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

Regular Board of Commissioners Meeting
Tuesday, May 14, 2024 - 9:00 AM
Commissioners' Hearing Room, Benton County Administration Building
7122 W. Okanogan Place, Building E, 3rd Floor, Suite E-303
Kennewick, 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: May 7, 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. Accounts Payable ~ Check Posting List for 05/03/2024

Building
b. Services Contract w/The Building Department, Inc. dba Northwest Code Professionals for Inspection and Plan Review Services

Canine Shelter
c. Services Contract w/Benton City for Canine Shelter Services

Commissioners
d. Declaring Tax-Title Property Surplus
e. Exclusive Agency Sale Listing Agreement w/SVN, Retter and Company

District Court
f. Services Contract w/Lourdes Counseling Center for Therapeutic Courts
g. Services Contract w/Valley Alcohol Council d/b/a Merit Resources Services for Therapeutic Courts

Information Technology
h. Amending Resolution 2023-874 w/CivicPlus for Custom IDP Integration Package Implementation
i. Purchase of Five Laptops, Docks, and Monitors from Dell Inc. for Canine Shelter

Office of Public Defense

j. Services Agreement w/Mark Almquist, dba Columbia Private Investigation, LLC for Public Defense Investigation Services

Purchasing

k. Contracts w/Central Manufacturing, Inc., Central Washington Asphalt, Inc., Ergon Asphalt & Emulsions, O.L. Luther Co, Inc., and Granite Construction Company to Supply Road Surfacing Materials.
l. Contract w/Central Washington Asphalt, Inc. for Acord Road Paving Project CE 2156
m. Authorizing Payment to Meier Architecture & Engineering, Inc. for Outstanding Invoice
n. Rescinding Resolutions 2024-0013 and 2024-0183 and Ratifying Change Order #2 w/Banlin Construction, LLC for the Justice Center Tenant Improvement Project
o. Approving Construction Plans and Authorization to Proceed with Advertisement and Bid Process for C.E. 2097 CRP – Guidepost and Guardrail Installation Project

Road

p. Coding Correction, Fund No. 5010 and 1010, Dept. 650 and 500 for CAMS Software Agreement

Sheriff

q. Contract w/the U.S. Department of Energy for Law Enforcement Service

Closed Hearing

Request for Zone Change – ZC 2024-001 by Courtney Raeder ~ M Mercer

Public Hearing

Amendment Application CPA 2024-001 for Comprehensive Plan Land Use Designation by Spink Engineering ~ M Mercer

Amendment Application CPA 2024-002 for Comprehensive Plan Land Use Designation by Spink Engineering ~ M Mercer

Scheduled Business

Amended Interagency Agreement w/WA State Administrative Office of the Courts ~ T Runge

Membership Application Agreement with MMCAP Infuse and Payment to Henry Schein, Inc. ~ Lt. Kasey Kist

Other Business

Executive Session

Potential Litigation ~ R Brown, G Wendt

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 Courthouse, Prosser, WA
Tuesday, May 7, 2024, 9:00 a.m.
Meeting provided in-person, by Video Live-Broadcast and Telephonically via/WebEx

Present: Chairman Jerome Delvin
Commissioner Michael Alvarez
Commissioner Will McKay
Deputy County Administrator, Matt Rasmussen
Clerk of the Board Amanda Pearson

Absent: County Administrator Jerrod MacPherson (excused)

Benton County Employees Present During All or a Portion of the Meeting: Information Technologies Manager, Robert Heard; Human Resources Manager, Carlee Nave; Deputy Prosecuting Attorney, Ryan Brown; County Clerk, Josie Delvin; Auditor, Brenda Chilton; Office of Public Defense Manager, Charlie Dow; Finance Manager, Linda Ivey

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of April 30th, 2024 were approved.

Review Agenda

None.

Public Comment

None.

Consent Agenda

MOTION: Commissioner Alvarez moved to approve the consent agenda items “a” through “s”. Commissioner McKay seconded and upon vote, the Board approved the following:

Auditor

a. Payroll ~ Check Posting List for 04/24/24
b. Accounts Payable ~ Check Posting List for 04/26/24

DRAFT

CARES/CRRSAA

c. Line-Item Transfer, Fund No. 0010, Dept. 139 for the Juvenile Facility Construction

Commissioners

d. Surplus and Disposition of Personal Property
e. Line-Item Transfer, Fund No. 1330, Dept. 000 for the Juvenile Facility Construction
f. Approving the Janssen Opioid Settlement Participation Agreement

Corrections

g. Fourth Amended Agreement with Everhealth, LLC for Health Care Services at the Jail

Juvenile

h. Contract Amendment No. 2 with Connections Consulting MA LLC

Purchasing

i. Ratifying Change Order #3 with Banlin Construction, LLC for the Election Center Project
j. Ratifying Change Order #1 with Bouten Construction Company for the Columbia Valley Center for Recovery Project
k. Contract with National Cine Media, LLC for Elections Digital Outreach Campaign
l. Purchase of Pickup from Corwin Ford Tri-Cities for the Canine Control Department
m. Accepting Work Performed by American Rock Products for Bituminous Surface Treatment and Edge Repair Project
n. Accepting Work Performed by Construction Ahead, Inc. for Payment Markings Project
o. First Contract Amendment with Basin Building Solutions, LLC for HVAC Control Services

Sheriff

p. Amending Resolution 2023-564 Authorizing Payment to The Bunker for Purchases of Uniforms and Equipment
q. Purchase Agreement with Hurricane Butterfly Law Enforcement, LLC for Munition Products
r. Purchase Agreement with ONYX Protective Group for Body Armor and Ballistics Resistant Products

Sustainable Development

s. Amended Contract with Plauche and Carr LLP for Implementation of the Yakima Basin Integrated Plan

Scheduled Business

Washington Association of Sheriffs and Police Chiefs Body-Worn Camera Grant

Lt. Kist and Accreditation Coordinator, Charles Glasscock

Washington Association of Sheriffs and Police Chiefs are seeking applications for grants from agencies that have implemented or will be implementing body-worn camera programs during the period between July 1, 2024, and June 30, 2025. One of the categories that may be funded by the grant is “ongoing costs related to the maintenance and storage of data recorded by body-worn cameras”.

The Benton County Sheriff’s Office (BCSO) has implemented a body-worn camera program and is fielding significant numbers of public records requests for body-worn camera footage. As a result, each clerk that deals with public records requests must have their own license to access Axon Enterprise’s “Evidence.com”.

BCSO recommends submitting an application for funding under the Washington Association of Sheriffs and Police Chiefs Body-Worn Camera Grant application for FY2025 in the amount of $3,709.42 to reimburse the County for additional licenses from Axon Enterprises for electronic storage for the period of the grant.

DRAFT

MOTION: Commissioner Alvarez moved to authorize the Benton County Sheriff's Office to submit an application for funding under the Washington Association of Sheriffs and Police Chiefs Body-Worn Camera Grant application for FY2025 in the amount of $3,709.42. Commissioner McKay seconded and upon vote, the motion carried as presented.

Other Business

Tort Claim

CC 2024-07 Eduardo Gutierrez received on 4/30/2024
CC 2024-08 Jordan Conner received on 5/1/2024

Payroll

Check Date: 04/24/2024

Payroll Checks
Total of all Funds: $3,053.42
Direct Deposit #: 189113-189131

Payroll Draw Deductions/Transfers
Total of all Funds: $551.34
ACH #: 1831

Accounts Payable

Check Date: 04/26/2024

Warrants #: 256339-256412
Total of all Funds: $1,201.038.75

EFT's #: 886-906
Transfers #: 1805, 1811, 1816-1827, 1833-1838
Total of all Funds: $268,949.75

Resolutions

2024-0326	Line-Item Transfer, Fund No. 0010, Dept. 139 for the Juvenile Facility Construction
2024-0327	Surplus and Disposition of Personal Property
2024-0328	Line-Item Transfer, Fund No. 1330, Dept. 000 for the Juvenile Facility Construction
2024-0329	Approving the Janssen Opioid Settlement Participation Agreement
2024-0330	Fourth Amended Agreement with Everhealth, LLC for Health Care Services at the Jail
2024-0331	Contract Amendment No. 2 with Connections Consulting MA LLC
2024-0332	Ratifying Change Order #3 with Banlin Construction, LLC for the Election Center Project
2024-0333	Ratifying Change Order #1 with Bouten Construction Company for the Columbia Valley Center for Recovery Project
2024-0334	Contract with National Cine Media, LLC for Elections Digital Outreach Campaign
2024-0335	Purchase of Pickup from Corwin Ford Tri-Cities for the Canine Control Department
2024-0336	Accepting Work Performed by American Rock Products for Bituminous Surface Treatment and Edge Repair Project

DRAFT

2024-0337 Accepting Work Performed by Construction Ahead, Inc. for Payment Markings Project
2024-0338 First Contract Amendment with Basin Building Solutions, LLC for HVAC Control Services
2024-0339 Amending Resolution 2023-564 Authorizing Payment to The Bunker for Purchases of Uniforms and Equipment
2024-0340 Purchase Agreement with Hurricane Butterfly Law Enforcement, LLC for Munition Products
2024-0341 Purchase Agreement with ONYX Protective Group for Body Armor and Ballistics Resistant Products
2024-0342 Amended Contract with Plauche and Carr LLP for Implementation of the Yakima Basin Integrated Plan
2024-0343 Authorizing Washington Association of Sheriffs and Police Chiefs Body-Worn Camera Grant

There being no further business before the Board, the meeting adjourned at approximately 9:05 a.m.

_____ _____

Clerk of the Board Chairman

DRAFT

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: 05/03/2024

Warrants # 256425-256602
Total of all Funds: $2,055,664.64

EFT # 907
Transfers # 1804, 1839-1845, 1850
Total of all Funds: $45,398.28

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
256425	05/03/2024	PRTD	105656	9 N WAVERLY PL LLC	04/29/2024		050324	1,090.00
						CHECK	256425 TOTAL:	1,090.00
256426	05/03/2024	PRTD	105656	9 N WAVERLY PL LLC	04/29/2024		050324	500.00
						CHECK	256426 TOTAL:	500.00
256427	05/03/2024	PRTD	100020	A DIFFERENT SHADE, LLC	04/12/2024		050324	1,081.57
						CHECK	256427 TOTAL:	1,081.57
256428	05/03/2024	PRTD	105020	ABRAMS RESIDENTIAL PROPERTIES LLC	04/22/2024		050324	2,900.00
						CHECK	256428 TOTAL:	2,900.00
256429	05/03/2024	PRTD	102180	ACORN 03 LLC	04/18/2024		050324	6,810.00
						CHECK	256429 TOTAL:	6,810.00
256430	05/03/2024	PRTD	100067	ADKINS, GARY	04/22/2024		050324	4,894.00
						CHECK	256430 TOTAL:	4,894.00
256431	05/03/2024	PRTD	105681	AHMED N PHIPPS	04/25/2024		050324	80.00
						CHECK	256431 TOTAL:	80.00
256432	05/03/2024	PRTD	103354	AOC/JUDICIAL CONFERENCE	04/30/2024		050324	285.00
				AOC/JUDICIAL CONFERENCE	04/30/2024		050324	285.00
				AOC/JUDICIAL CONFERENCE	04/30/2024		050324	285.00
				AOC/JUDICIAL CONFERENCE	04/30/2024		050324	285.00
						CHECK	256432 TOTAL:	1,140.00
256433	05/03/2024	PRTD	101377	ARAMARK CORRECTIONAL SVCS LLC	04/24/2024		050324	24,482.51
						CHECK	256433 TOTAL:	24,482.51

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
256434	05/03/2024	PRTD	101372	ARC OF TRI-CITIES, INC, THE	04/10/2024		050324	2,136.52
				ARC OF TRI-CITIES, INC, THE	04/10/2024		050324	3,105.12
							CHECK 256434 TOTAL:	5,241.64
256435	05/03/2024	PRTD	101108	ARELLANO, CARLOS	04/29/2024		050324	975.00
							CHECK 256435 TOTAL:	975.00
256436	05/03/2024	PRTD	101108	ARELLANO, CARLOS	04/29/2024		050324	975.00
							CHECK 256436 TOTAL:	975.00
256437	05/03/2024	PRTD	100949	ARMSTRONG & JAMESON PS	04/19/2024		050324	8,000.00
							CHECK 256437 TOTAL:	8,000.00
256438	05/03/2024	PRTD	101059	AUTO RESCUE LLC	03/21/2024		050324	164.14
				AUTO RESCUE LLC	03/10/2024		050324	239.14
							CHECK 256438 TOTAL:	403.28
256439	05/03/2024	PRTD	101550	B-F HEALTH DISTRICT CENTER	04/23/2024		050324	33,048.50
				B-F HEALTH DISTRICT CENTER	04/23/2024		050324	3,906.25
							CHECK 256439 TOTAL:	36,954.75
256440	05/03/2024	PRTD	105003	BECKWITH & KUFFEL INC	04/18/2024	24100149	050324	548.67
							CHECK 256440 TOTAL:	548.67
256441	05/03/2024	PRTD	101535	BENTON PUD	04/19/2024		050324	85.67
				BENTON PUD	04/23/2024		050324	309.36
				BENTON PUD	04/23/2024		050324	2,921.45
				BENTON PUD	04/24/2024		050324	589.85
				BENTON PUD	05/01/2024		050324	853.43

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
				BENTON PUD	05/01/2024		050324	1,559.36
				BENTON PUD	05/01/2024		050324	1,353.37
				BENTON PUD	05/01/2024		050324	789.97
							CHECK 256441 TOTAL:	8,462.46
256442	05/03/2024	PRTD	101654	BROADMOOR APT, THE	04/17/2024		050324	1,281.00
				BROADMOOR APT, THE	04/17/2024		050324	50.00
							CHECK 256442 TOTAL:	1,331.00
256443	05/03/2024	PRTD	101675	BUILDERS' HARDWARE & SUPPLY CO, INC	04/17/2024		050324	30.59
							CHECK 256443 TOTAL:	30.59
256444	05/03/2024	PRTD	105452	CAMBRIA NELSON	05/01/2024		050324	1,325.00
							CHECK 256444 TOTAL:	1,325.00
256445	05/03/2024	PRTD	101707	CAMPBELL, LLC-LMHC, AMY P	04/05/2024		050324	1,375.00
							CHECK 256445 TOTAL:	1,375.00
256446	05/03/2024	PRTD	101726	CAREER PATH SERVICES, EMPLOYMENT AN	04/11/2024		050324	31.45
							CHECK 256446 TOTAL:	31.45
256447	05/03/2024	PRTD	104996	CARMELA PORFINO PINEDA	04/26/2024		050324	353.03
							CHECK 256447 TOTAL:	353.03
256448	05/03/2024	PRTD	101739	CARTRIDGE WORLD	04/19/2024		050324	2,131.49
							CHECK 256448 TOTAL:	2,131.49
256449	05/03/2024	PRTD	101750	CASCADE NATURAL GAS CORP	04/10/2024		050324	2,572.99
							CHECK 256449 TOTAL:	2,572.99

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
256450	05/03/2024	PRTD	100021	CH KENNEWICK LLC	04/16/2024		050324	6,864.83
				CH KENNEWICK LLC	04/16/2024		050324	799.59
							CHECK 256450 TOTAL:	7,664.42
256451	05/03/2024	PRTD	105023	CHERRYHILL VILLAS	04/29/2024		050324	1,712.00
							CHECK 256451 TOTAL:	1,712.00
256452	05/03/2024	PRTD	105023	CHERRYHILL VILLAS	04/29/2024		050324	464.81
							CHECK 256452 TOTAL:	464.81
256453	05/03/2024	PRTD	101818	CITY OF KENNEWICK	04/18/2024		050324	15,842.00
				CITY OF KENNEWICK	04/18/2024		050324	96,202.00
				CITY OF KENNEWICK	04/29/2024		050324	4,506.38
				CITY OF KENNEWICK	04/29/2024		050324	8,763.84
				CITY OF KENNEWICK	04/29/2024		050324	625.87
				CITY OF KENNEWICK	04/29/2024		050324	176.41
				CITY OF KENNEWICK	04/29/2024		050324	1,049.11
				CITY OF KENNEWICK	04/29/2024		050324	730.98
				CITY OF KENNEWICK	04/29/2024		050324	1,153.19
				CITY OF KENNEWICK	04/29/2024		050324	742.38
				CITY OF KENNEWICK	04/29/2024		050324	516.75
							CHECK 256453 TOTAL:	130,308.91
256454	05/03/2024	PRTD	101821	CITY OF PROSSER	03/01/2024		050324	600,104.73
				CITY OF PROSSER	04/18/2024		050324	240,797.52
							CHECK 256454 TOTAL:	840,902.25

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
256455	05/03/2024	PRTD	101823	CITY OF RICHLAND (Richland)	04/16/2024		050324	370.47
						CHECK	256455 TOTAL:	370.47
256456	05/03/2024	PRTD	101823	CITY OF RICHLAND (Richland)	04/09/2024		050324	1,800.20
						CHECK	256456 TOTAL:	1,800.20
256457	05/03/2024	PRTD	101824	CITY OF RICHLAND LANDFILL	04/18/2024		050324	54.25
						CHECK	256457 TOTAL:	54.25
256458	05/03/2024	PRTD	101825	CITY OF RICHLAND, C/O FINANCE DEPT	04/06/2024		050324	2,012.40
				CITY OF RICHLAND, C/O FINANCE DEPT	04/16/2024		050324	211,755.98
						CHECK	256458 TOTAL:	213,768.38
256459	05/03/2024	PRTD	101842	CLEARWATER SQUARE APTS	04/23/2024		050324	45.00
				CLEARWATER SQUARE APTS	04/29/2024		050324	45.00
				CLEARWATER SQUARE APTS	04/29/2024		050324	3,313.53
				CLEARWATER SQUARE APTS	04/29/2024		050324	181.13
						CHECK	256459 TOTAL:	3,584.66
256460	05/03/2024	PRTD	101860	COLEMAN OIL COMPANY	04/30/2024		050324	467.19
				COLEMAN OIL COMPANY	04/30/2024		050324	327.69
				COLEMAN OIL COMPANY	04/30/2024		050324	341.88
				COLEMAN OIL COMPANY	04/30/2024		050324	38.31
				COLEMAN OIL COMPANY	04/30/2024		050324	61.71
						CHECK	256460 TOTAL:	1,236.78
256461	05/03/2024	PRTD	101885	COLUMBIA INDUSTRIES	04/10/2024		050324	11,077.50
						CHECK	256461 TOTAL:	11,077.50

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
256462	05/03/2024	PRTD	101924	CONSOLIDATED ELECTRICAL, DISTRIBUTO	04/22/2024		050324	82.07
				CONSOLIDATED ELECTRICAL, DISTRIBUTO	04/23/2024		050324	37.61
							CHECK 256462 TOTAL:	119.68
256463	05/03/2024	PRTD	101927	CONSOLIDATED SUPPLY CO	04/23/2024		050324	812.56
				CONSOLIDATED SUPPLY CO	04/24/2024		050324	10.82
							CHECK 256463 TOTAL:	823.38
256464	05/03/2024	PRTD	101939	COPPER MOUNTAIN APARTMENTS LLC	12/19/2023		050324	1,160.00
				COPPER MOUNTAIN APARTMENTS LLC	04/24/2024		050324	3,842.00
				COPPER MOUNTAIN APARTMENTS LLC	04/24/2024		050324	72.77
				COPPER MOUNTAIN APARTMENTS LLC	04/29/2024		050324	2,335.25
							CHECK 256464 TOTAL:	7,410.02
256465	05/03/2024	PRTD	101939	COPPER MOUNTAIN APARTMENTS LLC	12/19/2023		050324	1,160.00
							CHECK 256465 TOTAL:	1,160.00
256466	05/03/2024	PRTD	101966	COURTSTAR LLC	04/30/2024		050324	1,880.50
				COURTSTAR LLC	04/30/2024		050324	66.48
							CHECK 256466 TOTAL:	1,946.98
256467	05/03/2024	PRTD	105944	CRE 5600 PARTNERS LLC	04/17/2024		050324	814.00
							CHECK 256467 TOTAL:	814.00
256468	05/03/2024	PRTD	101995	CROWN PAPER & JANITORIAL, SUPPLY	04/16/2024		050324	150.55
							CHECK 256468 TOTAL:	150.55
256469	05/03/2024	PRTD	100175	CROWN VILLAGE KENNEWICK LLC	04/17/2024		050324	211.65

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	256469 TOTAL:	211.65
256470	05/03/2024	PRTD	102002	CULLIGAN WATER CONDITION	04/18/2024		050324	38.05
				CULLIGAN WATER CONDITION	04/18/2024		050324	65.44
						CHECK	256470 TOTAL:	103.49
256471	05/03/2024	PRTD	102020	D S H S OFFICE OF FINANCIAL, RECOVE	04/30/2024		050324	5,621.25
						CHECK	256471 TOTAL:	5,621.25
256472	05/03/2024	PRTD	104466	DAIGLE ENTERPRISES LLC	04/19/2024		050324	1,227.69
						CHECK	256472 TOTAL:	1,227.69
256473	05/03/2024	PRTD	105896	DARREN JON DINWOODIE	04/22/2024		050324	900.00
						CHECK	256473 TOTAL:	900.00
256474	05/03/2024	PRTD	106077	DAVID C GERIG	04/16/2024		050324	2,790.00
						CHECK	256474 TOTAL:	2,790.00
256475	05/03/2024	PRTD	102040	DAY WIRELESS SYSTEMS	02/23/2024		050324	13,326.54
				DAY WIRELESS SYSTEMS	04/17/2024	24100150	050324	504.75
						CHECK	256475 TOTAL:	13,831.29
256476	05/03/2024	PRTD	106070	DELICATE CHINESE TRANSLATIONS INC	04/21/2024		050324	200.00
						CHECK	256476 TOTAL:	200.00
256477	05/03/2024	PRTD	106079	DENISE RHOTEN	04/18/2024		050324	1,500.00
						CHECK	256477 TOTAL:	1,500.00
256478	05/03/2024	PRTD	102102	DIRECT AUTOMOTIVE DISTRIBUTING	04/01/2024	24100115	050324	373.00
				DIRECT AUTOMOTIVE DISTRIBUTING	04/12/2024	24100131	050324	297.25
				DIRECT AUTOMOTIVE DISTRIBUTING	04/12/2024	24100133	050324	108.31

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
				DIRECT AUTOMOTIVE DISTRIBUTING	04/12/2024	24100130	050324	172.96
				DIRECT AUTOMOTIVE DISTRIBUTING	04/08/2024		050324	147.53
				DIRECT AUTOMOTIVE DISTRIBUTING	04/15/2024		050324	49.22
				DIRECT AUTOMOTIVE DISTRIBUTING	04/18/2024	24100140	050324	405.56
				DIRECT AUTOMOTIVE DISTRIBUTING	04/03/2024		050324	162.14
				DIRECT AUTOMOTIVE DISTRIBUTING	04/09/2024		050324	-147.14
				DIRECT AUTOMOTIVE DISTRIBUTING	04/22/2024	24100151	050324	297.25
				DIRECT AUTOMOTIVE DISTRIBUTING	04/22/2024	24100153	050324	145.05
				DIRECT AUTOMOTIVE DISTRIBUTING	04/22/2024	24100147	050324	426.32
							CHECK 256478 TOTAL:	2,437.45
256479	05/03/2024	PRTD	102217	ENTRUST COMMUNITY SERVICES	04/10/2024		050324	26,688.00
							CHECK 256479 TOTAL:	26,688.00
256480	05/03/2024	PRTD	100674	ESPINOZA, HUGO MORENO	04/25/2024		050324	3,700.00
							CHECK 256480 TOTAL:	3,700.00
256481	05/03/2024	PRTD	100674	ESPINOZA, HUGO MORENO	04/25/2024		050324	2,500.00
							CHECK 256481 TOTAL:	2,500.00
256482	05/03/2024	PRTD	102248	EVERSTAR REALTY INC	04/26/2024		050324	3,770.00
							CHECK 256482 TOTAL:	3,770.00
256483	05/03/2024	PRTD	105497	EXHIBIT A INVESTIGATIONS	04/11/2024		050324	2,967.00
				EXHIBIT A INVESTIGATIONS	04/11/2024		050324	949.00
							CHECK 256483 TOTAL:	3,916.00
256484	05/03/2024	PRTD	100977	EXPRESS EMPLOYMENT, PROFESSIONALS	04/10/2024		050324	1,639.68
				EXPRESS EMPLOYMENT, PROFESSIONALS	04/17/2024		050324	2,342.40

