSO CERTIFY THAT THE IRRIGATION EASEMENTS AND RIGHTS OF WAY ARE ADEQUATE TO TRANSMIT IRRIGATION WATER THROUGH THIS SHORT PLAT TO OTHER ADJACENT LAND ENTITLED TO IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THE DISTRICT.
LOTS ARE, IN WHOLE OR IN PART, NOT ENTITLED TO IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THE DISTRICT. I FURTHER CERTIFY THAT:

___ 1. THIS SHORT PLAT CONTAINS COMPLETED IRRIGATION DISTRIBUTION FACILITIES IN ACCORDANCE WITH THIS DISTRICTS STANDARDS.
___ 2. PROVISIONS ACCEPTABLE TO THIS DISTRICT HAVE BEEN MADE FOR COMPLETED IRRIGATION DISTRIBUTION FACILITIES
✓ 3. THE EXISTING IRRIGATION DISTRIBUTION FACILITY IS ADEQUATE TO MEET THIS REQUIREMENT
___ 4. LOTS ARE NOT CLASSIFIED AS "IRRIGABLE LAND" BY THIS DISTRICT AND/OR ARE NOT ENTITLED TO IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THIS DISTRICT.

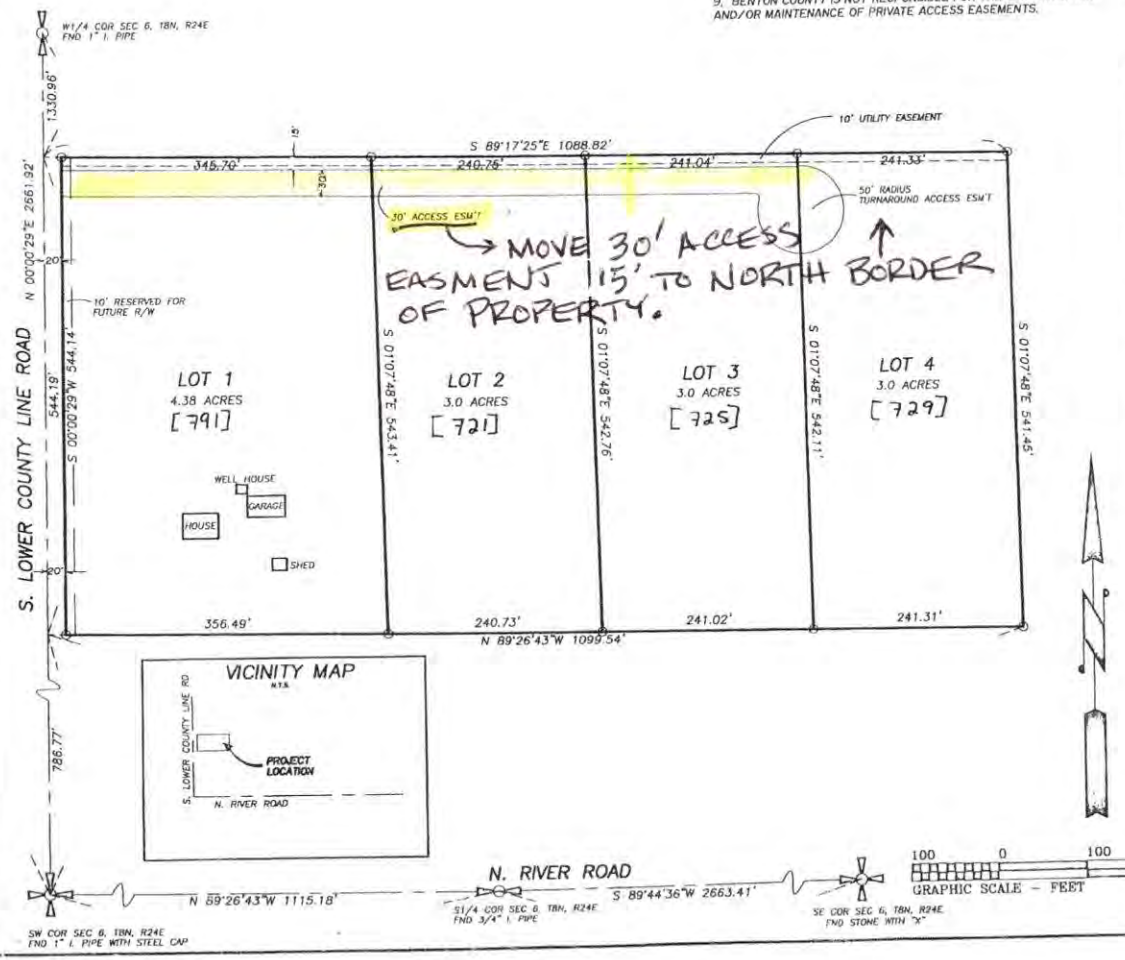
James W. Full Manager
SUNNYSIDE VALLEY IRRIGATION DISTRICT

I HEREBY CERTIFY THAT ALL CHARGEABLE REGULAR AND SPECIAL ASSESSMENTS COLLECTIBLE BY THIS OFFICE THAT ARE DUE AND OWING ON THE PROPERTY DESCRIBED HEREON ON DATED OF THIS CERTIFICATE HAVE BEEN PAID.

James W. Full Manager — 07/18/00
SUNNYSIDE VALLEY IRRIGATION DISTRICT — DATE

## NOTES

1. BASIS OF BEARING: SHORT PLAT NO. 2493, RECORDS OF BENTON COUNTY.
2. 5/8" IRON PINS WITH PLASTIC CAPS MARKED "WORLEY 13352" SET AT ALL CORNERS UNLESS NOTED OTHERWISE
3. NO BUILDING PERMITS FOR STRUCTURES REQUIRING POTABLE WATER WILL BE ISSUED UNTIL EVIDENCE OF AN APPROVED POTABLE WATER SUPPLY IS PROVIDED.
4. ADDRESS NUMBERS [NOTED IN BRACKETS] ARE SUBJECT TO CHANGE UNTIL THE EXACT LOCATION OF ACCESS ONTO THE SHORT PLAT IS DETERMINED.
5. ALL STRUCTURES MUST BE AT LEAST 25 FEET BACK FROM ALL ACCESS EASEMENTS.
6. THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY GRANTED FOR THE USE, ACCESS AND MAINTENANCE BY THE SHORT PLATTED PROPERTY'S CURRENT UTILITY PROVIDER. SAID UTILITY EASEMENTS ARE FOR THE USE, ACCESS AN MAINTENANCE OF ELECTRIC POWER, TELEPHONE, CABLE AND OTHER DEFINED UTILITIES, TO AND THROUGH SAID TRACT.
7. NO BUILDING OR FAS ~~CERTIFICATE~~ PERMIT FOR THE LOTS WITHIN THIS SHORT PLAT WILL BE ISSUED UNTIL THE APPROACH TO S. LOWER COUNTY LINE ROAD IS CONSTRUCTED OR BONDED TO MEET THE REQUIREMENTS OF STANDARD PLAN 96-05.
8. NO BUILDING OR FAS OCCUPANCY PERMIT SHALL BE ISSUED UNTIL THE ACCESS EASEMENT HAS BEEN IMPROVED FROM THE COUNTY, CITY OR STATE ROAD TO THE LOT FOR WHICH THE PERMIT IS REQUESTED, TO THE FOLLOWING STANDARDS: GRADING AND COMPACTING WITH 2 INCHES OF CRUSHED ROCK SURFACE, TO A MINIMUM OF 20 FEET WIDE ON STRIP ACCESS EASEMENTS AND A 50 FOOT RADIUS ON TURNAROUND ACCESS EASEMENTS.
9. BENTON COUNTY IS NOT RESPONSIBLE FOR THE CONSTRUCTION AND/OR MAINTENANCE OF PRIVATE ACCESS EASEMENTS.




## DESCRIPTION

THE NORTH 12.92 ACRES OF GOVERNMENT LOT 6, SECTION 6, TOWNSHIP 8 NORTH, RANGE 24 EAST, W.M., RECORDS OF BENTON COUNTY, WASHINGTON, EXCEPT ANY PORTION THEREOF LYING WITHIN THE SOUTH 20 ACRES OF SAID GOVERNMENT LOT 6.

## OWNER'S CERTIFICATE

WE, JOHN C. KELLUM AND JOAN C. KELLUM, HUSBAND AND WIFE, AND YAKIMA FEDERAL SAVINGS AND LOAN ASSOCIATION, AS BENEFICIARY, HEREBY CERTIFY THAT WE ARE THE OWNER'S OF THE TRACT OF LAND DESCRIBED HEREON AND THAT WE HAVE CAUSED SAID LAND TO BE SURVEYED AND SHORT PLATTED INTO LOTS AS SHOWN AND THE EASEMENTS ON THE SHORT PLAT ARE GRANTED FOR THE USES SHOWN THEREON.

John C. Kellum — Joan C. Kellum
JOHN C. KELLUM — JOAN C. KELLUM

YAKIMA FEDERAL SAVINGS AND LOAN ASSOCIATION
BY: Terri M Perkins AVP/Mgr. BY: Paul C Ericksen AVP

## ACKNOWLEDGMENTS

STATE OF WASHINGTON
COUNTY OF BENTON
I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT JOHN C. KELLUM AND JOAN C. KELLUM SIGNED THIS INSTRUMENT AND ACKNOWLEDGE IT TO BE THEIR FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

Debbie Hazzard — 7/17/00
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON — DATE

MY APPOINTMENT EXPIRES March 10, 2001

DEBBIE HAZZARD NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXP. MARCH 10, 2001

STATE OF WASHINGTON
COUNTY OF BENTON
CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Terri M Perkins AND Paul C Ericksen, SIGNED THIS INSTRUMENT, ON OATH STATED THAT I HEY IS (ARE) AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE A.V.P. AND A.V.P. RESPECTIVELY, OF YAKIMA FEDERAL SAVINGS AND LOAN ASSOCIATION, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTIES FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

Debbie Hazzard — 7/17/00
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON — DATE

MY APPOINTMENT EXPIRES March 10, 2001

NOTARY PUBLIC STATE OF WASHINGTON MARCH 10, 2001

## SURVEYOR'S CERTIFICATE

I, DAVID G. CHRISTENSON, A REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THE SHORT PLAT AS SHOWN HEREON IS BASED UPON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED AND THAT ALL ANGLES, DISTANCES AND COURSES ARE CORRECTLY SHOWN AND THAT THE LOT CORNERS HAVE BEEN STAKED ON THE GROUND AS SHOWN HEREON.

7/12/00 — WASHINGTON
DATE

DARWIN BRADLEY CHRISTENSON 13352 REGISTERED PROFESSIONAL LAND SURVEYOR

WORLEY SURVEYING SERVICE, INC., P.S.
P.O. BOX 6132
121 S. ELY STREET
KENNEWICK, WASHINGTON 99336
509-582-6716

## APPROVALS

THE ANNEXED SHORT PLAT IS HEREBY APPROVED BY AND FOR THE COUNTY OF BENTON, STATE OF WASHINGTON.

BENTON COUNTY SHORT PLAT ADMINISTRATOR — 9/8/00 DATE

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 2000. 1-0684-300-0002-000

Darwin W. Parker by Jones Derwell — 9/8/00
BENTON COUNTY TREASURER — DATE

## AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF JOHN KELLUM AT 07 MINUTES PAST 3 PM., THIS 8th DAY OF September, 2000, AND RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 2525, RECORDS OF BENTON COUNTY, WASHINGTON.

Bobbie Gagner by Yolette Pina deputy auditor — 2000-023222
BENTON COUNTY AUDITOR — FEE NUMBER

RECEIVED
OCT 27 2023
00-051
Benton Co. Planning Dept.

6-8-24 00-32

## IRRIGATION APPROVAL

THE PROPERTY DESCRIBED HEREON IS LOCATED WHOLLY OR IN PART WITHIN THE BOUNDARY OF THE SUNNYSIDE VALLEY IRRIGATION DISTRICT. I HEREBY CERTIFY THAT THE IRRIGATION EASEMENTS AND RIGHTS OF WAY SHOWN BY THIS SHORT PLAT ARE ADEQUATE TO SERVE ALL LOTS LOCATED WITHIN THIS SHORT PLAT WHICH ARE OTHERWISE ENTITLED TO IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THE DISTRICT. I ALSO CERTIFY THAT THE IRRIGATION EASEMENTS AND RIGHTS OF WAY ARE ADEQUATE TO TRANSMIT IRRIGATION WATER THROUGH THIS SHORT PLAT TO OTHER ADJACENT LAND ENTITLED TO IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THE DISTRICT. LOTS ARE, IN WHOLE OR IN PART, NOT ENTITLED TO IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THE DISTRICT. I FURTHER CERTIFY THAT:

___ 1. THIS SHORT PLAT CONTAINS COMPLETED IRRIGATION DISTRIBUTION FACILITIES IN ACCORDANCE WITH THIS DISTRICTS STANDARDS.
___ 2. PROVISIONS ACCEPTABLE TO THIS DISTRICT HAVE BEEN MADE FOR COMPLETED IRRIGATION DISTRIBUTION FACILITIES
✓ 3. THE EXISTING IRRIGATION DISTRIBUTION FACILITY IS ADEQUATE TO MEET THIS REQUIREMENT
___ 4. LOTS ARE NOT CLASSIFIED AS "IRRIGABLE LAND" BY THIS DISTRICT AND/OR ARE NOT ENTITLED TO IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THIS DISTRICT.

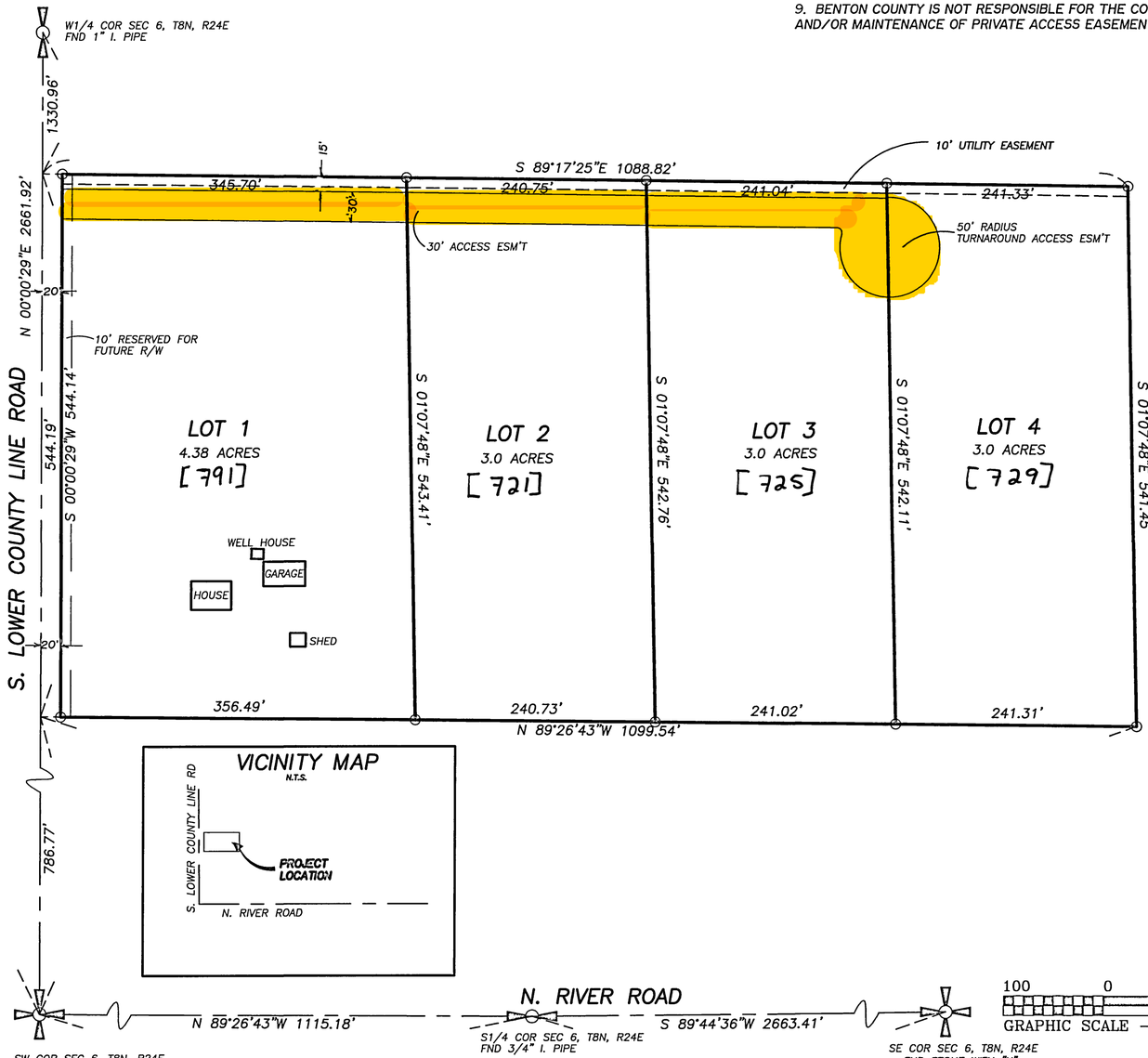
James W Trull, Manager
SUNNYSIDE VALLEY IRRIGATION DISTRICT

I HEREBY CERTIFY THAT ALL CHARGEABLE REGULAR AND SPECIAL ASSESSMENTS COLLECTIBLE BY THIS OFFICE THAT ARE DUE AND OWING ON THE PROPERTY DESCRIBED HEREON ON DATED OF THIS CERTIFICATE HAVE BEEN PAID.

James W. Trull, Manager
SUNNYSIDE VALLEY IRRIGATION DISTRICT — DATE 07/18/00

## NOTES

1. BASIS OF BEARING: SHORT PLAT NO. 2493, RECORDS OF BENTON COUNTY.
2. 5/8" IRON PINS WITH PLASTIC CAPS MARKED "WORLEY 13352" SET AT ALL CORNERS UNLESS NOTED OTHERWISE
3. NO BUILDING PERMITS FOR STRUCTURES REQUIRING POTABLE WATER WILL BE ISSUED UNTIL EVIDENCE OF AN APPROVED POTABLE WATER SUPPLY IS PROVIDED.
4. ADDRESS NUMBERS [NOTED IN BRACKETS] ARE SUBJECT TO CHANGE UNTIL THE EXACT LOCATION OF ACCESS ONTO THE SHORT PLAT IS DETERMINED.
5. ALL STRUCTURES MUST BE AT LEAST 25 FEET BACK FROM ALL ACCESS EASEMENTS.
6. THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY GRANTED FOR THE USE, ACCESS AND MAINTENANCE BY THE SHORT PLATTED PROPERTY'S CURRENT UTILITY PROVIDER. SAID UTILITY EASEMENTS ARE FOR THE USE, ACCESS AN MAINTENANCE OF ELECTRIC POWER, TELEPHONE, CABLE AND OTHER DEFINED UTILITIES, TO AND THROUGH SAID TRACT.
7. NO BUILDING OR FAS OCCUPANCY PERMIT FOR THE LOTS WITHIN THIS SHORT PLAT WILL BE ISSUED UNTIL THE APPROACH TO S. LOWER COUNTY LINE ROAD IS CONSTRUCTED OR BONDED TO MEET THE REQUIREMENTS OF STANDARD PLAN 96-05.
8. NO BUILDING OR FAS OCCUPANCY PERMIT SHALL BE ISSUED UNTIL THE ACCESS EASEMENT HAS BEEN IMPROVED FROM THE COUNTY, CITY OR STATE ROAD TO THE LOT FOR WHICH THE PERMIT IS REQUESTED, TO THE FOLLOWING STANDARDS: GRADING AND COMPACTING WITH 2 INCHES OF CRUSHED ROCK SURFACE, TO A MINIMUM OF 20 FEET WIDE ON STRIP ACCESS EASEMENTS AND A 50 FOOT RADIUS ON TURNAROUND ACCESS EASEMENTS.
9. BENTON COUNTY IS NOT RESPONSIBLE FOR THE CONSTRUCTION AND/OR MAINTENANCE OF PRIVATE ACCESS EASEMENTS.




# SHORT PLAT NO. 2525

PORTION SW1/4, SECTION 6, T. 8 N., R. 24 E., W.M.
BENTON COUNTY, WASHINGTON

## DESCRIPTION

THE NORTH 12.92 ACRES OF GOVERNMENT LOT 6, SECTION 6, TOWNSHIP 8 NORTH, RANGE 24 EAST, W.M., RECORDS OF BENTON COUNTY, WASHINGTON, EXCEPT ANY PORTION THEREOF LYING WITHIN THE SOUTH 20 ACRES OF SAID GOVERNMENT LOT 6.

## OWNER'S CERTIFICATE

WE, JOHN C. KELLUM AND JOAN C. KELLUM, HUSBAND AND WIFE, AND YAKIMA FEDERAL SAVINGS AND LOAN ASSOCIATION, AS BENEFICIARY, HEREBY CERTIFY THAT WE ARE THE OWNER'S OF THE TRACT OF LAND DESCRIBED HEREON AND THAT WE HAVE CAUSED SAID LAND TO BE SURVEYED AND SHORT PLATTED INTO LOTS AS SHOWN AND THE EASEMENTS ON THE SHORT PLAT ARE GRANTED FOR THE USES SHOWN THEREON.