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
				EXPRESS EMPLOYMENT, PROFESSIONALS	05/01/2024		050324	248.95
				EXPRESS EMPLOYMENT, PROFESSIONALS	04/10/2024		050324	1,220.93
				EXPRESS EMPLOYMENT, PROFESSIONALS	04/17/2024		050324	239.03
					CHECK		256484 TOTAL:	5,690.99
256485	05/03/2024	PRTD	102299	FIKES NORTHWEST CORP	04/15/2024		050324	60.52
					CHECK		256485 TOTAL:	60.52
256486	05/03/2024	PRTD	102367	FRANKLIN CO P U D	04/16/2024		050324	266.77
				FRANKLIN CO P U D	04/22/2024		050324	430.28
				FRANKLIN CO P U D	04/24/2024		050324	272.46
					CHECK		256486 TOTAL:	969.51
256487	05/03/2024	PRTD	102359	FRANKLIN COUNTY DISTRICT COURT	03/07/2024		050324	375.00
					CHECK		256487 TOTAL:	375.00
256488	05/03/2024	PRTD	102458	GOODMAN & MEHLENBACHER ENT., INC	04/19/2024		050324	36,693.68
					CHECK		256488 TOTAL:	36,693.68
256489	05/03/2024	PRTD	102460	GOODWILL INDUSTRIES OF THE, COLUMBI	04/10/2024		050324	49,052.50
					CHECK		256489 TOTAL:	49,052.50
256490	05/03/2024	PRTD	102465	GORDON THOMAS HONEYWELL, GOVERNMENT	04/30/2024		050324	4,375.00
				GORDON THOMAS HONEYWELL, GOVERNMENT	04/30/2024		050324	7,350.00
					CHECK		256490 TOTAL:	11,725.00
256491	05/03/2024	PRTD	102474	GRAINGER	04/23/2024		050324	52.50
				GRAINGER	04/26/2024		050324	232.64
				GRAINGER	04/26/2024		050324	109.58

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
					CHECK		256491 TOTAL:	394.72
256492	05/03/2024	PRTD	100870	HARRINGTON INVESTIGATIONS PC	04/06/2024		050324	406.00
				HARRINGTON INVESTIGATIONS PC	04/06/2024		050324	652.00
				HARRINGTON INVESTIGATIONS PC	04/06/2024		050324	432.00
				HARRINGTON INVESTIGATIONS PC	04/06/2024		050324	356.40
				HARRINGTON INVESTIGATIONS PC	04/06/2024		050324	364.00
				HARRINGTON INVESTIGATIONS PC	04/06/2024		050324	657.20
				HARRINGTON INVESTIGATIONS PC	04/06/2024		050324	376.20
				HARRINGTON INVESTIGATIONS PC	02/20/2024		050324	455.40
				HARRINGTON INVESTIGATIONS PC	04/06/2024		050324	336.00
				HARRINGTON INVESTIGATIONS PC	04/06/2024		050324	1,379.00
				HARRINGTON INVESTIGATIONS PC	04/06/2024		050324	323.40
				HARRINGTON INVESTIGATIONS PC	04/06/2024		050324	673.20
				HARRINGTON INVESTIGATIONS PC	04/06/2024		050324	329.00
				HARRINGTON INVESTIGATIONS PC	04/06/2024		050324	378.00
				HARRINGTON INVESTIGATIONS PC	04/06/2024		050324	574.00
				HARRINGTON INVESTIGATIONS PC	04/06/2024		050324	427.00
				HARRINGTON INVESTIGATIONS PC	04/06/2024		050324	363.00
				HARRINGTON INVESTIGATIONS PC	04/06/2024		050324	1,440.84
				HARRINGTON INVESTIGATIONS PC	02/20/2024		050324	521.40
				HARRINGTON INVESTIGATIONS PC	04/06/2024		050324	409.20
				HARRINGTON INVESTIGATIONS PC	04/06/2024		050324	308.00
				HARRINGTON INVESTIGATIONS PC	04/06/2024		050324	582.40
					CHECK		256492 TOTAL:	11,743.64

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
256493	05/03/2024	PRTD	100870	HARRINGTON INVESTIGATIONS PC	04/06/2024		050324	257.40
				HARRINGTON INVESTIGATIONS PC	04/06/2024		050324	175.00
				HARRINGTON INVESTIGATIONS PC	04/06/2024		050324	288.00
				HARRINGTON INVESTIGATIONS PC	04/06/2024		050324	273.00
				HARRINGTON INVESTIGATIONS PC	04/06/2024		050324	294.00
				HARRINGTON INVESTIGATIONS PC	04/06/2024		050324	245.00
				HARRINGTON INVESTIGATIONS PC	04/06/2024		050324	133.00
				HARRINGTON INVESTIGATIONS PC	04/06/2024		050324	211.20
				HARRINGTON INVESTIGATIONS PC	04/06/2024		050324	224.00
				HARRINGTON INVESTIGATIONS PC	04/06/2024		050324	178.20
				HARRINGTON INVESTIGATIONS PC	04/06/2024		050324	257.40
				HARRINGTON INVESTIGATIONS PC	04/06/2024		050324	245.00
				HARRINGTON INVESTIGATIONS PC	04/06/2024		050324	250.80
				HARRINGTON INVESTIGATIONS PC	04/06/2024		050324	189.00
				HARRINGTON INVESTIGATIONS PC	04/06/2024		050324	289.00
				HARRINGTON INVESTIGATIONS PC	04/06/2024		050324	176.80
				HARRINGTON INVESTIGATIONS PC	04/06/2024		050324	198.00
				HARRINGTON INVESTIGATIONS PC	04/06/2024		050324	105.00
				HARRINGTON INVESTIGATIONS PC	04/06/2024		050324	75.00
				HARRINGTON INVESTIGATIONS PC	04/06/2024		050324	49.00
				HARRINGTON INVESTIGATIONS PC	04/06/2024		050324	77.00
						CHECK	256493 TOTAL:	4,190.80
256494	05/03/2024	PRTD	100791	HEATHERSTONE PRESERVATION LP	04/24/2024		050324	174.00
				HEATHERSTONE PRESERVATION LP	04/25/2024		050324	9,582.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	256494 TOTAL:	9,756.00
256495	05/03/2024	PRTD	105447	HOGLUND MEDIATION SERVICES	04/26/2024		050324	500.00
						CHECK	256495 TOTAL:	500.00
256496	05/03/2024	PRTD	102646	HOUSING AUTHORITY OF THE CITY	04/19/2024		050324	3,910.00
				HOUSING AUTHORITY OF THE CITY	04/23/2024		050324	2,743.00
				HOUSING AUTHORITY OF THE CITY	04/23/2024		050324	40.00
				HOUSING AUTHORITY OF THE CITY	04/17/2024		050324	3,457.00
				HOUSING AUTHORITY OF THE CITY	04/29/2024		050324	4,590.50
						CHECK	256496 TOTAL:	14,740.50
256497	05/03/2024	PRTD	102644	HOUSING AUTHORITY, CITY OF KENNEWIC	04/22/2024		050324	1,535.00
				HOUSING AUTHORITY, CITY OF KENNEWIC	04/22/2024		050324	45.66
				HOUSING AUTHORITY, CITY OF KENNEWIC	04/18/2024		050324	2,924.68
				HOUSING AUTHORITY, CITY OF KENNEWIC	04/18/2024		050324	2,616.00
				HOUSING AUTHORITY, CITY OF KENNEWIC	04/17/2024		050324	2,788.00
				HOUSING AUTHORITY, CITY OF KENNEWIC	04/17/2024		050324	3,775.00
				HOUSING AUTHORITY, CITY OF KENNEWIC	04/17/2024		050324	2,538.03
				HOUSING AUTHORITY, CITY OF KENNEWIC	04/17/2024		050324	2,932.00
				HOUSING AUTHORITY, CITY OF KENNEWIC	04/17/2024		050324	2,742.00
				HOUSING AUTHORITY, CITY OF KENNEWIC	04/25/2024		050324	5,020.00
						CHECK	256497 TOTAL:	26,916.37
256498	05/03/2024	PRTD	101155	ILLAHEE HOLDINGS LLC	04/25/2024		050324	5,645.64
				ILLAHEE HOLDINGS LLC	04/25/2024		050324	293.19
				ILLAHEE HOLDINGS LLC	04/25/2024		050324	2,350.33

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	256498 TOTAL:	8,289.16
256499	05/03/2024	PRTD	102745	IRONCLAD COMPANY	04/22/2024	24100154	050324	4,159.15
						CHECK	256499 TOTAL:	4,159.15
256500	05/03/2024	PRTD	105918	J & S PROPERTY	04/19/2024		050324	7,580.00
						CHECK	256500 TOTAL:	7,580.00
256501	05/03/2024	PRTD	102764	JADWIN STEVENS APARTMENTS	04/29/2024		050324	848.00
						CHECK	256501 TOTAL:	848.00
256502	05/03/2024	PRTD	102764	JADWIN STEVENS APARTMENTS	04/29/2024		050324	1,000.00
						CHECK	256502 TOTAL:	1,000.00
256503	05/03/2024	PRTD	102778	JIM'S PACIFIC GARAGES, INC	04/15/2024		050324	38.75
						CHECK	256503 TOTAL:	38.75
256504	05/03/2024	PRTD	102791	JOHNSON, FLOYD	04/29/2024		050324	330.00
						CHECK	256504 TOTAL:	330.00
256505	05/03/2024	PRTD	105514	JUB ENGINEERS INC	04/18/2024		050324	11,729.80
						CHECK	256505 TOTAL:	11,729.80
256506	05/03/2024	PRTD	105514	JUB ENGINEERS INC	04/18/2024		050324	607.00
						CHECK	256506 TOTAL:	607.00
256507	05/03/2024	PRTD	102823	KAMIAKIN APTS	04/23/2024		050324	1,662.00
				KAMIAKIN APTS	04/25/2024		050324	814.00
				KAMIAKIN APTS	04/25/2024		050324	814.00
						CHECK	256507 TOTAL:	3,290.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
256508	05/03/2024	PRTD	102826	KEEFE COMMISSARY NETWORK, LLC	04/24/2024		050324	4,826.18
				KEEFE COMMISSARY NETWORK, LLC	04/24/2024		050324	-71.49
							CHECK 256508 TOTAL:	4,754.69
256509	05/03/2024	PRTD	102836	KENNEWICK IRRIGATION DISTRICT	04/17/2024		050324	528.61
							CHECK 256509 TOTAL:	528.61
256510	05/03/2024	PRTD	102913	LABOR & INDUSTRIES, DEPT OF, SELF I	04/30/2024		050324	60,979.87
							CHECK 256510 TOTAL:	60,979.87
256511	05/03/2024	PRTD	100562	LAKEVIEW LIMITED	04/22/2024		050324	2,440.00
							CHECK 256511 TOTAL:	2,440.00
256512	05/03/2024	PRTD	100702	LAW OFFICE OF JOSEPH D WHITE , PLL	04/01/2024		050324	10,523.10
							CHECK 256512 TOTAL:	10,523.10
256513	05/03/2024	PRTD	102978	LIBERTY LAWN & SAW SHOP	04/12/2024		050324	532.61
							CHECK 256513 TOTAL:	532.61
256514	05/03/2024	PRTD	104799	LIH COLUMBIA PARK LP	05/01/2024		050324	452.00
							CHECK 256514 TOTAL:	452.00
256515	05/03/2024	PRTD	104799	LIH COLUMBIA PARK LP	04/29/2024		050324	483.00
							CHECK 256515 TOTAL:	483.00
256516	05/03/2024	PRTD	102954	LOU SOWERS PC	04/27/2024		050324	700.00
							CHECK 256516 TOTAL:	700.00
256517	05/03/2024	PRTD	100832	LOWES HOME CENTERS LLC	04/25/2024		050324	2,060.85

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
					CHECK		256517 TOTAL:	2,060.85
256518	05/03/2024	PRTD	106071	LUSTRE-CAL LLC	03/29/2024		050324	474.00
					CHECK		256518 TOTAL:	474.00
256519	05/03/2024	PRTD	103030	LUTHERAN COMMUNITY SERVICES	04/18/2024		050324	3,405.45
					CHECK		256519 TOTAL:	3,405.45
256520	05/03/2024	PRTD	106084	MARIA PULIDO	04/22/2024		050324	8,775.00
				MARIA PULIDO	04/22/2024		050324	515.21
				MARIA PULIDO	04/22/2024		050324	815.00
					CHECK		256520 TOTAL:	10,105.21
256521	05/03/2024	PRTD	105218	MAXEYS INVESTORS MAXEYS RV AND MOBI	04/23/2024		050324	1,220.00
				MAXEYS INVESTORS MAXEYS RV AND MOBI	04/18/2024		050324	3,225.00
					CHECK		256521 TOTAL:	4,445.00
256522	05/03/2024	PRTD	103385	MCL PROPERTIES LIMITED PARTNERSHIP	04/29/2024		050324	478.69
				MCL PROPERTIES LIMITED PARTNERSHIP	04/29/2024		050324	1,050.00
					CHECK		256522 TOTAL:	1,528.69
256523	05/03/2024	PRTD	103119	MEADOW PARK 155 LLC	04/11/2024		050324	4,075.00
				MEADOW PARK 155 LLC	04/30/2024		050324	599.42
					CHECK		256523 TOTAL:	4,674.42
256524	05/03/2024	PRTD	103131	MEIER ARCHITECTURE ENGINEERING	04/09/2024		050324	4,370.00
					CHECK		256524 TOTAL:	4,370.00
256525	05/03/2024	PRTD	103134	MEL'S INTERCITY TOWING	04/16/2024		050324	134.79

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
					CHECK		256525 TOTAL:	134.79
256526	05/03/2024	PRTD	105565	MENKE JACKSON BEYER LLP	03/31/2024		050324	288.75
					CHECK		256526 TOTAL:	288.75
256527	05/03/2024	PRTD	105401	METRO MART INC	04/17/2024		050324	200.00
				METRO MART INC	04/17/2024		050324	505.00
				METRO MART INC	04/17/2024		050324	500.00
				METRO MART INC	04/17/2024		050324	300.00
				METRO MART INC	04/17/2024		050324	315.00
				METRO MART INC	04/17/2024		050324	300.00
				METRO MART INC	04/17/2024		050324	680.00
				METRO MART INC	04/17/2024		050324	660.00
				METRO MART INC	04/17/2024		050324	210.00
				METRO MART INC	04/17/2024		050324	200.00
				METRO MART INC	04/17/2024		050324	370.00
				METRO MART INC	04/17/2024		050324	445.00
				METRO MART INC	04/17/2024		050324	320.00
				METRO MART INC	04/17/2024		050324	305.00
				METRO MART INC	04/17/2024		050324	340.00
				METRO MART INC	04/17/2024		050324	190.00
				METRO MART INC	04/17/2024		050324	195.00
				METRO MART INC	04/18/2024		050324	230.00
				METRO MART INC	04/18/2024		050324	200.00
				METRO MART INC	04/18/2024		050324	293.13
				METRO MART INC	04/18/2024		050324	491.70
				METRO MART INC	04/18/2024		050324	300.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
					CHECK		256527 TOTAL:	7,549.83
256528	05/03/2024	PRTD	105401	METRO MART INC	04/17/2024		050324	50.00
				METRO MART INC	04/17/2024		050324	100.00
				METRO MART INC	04/17/2024		050324	60.00
				METRO MART INC	04/17/2024		050324	50.00
				METRO MART INC	04/17/2024		050324	145.00
				METRO MART INC	04/17/2024		050324	60.38
				METRO MART INC	04/17/2024		050324	110.00
				METRO MART INC	04/17/2024		050324	100.00
				METRO MART INC	04/17/2024		050324	127.14
				METRO MART INC	04/17/2024		050324	120.00
				METRO MART INC	04/17/2024		050324	50.00
				METRO MART INC	04/17/2024		050324	80.00
				METRO MART INC	04/17/2024		050324	140.00
				METRO MART INC	04/17/2024		050324	75.00
				METRO MART INC	04/17/2024		050324	90.00
				METRO MART INC	04/17/2024		050324	85.00
				METRO MART INC	04/17/2024		050324	130.00
				METRO MART INC	04/18/2024		050324	155.00
				METRO MART INC	04/18/2024		050324	110.00
				METRO MART INC	04/18/2024		050324	170.00
				METRO MART INC	04/18/2024		050324	80.00
				METRO MART INC	04/18/2024		050324	100.00
					CHECK		256528 TOTAL:	2,187.52

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
256529	05/03/2024	PRTD	105401	METRO MART INC	04/17/2024		050324	50.00
					CHECK		256529 TOTAL:	50.00
256530	05/03/2024	PRTD	103189	MONARCH MACHINE & TOOL CO INC	04/23/2024	24100152	050324	43.40
					CHECK		256530 TOTAL:	43.40
256531	05/03/2024	PRTD	103216	MRJN ASSOCIATES LLC	04/10/2024		050324	3,754.00
					CHECK		256531 TOTAL:	3,754.00
256532	05/03/2024	PRTD	103324	NORTHPOINT ASSOCIATES	04/24/2024		050324	1,107.00
				NORTHPOINT ASSOCIATES	04/24/2024		050324	38.00
					CHECK		256532 TOTAL:	1,145.00
256533	05/03/2024	PRTD	103376	O L LUTHER CO INC	04/17/2024		050324	485.05
				O L LUTHER CO INC	04/22/2024		050324	372.56
				O L LUTHER CO INC	04/23/2024		050324	372.56
					CHECK		256533 TOTAL:	1,230.17
256534	05/03/2024	PRTD	103404	O'REILLY AUTO PARTS	04/08/2024	24100125	050324	5.98
				O'REILLY AUTO PARTS	04/08/2024	24100124	050324	388.87
				O'REILLY AUTO PARTS	04/05/2024		050324	69.47
				O'REILLY AUTO PARTS	04/15/2024	24100132	050324	206.87
				O'REILLY AUTO PARTS	04/16/2024	24100138	050324	210.66
				O'REILLY AUTO PARTS	04/17/2024	24100139	050324	143.59
				O'REILLY AUTO PARTS	04/17/2024		050324	39.12
				O'REILLY AUTO PARTS	04/22/2024	24100148	050324	23.14
				O'REILLY AUTO PARTS	04/22/2024		050324	72.77
				O'REILLY AUTO PARTS	04/23/2024		050324	-72.77

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
					CHECK		256534 TOTAL:	1,087.70
256535	05/03/2024	PRTD	999999	Lisa Eckhardt	04/08/2024		050324	373.80
					CHECK		256535 TOTAL:	373.80
256536	05/03/2024	PRTD	106090	OXFORD HOUSE ARTHELIA	04/29/2024		050324	800.00
				OXFORD HOUSE ARTHELIA	04/29/2024		050324	1,200.00
				OXFORD HOUSE ARTHELIA	04/29/2024		050324	800.00
				OXFORD HOUSE ARTHELIA	04/29/2024		050324	800.00
				OXFORD HOUSE ARTHELIA	04/29/2024		050324	800.00
					CHECK		256536 TOTAL:	4,400.00
256537	05/03/2024	PRTD	103452	OXFORD HOUSE DELYNN	04/29/2024		050324	800.00
					CHECK		256537 TOTAL:	800.00
256538	05/03/2024	PRTD	103419	OXFORD HOUSE INC	04/29/2024		050324	5,858.60
					CHECK		256538 TOTAL:	5,858.60
256539	05/03/2024	PRTD	103422	OXFORD HOUSE KENNEWICK	04/29/2024		050324	650.00
					CHECK		256539 TOTAL:	650.00
256540	05/03/2024	PRTD	103418	OXFORD HOUSE LOUISIANA	04/29/2024		050324	750.00
					CHECK		256540 TOTAL:	750.00
256541	05/03/2024	PRTD	103426	OXFORD HOUSE MAHAN	04/29/2024		050324	800.00
					CHECK		256541 TOTAL:	800.00
256542	05/03/2024	PRTD	104967	OXFORD HOUSE TIKI	04/29/2024		050324	650.00
				OXFORD HOUSE TIKI	04/29/2024		050324	650.00

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	256542 TOTAL:	1,300.00
256543	05/03/2024	PRTD	105717	OXFORD HOUSE VAN GIESEN	04/29/2024		050324	650.00
						CHECK	256543 TOTAL:	650.00
256544	05/03/2024	PRTD	103439	OXFORD HOUSE VOLLAND	04/18/2024		050324	850.97
						CHECK	256544 TOTAL:	850.97
256545	05/03/2024	PRTD	103469	PACIFIC OFFICE AUTOMATION, INC	03/28/2024		050324	4.85
						CHECK	256545 TOTAL:	4.85
256546	05/03/2024	PRTD	101214	PARAGON EQUITY MANAGEMENT, LLC	04/22/2024		050324	1,043.90
						CHECK	256546 TOTAL:	1,043.90
256547	05/03/2024	PRTD	101264	PILAV, MUJO	04/24/2024		050324	8,400.00
				PILAV, MUJO	04/24/2024		050324	1,707.00
						CHECK	256547 TOTAL:	10,107.00
256548	05/03/2024	PRTD	103571	PLATT ELECTRIC SUPPLY	04/23/2024		050324	227.14
				PLATT ELECTRIC SUPPLY	04/25/2024		050324	478.95
						CHECK	256548 TOTAL:	706.09
256549	05/03/2024	PRTD	105987	POWELL AND GUNTER	04/17/2024		050324	1,725.78
				POWELL AND GUNTER	04/30/2024		050324	4,890.00
				POWELL AND GUNTER	04/30/2024		050324	2,015.52
						CHECK	256549 TOTAL:	8,631.30
256550	05/03/2024	PRTD	105987	POWELL AND GUNTER	04/10/2024		050324	2,433.75
						CHECK	256550 TOTAL:	2,433.75

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
256551	05/03/2024	PRTD	100637	PREFERRED RENTALS LLC	04/29/2024		050324	5,900.00
						CHECK	256551 TOTAL:	5,900.00
256552	05/03/2024	PRTD	105140	PROFESSIONAL LANGUAGE SERVICES	04/23/2024		050324	138.00
						CHECK	256552 TOTAL:	138.00
256553	05/03/2024	PRTD	105140	PROFESSIONAL LANGUAGE SERVICES	04/23/2024		050324	138.00
						CHECK	256553 TOTAL:	138.00
256554	05/03/2024	PRTD	100835	PRONTO PROCESS SERVICE	04/30/2024		050324	60.00
						CHECK	256554 TOTAL:	60.00
256555	05/03/2024	PRTD	101091	PROSSER GARDENS LP	04/19/2024		050324	6,425.00
						CHECK	256555 TOTAL:	6,425.00
256556	05/03/2024	PRTD	103632	PROSSER OPPORTUNITY HOUSING, LLC	04/23/2024		050324	2,239.00
						CHECK	256556 TOTAL:	2,239.00
256557	05/03/2024	PRTD	103686	RAMON, BERTHA	04/15/2024		050324	750.00
						CHECK	256557 TOTAL:	750.00
256558	05/03/2024	PRTD	100317	RED MOUNTAIN RV PARK LLC	04/25/2024		050324	2,975.00
				RED MOUNTAIN RV PARK LLC	04/25/2024		050324	427.63
						CHECK	256558 TOTAL:	3,402.63
256559	05/03/2024	PRTD	103735	RESPONDING TO AUTISM SERVICES , INC	04/10/2024		050324	33,258.75
						CHECK	256559 TOTAL:	33,258.75
256560	05/03/2024	PRTD	100985	RICHLAND COURT APARTMENTS	04/24/2024		050324	1,404.65

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	256560 TOTAL:	1,404.65
256561	05/03/2024	PRTD	100985	RICHLAND COURT APARTMENTS	04/30/2024		050324	500.00
						CHECK	256561 TOTAL:	500.00
256562	05/03/2024	PRTD	103755	RICOH USA, INC	04/01/2024		050324	972.27
				RICOH USA, INC	04/19/2024		050324	356.94
				RICOH USA, INC	04/23/2024		050324	606.69
				RICOH USA, INC	04/23/2024		050324	123.02
				RICOH USA, INC	04/23/2024		050324	551.49
				RICOH USA, INC	04/24/2024		050324	538.88
				RICOH USA, INC	04/01/2024		050324	233.32
						CHECK	256562 TOTAL:	3,382.61
256563	05/03/2024	PRTD	105508	RIVERPOINTE ICG LLC	04/19/2024		050324	5,805.00
				RIVERPOINTE ICG LLC	04/19/2024		050324	930.39
				RIVERPOINTE ICG LLC	04/16/2024		050324	5,729.01
				RIVERPOINTE ICG LLC	04/16/2024		050324	860.10
						CHECK	256563 TOTAL:	13,324.50
256564	05/03/2024	PRTD	105988	ROB LEE SOLE	04/04/2024		050324	47,092.86
						CHECK	256564 TOTAL:	47,092.86
256565	05/03/2024	PRTD	100950	RODGERS, JERRY W	04/22/2024		050324	6,400.00
						CHECK	256565 TOTAL:	6,400.00
256566	05/03/2024	PRTD	103842	SAGE CREEK APARTMENTS, LLC	04/22/2024		050324	45.00
						CHECK	256566 TOTAL:	45.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
256567	05/03/2024	PRTD	101254	SANDY MARLEEN BONILLA	04/18/2024		050324	125.00
						CHECK	256567 TOTAL:	125.00
256568	05/03/2024	PRTD	105737	SEASONS HOUSING	04/18/2024		050324	2,534.00
				SEASONS HOUSING	04/18/2024		050324	2,534.00
				SEASONS HOUSING	04/18/2024		050324	2,534.00
				SEASONS HOUSING	04/18/2024		050324	1,267.00
				SEASONS HOUSING	04/18/2024		050324	1,267.00
				SEASONS HOUSING	04/18/2024		050324	1,267.00
						CHECK	256568 TOTAL:	11,403.00
256569	05/03/2024	PRTD	105737	SEASONS HOUSING	04/18/2024		050324	300.00
						CHECK	256569 TOTAL:	300.00
256570	05/03/2024	PRTD	105737	SEASONS HOUSING	04/18/2024		050324	300.00
						CHECK	256570 TOTAL:	300.00
256571	05/03/2024	PRTD	105737	SEASONS HOUSING	04/18/2024		050324	300.00
						CHECK	256571 TOTAL:	300.00
256572	05/03/2024	PRTD	105945	SHELLY HANSEN LLC	04/22/2024		050324	150.00
						CHECK	256572 TOTAL:	150.00
256573	05/03/2024	PRTD	103912	SHI INTERNATIONAL CORP	04/19/2024		050324	4,794.27
						CHECK	256573 TOTAL:	4,794.27
256574	05/03/2024	PRTD	103926	SILVER CREEK APARTMENTS	04/19/2024		050324	1,079.00
				SILVER CREEK APARTMENTS	04/23/2024		050324	4,875.00
				SILVER CREEK APARTMENTS	04/30/2024		050324	1,878.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	256574 TOTAL:	7,832.00
256575	05/03/2024	PRTD	103926	SILVER CREEK APARTMENTS	04/19/2024		050324	1,079.00
						CHECK	256575 TOTAL:	1,079.00
256576	05/03/2024	PRTD	104016	SPRING MEADOW APARTMENTS	04/23/2024		050324	3,372.63
				SPRING MEADOW APARTMENTS	04/25/2024		050324	381.67
				SPRING MEADOW APARTMENTS	05/01/2024		050324	1,225.00
						CHECK	256576 TOTAL:	4,979.30
256577	05/03/2024	PRTD	104016	SPRING MEADOW APARTMENTS	04/25/2024		050324	600.00
						CHECK	256577 TOTAL:	600.00
256578	05/03/2024	PRTD	104027	STAPLES	04/27/2024		050324	472.74
						CHECK	256578 TOTAL:	472.74
256579	05/03/2024	PRTD	103909	STARLITE MOTEL	04/24/2024		050324	975.00
				STARLITE MOTEL	04/24/2024		050324	975.00
						CHECK	256579 TOTAL:	1,950.00
256580	05/03/2024	PRTD	104059	STONEGATE APARTMENTS	04/23/2024		050324	5,689.20
						CHECK	256580 TOTAL:	5,689.20
256581	05/03/2024	PRTD	100660	SUN MEADOWS COMMUNITY LLC	04/25/2024		050324	5,609.65
				SUN MEADOWS COMMUNITY LLC	04/25/2024		050324	186.78
				SUN MEADOWS COMMUNITY LLC	04/25/2024		050324	1,872.00
						CHECK	256581 TOTAL:	7,668.43
256582	05/03/2024	PRTD	104116	TAHITIAN MOTOR INN	04/18/2024		050324	372.75
				TAHITIAN MOTOR INN	04/23/2024		050324	1,393.35

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
				TAHITIAN MOTOR INN	04/29/2024		050324	372.75
				TAHITIAN MOTOR INN	04/29/2024		050324	372.75
				TAHITIAN MOTOR INN	04/29/2024		050324	372.75
				TAHITIAN MOTOR INN	04/30/2024		050324	372.75
				TAHITIAN MOTOR INN	04/30/2024		050324	372.75
				TAHITIAN MOTOR INN	04/30/2024		050324	372.75
						CHECK	256582 TOTAL:	4,002.60
256583	05/03/2024	PRTD	104116	TAHITIAN MOTOR INN	04/23/2024		050324	75.00
						CHECK	256583 TOTAL:	75.00
256584	05/03/2024	PRTD	105751	TANGLEWOOD APARTMENTS	04/26/2024		050324	4,657.44
				TANGLEWOOD APARTMENTS	04/26/2024		050324	178.24
						CHECK	256584 TOTAL:	4,835.68
256585	05/03/2024	PRTD	100794	TAPTEAL OWNER LLC	04/23/2024		050324	14,912.27
				TAPTEAL OWNER LLC	04/23/2024		050324	273.24
						CHECK	256585 TOTAL:	15,185.51
256586	05/03/2024	PRTD	100512	THE VINEYARDS APARTMENTS	05/01/2024		050324	1,184.00
				THE VINEYARDS APARTMENTS	05/01/2024		050324	1,317.00
						CHECK	256586 TOTAL:	2,501.00
256587	05/03/2024	PRTD	104208	TRI-CITIES MONITORING, INC	04/16/2024		050324	7,664.35
						CHECK	256587 TOTAL:	7,664.35
256588	05/03/2024	PRTD	100684	TRI-CITIES RV RESORT LLC	04/23/2024		050324	2,006.55
						CHECK	256588 TOTAL:	2,006.55

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
256589	05/03/2024	PRTD	103061	VBT MCMURRAY PARK LLC	04/22/2024		050324	518.00
						CHECK	256589 TOTAL:	518.00
256590	05/03/2024	PRTD	101271	VICS AUTO AND SUPPLY, NAPA	04/02/2024	24100123	050324	18.75
				VICS AUTO AND SUPPLY, NAPA	04/03/2024		050324	100.00
				VICS AUTO AND SUPPLY, NAPA	04/11/2024		050324	107.99
				VICS AUTO AND SUPPLY, NAPA	04/09/2024		050324	38.83
				VICS AUTO AND SUPPLY, NAPA	04/09/2024		050324	4.59
				VICS AUTO AND SUPPLY, NAPA	04/10/2024		050324	115.47
				VICS AUTO AND SUPPLY, NAPA	04/18/2024	24100141	050324	18.98
				VICS AUTO AND SUPPLY, NAPA	04/17/2024		050324	4.82
				VICS AUTO AND SUPPLY, NAPA	04/16/2024		050324	16.63
				VICS AUTO AND SUPPLY, NAPA	04/18/2024		050324	25.38
				VICS AUTO AND SUPPLY, NAPA	04/23/2024		050324	6.52
				VICS AUTO AND SUPPLY, NAPA	04/24/2024		050324	22.64
						CHECK	256590 TOTAL:	480.60
256591	05/03/2024	PRTD	104374	W S D A, PESTICIDE MNGT DIV	04/29/2024		050324	25.00
						CHECK	256591 TOTAL:	25.00
256592	05/03/2024	PRTD	104374	W S D A, PESTICIDE MNGT DIV	04/29/2024		050324	25.00
						CHECK	256592 TOTAL:	25.00
256593	05/03/2024	PRTD	104455	WA ST DEPT OF HEALTH	04/19/2024		050324	185.00
						CHECK	256593 TOTAL:	185.00
256594	05/03/2024	PRTD	104477	WA ST UNIVERSITY, WSU	04/08/2024		050324	1,593.90

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	256594 TOTAL:	1,593.90
256595	05/03/2024	PRTD	104484	WASTE MANAGEMENT OF WASHINGTON	04/23/2024		050324	52.10
						CHECK	256595 TOTAL:	52.10
256596	05/03/2024	PRTD	104496	WAXIE SANITARY SUPPLY	02/29/2024		050324	4,165.16
				WAXIE SANITARY SUPPLY	03/28/2024		050324	4,361.27
				WAXIE SANITARY SUPPLY	04/26/2024		050324	4,489.64
				WAXIE SANITARY SUPPLY	04/26/2024		050324	37.11
				WAXIE SANITARY SUPPLY	04/19/2024		050324	1,293.60
						CHECK	256596 TOTAL:	14,346.78
256597	05/03/2024	PRTD	104528	WESTERN EXTERMINATOR COMPANY	04/24/2024		050324	291.87
				WESTERN EXTERMINATOR COMPANY	04/24/2024		050324	131.34
				WESTERN EXTERMINATOR COMPANY	04/26/2024		050324	251.64
						CHECK	256597 TOTAL:	674.85
256598	05/03/2024	PRTD	101187	WILDFLOWER KENNEWICK 127, LLC	04/22/2024		050324	4,765.00
				WILDFLOWER KENNEWICK 127, LLC	04/22/2024		050324	197.53
						CHECK	256598 TOTAL:	4,962.53
256599	05/03/2024	PRTD	104576	WISE	04/10/2024		050324	18,623.75
						CHECK	256599 TOTAL:	18,623.75
256600	05/03/2024	PRTD	106083	YOVANI CORTES	04/23/2024		050324	6,377.00
						CHECK	256600 TOTAL:	6,377.00
256601	05/03/2024	PRTD	106088	YU-SAN GARTZ	04/26/2024		050324	6,500.00
						CHECK	256601 TOTAL:	6,500.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
256602	05/03/2024	PRTD	104617	ZAG INVESTMENTS LLC	04/25/2024		050324	4,500.00
						CHECK	256602 TOTAL:	4,500.00

NUMBER OF CHECKS 178 *** CASH ACCOUNT TOTAL *** 2,055,664.64

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	178	2,055,664.64

*** GRAND TOTAL *** 2,055,664.64

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 5 148									
APP HS850000-21340					Vouchers Payable			454,642.44	
05/03/2024	050324	050324			AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11120					AP Check Claims Clearing				2,055,664.64
05/03/2024	050324	050324			AP CASH DISBURSEMENTS JOURNAL				
APP GF005000-21340					Vouchers Payable			1,096,039.10	
05/03/2024	050324	050324			AP CASH DISBURSEMENTS JOURNAL				
APP PS850000-21340					Vouchers Payable			39,855.61	
05/03/2024	050324	050324			AP CASH DISBURSEMENTS JOURNAL				
APP ER850000-21340					Vouchers Payable			9,552.11	
05/03/2024	050324	050324			AP CASH DISBURSEMENTS JOURNAL				
APP BHF85000-21340					Vouchers Payable			3,350.70	
05/03/2024	050324	050324			AP CASH DISBURSEMENTS JOURNAL				
APP FG850000-21340					Vouchers Payable			6,606.92	
05/03/2024	050324	050324			AP CASH DISBURSEMENTS JOURNAL				
APP FS850000-21340					Vouchers Payable			1,500.00	
05/03/2024	050324	050324			AP CASH DISBURSEMENTS JOURNAL				
APP IT850000-21340					Vouchers Payable			9,533.02	
05/03/2024	050324	050324			AP CASH DISBURSEMENTS JOURNAL				
APP JC850000-21340					Vouchers Payable			12,993.42	
05/03/2024	050324	050324			AP CASH DISBURSEMENTS JOURNAL				
APP RD850000-21340					Vouchers Payable			52,434.65	
05/03/2024	050324	050324			AP CASH DISBURSEMENTS JOURNAL				
APP RC850000-21340					Vouchers Payable			211,755.98	
05/03/2024	050324	050324			AP CASH DISBURSEMENTS JOURNAL				
APP PB850000-21340					Vouchers Payable			61.71	
05/03/2024	050324	050324			AP CASH DISBURSEMENTS JOURNAL				
APP VA850000-21340					Vouchers Payable			12,629.96	
05/03/2024	050324	050324			AP CASH DISBURSEMENTS JOURNAL				
APP IB850000-21340					Vouchers Payable			4,754.69	
05/03/2024	050324	050324			AP CASH DISBURSEMENTS JOURNAL				
APP WC850000-21340					Vouchers Payable			60,979.87	
05/03/2024	050324	050324			AP CASH DISBURSEMENTS JOURNAL				
APP SW850000-21340					Vouchers Payable			4,370.00	
05/03/2024	050324	050324			AP CASH DISBURSEMENTS JOURNAL				
APP HH850000-21340					Vouchers Payable			27,511.60	
05/03/2024	050324	050324			AP CASH DISBURSEMENTS JOURNAL				
APP SE850000-21340					Vouchers Payable			47,092.86	
05/03/2024	050324	050324			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			2,055,664.64	2,055,664.64
APP 99900000-81080					Due To Human Services			454,642.44	
05/03/2024	050324	050324							
APP HS810000-11110					Cash Equity				454,642.44
05/03/2024	050324	050324							
APP 99900000-80010					Due To General Fund			1,096,039.10	

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
05/03/2024 050324	050324							
APP GF001000-11110				Cash Equity				1,096,039.10
05/03/2024 050324	050324							
APP 99900000-81480				Due To Public Safety Tax Fund			39,855.61	
05/03/2024 050324	050324							
APP PS810000-11110				Cash Equity				39,855.61
05/03/2024 050324	050324							
APP 99900000-85010				Due To Equipment Rental & Rev			9,552.11	
05/03/2024 050324	050324							
APP ER810000-11110				Cash Equity				9,552.11
05/03/2024 050324	050324							
APP 99900000-81600				Due To Behavioral Health			3,350.70	
05/03/2024 050324	050324							
APP BHF81000-11110				Cash Equity				3,350.70
05/03/2024 050324	050324							
APP 99900000-81240				Due To Fairgrounds Oper Budget			6,606.92	
05/03/2024 050324	050324							
APP FG810000-11110				Cash Equity				6,606.92
05/03/2024 050324	050324							
APP 99900000-81380				Due To Family Services			1,500.00	
05/03/2024 050324	050324							
APP FS810000-11110				Cash Equity				1,500.00
05/03/2024 050324	050324							
APP 99900000-85020				Due To Central Services			9,533.02	
05/03/2024 050324	050324							
APP IT810000-11110				Cash Equity				9,533.02
05/03/2024 050324	050324							
APP 99900000-81150				Due To Juvenile Center			12,993.42	
05/03/2024 050324	050324							
APP JC810000-11110				Cash Equity				12,993.42
05/03/2024 050324	050324							
APP 99900000-81010				Due To County Road			52,434.65	
05/03/2024 050324	050324							
APP RD810000-11110				Cash Equity				52,434.65
05/03/2024 050324	050324							
APP 99900000-81440				Due To Rural County Capital Fd			211,755.98	
05/03/2024 050324	050324							
APP RC810000-11110				Cash Equity				211,755.98
05/03/2024 050324	050324							
APP 99900000-81500				Due To Pest Board			61.71	
05/03/2024 050324	050324							
APP PB810000-11110				Cash Equity				61.71
05/03/2024 050324	050324							
APP 99900000-81040				Due To Veterans Assistance Fnd			12,629.96	
05/03/2024 050324	050324							
APP VA810000-11110				Cash Equity				12,629.96
05/03/2024 050324	050324							
APP 99900000-81160				Due To Inmate Benevolence Fund			4,754.69	
05/03/2024 050324	050324							

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 IB810000-11110 05/03/2024	050324	050324			Cash Equity				4,754.69
APP 99900000-85030 05/03/2024	050324	050324			Due To Workmens Compensation			60,979.87	
APP WC810000-11110 05/03/2024	050324	050324			Cash Equity				60,979.87
APP 99900000-81550 05/03/2024	050324	050324			Due To Solid Waste Collection			4,370.00	
APP SW810000-11110 05/03/2024	050324	050324			Cash Equity				4,370.00
APP 99900000-81540 05/03/2024	050324	050324			Due To Homeless Hsng & Assistn			27,511.60	
APP HH810000-11110 05/03/2024	050324	050324			Cash Equity				27,511.60
APP 99900000-81410 05/03/2024	050324	050324			Due To Sheriffs Eqp Prch & Rep			47,092.86	
APP SE810000-11110 05/03/2024	050324	050324			Cash Equity				47,092.86
					SYSTEM GENERATED ENTRIES TOTAL			2,055,664.64	2,055,664.64
					JOURNAL 2024/05/148 TOTAL			4,111,329.28	4,111,329.28

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
0010 General Fund	2024	5	148	05/03/2024			
GF001000-11110				Cash Equity			1,096,039.10
GF005000-21340				Vouchers Payable		1,096,039.10	
					FUND TOTAL	1,096,039.10	1,096,039.10
1010 County Road	2024	5	148	05/03/2024			
RD810000-11110				Cash Equity			52,434.65
RD850000-21340				Vouchers Payable		52,434.65	
					FUND TOTAL	52,434.65	52,434.65
1040 Veterans Assistance Fund	2024	5	148	05/03/2024			
VA810000-11110				Cash Equity			12,629.96
VA850000-21340				Vouchers Payable		12,629.96	
					FUND TOTAL	12,629.96	12,629.96
1080 Human Services	2024	5	148	05/03/2024			
HS810000-11110				Cash Equity			454,642.44
HS850000-21340				Vouchers Payable		454,642.44	
					FUND TOTAL	454,642.44	454,642.44
1150 Juvenile Center	2024	5	148	05/03/2024			
JC810000-11110				Cash Equity			12,993.42
JC850000-21340				Vouchers Payable		12,993.42	
					FUND TOTAL	12,993.42	12,993.42
1160 Inmate Benevolence Fund	2024	5	148	05/03/2024			
IB810000-11110				Cash Equity			4,754.69
IB850000-21340				Vouchers Payable		4,754.69	
					FUND TOTAL	4,754.69	4,754.69
1240 Event Center	2024	5	148	05/03/2024			
FG810000-11110				Cash Equity			6,606.92
FG850000-21340				Vouchers Payable		6,606.92	
					FUND TOTAL	6,606.92	6,606.92
1380 Family Services	2024	5	148	05/03/2024			
FS810000-11110				Cash Equity			1,500.00
FS850000-21340				Vouchers Payable		1,500.00	
					FUND TOTAL	1,500.00	1,500.00
1410 Sheriffs Equip Purchase & Rep	2024	5	148	05/03/2024			

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
SE810000-11110				Cash Equity			47,092.86
SE850000-21340				Vouchers Payable		47,092.86	
					FUND TOTAL	47,092.86	47,092.86
1440 Rural County Capital Fund	2024	5	148	05/03/2024			
RC810000-11110				Cash Equity			211,755.98
RC850000-21340				Vouchers Payable		211,755.98	
					FUND TOTAL	211,755.98	211,755.98
1480 Public Safety Tax Fund	2024	5	148	05/03/2024			
PS810000-11110				Cash Equity			39,855.61
PS850000-21340				Vouchers Payable		39,855.61	
					FUND TOTAL	39,855.61	39,855.61
1500 Pest Board	2024	5	148	05/03/2024			
PB810000-11110				Cash Equity			61.71
PB850000-21340				Vouchers Payable		61.71	
					FUND TOTAL	61.71	61.71
1540 Homeless Housing And Assistnce	2024	5	148	05/03/2024			
HH810000-11110				Cash Equity			27,511.60
HH850000-21340				Vouchers Payable		27,511.60	
					FUND TOTAL	27,511.60	27,511.60
1550 Solid Waste Collection Fund	2024	5	148	05/03/2024			
SW810000-11110				Cash Equity			4,370.00
SW850000-21340				Vouchers Payable		4,370.00	
					FUND TOTAL	4,370.00	4,370.00
1600 Behavioral Health	2024	5	148	05/03/2024			
BHF81000-11110				Cash Equity			3,350.70
BHF85000-21340				Vouchers Payable		3,350.70	
					FUND TOTAL	3,350.70	3,350.70
5010 Equipment Rental & Revolving	2024	5	148	05/03/2024			
ER810000-11110				Cash Equity			9,552.11
ER850000-21340				Vouchers Payable		9,552.11	
					FUND TOTAL	9,552.11	9,552.11
5020 Central Services	2024	5	148	05/03/2024			
IT810000-11110				Cash Equity			9,533.02

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
IT850000-21340					Vouchers Payable	9,533.02	
					FUND TOTAL	9,533.02	9,533.02
5030 Workmens Compensation	2024	5	148	05/03/2024			
WC810000-11110					Cash Equity		60,979.87
WC850000-21340					Vouchers Payable	60,979.87	
					FUND TOTAL	60,979.87	60,979.87
9999 Treasurers Pooled Cash	2024	5	148	05/03/2024			
99900000-11120					AP Check Claims Clearing		2,055,664.64
99900000-80010					Due To General Fund	1,096,039.10	
99900000-81010					Due To County Road	52,434.65	
99900000-81040					Due To Veterans Assistance Fnd	12,629.96	
99900000-81080					Due To Human Services	454,642.44	
99900000-81150					Due To Juvenile Center	12,993.42	
99900000-81160					Due To Inmate Benevolence Fund	4,754.69	
99900000-81240					Due To Fairgrounds Oper Budget	6,606.92	
99900000-81380					Due To Family Services	1,500.00	
99900000-81410					Due To Sheriffs Eqp Prch & Rep	47,092.86	
99900000-81440					Due To Rural County Capital Fd	211,755.98	
99900000-81480					Due To Public Safety Tax Fund	39,855.61	
99900000-81500					Due To Pest Board	61.71	
99900000-81540					Due To Homeless Hsng & Assistn	27,511.60	
99900000-81550					Due To Solid Waste Collection	4,370.00	
99900000-81600					Due To Behavioral Health	3,350.70	
99900000-85010					Due To Equipment Rental & Rev	9,552.11	
99900000-85020					Due To Central Services	9,533.02	
99900000-85030					Due To Workmens Compensation	60,979.87	
					FUND TOTAL	2,055,664.64	2,055,664.64

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
0010	General Fund		1,096,039.10
1010	County Road		52,434.65
1040	Veterans Assistance Fund		12,629.96
1080	Human Services		454,642.44
1150	Juvenile Center		12,993.42
1160	Inmate Benevolence Fund		4,754.69
1240	Event Center		6,606.92
1380	Family Services		1,500.00
1410	Sheriffs Equip Purchase & Rep		47,092.86
1440	Rural County Capital Fund		211,755.98
1480	Public Safety Tax Fund		39,855.61
1500	Pest Board		61.71
1540	Homeless Housing And Assistnce		27,511.60
1550	Solid Waste Collection Fund		4,370.00
1600	Behavioral Health		3,350.70
5010	Equipment Rental & Revolving		9,552.11
5020	Central Services		9,533.02
5030	Workmens Compensation		60,979.87
9999	Treasurers Pooled Cash	2,055,664.64	
	TOTAL	2,055,664.64	2,055,664.64