John C. Kellum — JOHN C. KELLUM
Joan C. Kellum — JOAN C. KELLUM

YAKIMA FEDERAL SAVINGS AND LOAN ASSOCIATION
BY: Terri M Perkins AVP/Mgr. BY: Paul C Erickson AVP

## ACKNOWLEDGMENTS

STATE OF WASHINGTON
COUNTY OF BENTON
I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT JOHN C. KELLUM AND JOAN C. KELLUM SIGNED THIS INSTRUMENT AND ACKNOWLEDGE IT TO BE THEIR FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

Debbie Hazzard — NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON — DATE 7/17/00
MY APPOINTMENT EXPIRES March 10, 2001

DEBBIE HAZZARD NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXP. MARCH 10, 2001

STATE OF WASHINGTON
COUNTY OF BENTON
CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Terri M Perkins AND Paul C Erickson, SIGNED THIS INSTRUMENT, ON OATH STATED THAT I/they IS (ARE) AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE A.V.P. AND A.V.P. OF YAKIMA FEDERAL SAVINGS AND LOAN ASSOCIATION, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTIES FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

Debbie Hazzard — NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON — DATE 7/17/00
MY APPOINTMENT EXPIRES March 10, 2001

DEBBIE HAZZARD NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXP. MARCH 10, 2001

## SURVEYOR'S CERTIFICATE

I, DAVID G. CHRISTENSON, A REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THE SHORT PLAT AS SHOWN HEREON IS BASED UPON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED AND THAT ALL ANGLES, DISTANCES AND COURSES ARE CORRECTLY SHOWN AND THAT THE LOT CORNERS HAVE BEEN STAKED ON THE GROUND AS SHOWN HEREON.

7/12/00 — DATE — WASHINGTON REGISTRATION NUMBER

DAVID G. CHRISTENSON STATE OF WASHINGTON 13352 REGISTERED PROFESSIONAL LAND SURVEYOR


WORLEY SURVEYING SERVICE, INC., P.S.
P.O. BOX 6132
121 S. ELY STREET
KENNEWICK, WASHINGTON 99336
509-582-6716


## APPROVALS

THE ANNEXED SHORT PLAT IS HEREBY APPROVED BY AND FOR THE COUNTY OF BENTON, STATE OF WASHINGTON.

BENTON COUNTY SHORT PLAT ADMINISTRATOR — DATE 9/8/00

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 2000. 1-0684-300-0002-000

Darwin W. Parker by Joyce Benwell — BENTON COUNTY TREASURER — DATE 9/8/00

## AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF JOHN KELLUM AT 07 MINUTES PAST 3 P.M., THIS 9th DAY OF September, 2000, AND RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 2525, RECORDS OF BENTON COUNTY, WASHINGTON.

Bobbie Gagner by Yvette Pinn deputy auditor — BENTON COUNTY AUDITOR — 2000-023222 FEE NUMBER

00-051

**Community Development Department**
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.co.benton.wa.us

**Planning Division**
(509) 786-5612
P.O. Box 910, Prosser, WA 99350
planning.department@co.benton.wa.us

RECEIVED
OCT 27 2023
Benton Co. Planning Dept.

# SHORT PLAT VACATION APPLICATION

*Application No.* SPV 2023-003

APPLICANT INFORMATION

*Please check the box indicating primary contact person for this application*

☐ **Applicant/Agent**: N TODD THORNOCK / SANDRA J. THORNOCK
Mailing Address: 723 LOWER COUNTY LINE RD City: PROSSER
State: WA ZIP: 99350 Phone: 509-832-1620 Work: _____
Email Address: woodguy723@yahoo.com
Signature: N Todd Thornock Date: 10/10/23

☐ **Property Owner(s)** *(if different)*: SAME
Mailing Address: _____ City: _____
State: _____ ZIP: _____ Phone: _____ Work: _____
Email Address: _____
Signature: _____ Date: _____

**Signatures of Persons with Additional Ownership Interest**:

| Print Name | Signature | Date |
|---|---|---|
| | | |
| | | |
| | | |

***If the property is owned by a corporation, trust, partnership or LLC please complete the entity signature block below showing that the person signing has the authority to sign on behalf of the company.***

ENTITY SIGNATURE BLOCK

**Applicant/Legal Owner**: _____

Officer name: _____

Title: _____

Signature: _____ Date: _____

THE ABOVE SIGNED OFFICER OF _____ *(name of entity)*
WARRANTS AND REPRESENTS THAT ALL NECESSARY LEGAL AND CORPORATE ACTIONS HAVE BEEN DULY UNDERTAKEN TO PERMIT _____ *(name of applicant)* TO SUBMIT THIS APPLICATION AND THAT THE ABOVE SIGNED OFFICER HAS BEEN DULY AUTHORIZED AND INSTRUCTED TO EXECUTE THIS APPLICATION.

Any information submitted to the Benton County Planning Division is subject to public records disclosure law for the State of Washington (RCW Chapter 42.17) and all other applicable law that may require the release of the documents to the public.

PARCEL INFORMATION

1. **Subject property address:** 723 LOWER COUNTY LINE RD

   **City:** PROSSER **State:** WA **ZIP:** _____

2. **Parcel number:** 1-0684-301-2525-003 **3. Acreage:** 3.00

4. **Present use of property:** _____

5. **Access:** ☐ County Road ☐ State Road/Highway ☐ Private Road

6. **Utilities:** *Power:* ☐ Benton PUD ☐ Benton REA ☑ PACIFIC POWER/PACIFICORP

   *Sewer:* ☑ Septic Tank ☐ City Sewer: *(Provider)* _____

   *Water:* ☑ Individual Wells ☐ One well serving 2-4 lots ☐ One well serving 5+ lots

   ☐ Private System *(Provider & Address)* _____

   ☐ City System *(Provider)* _____

   *Gas:* ☑ No ☐ Yes: *(Provider)* _____

   *Cable:* ☑ No ☐ Yes: *(Provider)* _____

   *Phone:* ☐ No ☐ Yes: *(Provider)* _____

   *Irrigation:* ☐ No ☐ Private ☑ District: *(Provider)* SVID

REQUEST DESCRIPTION

7. **Describe the proposed portion of the plat to be vacated:** ~~E~~ NORTHERN MOST EASEMENTS ON SHORT PLAT 2525

8. **List other parcels that may be affected by this request:** 106843012525001 106843012525002 106843012525004

9. **Give a detailed explanation for the vacation request:** SEE ATTACHED FORM #1

*(FOR STAFF USE ONLY)* *Access:* Y N *Application Complete:* Y N

*Critical Areas:* N Y: _____ *Zoning:* _____

*Reviewed by:* _____ *Date:* _____

Any information submitted to the Benton County Planning Division is subject to public records disclosure law for the State of Washington (RCW Chapter 42.17) and all other applicable law that may require the release of the documents to the public.

Approval Attachment - for Short Plat Vacation Application_____

Short Plat 2525

The undersigned hereby fully consent to the requested Short Plat Vacation Application of N. Todd Thornock and Sandra Thornock, namely to request the Access easement for this short plat to be shifted 10' North to the northernmost border of the short plat and of each of the respective properties. The access easement will now occupy (or overlap) the same space as the County created 10' utility easement. The actual utility easement that Pacific Power (Electric provider) holds is not in the designated area of the Short plat, but in fact is on the property to the north of the short plat, so will be unaffected.

_____ Micah Koopman

_____ Corryn Koopman

Parcel **106843012525001** **(Lot 1 of Short Plat)**

Address: 791 S. Lower County Line Rd. Prosser

_____ Steven Greydanus

_____ Letitia Greydanus

Parcel **106843012525002** **(Lot 2 of Short Plat)**

Address: 717 S. Lower County Line Rd. Prosser

_____ Christen S. Gray

Parcel **106843012525004** **(Lot 4 of Short Plat)**

Address: 729 S. Lower County Line Rd. Prosser

Short Plat Vacation Application _____ **Form #1**

Currently a County created utility easement of 10' in width runs the length of the northern border of the Short Plat 2525. This is illustrated on the short plat by a 15' area from the northernmost border. This easement is bordered on the south of the utility easement with another parallel easement, namely a 30' access easement. By having these easements side by side, an area of 45' on the north of all parcels is dedicated and involved in the short plat as it is currently drawn, but not as it is currently used.

This request is actually not a "vacation" request, but a request to have the short plat accurately show the existing use by having the 30' access easement shifted north by 15' to the northernmost border of the short plat, so as to occupy the same space as the county created utility easement. This will then allow both easements to occupy the same northernmost 30' of the short plat, (instead of 45'). This will allow for only the northernmost 30' of each parcel to be dedicated to the 10' utility easement and the 30' access easement. The short plat calls out a requirement that at least 20' of the access easement be a gravel substrate for the entire length. This requirement was met in the year 2000, but the road was established not in the area shown on the short plat for the access easement, but in the northernmost 20' of the properties. In fact the access road created is already in the area where the county created utility easement is shown on the short plat. This request will essentially change the placement of the access easement on the short plat from where it is currently drawn to the actual existing usage of the properties. The reason for this request is to allow the flat portion of the parcel to be more fully utilized, to bring the drawn representation of the short plat to match the actual existing usage over the past 20+ years, and to allow for an existing carport to be in compliance.

I was advised to get permission from the electric utility regarding the proposal of allowing the two easements to overlap. In the process of obtaining permissions from the electric power provider (PacifiCorp/Pacific Power), it was made clear that the easements the utility established in 1969 are actually not positioned on Short Plat 2525, but instead on the property immediately north of our short plat. I spoke with and emailed Jim Palmer who is the "Right of Way" manager for PacifiCorp. Regarding our conversation, he stated that the easements they hold are not on our short plat, but is in fact on the property to the north. As such, their utility easement would be completely unaffected by the proposed change in the easement as drawn by the county. He then emailed the following:

"Our easements are actually on the property north of yours. The 30' access and 15' utility easements are dedicated by the county. PacifiCorp/Pacific Power has no objection to your proposal."

SVID has already upgraded all properties on this short plat. The new enclosed system upgrade was the responsibility of each parcel owner after SVID installed the new distribution station on the property North of this short plat.. The underground distribution piping to each lot has already been installed approximately 15' from the northern border of all parcels, and well withing the access easement before or after the proposed shifting of the access easement to the North.

Also attached is the signature (approval) sheet listing approval signatures from each of the 3 other parcel owners, including the parcel numbers and addresses for all other parcels affected by the short plat vacation request.

**Community Development Department**
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.bentoncountywa.gov

**Planning Division**
(509) 786-5612
102206 E Wiser Parkway, Kennewick WA 99338
planning.department@co.benton.wa.us

NOTICE OF PUBLIC HEARING

NOTICE OF HEARINGS BEFORE THE BENTON COUNTY BOARD OF COMMISSIONERS in the matter of County Planning:

NOTICE IS HEREBY GIVEN that the Board of County Commissioners will hold public hearings on the following applications on January 23, 2024, at 9:00 a.m. in the Commissioners Meeting Room, Third Floor, Courthouse, Prosser WA. Participation in the meeting will be offered in person and virtually. To find information regarding testifying and on virtual attendance options please use this link: https://tinyurl.com/BENCOHRG.

SPV 2023-003 - A Short Plat Vacation application by Todd/Sandra Thornock to vacate and then relocate the 30 foot private access easement and turnaround located on lots 1-4 of Short Plat 2525. The 30-foot access easement and turnaround will be relocated 15-feet north of the existing easement to be immediately adjacent to the northern property line. The subject properties are located east of Lower County Line Road on Lots 1 through 4 of Short Plat 2525 in Prosser WA, in Section 06, Township 08 North, Range 24 East, W.M., parcel numbers: 106843012525001, 106843012525002, 106843012525003, 106843012525004.

SPV 2023-004 - A Short Plat Vacation application by Delicia Olsen to vacate the existing 50 foot Drainage easement located on Lot 1 of Short Plat 650 and to relocate it with a new engineered drainage easement to run diagonally from the southwest corner to the northeast corner of the property. The subject property is located off 903 PR SE south of Badger Road on Lots 1 of Short Plat 1505 in Kennewick WA in Section 21, Township 08 North, Range 28 East, W.M., parcel number 121881011505003.

All concerned persons may attend the meeting in person or virtually appear and present any support for or objection to the applications or provide written testimony to the Board of County Commissioners in care of the Planning Division before the date of the hearing. Written testimony will need to be submitted to the Benton County Planning Division, 102206 E Wiser Parkway, Kennewick WA 99338 by 3 p.m. Monday January 22, 2024.

Further information regarding these applications and copies of the proposal are available at no cost from the Benton County Planning Division, 102206 E Wiser Parkway, Kennewick WA 99338. Telephone: (509) 786-5612 or on our website at https://tinyurl.com/BCpublicnotice.

BASED ON THE TESTIMONY presented at the public hearings, the Board of County Commissioners may approve, disapprove or they may make changes to the short plat vacation applications. Any information submitted to the Benton County Planning Division is subject to public records disclosure law for the State of Washington (RCW Chapter 42.56) and all other applicable law that may require the release of the documents to the public.

DATED this 4th day of January 2024.

JEROME DELVIN, Chairman
BENTON COUNTY COMMISSIONERS

Michelle Mercer, Planning Manager
Planning Division
Benton County Community Development Department

PUBLISH: January 10, 2024

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | January 23, 2024 **Memo Date:** January 10, 2024 |
| **Subject:** | Short Plat Vacation – SPV 2023-004 Olsen |
| **Presenter:** | Andrea Watts, Senior Planner and Michelle Mercer, Planning Manager |
| **Prepared By:** | Andrea Watts |
| **Reviewed By:** | Michelle Mercer |
| **PA Review, Approval to Form:** | ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)* |

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

## Summary / Background Information

On August 27, 1985, Short Plat 1505 was recorded under Auditor Fee Number 1985-011163, creating two residential lots off Badger Road, in the Kennewick area of unincorporated Benton County. The short plat also created a fifty (50) foot drain easement across both lots.

The applicant, Delicia Olsen, is requesting the vacation and relocation of the 50' drain easement located on Lot 1 of Short Plat 1505. The applicant is proposing to record a new ten (10) foot drain easement on Lot 1 beginning in the southwest corner of the parcel and running 45 degrees terminating in the northeast corner of the parcel. Owners of property within 300 feet of the subject parcel and all concerned agencies were notified of the proposed vacation with comments received from the Kennewick Irrigation District and Benton County Public Works Department.

## Fiscal Impact

**Amount:** **None**
**Fund:** **None**

## Recommendation

It is the recommendation of the Planning Division that the Board of County Commissioners conduct a public hearing, and based on the testimony received, either approve or deny the request. The Planning Division, based on the information received thus far, is recommending approval of the vacation of the 50' drain easement located on Lot 1 of Short Plat 1505, with the condition that the applicant shall record a new drain easement. The applicant shall provide the Benton County Planning Division with a copy of the recorded document(s), prior to the signing of the resolution by the Board of County Commissioners. The document must be recorded within one year of the date of approval by the Benton County Board of Commissioners or this approval will be null and void.

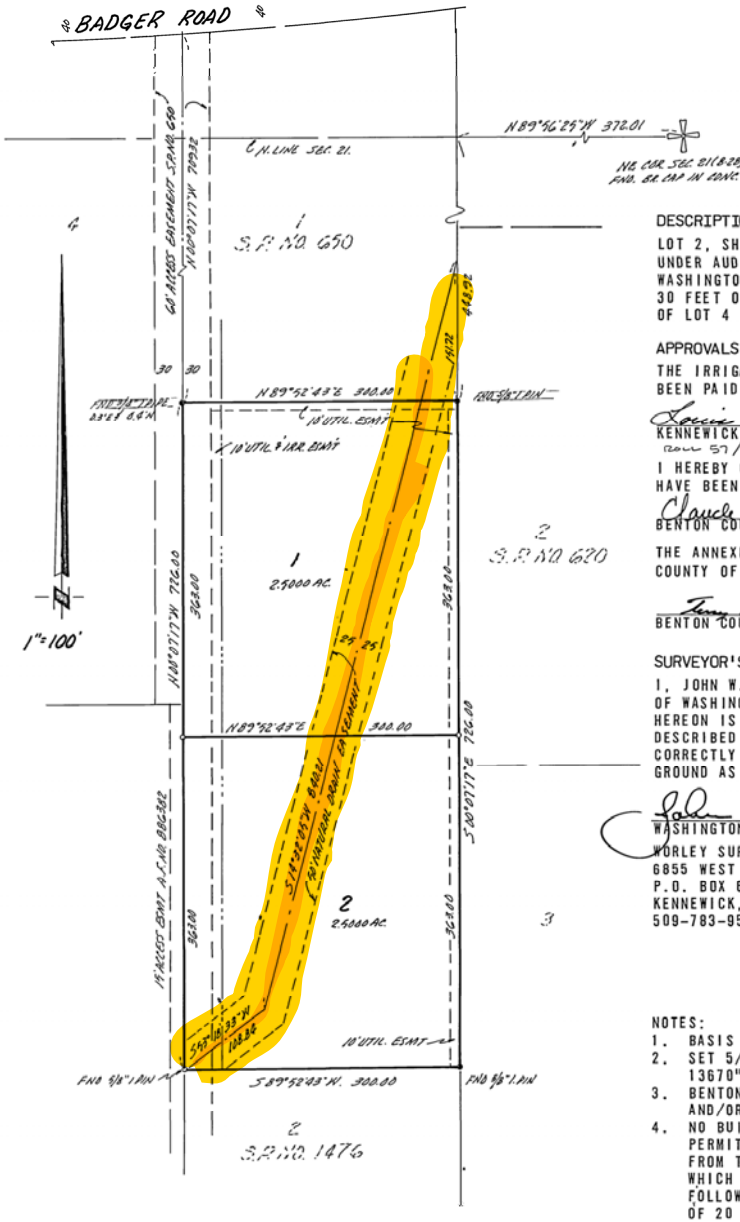
## Suggested Motion

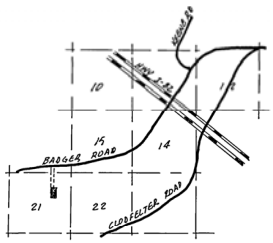
I move to approve the vacation of the 50' drain easement located on Lot 1 of Short Plat 1505, with the condition that the applicant record a new drain easement within one year with the Benton County Auditor.

SPV 2023-004 - Vicinity Map Olsen
Badger Rd
Badger Rd
Badger Rd
887 PR SE
903 PR SE
918 PR SE
932 PR SE
932 PR SE
932 PR SE
SITE
116884010789004
116884020005002
116884012278001
121881012660004
121881010554001
121881000001001
121881012278002
121881010554002
121881000003001
121881010554003
121881012866001
121881010554004
121881000003002
121881010557001
121881012866002
121881010557005
121881000004004
121881011505002
121881010620008
121881010557004
121881012174002
121881012174001
121881011700001
121881010620007
115883010014003
122882010014007
122882010014008
122882010014001
122882010014003
122882010014006
122882013296001
122882013296004
122882013181009
122882013181013

# SHORT PLAT NO. 1505

PORTION E½ NE¼ SECTION 21, T.8N., R.28E., W.M.
PREPARED UNDER BENTON COUNTY SHORT PLAT ORDINANCE NO. 103




VICINITY MAP
NO SCALE

## DESCRIPTION

LOT 2, SHORT PLAT 650, ACCORDING TO SURVEY THEREOF RECORDED UNDER AUDITOR'S FILE NO. 779130, RECORDS OF BENTON COUNTY, WASHINGTON, TOGETHER WITH AN ACCESS EASEMENT OVER THE WEST 30 FEET OF LOT 1 OF SAID SHORT PLAT, AND THE EAST 30 FEET OF LOT 4 OF SAID SHORT PLAT.

## APPROVALS

THE IRRIGATION ASSESSMENTS ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 1985.

Lewis R. McCollum — PLOTTING & ENGINEERING EXAMINER — 5/24/85
KENNEWICK IRRIGATION DISTRICT — TITLE — DATE
Book 57 / Page 265-17

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 1985.

Claude L. Orwin by G. Von Moos — 8-27-85
BENTON COUNTY TREASURER — DATE

THE ANNEXED SHORT PLAT IS HEREBY APPROVED BY AND FOR THE COUNTY OF BENTON, STATE OF WASHINGTON.

Terry A. Monk — 8/26/85
BENTON COUNTY SHORT PLAT ADMINISTRATOR — DATE

## SURVEYOR'S CERTIFICATE

I, JOHN W. BECKER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THE SHORT PLAT AS SHOWN HEREON IS BASED ON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED AND THAT ALL ANGLES, COURSES AND DISTANCES ARE CORRECTLY SHOWN AND THAT SAID SHORT PLAT IS STAKED ON THE GROUND AS INDICATED HEREON.

John W. Becker — MAY 24, 1985
WASHINGTON REG. NO. 13670 — DATE

WORLEY SURVEYING SERVICE INC., P.S.
6855 WEST CLEARWATER AVENUE SUITE K
P.O. BOX 6132
KENNEWICK, WASHINGTON 99336
509-783-9576

JOHN W. BECKER — STATE OF WASHINGTON — REGISTERED PROFESSIONAL LAND SURVEYOR

## NOTES:

1. BASIS OF BEARING: SHORT PLAT NO. 650
2. SET 5/8" IRON PINS WITH PLASTIC CAPS MARKED "WORLEY 13670" AT ALL CORNERS UNLESS NOTED OTHERWISE.
3. BENTON COUNTY IS NOT RESPONSIBLE FOR THE CONSTRUCTION AND/OR MAINTENANCE OF ACCESS EASEMENTS.
4. NO BUILDING PERMIT OR MANUFACTURED HOME PLACEMENT PERMIT SHALL BE ISSUED UNTIL THE ACCESS EASEMENT FROM THE COUNTY, CITY OR STATE ROAD TO THE LOT FOR WHICH THE PERMIT IS REQUESTED HAS BEEN IMPROVED TO THE FOLLOWING STANDARDS: GRADING AND COMPACTING TO A WIDTH OF 20 FEET WITH 2 INCHES CRUSHED ROCK SURFACE.
5. BENTON COUNTY IS NOT RESPONSIBLE FOR THE CONSTRUCTION, MAINTENANCE OR REPAIR OF STORM DRAINAGE FACILITIES LOCATED OUTSIDE COUNTY ROAD RIGHTS OF WAY.