** 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
907	05/03/2024	EFT	105758	LAW OFFICE OF KATHERINE BOHNET PLLC	04/10/2024		050324E	600.00
				LAW OFFICE OF KATHERINE BOHNET PLLC	04/10/2024		050324E	1,085.72
				LAW OFFICE OF KATHERINE BOHNET PLLC	04/10/2024		050324E	1,085.72
							CHECK 907 TOTAL:	2,771.44
				NUMBER OF CHECKS 1			*** CASH ACCOUNT TOTAL ***	2,771.44

	COUNT	AMOUNT
TOTAL EFT'S	1	2,771.44

*** GRAND TOTAL *** 2,771.44

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 5 152									
APP PS850000-21340					Vouchers Payable			2,771.44	
05/03/2024	050324E	050324			AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11121					AP Wire Clearing				2,771.44
05/03/2024	050324E	050324			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			2,771.44	2,771.44
APP 99900000-81480					Due To Public Safety Tax Fund			2,771.44	
05/03/2024	050324E	050324							
APP PS810000-11110					Cash Equity				2,771.44
05/03/2024	050324E	050324							
					SYSTEM GENERATED ENTRIES TOTAL			2,771.44	2,771.44
					JOURNAL 2024/05/152 TOTAL			5,542.88	5,542.88

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
1480 Public Safety Tax Fund	2024	5	152	05/03/2024		
PS810000-11110				Cash Equity		2,771.44
PS850000-21340				Vouchers Payable	2,771.44	
				FUND TOTAL	2,771.44	2,771.44
9999 Treasurers Pooled Cash	2024	5	152	05/03/2024		
99900000-11121				AP Wire Clearing		2,771.44
99900000-81480				Due To Public Safety Tax Fund	2,771.44	
				FUND TOTAL	2,771.44	2,771.44

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
1480 Public Safety Tax Fund			2,771.44
9999 Treasurers Pooled Cash		2,771.44	
	TOTAL	2,771.44	2,771.44

** 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
1839	05/03/2024	WIRE	101046	B C MEALS	04/22/2024			241.95
							CHECK 1839 TOTAL:	241.95
1840	05/03/2024	WIRE	101046	B C MEALS	04/22/2024			241.95
							CHECK 1840 TOTAL:	241.95
1841	05/03/2024	WIRE	101046	B C MEALS	04/22/2024			241.95
							CHECK 1841 TOTAL:	241.95
1842	05/03/2024	WIRE	101046	B C MEALS	04/22/2024			241.95
							CHECK 1842 TOTAL:	241.95
1843	05/03/2024	WIRE	101046	B C MEALS	04/22/2024			241.95
							CHECK 1843 TOTAL:	241.95
1844	05/03/2024	WIRE	101046	B C MEALS	04/26/2024			181.95
							CHECK 1844 TOTAL:	181.95
1845	05/03/2024	WIRE	101046	B C MEALS	04/23/2024			437.95
							CHECK 1845 TOTAL:	437.95
1850	05/03/2024	WIRE	101529	B C WORKMANS COMP	04/25/2024			40,590.24
							CHECK 1850 TOTAL:	40,590.24

NUMBER OF CHECKS 8 *** CASH ACCOUNT TOTAL *** 42,419.89

	COUNT	AMOUNT
TOTAL WIRE TRANSFERS	8	42,419.89

*** GRAND TOTAL *** 42,419.89

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 5 150				
APP RD850000-21340	Vouchers Payable		1,209.75	
05/03/2024 CASH DISB 050324	AP CASH DISBURSEMENTS JOURNAL			
APP 99900000-11100	Main Checking			42,419.89
05/03/2024 CASH DISB 050324	AP CASH DISBURSEMENTS JOURNAL			
APP PS850000-21340	Vouchers Payable		181.95	
05/03/2024 CASH DISB 050324	AP CASH DISBURSEMENTS JOURNAL			
APP JC850000-21340	Vouchers Payable		437.95	
05/03/2024 CASH DISB 050324	AP CASH DISBURSEMENTS JOURNAL			
APP WC850000-21340	Vouchers Payable		40,590.24	
05/03/2024 CASH DISB 050324	AP CASH DISBURSEMENTS JOURNAL			
	GENERAL LEDGER TOTAL		42,419.89	42,419.89
APP 99900000-81010	Due To County Road		1,209.75	
05/03/2024 CASH DISB 050324				
APP RD810000-11110	Cash Equity			1,209.75
05/03/2024 CASH DISB 050324				
APP 99900000-81480	Due To Public Safety Tax Fund		181.95	
05/03/2024 CASH DISB 050324				
APP PS810000-11110	Cash Equity			181.95
05/03/2024 CASH DISB 050324				
APP 99900000-81150	Due To Juvenile Center		437.95	
05/03/2024 CASH DISB 050324				
APP JC810000-11110	Cash Equity			437.95
05/03/2024 CASH DISB 050324				
APP 99900000-85030	Due To Workmens Compensation		40,590.24	
05/03/2024 CASH DISB 050324				
APP WC810000-11110	Cash Equity			40,590.24
05/03/2024 CASH DISB 050324				
	SYSTEM GENERATED ENTRIES TOTAL		42,419.89	42,419.89
	JOURNAL 2024/05/150 TOTAL		84,839.78	84,839.78

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
1010 County Road	2024	5	150	05/03/2024			
RD810000-11110				Cash Equity			1,209.75
RD850000-21340				Vouchers Payable		1,209.75	
					FUND TOTAL	1,209.75	1,209.75
1150 Juvenile Center	2024	5	150	05/03/2024			
JC810000-11110				Cash Equity			437.95
JC850000-21340				Vouchers Payable		437.95	
					FUND TOTAL	437.95	437.95
1480 Public Safety Tax Fund	2024	5	150	05/03/2024			
PS810000-11110				Cash Equity			181.95
PS850000-21340				Vouchers Payable		181.95	
					FUND TOTAL	181.95	181.95
5030 Workmens Compensation	2024	5	150	05/03/2024			
WC810000-11110				Cash Equity			40,590.24
WC850000-21340				Vouchers Payable		40,590.24	
					FUND TOTAL	40,590.24	40,590.24
9999 Treasurers Pooled Cash	2024	5	150	05/03/2024			
99900000-11100				Main Checking			42,419.89
99900000-81010				Due To County Road		1,209.75	
99900000-81150				Due To Juvenile Center		437.95	
99900000-81480				Due To Public Safety Tax Fund		181.95	
99900000-85030				Due To Workmens Compensation		40,590.24	
					FUND TOTAL	42,419.89	42,419.89

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
1010 County Road		1,209.75
1150 Juvenile Center		437.95
1480 Public Safety Tax Fund		181.95
5030 Workmens Compensation		40,590.24
9999 Treasurers Pooled Cash	42,419.89	
TOTAL	42,419.89	42,419.89

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CASH ACCOUNT: 99900000 11100 Main Checking

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK	NET
1804	05/02/2024	WIRE	101046 B C MEALS	04/15/2024			206.95
					CHECK	1804 TOTAL:	206.95

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 206.95

	COUNT	AMOUNT
TOTAL WIRE TRANSFERS	1	206.95

*** GRAND TOTAL *** 206.95

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 5 151									
APP GF005000-21340					Vouchers Payable			206.95	
05/03/2024	CASH DISB	050324			AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11100					Main Checking				206.95
05/03/2024	CASH DISB	050324			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			206.95	206.95
APP 99900000-80010					Due To General Fund			206.95	
05/03/2024	CASH DISB	050324							
APP GF001000-11110					Cash Equity				206.95
05/03/2024	CASH DISB	050324							
					SYSTEM GENERATED ENTRIES TOTAL			206.95	206.95
					JOURNAL 2024/05/151 TOTAL			413.90	413.90

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
0010 General Fund	2024	5	151	05/03/2024			
GF001000-11110				Cash Equity			206.95
GF005000-21340				Vouchers Payable		206.95	
					FUND TOTAL	206.95	206.95
9999 Treasurers Pooled Cash	2024	5	151	05/03/2024			
99900000-11100				Main Checking			206.95
99900000-80010				Due To General Fund		206.95	
					FUND TOTAL	206.95	206.95

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
0010 General Fund		206.95
9999 Treasurers Pooled Cash	206.95	
TOTAL	206.95	206.95

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

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 14, 2024
Subject:	Professional Services Contract with The Building Department, Inc. dba Northwest Code Professionals
Presenter:	
Prepared By:	Michelle Johnson, Office Assistant II
Reviewed By:	Greg Wendt, Community Development Director & Brad O'Brien, Building Division Manger

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

Type of Agenda Item:

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

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

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

Summary / Background Information

Benton County Building Division desires to enter into a Personal Services Contract with The Building Department, Inc. dba Northwest Code Professionals to provide inspection and plan review services associated with keeping up with the fluctuating building needs of Benton County.

This is a continuation of an existing contract which was active for the years 2022 and 2023. The term of this contract shall begin on the date that it is signed and will expire two (2) years after that date.

The contract has been prepared by the department and reviewed and approved as to form by the Deputy Prosecuting Attorney for the Civil Division.

Fiscal Impact

Amount not to exceed $180,000 including WSST. No supplemental is required.

Recommendation

Recommend that the Board of Benton County Commissioners sign the Resolution and the Personal Services Contract between The Building Department, Inc. dba Northwest Code Professionals and Benton County.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF ENTERING INTO A PERSONAL SERVICES CONTRACT WITH THE BUILDING DEPARTMENT, INC. DBA NORTHWEST CODE PROFESSIONALS

WHEREAS, Benton County desires to enter into a contract with The Building Department, Inc. dba Northwest Code Professionals to provide inspections and plan review services associated with keeping up with fluctuating building needs within Benton County; and

WHEREAS, the Deputy Prosecuting Attorney from the Civil Division has reviewed and approved said contract; **NOW THEREFORE,**

BE IT RESOLVED, the Board of County Commissioners, Benton County, Washington hereby authorizes the Chairman of the Board or Chairman Pro Tem to sign the attached Personal Services Contract (Terms and Conditions) between Benton County and The Building Department, Inc. dba Northwest Code Professionals, in the amount not to exceed $180,000.00 including WSST; and

BE IT FURTHER RESOLVED, the term of the attached contract commences the date that the contract is signed (May 14, 2024) and will expire two (2) years after that date (May 14, 2026).

Dated this _____ day of _____, 2024.

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Commissioner

Constituting the Board of County Commissioners of Benton County, Washington

Attest_____
Clerk of the Board

Orig.: Building Division
cc: Auditor; PA

M. Johnson

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 **THE BUILDING DEPARTMENT, INC. dba NORTHWEST CODE PROFESSIONALS**, a corporation organized under the laws of the State of Washington with its principal offices at 144 E 14th Ave Eugene, Oregon 97401 (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 - Scope of Services for contracted building inspection/plan review work including scope of services, assumptions, and compensation.

In the event there is a conflict between the terms of these contract documents, these Terms and Conditions shall control.

2. DURATION OF CONTRACT

The term of this Contract shall begin on date that it is fully executed and will expire 2 years after that date. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

a. The CONTRACTOR shall provide inspection and plan review services associated with keeping up with the fluctuating building needs within Benton County. The Scope of Work, Assumptions, and Compensation is set forth in Exhibit A, which is attached hereto and incorporated herein by reference and generally includes:

Conducts plan review and inspections related to Building permits issued by Benton County.

Conduct Plan Review services related to Building permits issued by Benton County

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

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

d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

e. 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:	Northwest Code Professionals
Address:	144 E 14th Ave. Eugene, Oregon 97401
Phone:	1-541-484-9043
Email:	jacka@nwcodepros.com

b. For COUNTY:

Name:	Benton County Building Division
Address:	102206 E Wiser Parkway Kennewick, WA 99338
Phone:	509-735-3500
Email:	brad.obrien@co.benton.wa.us

5. **COMPENSATION**

a. For the services performed under this Contract, the CONTRACTOR shall be paid $88.00 p/hr plus mileage for building inspections, and $88.00 per hour for plan review (3- Hour minimum). Commercial plan review will be 75% of total plan review fees as set forth in Exhibit A, 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 $180,000 ($7,500 p/month X 24 month contract) , including 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.

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. **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 two million dollars ($2,000,000) each claim and in the aggregate. Such insurance must be provided by an insurance carrier with a Best's Rating of not less than A-VII.

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

completion of work. The CONTRACTOR shall annually provide the COUNTY with proof of all such insurance.

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

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

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

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

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

e. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention,

deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.

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

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

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

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

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

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement

to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

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

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

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have an A.M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability, and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not 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 thirty (30) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

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

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

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

a. The CONTRACTOR shall perform the terms of this Contract using

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

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

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

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

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

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

d. The CONTRACTOR shall pay for all taxes, fees, licenses, or

payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.

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

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

16. 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.

b. All design work done by the CONTRACTOR shall be done on AutoCAD Civil 3D 2015 or higher, or other systems mutually

agreed upon, an electronic copy of which shall be submitted to the COUNTY upon request and/or at the expiration of the Contract. Should a construction project result from the work of the CONTRACTOR, the record drawings from the CONTRACTOR shall be transposed onto the electronic design drawings and submitted to the COUNTY.

c. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request and/or at the expiration of the Contract, using the word processing program and version specified by the COUNTY.

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

Disputes between the CONTRACTOR and the COUNTY, arising under and by virtue of this 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); extended reporting period requirements for professional liability insurance (Section 8(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27); and confidentiality (Section 19).

26. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 14 of this 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.

- This section left blank intentionally -

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

Dated: _____

FOR: BENTON COUNTY

_____
Chairman

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

Approved as to Form

_____
LeeAnn Holt, Civil Deputy Prosecuting Attorney

Dated: 4/10/2024

FOR: THE BUILDING DEPARTMENT, INC. dba NORTHWEST CODE PROFESSIONALS

_____
Signature

President/CEO
Title:

Jack E Applegate, CBO, CEO, COSS, FPE
Print Name

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

Dated: _____

FOR: BENTON COUNTY

_____
Chairman

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

Approved as to Form

_____
LeeAnn Holt, Civil Deputy
Prosecuting Attorney

Dated: _____

FOR: THE BUILDING DEPARTMENT, INC. dba NORTHWEST CODE PROFESSIONALS

_____
Signature

_____
Title:

_____
Print Name

144 E 14TH Ave, Eugene, Oregon Ph. 800-358-8034

Benton County

Attachment A.

Fee Schedules and Charge Rates 2024

Charge Rates for Services charged by Contractor:

Charge Rate Category	*Hourly Rate / Percentage	Notes/mileage Rates
Plan Review	75% Commercial Plan Review Fees Collected by County. On call, secondary reviews, review changes an hourly additional rate $88.00/HR	
Inspection Fee	$88.00/HR	
Inspection Services/ Business License	$88.00/HR	On Call Service or requested work not covered by permits.
After Hours/Weekend Inspections	$100.00/HR	Minimum 2 hr. Charge
Demolition and Grading Inspections	$90.00/HR	Trip Charge per day $100.00

*Project valuation used to determine permit fees shall be based upon the current ICC Valuation tables published by the International Code Council. Final valuation used to determine permit fees shall be determined by the Building Official.

*Time tracked will include travel time from NWCP office to the municipality. Mileage will be an additional charge at the current federal mileage rate per mile to and from inspector's home/office whichever is closer.

*NWCP will perform the services commencing upon execution of this contract. All plan review and inspections will be performed during normal business hours (8:00 a.m. – 5:00 p.m., Monday – Friday.

*A minimum of 48 hours' lead-time is required to guarantee availability; however, NWCP will always do our best to provide inspection services if notice is less than 48 hours.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 14, 2024 **Memo Date:** April 29, 2024
Subject:	Canine Shelter-Government Service Contract- Benton County and Benton City
Presenter:	N/A- Consent Agenda
Prepared By:	Greg Wendt, Director of Community Development
Reviewed By:	Greg Wendt, Director of Community Development

PA Review, Approval to Form x Yes ☐ No ☐ 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

Benton City recently reached out to Benton County regarding entering a new two (2) year service agreement with the Benton County Canine Shelter, substantially similar to a previous agreement that began in 2021. Specifically, Benton City is requesting the ability to shelter up to five (5) dogs at one time at the Benton County Canine Shelter, conditioned on available capacity. The following general services are described in the new proposed two (2) year contract:

1. Benton County is responsible for sheltering up to five (5) dogs at one time at the Benton County Canine Shelter and upon the completion of applicable notice and hold time requirements, the dogs would become property of the County; and
2. Benton City is responsible for delivering the dogs to the Benton County Canine Shelter following the completion of the necessary stray hold timelines and compensating the County for intake, euthanasia, and rendering services, as identified in the Contract.

The contract includes a compensation schedule outlining the fee and service costs the County will receive from Benton City:

Intake Fee: $100.00 per dog;

Euthanasia Services: $50.00 per dog

Rendering Services: $60.00 per dog

As proposed, an approved contract between Benton City and Benton County would become effective upon Board approval and expire on December 31, 2025. Lee Ann Holt, Deputy Prosecutor has reviewed the contract and approved it as to form.

Fiscal Impact

Amount: Unknown **Fund:** Unknown

Recommendation

It is the recommendation of the Benton County Community Development Department, including the Canine Shelter, that the Government Service Contract between Benton County and Benton City be approved. To execute the contract, it is recommended that each Board member sign the attached contract along with the Board Chairman providing an approval signature on the attached resolution.

Suggested Motion

Approve as part of the consent agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE BENTON COUNTY CANINE SHELTER: A GOVERNMENT SERVICES CONTRACT BETWEEN BENTON COUNTY AND BENTON CITY FOR CANINE SHELTER SERVICES BEGINNING ON MAY 14, 2024, AND EXPIRING ON DECEMBER 31, 2025

WHEREAS, the City of Benton City (Benton City) is proposing a Government Service Contract between Benton County and Benton City for canine shelter services; and,

WHEREAS, Benton County and Benton City previously entered a two (2) year contract (County Resolution 20121-120) for canine shelter services ending on December 31, 2023; and,

WHEREAS, Benton City is requesting the ability to shelter up to five (5) dogs at one time at the Benton County Canine Shelter, conditioned on available capacity; and,

WHEREAS, in the proposed contract, the County is generally responsible for sheltering up to five (5) dogs at one time at the Benton County Canine Shelter and upon the completion of applicable notice and hold time requirements, the dogs would become property of the County; and,

WHEREAS, in the proposed contract, the City is generally responsible for delivering the dogs to the Benton County Canine Shelter following the completion of the necessary stray hold timelines; and,

WHEREAS, Benton City will compensate Benton County for each dog delivered to the County Shelter paying an intake fee of $100.00 per dog euthanasia services of $50.00 per dog and render services of $60.00 per dog; and,

WHEREAS, it appears to be in the public's best interest to approve said Government Services Contract; **NOW THEREFORE**,

BE IT RESOLVED, that the Board of County Commissioners hereby approves the attached Governmental Service Contract between Benton County and Benton City for the sheltering of no more than five (5) dogs effective May 14, 2024, and which shall expire on December 31, 2025.

Dated this 14th day of May, 2024.

Chairman of the Board

Chairman Pro Tem

Commissioner

Constituting the Board of County Commissioners of Benton County Washington.

Attest.....
Clerk of the Board

GW

Orig: Canine Shelter
Cc: PLN, PA

BENTON COUNTY
GOVERNMENTAL SERVICE CONTRACT

TERMS AND CONDITIONS

Pursuant to RCW 39.34.080 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 **THE CITY OF BENTON CITY**, a municipal corporation organized under the laws of the State of Washington with its principal offices at 1006 Dale Avenue, Suite A, Benton City, WA 99320 (hereinafter "CITY").

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.

2. DURATION OF CONTRACT

The term of this Contract shall begin on the last date signed and shall expire on December 31, 2025. The CITY shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

a. The COUNTY will provide sheltering for up to five (5) dogs at any one time conditioned on available capacity.

b. The CITY shall deliver dogs, by appointment during normal business hours, to the Benton County Canine shelter, 1116 N. Grant Place, Kennewick, WA.

c. COUNTY will only take animals after 72 business hour stray hold and/or 10 business hour known owner stray hold, as applicable, has been completed by CITY.

d. The CITY shall be responsible to collect all fines and fees pursuant to their own code, regulations and policies and notify COUNTY that an animal is ready for release. COUNTY will only release animals to CITY and CITY shall be

responsible for release to owner.

e. Animals held by COUNTY shall become property of COUNTY following notice and hold time requirements stipulated in Benton County Code.

f. The parties each agree to provide their own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by either party to the other.

g. The COUNTY will perform the work specified in this Contract according to standard industry practice, the Benton County Code and its own policies and procedures.

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 CITY:

Name:	Jenny McCombs
Address:	PO Box 70 Benton City, WA 99320
Phone:	509-588-3322
Email:	tcoffland@ci.benton-city.wa.us

b. For COUNTY:

Name:	Greg Wendt, Director of Community Development
Address:	102206 E Wiser Parkway Kennewick, WA 99336
Phone:	509-736-3086
Email:	greg.wendt@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the COUNTY shall be paid as follows:

Intake fee	$100 per animal
Euthanize	$50 per animal
Rendering (Cremation)	$60 per animal

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

c. The COUNTY may submit invoices to the CITY 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 COUNTY performed work for the CITY during the billing period. The CITY shall pay the COUNTY 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.

d. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the COUNTY 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. 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 CITY 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 CITY, or any municipality working under the CITY ("subCITYs"), as well as any agents, invitees, or licensees thereof, or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CITY'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 CITY, any subCITY, 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 CITY or subCITY under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CITY expressly waives any immunity the CITY might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CITY 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 CITY makes with any subCITY or agent performing work hereunder. CITY'S obligations under this Section 7 shall survive termination and expiration of this Contract.**

c. The CITY'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 CITY, or the CITY'S employees, agents, or subCITYs.

8. INSURANCE

The CITY shall obtain and maintain continuously the following insurance:

a. **Workers Compensation:** CITY 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 CITY 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. CITY 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, CITY waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

If CITY, 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, CITY shall indemnify the COUNTY. Indemnity shall include all fines, payment of benefits to CITY 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 CITY pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to CITY for performance of this Contract.

b. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CITY shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CITY from claims for wrongful death, bodily injury, personal injury, and property damage that may arise from any actions or inactions under this Contract by CITY or by anyone directly employed by or contracting with CITY. 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 CITY's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The CITY 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. CITY'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.

CITY shall also provide Stop Gap Employer's Liability

Insurance coverage with minimum limits as follows:

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

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

d. **Other Insurance Provisions:**

1. The CITY'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. CITY'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 CITY'S insurance policies.

2. The CITY'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 CITY'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 CITY 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 CITY maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CITY.**

7. The CITY 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. CITY 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 CITY to enter into a pre-loss agreement to waive subrogation without an endorsement, then CITY 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 CITY enter into such a waiver of subrogation on a pre-loss basis.

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

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 CITY, other than Auto Liability and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or 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 CITY'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 CITY 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 CITY. In that event, the CITY shall pay the COUNTY for all costs incurred by the COUNTY 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. If the CITY 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 CITY, in which case the CITY shall pay the COUNTY only for the costs of services accepted by the CITY, in accordance with the Compensation Section of this Contract.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

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

b. The COUNTY acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the COUNTY, nor its employees are entitled to any CITY 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 CITY employees.

c. The COUNTY 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 CITY shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

The parties and their 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 owned by the COUNTY. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights. The CITY agrees that if it uses any materials prepared by the COUNTY for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the COUNTY harmless therefrom to the extent such use is not agreed to in writing by the COUNTY.

17. DISPUTES

Disputes between the CITY 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 COUNTY 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 CITY'S right to seek judicial relief.

18. CONFIDENTIALITY

The CITY 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 CITY shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

19. CHOICE OF LAW, JURISDICTION, AND VENUE

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

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

20. SUCCESSORS AND ASSIGNS

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

21. SEVERABILITY

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

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

22. ENTIRE AGREEMENT

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

23. NOTICES

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

24. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to: indemnification provisions (Sections 7 and 17); inspection and keeping of records and books (Section 14); litigation hold notice (Section 25); Public Records Act (Section 26); and confidentiality (Section 18).

25. LITIGATION HOLD NOTICE

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

26. PUBLIC RECORDS ACT

The CITY 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, CITY 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 CITY'S possession. This may include records that CITY regards as confidential or proprietary. To the extent that CITY provides any records to the COUNTY that it regards as confidential or proprietary, CITY agrees to conspicuously mark the records as such. The CITY 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 CITY in a timely fashion of any request made under the Public Records Act that will require disclosure of any records marked by CITY as confidential or proprietary, so that CITY may seek a judicial order of protection if necessary.

- This section left blank intentionally -

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

Dated: _____

FOR: BENTON COUNTY

_____
Chairman

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

Approved as to Form

_____
Civil Deputy Prosecuting Attorney

Dated: 3-19-24

FOR: BENTON CITY

_____
Signature

MAYOR
Title:

LEN BURTON
Print Name

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 14, 2024
Subject:	Declare Tax-Title Property Surplus
Presenter:	
Prepared By:	Nicole Perrault, Administrative Assistant
Reviewed By:	Matt Rasmussen, Deputy County Administrator

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

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

Summary / Background Information

The County holds Tract B of the Meadow Springs Ranch No. 2 plat as tax title property. The tract is a 10 feet wide strip of land that runs throughout the plat. It was intended to be for equestrian trails but was never actually developed for that purpose. The County acquired it when the homeowners association in the area went defunct and stopped paying the taxes on the parcel. The parcel is currently occupied by many of the surrounding landowners but some portions are unused and collect weeds and debris. Several of the surrounding landowners have expressed interest in formally acquiring title to the strip of land that they have occupied for many years.

The Benton County Real Property Management Policy provides that the Board of County Commissioners may declare such tax title parcels surplus and authorize them for sale. The Policy further provides that the property may be subdivided and may also be sold via private negotiation under certain circumstances. In this instance the property is not practical for any type of construction due to its size and shape. The value of the parcel is also less than $500 and the County proposes to sell it to the adjoining landowners. Both of these conditions satisfy the circumstances for sale by private negotiation.

In order to properly distribute the strip to each surrounding landowner the County will prepare a series of Boundary line adjustment surveys and quit claim deeds to make the appropriate transfers. The Real Property Management Policy authorizes the Board to declare the property surplus via Resolution when the value is less than $5,000. The value of this property is approximately $500.

Fiscal Impact

Tax title property may not be sold for less than the total amount of taxes owed. The total taxes owed on this parcel are $0. Since the property is being split up to be sold to various surrounding landowners the County will sell the property on a calculated per square foot cost. The amount collected will be placed in the appropriate funds per the Real Property Management policy.

Selling this property to private landowners also returns it to the tax rolls and will result in increased assessed value for the surrounding parcels. Though small this will increase revenues to the County via property taxes.

Recommendation

Staff recommends that the Board declare the property surplus and authorize staff to dispose of it via subdivision and private negotiation with the adjoining landowners.

Suggested Motion

Approve as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF DECLARING TRACT B, OF THE PLAT OF MEADOW SPRINGS RANCH NO. 2 SURPLUS AND AUTHORIZING DISPOSAL PURSUANT TO THE BENTON COUNTY REAL PROPERTY MANAGEMENT POLICY

WHEREAS, Benton County holds Tract B of the Plat of Meadows Springs Ranch No. 2 as tax title property; and

WHEREAS, said Tract B is a 10 feet wide strip of land running through the subdivision that was intended as an equestrian trail but was never developed for that use; and

WHEREAS, surrounding landowners, many of whom already occupy the strip of land, have expressed interest in acquiring ownership to the portions of the Tract adjoining their property; and

WHEREAS, the Benton County Real Property Management Policy provides for subdivision of tax title lands and sales by private negotiation when the property is not practical for building or when the total assessed value is less than $500 and the property is being sold to an adjoining property owner; and

WHEREAS, the property satisfied both of those conditions; **NOW, THEREFORE,**

BE IT RESOLVED, by the Board of Benton County Commissioners that Tract B, Meadow Springs Ranch No. 2 is hereby declared surplus and shall be disposed of pursuant to the Benton County Real Property Management Policy by subdivision and sale to the adjoining property owners.

Dated this 14th day of May, 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: Commissioners
cc: M. Rasmussen

N. Perrault

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 14, 2024
Subject:	Exclusive Agency Sale Listing Agreement with SVN Retter and Company
Presenter:	
Prepared By:	Matt Rasmussen
Reviewed By:	Jerrod MacPherson

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 has numerous parcels that are under County ownership. While many are not useful as stand alone properties the County does have some that could be developed. The County maintains a listing of such parcels that have been deemed unnecessary for use by the County on it's website under "surplus property". One such parcel is County Parcel Number 109803000023000, a 2.3 acre parcel located on the east side of Kennewick.

The Real Property Manager (Deputy County Administrator) has determine that some of these properties should be sold. In order to get the highest value for these parcels the Real Property Manager recommends that the services of a real estate agent be utilized. The Real Property Manger has selected SVN, Retter and Company for the sale of the above mentioned parcel

Fiscal Impact

The parcel is estimated to have a market value of $185,000. Any proceeds for the sale, less the commission paid to the real estate agent, will be deposited into the general fund. Sale of this parcel will also return it to the property tax role which will result in a small increase to revenue long term.

Recommendation

Staff recommends that the Board approve the listing agreement.

Suggested Motion

Approve as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING AN EXCLUSIVE AGENCY SALE LISTING AGREEMENT WITH SVN, RETTER AND COMPANY FOR THE SALE OF BENTON COUNTY PARCEL NUMBER 109803000023000

WHEREAS, Benton County maintains a listing of properties that it owns but are considered not useful for County purposes; and

WHEREAS, the Real Property Manager is tasked with selling surplus properties in a manner that results in the highest value for the County; and

WHEREAS, the Real Property Manager has determined that the highest value for the sale of Parcel Number 109803000023000 will be gained by utilizing a real estate agent to list the parcel for sale; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of Benton County Commissioners, Benton County, Washington hereby approves the Exclusive Agency Sale Listing Agreement with SVN, Retter and Company; and

BE IT FURTHER RESOLVED, that the agreement is effective immediately and expires on April 30, 2025; and

BE IT FURTHER RESOLVED, that the Chairman of the Board be, and hereby is, authorized to execute said agreement digitally on behalf of Benton County.

Dated this 14th day of May, 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: Matt Rasmussen
cc:

EXCLUSIVE AGENCY SALE LISTING AGREEMENT

CBA Text Disclaimer: Text deleted by licensee indicated by strike.
New text inserted by licensee indicated by small capital letters.

Commercial Brokers Association 2011
ALL RIGHTS RESERVED

This Exclusive Agency Sale Listing Agreement ("Agreement") is made by and between **Benton County** ("Seller") and **SVN | Retter and Company, a Washington for profit company** ("Firm"). Seller hereby grants to Firm the exclusive and irrevocable right to sell, and to receive deposits in connection with, Seller's commercial real estate legally described as set forth on attached Exhibit A and commonly described as **See Ex. A.** (the "Property").

1. **TERM.** This Agreement shall commence on **May 14 2024** and shall expire at 11:59 p.m. on **April 30, 2025.**

2. **PRICE AND TERMS.** Seller agrees to list the Property at a price of **$ 185,000** and shall consider offers that include usual and customary contingencies in addition to the following specific terms:
Possession: **On Closing**
Other Terms: **None**

3. **DEFINITIONS.** As used in this Agreement, (a) "CBA" shall mean the Commercial Brokers Association; and (b) "sell" shall mean sell, exchange, lease for over 5 years, enter into a contract to sell and/or enter into an option to purchase the Property.

4. **AGENCY.**
   a. Pamphlet. Seller acknowledges receipt of the pamphlet entitled "Real Estate Brokerage in Washington."
   b. Listing Broker. Seller authorizes Firm to appoint **Rob Ellsworth** as Seller's "Listing Broker." This Agreement creates an agency relationship between Seller and Listing Broker and any of Firm's managing brokers, including Firm's Designated Broker, who supervise Listing Broker ("Supervising Broker") during the Term. No other brokers affiliated with Firm are agents of Seller.

5. **LIMITED DUAL AGENCY.**
   a. Listing Broker as Limited Dual Agent. If initialed below, Seller consents to Listing Broker and Supervising Broker acting as limited dual agents in the sale of the Property to a buyer that Listing Broker also represents. Seller acknowledges that, as a limited dual agent, RCW 18.86.060 prohibits Listing Broker from advocating terms favorable to Seller to the detriment of buyer and further limits Listing Broker's representation of Seller.

      Seller's Initials _____ Date _____
      Seller's Initials _____ Date _____

   b. Firm Limited Dual Agency. If the Property is sold to a buyer represented by one of Firm's brokers other than Listing Broker ("Buyer's Broker"), Seller consents to any Supervising Broker, who also supervises Buyer's Broker, acting as a limited dual agent.

      If any of Firm's brokers act as a limited dual agent, Firm shall be entitled to the compensation payable under this Agreement plus any compensation Firm may have negotiated with the buyer.

6. **PROPERTY OWNERSHIP AND INFORMATION.** Seller warrants that Seller has the right to sell the Property on the terms set forth in this Agreement and agrees to furnish and pay for a buyer's policy of title insurance showing Seller has marketable title to the Property. Seller also warrants that the Property information provided by Seller to Firm in connection with listing the Property (the "Property Information"), which is expressly incorporated into this Agreement, is correct. Seller understands that Firm and other members of CBA will make representations to prospective buyers based solely on the Property Information and agrees to indemnify and hold Firm and other members of CBA harmless in the event the foregoing warranties are

Commercial Brokers Association 2011
ALL RIGHTS RESERVED

incorrect. Seller acknowledges that following closing, the amount of the purchase price and any other terms of the sale of the Property shall not be deemed confidential information, and Seller authorizes disclosure of the same.

7. CLOSING COSTS. In addition to purchasing a buyer's policy of title insurance, Seller agrees to pay one-half of any escrow fees. Rents, insurance, taxes, interest and reserves on assumed encumbrances are to be prorated between Seller and buyer as of the date of closing.

8. COMPENSATION. Firm shall be entitled to compensation if: (a) Seller sells the Property during the Term to a buyer procured by Firm on the terms of this Agreement or on other terms acceptable to Seller; (b) Seller sellers the Property through any other real estate firm during the Term; (c) Seller sells the Property within six months after the expiration or earlier termination of this Agreement to a person or entity, or to an Affiliate of such person or entity, that submitted an offer to purchase the Property during the term of this Agreement or that appears on any registration list provided by Firm pursuant to this Agreement; (d) the Property is made unmarketable by Seller's voluntary act; or (e) Seller withdraws the Property from sale, or otherwise prevents Broker from selling it. Seller shall pay compensation as follows:

a. Listing Firm Compensation: **3** % of the sales price, or $ _____

b. Buyer Brokerage Firm Compensation: **3** % of the sales price, or $ _____ to a cooperating broker representing the buyer ("Buyer Brokerage Firm") ("Buyer Brokerage Firm Compensation"), including another broker affiliated with Firm who represents the buyer. Buyer Brokerage Firm Compensation shall be paid as set forth above unless otherwise agreed by the buyer and Buyer Brokerage Firm in the purchase and sale agreement. Buyer Brokerage Firm is an intended third-party beneficiary of this Agreement.

Firm shall submit any registration list to Seller within 15 days after the expiration or earlier termination of this Agreement and shall only include on the registration list persons or entities to whose attention the Property was brought through the signs, advertising or other action of Firm, or who received information secured directly or indirectly from or through Firm during the term of this Agreement. Seller shall provide the registration list to any other brokers that assist Seller with this Property. "Affiliate" means, with respect to any person or entity that submitted an offer during the term of this Agreement or that appears on the registration list, any buyer which has more than a 10% ownership or voting interest in such an entity or any buyer in which more than 10% of the ownership or voting interests are owned or controlled by such a person or entity.

Seller consents to Firm receiving compensation from more than one party and to sharing compensation between firms, provided that any terms and amounts offered to or by Firm are disclosed as required by RCW 18.86.030.

Seller acknowledges that offering compensation to Buyer Brokerage Firm is not required.

9. FIRM/MULTIPLE LISTING. Firm shall cause this listing to be published by CBA for distribution to all CBA members through CBA's listing distribution systems. Firm shall use commercially reasonable efforts to cooperate with all other members of CBA in working toward the sale of the Property. Seller understands and agrees that all Property Information becomes the property of CBA, is not confidential, and will be given to third parties, including prospective buyers, other cooperating members of CBA who do not represent Seller and, in some instances, may represent the buyer and other parties granted access to CBA's listing systems. It is understood that CBA is not a party to this Agreement, and its sole function is to furnish the descriptive information set forth in the listing to its members, without verification and without assuming any responsibility for such information or in respect to this Agreement.

Commercial Brokers Association 2011
ALL RIGHTS RESERVED

10. **DAMAGES IN THE EVENT OF BUYER'S BREACH.** In the event Seller retains earnest money as liquidated damages on a buyer's breach, any costs advanced or committed by Firm on Seller's behalf shall be paid therefrom and the balance shall be retained by seller; divided equally between Seller and Firm (retained by Seller if not checked).

11. **ATTORNEY'S FEES.** In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay reasonable attorneys' fee and any costs and expenses incurred as a result of such enforcement. In the event of trial, venue shall be in the county in which the Property is located, and the amount of the attorney's fee shall be as fixed by the court.

12. **ADDITIONAL TERMS.** In addition to the Property Information and Exhibit A (legal description), the following amendments or addenda (which are also attached hereto) are part of this Agreement: **total compensation of 5% will be charged if listing broker acts in a limited dual agency capacity.**

SELLER

_____
Seller/Authorized Signature

Name: _____
Title: _____
Date: _____

_____
Seller/Authorized Signature

Name: _____
Title: _____
Date: _____

_____
Seller/Authorized Signature

Name: _____
Title: _____
Date: _____

_____
Seller/Authorized Signature

Name: _____
Title: _____
Date: _____

FIRM

SVN | Retter and Company

By: _____
[Authorized Representative]

Date: _____

Firm Lic. #: 20279

Broker Lic. #: 17790

Commercial Brokers Association 2011
ALL RIGHTS RESERVED

EXHIBIT A
(Legal Description)

Benton County Tax Parcel #(s): 109803000023000

Legally Described As:

That portion of the Southeast quarter of the Southwest quarter of the Southwest quarter of Section 9, Township 8 North, Range 30 East, W.M. described as follows: That portion of the Southeast quarter of the Southwest quarter lying Southwesterly of the S.P. & S. Railroad right of way as existed June 21, 2004. Except that portion contained with the Interior Drainage Ditch Right of Way. Containing 2.3 acres, more or less.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 14, 2024
Subject:	Professional Service Contract with Lourdes Counseling Center
Presenter:	
Prepared By:	Ryan Washburn, Therapeutic Court Coordinator
Reviewed By:	Amanda Watts, District Court Administrator

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

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

Summary / Background Information

Benton County Therapeutic Courts issued an RFQ on February 6, 2024, to provide substance use disorder treatment for the Benton County Mental Health Court, Veterans Therapeutic Court, and Recovery Court programs. Therapeutic Courts determined Lourdes Counseling Center is best suited according to our required criteria, and possess the desired skills, experience, licensing, and resources.

Benton County Therapeutic Courts and Lourdes Counseling Center now wish to enter into a Professional Services Contract setting forth the services to be provided.

Fiscal Impact

Services will be provided at no cost to Benton County.

Recommendation

Recommend Board of County Commissioners approve the resolution and execute the Professional Services Contract with Lourdes Counseling Center to provide substance use disorder treatment to Therapeutic Courts participants.

Suggested Motion

Approve as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AWARDING LOURDES COUNSELING CENTER A PROFESSIONAL SERVICES CONTRACT TO PROVIDE SUBSTANCE USE DISORDER TREATMENT

WHEREAS, Benton County Therapeutic Courts issued a Request for Qualifications (RFQ) on February 6, 2024 for substance use disorder treatment for the Benton County Mental Health Court, Veterans Therapeutic Court, and Recovery Court programs; and

WHEREAS, Benton County Therapeutic Courts received and evaluated proposals from four treatment agencies in accordance with the RFQ; and

WHEREAS, Benton County Therapeutic Courts has determined Lourdes Counseling Center to be best suited according to the criteria therein and possessing the skills, experience, licensing, resources, and other necessary capabilities to provide substance use disorder treatment to Therapeutic Courts participants; and

WHEREAS, Benton County Therapeutic Courts and Lourdes Counseling Center now wish to enter into a Professional Services Contract setting forth the services to be provided; **NOW THEREFORE**,

BE IT RESOLVED the Board of County Commissioners, Benton County, Washington hereby concurs with the recommendation and hereby awards the Professional Services Contract to Lourdes Counseling Center to provide substance use disorder treatment to Therapeutic Courts participants at no cost to Benton County; and

BE IT FURTHER RESOLVED, that the Chairman or Chairman Pro-Tem is authorized to sign the attached Professional Service Contract; and

BE IT FURTHER RESOLVED, the term of the attached Contract commences once signed by the Board of County Commissioners and expires on December 31, 2025.

DATED this_____day of_____, 2024.

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Commissioner

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____
Clerk of the Board

Orig: District Court Therapeutic Courts

Prepared by: R. Washburn

BENTON COUNTY
PROFESSIONAL SERVICES CONTRACT
TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between Benton County, a political subdivision of the state of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350, for the Benton County District Court Therapeutic Courts (hereinafter "Therapeutic Courts"), and Lourdes Counseling Center (hereinafter "Contractor").

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

PROGRAM GOALS AND DESCRIPTION OF SERVICES PROVIDED

1. Lourdes Counseling Center is designated as the secondary substance use disorder treatment provider for Benton County Therapeutic Courts.

2. Services provided to the Therapeutic Courts by Contractor will include providing substance use disorder treatment to participants in Therapeutic Courts. Treatment services will be in conjunction with ASAM criteria and Adult Treatment Court Best Practice Standards.

3. Contractor will conduct all substance use disorder treatment including initial assessments for level of care in treatment, clinical case management, relapse prevention, MRT and/or Seeking Safety, and continuing care plans.

4. Contractor will conduct in-person multi-dimensional substance use assessments on defendants referred to Therapeutic Courts and/or current participants who are incarcerated in Benton County Corrections as needed.

5. Contractor will provide clinical case management services for participants in Therapeutic Court programs and will collaborate with Therapeutic Court case managers. Contractor's case management services will not override those requirements of Therapeutic Court.

6. Contractor will collaborate with Therapeutic Court case managers regarding participants engaged in substance use disorder treatment and the Therapeutic Court program. Contractor will update participant progress notes in the Therapeutic Court case management system (DIMS) prior to weekly staffing.

7. Contractor will designate a clinical counselor to serve as a treatment representative and team member. Designated representatives will attend and participate in weekly staffing and court dockets as follows:
    a. Recovery Court Staffing—Monday 1:30pm-4:00pm
       Recovery Court Docket—Wednesday 1:30pm-4:00pm
    b. Veterans Therapeutic Court Staffing—Tuesday 8:30am-10:00am
       Veterans Therapeutic Court Docket—Tuesday 10:00am-11:30am
    c. Mental Health Court Staffing—Tuesday 1:30pm-4:00pm
       Mental Health Court Docket—Wednesday 9:00am-11:00am

8. Contractor will work collaboratively with Therapeutic Courts case managers during initial substance use disorder assessments to determine appropriate level of care for participants. Any treatment overrides will be discussed with the Therapeutic Courts team prior to final decisions being made by Contractor.

9. Contractor will facilitate scheduling of inpatient treatment as required for Therapeutic Courts participants.

10. Contractor will engage in care coordination with other service providers as necessary for Therapeutic Courts participants, including coordination of MAT services.

11. Contractor will verify self-help meetings as required for level of care in treatment and Therapeutic Courts programs.

12. Contractor will notify the appropriate Therapeutic Courts team of any noncompliance issues, i.e. missed treatment, missed UA, failure to provide self-help verification, etc.

13. Contractor will maintain its state certifications as well as professional liability insurance.

14. Contractor will not bill Benton County or Therapeutic Courts for any services provided to Therapeutic Courts participants.

GENERAL TERMS AND CONDITIONS

In consideration of the covenants, conditions, performances, and provisions hereinafter contained, the parties hereto agree as follows:

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

    A. "Contract" means this Benton County and the Contractor Professional Services Contract, and any Exhibits and other documents attached to or incorporated by reference.

    B. "CFR" means Code of Federal Regulations. All references in this Contract to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at https://www.govinfo.gov/help/crf.

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

    D. "General Terms and Conditions" means the contractual provisions contained within this Contract, which govern the contractual relationship between Benton County and the Contractor under this Contract.

    E. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances,

education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

F. "Principals" includes officials, officers, members of the Board of Directors, owner(s), or other person(s) with management or supervisory responsibilities relating to the transaction for Contractor.

G. "RCW" means the Revised Code of Washington. All references in the Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be found at http://apps.leg.wa.gov/rcw/.

H. "Subcontract" means a separate contract between the Contractor and an individual or entity ("Subrecipient") to perform all or a portion of the duties and obligation that the Contractor shall perform pursuant to this Contract.

I. "USCA" means United States Code Annotated. All references to USCA chapter or sections I this Contract shall include any successor, amended, or replacement statute. The USCA may be found at https://www.govinfo.gov/app/collection/uscode.

J. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be found at http://apps.leg.wa.gov/wac/.

2. **Amendments:** This Contract, or any term or condition, may only be modified in writing and signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.

   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 Therapeutic Courts.

3. **Duration of Contract:** The term of this Contract shall begin once signed by the Benton County Board of County Commissioners and shall expire on December 31, 2025.

4. **Assignment:** Except as otherwise provided herein, the Contractor shall not assign rights or obligations derived from this contract to a third party without the prior, written consent of Benton County and the written assumption of all of the Contractor's obligations in the Contract by the third party.

5. **Billing Limitations:** The Contractor will bill all required substance use disorder treatment at no charge to Benton County or Therapeutic Courts. The Contractor will bill participants' medical insurance or utilize CJTA funding or other funding sources available to the Contractor.

6. **Compliance with Applicable Law:** At all times during the term of this Contract, the Contractor and Benton County shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to non-discrimination laws and regulations.

7. **Confidentiality:** The parties shall use Personal Information and other confidential information gained by reason of this Contract only for the purpose of this Contract. Therapeutic Courts and the Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law, or, in the case of Personal Information, except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of the Contract and shall return or certify the destruction of such information if requested in writing by the party to this Contract that provided the information.

8. **Debarment Certification:** The Contractor, by signature to this Contract, certifies the Contractor, its Principals, and any Subrecipients are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above language notification requirement in any and all subcontracts into which it enters. The Contractor shall immediately notify Benton County and Therapeutic Courts if, during the term of this Contract, the Contractor, its Principles, or Subrecipients becomes debarred. Benton County may immediately terminate this Contract by providing the Contractor written notice if the Contractor becomes debarred during the term of this Contract.

9. **Termination:** The Parties may terminate this Contract in whole or in part whenever either party determines in its sole discretion that such termination is in the best interests of the Party. Either Party may terminate this Contract upon giving thirty (30) days written notice by certified mail to the other party. If the Contractor breaches any of its obligations hereunder, and fails to cure the breach within ten (10) business days of written notice to do so by the County, the County may immediately terminate this Contract by so notifying the Contractor.