## OWNER'S CERTIFICATE

WE, ELIZABETH E. SIPE, EDWIN L. REINKING AND ELAINE REINKING, HUSBAND AND WIFE, DENNIS I. KELLOGG AND LESLEY KELLOGG, HUSBAND AND WIFE, AND RICHARD G. UTLEY AND LINDA S. UTLEY, HUSBAND AND WIFE, HEREBY CERTIFY THAT WE ARE THE OWNER'S OF THE TRACT OF LAND DESCRIBED HEREON AND THAT WE HAVE CAUSED SAID LAND TO BE SURVEYED AND PLATTED INTO LOTS AS SHOWN AND THE EASEMENTS ON THE SHORT PLAT ARE GRANTED FOR THE USES SHOWN THEREON.

Elizabeth E. Sipe
ELIZABETH E. SIPE

Edwin L. Reinking — Elaine Reinking
EDWIN L. REINKING — ELAINE REINKING

Dennis I. Kellogg — Lesley Kellogg
DENNIS I. KELLOGG — LESLEY KELLOGG

Richard G. Utley — Linda S. Utley
RICHARD G. UTLEY — LINDA S. UTLEY

## ACKNOWLEDGEMENTS

STATE OF UTAH )
COUNTY OF Davis ) ss

I, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, HEREBY CERTIFY THAT ON THE 30th DAY OF May, 1985 A.D., PERSONALLY APPEARED BEFORE ME ELIZABETH E. SIPE TO ME KNOWN TO BE THE INDIVIDUAL WHO SIGNED THE SAME AS HER FREE AND VOLUNTARY ACT AND DEED.
IN WITNESS WHEREOF I HAVE SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

Leland Erickson — LELAND ERICKSON NOTARY PUBLIC STATE OF UTAH COMMISSION EXPIRES 8-8-88
NOTARY PUBLIC IN AND FOR THE STATE OF UTAH
RESIDING AT Bountiful — MY COMMISSION EXPIRES 8/8/88

STATE OF WASHINGTON)
COUNTY OF BENTON ) ss

I, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, HEREBY CERTIFY THAT ON THE 20 DAY OF May, 1985 A.D., PERSONALLY APPEARED BEFORE ME EDWIN L. REINKING AND ELAINE REINKING, HUSBAND AND WIFE, TO ME KNOWN TO BE THE INDIVIDUALS WHO SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED.
IN WITNESS WHEREOF I HAVE SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

David B. Christensen
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT Pasco — MY COMMISSION EXPIRES 7/1/86

STATE OF WASHINGTON)
COUNTY OF BENTON ) ss

I, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, HEREBY CERTIFY THAT ON THE 22 DAY OF May, 1985 A.D., PERSONALLY APPEARED BEFORE ME DENNIS I. KELLOGG AND LESLEY KELLOGG, HUSBAND AND WIFE, TO ME KNOWN TO BE THE INDIVIDUALS WHO SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED.
IN WITNESS WHEREOF I HAVE SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

David B. Christensen
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT Pasco — MY COMMISSION EXPIRES 7/1/86

STATE OF WASHINGTON)
COUNTY OF BENTON ) ss

I, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, HEREBY CERTIFY THAT ON THE 16 DAY OF May, 1985 A.D., PERSONALLY APPEARED BEFORE ME RICHARD G. UTLEY AND LINDA S. UTLEY, HUSBAND AND WIFE, TO ME KNOWN TO BE THE INDIVIDUALS WHO SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED.
IN WITNESS WHEREOF I HAVE SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

David B. Christensen
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT Pasco — MY COMMISSION EXPIRES 7/1/86

## AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF RICHARD G. UTLEY AT 18 MINUTES PAST 8 A.M., THIS 27th DAY OF August, 1985, AND RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 1505, RECORDS OF BENTON COUNTY, WASHINGTON.

Verner Miller by Ida Mains — 85-11163
BENTON COUNTY AUDITOR — FEE NUMBER

85-67

**Community Development Department**
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.co.benton.wa.us

**Planning Division**
(509) 786-5612
Planning.department@co.benton.wa.us
102206 E Wiser Parkway, Kennewick, WA 99338

RECEIVED
DEC 05 2023
Benton County
Planning Division

# SHORT PLAT VACATION APPLICATION

*Application No.* SPV 2023-004

APPLICANT INFORMATION

*Please check the box indicating primary contact person for this application*

☐ **Applicant/Agent**: Delicia Olsen

Mailing Address: 506 Rome Ct. City: Richland

State: WA ZIP: 99352 Phone: (509) 366-8222 Work: _____

Email Address: Msdelirene@hotmail.com

Signature: Delicia Olsen Date: ~~11-28-23~~ 12-6-23

☐ **Property Owner(s)** *(if different)*: same - see title paperwork - closed 12/6/23

Mailing Address: _____ City: _____

State: _____ ZIP: _____ Phone: _____ Work: _____

Email Address: _____

Signature: _____ Date: _____

**Signatures of Persons with Additional Ownership Interest**:

| Print Name | Signature | Date |
|---|---|---|
| Greg Olsen | | 12-6-23 |
| | | |
| | | |

***If the property is owned by a corporation, trust, partnership or LLC please complete the entity signature block below showing that the person signing has the authority to sign on behalf of the company.***

ENTITY SIGNATURE BLOCK

**Applicant/Legal Owner**: ~~Delicia Olsen~~

Officer name: _____

Title: _____

Signature: _____ Date: _____

THE ABOVE SIGNED OFFICER OF _____ *(name of entity)*

WARRANTS AND REPRESENTS THAT ALL NECESSARY LEGAL AND CORPORATE ACTIONS HAVE BEEN DULY UNDERTAKEN TO PERMIT _____ *(name of applicant)* TO SUBMIT THIS APPLICATION AND THAT THE ABOVE SIGNED OFFICER HAS BEEN DULY AUTHORIZED AND INSTRUCTED TO EXECUTE THIS APPLICATION.

Any information submitted to the Benton County Planning Division is subject to public records disclosure law for the State of Washington (RCW Chapter 42.17) and all other applicable law that may require the release of the documents to the public.

PARCEL INFORMATION

1. **Subject property address:** TBD S 903 PRSE lot 1

   **City:** Kennewick **State:** WA **ZIP:** 99338

2. **Parcel number:** 1-2188-101-1505-003 **3. Acreage:** 2.5

4. **Present use of property:** Residential - no structures built yet

5. **Access:** ☐ County Road ☐ State Road/Highway ☒ Private Road

6. **Utilities:** *Power:* ☐ Benton PUD ☐ Benton REA

   *Sewer:* ☐ Septic Tank ☐ City Sewer: *(Provider)* _____

   *Water:* ☐ Individual Wells ☐ One well serving 2-4 lots ☐ One well serving 5+ lots

   none yet power to lot but no hookup yet

   ☐ Private System *(Provider & Address)* _____

   ☐ City System *(Provider)* _____

   *Gas:* ☐ No ☐ Yes: *(Provider)* _____

   *Cable:* ☐ No ☐ Yes: *(Provider)* _____

   *Phone:* ☐ No ☐ Yes: *(Provider)* _____

   *Irrigation:* ☐ No ☐ Private ☐ District: *(Provider)* _____

REQUEST DESCRIPTION

7. **Describe the proposed portion of the plat to be vacated:** 50 foot wide drainage easement running south → northeast through middle of property

8. **List other parcels that may be affected by this request:** _____

9. **Give a detailed explanation for the vacation request:** according to engineer's report there is no current drainage through area of easement - drainage more likely near west edge of property. Current easement creates substantial difficulties for building any type of residential structure on property. southeast corner of lot is desired location for future house/garage.

***(FOR STAFF USE ONLY)*** *Access: Y N* *Application Complete: Y N*

*Critical Areas: N Y:* _____ *Zoning:* _____

*Reviewed by:* _____ *Date:* _____

Any information submitted to the Benton County Planning Division is subject to public records disclosure law for the State of Washington (RCW Chapter 42.17) and all other applicable law that may require the release of the documents to the public.

**Community Development Department**
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.bentoncountywa.gov

**Planning Division**
(509) 786-5612
102206 E Wiser Parkway, Kennewick WA 99338
planning.department@co.benton.wa.us

NOTICE OF PUBLIC HEARING

NOTICE OF HEARINGS BEFORE THE BENTON COUNTY BOARD OF COMMISSIONERS in the matter of County Planning:

NOTICE IS HEREBY GIVEN that the Board of County Commissioners will hold public hearings on the following applications on January 23, 2024, at 9:00 a.m. in the Commissioners Meeting Room, Third Floor, Courthouse, Prosser WA. Participation in the meeting will be offered in person and virtually. To find information regarding testifying and on virtual attendance options please use this link: https://tinyurl.com/BENCOHRG.

SPV 2023-003 - A Short Plat Vacation application by Todd/Sandra Thornock to vacate and then relocate the 30 foot private access easement and turnaround located on lots 1-4 of Short Plat 2525. The 30-foot access easement and turnaround will be relocated 15-feet north of the existing easement to be immediately adjacent to the northern property line. The property is located east of Lower County Line Road on Lot 3 of Short Plat 2525 in Prosser WA, in Section 06, Township 08 North, Range 24 East, W.M., parcel number 106843012525003.

SPV 2023-004 - A Short Plat Vacation application by Delicia Olsen to vacate the existing 50 foot Drainage easement located on Lot 1 of Short Plat 1505 and relocate it with a new 50 foot drainage to run diagonally from the southwest corner to the northeast corner of the property. The subject property is located off 903 PR SE south of Badger Road on Lot 1 of Short Plat 1505 in Kennewick WA in Section 21, Township 08 North, Range 28 East, W.M., parcel number 121881011505003.

All concerned persons may attend the meeting in person or virtually appear and present any support for or objection to the applications or provide written testimony to the Board of County Commissioners in care of the Planning Division before the date of the hearing. Written testimony will need to be submitted to the Benton County Planning Division, 102206 E Wiser Parkway, Kennewick WA 99338 by 3 p.m. Monday January 22, 2024.

Further information regarding these applications and copies of the proposal are available at no cost from the Benton County Planning Division, 102206 E Wiser Parkway, Kennewick WA 99338. Telephone: (509) 786-5612 or on our website at https://tinyurl.com/BCpublicnotice.

BASED ON THE TESTIMONY presented at the public hearings, the Board of County Commissioners may approve, disapprove or they may make changes to the short plat vacation applications. Any information submitted to the Benton County Planning Division is subject to public records disclosure law for the State of Washington (RCW Chapter 42.56) and all other applicable law that may require the release of the documents to the public.

DATED this 4th day of January 2024.

JEROME DELVIN, Chairman
BENTON COUNTY COMMISSIONERS

Michelle Mercer, Planning Manager
Planning Division
Benton County Community Development Department

PUBLISH: January 10, 2024

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | **January 23, 2024** **Memo Date:** January 4, 2023 |
| **Subject:** | Benton County Land Use and Comprehensive Plan -Public Participation Plan |
| **Presenter:** | Greg Wendt, Director Community Development Department |
| **Prepared By:** | Greg Wendt |
| **Reviewed By:** | Greg Wendt |

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

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

## Summary / Background Information

RCW 36.70A.130 (2) (a) requires that local governments establish a public participation program for the review and update of its comprehensive plans and development regulations.

Each county and city shall establish and broadly disseminate to the public a public participation program consistent with RCW 36.70A.035 and 36.70A.140 that identifies procedures and schedules whereby updates, proposed amendments, or revisions of the comprehensive plan are considered by the governing body of the county or city no more frequently than once every year.

The application proposes an update to the Benton County Public Participation Program. The actions subject to the program include the Comprehensive Plan Periodic Updates (10-year cycle), Comprehensive Plan Amendments (Annual cycle), and amendments to the County's Development Regulations including zoning, subdivision, and critical areas.

Opportunities for public involvement will be provided to encourage early and continuous public participation. Citizens are encouraged to actively participate by attending advertised public meetings, workshops, and hearings, of the Benton County Hearings Examiner, Planning Commission and Benton County Board of Commissioners, visiting Benton County's website, or contacting planning staff.

The Planning Division will use a variety of methods to inform the public about any open public forums, workshops, public hearings, the availability of relevant planning documents, important milestones related to the specific project. Staff will perform research and analyses, preparation, and response to comments, and will facilitate the workshops, meetings, and hearings, which are open to the public for comment.

Specific project programs (such as periodic updates of various plans and documents) will adopt their own PPP document, adoption schedules and addendums specific to the project and will show when public hearings are likely to be held.

The public participation plan has been reviewed by both Planning Staff and the Benton County Prosecuting Attorney's office.

## Fiscal Impact

N/A

## Recommendation

Approval of the Benton County Public Participation Program for updates to the County's Comprehensive Plan and development regulations.

## Suggested Motion

The Board of County Commissioners approve the proposed Benton County Public Participation Program as presented in accordance with the Growth Management Act and RCW 36.70A.130.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY PLANNING RE: BENTON COUNTY PUBLIC PARTICIPATION PROGRAM FOR THE REVIEW AND UPDATE OF THE BENTON COUNTY COMPREHENSIVE PLAN AND DEVELOPMENT REGULATIONS.

WHEREAS, RCW 36.70A.130 (2) (a) requires that local governments establish a public participation program for the review and update of its comprehensive plans and development regulations; and,

WHEREAS, RCW 36.70A.130 (2) (a) further requires each county and city shall establish and broadly disseminate to the public a public participation program consistent with RCW 36.70A.035 and 36.70A.140 that identifies procedures and schedules whereby updates, proposed amendments, or revisions of the comprehensive plan are considered by the governing body of the county or city no more frequently than once every year; and

WHEREAS, the proposed update to the Benton County Public Participation Program is to be consistent with RCW 36.70A.130(2); and,

WHEREAS, the land use actions subject to the program include the Comprehensive Plan Periodic Updates (10-year cycle), Comprehensive Plan Amendments (Annual cycle), and amendments to the County's Development Regulations including zoning, subdivision, and critical areas; and,

WHEREAS, the legal notification for update to the public participation program was given pursuant to RCW 36.70.590; and,

WHEREAS, the Board of County Commissioners did conduct an open record hearing on January 9, 2024 at 9:00 a.m. in the Commissioners' Meeting Room, Justice Center, Kennewick, Washington 99336 to consider update to the public participation program; and,

WHEREAS, the Board of County Commissioners considered the staff recommendation, all evidence and testimony submitted at the public hearing and after discussion voted to recommend approval to update the public participation program; NOW, THEREFORE;

BE IT RESOLVED that the Board of County Commissioners, Benton County, Washington hereby approves the attached Benton County Public Participation Plan and that said Plan will take effect and be in full force immediately upon its passage and adoption.

Dated this 23rd day of January 2024.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Commissioner

Attest: _____
Clerk of the Board

Constituting the Board of county Commissioners of Benton County Washington

PLN/PA/BCC GJW

# BENTON COUNTY
# COMPREHENSIVE PLAN & DEVELOPMENT REGULATIONS
# PUBLIC PARTICIPATION PLAN/PROGRAM

This document specifies how Benton County will engage and inform its citizenry during Benton County's efforts to update and amend the Comprehensive Plan and development regulations. Updates and amendments to the Plan and development regulations are necessary to reflect current laws, local needs, new data, correct errors, and/or clarify intent.

RCW 36.70A.130(2)(a) requires that local governments establish a public participation program (Program or PPP) for the review and update of their Comprehensive Plans and development regulations. In establishing a Program, Benton County seeks to ensure the following:

1. That notice of update process is broadly and effectively disseminated (RCW 36.70A.140);

2. That the notice identifies the procedures and schedules by which updates will be considered ; and

3. That the Program provides for early and continuous public participation (RCW 36.70A.140).

This Program describes the steps that Benton County will take to involve the county residents in decisions regarding proposed Comprehensive Plan and development regulations. The goal is to provide the public with timely information, an understanding of the process, and the opportunity to review and comment on decisions regarding the proposed changes to the Comprehensive Plan and zoning regulations before they are made.

## TYPE OF ACTIONS SUBJECT TO THIS PROGRAM

Benton County's Growth Management Act (GMA) long-range planning activities include amendments and revisions to the Comprehensive Plan and development regulations that implement the plan. The process for these activities is a "bottom up" effort, involving early and continuous public participation throughout the planning process. During the process, the Planning Commission and County Commissioners consider public input via public testimony and written comments. Below are descriptions of each of the County's GMA long-range planning activities for which the public has opportunity to participate.

### Comprehensive Plan Periodic Update:

Benton County's Comprehensive Plan is the starting point for any planning process and the centerpiece of local planning. This long-range planning document contain goals and policies, which are intended to guide concerning future land use, community services and facilities, parks and recreation, environmentally sensitive areas and rural lands, and economic development for the County. The GMA requires the County to periodically review and, if needed, revise its Comprehensive Plan and development regulations every ten years to respond to changes in state law and to new information about land use, community needs, and population growth. As Benton County continues to grow and change, the County's Comprehensive Plan is intended to change and reflect the needs and vision of the County. The Planning Commission reviews and makes formal recommendations to the County Commissioners on proposed Comprehensive Plan updates and their associated development regulations. Consistent with the GMA, the County will provide notice of periodic update amendments and revisions to the Comprehensive Plan, community plans, and implementing development

regulations. The public will have opportunities for involvement and is encouraged to participate in the periodic update process. Public participation opportunities may be expanded and tailored to the proposed updates depending on the nature and scope of the updates.

### Comprehensive Plan Amendments:

Pursuant to RCW 36.70A.130(2) and BCC 16.14, amendments to the Benton County's Comprehensive Plan are considered each year (annually) and any concurrent change to development regulations must be consistent with and implement the Comprehensive Plan. The County may consider amendments more frequently than one time per year under the following circumstances:

(a) The initial adoption or subsequent update of a subarea plan;

(b) Adoption or amendment of a shoreline master program;

(c) The amendment of the capital facilities element;

(d) Whenever an emergency exists; and

(e) To resolve an appeal of a provision within the Comprehensive Plan.

### Comprehensive Plan Amendments- Urban Growth Area Boundaries:

As detailed in BCC 16.14, an application to amend the County's Comprehensive Plan to revise the boundaries of an Urban Growth Area may only be submitted by the city whose Urban Growth Area is subject to the application. Applications to amend Urban Growth Area boundaries are only accepted every five (5) years.

### Amendments to the County's Development Regulations:

The Benton County Comprehensive Plan sets the policy framework for accommodating and directing growth and development in unincorporated portions of the County and, in turn, serves as the basis for development regulations such as zoning and permit requirements. Development regulations are the controls placed on development or land use activities by the County, including, but not limited to, zoning, subdivisions, and critical areas, etc. These regulations implement the Comprehensive Plan and must be consistent with the Comprehensive Plan. New or amendments to development regulations may be initiated by planning staff, the public, County Commissioners, or the Planning Commission. The County will hold at least one public hearing to receive public comment before the Planning Commission and County Commissioners, and each public meeting will have a notice of hearing published in accordance with the Open Public Meetings Act and the GMA.

Rezones or proposed amendments to the County development regulations may be updated more frequently than an annual basis provided that such updates are consistent with the Comprehensive Plan.

## CITIZEN PARTICIPATION

Opportunities for public involvement will be provided to encourage early and continuous public participation. Citizens are encouraged to actively participate by attending advertised public meetings, workshops, and hearings of the Benton County Planning Commission and Benton County Board of Commissioners, visiting Benton County's website, or contacting planning staff.

Benton County Planning Division staff will perform research and analyses, preparation, and response

to comments, and will facilitate the workshops, meetings and hearings, which are open to the public for comment. Specific project programs (such as periodic updates of various plans and documents) will adopt their own PPP document, adoption schedules and addendums specific to the project and will show when public hearings are likely to be held.

## CITIZEN COMMENTS

Written comments are welcome throughout any project process. Opportunities for public input will be provided at public hearings before the Benton County Planning Commission and/or the Board of Benton County Commissioners. All written comments should be sent to the Benton County Planning Division, P.O. Box 910, Prosser, WA 99350-0910

*Meeting Participants*

- *Residents*
- *Property Owners*
- *Businesses*
- *Non-profit Groups*
- *Governmental Agencies*

## WEB PAGE

The Benton County Planning Division will provide and maintain a web page for the public to follow the progress of specific projects. Interested County residents may go to the Planning Division's website at http:/tinyurl.com/BCplandept for informational updates, i.e., hearing, meeting, and adoption notices, agendas, and other project information. Located on the Planning Division's webpage is a link for commenting on a planning project or to be put on a specific email list.

## MAILING LIST

Benton County maintains and will utilize a list of interested persons and organizations who have requested to receive notices of specific projects. Noticing by email is the preferred method but notice may be provided by mail. Individuals and organizations interested in being placed on the mailing list should contact the Benton County Planning Division, at (509) 786-5612 in Prosser or (509) 783-3086 from the Tri-Cities or use the website link mentioned in the paragraph above.

## NOTIFICATIONS AND DISSEMINATION OF HEARINGS AND ADOPTIONS

Public notice of all public hearings and adoptions will be published in the official County newspaper in the classified section. Public notification of all hearings will be provided at least 10 days before the date of the hearing. The notice shall include the date, time, location, and purpose of the hearing. If required, public notification on County adoption of specific projects or development regulations shall be published in the official County newspaper following adoption (normally within 10 days). The date of publication of such notices shall initiate a 60-day appeal period pursuant to RCW 36.70A.290 (2). All meeting and hearings before the Benton County Planning Commission and Board of County Commissioners will be audio recorded. Meeting minutes will be made available on the County's internet site after final approval. All persons desiring to speak will be allowed to do so, consistent with time constraints. All comments whether oral or written and recommendations of the public will be considered.

The County will identify methods for remote public participation for all public hearings (for example, on-line or telephonic participation).

## ADDITIONAL PUBLIC INVOLVEMENT METHODS

In addition to the public participation procedures described above, Benton County may utilize the following means to increase public involvement and to disseminate information:

(a) Additional Meetings: Benton County may elect to hold additional meetings if it is determined that more meetings are needed to provide project information and/or provide additional opportunities for gathering public comments and public participation.