10. **Disputes:** Disputes between the Contractor and Benton County arising under and by virtue of the Contract shall be brought to the attention of Benton 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 Benton County Therapeutic Court Coordinator or their designee. All rulings, orders, instructions, and decisions of the Benton County Contract Representative or designee shall be final and conclusive, subject to the Contractor's right to seek judicial relief.

11. **Non-Waiver of Rights:** The parties agree that the excuse of 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 waving 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. **Documentation for Reimbursement Requests:** At the Contractor's first request for reimbursement, Benton County will require detailed back-up documentation for all expenditures. On subsequent invoices, the monthly activity report and a printout from the Contractor's accounting system listing the expenditures charged against the Contract will be acceptable. All back-up documentation must be available to Benton County and all other auditors upon request. Reimbursement of expenditure for staff time spent on more than one source will require timesheets reflecting hours charged to the Contract.

13. **Governing Law, Venue, and Jurisdiction:** This Contract shall be governed by the laws of the state of Washington. Any action, suit, or judicial proceeding for the enforcement of this Contract shall be brought in Benton County Superior Court for the state of Washington. The Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract.

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

    The parties agree that, for the purposes of this Contract, the Contractor is an independent contractor and neither the Contractor nor any employee of the Contractor is an employee of Benton County. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that Benton County provide their employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law.

15. **Indemnification, Defense, and Hold Harmless:** To the fullest extent permitted by law, including RCW 4.24.115, the Contractor shall indemnify, defend, and hold harmless Benton County and their respective officers, employees, agents, and volunteers from all claims, suits, or actions brought for injuries to, or death of any persons, or damages arising from or relating to the Contractor's performance of this Contract or in consequence of any negligence or breach of contract related to the Contractor's performance of this Contract caused in whole or in part by any act or omission by the Contractor or the agents or employees of the Contractor related to performance of this Contract. 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.

16. **Contractor's Waiver of Employer's Immunity under Title 51 RCW:** Contractor intends that its obligations to indemnify, defend, and hold harmless as set forth above in sections 13 and 14 shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, the Contractor specifically assumes all potential liability for actions brought by employees of the Contractor against Benton County, their officers, employees, agents, and volunteers, and solely for the purpose of enforcing the Contract's obligations to indemnify, defend, and hold harmless set forth above in sections 13 and 14; and the Contractor specifically waives any immunity granted under the state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The Contractor shall similarly require that any subcontractor it retains in connection with its performance of this Contract shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor. The Contractor's obligations under sections 13, 14, and 15 shall survive termination and expiration of this Contract.

17. **Insurance:**

A. Benton County certifies it is insured as a member of the Washington Counties Risk Pool and is otherwise self-insured and can pay for losses for which it is found liable.

B. The Contractor shall, with insurance carriers with a Best Rating of A-VII or better, maintain occurrence-based comprehensive general liability insurance and automobile liability insurance with minimum limits of $1,000,000 per occurrence and $3,000,000 general aggregate, as well as Workers Compensation Contingent Employers Liability with minimum limits of $1,000,000 each accident or disease for each employee. Such insurance shall provide that Benton County, their officers, employees, agents, and volunteers are Primary Additional Insureds under such insurance. The coverage provided under such insurance for such Primary Additional Insureds shall be primary and not contributory to any other coverage that may be available to such Primary Additional Insureds. Prior to commencement of any work under this Agreement, the Contractor shall provide proof of such insurance, and if requested, any policy pertaining to insurance required under this Agreement.

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

18. **Nondiscrimination:** The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or belief, or the presence of any sensory, mental, or physical handicap in violation of the Washington State Law Against Discrimination (RCW

Chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et seq.). In the event the Contractor violates this provision, Benton County may terminate this Contract immediately and bar the Contractor from performing any services for Benton County in the future.

19. **Order of Precedence:** In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order, to:

    A. Applicable federal and state of Washington statutes and regulations;
    B. Special Terms and Conditions of this Contract;
    C. This Contract.

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

21. **Severability:** The provisions of this Contract are severable. If any court holds any provision of this Contract, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions of this Contract.

22. **Notices:** Any demand, request, or notice which either party desires or may be required to make or deliver to the other shall be in writing and shall be deemed delivered when personally delivered or when delivered by private courier service (such as Federal Express), or three days after being deposited in the United States mail, in registered or certified format, return receipt requested, addressed as follows:

Contractor: Mark Holyoak, CEO
Lourdes Health
520 N. 4th Ave.
Pasco, WA 99301

Therapeutic Court: Ryan Washburn, Therapeutic Court Coordinator
Benton County District Court
7122 W. Okanogan Place, Suite A110
Kennewick, WA 99336

****

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective once signed by the Board of County Commissioners for Benton County.

The parties specifically certify that the provisions contained within this Contract are mutually negotiated.

LOURDES HEALTH	**BENTON COUNTY DISTRICT COURT**
Mark Holyoak 05/02/2024	RW MSW 05/01/2024
Mark Holyoak DATE	Ryan Washburn DATE
CEO Lourdes Health	Therapeutic Court Coordinator

BENTON COUNTY APPROVAL

Approved as to Form:

Jeffrey Aultman 04/30/2024

Jeffery Aultman DATE

Deputy Prosecuting Attorney

By: _____

Name: _____

Title: Chairman, Board of Commissioners

Date: _____

Attest:

Clerk of the Board: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 14, 2024
Subject:	Professional Service Contract with Valley Alcohol Council d/b/a Merit Resource Services
Presenter:	
Prepared By:	Ryan Washburn, Therapeutic Court Coordinator
Reviewed By:	Amanda Watts, District Court Administrator

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

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

Summary / Background Information

Benton County Therapeutic Courts issued an RFQ on February 6, 2024, to provide substance use disorder treatment for the Benton County Mental Health Court, Veterans Therapeutic Court, and Recovery Court programs. Therapeutic Courts determined Merit Resource Services is best suited according to our required criteria, and possess the desired skills, experience, licensing, and resources.

Benton County Therapeutic Courts and Merit Resource Services now wish to enter into a Professional Services Contract setting forth the services to be provided.

Fiscal Impact

Services will be provided at no cost to Benton County.

Recommendation

Recommend Board of County Commissioners approve the resolution and execute the Professional Services Contract with Merit Resource Services to provide substance use disorder treatment to Therapeutic Courts participants.

Suggested Motion

Approve as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AWARDING VALLEY ALCOHOL COUNCIL d/b/a MERIT RESOURCE SERVICES A PROFESSIONAL SERVICES CONTRACT TO PROVIDE SUBSTANCE USE DISORDER TREATMENT

WHEREAS, Benton County Therapeutic Courts issued a Request for Qualifications (RFQ) on February 6, 2024 for substance use disorder treatment for the Benton County Mental Health Court, Veterans Therapeutic Court, and Recovery Court programs; and

WHEREAS, Benton County Therapeutic Courts received and evaluated proposals from four treatment agencies in accordance with the RFQ; and

WHEREAS, Benton County Therapeutic Courts has determined Valley Alcohol Council d/b/a Merit Resource Services to be best suited according to the criteria therein and possessing the skills, experience, licensing, resources, and other necessary capabilities to provide substance use disorder treatment to Therapeutic Courts participants; and

WHEREAS, Benton County Therapeutic Courts and Merit Resource Services now wish to enter into a Professional Services Contract setting forth the services to be provided; **NOW THEREFORE**,

BE IT RESOLVED the Board of County Commissioners, Benton County, Washington hereby concurs with the recommendation and hereby awards the Professional Services Contract to Merit Resource Services to provide substance use disorder treatment to Therapeutic Courts participants at no cost to Benton County; and

BE IT FURTHER RESOLVED, that the Chairman or Chairman Pro-Tem is authorized to sign the attached Professional Service Contract; and

BE IT FURTHER RESOLVED, the term of the attached Contract commences once signed by the Board of County Commissioners and expires on December 31, 2025.

DATED this_____day of_____, 2024.

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Commissioner

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____
Clerk of the Board

Orig: District Court Therapeutic Courts

Prepared by: R. Washburn

BENTON COUNTY
PROFESSIONAL SERVICES CONTRACT
TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between Benton County, a political subdivision of the state of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350, for the Benton County District Court Therapeutic Courts (hereinafter "Therapeutic Courts"), and Valley Alcohol Council d/b/a Merit Resource Services (hereinafter "Contractor").

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

PROGRAM GOALS AND DESCRIPTION OF SERVICES PROVIDED

1. Valley Alcohol Council d/b/a Merit Resource Services is designated as the primary substance use disorder treatment provider for Benton County Therapeutic Courts.

2. Services provided to the Therapeutic Courts by Contractor will include providing substance use disorder treatment to participants in Therapeutic Courts. Treatment services will be in conjunction with ASAM criteria and Adult Treatment Court Best Practice Standards.

3. Contractor will conduct all substance use disorder treatment including initial assessments for level of care in treatment, clinical case management, relapse prevention, MRT and/or Seeking Safety, and continuing care plans.

4. Contractor will conduct in-person multi-dimensional substance use assessments on defendants referred to Therapeutic Courts and/or current participants who are incarcerated in Benton County Corrections as needed.

5. Contractor will provide clinical case management services for participants in Therapeutic Court programs and will collaborate with Therapeutic Court case managers. Contractor's case management services will not override those requirements of Therapeutic Court.

6. Contractor will collaborate with Therapeutic Court case managers regarding participants engaged in substance use disorder treatment and the Therapeutic Court program. Contractor will update participant progress notes in the Therapeutic Court case management system (DIMS) prior to weekly staffing.

7. Contractor will designate a clinical counselor to serve as a treatment representative and team member. Designated representatives will attend and participate in weekly staffing and court dockets as follows:
    a. Recovery Court Staffing—Monday 1:30pm-4:00pm
       Recovery Court Docket—Wednesday 1:30pm-4:00pm
    b. Veterans Therapeutic Court Staffing—Tuesday 8:30am-10:00am
       Veterans Therapeutic Court Docket—Tuesday 10:00am-11:30am
    c. Mental Health Court Staffing—Tuesday 1:30pm-4:00pm
       Mental Health Court Docket—Wednesday 9:00am-11:00am

8. Contractor will work collaboratively with Therapeutic Courts case managers during initial substance use disorder assessments to determine appropriate level of care for participants. Any treatment overrides will be discussed with the Therapeutic Courts team prior to final decisions being made by Contractor.

9. Contractor will facilitate scheduling of inpatient treatment as required for Therapeutic Courts participants.

10. Contractor will engage in care coordination with other service providers as necessary for Therapeutic Courts participants, including coordination of MAT services.

11. Contractor will verify self-help meetings as required for level of care in treatment and Therapeutic Courts programs.

12. Contractor will notify the appropriate Therapeutic Courts team of any noncompliance issues, i.e. missed treatment, missed UA, failure to provide self-help verification, etc.

13. Contractor will maintain its state certifications as well as professional liability insurance.

14. Contractor will not bill Benton County or Therapeutic Courts, for any services provided to Therapeutic Courts participants.

GENERAL TERMS AND CONDITIONS

In consideration of the covenants, conditions, performances, and provisions hereinafter contained, the parties hereto agree as follows:

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

    A. "Contract" means this Benton County and the Contractor Professional Services Contract, and any Exhibits and other documents attached to or incorporated by reference.

    B. "CFR" means Code of Federal Regulations. All references in this Contract to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at https://www.govinfo.gov/help/crf.

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

    D. "General Terms and Conditions" means the contractual provisions contained within this Contract, which govern the contractual relationship between Benton County and the Contractor under this Contract.

    E. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances,

education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

F. "Principals" includes officials, officers, members of the Board of Directors, owner(s), or other person(s) with management or supervisory responsibilities relating to the transaction for Contractor.

G. "RCW" means the Revised Code of Washington. All references in the Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be found at http://apps.leg.wa.gov/rcw/.

H. "Subcontract" means a separate contract between the Contractor and an individual or entity ("Subrecipient") to perform all or a portion of the duties and obligation that the Contractor shall perform pursuant to this Contract.

I. "USCA" means United States Code Annotated. All references to USCA chapter or sections I this Contract shall include any successor, amended, or replacement statute. The USCA may be found at https://www.govinfo.gov/app/collection/uscode.

J. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be found at http://apps.leg.wa.gov/wac/.

2. **Amendments:** This Contract, or any term or condition, may only be modified in writing and signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.

   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 Therapeutic Courts.

3. **Duration of Contract:** The term of this Contract shall begin once signed by the Benton County Board of County Commissioners and shall expire on December 31, 2025.

4. **Assignment:** Except as otherwise provided herein, the Contractor shall not assign rights or obligations derived from this contract to a third party without the prior, written consent of Benton County and the written assumption of all of the Contractor's obligations in the Contract by the third party.

5. **Billing Limitations:** The Contractor will bill all required substance use disorder treatment at no charge to Benton County or Therapeutic Courts. The Contractor will bill participants' medical insurance or utilize CJTA funding or other funding sources available to the Contractor.

6. **Compliance with Applicable Law:** At all times during the term of this Contract, the Contractor and Benton County shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to non-discrimination laws and regulations.

7. **Confidentiality:** The parties shall use Personal Information and other confidential information gained by reason of this Contract only for the purpose of this Contract. Therapeutic Courts and the Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law, or, in the case of Personal Information, except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of the Contract and shall return or certify the destruction of such information if requested in writing by the party to this Contract that provided the information.

8. **Debarment Certification:** The Contractor, by signature to this Contract, certifies the Contractor, its Principals, and any Subrecipients are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above language notification requirement in any and all subcontracts into which it enters. The Contractor shall immediately notify Benton County and Therapeutic Courts if, during the term of this Contract, the Contractor, its Principles, or Subrecipients becomes debarred. Benton County may immediately terminate this Contract by providing the Contractor written notice if the Contractor becomes debarred during the term of this Contract.

9. **Termination:** The Parties may terminate this Contract in whole or in part whenever either party determines in its sole discretion that such termination is in the best interests of the Party. Either Party may terminate this Contract upon giving thirty (30) days written notice by certified mail to the other party. If the Contractor breaches any of its obligations hereunder, and fails to cure the breach within ten (10) business days of written notice to do so by the County, the County may immediately terminate this Contract by so notifying the Contractor.

10. **Disputes:** Disputes between the Contractor and Benton County arising under and by virtue of the Contract shall be brought to the attention of Benton 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 Benton County Therapeutic Court Coordinator or their designee. All rulings, orders, instructions, and decisions of the Benton County Contract Representative or designee shall be final and conclusive, subject to the Contractor's right to seek judicial relief.

11. **Non-Waiver of Rights:** The parties agree that the excuse of 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 waving 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. **Documentation for Reimbursement Requests:** At the Contractor's first request for reimbursement, Benton County will require detailed back-up documentation for all expenditures. On subsequent invoices, the monthly activity report and a printout from the Contractor's accounting system listing the expenditures charged against the Contract will be acceptable. All back-up documentation must be available to Benton County and all other auditors upon request. Reimbursement of expenditure for staff time spent on more than one source will require timesheets reflecting hours charged to the Contract.

13. **Governing Law, Venue, and Jurisdiction:** This Contract shall be governed by the laws of the state of Washington. Any action, suit, or judicial proceeding for the enforcement of this Contract shall be brought in Benton County Superior Court for the state of Washington. The Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract.

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

    The parties agree that, for the purposes of this Contract, the Contractor is an independent contractor and neither the Contractor nor any employee of the Contractor is an employee of Benton County. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that Benton County provide their employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law.

15. **Indemnification, Defense, and Hold Harmless:** To the fullest extent permitted by law, including RCW 4.24.115, the Contractor shall indemnify, defend, and hold harmless Benton County and their respective officers, employees, agents, and volunteers from all claims, suits, or actions brought for injuries to, or death of any persons, or damages arising from or relating to the Contractor's performance of this Contract or in consequence of any negligence or breach of contract related to the Contractor's performance of this Contract caused in whole or in part by any act or omission by the Contractor or the agents or employees of the Contractor related to performance of this Contract. 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.

16. **Contractor's Waiver of Employer's Immunity under Title 51 RCW:** Contractor intends that its obligations to indemnify, defend, and hold harmless as set forth above in sections 13 and 14 shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, the Contractor specifically assumes all potential liability for actions brought by employees of the Contractor against Benton County, their officers, employees, agents, and volunteers, and solely for the purpose of enforcing the Contract's obligations to indemnify, defend, and hold harmless set forth above in sections 13 and 14; and the Contractor specifically waives any immunity granted under the state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The Contractor shall similarly require that any subcontractor it retains in connection with its performance of this Contract shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor. The Contractor's obligations under sections 13, 14, and 15 shall survive termination and expiration of this Contract.

17. **Insurance:**

    A. Benton County certifies it is insured as a member of the Washington Counties Risk Pool and is otherwise self-insured and can pay for losses for which it is found liable.

    B. The Contractor shall, with insurance carriers with a Best Rating of A-VII or better, maintain occurrence-based comprehensive general liability insurance and automobile liability insurance with minimum limits of $1,000,000 per occurrence and $3,000,000 general aggregate, as well as Workers Compensation Contingent Employers Liability with minimum limits of $1,000,000 each accident or disease for each employee. Such insurance shall provide that Benton County, their officers, employees, agents, and volunteers are Primary Additional Insureds under such insurance. The coverage provided under such insurance for such Primary Additional Insureds shall be primary and not contributory to any other coverage that may be available to such Primary Additional Insureds. Prior to commencement of any work under this Agreement, the Contractor shall provide proof of such insurance, and if requested, any policy pertaining to insurance required under this Agreement.

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

18. **Nondiscrimination:** The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or belief, or the presence of any sensory, mental, or physical handicap in violation of the Washington State Law Against Discrimination (RCW Chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et seq.). In the event the

Contractor violates this provision, Benton County may terminate this Contract immediately and bar the Contractor from performing any services for Benton County in the future.

19. **Order of Precedence:** In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order, to:

    A. Applicable federal and state of Washington statutes and regulations;
    B. Special Terms and Conditions of this Contract;
    C. This Contract.

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

21. **Severability:** The provisions of this Contract are severable. If any court holds any provision of this Contract, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions of this Contract.

22. **Notices:** Any demand, request, or notice which either party desires or may be required to make or deliver to the other shall be in writing and shall be deemed delivered when personally delivered or when delivered by private courier service (such as Federal Express), or three days after being deposited in the United States mail, in registered or certified format, return receipt requested, addressed as follows:

Contractor: Shereen Hunt, Executive Director
Merit Resource Services
PO Box 997
Sunnyside, WA 98944

Therapeutic Court: Ryan Washburn, Therapeutic Court Coordinator
Benton County District Court
7122 W. Okanogan Place, Suite A110
Kennewick, WA 99336

****

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective once signed by the Board of County Commissioners for Benton County.

The parties specifically certify that the provisions contained within this Contract are mutually negotiated.

MERIT RESOURCE SERVICES	**BENTON COUNTY DISTRICT COURT**
Shereen Hunt 05/02/2024	MSW 05/01/2024
Shereen Hunt DATE	Ryan Washburn DATE
Executive Director	Therapeutic Court Coordinator

BENTON COUNTY APPROVAL

Approved as to Form:

Jeffrey Aultman 04/30/2024

Jeffery Aultman DATE

Deputy Prosecuting Attorney

By: _____

Name: _____

Title: Chairman, Board of Commissioners

Date: _____

Attest:

Clerk of the Board: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 14, 2024
Subject:	Approving a 1-Year CivicClerk Agenda & Meeting Management, and Live Meeting Manager Annual Software as a Service (SaaS) Fees and Approving a CivicPlus Custom IdP Integration Package Implementation and Annual Fees for the Benton County Commissioners' Office Amending Resolution 2023-874
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Procurement Department, Nicole Perrault

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 December 19, 2023, the Board of Benton County Commissioners approved Resolution 2023-874 authorizing the purchase of CivicClerk Agenda & Meeting Management, and Live Meeting Manager Annual Software. During implementation, Clerks of the Board and Information Technology staff found that CivicClerk can integrate with the County's Active Directory (AD) improving security and user management. The Information Technology Manager has reviewed CivicPlus's Custom IdP Integration quote and recommends the purchase.

Fiscal Impact

Amount: **$3,309.35 excluding Washington State Sales Tax (WSST). Next year's annual CivicClerk costs will increase from an estimated $17,602.50 to $19,222.66 ($1,620.16) per year without WSST.**

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

Recommendation

Information Technology recommends that the Board approve a 1- Year CivicPlus Custom IdP Integration Package Implementation and Annual Fees for the Benton County Commissioners' Office amending Resolution 2023-874.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A 1-YEAR CIVICCLERK AGENDA AND MEETING MANAGEMENT, AND LIVE MEETING MANAGER ANNUAL SOFTWARE AS A SERVICE (SAAS) FEES AND APPROVING A CIVICPLUS CUSTOM IDP INTEGRATION PACKAGE IMPLEMENTATION AND ANNUAL FEES FOR THE BENTON COUNTY COMMISSIONERS' OFFICE AMENDING RESOLUTION 2023-874

WHEREAS, on December 19, 2023, per Resolution 2023-874, the Board approved a 1-year CiviClerk Agenda and Meeting Management, and Live Meeting Manager annual software as a service (SAAS) fees to improve internal agenda packet processes; and

WHEREAS, during implementation, the Clerks of the Board and Information Technology found that CivicClerk can integrate with the County's Microsoft Active Directory improving security and user management; and

WHEREAS, the Information Technology Manager has reviewed CivicPlus's Custom IdP Integration quote and recommends the purchase; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the Information Technology Manager's recommendation and approves a CivicPlus Custom IdP Integration Package Implementation and Annual Fees for the Benton County Commissioners' Office in an amount not to exceed $3,309.35 excluding Washington State Sales Tax; and

BE IT FURTHER RESOLVED, Resolution 2023-874 is hereby amended.

Dated this 14th day of May, 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: Auditor R.Heard
cc: IT, Commissioners

Pricing Proposal
Quotation #: 24606181
Created On: 3/12/2024
Valid Until: 4/16/2024

WA-County of Benton

Robert Heard
620 Market St
PO Box 608
Prosser, WA 99350
United States
Phone:
Fax:
Email: Robert.Heard@co.benton.wa.us

Inside Account Manager

Chase Van Dusen
290 Davidson Ave
Somerset, NJ 08873
Phone: 800-527-6389 EXT 555-XXXXX
Fax:
Email: chase_vandusen@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Custom IdP Integration Implementation Fee CivicPlus - Part#: NPN-CIVIC-INIMP-A Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 14922 **Note:** one time	1	$1,689.19	$1,689.19
2	Custom IdP Integration Package CivicPlus - Part#: NPN-CIVIC-INTPA-A Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 14922 **Note:** Recurring Service(s)	1	$0.00	$0.00
3	Custom IdP Integration Annual Fee CivicPlus - Part#: NPN-CIVIC-INTAF-A Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 14922 **Note:** Recurring Service(s)	1	$1,620.16	$1,620.16

Subtotal	$3,309.35
*Tax	$287.91
Total	$3,597.26

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract

Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 14, 2024
Subject:	Approving the Purchase of Five Latitude 5430 Rugged Laptops or Comparable Models, Docks, and 27-inch Monitors from Dell Inc. for the Benton County Canine Shelter Department
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Procurement Department, Josh Castilleja, 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

On April 9, 2024, the Board authorized the creation of a Canine Control Manager and transfer of funds to budget additional Canine Control positions, benefits, supplies, and services & vehicles. The Information Technology Department (IT) met with the Community Development Director and Canine Control Supervisor to discuss technology needed to outfit these new positions. IT recommended that each Canine Control employee be outfitted with their own laptops, docks, and monitors that would allow Canine staff to work remotely, in their office and vehicle(s).

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. Laptops, docks, and monitors will be purchased from Dell Inc., an authorized vendor under Washington State Master Contract Number 05820, NASPO ValuePoint Master Agreement Number 23026.