(b) Information Sheets: Benton County may utilize one or two-page information sheets to facilitate the dissemination of public information.

(c) Access to Staff: Benton County will have staff available to answer questions and provide information on specific projects. Staff may also be available to meet with civic groups, as work schedules allow.

(d) Posting the property for site-specific proposals

## PROJECT FILES

An official project file containing project materials will be available for public inspection during regular business hours Monday through Friday, 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m., at the Public Services Building, 102206 E. Wiser Parkway, Kennewick WA 99338

## WHO CAN I CONTACT FOR MORE INFORMATION?

For more information, please contact the Planning Division Staff by calling (509) 786-5612.

**Community Development Department**
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.co.benton.wa.us

**Planning Division**
(509) 786-5612
Mail correspondence to our Kennewick Address
planning.department@co.benton.wa.us

# NOTICE OF PUBLIC HEARING

NOTICE OF HEARING before the Benton County Board of Commissioners in the matter of County Planning: a proposed Public Participation Plan (PPP) that will be used for the Benton County's Comprehensive Plan and Development Regulations; pursuant to Washington State planning law RCW 36.70A.130 & RCW 36.70A.140.

NOTICE IS HEREBY GIVEN that the Board of County Commissioners will hold a public hearing on January 23, 2024, at 9:00 a.m. in the Commissioners Meeting Room, Third Floor, Courthouse, Prosser WA. Participation in this meeting will be offered in person and virtually. To find information regarding testifying and on virtual attendance options please use this link: https://tinyurl.com/BENCOHRG . All concerned persons may attend the meeting in person or virtually appear and present any support for or objection to the application or provide written testimony to the Board of County Commissioners in care of the Planning Division before the date of the hearing.

The Board of County Commissioners will review the Planning Division's recommendation for adoption and receive public testimony and written comments on the proposed Public Participation Plan. The Public Participation Plan may be viewed on the County's website at http://tinyurl.com/BCpublicnotice or copies may be requested by calling, emailing or writing the planning office using the information below.

NOTICE IS FURTHER GIVEN that any comments regarding the Public Participation Plan may be made at the above hearing before the Board of County Commissioners or can be submitted in writing to the Benton County Planning Department, 102206 E Wiser Parkway, Kennewick WA 99338, by 3:00 p.m., January 22, 2024. Comments can also be submitted via email to: planning.department@co.benton.wa.us.

Benton County welcomes full participation in public meetings by all citizens. No qualified individual with a disability shall be excluded or denied the benefit of participating in such meetings. If you wish to use auxiliary aids or require assistance to comment at this public hearing, please contact the Benton County Planning Dept. at 786-5612 or you may request in writing to the above address at least ten days prior to the date of the meeting to make arrangements for special needs.

Dated, this 4th day of January 2024.

Jerome Delvin, Chairman
BOARD OF COUNTY COMMISSIONERS

Michelle Mercer, Planning Manager
Community Development Dept.
Planning Division

Publish: January 10, 2024

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | January 23, 2024 |
| **Subject:** | Grant Award and Client Services Contract with WA State Health Care Authority |
| **Presenter:** | Lt. Kasey Kist |
| **Prepared By:** | Lisa Small |
| **Reviewed By:** | Jeff Aultman; Chief Guerrero; Lt. Kist; Purchasing Depart. |

**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 Resolutions 2023-163, Washington State Health Care Authority (HCA) provided funding to Benton County for an overall amount of $535,090 for the purpose of Medication for Opioid Use Disorder (MOUD) services provided to inmates within the Benton County Jail, with a termination date of September 29, 2023.

HCA provided notice of award to Benton County Corrections Department (BCCD) along with the attached Client Services Contract No. K7291 for MOUD services with a maximum amount of $578,658 to be paid to Benton County with a termination date of September 29, 2024.

The Chief of Corrections recommends accepting the grant funding to keep this important program going within the jail.

HCA is requesting Benton County to sign the Contract first and they will return a fully executed copy to us for our records.

## Fiscal Impact

Revenue: $578,658

Expenditure Fund: 54122 – Prof Svs Opioid Res Treatment – This grant was approved in the 2023-2024 budget process for both Revenue and Expenditures.

## Recommendation

Approve the attached Resolution accepting the grant award from Washington State Health Care Authority for a maximum amount of $578,658 and authorizing the Chairman to sign Contract No. K7291 between Benton County and Washington State Health Care Authority for Opioid Treatment Network.

## Suggested Motion

I hereby move to accept the grant award from Washington State Health Care Authority for a maximum amount of $578,658 for the purpose of Medication for Opioid Use Disorder services provided to inmates within the jail as further outlined in the attached Client Services Contract No. K7291 between Benton County and Washington State Health Care Authority.

# RESOLUTION

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

**IN THE MATTER OF A GRANT AWARD AND CLIENT SERVICES CONTRACT NO. K7291 BETWEEN WASHINGTON STATE HEALTH CARE AUTHORITY AND BENTON COUNTY FOR THE PURPOSE OF OPIOID TREATMENT NETWORK WITHIN THE BENTON COUNTY JAIL**

**WHEREAS,** per Resolution 2023-163, Washington State Health Care Authority (HCA) provided funding to Benton County for an overall amount of $535,090 for the purpose of Medication for Opioid Use Disorder (MOUD) services provided to inmates within the Benton County Jail, with a termination date of September 29, 2023; and

**WHEREAS,** HCA provided notice of award to Benton County Corrections Department (BCCD) along with the attached Client Services Contract No. K7291 for MOUD services with a maximum amount of $578,658 to be paid to Benton County; and

**WHEREAS,** the Chief of Corrections recommends accepting the grant funding to keep this important program going within the jail; **NOW, THEREFORE,**

**BE IT RESOLVED,** the Board of Benton County Commissioners, Benton County, Washington, hereby accepts the grant award from Washington State Health Care Authority for a maximum amount of $578,658 for the purpose of Medication for Opioid Use Disorder (MOUD) services as further outlined in the attached Client Services Contract No. K7291 between Benton County and Health Care Authority; and

**BE IT FURTHER RESOLVED,** the Board hereby authorizes the Chairman or Chairman Pro-Tem to sign said contract between Benton County and Washington State Health Care Authority; and

**BE IT FURTHER RESOLVED,** the term of the attached contract commences September 30, 2023 and shall continue through September 29, 2024.

Dated this 23rd day of January, 2024.

_____
Chairman

_____
Chairman Pro-Tem

Attest.....
Clerk of the Board

_____
Commissioner

Constituting the Board of Commissioners
of Benton County, Washington

Orig: BCCD
cc: Auditor, S. Godinez, Purchasing Dept., HCA

Prepared by: L. Small

| Washington State Health Care Authority | **CLIENT SERVICES CONTRACT for** Opioid Treatment Network | HCA Contract Number: K7291 |
|---|---|---|

**THIS CONTRACT** is made by and between the Washington State Health Care Authority, (HCA) and Benton, County of dba Benton County Corrections Department, (Contractor).

| CONTRACTOR NAME | | CONTRACTOR DOING BUSINESS AS (DBA) | | |
|---|---|---|---|---|
| Benton, County of | | Benton County Corrections Department | | |
| CONTRACTOR ADDRESS Street | | City | State | Zip Code |
| 620 MARKET STREET | | PROSSER | WA | 99350-1300 |
| CONTRACTOR CONTACT | CONTRACTOR TELEPHONE | CONTRACTOR E-MAIL ADDRESS | | |
| Kasey Kist, Custody Lieutenant | 509- 460-4938 | Kasey.Kist@co.benton.wa.us | | |

Is Contractor a Subrecipient under this Contract?

☒YES ☐NO

| HCA PROGRAM | HCA DIVISION/SECTION |
|---|---|
| | Division of Behavioral Health & Recovery (DBHR) |
| HCA CONTACT NAME AND TITLE<br><br>Megan Fowler, Contract Manager | HCA CONTACT ADDRESS<br>Health Care Authority<br>626 8th Avenue SE<br>PO Box 42730<br>Olympia, WA 98504-2730 |
| HCA CONTACT TELEPHONE<br>(360) 725-2019 | HCA CONTACT E-MAIL ADDRESS<br>megan.fowler@hca.wa.gov |

| CONTRACT START DATE | CONTRACT END DATE | TOTAL MAXIMUM CONTRACT AMOUNT |
|---|---|---|
| September 30, 2023 | September 29, 2024 | $578,658 |

PURPOSE OF CONTRACT:
Develop an Opioid Treatment Network (OTN) to support individuals with Opioid Use Disorder. Provide medication for opioid use disorder (MOUD) to individuals with opioid use disorder and provide services to individuals with stimulant use disorder. Ensure warm hand-offs to network providers as needed.

The parties signing below warrant that they have read and understand this Contract and have authority to execute this Contract. This Contract will be binding on HCA only upon signature by both parties.

| CONTRACTOR SIGNATURE | PRINTED NAME AND TITLE | DATE SIGNED |
|---|---|---|
| | Jerome Delvin, Chairman<br>Benton County Commissioner | |
| HCA SIGNATURE | PRINTED NAME AND TITLE | DATE SIGNED |
| | | |

Approved as to Form:

*Jeff Aultman*

Jeff Aultman, Civil DPA

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## Recitals

The State of Washington, acting by and through the Health Care Authority (HCA), seeks to secure Opioid Treatment Network Services; and

Client services, as described in this Contract, are exempt from competitive solicitation (RCW 39.26.125(6)) and Benton, County of dba Benton County Corrections Department (Contractor) seeks to provide such services.

HCA has determined that entering into a Contract with Benton, County of dba Benton County Corrections Department will meet HCA's needs and will be in the State's best interest.

THEREFORE, HCA awards to Benton, County of dba Benton County Corrections Department this Contract, the terms and conditions of which will govern Contractor's providing to HCA the Opioid Treatment Network Services.

IN CONSIDERATION of the mutual promises as set forth in this Contract, the parties agree as follows:

### 1. STATEMENT OF WORK (SOW)

The Contractor will provide the services and staff as described in Attachment 1: *Statement of Work*.

### 2. DEFINITIONS

**"Authorized Representative"** means a person to whom signature authority has been delegated in writing acting within the limits of his/her authority.

**"Authorized User"** means an individual or individuals with an authorized business need to access HCA's Confidential Information under this Contract.

**"Business Associate"** means a Business Associate as defined in 45 C.F.R. § 160.103, who performs or assists in the performance of an activity for or on behalf of HCA, a Covered Entity, that involves the use or Disclosure of Protected Health Information (PHI). Any reference to Business Associate in this Contract includes Business Associate's employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.

**"Business Days"** means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.

**"Centers for Medicare and Medicaid Services"** or **"CMS"** means the federal office under the Secretary of the United States Department of Health and Human Services, responsible for the Medicare and Medicaid programs.

**"C.F.R."** means the Code of Federal Regulations. All references in this Contract to C.F.R. chapters or sections include any successor, amended, or replacement regulation. The C.F.R. may be accessed at http://www.eC.F.R..gov/cgi-bin/EC.F.R.?page=browse. .

**"Client"** means an individual who is eligible for or receiving services through HCA program(s).

**"Confidential Information"** means information that is exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW or other federal or state laws. Confidential Information comprises both Category 3 and Category 4 Data, but is not limited to, Personal Information and Protected Health Information. For the purposes of this Contract, Confidential Information means the same as "Data".

**"Contract"** means this Contract document and all schedules, exhibits, attachments, incorporated documents and amendments.

**"Contract Administrator"** means the HCA individual designated to receive legal notices and to administer, amend, or terminate this Contract.

**"Contract Manager"** means the individual identified on the cover page of this Contract who will provide oversight of the activities conducted under this Contract.

"**Contractor"** means **Benton, County of dba Benton County Corrections Department**, its employees and agents. Contractor includes any firm, provider, organization, individual or other entity performing services under this Contract. It also includes any Subcontractor retained by Contractor as permitted under the terms of this Contract.

**"Covered Entity"** has the same meaning as defined in 45 C.F.R. 160.103.

**"Data"** means information produced, furnished, acquired, or used by Contractor in meeting requirements under this Contract.

**"Data Breach"** means the acquisition, access, use, or Disclosure of Data in a manner not permitted under law or by this Contract, including but not limited to the HIPAA Privacy Rule which compromises the security or privacy of the Protected Health Information, with the exclusions and exceptions listed in 45 C.F.R. 164.402.

**"Designated Record Set"** means a group of records maintained by or for a Covered Entity, that is: the medical and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or used in whole or part by or for the Covered Entity to make decisions about individuals.

**"Disclosure"** means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information.

**“Effective Date”** means the first date this Contract is in full force and effect. It may be a specific date agreed to by the parties; or, if not so specified, the date of the last signature of a party to this Contract.

**“Electronic Protected Health Information”** or **“ePHI”** means Protected Health Information that is transmitted by electronic media or maintained in any medium described in the definition of electronic media at 45 C.F.R. § 160.103.

**“HCA Contract Manager”** means the individual identified on the cover page of this Contract who will provide oversight of the Contractor’s activities conducted under this Contract.

**“Health Care Authority”** or **“HCA”** means the Washington State Health Care Authority, any division, section, office, unit or other entity of HCA, or any of the officers or other officials lawfully representing HCA.

**“HIPAA”** means the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as amended by the American Recovery and Reinvestment Act of 2009 (“ARRA”), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act). HIPAA inlcudes the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

**“Individual(s)”** means the person(s) who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

**“Limited Data Set(s)”** means a data set that meets the requirements of 45 C.F.R. §§ 164.514(e)(2) and 164.514(e)(3).

**“Minimum Necessary”** means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.

**"Overpayment"** means any payment or benefit to the Contractor in excess of that to which the Contractor is entitled by law, rule, or this Contract, including amounts in dispute.

**“Permissible Use”** means only those uses authorized in this Contract and as specifically defined herein.

**“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 (including or excluding zip code), telephone numbers, social security numbers, driver’s license numbers, credit card numbers, any other identifying numbers, and any financial identifiers.

**“Proprietary Information”** refers to any information which has commercial value and is either: (1) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services; or (2) non-

technical information relating to products, including without limitation pricing, margins, merchandising plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, future business plans, and any other information which is proprietary and confidential. Contractor's Proprietary Information is information owned by Contractor to which Contractor claims a protectable interest under law.

"**Protected Health Information**" or **"PHI"** means information that relates to the provision of health care to an individual; the past, present, or future physical or mental health or condition of an individual; or past, present or future payment for provision of health care to an individual. 45 C.F.R. 160 and 164. PHI includes demographic information that identifies the individual or about which there is reasonable basis to believe, can be used to identify the individual. 45 C.F.R. 160.103. PHI is information transmitted, maintained, or stored in any form or medium. 45 C.F.R. 164.501. PHI does not include education records covered by the Family Educational Right and Privacy Act, as amended, 20 USC 1232g(a)(4)(b)(iv)..

**"RCW"** means the Revised Code of Washington. All references in this Contract to RCW chapters or sections include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at: http://apps.leg.wa.gov/rcw/.

**"Regulation"** means any federal, state, or local regulation, rule, or ordinance.

**"Statement of Work"** or **"SOW"** means a detailed description of the work activities the Contractor is required to perform under the terms and conditions of this Contract, including the deliverables and timeline, and is Attachment 1 hereto.

**"Subcontract"** means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform any duties that give rise to a business requirement to access the Data that is the subject of this Contract.

**"Subcontractor"** means a person or entity that is not in the employment of the Contractor, who is performing all or part of the business activities under this Contract under a separate contract with Contractor. The term "Subcontractor" means subcontractor(s) of any tier.

**"Subrecipient"** means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A Subrecipient may also be a recipient of other federal awards directly from a federal awarding agency. As in 45 C.F.R. 75.2, or any successor or replacement to such definition, for any federal award from HHS; or 2 C.F.R. 200.93, or any successor or replacement to such definition, for any other federal award. See OMB circular a-133 for additional details.

**"USC"** means the United States Code. All references in this Contract to USC chapters or sections will include any successor, amended, or replacement statute. The USC may be accessed at http://uscode.house.gov/

**"WAC"** means the Washington Administrative Code. All references to WAC chapters or sections will include any successor, amended, or replacement regulation. Pertinent WACs may be accessed at: http://app.leg.wa.gov/wac/.

## 3. SPECIAL TERMS AND CONDITIONS

### 3.1 PERFORMANCE EXPECTATIONS

Expected performance under this Contract includes, but is not limited to, the following:

3.1.1 Knowledge of applicable state and federal laws and regulations pertaining to subject of contract;

3.1.2 Use of professional judgment;

3.1.3 Collaboration with HCA staff in Contractor's conduct of the services;

3.1.4 Conformance with HCA directions regarding the delivery of the services;

3.1.5 Timely, accurate and informed communications;

3.1.6 Regular completion and updating of project plans, reports, documentation and communications;

3.1.7 Regular, punctual attendance at all meetings; and

3.1.8 Provision of high-quality services.

Prior to payment of invoices, HCA will review and evaluate the performance of Contractor in accordance with Contract and these performance expectations and may withhold payment if expectations are not met or Contractor's performance is unsatisfactory.

### 3.2 TERM

3.2.1 The execution of this Contract constitutes a ratification of the earlier agreement between the parties, the terms and conditions of which are contained herein. Accordingly, upon signature of both parties, this Contract is effective retroactive to **September 30, 2023**, regardless of the date of execution, and will continue through **September 29, 2024**, unless terminated sooner as provided herein.

3.2.2 Work performed without a contract or amendment signed by the authorized representatives of both parties will be at the sole risk of the Contractor. HCA will not pay any costs incurred before a contract or any subsequent amendment(s) is fully executed.

## 3.3 COMPENSATION

3.3.1 The parties have determined the cost of accomplishing the work herein will not exceed **$578,658**, inclusive of all fees, taxes, and expenses. Compensation for satisfactory performance of the work will not exceed this amount unless the parties agree to a higher amount through an amendment.

3.3.2 Contractor's compensation for services rendered will be in accordance with Attachment 1, Statement of Work.

3.3.3 Contractor travel reimbursement, if any, is included in the total compensation. Contractor travel reimbursement is limited to the then-current rules, regulations, and guidelines for State employees published by the Washington State Office of Financial Management in the Washington State Administrative and Accounting Manual (http://www.ofm.wa.gov/policy/10.htm); reimbursement will not exceed expenses actually incurred.

3.3.4 Single Audit Act Compliance

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

A. Submit to the HCA contact person the data collection form and reporting package specified in 2 C.F.R. 200.501 and 45 C.F.R. 75.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;

B. Follow-up and develop corrective action for all audit findings; in accordance with 2 C.F.R. 200.501 and 45 C.F.R. 75.501, prepare a "Summary Schedule of Prior Audit Findings."

## 3.4 INVOICE AND PAYMENT

3.4.1 In order to receive payment for services or products provided to a state agency, Contractor must register with the Statewide Payee Desk at https://ofm.wa.gov/it-systems/statewide-vendorpayee-services/receiving-payment-state.

3.4.2 Invoices must describe and document to the HCA Contract Manager's satisfaction a description of the work performed, the progress of the project, and fees. All invoices and deliverables will be approved by the HCA Contract Manager prior to payment. Approval will not be unreasonably withheld or delayed.

3.4.3 If expenses are invoiced, invoices must provide a detailed breakdown of each type. Expenses of $50 or more must be accompanied by a receipt.

3.4.4 Contractor will provide invoices not more often than monthly.

3.4.5 A-19 Invoices must be submitted to the HCA/DBHR Contract Manager, megan.fowler@hca.wa.gov with the HCA Contract number in the subject line of the email. Invoices must include the following information, as applicable:

A. HCA Contract number **K7291**;

B. Contractor name, address, phone number;

C. Description of services;

D. Date(s) of delivery;

E. Net invoice price for each item;

F. Applicable taxes;

G. Total invoice price; and

H. Any available prompt payment discount.

HCA will return incorrect or incomplete invoices for correction and reissue.

3.4.6 Contractor must submit properly itemized invoices within forty-five (45) calendar days of a deliverable due date, the last day of the month of service, or if invoicing quarterly, within forty-five (45) calendar days of the last day of the quarter for which Contractor seeks payment. Payment will be considered timely if made within thirty (30) calendar days of receipt of properly completed invoices.

If the Contract is identified as funded by a federal grant, Contractor must submit all invoices within forty-five (45) calendar days of the end of the grant fiscal year.

3.4.7 Upon expiration, suspension, or termination of the Contract, invoices for work performed or allowable expenses incurred after the start of the Contract and prior to the date of expiration, suspension, or termination must be submitted by the Contractor within forty-five (45) calendar days. HCA is under no obligation to pay invoices submitted forty-six (46) or more calendar days after the Contract expiration, suspension, or termination date ("Belated Claims"). HCA will pay Belated Claims at its sole discretion

## 3.5 CONTRACTOR AND HCA CONTRACT MANAGERS

3.5.1 Contractor's Contract Manager will have prime responsibility and final authority for the services provided under this Contract and be the principal point of contact for the HCA Contract Manager for all business matters, performance matters, and administrative activities.

3.5.2 HCA's Contract Manager is responsible for monitoring the Contractor's performance and will be the contact person for all communications regarding

contract performance and deliverables. The HCA Contract Manager has the authority to accept or reject the services provided and must approve Contractor's invoices prior to payment.

3.5.3 The contact information provided below may be changed by written notice of the change (email acceptable) to the other party.

| **CONTRACTOR**<br>**Contract Manager Information** | | **Health Care Authority**<br>**Contract Manager Information** | |
|---|---|---|---|
| Name: | Kasey Kist | Name: | Megan Fowler |
| Title: | Custody Lieutenant | Title: | Contract Manager |
| Address: | 620 Market Street<br>Prosser, WA 99350-1300 | Address: | Health Care Authority<br>626 8th Avenue SE<br>PO Box 42730<br>Olympia, WA 98504-2730 |
| Phone: | 509-460-4938 | Phone: | (360) 725-2019 |
| Email: | Kasey.Kist@co.benton.wa.us | Email: | megan.fowler@hca.wa.gov |

## 3.6 KEY STAFF

3.6.1 Except in the case of a legally required leave of absence, sickness, death, termination of employment or unpaid leave of absence, Key Staff must not be changed during the term of the SOW from the people who were described in the Response for the first SOW, or those Key Staff initially assigned to subsequent SOWs, without the prior written approval of HCA until completion of their assigned tasks.

3.6.2 During the term of the SOW, HCA reserves the right to approve or disapprove Contractor's Key Staff assigned to this Contract, to approve or disapprove any proposed changes in Contractor's Key Staff, or to require the removal or reassignment of any Contractor staff found unacceptable by HCA, subject to HCA's compliance with applicable laws and regulations. Contractor must provide a resume to HCA of any replacement Key Staff and all staff proposed by Contractor as replacements for other staff must have comparable or greater skills for performing the activities as performed by the staff being replaced.

## 3.7 LEGAL NOTICES

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law is effective only if it is in writing and signed by the applicable party, properly addressed, and delivered in person, via email, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage

prepaid certified mail, return receipt requested, to the parties at the addresses provided in this section.

3.7.1 In the case of notice to the Contractor, provide notification to the contact listed on Page 1 of this contract.

3.7.2 In the case of notice to HCA:

**Attention:** Contracts Administrator
Health Care Authority
Division of Legal Services
Post Office Box 42702
Olympia, WA 98504-2702
contracts@hca.wa.gov

3.7.3 Notices are effective upon receipt or four (4) Business Days after mailing, whichever is earlier.

3.7.4 The notice address and information provided above may be changed by written notice of the change given as provided above.

## 3.8 INCORPORATION OF DOCUMENTS AND ORDER OF PRECEDENCE

Each of the documents listed below is by this reference incorporated into this Contract. In the event of an inconsistency, the inconsistency will be resolved in the following order of precedence:

3.8.1 Applicable Federal and State of Washington statutes and regulations;

3.8.2 Recitals;

3.8.3 Special Terms and Conditions;

3.8.4 General Terms and Conditions;

3.8.5 Attachment 4*: SAMHSA Award Terms;*

3.8.6 Attachment 2: *Federal Compliance, Certifications and Assurances;*

3.8.7 Attachment 7*: SAMHSA Harm Reduction Guidelines;*

3.8.8 Attachment 5*: SOR 2022 Special Award Terms*

3.8.9 Attachment 6: *Definitions Specific to SOR 2022 Special Award Terms*;

3.8.10 Attachment 8*: Culturally and Linguistically Appropriate Services (CLAS);*

3.8.11 Attachment 9*: Standard of Care for MOUD in Jails Program;*

3.8.12 Attachment 3(s): *Federal Subaward Information;*

3.8.13 Attachment 1(s): *Statement(s) of Work;*

3.8.14 Any other provision, term or material incorporated herein by reference or otherwise incorporated.

## 3.9 INSURANCE

Contractor must provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of Contractor or Subcontractor, or agents of either, while performing under the terms of this Contract. Contractor must provide insurance coverage that is maintained in full force and effect during the term of this Contract, as follows:

3.9.1 Commercial General Liability Insurance Policy - Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than $1 million per occurrence/$2 million general aggregate. Additionally, Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of Subcontracts.

3.9.2 Business Automobile Liability. In the event that services delivered pursuant to this Contract involve the use of vehicles, either owned, hired, or non-owned by the Contractor, automobile liability insurance is required covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability. The minimum limit for automobile liability is $1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

3.9.3 Professional Liability Errors and Omissions – Provide a policy with coverage of not less than $1 million per claim/$2 million general aggregate.

3.9.4 Industrial Insurance Coverage

Prior to performing work under this Contract, Contractor must provide or purchase industrial insurance coverage for the Contractor’s employees, as may be required of an “employer” as defined in Title 51 RCW and must maintain full compliance with Title 51 RCW during the course of this Contract.

3.9.5 The insurance required must be issued by an insurance company/ies authorized to do business within the state of Washington, and must name HCA and the state of Washington, its agents and employees as additional insureds under any Commercial General and/or Business Automobile Liability policy/ies. All policies must be primary to any other valid and collectable insurance. In the event of

cancellation, non-renewal, revocation or other termination of any insurance coverage required by this Contract, Contractor must provide written notice of such to HCA within one (1) Business Day of Contractor's receipt of such notice. Failure to buy and maintain the required insurance may, at HCA's sole option, result in this Contract's termination.

3.9.6 Upon request, Contractor must submit to HCA a certificate of insurance that outlines the coverage and limits defined in the Insurance section. If a certificate of insurance is requested, Contractor must submit renewal certificates as appropriate during the term of the contract.

## 4. GENERAL TERMS AND CONDITIONS

### 4.1 ACCESS TO DATA

In compliance with RCW 39.26.180 (2) and federal rules, the Contractor must provide access to any data generated under this Contract to HCA, the Joint Legislative Audit and Review Committee, the State Auditor, and any other state or federal officials so authorized by law, rule, regulation, or agreement at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

### 4.2 ACCESSIBILITY

4.2.1 REQUIREMENTS AND STANDARDS. Each Information and Communication Technology (ICT) product or service furnished under this Contract shall be accessible to and usable by individuals with disabilities in accordance with the Americans with Disabilities Act (ADA) and other applicable Federal and State laws and policies, including OCIO Policy 188, *et seq*. For purposes of this clause, Contractor shall be considered in compliance with the ADA and other applicable Federal and State laws if it satisfies the requirements (including exceptions) specified in the regulations implementing Section 508 of the Rehabilitation Act, including the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA Success Criteria and Conformance Requirements (2008), which are incorporated by reference, and the functional performance criteria.

4.2.2 DOCUMENTATION. Contractor shall maintain and retain, subject to review by HCA, full documentation of the measures taken to ensure compliance with the applicable requirements and functional performance criteria, including records of any testing or simulations conducted.

4.2.3 REMEDIATION. If Contractor claims that its products or services satisfy the applicable requirements and standards specified in Section 4.2.1 and it is later determined by HCA that any furnished product or service is not in compliance with such requirements and standards, HCA will promptly inform Contractor in writing of noncompliance. Contractor shall, at no additional cost to HCA, repair or

replace the non-compliant products or services within the period specified by HCA. If the repair or replacement is not completed within the specified time, HCA may cancel the Contract, delivery, task order, or work order, or purchase line item without termination liabilities or have any necessary changes made or repairs performed by employees of HCA or by another contractor, and Contractor shall reimburse HCA for any expenses incurred thereby.

4.2.4 DEFINITION. Information and Communication Technology (ICT) means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Examples include computers and peripheral equipment; information kiosks and transaction machines; telecommunications equipment; customer premises equipment; multifunction office machines; software; applications; websites; videos; and electronic documents.

4.2.5 INDEMNIFICATION. Contractor agrees to indemnify and hold harmless HCA from any claim arising out of failure to comply with the aforesaid requirements.

## 4.3 ADVANCE PAYMENT PROHIBITED

No advance payment will be made for services furnished by the Contractor pursuant to this Contract.

## 4.4 AMENDMENTS

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

## 4.5 ASSIGNMENT

4.5.1 Contractor may not assign or transfer all or any portion of this Contract or any of its rights hereunder, or delegate any of its duties hereunder, except delegations as set forth in Section 4.35, *Subcontracting*, without the prior written consent of HCA. Any permitted assignment will not operate to relieve Contractor of any of its duties and obligations hereunder, nor will such assignment affect any remedies available to HCA that may arise from any breach of the provisions of this Contract or warranties made herein, including but not limited to, rights of setoff. Any attempted assignment, transfer or delegation in contravention of this Subsection 4.5.1 of the Contract will be null and void.

4.5.2 HCA may assign this Contract to any public agency, commission, board, or the like, within the political boundaries of the State of Washington, with written notice of thirty (30) calendar days to Contractor.

4.5.3 This Contract will inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

## 4.6 ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the terms of this Contract, each party agrees to bear its own attorneys' fees and costs.

## 4.7 CHANGE IN STATUS

In the event of any substantive change in its legal status, organizational structure, or fiscal reporting responsibility, Contractor will notify HCA of the change. Contractor must provide notice as soon as practicable, but no later than thirty (30) calendar days after such a change takes effect.

## 4.8 CONFLICT OF INTEREST

Contractor represents and warrants that it has not undertaken and will not undertake any work with third parties that will conflict with the work Contractor Is performing for HCA under this Contract. In case of doubt, before commencing such activities, Contractor shall review areas of possible conflict with HCA and obtain HCA's approval prior to commencing such activities.

## 4.9 CONFORMANCE

If any provision of this Contract is in conflict with or violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

## 4.10 COVERED INFORMATION PROTECTION

4.10.1 Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of HCA Proprietary Information or Confidential Information. For the purposes of this section, HCA Proprietary Information and Confidential Information are together referred to as Covered Information.

4.10.2 Nondisclosure and Non-Use Obligations. In the event of Disclosure of Covered Information to Contractor by HCA, Contractor agrees to: (1) hold Covered Information in strictest confidence and to take all reasonable precautions to protect such Covered Information (including, without limitation, all precautions the Contractor employs with respect to its own confidential materials); (2) not disclose any such Covered Information or any other information derived therefrom to any third party; (3) not make use of Covered Information for any purpose other than the performance of this Contract; (4) release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract; and (5) not release, divulge, publish,

transfer, sell, disclose, or otherwise make the information known to any other party without HCA's express written consent or as provided by law.

4.10.3 Contractors that come into contact with Protected Health Information may be required to enter into a Business Associate Agreement with HCA in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act) (HIPAA).

4.10.4 HCA reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this Contract. Violation of this section by Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.

4.10.5 The obligations set forth in this Section will survive completion, cancellation, expiration, or termination of this Contract.

## 4.11 CONTRACTOR'S PROPRIETARY INFORMATION

Contractor acknowledges that HCA is subject to chapter 42.56 RCW, the Public Records Act, and that this Contract will be a public record as defined in chapter 42.56 RCW. Any specific information that is claimed by Contractor to be Proprietary Information must be clearly identified as such by Contractor. To the extent consistent with chapter 42.56 RCW, HCA will maintain the confidentiality of Contractor's information in its possession that is marked Proprietary. If a public disclosure request is made to view Contractor's Proprietary Information, HCA will notify Contractor of the request and of the date that such records will be released to the requester unless Contractor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, HCA will release the requested information on the date specified.

## 4.12 COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for the purpose of securing business. HCA will have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

## 4.13 DEBARMENT

By signing this Contract, Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Washington State or Federal department or agency from participating in transactions (debarred). Contractor agrees to include the above requirement in any and all Subcontracts into which it enters, and also agrees that it will not employ debarred individuals. Contractor must immediately notify HCA if, during the term of this Contract, Contractor becomes debarred. HCA may immediately terminate this Contract by providing Contractor written notice, if Contractor becomes debarred during the term hereof.

## 4.14 DISPUTES

The parties will use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve any dispute. When a genuine dispute arises between HCA and the Contractor regarding the terms of this Contract or the responsibilities imposed herein and it cannot be resolved between the parties' Contract Managers, either party may initiate the following dispute resolution process.

4.14.1 The initiating party will reduce its description of the dispute to writing and deliver it to the responding party (email acceptable). The responding party will respond in writing within five (5) Business Days (email acceptable). If the initiating party is not satisfied with the response of the responding party, then the initiating party may request that the HCA Director review the dispute. Any such request from the initiating party must be submitted in writing to the HCA Director within five (5) Business Days after receiving the response of the responding party. The HCA Director will have sole discretion in determining the procedural manner in which he or she will review the dispute. The HCA Director will inform the parties in writing within five (5) Business Days of the procedural manner in which he or she will review the dispute, including a timeframe in which he or she will issue a written decision.

4.14.2 A party's request for a dispute resolution must:

A. Be in writing;

B. Include a written description of the dispute;

C. State the relative positions of the parties and the remedy sought; and

D. State the Contract Number and the names and contact information for the parties.

4.14.3 This dispute resolution process constitutes the sole administrative remedy available under this Contract. The parties agree that this resolution process will precede any action in a judicial or quasi-judicial tribunal.

## 4.15 ENTIRE AGREEMENT

HCA and Contractor agree that the Contract is the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Contract and supersedes all letters of intent or prior contracts, oral or written, between the parties relating to the subject matter of the Contract, except as provided in Section 4.44, *Warranties*.

## 4.16 FORCE MAJEURE

A party will not be liable for any failure of or delay in the performance of this Contract for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

## 4.17 FUNDING WITHDRAWN, REDUCED, OR LIMITED

If HCA determines in its sole discretion that the funds it relied upon to establish this Contract have been withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding after the effective date of this contract but prior to the normal completion of this Contract, then HCA, at its sole discretion, may:

4.17.1 Terminate this Contract pursuant to Section 4.39.3, *Termination for Non-Allocation of Funds*;

4.17.2 Renegotiate the Contract under the revised funding conditions; or

4.17.3 Suspend Contractor's performance under the Contract upon five (5) Business Days' advance written notice to Contractor. HCA will use this option only when HCA determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this Contract.

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

B. When HCA determines in its sole discretion that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to HCA informing HCA whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.

C. If the Contractor's proposed resumption date is not acceptable to HCA and an acceptable date cannot be negotiated, HCA may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.

## 4.18 GOVERNING LAW

This Contract is governed in all respects by the laws of the state of Washington, without reference to conflict of law principles. The jurisdiction for any action hereunder is exclusively in the Superior Court for the state of Washington, and the venue of any action hereunder is in the Superior Court for Thurston County, Washington. Nothing in this Contract will be construed as a waiver by HCA of the State's immunity under the 11th Amendment to the United States Constitution.

## 4.19 HCA NETWORK SECURITY

Contractor agrees not to attach any Contractor-supplied computers, peripherals or software to the HCA Network without prior written authorization from HCA's Chief Information Officer. Unauthorized access to HCA networks and systems is a violation of HCA Policy and constitutes computer trespass in the first degree pursuant to RCW 9A.52.110. Violation of any of these laws or policies could result in termination of the contract and other penalties.

Contractor will have access to the HCA visitor Wi-Fi Internet connection while on site.

## 4.20 INDEMNIFICATION

Contractor must defend, indemnify, and save HCA harmless from and against all claims, including reasonable attorneys' fees resulting from such claims and breach of confidentiality obligations as contained herein, arising from intentional or negligent acts or omissions of Contractor, its officers, employees, or agents, or Subcontractors, their officers, employees, or agents, in the performance of this Contract.

## 4.21 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. Contractor and its employees or agents performing under this Contract are not employees or agents of HCA. Contractor will not hold itself out as or claim to be an officer or employee of HCA or of the State of Washington by reason hereof, nor will Contractor make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with Contractor.

## 4.22 LEGAL AND REGULATORY COMPLIANCE

4.22.1 During the term of this Contract, Contractor must comply with all local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this Contract and all other applicable federal, state and local laws, rules, and regulations.

4.22.2 While on the HCA premises, Contractor must comply with HCA operations and process standards and policies (e.g., ethics, Internet / email usage, data, network and building security, harassment, as applicable). HCA will make an electronic copy of all such policies available to Contractor.

4.22.3 Pursuant to Proclamation 21-14 – COVID-19 Vaccination Requirement (dated August 9, 2021) as amended by Proclamation 21-14.1 – COVID-19 Vaccination Requirement (dated August 20, 2021) ("Proclamation") all contractors and any of their employees and/or subcontractors who provide contracted services on-site at HCA facilities must certify that they are fully vaccinated against the COVID-19 virus, unless properly excepted or exempted for disability or sincerely held religious beliefs as set forth in the Proclamation. Contractors who cannot so certify are prohibited from contracting with the state.

4.22.4 Contractor represents and warrants that should their responsibilities to the HCA involve on-site services as of October 18, 2021, Contractor's personnel (including subcontractors) providing such services will be fully vaccinated against the COVID-19 virus unless properly excepted or exempted for disability or sincerely held religious beliefs as set forth in the Proclamation. Contractor further understands that, upon request, Contractor personnel must provide to HCA proof of vaccination, in a manner established by the HCA. Failure to meet these requirements may result in the immediate termination of this Contract.

4.22.5 Failure to comply with any provisions of this section may result in Contract termination.

## 4.23 LIMITATION OF AUTHORITY

Only the HCA Authorized Representative has the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Contract is not effective or binding unless made in writing and signed by the HCA Authorized Representative.

## 4.24 NO THIRD-PARTY BENEFICIARIES

HCA and Contractor are the only parties to this contract. Nothing in this Contract gives or is intended to give any benefit of this Contract to any third parties.

## 4.25 NONDISCRIMINATION

During the performance of this Contract, the Contractor must comply with all federal and state nondiscrimination laws, regulations and policies, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. §12101 et seq.; the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §12101 et seq., 28 C.F.R. Part 35; and Title 49.60 RCW, Washington Law Against Discrimination. In the event of Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled, or terminated in whole or in part under the Termination for Default sections, and Contractor may be declared ineligible for further contracts with HCA.

## 4.26 OVERPAYMENTS TO THE CONTRACTOR

In the event that overpayments or erroneous payments have been made to the Contractor under this Contract, HCA will provide written notice to Contractor and Contractor will refund the full amount to HCA within thirty (30) calendar days of the notice. If Contractor fails to make timely refund, HCA may charge Contractor one percent (1%) per month on the amount due, until paid in full. If the Contractor disagrees with HCA's actions under this section, then it may invoke the dispute resolution provisions of Section 4.14, *Disputes*.

## 4.27 PAY EQUITY

4.27.1 Contractor represents and warrants that, as required by Washington state law (Engrossed House Bill 1109, Sec. 211), during the term of this Contract, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if (i) the individuals work for Contractor, (ii) the performance of the job requires comparable skill, effort, and responsibility, and (iii) the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed.

4.27.2 Contractor may allow differentials in compensation for its workers based in good faith on any of the following: (i) a seniority system; (ii) a merit system; (iii) a system that measures earnings by quantity or quality of production; (iv) bona fide job-related factor(s); or (v) a bona fide regional difference in compensation levels.

4.27.3 Bona fide job-related factor(s)" may include, but not be limited to, education, training, or experience, that is: (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) accounts for the entire differential.

4.27.4 A "bona fide regional difference in compensation level" must be (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) account for the entire differential.

4.27.5 Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) Days of HCA's request for such evidence, HCA may suspend or terminate this Contract.

## 4.28 PUBLICITY

4.28.1 The award of this Contract to Contractor is not in any way an endorsement of Contractor or Contractor's Services by HCA and must not be so construed by Contractor in any advertising or other publicity materials.

4.28.2 Contractor agrees to submit to HCA, all advertising, sales promotion, and other publicity materials relating to this Contract or any Service furnished by Contractor in which HCA's name is mentioned, language is used, or Internet links are provided from which the connection of HCA's name with Contractor's Services may, in HCA's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, marketing, sales promotion materials, publicity or the like through print, voice, the Web, and other communication media in existence or hereinafter developed without the express written consent of HCA prior to such use.

## 4.29 RECORDS AND DOCUMENT REVIEW

4.29.1 The Contractor must maintain books, records, documents, magnetic media, receipts, invoices or other evidence relating to this Contract and the performance of the services rendered, along with accounting procedures and practices, all of which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. At no additional cost, these records, including materials generated under this Contract, are subject at all reasonable times to inspection, review, or audit by HCA, the Office of the State Auditor, and state and federal officials so authorized by law, rule, regulation, or agreement [See 42 USC 1396a(a)(27)(B); 42 USC 1396a(a)(37)(B); 42 USC 1396a(a)(42(A); 42 C.F.R. 431, Subpart Q; and 42 C.F.R. 447.202].

4.29.2 The Contractor must retain such records for a period of six (6) years after the date of final payment under this Contract.

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

## 4.30 REMEDIES NON-EXCLUSIVE

The remedies provided in this Contract are not exclusive but are in addition to all other remedies available under law.

## 4.31 RIGHT OF INSPECTION

The Contractor must provide right of access to its facilities to HCA, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

## 4.32 RIGHTS IN DATA/OWNERSHIP

4.32.1 HCA and Contractor agree that all data and work products produced pursuant to this Contract (collectively "Work Product") will be considered a "*work made for hire"* as defined under the U.S. Copyright Act of 1976 and Title 17 U.S.C. §101 *et seq*, and will be owned by HCA. Contractor is hereby commissioned to create the Work Product. Work Product includes, but is not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product.

4.32.2 If for any reason the Work Product would not be considered a "*work made for hire"* under applicable law, Contractor assigns and transfers to HCA, the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

4.32.3 Contractor will execute all documents and perform such other proper acts as HCA may deem necessary to secure for HCA the rights pursuant to this section.

4.32.4 Contractor will not use or in any manner disseminate any Work Product to any third party, or represent in any way Contractor ownership of any Work Product, without the prior written permission of HCA. Contractor will take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors will not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.

4.32.5 Material that is delivered under this Contract, but that does not originate therefrom ("Preexisting Material"), must be transferred to HCA with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, display, and dispose of such Preexisting Material, and to authorize others to do so. Contractor agrees to obtain, at its own expense, express written consent of the copyright holder for the inclusion of Preexisting

Material. HCA will have the right to modify or remove any restrictive markings placed upon the Preexisting Material by Contractor.

4.32.6 Contractor must identify all Preexisting Material when it is delivered under this Contract and must advise HCA of any and all known or potential infringements of publicity, privacy or of intellectual property affecting any Preexisting Material at the time of delivery of such Preexisting Material. Contractor must provide HCA with prompt written notice of each notice or claim of copyright infringement or infringement of other intellectual property right worldwide received by Contractor with respect to any Preexisting Material delivered under this Contract.

## 4.33 SEVERABILITY

If any provision of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity will not affect the other provisions or applications of this Contract that can be given effect without the invalid provision, and to this end the provisions or application of this Contract are declared severable.