Fiscal Impact

Amount: **$23,792.38 excluding Washington State Sales Tax (WSST) from Dell Inc.**

Fund: **Board approved Benton County Canine Shelter/Animal Control and Central Services Replacement 2023-2024 budgeted funds.**

Recommendation

IT recommends that the Board approve the purchase of five Latitude Rugged laptops or comparable models, five docks, and ten 27-inch monitors in an amount not to exceed $23,792.38 excluding WSST from Dell Inc. All equipment purchased will be added to Central Services Replacement Fund (1320).

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF FIVE LATITUDE 5430 RUGGED LAPTOPS OR COMPARABLE MODELS, DOCKS, AND 27-INCH MONITORS FROM DELL INC. FOR THE BENTON COUNTY CANINE SHELTER DEPARTMENT

WHEREAS, on April 9, 2024, the Board of Benton County Commissioners authorized the creation of a Canine Control Manager position and transfer of funds to budget additional Canine Control positions, benefits, supplies, services, and vehicles; and

WHEREAS, the Information Technology Department (IT) met with the Community Development Director and Canine Control Supervisor to review technology needs for these new positions and responsibilities; and

WHEREAS, IT recommends purchasing ruggedized laptops, docks, and monitors for all Canine Control staff that would allow computer use while working in the office, remotely, or in their vehicle(s); and

WHEREAS, Dell is an authorized vendor under Washington State Master Contract Number 05820, NASPO ValuePoint Master Agreement Number 23026; and

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

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby approves the purchase of five Latitude 5430 rugged laptops or comparable models, docks, and 27-inch monitors from Dell Inc. in an amount not to exceed $23,792.38 excluding Washington State Sales Tax (WSST); and

BE IT FURTHER RESOLVED, newly purchased laptops, docks, and monitors will be enrolled into Central Services Replacement Fund (1320).

Dated this 14th day of May, 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: Auditor
cc: IT, Canine Shelter

R.Heard

DELL eQuote

Savings	$10,634.85
Subtotal (15)	**$19,816.30**
Estimated Shipping	$0.00
Estimated Tax	$1,724.03
Total	**$21,540.33**

Details

Canine Shelter Rugged Laptops, and Docks (5)
Quote number # 3000175351431

Created May 3, 2024
Expires June 2, 2024
Created by
robert.heard@co.benton.wa.us
Authorized buyer Felicitas Moreno

Billing

Order contact
Robert Heard Benton County IT
Contract Code: C000001119005
Customer agreement number: 23026 / 05820
Phone number: (509) 786-5603
Additional::
robert.heard@co.benton.wa.us

Tax exemption
I am not tax exempt

Shipping

Shipping information
Information Technology Dept
Benton County
7122 W Okanogan Pl, Kennewick, WA, 99336-2359
Phone number: (509) 786-5603
Additional::
CENTRAL.SERVICES@CO.BENTON.WA.US

Delivery method
FREE Standard Delivery

Trade compliance
No, I will not be exporting

Payment method

Items	Quantity	Unit Price	Item total

Bundle: Latitude 5430 Rugged - Build Your Own

Latitude 5430 Rugged - Build Your Own	5	$5,534.00	$27,670.00

Discounted unit price: $3,583.15
Contract Code: C000001119005
Estimated Delivery
FREE Standard Delivery to 99336-2359 by Tuesday, May 28, 2024

Catalog Number: 84 / xctolr5430usr

Category	Description	Code	SKU	ID
Base	Latitude 5430 Rgd, XCTO	G3VZ8JS	[210-BCFW]	1
Processor	11th Gen Intel® Core™ i7-1185G7, vPro® (12 MB cache, 4 cores, 8 threads, 3.00 GHz to 4.30 GHz Turbo)	G2NRMBT	[379-BERR]	146
Operating System	Windows 11 Pro, English, French, Spanish	G0Y1P9E	[619-AQLP]	11
Office Productivity Software	No Microsoft Office License Included - 30 day Trial Offer Only	GC7OFJV	[658-BCSB]	1002
Base Options	Intel® Core™ vPro i7-1185G7 with NVIDIA T500 Graphics	GEWMP2V	[338-CCRH]	149
Systems Management	Intel vPro Technology Advanced Management Features	G5MIEU6	[631-ADEE]	49
Memory	32 GB: 2 x 16 GB, DDR4, 3200 MT/s	GVNK5OQ	[370-AGTG]	3
Storage	512 GB, M.2, PCIe NVMe, SSD, Class 35	G8U1XW2	[400-BMRW]	8
Display	14", FHD 1920x1080, 60Hz, WVA, Non-Touch, Anti-Glare, 400 nit, 100% sRGB	GRB2ONC	[391-BGGF]	760
Keyboard	English US RGB Backlit Sealed Internal keyboard	GS4ADVL	[583-BILF]	4
Mouse	No Mouse	G8043UZ	[570-AADK]	12
Driver	Intel AX210 WLAN Driver	G5MSY4Q	[555-BHCC]	7
Wireless	Intel® AX210, 2x2, 802.11ax, Bluetooth® wireless card	GI3D0B5	[555-BHCH]	19

Category	Description	Code	SKU	ID
Mobile Broadband	5G - Qualcomm® Snapdragon™ X55 Global 5G (DW5930e), eSIM, Verizon, no NMEA GPS port	GXEJ4IL	[556-BDVG]	114
Primary Battery	3 Cell, 53.5 Wh, ExpressCharge™ Capable	GUASJ5V	[389-ECGC] [451-BCWC]	112
Power Supply	90W 461G Type-C EPEAT Adapter	GJ91YE8	[492-BDEL]	1015
PalmRest	No Fingerprint, no Smartcard reader	G3X4W9J	[346-BHQK]	55
Security Software and PC Protection	No anti-virus software	GD4K19S	[650-AAAM]	1014
Operating System Recovery Options	OS-Windows Media Not Included	GLA9OQ1	[620-AALW]	200013
Cable	Power Cord 1M US	GPGC259	[450-AAEJ]	20
Placemat	Setup and Features Guide	GLPMFC4	[340-CXCE]	60
Carrying Cases	No Carrying Case	G3WKGOY	[460-BBEX]	118
Second Battery	Dummy Airbay Cover	G81Z6SD	[325-BEIV]	113
Resource Media	No Resource USB Media	G5KFAU6	[430-XXYG]	50
Documentation/Disks	Safety/Environment and Regulatory Guide (English/French Multi-language)	G7RB0GY	[340-AGIK]	21
ENERGY STAR	ENERGY STAR Qualified	GFSJ2Q8	[387-BBPC]	122
FGA Module	No FGA	NOFGA	[817-BBBB]	572
Non-Microsoft Application Software	Dell Applications for Windows 11	GYK5F90	[658-BFIP]	1003
Packaging	Mix Ship, Notebook, 5430 Rugged	GTC3KQ1	[340-CYJC]	465
Processor Branding	11th Gen Intel Core i7 vPro label	GBWI45S	[340-CTSW]	749
Transportation	Standard Shipment (VS)	G1IR983	[800-BBQK]	200080
Support Tech Sheet and Powercord	No UPC Label	G8WGTYN	[389-BCGW]	292
EPEAT 2018	EPEAT 2018 Registered (Silver)	GTZOE2H	[379-BDTO]	200331
Camera	Microphone + RGB HD camera; Non-touch; WLAN/WWAN antennae; Pogo vehicle docking and RF passthrough	G6I13G4	[319-BBHS]	379
GPS	No Option Included	GKGSY4C	[340-ACQQ]	1409
Windows AutoPilot	No AutoPilot	GYEO2AP	[340-CKSZ]	291
Rear Expansion Port	Additional USB-A rear port	GIZW7X1	[590-TFHR]	698
Right Side Expansion Port	Additional TBT/Type-C port	G7TBO9C	[325-BEJZ]	289
Handle	Rigid handle	G5GV1OW	[750-ADPK]	200503
Hardware Support Services	4Y ProSupport Plus with ProSupport and AD and KYHD and Service Account Mgr	PPN4	[808-6795] [808-6797] [808-6805] [808-6819] [808-6822] [808-6843] [975-3461] [997-8367]	29
Extended Service	2 Years Extended Battery Service for Years 2 and 3 of System Life	EXTBAT2	[988-5542]	30
Premier discount				-$9,754.25

Grouped with your Latitude 5430 Rugged - Build Your Own

5 $449.99 $2,249.95

Dell Performance Dock- WD19DCS

Discounted unit price: $301.49

Estimated Delivery
FREE Standard Delivery to 99336-2359 by
Thursday, May 9, 2024

Catalog Number: 84 / wd19dcssap

Category	Description	Code	SKU	ID
Base	Dell Performance Dock- WD19DCS 210w Power Delivery	GE2AR1F	[210-AZBN]	1
Hardware Support Services	3Y Basic Hardware Service with Advanced Exchange after remote diagnosis	GBCO196	[824-3984] [824-3993]	29

Premier discount -$742.50

Dell Premier Multi-device Wireless Keyboard and Mouse - KM7321W

5 $106.24 $531.20

Discounted unit price: $78.62
Manufacturer Part# : D2GPX
Dell Part# : 580-AJIX

Estimated Delivery
FREE Standard Delivery to 99336-2359 by
Wednesday, May 8, 2024

Catalog Number: 84 / 580-AJIX

Category	Description	Code	SKU	ID
Dell Premier Multi-Device Wireless Keyboard and Mouse - KM7321W			[580-AJIX]	

Premier discount -$138.10

Bundle Total: $19,816.30

Savings: $10,634.85

Subtotal (15): $19,816.30

Savings	$10,634.85
Subtotal (15)	**$19,816.30**
Estimated Shipping	$0.00
Estimated Tax	$1,724.03
Total	**$21,540.33**

Legal & Regulatory Terms of Sale Privacy Statement Do Not Sell or Share My Personal Information Accessibility

Anti-Slavery & Human Trafficking

Ultrabook, Celeron, Celeron Inside, Core Inside, Intel, Intel Logo, Intel Atom, Intel Atom Inside, Intel Core, Intel Inside, Intel Inside Logo, Intel vPro, Itanium, Itanium Inside, Pentium, Pentium Inside, vPro Inside, Xeon, Xeon Phi, Xeon Inside, and Intel Optane are trademarks of Intel Corporation or its subsidiaries in the U.S. and/or other countries.

Same day shipment subject to order size limitations, Dell standard shipping methods and payment via credit card, gift card or Dell Business Credit.^ Notification will be provided if there are payment delays which could impact shipping date. Electronics and accessories may ship separately.

Smart Selection. Limited quantities. Only available for orders placed by 5:59 p.m. CT Mon.–Thurs. Systems shipped the next business day after an order is placed. Subject to order approval. Software and accessories not part of the configuration will be shipped separately and may arrive after your system. Please note that Smart Selection Configuration pricing cannot be combined with other pricing offers or discounts provided or agreed to by Dell. Orders with Custom Factory Integration might require additional processing time.

Onsite Service After Remote Diagnosis and Other Important Information: *On-site Service or Advanced Exchange Service after remote diagnosis: (a) On-site Service after remote diagnosis is determined by the online or phone technician, and may involve customer access to the inside of the system and multiple extended sessions. If the issue is covered by the Limited Hardware Warranty and cannot be resolved remotely, the technician and/or replacement part will be dispatched, usually in 1 or 2 business days, following the completion of the remote diagnosis. The customer must return the original hardware to Dell according to the rules specified. On-site service is provided by Dell Marketing L.P; Availability varies. Other conditions apply. (b) Advanced Exchange Service replaces hardware after remote diagnosis. The customer must return the original hardware to Dell according to the rules specified. Advanced Exchange Service is subject to country availability. (c) For complete details about On-site Service or Advanced Exchange Service, see dell.com/servicecontracts

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

****Payment solutions provided and serviced by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") for qualified customers. Offers may not be available or may vary in certain countries. Where available offers may be changed without notice and are subject to product availability, applicable law, credit approval, documentation provided by and acceptable to DFS and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell Technologies and the Dell Technologies logo are trademarks of Dell Inc. Restrictions and additional requirements may apply to transactions with governmental or public entities.

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DELL eQuote

Savings	$1,115.60
Subtotal (10)	**$2,071.80**
Estimated Shipping	$0.00
Estimated Tax	$180.25
Total	**$2,252.05**

Details

10 - 27 inch Monitors for Canine Control/Canine Shelter
Quote number # 3000175341182

Created May 2, 2024
Expires June 1, 2024
Created by
robert.heard@co.benton.wa.us
Authorized buyer Felicitas Moreno

Billing

Order contact
Robert Heard Benton County IT
Contract Code: C000001119005
Customer agreement number: 23026 / 05820
Phone number: (509) 786-5603
Additional::
robert.heard@co.benton.wa.us

Tax exemption
I am not tax exempt

Shipping

Shipping information
Information Technology Dept
Benton County
7122 W Okanogan Pl, Kennewick, WA, 99336-2359
Phone number: (509) 786-5603
Additional::
CENTRAL.SERVICES@CO.BENTON.WA.US

Delivery method
FREE Standard Delivery

Trade compliance
No, I will not be exporting

Payment method

Items	Quantity	Unit Price	Item total
Dell 27 Monitor - P2725H Discounted unit price: $207.18 Contract Code: C000001119005 **Estimated Delivery** FREE Standard Delivery to 99336-2359 by Thursday, May 9, 2024 **Catalog Number**: 84 / p2725hsap	10	$318.74	$3,187.40

Category	Description	Code	SKU	ID
Dell 27 Monitor - P2725H	Dell 27 Monitor - P2725H	GO9RG5E	[210-BMFJ]	1
Hardware Support Services	3Y Basic Hardware Service with Advanced Exchange after remote diagnosis	G2V0K68	[814-5380] [814-5381]	29

Premier discount -$1,115.60

Item total: $2,071.80

Savings: $1,115.60

Subtotal (10): $2,071.80

Savings	$1,115.60
Subtotal (10)	**$2,071.80**
Estimated Shipping	$0.00
Estimated Tax	$180.25
Total	**$2,252.05**

Account Account
Your Profile
Dell Contacts
Address Book
Your Products Your Products
Quotes
Sales Quotes
Systems
Peripherals

Ultrabook, Celeron, Celeron Inside, Core Inside, Intel, Intel Logo, Intel Atom, Intel Atom Inside, Intel Core, Intel Inside, Intel Inside Logo, Intel vPro, Itanium, Itanium Inside, Pentium, Pentium Inside, vPro Inside, Xeon, Xeon Phi, Xeon Inside, and Intel Optane are trademarks of Intel Corporation or its subsidiaries in the U.S. and/or other countries.

Same day shipment subject to order size limitations, Dell standard shipping methods and payment via credit card, gift card or Dell Business Credit.^ Notification will be provided if there are payment delays which could impact shipping date. Electronics and accessories may ship separately.

Smart Selection. Limited quantities. Only available for orders placed by 5:59 p.m. CT Mon.–Thurs. Systems shipped the next business day after an order is placed. Subject to order approval. Software and accessories not part of the configuration will be shipped separately and may arrive after your system. Please note that Smart Selection Configuration pricing cannot be combined with other pricing offers or discounts provided or agreed to by Dell. Orders with Custom Factory Integration might require additional processing time.

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COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	5/14/24
Subject:	Professional Services Agreement with Mark Almquist, dba Columbia Private Investigation, LLC, contract #BCINV2425MA001
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 OPD provides legally mandated public defense investigative services by way of professional service agreements with local private investigators. The agreement with investigator Mark Almquist expired on December 31, 2023.

Fiscal Impact

General Fund - $70 per hour, plus other allowable expenses, premiums and fees as detailed in the professional services agreement.

Recommendation

Execute resolution approving the professional service agreement with investigator Mark Almquist.

Suggested Motion

Approve with consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH INVESTIGATOR MARK ALMQUIST, DBA COLUMBIA PRIVATE INVESTIGATION, LLC, CONTRACT #BCINV2425MA001 TO PROVIDE PUBLIC DEFENSE INVESTIGATION SERVICES IN BENTON COUNTY SUPERIOR AND DISTRICT COURT FOR PUBLIC DEFENSE CASES

WHEREAS, Benton County ("County") is obligated by law to provide defense investigation services to support public defense cases in Benton County Superior and District Court cases ("Services"); and

WHEREAS, County contracted with investigator Mark Almquist, dba Columbia Private Investigation, LLC ("Investigator") to provide Services and the agreement with Investigator expired on December 31, 2023; and

WHEREAS, County is generally satisfied with the Services as rendered by Investigator and therefore is offering Investigator a renewal contract for Services; and

WHEREAS, a proposed public defense investigation contract with investigator Mark Almquist for Services is presented for execution by the Board of Commissioners; **NOW, THEREFORE**

BE IT RESOLVED that the Board of Benton County Commissioners, Benton County, Washington hereby approves the professional services agreement with investigator Mark Almquist, dba Columbia Private Investigation, LLC, contract #BCINV2425MA001, to provide public defense investigation services in Benton County Superior and District Court for criminal public defense cases, for the time period from 04/01/24 through 12/31/25, for compensation not to exceed $70 per hour, plus other allowable expenses, premiums, and fees as detailed 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, Mark Almquist, dba Columbia Private Investigation, LLC C Dow
Copy – Auditor, S Godinez

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PROFESSIONAL SERVICES AGREEMENT TO PROVIDE INVESTIGATIVE SERVICES FOR INDIGENT PERSONS CHARGED WITH CRIMES IN BENTON COUNTY DISTRICT AND SUPERIOR COURTS BCINV2425MA001

CONTRACT SUMMARY			
Contract Type	**Investigator**		
Contract Number	**BCINV2425MA001**	**Contract Holder**	**Mark Almquist**
License #	**3073**	**Effective Dates**	**April 1, 2024 – December 31, 2025**
Compensation	**$70 per hour base** **See Exhibit "B" for other itemized rates**		
Compensation Payable To:	**Columbia Private Investigation, LLC**		

THIS AGREEMENT is entered into by and between **Mark Almquist,** Washington State Investigator's License **#3073** ("Investigator"), **dba Columbia Private Investigation, LLC,** and **BENTON COUNTY,** a Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court and Benton County District Court ("Courts").

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

A. The County has the legal responsibility to provide investigative services to support the publicly-provided legal defense of indigent persons charged with criminal offenses alleged to have been committed within the jurisdictional boundaries of the County.

B. Investigator is licensed in the state of Washington to engage in the business of providing private investigative services, has direct experience in investigating cases involving persons charged with criminal offenses, and desires to contract with the County to provide such services to indigent persons subject to criminal charges in the State and local Courts of County.

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **April 1, 2024**, and shall continue thereafter through and including **December 31, 2025**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

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2. **INVESTIGATOR'S OFFICE LOCATION**.

a. Investigator presently and regularly maintains an office adequate and appropriate for the business of providing private investigative services at **6855 W Clearwater Ave, Ste A101-179, Kennewick, WA 99336.** Investigator's current local office telephone is **509-366-7268;** and Investigator's current office/work e-mail address is **mark@columbia-pi.com. This is and shall be the official email for Investigator (until changed as provided by the terms of this Agreement) to receive any and all communications from County and County's Office of Public Defense, including, but not limited to the following:**

a) Case assignments and related matters

b) Contract compliance notifications and reminders

c) Official contract related notices

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

c. The County prefers that Investigator locate and maintain Investigator's office in a commercial/professional building. However, regardless of the location Investigator decides to maintain his/her office, the office must be capable of accommodating confidential face-to-face meetings between Investigator and persons whom Investigator is assigned to assist under this Agreement, must be capable of regularly receiving mail, and must have adequate telephone service to facilitate and ensure prompt response to contact with or from such persons Investigator is assigned to assist hereunder.

3. **INVESTIGATOR'S QUALIFICATIONS**. Investigator acknowledges and agrees that the County has an obligation to provide competent and effective legal defense services to indigent persons subject to criminal proceedings in the Courts. Investigator shall perform all services hereunder in strict accordance with the usual skills and professional ethical standards exercised by investigators engaged in providing investigative services for persons accused of crimes in the state of Washington. Investigator acknowledges and agrees that Investigator has a fundamental duty and responsibility to effectively promote and protect the best interests and rights of all persons whom Investigator is assigned to assist under this Agreement.

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a. As of the date of this Agreement, Investigator represents and warrants that Investigator is unconditionally licensed to provide private investigative services either as a "Private Investigator" (RCW 18.165.010(11), or as a "Private Investigator Agency" (RCW 18.165.010(12)) within the state of Washington; has had at least one (1) year of direct experience in providing investigation services in criminal defense or criminal prosecution matters; has not been a party to an agreement to provide criminal defense-related investigative services that was terminated due to Investigator's conduct, errors, or omissions; has not been censured, admonished, or otherwise formally disciplined for past conduct or behavior as an investigator that would negatively reflect on Investigator's duty and ability to effectively and competently render services hereunder; and does not have any complaints or lawsuits filed and/or pending against him/her relating to, or arising from, Investigator's past conduct or behavior as an investigator. **If Investigator is not licensed as a Private investigator Agency as defined in RCW 18.165.010(12), then Investigator shall be employed by a Private Investigator Agency, licensed and in good standing in the State of Washington, and a principal from said Private Investigator Agency shall execute the certificate on the signature page of this Agreement, confirming such employment and supervision, and ratifying this Agreement on behalf of the Agency.**

(i) This Agreement will be subject to review and, if applicable and/or necessary, further action pursuant to paragraph 12 below in the event that Investigator's license to provide investigative services in Washington is revoked or otherwise limited or restricted in any manner.

(ii) Investigator shall notify the County and the PDM within three (3) business days if any event specified in paragraph 3.a.(i) above occurs.

b. To comply with the provisions of RCW 72.05.440, WAC 388-700-0010, and RCW 13.40.570, Investigator acknowledges and agrees that the County may conduct criminal history background check(s) on Investigator. Investigator 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. During each calendar year of the term of this Agreement Investigator shall be required to pursue and participate in such training, education, and/or other applicable actions required to maintain Investigator's license to provide investigative services within Washington in full force and effect; and Investigator shall provide the PDM with written proof and confirmation that such requirements have been met no later than December 31st of each calendar year.

d. Investigator represents and warrants that, throughout the entire term of this Agreement, Investigator's client caseload on matters outside of this Agreement; Investigator's schedule; and Investigator's office resources, equipment, and support staff; will allow Investigator to competently undertake and

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effectively perform all services required under this Agreement. Investigator represents and warrants that Investigator's client caseload and schedule outside this Agreement will not interfere with Investigator's ability to timely and efficiently perform services under this Agreement.

4. **OTHER INVESTIGATIVE SERVICES AGREEMENTS.** On or about the date of this Agreement, the County contemplates entering into separate and independent investigative services agreements with other licensed investigators to provide investigative services to persons accused of crimes in the Courts. Investigator agrees to fully cooperate and coordinate with such other investigators, the Courts, and the PDM to establish a process to effectuate the efficient and equitable distribution of clients and cases requiring investigative services. The PDM shall have the inherent discretion and authority to monitor and control (and reasonably modify/change) such process.

5. **CASE ASSIGNMENTS.** During the term of this Agreement, Investigator agrees to and shall accept assignments from the PDM to provide investigative services for 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 Courts in which publicly-provided legal defense services are furnished or required by law. For each case assigned hereunder, Investigator shall provide investigative services as further described in **"Exhibit A"** to this Agreement. Specifically, Investigator shall provide criminal defense investigative services of the same quality as Investigator provides to private clients.

Optional: Investigator may accept subpoena-service assignments by public defenders employed or contracted with the Benton County Office of Public Defense at the rate stated in Exhibit B and on the terms contained in Section 5 d. if Investigator indicates the following availability to serve subpoenas:

- **Investigator is available to service subpoenas: _____**

a. Individual case assignments for cases other than Class A felonies, persistent offender cases, or homicide cases, shall be made by the PDM utilizing the following procedure:

(i) Upon determining that a case needs an investigator assigned, the public defense attorney of record will contact the PDM, request an investigator, advise of the nature of the investigation, and request a particular investigative cost expenditure limit. The public defense attorney of record may also make a specific request for a particular investigator to be assigned.