## 4.34 SITE SECURITY

While on HCA premises, Contractor, its agents, employees, or Subcontractors must conform in all respects with physical, fire or other security policies or regulations. Failure to comply with these regulations may be grounds for revoking or suspending security access to these facilities. HCA reserves the right and authority to immediately revoke security access to Contractor staff for any real or threatened breach of this provision. Upon reassignment or termination of any Contractor staff, Contractor agrees to promptly notify HCA.

## 4.35 SUBCONTRACTING

4.35.1 Neither Contractor, nor any Subcontractors, may enter into Subcontracts for any of the work contemplated under this Contract without prior written approval of HCA. HCA has sole discretion to determine whether or not to approve any such Subcontract. In no event will the existence of the Subcontract operate to release or reduce the liability of Contractor to HCA for any breach in the performance of Contractor’s duties.

4.35.2 Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are included in any Subcontracts.

4.35.3 If at any time during the progress of the work HCA determines in its sole judgment that any Subcontractor is incompetent or undesirable, HCA will notify Contractor, and Contractor must take immediate steps to terminate the Subcontractor's involvement in the work.

4.35.4 The rejection or approval by the HCA of any Subcontractor or the termination of a Subcontractor will not relieve Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to HCA.

4.35.5 HCA has no contractual obligations to any Subcontractor or vendor under contract to the Contractor. Contractor is fully responsible for all contractual obligations, financial or otherwise, to its Subcontractors.

## 4.36 SUBRECIPIENT

4.36.1 General

If the Contractor is a subrecipient (as defined in 45 C.F.R. 75.2 and 2 C.F.R. 200.93) of federal awards, then the Contractor, in accordance with 2 C.F.R. 200.501 and 45 C.F.R. 75.501, shall:

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

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

C. Prepare appropriate financial statements, including a schedule of expenditures of federal awards;

D. Incorporate OMB Super Circular 2 C.F.R. 200.501 and 45 C.F.R. 75.501 audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;

E. Comply with any future amendments to OMB Super Circular 2 C.F.R. 200.501 and 45 C.F.R. 75.501 and any successor or replacement Circular or regulation;

F. Comply with the applicable requirements of OMB Super Circular 2 C.F.R. 200.501 and 45 C.F.R. 75.501and any future amendments to OMB Super Circular 2 C.F.R. 200.501 and 45 C.F.R. 75.501, and any successor or replacement Circular or regulation; and

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

http://ojp.gov/about/offices/ocr.htm for additional information and access to the aforementioned Federal laws and regulations.)

4.36.2 Single Audit Act Compliance

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

A. Submit to the Authority contact person the data collection form and reporting package specified in OMB Super Circular 2 C.F.R. 200.501 and 45 C.F.R. 75.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;

B. Follow-up and develop corrective action for all audit findings; in accordance with OMB Super Circular 2 C.F.R. 200.501 and 45 C.F.R. 75.501, prepare a "Summary Schedule of Prior Audit Findings."

4.36.3 Overpayments

If it is determined by HCA, or during the course of a required audit, that Contractor has been paid unallowable costs under this or any Program Agreement, Contractor will refund the full amount to HCA as provided in Section 4.26, *Overpayments to Contractors*.

## 4.37 SURVIVAL

The terms and conditions contained in this Contract that, by their sense and context, are intended to survive the completion, cancellation, termination, or expiration of the Contract will survive. In addition, the terms of the sections titled *Covered Information Protection, Contractor's Proprietary Information, Disputes, Overpayments to Contractor, Publicity, Records and Documents Review, Rights in Data/Ownership,* will survive the termination of this Contract. The right of HCA to recover any overpayments will also survive the termination of this Contract.

## 4.38 TAXES

HCA will pay sales or use taxes, if any, imposed on the services acquired hereunder. Contractor must pay all other taxes including, but not limited to, Washington Business and Occupation Tax, other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. HCA, as an agency of Washington State government, is exempt from property tax.

Contractor must complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

## 4.39 TERMINATION

### 4.39.1 Termination for Default

In the event HCA determines that Contractor has failed to comply with the terms and conditions of this Contract, HCA has the right to suspend or terminate this Contract. HCA will notify Contractor in writing of the need to take corrective action. If corrective action is not taken within five (5) Business Days, or other time period agreed to in writing by both parties, the Contract may be terminated. HCA reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by Contractor or a decision by HCA to terminate the Contract.

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

If it is determined that Contractor: (i) was not in default, or (ii) its failure to perform was outside of its control, fault or negligence, the termination will be deemed a "Termination for Convenience."

### 4.39.2 Termination for Convenience

When, at HCA's sole discretion, it is in the best interest of the State, HCA may terminate this Contract in whole or in part by providing ten (10) calendar days' written notice. If this Contract is so terminated, HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty will accrue to HCA in the event the termination option in this section is exercised.

### 4.39.3 Termination for Nonallocation of Funds

If funds are not allocated to continue this Contract in any future period, HCA may immediately terminate this Contract by providing written notice to the Contractor. The termination will be effective on the date specified in the termination notice. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. HCA agrees to notify Contractor of such nonallocation at the earliest possible time. No penalty will accrue to HCA in the event the termination option in this section is exercised.

### 4.39.4 Termination for Withdrawal of Authority

In the event that the authority of HCA to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, HCA may immediately terminate this Contract by providing written notice to the Contractor. The termination will be effective on the date specified in the termination notice. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. HCA agrees to notify Contractor of such withdrawal of authority at the earliest possible time. No penalty will accrue to HCA in the event the termination option in this section is exercised.

4.39.5 Termination for Conflict of Interest

HCA may terminate this Contract by written notice to the Contractor if HCA determines, after due notice and examination, that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, HCA will be entitled to pursue the same remedies against the Contractor as it could pursue in the event Contractor breaches the contract.

## 4.40 TERMINATION PROCEDURES

4.40.1 Upon termination of this Contract, HCA, in addition to any other rights provided in this Contract, may require Contractor to deliver to HCA any property specifically produced or acquired for the performance of such part of this Contract as has been terminated.

4.40.2 HCA will pay Contractor the agreed-upon price, if separately stated, for completed work and services accepted by HCA and the amount agreed upon by the Contractor and HCA for (i) completed work and services for which no separate price is stated; (ii) partially completed work and services; (iii) other property or services that are accepted by HCA; and (iv) the protection and preservation of property, unless the termination is for default, in which case HCA will determine the extent of the liability. Failure to agree with such determination will be a dispute within the meaning of Section 4.14, *Disputes*. HCA may withhold from any amounts due the Contractor such sum as HCA determines to be necessary to protect HCA against potential loss or liability.

4.40.3 After receipt of notice of termination, and except as otherwise directed by HCA, Contractor must:

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

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

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

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

E. Transfer title to and deliver as directed by HCA any property required to be furnished to HCA;

F. Complete performance of any part of the work that was not terminated by HCA; and

G. Take such action as may be necessary, or as HCA may direct, for the protection and preservation of the records related to this Contract that are in the possession of the Contractor and in which HCA has or may acquire an interest.

## 4.41 TRANSITION OBLIGATIONS

Contractor must provide for reasonable transition assistance requested by HCA to allow for the expired or terminated Contract, in whole or in part, to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to HCA or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance.

## 4.42 TREATMENT OF ASSETS

### 4.42.1 Ownership

HCA shall retain title to all property furnished by HCA to Contractor under this Contract. Title to all property furnished by Contractor, for the cost of which the Contractor is entitled to reimbursement as a direct item of cost under this Contract, excluding intellectual property provided by Contractor, shall pass to and vest in HCA upon delivery of such property by Contractor. Title to other property, the cost of which is reimbursable to Contractor under this Contract, shall pass to and vest in HCA upon (i) issuance for use of such property in the performance of

this Contract, (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by HCA, in whole or in part, whichever occurs first.

4.42.2 Use of Property

Any property furnished to Contractor shall, unless otherwise provided herein, or approved in writing by the HCA Contract Manager, be used only for the performance of and subject to the terms of this Contract. Contractor's use of the equipment shall be subject to HCA's security, administrative, and other requirements.

4.42.3 Damage to Property

Contractor shall continuously protect and be responsible for any loss, destruction, or damage to property which results from or is caused by Contractor's acts or omissions. Contractor shall be liable to HCA for costs of repair or replacement for property or equipment that has been lost, destroyed, or damaged by Contractor or Contractor’s employees, agents, or Subcontractors. Cost of replacement shall be the current market value of the property and equipment on the date of the loss as determined by HCA.

4.42.4 Notice of Damage

Upon the loss of, destruction of, or damage to any of the property, Contractor shall notify the HCA Contract Manager thereof within one (1) Business Day and shall take all reasonable steps to protect that property from further damage.

4.42.5 Surrender of Property

Contractor will ensure that the property will be returned to HCA in like condition to that in which it was furnished to Contractor, reasonable wear and tear expected. Contractor shall surrender to HCA all property upon the earlier of expiration or termination of this Contract.

**4.43 WAIVER**

Waiver of any breach of any term or condition of this Contract will not be deemed a waiver of any prior or subsequent breach or default. No term or condition of this Contract will be held to be waived, modified, or deleted except by a written instrument signed by the parties. Only the HCA Authorized Representative has the authority to waive any term or condition of this Contract on behalf of HCA.

## 4.44 WARRANTIES

4.44.1 Contractor represents and warrants that its services will be of professional quality and will be rendered in accordance with prevailing professional standards and ethics. Services performed by Contractor under this Contract shall be conducted in a manner consistent with the level of care and skill standard to the industry. Contractor agrees to immediately re-perform any services that are not in compliance with this representation and warranty at no cost to HCA.

4.44.2 Contractor represents and warrants that it will comply with all applicable local, State, and federal licensing, accreditation and registration requirements and standards necessary in the performance of the Services.

4.44.3 EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

4.44.4 Any written commitment by Contractor within the scope of this Contract will be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and will render Contractor liable for damages under the terms of this Contract. For purposes of this section, a commitment by Contractor includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Contractor to HCA or contained in any Contractor publications, or descriptions of services in written or other communication medium, used to influence HCA to enter into this Contract.

## ATTACHMENT 1: STATEMENT OF WORK

September 30, 2023 – September 29, 2024

### 1. Purpose

Develop an Opioid Treatment Network (OTN) to support individuals with Opioid Use Disorder, including:

**1.1.** Providing medications for Opioid Use Disorder (MOUD) to individuals with Opioid Use Disorder (OUD), and/or co-occurring OUD;

**1.2.** Leveraging and expanding services that were developed during the COVID-19 pandemic;

**1.3.** Referring individuals to other behavioral health agencies as needed; and

**1.4.** Increasing Harm Reduction tools, services and supplies.

### 2. Guiding Principles

**2.1.** Provide MOUD initiation, referral, and treatment engagement to individuals prior to their transfer to the MOUD Treatment Site/Provider(s).

**2.2.** Ensure MOUD capacity is maintained at both the Initiation and MOUD Treatment Site/Provider(s).

**2.3.** Serve as the lead organization and recipient of funding for the development and implementation of an Opioid Treatment Network model for individuals with an Opioid Use Disorder.

**2.4.** Demonstrate responsible oversight of the OTN.

**2.5.** Ensure the MOUD Treatment Site/Provider(s) is working in coordination and meet the terms of the project, contract, goals and project deliverables, including participation in regularly scheduled leadership meetings and educational and technical assistance opportunities.

**2.6.** Ensure a low-barrier medication model as evidenced by Contractor's unique site and functions.

**2.7.** Provide both agonist and antagonist MOUD medications (on-site or in relationship with a pharmacy) to facilitate initial inductions.

**2.8.** Lead a coordinated team and processes to provide intensive services by developing a central Initiation Site to provide MOUD, and a warm hand-off to a MOUD Treatment Site/Provider(s) for continuity of care.

**2.9.** Build, strengthen, and maintain referral relationships between Initiation Site and MOUD Treatment Site/Provider(s).

**2.10.** Identify, collaborate, and subcontract with MOUD Treatment Site/Provider(s) criteria includes, but not limited to:

**2.11.** Support and embrace MOUD;

**2.12.** Ensure policies and procedures are in place throughout the OTN to mitigate medication diversion.

**2.13.** Ensure patient assessments and treatment are consistent with DSM-5 criteria.

**2.14.** Secure and maintain Release of Information forms between Initiation Site and MOUD Treatment Site/Provider(s) that:

2.14.1. Meet federal confidentiality regulations,

2.14.2. Allow the release of patient identifying information:

2.14.3. Ensure the use of a certified EHR.

2.14.4. Review Prescription Monitoring Drug Program data, when available and appropriate.

**2.15.** Training & Technical Assistance. Work collaboratively with University of Washington Addictions Drug & Alcohol Institute (ADAI) technical assistance staff to:

2.15.1. Identify training needs, and

2.15.2. Participate in peer-to-peer and educational learning opportunities including the utilization of EBPs.

## 3. Definitions

**3.1.** CSAT - Center for Substance Abuse Treatment

**3.2.** GPRA - Government Performance and Results Act

**3.3.** MOUD Treatment Site/Provider(s) – Subcontractors that work with the Contractor's Initiation Site

**3.4.** Participant – An individual who meets eligibility criteria to receive SOR services

**3.5.** RDA – Research and Data Analysis, a division of the Washington State Department of Social and Health Services

## 4. Work Expectations

### 4.1. Meetings

4.1.1. **Monthly Data Calls with RDA**

4.1.1.1. Contractor Participants:

4.1.1.1.1. At least one (1) SOR-funded staff including;

4.1.1.1.2. OTN Data Collector and/or

4.1.1.1.3. OTN Project lead/administrator

4.1.2. **Quarterly Meetings**

4.1.2.1. Attendees will include Contractor, HCA Contract Manager, SOR partners, and presenters.

4.1.2.2. Discussion topics to include, but not limited to:

4.1.2.2.1. HCA Contract Manager Updates; including SAMHSA guidance, contract management, and;

4.1.2.2.2. DSHS/RDA SOR Data Collection updates;

4.1.2.2.3. UW-ADAI Training updates and technical assistance needs;

4.1.2.2.4. Contractor participation and attendance;

4.1.2.2.5. Additional topics as needed, and as approved by HCA Contract Manager.

4.1.3. **Ad-hoc Meetings and Trainings**. Additional meetings as required or deemed necessary by HCA Contract Manager.

**4.2. Reports**

4.2.1. Monthly reports and invoice shall be submitted to HCA upon receipt of DSHS/RDA reports.

4.2.2. **Contractor reports provided to HCA**

4.2.2.1. HCA Contract Manager will provide Contractor with a report template within ten (10) days of Contract execution.

4.2.2.2. Contractor will use the HCA template provide monthly reports to HCA Contract Manager for approval.

4.2.2.3. Components will include, but not limited to, the following:

4.2.2.3.1. SOR funded activities that occurred this month (e.g. harm reduction supplies and services, GPRA incentives, transportation vouchers);

4.2.2.3.2. Outreach activities that occurred this month;

4.2.2.3.3. Updates to barriers and successes;

4.2.2.3.4. Training and technical assistance needs;

4.2.2.3.5. Staff changes;

4.2.2.3.6. Success stories, with anonymity and no way to trace back to any certain individual.

4.2.2.3.7. Addressing health disparities and supporting Culturally and Linguistically Appropriate Services (CLAS); and

4.2.2.3.8. Additional information as needed, and as approved by HCA Contract Manager.

4.2.3. **Special Reports**

4.2.3.1. Contractor will submit two (2) reports to HCA Contract manager using HCA template. Components will include but not limited to the following:

4.2.3.1.1. Complete a SOR program sustainability assessment, addressing SUD in special populations and/or determined by HCA Contract Manager.

4.2.4. **RDA Reports to HCA.** RDA provides a monthly and annual report to HCA that includes activities included in this Contract.

4.2.4.1. Contractor will maintain accurate and consistent data reporting on monthly invoices, consistent with the RDA report.

4.2.4.2. Components include, but not limited to:

4.2.4.2.1. Number of SOR III enrollees;

4.2.4.2.2. Monthly outreach activities, and

4.2.4.2.3. Engagement rate.

4.2.5. **Other Reports Requested by HCA.** Contractor will assist in the preparation of, but not limited to, the following:

4.2.5.1. Annual, bi-annual reports requested by SAMHSA or their designee;

4.2.5.2. Legislative reports or data requests.

4.2.5.3. Other, as approved by HCA Contract Manager.

**4.3. Provide Services.** Begin providing services at the Initiation Site and MOUD Treatment Site/Provider(s) no later than September 30, 2023;

4.3.1. **OTN Staffing**

4.3.1.1. **General**

4.3.1.1.1. Any staff with sufficient training may contribute to data collection activities.

4.3.1.1.2. Determine if each individual, for whom data is collected, meets SOR III requirements.

4.3.1.1.3. Collect specified data on every individual inducted (beginning a new episode of MOUD Treatment Site/Provider(s)) at the Initiation Site.

4.3.1.1.4. Develop and use specific tools, such as job descriptions and statements of work, in a consistent practice throughout the OTN.

4.3.1.1.5. Work collaboratively and responsively with RDA.

4.3.1.2. **Roles.** The following staff functions are required (individual staff may perform multiple functions):

4.3.1.2.1. **OTN Nurse Care Manager (NCM)**

a. Provide medical support to the prescribing physicians or other waivered practitioners.

b. Duties of the NCM will include, but are not limited to:

i. individual screening,

ii. MOUD education,

iii. assisting with MOUD inductions,

iv. taking vital signs,

v. drug testing,

vi. lab work,

vii. medical assessments,

viii. charting,

ix. care planning,

x. stabilization,

xi. observation and maintenance,

xii. ongoing coordination of follow-up care,

xiii. relapse prevention, and

xiv. support for an individual's self-management.

4.3.1.2.2. **OTN Care Navigator**

a. expedites enrollment into Medicaid as necessary,

b. conducts screenings, assessments, and evaluations,

c. provides education,

d. coordinates referrals for MOUD,

e. assists with data collection requirements,

f. facilitates referrals for:

i. infectious disease screenings,

ii. housing,

iii. employment services,

iv. withdrawal management services,

v. transportation,

vi. OUD,

vii. behavioral health counseling,

g. provide a warm hand-off to a MOUD provider upon an individual's transfer from any current treatments.

4.3.1.2.3. **OTN Data Collection Coordinator (Coordinator)**

a. manage all data collection activities and serves as the liaison between the OTN, HCA and RDA.

b. become competent in all aspects of GPRA data collection required for this project (including completion of SAMHSA GRPA training)

c. be available and responsive to project evaluators.

d. at all times there must be a back-up person trained in this role, so that consistent and timely reporting is counted on, with no delays.

e. participate in HCA and RDA trainings and technical assistance meetings.

f. oversight of all aspects of SOR data collection at the OTN, including, but not limited to coordination between the Initiation Site and the MOUD Treatment Site/Provider(s) as individuals move between those locations.

g. availability to work regularly with RDA Project Evaluator.

4.3.1.2.4. **OTN MOUD Prescriber**

a. Employ and/or contract at least one (1) prescriber, and one (1) back-up prescriber (in case of primary prescriber absence) at the Initiation Site.

4.3.1.2.5. **Contract Management/Accounting**

b. Submit invoices for payment,

c. Ensure Releases of Information (ROIs) are in place,

d. Certify that agreements with other community partners are signed,

e. Guarantee the contract deliverables are met including subcontractor's deliverables.

4.3.2. **Initiation Site**

4.3.2.1. **Staffing for Initiation Site**

4.3.2.1.1. Hiring and/or contracting a minimum of two (2) staff to cover the functions listed below at the Initiation Site.

4.3.2.1.2. Specific staffing arrangements are determined by Initiation Site.

4.3.2.2. **Review circumstances to determine additional services**

4.3.2.2.1. Help facilitate the health insurance application and enrollment process for uninsured individuals.

4.3.2.2.2. Ensure the utilization of third-party payers and other revenues realized from provision of services, to the extent possible.

4.3.2.2.3. Use SAMHSA grant funds only for services:

a. To individuals who are not covered by public or commercial health insurance programs, or

b. That are not sufficiently covered by an individual's health insurance plan.

4.3.2.2.4. HIV/Viral Hepatitis

a. Screen and refer HIV and Viral Hepatitis cases through a warm hand-off or treatment;

b. Document services provided in EHR;

c. Report in RDA's secure data entry portal.

4.3.2.2.5. Using EBPs such as Cognitive Behavioral Therapy (CBT) or Motivational Interviewing (MI) for people who experience Stimulant Use Disorder. If a referral is made, documentation is needed in individuals Electronic Health Record (EHR) or patient file.

4.3.2.2.6. For other behavioral health and ancillary services necessary to address the individual's holistic medical and recovery needs.

4.3.2.3. **Prioritization.** Contractor will be mindful that the following vulnerable populations may need additional assistance to address and eliminate barriers to access to treatment:

4.3.2.3.1. Individuals at highest risk of overdose and death;

4.3.2.3.2. MOUD services for Tribal members;

4.3.2.3.3. MOUD services for pregnant and parenting individuals;

4.3.2.3.4. MOUD services for people who use intravenous drugs;

4.3.2.3.5. Individuals with a dual diagnosis of OUD and Stimulant Use Disorder;

4.3.2.3.6. Individuals who are homeless or unstably housed.

4.3.2.4. **Enroll new Participants**

4.3.2.4.1. Initiate MOUD and enroll ten (10) SOR III Participants per month beginning September 30, 2023;

4.3.2.4.2. Track the number of monthly enrollments through RDA's data portal.

4.3.2.4.3. Within five (5) business days of receiving the RDA Monthly Report, Contractor will:

a. Enter the number of enrollments into the A-19 template.

b. Provide the monthly A-19 to the HCA Contract Manager.

c. Contractor will work with RDA and HCA Contract Manager to reconcile any enrollment discrepancies in the following month or at the end of the Contract period at a pro-rated basis.

4.3.2.5. **Site Visits**. Contractor will work with HCA Contract Manager to schedule site visits, virtual or in person, at least one (1) time per year.

## 4.4. Data Collection and Sharing

4.4.1. **Background.** The goal of this section is to ensure Contractor achieves compliance with SAMHSA's reporting requirements.

4.4.2. **RDA.** Work collaboratively with RDA as they fulfill the following roles:

4.4.2.1. Supervise data collection process;

4.4.2.2. Program evaluation;

4.4.2.3. Monitor data collection;

4.4.2.4. Provide:

4.4.2.4.1. all relevant data collection instruments;

4.4.2.4.2. training;

4.4.2.4.3. access to data entry tools;

4.4.2.4.4. technical assistance to the OTN Data Coordinator regularly; and

4.4.2.4.5. technical assistance to staff, as needed.

4.4.3. **Data Collection Components and Activities**

4.4.3.1. All individuals inducted at the OTN must be entered into the relevant sections of the RDA data portal.

4.4.3.2. Upon induction onto MOUD, OTN staff will collect and enter the Participant Information and Event Forms into the data portal provided by the project evaluator.

4.4.3.3. Data will be entered within seven (7) days of collection.

4.4.3.4. Contracted targets for the number of individuals served will be measured using data entered into the data portal.

4.4.3.5. GPRA Survey. Participants that meet SOR III requirements are those who will need to receive the GPRA survey.

4.4.3.5.1. GPRA Survey Requirements

a. The survey is based on the SAMHSA's CSAT GPRA Participant Outcome Measures Tool.

b. The project evaluator may provide SAMHSA's modified version of the GPRA tool for use on this project.

c. Facilitate all surveys via live person-to-person conversations, either in-person, by telephone or an online telehealth meeting, with the exception referenced in Section 4.4.3.5.4, Discharge.

d. **SOR III Requirements**. A Participant requiring the GPRA survey is defined as the following and must meet all required criteria:

i. Individual inducted onto MOUD;

ii. Individual returns for second appointments; and

iii. Participant is seen by a SOR funded clinician.

4.4.3.5.2. **Intake**. At the point where the Participant is at the initial intake/enrollment process,

a. Interview all individuals who meet SOR III requirements.

b. Complete each interview within four (4) days of the second appointment.

c. Use only one (1) GPRA intake survey (the first enrollment) per individual.

d. Enter survey information into the data entry portal provided by RDA within seven (7) days of collection.

4.4.3.5.3. **Six-Month Follow Up**. At the point where the Participant has been enrolled for six (6) months,

a. Interview is required for all Participants with an intake survey regardless of their enrollment/discharge status at the time the survey is due.

b. Surveys are open for three (3) months and open one (1) month before the six (6) month anniversary of the GPRA Intake Survey,

c. Contractor may use incentive funds to encourage hard-to-reach individuals to complete a follow-up survey, if the cost doesn't exceed the rate provided in Section 2, Deliverables Table.

d. Follow-up surveys are not required after grant funding ends.

e. Completed surveys are marked by locating the Participant and the Participant answering questions in the follow-up survey.

f. **Performance Measure for Six (6) Month Follow Up.**

i. Achieve an 80% follow-up rate for the six (6) month survey point; indicating success in locating the Participant and complete the interview.

ii. Administrative follow-up surveys done without the Participant present do not count towards this measurement.

4.4.3.5.4. **Discharge.** At the point where the Participant is discharged from grant services.

a. The discharge survey is to be completed for all individuals who discontinue treatment at the OTN.

b. For Participant lost to follow-up, a Participant is considered discharged from grant services if they have an unplanned absence of services for 30 days or more.

i. In these situations, an administrative discharge survey, which may be completed without the individual's participation, is permitted.

c. Individuals still enrolled at the close of the grant do not require a discharge survey.

d. Complete discharge surveys within fifteen (15) days of discharge.

e. Any individual no longer receiving SOR funded services, per the requirements above, shall be discharged.

**4.5. Provision of outreach and engagement activities**

4.5.1. Enter Participant data every month into the RDA data entry portal as receiving an induction, starting September 30, 2023.

4.5.2. Use rates provided in Section 2, Deliverables Table.

4.5.2.1. MOUD inductions that do not meet SOR III enrollment requirements (marked by the collection of a GPRA intake survey);

4.5.3. Outreach activities conducted monthly and as evidenced through the DBHR monthly report include, but not limited to:

4.5.3.1. Community outreach and education activities

4.5.3.2. Stimulant use disorder referrals;

4.5.3.3. Referrals made post overdose, and

4.5.3.4. Other activities as approved by HCA Contract Manager and as evidenced through the DBHR monthly report.

**4.6. Rate Incentives for Participant Engagement.**

4.6.1. An individual is considered engaged in treatment if they have a Medicaid claim for MOUD in at least one (1) of the three (3) months after their induction month.

4.6.2. A maximum of $2,000 will be awarded for each month Contractor's engagement rate meets or exceeds the "Standard" (60 percent).

4.6.3. A maximum of $1,000 will be awarded for each month Contractor's engagement rate fails to meet or exceed the Standard but meets or exceeds the provider's historical rate.

4.6.4. A total maximum payment of $18,000 could be awarded and rates are determined by DSHS/RDA end of year report.

4.6.5. Historical rates are based on the average engagement rates of SOR clients inducted by the provider in the previous contract year; September 30, 2022 – September 29, 2023.

4.6.6. This measure will be based on clients who are enrolled in Medicaid after release.

## 5. Deliverables Table

HCA Contract Manager may consider and approve requests to reallocate under-spent funds from one deliverable to another deliverable.

| # | Description | Due Date | Rate | Max Payment |
|---|---|---|---|---|
| 1 | Monthly reports | Within five (5) business days after receiving the SOR III Monthly Report from RDA | $ 19,871per report x 12 months | $238,452 |
| 2 | Enrollment of new Participants | | $1,500 per month X 10 Participants X 12 months | $180,000 |
| 3 | Outreach and engagement | | $9,500 per month X 12 months | $114,000 |
| 4 | Special Reports (2) | Report 1 - March 31, 2024<br>Report 2 - September 29, 2024 | $14,103 per report X 2 reports | $28,206 |
| 5 | ENGAGEMENT RATE INCENTIVE (September 2023 – May 2024) | | | |
| | 5a - Exceed standard 60% or | Based on report provided by RDA no later than September 29, 2024 | $2,000 per month X up to 9 months and/or | The sum of 5a's total and 5b's total |
| | 5b - Meet/exceed historical rate | | $1,000 per month X up to 9 months | Up to $18,000 |
| **Maximum Compensation, 09/30/2023-09/29/2024** | | | | **$578,658** |

## ATTACHMENT 2: FEDERAL COMPLIANCE, CERTIFICATIONS AND ASSURANCES

I. **FEDERAL COMPLIANCE** - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. For clarification regarding any of these elements or details specific to the federal funds in this contract, contact: **Megan Fowler.**

a. *Source of Funds* **SOR III**: *This Contract is being funded partially or in full through Cooperative Contract number* ***H79T1085727****, the full and complete terms and provisions of which are hereby incorporated into this Contract. Federal funds to support this Contract are identified by the federal Assistance Listing Number (ALN) 93.788 in the amount of $578,658. The Contractor or Subrecipient is responsible for tracking and reporting the cumulative amount expended under HCA Contract* ***K7291****.*

b. *Period of Availability of Funds* ***SOR III***: *Pursuant to 45 CFR 92.23, Contractor or Subrecipient may charge to the award only costs resulting from obligations of the funding period specified in* ***H79T1085727*** *unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated no later than 90 days after the end of the funding period.*

c. *Single Audit Act: This section applies to subrecipients only. Subrecipient (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Office of Management and Budget (OMB) Super Circular 2 CFR 200.501 and 45 CFR 75.501. A Subrecipient who expends $750,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501.*

d. *Modifications: This Contract may not be modified or amended, nor may any term or provision be waived or discharged, including this particular Paragraph, except in writing, signed upon by both parties.*

1. Examples of items requiring Health Care Authority prior written approval include, but are not limited to, the following:
   i. Deviations from the budget and Project plan.
   ii. Change in scope or objective of the Contract.
   iii. Change in a key person specified in the Contract.
   iv. The absence for more than one (1) months or a 25% reduction in time by the Project Manager/Director.
   v. Need for additional funding.
   vi. Inclusion of costs that require prior approvals as outlined in the appropriate cost principles.
   vii. Any changes in budget line item(s) of greater than twenty percent (20%) of the total budget in this Contract.
2. No changes are to be implemented by the Sub-awardee until a written notice of approval is received from the Health Care Authority.

e. *Sub-Contracting:* The Contractor or Subrecipient shall not enter into a sub-contract for any of the work performed under this Contract without obtaining the prior written approval of the Health Care Authority. If sub-contractors are approved by the Health Care Authority, the subcontract, shall contain, at a minimum, sections of the Contract pertaining to Debarred and Suspended Vendors, Lobbying certification, Audit requirements, and/or any other project Federal, state, and local requirements.

f. *Condition for Receipt of Health Care Authority Funds:* Funds provided by Health Care Authority to the Contractor or Subrecipient under this Contract may not be used by the Contractor or Subrecipient as a match or cost-sharing provision to secure other federal monies without prior written approval by the Health Care Authority.

g. *Unallowable Costs:* The Contractor or Subrecipient's expenditures shall be subject to reduction for amounts included in any invoice or prior payment made which determined by HCA not to constitute allowable costs on the basis of audits, reviews, or monitoring of this Contract.

h. *Supplanting Compliance: SABG:* If SABG funds support this Contract, the Block Grant will not be used to supplant State funding of alcohol and other drug prevention and treatment programs. (45 CFR section 96.123(a)(10)).

i. *Federal Compliance:* The Contractor or Subrecipient shall comply with all applicable State and Federal statutes, laws, rules, and regulations in the performance of this Contract, whether included specifically in this Contract or not.

j. *Civil Rights and Non-Discrimination Obligations:* During the performance of this Contract, the Contractor or Subrecipient shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.) http://www.hhs.gov/ocr/civilrights.

**HCA Federal Compliance Contact Information**

Washington State Health Care Authority

Post Office Box 42710

Olympia, Washington 98504-2710

II. **CIRCULARS 'COMPLIANCE MATRIX' -** The following compliance matrix identifies the OMB Circulars that contain the requirements which govern expenditure of federal funds. These requirements apply to the Washington State Health Care Authority (HCA), as the primary recipient of federal funds and then follow the funds to the sub-awardee, **Benton, County of dba Benton County Corrections Department**. The federal Circulars which provide the applicable administrative requirements, cost principles and audit requirements are identified by sub-awardee organization type.

| | **OMB CIRCULAR** | | |
|---|---|---|---|
| **ENTITY TYPE** | **ADMINISTRATIVE REQUIREMENTS** | **COST PRINCIPLES** | **AUDIT REQUIREMENTS** |
| State. Local and Indian Tribal Governments and Governmental Hospitals | OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501 | | |
| Non-Profit Organizations and Non-Profit Hospitals | | | |

| | |
|---|---|
| Colleges or Universities and Affiliated Hospitals | |
| For-Profit Organizations | |

III. **STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES -** Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) Contracts administered by the Washington State Health Care Authority.

a. **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION :** The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals: are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Section 2 of this certification; and have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the Contractor or Subrecipient not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

The contractor agrees by signing this contract that it will include, without modification, the clause above certification in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

b. **CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS:** The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; Establishing an ongoing drug-free awareness program to inform employees about
   i. The dangers of drug abuse in the workplace;
   ii. The contractor's policy of maintaining a drug-free workplace;
   iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
   iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
2. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (I) above;

3. Notifying the employee in the statement required by paragraph (I), above, that, as a condition of employment under the contract, the employee will—
    i. Abide by the terms of the statement; and
    ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
4. Notifying the agency in writing within ten calendar days after receiving notice under paragraph (III)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
5. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (III) (b), with respect to any employee who is so convicted—
    i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (I) through (V).

For purposes of paragraph (V) regarding agency notification of criminal drug convictions, Authority has designated the following central point for receipt of such notices:

**Legal Services Manager**

WA State Health Care Authority

PO Box 42700

Olympia, WA 98504-2700

c. **CERTIFICATION REGARDING LOBBYING:** Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative Contracts from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative Contract. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative Contract must disclose lobbying undertaken with non-Federal (nonappropriated) funds. These requirements apply to grants and cooperative Contracts EXCEEDING $100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Contract.
2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)

3. The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants, loans and cooperative Contracts) and that all sub-recipients shall certify and disclose accordingly.

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

**d. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA):** The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.

**e. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:** Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all sub-recipients shall certify accordingly.

**The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental**

**health of the American people.**

## f. CERTIFICATION REGARDING OTHER RESPONSIBILITY MATTERS

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
3. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Authority.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, HCA may terminate this transaction for cause or default.

**CONTRACTOR SIGNATURE REQUIRED**

| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL: | TITLE: |
|---|---|
| PLEASE ALSO PRINT OR TYPE NAME:<br>Jerome Delvin, Chairman<br>Benton County Commissioner | |
| ORGANIZATION NAME: (if applicable)<br>Benton County, Washington | DATE: |

# ATTACHMENT 3
## Federal Subaward Identification
## K7291

| | | |
|---|---|---|
| 1. | Federal Awarding Agency | Dept. of Health and Human Services<br>Substance Abuse and Mental Health Services Administration (SAMHSA) |
| 2. | Federal Award Identification Number (FAIN) | H79TI085727 |
| 3. | Federal Award Date | 09-23-2022 |
| 4. | Assistance Listing Number and Title | 93.788 Opioid STR (Opioid Response Grants) |
| 5. | Is the Award for Research and Development? | ☐ Yes ☒ No |
| 6. | Contact Information for HCA's Awarding Official | Keri Waterland, Assistant Director<br>WA State Health Care Authority<br>Division of Behavioral Health and Recovery<br>keri.waterland@hca.wa.gov |
| 7. | Subrecipient name (as it appears in SAM.gov) | Benton County Corrections Department |
| 8. | Subrecipient's Unique Entity Identifier (UEI) | HGN29NCPLDG56 |
| 9. | Subaward Project Description | Increasing availability of medication for treatment for Opioid Use Disorder |
| 10. | Primary Place of Performance | 99350-1300 |
| 11. | Subaward Period of Performance | 9/30/2023-9/29/2024 |
| 12. | Amount of Federal Funds Obligated by this Action | $578,658 |
| 13. | Total Amount of Federal Funds Obligated by HCA to the Subrecipient, including this Action | $578,658 |
| 14. | Indirect Cost Rate for the Federal Award (including if the de minimis rate is charged) | De minimus (10%) |

This Contract is subject to 2 CFR Chapter 1, Part 170 Reporting Sub-Award and Executive Compensation Information. The authorized representative for the Subrecipient identified above must answer the questions below. If you have questions or need assistance, please contact subrecipientmonitoring@hca.wa.gov.

1. Did the Subrecipient receive (1) 80% or more of its annual gross revenue from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; **and** (2) $25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements?

   ☒ YES ☐ NO

2. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   ☐ YES ☒ NO

## ATTACHMENT 4: SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION (SAMHSA) AWARD TERMS

By drawing or otherwise obtaining funds as a subawardee or contractor of a non-federal entity drawing or otherwise obtaining funds from SAMHSA, a branch of the United States Department of Health and Human Services (HHS), you agree to the following pass-through terms and conditions.

| Name | Language |
|---|---|
| Acceptance of the Terms of an Award | This Subaward is subject to the SAMHSA Fiscal Year 2021 – Award Standard Terms, included directly, or incorporated by reference on the Notice of Award (NoA) support the grant. |
| Non-Supplanting | Federal award funds must supplement, not supplant, nonfederal funds. All recipients who receive awards under programs that prohibit supplanting by law must ensure that federal funds do not supplant funds that have been budgeted for the same purpose through non-federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds.<br><br>Block grant funds (SABG and MHBG) will not be used to supplant state funding of alcohol and other drug prevention programs. See 45 CFR § 98.123 |
| Unallowable Costs | All costs incurred prior to the award issue date and costs not consistent with the funding opportunity, 45 CFR Part 75, and the HHS Grants Policy Statement, are not allowable under this subaward. |
| Marijuana Restrictions | Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana treatment using marijuana. Treatment in this context includes the treatment or opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. *See, e.g.,* 45 CFR 75.300(a); 21 USC 812(c)(10) and 841. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substances under the federal law. |
| Executive Pay | The Consolidated Appropriations Act, 2021 (Public Law 116-260), signed into law on December 27, 2020 restricts the amount of direct |

| Name | Language |
|---|---|
| | salary to Executive Level II of the Federal Executive Pay scale. Effective January 3, 2021, the salary limitation for Executive Level II is **$199,300**. |
| Promotional Items | SAMHSA grant funds may not be used for Promotional Items. Promotional Items include but are not limited to: Clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags. |
| Acknowledgment of Federal Funding at Conferences and Meetings | When a conference is funded by a grant or cooperative agreement, the recipient must include the following statement in all conference materials (including promotional materials, agenda, and internet sites):<br>*Funding for this conference was made possible 9in part) by (insert grant or cooperative agreement award number) from SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsements by the U.S. Government.* |
| Rights in Data and Publications | As applicable, recipients agree to the requirements for intellectual property, rights in data, access to research data, publications, and sharing research tools, and intangible property and copyrights as described in 45 CFR 75.322 and the HHS Grants Policy Statement.<br>HCA may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal Award. SAMHSA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so. |
| Mandatory Disclosures | Consistent with 45 CFR 75.113, Subrecipients must disclose, in a timely manner, in writing to HCA and the HHS Office of Inspector General (OIG), all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent in writing to HCA and the HHS OIG at the following addresses:<br>U.S. Department of Health and Human Services<br>Office of Inspector General<br>ATTN: Mandatory Grant Disclosures, Intake Coordinator |

| Name | Language |
|---|---|
| | 330 Independence Avenue, SW, Cohen Building Room 5527<br><br>Washington DC 20201<br><br>Fax: (202) 205-0604 (include “Mandatory Grant Disclosures” in subject line or email)<br><br>MandatoryGranteeDisclosures@oig.hhs.gov<br><br>Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371 remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 & 376 and 31 USC 3321) |
| Lobbying Restrictions | Per 45 CFR §75.215, Subrecipients are subject to the restrictions on lobbying as set forth in 45 CFR part 93.<br><br>U.S.C. > Title 18 > Part I > Chapter 93 > Section 1913, No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his/her request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities.<br><br>Violations of this section shall constitute as a violation of section 1352 (a) of Title 31. |
| Drug Free Workplace | The Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.) requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. By signing this Contract, you agree that the grantee will provide a drug-free workplace and will |

| Name | Language |
|---|---|
| | comply with the requirement to notify NIH if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. Government wide requirements for Drug-Free Workplace for Financial Assistance are found in 2 CFR part 182; HHS implementing regulations are set forth in 2 CFR part 382.400. All recipients of NIH grant funds must comply with the requirements in Subpart B (or Subpart C if the recipient is an individual) of part 382. |
| Trafficking Victims Protection Act of 2000 (22 USC 7104(G)), as amended, and 2 CFR Part 175 | The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons.<br><br>SAMHSA or HCA may unilaterally terminate this award, without penalty, if a private entity recipient, or a private entity subrecipient, or their employees: a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; b) Procure a commercial sex act during the period of time that the award is in effect; or, c) Use forced labor in the performance of the award or subawards under the award.<br><br>The text of the full award term is available at 2 C.F.R. § 175.15(b). See http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec175-15.pdf |
| Confidentiality of Alcohol and Drug Abuse Patient Records | The regulations (42 CFR 2) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (42 CFR 2.11), if the program is federally assisted in any manner (42 CFR 2.12b). Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with 42 CFR Part 2. The Subrecipient is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material. |
| Healthy People 2020 | Healthy People 2020 is a national initiative led by HHS that set priorities for all SAMHSA programs. The initiative has two major goals: (1) increase the quality and years of a healthy life; and (2) eliminate our country's health disparities. The program consists of 28 focus areas and 467 objectives. SAMHSA has actively participated in the work groups of all the focus areas and is committed to the achievement of the Healthy People 2020 goals. Healthy People 2010 and the conceptual framework |

| Name | Language |
|---|---|
| | for the forthcoming Healthy People 2020 process can be found online at: http://www.healthypeople.gov/ |
| Accessibility Provisions | Recipients of Federal financial assistance (FFA) from HHS must administer their programs in compliance with Federal civil rights law. This means that recipients of HHS funds must ensure equal access to their programs without regard to a person's race, color, national origin, disability, age, and in some circumstances, sex and religion. This includes ensuring your programs are accessible to persons with limited English proficiency.<br><br>The HHS Office for Civil Rights also provides guidance on complying with civil rights laws enforced by HHS. Please see: http://www.hhs.gov/ocr/civilrights/understanding/section1557/index.html.<br><br>Recipients of FFA also have specific legal obligations for serving qualified individuals with disabilities. Please see- http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html.<br><br>Please contact the HHS Office for Civil Rights for more information about obligations and prohibitions under Federal civil rights laws at https://www.hhs.gov/civil- rights/index.html or call 1-800-368-1019 or TDD 1-800- 537-7697.<br><br>Also note that it is an HHS Departmental goal to ensure access to quality, culturally competent care, including long-term services and supports, for vulnerable populations. For further guidance on providing culturally and linguistically appropriate services, recipients should review the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care at https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6. |
| Legislative Mandates | Certain statutory provisions under P.L. 115-245, Department of Defense and Labor, Health and Human Services, and Education Appropriations Act, 2019, Division B, Title V, Title II, General Provisions limit the use of funds on SAMHSA grants, cooperative agreements, and contract awards. Such provisions are subject to change annually based on specific appropriation language that restricts the use of grant funds. The full text of P.L. 115-245 is available at https://www.congress.gov/bill/115th-congress/housebill/6157/text?Format=txt. |
| Ad Hoc Submissions | Throughout the project period, SAMHSA may determine that a grant requires submission of additional information beyond the standard |

| Name | Language |
| --- | --- |
| | deliverables. This information may include, but is not limited to, the following:<br>• Payroll<br>• Purchase orders<br>• Contract documentation<br>• Proof of project implementation |

## ATTACHMENT 5: SOR 2022 SPECIAL AWARD TERMS

1. Only U.S. Food and Drug Administration (FDA) – approved products that address opioid use disorder and/or opioid overdose can be purchased with Opioid SOR grant funds.

2. Medication for Opioid Use Disorder (MOUD) using one of the FDA-approved medications for the maintenance treatment of opioid use disorder. MOUD includes methadone, buprenorphine products, including single-entity buprenorphine products, buprenorphine/naloxone tablets, films, buccal preparations, long-acting injectable buprenorphine products, and injectable extended-release naltrexone.

3. SOR grant funds must be used to fund prevention, harm reduction, treatment, and recovery support services and evidence-based practices that are appropriate for the population(s) of focus.

4. SOR funds shall not be utilized for services that can be supported through other accessible sources of funding such as other federal discretionary and formula grant funds, (e.g., HHS, CDC, CMS, HRSA, and SAMHSA), DOJ (OJP/BJA), and non-federal funds, third party insurance, and sliding scale self-pay among others.

5. SOR funds for treatment and recovery support services shall only be utilized to provide services to individuals that specifically address opioid or stimulant misuse issues. If either an opioid or stimulant misuse problem (history) exists concurrently with other substance use, all substance use issues may be addressed. Individuals who have no history of or no current issues with opioids or stimulants misuse shall not receive treatment or recovery services with SOR grant funds.

6. Recipients must implement prevention and education services including training of peers, first responders, and other key community sectors on recognition of opioid overdose and appropriate use of the opioid overdose antidote naloxone, developing evidence-based community prevention efforts such as strategic messaging on the consequences of opioid and stimulant misuse, implementing school-based prevention programs and outreach, and purchasing and distributing opioid overdose antidote reversal naloxone, based on the naloxone distribution and saturation plan, and train on its use.

7. Recipients are expected to report client level data into SAMHSA's Performance Accountability and Reporting System (SPARS) in the required timelines set forth in the NOFO. Recipients are expected to report program-level data on a quarterly basis in SPARS. Grantees are also required to comply with all additional data collection requirements of the grant. Grantees shall fully participate in any SAMHSA-sponsored evaluation of the SOR grant program. The submission of these data in the form required by SAMHSA is a requirement of funding. Noncompliance with this requirement may result in restricted access to funding for this year or limited or no access to funding in the future grant year.

8. Funds may not be expended through the grant or a subaward by any agency which would deny any eligible client, patient or individual access to their program because of their use of FDA-approved medications for treatment of substance use disorders (e.g., methadone, buprenorphine products including buprenorphine/naloxone combination formulations and buprenorphine monoproduct formulations, naltrexone products including extended-release and oral formulations or long acting products such as extended release injectable or implantable buprenorphine.) Specifically, patients must be allowed to participate in methadone treatment rendered in accordance with current federal and state methadone dispensing regulations from an Opioid Treatment Program and ordered by a physician who has evaluated the client and determined that methadone is an appropriate medication treatment for the individual's opioid use disorder. Similarly, medications available by prescription or office-based implantation must be permitted if it is appropriately authorized through prescription by a licensed prescriber or provider. In all cases, MOUD must be permitted to be continued for as long as the prescriber or treatment provider determines that the medication is clinically beneficial. Recipients must assure that clients will not be compelled to no longer use MOUD as part of the conditions of any programming if stopping is inconsistent with a licensed prescriber's recommendation or valid prescription.

9. Procurement of DATA waiver training is not allowable use of SOR funds as this training is offered free of charge from SAMHSA at pcssnow.org. No funding may be used to procure DATA waiver training by recipients or subrecipients of SOR funding.

10. SOR funds shall not be utilized to provide incentives to any Health Care Professional for receipt of a Data Waiver or any type of Professional Development Training.

11. Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder and stimulant use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements."); 21 U.S.C. §§ 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

12. SAMHSA recipients must also comply with SAMHSA's standard funding restrictions, which are included in Appendix G (Standard Funding Restrictions) in the Notice of Funding Opportunity.

## ATTACHMENT 6: DEFINITIONS SPECIFIC TO SOR 2022 SPECIAL AWARD TERMS

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

1. "ADAI" means the University of Washington's Addictions Drug & Alcohol Institute, and its employees and authorized agents.

2. "Agonist" means an FDA-approved opioid agonist medication (e.g., methadone, buprenorphine products including buprenorphine/naloxone combination formulations and buprenorphine mono-product formulations) for the maintenance treatment of opioid use disorder.

3. "Antagonist" means the FDA-approved opioid antagonist medication (e.g., naltrexone products including extended-release and oral formulations) to prevent relapse to opioid use.

4. "ASAM" means the American Society of Addiction Medicine.

5. "Care Navigator" means the position responsible to provide support to and work collaboratively with the Care Manager. In addition, the Care Navigator will work closely and collaboratively with staff at each MOUD Treatment Site/Provider(s) to coordinate patient care, keep the patient engaged with services, address issues related to relapse, and communicate together on patient needs. Duties also include conducting screenings, scheduling appointments, following up on missed appointments, medication diversion control, grant data recordkeeping and reporting, and making referrals to the appropriate MOUD Treatment Site/Provider(s). The Care Navigator can be a licensed or credentialed Substance Use Disorder Professional (SUDP) or Substance Use Disorder Professional Trainee (SUDPT), behavioral healthcare worker, social worker, primary healthcare worker, or other staff depending on the personnel needs of the Initiation Site

6. "Cognitive Behavioral Therapy" or "CBT" means an evidence-based treatment that has been demonstrated to be effective for a range of issues including depression, anxiety disorders, alcohol and substance use disorder, marital problems, eating disorders and severe mental illness.

7. "Data Collector Coordinator" means the person responsible for managing all data collection activities and also serves as the liaison between the OTN and the Project Evaluators (RDA). The Coordinator must become competent in all aspects of GPRA data collection (intake, and six-month follow ups and discharge) required for this project (including completion of SAMHSA GRPA training and project data collection systems) and be available and responsive to Project Evaluators (RDA).

8. "DBHR" means the HCA Division of Behavioral Health and Recovery, and its employees and authorized agents.

9. "DEI" means diversity, equity, and inclusion.

10. "Department of Health" or "DOH" means a state agency who works with others to protect and improve the health of all people in Washington State. DOH programs and services help prevent illness and injury, promote healthy places to live and work, provide

information to help people make good health decisions and ensure that Washington State is prepared for emergencies.

11. *"Diagnostic and Statistical Manual of Mental Disorders"* or "*DSM–5*" means the product of more than 10 years of effort by hundreds of international experts in all aspects of mental health. Their dedication and hard work have yielded an authoritative volume that defines and classifies mental disorders in order to improve diagnoses, treatment, and research.

12. "DSHS" means the Washington State Department of Social and Health Services, and its employees and authorized agents.

13. "Engagement Measure" means the percentage of individuals receiving any MOUD within 3 months following their OTN induction month. It will be limited to individuals receiving publicly-funded (i.e. Medicaid) MOUD.

14. "Evidence-based Practice" or "EBP" means a prevention or treatment service or practice that has been validated by some form of documented research evidence and is appropriate for use with individuals with an opioid use disorder.

15. "Electronic Health Records" or "EHR" means a certified electronic health record system that has been tested and certified by an approved Office of National Coordinator for Health Information Technology's (ONC) certifying body.

16. "FDA" means the U.S. Food and Drug Administration.

17. "GPRA" means Government Performance Results and Modernization Act. Grantees must comply with the GPRA Modernization Act of 2010.

18. "HCA" means the Washington State Health Care Authority and its employees and authorized agents.

19. "Human Immunodeficiency Virus" or "HIV" means the virus that may causes AIDS.

20. "Induct" means the medically monitored initiation of treatment medication when a person with an opioid use disorder has abstained from using opioids for the appropriate amount of time in order to tolerate the utilization of MOUD.

21. "Initiation Site Prescriber" or "Waivered Prescriber" means a physician, physician's assistant (PA), or nurse practitioner (NP) that has obtained and maintained a current DATA 2000 Waiver to prescribe buprenorphine and other medications. A prescriber will also inform individuals regarding the risks and benefits of MOUD, allow for shared-decision making and address other presenting medical needs either directly or by referral.

22. "Integrated Care" means the organized delivery and/or coordination of medical, behavioral or social and recovery support services provided for individuals.

23. "Local MOUD (formerly MAT) Treatment Site" means a facility that will provide Opioid Use Disorder (OUD) treatment medications, behavioral health treatment and/or primary healthcare services, and/or wrap-around services, and referrals. MOUD Treatment

Site/Provider(s) may be federally qualified health center (FQHC), opioid treatment program, outpatient substance use disorder treatment facility, mental health clinic, or integrated behavioral health clinic.

24. “Low barrier” means increase access to treatment for people with SUD and/or OUD by creating programs that are patient focused and eliminate as many barriers as possible including availability, cost, and stigma

25. “Medication Assisted Treatment” or “MAT” (now MOUD) means the use of FDA-approved opioid agonist medications (e.g., methadone, buprenorphine products including buprenorphine/naloxone combination formulations and buprenorphine mono-product formulations) for the treatment of opioid use disorder and the use of opioid antagonist medication (e.g. naltrexone products including extended-release and oral formulations) to prevent relapse to opioid use.

26. “Medication for Opioid Use Disorder” or “MOUD” means the use of FDA-approved opioid agonist medications (e.g., methadone, buprenorphine products including buprenorphine/naloxone combination formulations and buprenorphine mono-product formulations) for the maintenance treatment of opioid use disorder and the use of opioid antagonist medication (e.g., naltrexone products including extended-release and oral formulations) to prevent relapse to opioid use.

27. “Motivational Interviewing” or “MI” means an evidence-based practice with a focus on resolving ambivalence and centers on motivational processes within the individual that facilitate positive change.

28. “Nurse Care Manager” means the nurse or other employee at the Initiation Site who is responsible for providing medical support to the prescribing physician or other waivered prescribers. Duties of the Care Manager include, but are not limited to patient screening, MOUD education, assisting with MOUD inductions, taking vital signs, drug testing, lab work, medical assessments, charting, care planning, stabilization, maintenance, ongoing coordination of follow-up care, relapse prevention, support for patient self-management, and observation of the patient.

29. “OTN” means an Opioid Treatment Network that includes an Initiation Site and Local MOUD Treatment Site/Provider(s).

30. “Opioid Use Disorder” or OUD is defined by a pattern of problematic use of opioids, whether prescription painkillers, or heroin, or other illicit synthetic opioids. Practitioners use criteria from the Diagnostic and Statistical Manual of Mental Disorders 5 (DSM 5) to diagnose opioid use disorder.

31. “Prescriber/Administrator” means the position responsible for developing, administering, and overseeing the program and ongoing performance of the OTN. Initiation Sites may use funding to provide oversight and management to an administrator if more appropriate, depending on the business needs of the OTN.

32. “Prescription Monitoring Drug Program” or “PMDP” means a law that the Washington State Legislature passed in 2007 requiring the Department of Health to create a prescription monitoring program. The law directs the Department to design the program to improve healthcare quality and effectiveness by: Reducing abuse of controlled

substances, reducing duplicative prescribing and overprescribing; and improving prescribing practices.

33. “Report” or “Monthly Report” means and refers to a report that the Contractor will complete and submit to DBHR on a monthly basis prior to monthly reimbursement.

34. “RDA” means the Department of Social and Health Services, Research and Data Analysis Division, to whom the Contractor will send required patient and program data through a secure data file transfer.

35. “SAMHSA” means the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, and its employees and authorized agents.

36. “Stimulate Use Disorder” means a pattern of amphetamine-type substance, cocaine, or other stimulant use leading to clinically significant impairment or distress (DSM-5).

37. “Substance Use Disorder Professional” or “SUDP” means an individual certified in substance use disorder counseling by the Washington Department of Health Licensing.

38. “Substance Use Disorder Professional Trainee” or “SUDPT” means an individual who is in training to become a certified SUDP and is under supervision by a certified SUDP.

39. “SUD” means substance use disorder. Practitioners use criteria from the Diagnostic and Statistical Manual of Mental Disorders 5 (DSM-5).

40. “Sustainability Plan” means a roadmap for achieving long-term stability and maintenance through documentation of strategies allowing for the program, activities and partnerships to continue.

41. “Viral Hepatitis” means is an infection that causes liver inflammation and damage.

42. “Warm hand-off” means a transfer of care between two members of the health care team, where the handoff occurs in front of the patient explaining why the other team member can better address a specific issue with the patient and emphasizing the other team member’s competence.

## ATTACHMENT 7: SAMHSA HARM REDUCTION GUIDELINES

The following harm reduction services/supplies are allowable costs that may be covered with SOR funds:

| Harm Reduction Services | Harm Reduction Supplies |
|---|---|
| • Overdose reversal education and training services<br>• Navigation services to ensure linkage to HIV and viral hepatitis prevention, testing, treatment and care services, including antiretroviral therapy for HCV and HIV, pre-exposure prophylaxis (PrEP), post-exposure prophylaxis (PEP), prevention of mother to child transmission and partner services<br>• Referral to hepatitis A and hepatitis B vaccinations to reduce risk of viral hepatitis infection<br>• Provision of education on HIV and viral hepatitis prevention, testing, and referral to treatment services<br>• Provision of information on local resources and/or referrals for PrEP | • Overdose reversal supplies, including the purchase of naloxone kits (this may include syringes for the purpose of administering injectable naloxone only)<br>• Substance test kits, including fentanyl test strips<br>• Safer sex kits, including condoms<br>• Sharps disposal and medication disposal kits<br>• Wound care supplies<br>• Medication lock boxes<br>• Supplies to promote sterile injection and reduce infectious disease transmission through injection drug use, exclusive of sterile needles, syringes, and other drug paraphernalia*<br>• Safer smoking kits to reduce infectious disease transmission, excluding pipes/pipettes and other drug paraphernalia**<br>• FDA-approved home testing kits for viral hepatitis (i.e., HBV and HCV) and HIV<br>• Written educational materials on safer injection practices and HIV and viral hepatitis and prevention, testing, treatment, and care services<br>• Distribution mechanisms (e.g., bags for naloxone or safer sex kits, metal boxes/containers for holding naloxone) for harm reduction supplies, including stock as otherwise described and delineated on this list |

**The Harm Reduction grant program is authorized under Section 2706 of the American Rescue Plan Act (ARPA) of 2021, which is not subject to the same syringe funding restrictions as other federal grants. Syringes to prevent and control the spread of infectious diseases are allowed for purchase with grant funds authorized by ARPA for SAMHSA Harm Reduction programs.*

***No federal funding is used directly or through subsequent reimbursement of grantees to purchase pipes in safer smoking kits. Grants include explicit prohibitions of federal funds to be used to purchase drug paraphernalia.*

### National Harm Reduction Technical Assistance (TA) Center

SAMHSA is also collaborating with CDC on their National Harm Reduction Technical Assistance Center to provide a comprehensive approach to harm reduction through syringe services programs (SSPs) and to improve access to prevention and intervention services to prevent infectious disease consequences of drug use. Going beyond education and technical assistance efforts related to needle exchange, SAMHSA's support of CDC's existing National Harm Reduction Technical Assistance (TA) Center will enable the Center to also address also a variety of other individual and community factors related to harm reduction, such as, for example, naloxone distribution and administration, safer sex kits, HIV and viral hepatitis testing, COVID-19 response, community stigma, and opportunities for collaboration between harm reduction and other community efforts (e.g., peer-delivered recovery support efforts). Through the collaboration with SAMHSA, the TA Center will support efforts to expand capacity, increase effectiveness, and strengthen the performance and accountability of harm reduction services. This will be done within a comprehensive prevention strategy at the state and community levels and will provide technical assistance and consultation services to support implementation of effective, evidence-based harm reduction programs, practices, and policies in diverse settings.

### Additional Resources

- Department of Health and Human Services: Overdose Prevention Strategy
- The Biden-Harris Administration's Statement of Drug Policy Priorities for Year One (PDF | 335 KB)
- National Harm Reduction Technical Assistance Center

# ATTACHMENT 8
## Culturally and Linguistically Appropriate Services (CLAS)

1. The Contractor shall participate in and cooperate with HCA efforts to promote the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care (https://thinkculturalhealth.hhs.gov/clas ). The Contractor will provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs.

2. At a minimum, the Contractor shall:

    a. Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis. (CLAS Standard 4);

    b. Offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services. (CLAS Standard 5);

    c. Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally, and in writing. (CLAS Standard 6);

    d. Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided. (CLAS Standard 7);

    e. Provide easy-to-understand print and multimedia materials and signage in the languages commonly used by the populations in the service area. (CLAS Standard 8);

    f. Establish culturally and linguistically appropriate goals, policies, and management accountability, and infuse them throughout the organization's planning and operations. (CLAS Standard 9);

    g. Collect and maintain accurate and reliable demographic data to monitor and evaluate the impact of CLAS on health equity and outcomes and to inform service delivery. (CLAS Standard 11); and

    h. Create conflict and grievance resolution processes that are culturally and linguistically appropriate to identify, prevent, and resolve conflict or complaints. (CLAS Standard 14).

3. The Contractor shall pass these requirements onto any subcontractor utilizing federal grant funds.

# ATTACHMENT 9
## Standard of Care for MOUD in Jails Program

1. **Purpose.** To provide medication for opioid use disorder (MOUD) in jails to incarcerated individuals who present with an opioid use disorder (OUD). To support a full MOUD program which includes the following: an OUD assessment, discussion of MOUD options between the incarcerated individual and provider, initiation prior to the onset of withdrawal or continuation of MOUD, release and reentry planning to include connection with continued treatment, same day release appointment when possible or MOUD to bridge patient until next appointment and naloxone upon release. Reentry planning may also include assisting the incarcerated individual with sign-up of Medicaid, reestablishing Medicaid and connection with the Managed Care Organizations (MCOs).

   Health Equity - This project also intends to address inequities in OUD treatment and recovery services by providing medically necessary treatment for opioid use disorder to incarcerated individuals. MOUD in jails programs should understand cultural barriers and provide culturally appropriate services and recognize the need for inclusion of people with lived experiences in the development of the MOUD in jails programs. Additionally, this project intends to identify stigma and educate staff to ensure ongoing collaboration and openness to change.

2. **Performance Work Statement.** The Contractor shall ensure funds are responsibly used towards the MOUD program in the jail/jails and provide the core components or a progressive plan to achieve the core components which include:

   a. FDA approved medication for opioid use disorder (MOUD) must be available and offered to all incarcerated individuals who present with OUD at intake. Individuals with OUD may decline MOUD at any time, but ongoing discussions on MOUD may be offered.

   b. Methadone, buprenorphine, naltrexone should all be offered unless: (a) an opioid treatment program (OTP) is not within reasonable driving distance from the jail, in which case the jail is not required to offer methadone as an option; or (b) there is no available buprenorphine provider in the community to which the patient will likely release, in which case the jail is not required to offer buprenorphine as an option. Naltrexone may be provided in oral formulation while the patient is incarcerated, but injectable long-acting naltrexone must be offered as an option prior to release.

   c. MOUD must be continued for those who are already taking MOUD upon entering the facility. MOUD is continued using the same medication, at the same dose unless ordered otherwise by the prescriber based on clinical need (documented in the patient's medical record) with the exception of injectable long-acting naltrexone which may be converted to an equivalent oral dose until just prior to release and the injectable form is restarted. Methadone may be transitioned to buprenorphine if the jail is not a licensed opioid treatment program (OTP) and the

nearest OTP is not within reasonable driving distance from the jail. The presence of other illicit or controlled substances should not result in discontinuation of MOUD (consistent with the 2020 ASAM National Practice Guideline for the Treatment of Opioid Use Disorder).

d. Assessing for risk of acute withdrawal must be done upon intake. Assessing for opioid use disorder (OUD) absent a risk of acute withdrawal must also be done, but it may be done after intake, as long as the delay does not impair the ability to begin treatment prior to release. The incarcerated individual must be educated on treatment choices and the process for continuation of access to MOUD, during incarceration, and upon release. (See resources for validated tool suggestions.)

e. Individuals entering the facility who are physically dependent on opioids, must be offered MOUD treatment; withdrawal (including withdrawal using buprenorphine or methadone) is not acceptable unless the patient provides an informed refusal of treatment or the patient elects MOUD treatment with naltrexone, in which case withdrawal is clinically required. Use of other medications (clonidine, anti-emetics, anti-diarrheas, analgesics) may be used as adjuncts or may be used in place of opioid agonist or partial agonist if the individual so chooses, but they may not be the only withdrawal treatment available.

f. Methadone and buprenorphine must be administered daily or more frequently. Alternate-day (“Balloon”) dosing of buprenorphine may be used in rare cases based on a clinical need, the decision for which is arrived at jointly between the healthcare provider and patient and is well-documented in the patient’s medical record.

g. Release planning and reentry coordination completed as soon as possible to ensure an effective plan is in place prior to release or in the event of an unexpected release of an incarcerated individual who needs continued treatment and services.

h. Provide at least 2 doses of naloxone and naloxone administration training to all incarcerated individuals with OUD upon release.

i. Schedule the first community appointment with a treatment facility.

j. Provide to the individual upon their release, and at no cost to the individual, a MOUD prescription for 7 days of the same bridging medication the individual is prescribed while in custody. This prescription requirement does not apply to individuals treated with injectable MOUD. Individuals released during the jail’s normal business hours may request transportation by jail staff to a scheduled follow-up appointment made prior to the individual’s release.

k. Ensure policies and procedures are in place to mitigate medication diversion.