(ii) Upon approval of the request for an investigator, if a specific request for a particular investigator has been made, then absent a conflict of interest or inability of that investigator to accept the appointment for any other reason (including vacation or other plans or workload issues) then the PDM will honor the request and assign the requested investigator.

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(iii) Upon approval of the request for an investigator, if a specific request for a particular investigator has not been made, the PDM will assign an investigator in his absolute and sole discretion, taking into consideration considerations including, but not limited to, workload equality, investigator skill, case complexity, investigator availability, economies of scale and efficiency.

b. Once an investigator has been assigned to a case, the PDM will provide written notice of the assignment to both the investigator and the public defense attorney of record. Investigator shall not commence any work until written notice of assignment has been received. Such written notice will contain an Funding Approval Code as well as an applicable maximum funding limit which shall constitute the maximum compensation and cost reimbursement payable to Investigator on the particular case unless additional expenditures are requested as provided in paragraph 9(d)(iv).The Funding Approval Code shall indicate the half-year to which it is assigned (for example second half of 2022) and, unless the Funding Approval is extended to another half-year period, (for example, in this case, to the first half of 2023), the work must be completed within the designated half-year period and billed within that half year or within 30 days of the end thereof.

c. Individual case assignments for Class A felonies, persistent offender cases, and homicide cases, shall be made by the PDM in consultation with the public defense attorney of record.

d. Individual subpoena service assignments or "stand-alone" subpoena service (i.e., service of subpoenas separate from investigative services on a case) will be made by the PDM utilizing the following procedure:

(i) Upon determining that subpoenas need to be served, the public defense attorney of record will contact the PDM and request approval to serve such subpoenas.

(ii) Upon approval of the request, the PDM will assign the service of the subpoenas to a server from a list of approved subpoena servers on a rotating basis. **Investigator may elect not to be on this list. As stated above, this Agreement does not obligate Investigator to accept "stand-alone" subpoena service assignments.**

(iii) Once the subpoena service has been assigned to a particular investigator, both the investigator and the public defense attorney of record will receive written notification of the assignment from the PDM, which notice shall constitute authorization for the investigator to proceed.

e. Service of subpoenas in conjunction with an assigned investigation does not need prior approval or authorization. However, compensation is limited to the amount stated in Exhibit B to this Agreement.

f. In any case when Investigator has been assigned to a matter of any sort as provided herein, unless expressly excused by the public defense attorney of record, Investigator shall notify the PDM and decline the assignment if Investigator is unable, for any reason, to commence work on the case (which shall mean, at a minimum, meeting with the public defense attorney of record for a case briefing and reviewing discovery as necessary) within 72 hours of the assignment, not including weekends and official holidays recognized by the State of Washington.

6. **CONTINUED SERVICES.**

a. Investigator shall have a duty to timely and fully complete all cases assigned to Investigator under this Agreement. Without limitation in that regard, Investigator shall continue to provide investigative services for those persons whom Investigator was assigned to assist and whose case was not concluded prior to the effective date of termination of this Agreement for up to ninety (90) days following the effective date of termination. Investigator's obligation to continue providing post-termination services shall not in any way entitle Investigator to receive any additional compensation beyond the maximum investigative cost expenditure limit expressly specified in the written notice from the PDM authorizing Investigator's assignment to the case.

b. Investigator will be assigned to no new cases under this Agreement during the thirty (30) day period prior to its expiration date specified in paragraph 1 above if Investigator provides written notice to the County at least sixty (60) days prior to such termination date of Investigator's desire and intent to not pursue contracting with the County again to provide investigative services in the Courts after such expiration date. Investigator may belatedly provide such written notice at any time within said sixty (60) day time period, but the assignment of new cases to Investigator will not stop until thirty (30) days after the date such notice has been received by the County.

7. **CLIENT ELIGIBILITY.** The Courts (or their designee), consistent with applicable laws, rules and standards, shall determine the eligibility of any particular person for assistance by Investigator under this Agreement. Investigator is under no obligation to determine a person's eligibility or continuing eligibility to receive publicly-provided assistance. However, if Investigator is assigned to provide services to a person and subsequently discovers that such person may not be eligible to receive publicly-provided assistance under applicable laws, rules and standards, Investigator, if able to do so within the bounds of ethical rules and professional standards applicable to investigators, shall promptly provide the public defense attorney(s) representing the person with such information.

8. **CONFLICTS.** Notwithstanding any other terms or provisions contained in this Agreement to the contrary, Investigator shall not be required to accept, and Investigator shall decline to accept, an assignment under this Agreement if the particular assignment would create a true and bona fide conflict of interest for Investigator or would

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otherwise cause or constitute an actual violation of any generally recognized ethical or professional standards common and applicable to investigators in the state of Washington. Furthermore, in the event a true and bona fide conflict of interest arises subsequent to Investigator receiving an assignment under this Agreement (or in the event Investigator's continued involvement in a pending assigned case would cause or constitute an actual violation of any such ethical or professional standards), Investigator shall immediately make the public defense attorney(s) representing the affected indigent person aware of such development for purposes of the attorney(s) taking immediate action to pursue the assignment of another investigator.

9. **COMPENSATION AND REIMBURSEMENT.**

a. As full and exclusive compensation for Investigator's performance and rendering of independent professional investigative services hereunder, Investigator shall be compensated as provided in Exhibit B.

b. Payment of such compensation is based on time expended on the case by Investigator only. Time expended by other persons (including, without limitation, Investigator's support staff or associate investigators) on a case at Investigator's request or direction shall be part of Investigator's business overhead and shall not be billable to the County.

c. Investigator acknowledges and agrees that Investigator shall not be entitled to claim or receive any reimbursement/payment from the County for any business or office-related overhead costs or expenses incurred by Investigator during the course of rendering services under this Agreement (including, without limitation, costs and expenses associated with Investigator's office, office staff, office equipment/facilities, and/or other office-related resources). The County recognizes, however, that in certain circumstances the need may arise for Investigator to incur certain types of out-of-pocket expenses directly related to an indigent person's case such as costs of out-of-area travel, meals and lodging.

(i) Investigator shall be entitled to receive reimbursement for the actual cost of such out-of-pocket expenditures provided that, however, Investigator shall not incur any such expense nor shall Investigator be entitled to be reimbursed for any such expense unless such expense has been pre-approved as necessary and reasonable by the PDM in accordance with applicable rules, procedures, and standards. Such authorization 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 authorization may nevertheless provide approval for the expenditure but shall establish and set forth a maximum dollar expenditure amount. In regard to any reimbursement to Investigator for any approved expenditures and costs pertaining to case-related out-of-area travel, meals, and lodging, any reimbursement to Investigator for such expenditures and costs shall not exceed the amounts

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that are set forth in the Federal General Services Administration ("GSA") reimbursement schedule existing for the locality (if applicable) and period of time when the costs are accrued.

(ii) Without limiting or expanding the preceding provisions of this paragraph 9, Investigator shall be reimbursed only for Investigator's vehicle mileage outside of the Tri-Cities (i.e., outside of the city limits of the Cities of Kennewick, Richland, West Richland and Pasco) accrued while directly engaged in investigations under this Agreement. The rate of such reimbursement shall be equivalent to the rate published by the GSA for the locality (if applicable) and period of time when the mileage is accrued. Such vehicle mileage shall be reimbursed only one time to Investigator, and Investigator shall not attempt to seek duplicative or excessive reimbursement for mileage accrued while simultaneously rendering services on more than one case (e.g., if Investigator accrues 10 miles to travel to a particular location to interview witnesses involved in two separate cases assigned to Investigator hereunder, Investigator shall only be reimbursed for that 10 miles, and not for 20 miles by attempting to claim reimbursement of 10 miles for each case). For such reimbursable case assignment travel, mileage shall be calculated beginning from the Benton County Justice Center in Kennewick to the location where the investigative services are actually rendered (e.g., witness's residence) utilizing and based on the most direct route over public roadways.

d. As a precondition to Investigator being paid the above-mentioned compensation and reimbursements for costs and expenses hereunder, Investigator shall submit a "Claim for Compensation" in such form as is prescribed by the PDM, including with such submission an invoice that descriptively sets forth and details the total number of hours (documented and stated in one-tenth ($1/10^{th}$) hour intervals) expended by Investigator on the case and that further describes and details the particular actions taken by Investigator on such case that correspond to such expended and billed hours including the date when such actions were taken (exercising appropriate discretion to protect client confidentiality given that such documents are matters of public record unless sealed by the court at the request of the defense attorney representing the client). **For purposes of these invoices, the subject of any field witnesses shall only be identified by their initials and city where the interview took place (no full names and no addresses). Provided, however, that Investigator shall retain information related to the full names of witnesses and addresses where interviews took place, in case an audit requires such information.**

(i) Investigator's administrative time expended to prepare, submit, and process Claims for Compensation shall not be billable to the County.

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(ii) All Claims for Compensation under this Agreement shall be subject to the PDM's review and approval for payment.

(iii) Investigator shall timely submit such Claims for Compensation within the half of the year designated by the Funding Approval Code unless another Funding Approval Code, designating another half-year, has been issued.

(iv) The cumulative sum of compensation and reimbursements being claimed shall be limited to the unclaimed expenditure limit stated in the written notice of assignment unless authorization for additional expenditure is requested and granted **prior to** providing the additional services that incur such additional expenditure. Investigator shall request Funding Approval for such additional expenditures by submitting a request using the on-line secure form provided by Benton County, and may proceed with the work once an additional Funding Approval Code has been received.

(v) Investigator should expect processing time for requests for authorization for additional expenditures of 2-3 business days. It is Investigator's responsibility to plan investigations and the submission of requests for authorization for additional expenditure in a manner that takes into account this anticipated processing lead time.

(vi) In situations of bona fide emergency, requests for authorization for additional expenditures may be submitted after additional services have been provided. However, the amount of services provided shall be limited to that amount which is essential to address the emergency, and a request for authorization for additional expenditure shall be submitted within 2 business days detailing and specifically describing the circumstances of the emergency. For purposes of this paragraph, the term "emergency" shall be defined as any situation where critically necessary investigative work, beyond what has already been authorized, must be completed within such a short timeframe that it is not possible to obtain authorization from the PDM in advance and the inability to complete such investigative work is reasonably likely to prejudice the rights of the indigent defendant whose criminal case Investigator is assigned to provide investigative services for.

(vii) If Investigator or Investigator's staff wish to make billing inquiries, such inquiries shall be made by email directed to such email address as the PDM designates for such purpose. Investigator should expect such emailed inquiries to be responded to within 3 business days. Repeated telephone contact with the PDM or the PDM's staff, for the sole purpose of making billing inquiries, shall constitute a breach of this Agreement.

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e. Claims for Compensation may be submitted throughout any given month. Properly submitted claims will be processed pursuant to existing OPD and County vendor invoice processing systems and paid accordingly. **All Claims for Compensation must be submitted electronically and sent to OPDClaims@co.benton.wa.us.**

f. The above-stated compensation to Investigator 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 May 31, 2022, the above referenced compensation to Investigator also would terminate as of such date, and Investigator would not be entitled to receive any further compensation from the County; provided that, Investigator would be entitled to receive any then-accrued and unpaid compensation for services rendered hereunder prior to such termination date; and further provided that Investigator may be entitled to receive compensation for continuing post-termination services provided pursuant to paragraph 6.a. above.

10. **INDEMNIFICATIONS AND HOLD HARMLESS.** Investigator agrees to and shall fully indemnify the County and their elected/appointed representatives, officers, employees, and agents; and to hold the County and their 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 Investigator's (or any person, employee, agent, contractor, or entity acting for or on behalf of Investigator or at Investigator's request or direction) acts, defaults, errors and/or omissions of whatsoever nature in the performance of investigative services for any person under this Agreement. In the event any suit or legal proceeding is brought against the County or any of their 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, Investigator hereby covenants and agrees to assume the defense thereof (through counsel acceptable to the County) and to defend the same at Investigator'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, Investigator waives, with respect to the County only, any immunity that would otherwise be available to Investigator 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.

11. **INSURANCE.**

a. Investigator shall obtain and maintain, at Investigator's sole cost and expense, a policy of Commercial General Liability insurance (including

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Endorsement Form CG2011 and 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 Investigator is an employer, Investigator shall obtain and maintain, at Investigator'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 Courts, and the County's 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 11.a 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) Investigator shall continuously maintain the insurance coverage required by this paragraph 11.a throughout the entire term of this Agreement and throughout any other longer time period during which Investigator is obligated to continue performing services and duties hereunder.

b. Investigator shall also obtain and maintain, at Investigator's sole cost and expense, a policy of professional liability or errors and omissions insurance suitable for Investigator's profession, in the amount of no less than $1,000,000.00 per claim nor less than $2,000,000.00 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) acting for or on behalf of Investigator in the performance of this Agreement; shall provide professional liability insurance coverage for any acts, errors and/or omissions by Investigator (and/or such additional insureds) during the course of performing 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.

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(iii) Investigator shall continuously maintain the professional liability insurance coverage required by this paragraph 11.b throughout the entire term of this Agreement, throughout any other longer time period during which Investigator is obligated to continue performing services and duties hereunder, and for a period of no less than thirty-six (36) consecutive months after Investigator has fully completed all services and duties required hereunder.

c. Contemporaneously with Investigator's execution of this Agreement, Investigator shall provide the County and their designated Risk Manager(s) with copies or certificates of the insurance policies and coverage (including any endorsements) required under this paragraph 11, and Investigator shall annually provide the Risk Manager(s) 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).

12. **TERMINATION.**

a. In addition to any automatic termination provisions set forth in this Agreement, the County may elect to terminate this Agreement in the event Investigator fails for whatever reason to comply with any provision of this Agreement after giving Investigator 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 Investigator'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.

b. In addition to the foregoing provisions regarding termination, either Investigator or the County 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. Without limiting/waiving other provisions of this Agreement relating to Investigator's obligation and duty to accept and complete cases assigned to Investigator, Investigator shall not be assigned to any new cases during the last thirty (30) calendar days of said ninety (90) day notice period.

13. **INDEPENDENT CONTRACTOR.** Investigator fully understands, acknowledges, and agrees that Investigator shall not be an agent, representative, or employee of the County or the Courts 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 Investigator, 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 Investigator's duties, responsibilities and obligations imposed under this Agreement, Investigator shall have sole and absolute discretion using Investigator's best professional judgment to determine the manner and means of providing the investigative

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services required under this Agreement; and neither the County, the PDM, nor the Courts shall have any authority or duty to directly control the actual performance of Investigator's services hereunder.

14. **NON-ASSIGNMENT; MILITARY LEAVE.** Investigator shall not allow or arrange for any other person to perform any of the services required by this Agreement, nor shall Investigator assign, subcontract out, or otherwise delegate any of Investigator's rights, responsibilities, or obligations under this Agreement. In the event Investigator is called up for active military duty or for direct civilian support of active military operations, Investigator shall provide the County and the PDM with written notice of such event within five (5) business days of Investigator being called up so that the PDM and Investigator can coordinate and arrange for an appropriate substitute to handle Investigator's duties under this Agreement while Investigator is on military leave and any reasonable back-to-civilian-life transition time requested by Investigator upon return. Investigator shall receive no compensation under this Agreement while on leave or during any such transition time.

15. **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 investigator to replace and succeed Investigator in providing investigative services to indigent persons in the Courts.

16. **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.

17. **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.

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

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

20. **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.

21. **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.

22. **DISPUTE RESOLUTION.**

a. In the event any type of dispute arises between the parties involving the performance or interpretation of this Agreement, and assuming that the parties are unable to resolve such dispute within a reasonable time after it arises, the parties agree that the dispute shall be submitted to mediation through the assistance of an experienced mediator chosen by mutual agreement between the parties. The County shall pay one-half of the mediator's fees and expenses, and Investigator shall pay the other one-half of such fees and expenses.

b. 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 shall be selected by agreement of the parties or, in the absence of agreement, each party shall select one (1) arbitrator and those two (2) so selected arbitrators shall mutually select a third arbitrator. The County shall pay one-half of the fees and expenses of the arbitrator(s), and Investigator 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 of notice of arbitration, the arbitrator(s) shall be selected and designated and the hearing shall be held within thirty (30) business days thereafter. 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

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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.

23. **NOTICES.**

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

Public Defense Manager
Benton Office of Public Defense
7122 West Okanogan Place, Ste #A220
Kennewick, WA 99336

opd@co.benton.wa.us

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

c. Any notices under this Agreement shall be deemed to have been duly given, made and received when personally delivered against receipt or when duly deposited in the U.S. mail in compliance with the provisions of this paragraph. A party may change the address(es) to which notices or copies thereof are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph for the giving of notice.

24. **LEGAL COMPLIANCE.** Investigator agrees to and shall strictly follow and comply with any and all federal, state, local, and administrative laws, rules, and regulations applicable to Investigator's pursuit and performance of activities and services under this Agreement. Without limitation in that regard, Investigator shall timely and fully pay all applicable taxes, fees, licenses, and other payments required by law; and Investigator 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 its contractors based on race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation.

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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

Chair Pro Tem

Commissioner

Constituting the Board of County Commissioners for Benton County Washington

Attest:

Clerk of the Board

ATTORNEY

Date 4/24/2024

DocuSigned by:
Mark Almquist
409CCCCC7EB148E...

Mark Almquist, PI #3073

Approved as to Form and Content

DocuSigned by:
Charlie Dow
D3E112CD2A504A6...

Charles Dow
Public Defense Manager

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EXHIBIT A - SCOPE OF SERVICES

Investigator shall provide, as assigned and approved on a case-by-case basis, professional quality criminal defense investigation services to defense attorneys assigned to represent indigent defendants with criminal cases pending in Benton County Superior Court (including its Juvenile Division) and Benton County District Court.

The services to be provided under this agreement may include, but are not limited to:

- Attempting to locate witnesses
- Interviewing witnesses
- Interviewing victims
- Researching the criminal history or backgrounds of witnesses or victims
- Conducting surveillance of witnesses
- Diagramming crime scenes or other locations associated with a criminal case
- Photographing items, locations, persons or anything else relevant to defense of a criminal case
- Cataloging and tracking evidence (only permitted in cases with large amounts of evidence)
- Serving subpoenas

Investigator may provide, as assigned, and only if Investigator elects to do so, subpoena service. Provided, however, that the maximum compensation for such subpoena services shall be as stated in Exhibit B – Compensation.

Absent **specific written instruction to do so from BCOPD**, Investigator shall not be compensated for any of the following services:

(e) "Evaluating" any legal document including search warrants
(f) Reviewing police reports or any other discovery for purposes of evaluating their sufficiency or for the purposes of determining what, if any, investigation needs to be done
(g) Spending time at any hearing or trial except when appearing for the purpose of testifying as a witness
(h) Appearing at or waiting during any criminal pre-trial docket

Furthermore, Investigator shall not arrange for or bill for, the services of third-party experts since these experts are to be coordinated through the attorney of record with authorization from BCOPD. Experts include, but are not limited to:

- Polygraph examiners
- DNA, fingerprint, firearms experts

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- Experts on the identification of substances including controlled substances
- Handwriting or document analysis experts
- Arson experts

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EXHIBIT B – COMPENSATION

Service	Rate	Comments
Investigator time	$70 per hour	Must be billed in increments of 1/10th of an hour together with date and description of services rendered.
Mileage	Published US GSA rate	Only for investigations outside of Tri-Cities area. Starts from the Benton County Courthouse.
Standard locate	$75 per locate	For locating addresses using subscription database services
Background investigation	$50 each	Only for background investigations that involve more than a WATCH inquiry. WATCH inquiry cases are compensated on a reimbursement basis only
Case Agent/Expert Witness	$400 full day, $200 for any partial day	Contractors are not required to act as Case Agent to assist at trial as directed by assigned counsel, by may elect to do so if requested by assigned counsel and approved by OPD
Subpoena service	$50 each service for up to four attempts. Any additional attempts for same service shall collectively qualify for additional $50.	Contractors are not required to accept subpoenas for service, if Contractors do serve subpoenas, this is the maximum compensation for doing so. When the Contractor has been approved and appointed as Case Agent, the Contractor shall be the individual performing service of those subpoenas, which shall be compensated as indicated.
Video and photo DVD	$35 each, $10 for extra copies	With menu, ready for trial format.

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Photo CD	$10 each	
Photocopies	$0.18 per page	
Notary public services	$10 (or statutory maximum, whichever is higher) for each document, record, or instrument	
Interview Cancellation Fee	$70 per hour of scheduled interview(s) cancelled by the State, or for any part of an hour thereof	To claim this fee, investigator is to provide written notification of State's cancellation, and to provide at least 15 minutes grace to the State's witness scheduled to be interviewed

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EXHIBIT C – PRIOR AUTHORIZATIONS

Investigator shall seek prior authorization for expenditure and compensation as detailed in Paragraph 9(c)(i) of the Agreement.

However, in the interest of Investigators initiating assignments as quickly as possible, the following amounts shall be presumed authorized by the OPD Manager according to the most serve charge represented in the initial charging document (Compliant/Information) filed in the pending case. Assigned Investigator, and/or Attorney of Record, shall provide notice electronically to the OPD Manager of their engagement/assignment on every case at the following address:

OPDauthorizations@co.benton.wa.us.

Investigator and/or Attorney of Record shall provide the following case details for these prior authorizations to be valid:

- Defendant Name
- Attorney Name
- Investigator Name
- Cause Number
- Most Severe Charge Level

If all case details have been provided, Investigator does not need confirmation from the OPD Manager to initiate the assignment. Claims for compensation under these prior authorizations shall be submitted as outlined in the Agreement, and shall include the notification associated with that claim. Any notifications lacking these details may subject the claim to be denied at the discretion of the OPD Manager.

These prior authorizations apply to pending charges only, and do not apply in post-conviction/acquittal or appeal cases. Any expected expenditure above these prior authorized levels shall otherwise comply with the provisions in Paragraph 9(c)(i) and subject to prior authorization by the OPD Manager.

Misdemeanor (Non-DV)	$150
Gross Misdemeanor (Non-DV)	$200
Misdemeanor/Gross Misdemeanor (DV)	$300
Class C Felony (Non-DV/Sex Offense)	$400
Class C Felony (DV/Sex Offense)	$500
Class B Felony (Non DV/Sex Offense)	$1,000
Class B Felony (DV/Sex Offense)	$2,000
Class A Felony	$3,000

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 14, 2024
Subject:	Awarding and executing supply contracts for supplying Road Surfacing Materials
Presenter:	
Prepared By:	D. Hope
Reviewed By:	Purchasing

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

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

Summary / Background Information

Throughout the year the Public Works Department needs surfacing materials for road maintenance projects. A Request for Bids was issued for supplying materials from July 1, 2024 to June 30, 2025 and five (5) vendors responded. Per RCW 36.32.256:

Competitive bids—Multiple awards for road maintenance materials.

A county when calling for competitive bids for the procurement of road maintenance materials may award to multiple bidders for the same commodity when the bid specifications provide for the factors of haul distance to be included in the determination of which vendor is truly the lowest price to the county. The county may re-advertise for additional bidders and vendors if it deems it necessary in the public interest.

Therefore, contracts have been prepared with all five (5) vendors. The Prosecuting Attorney's office has approved as to form and all vendors have signed their respective contracts.

Fiscal Impact

Amount: Not to exceed $275,000.00 for all 5 contracts combined, excluding WSST

Fund: Road Fund

Recommendation

It is recommended the Board award and authorize the Chairman or Chairman Pro-Tem to execute contracts with Central Manufacturing, Inc. of Moses Lake, WA, Central Washington Asphalt, Inc. of Benton City, WA, Ergon Asphalt & Emulsions, Pasco, WA, O. L. Luther Co., Inc. of Granger, WA, and Granite Construction Company of Vancouver, WA for the business of supplying Benton County with road surfacing materials from July 1, 2024 to June 30, 2025.

Suggested Motion

Approve as a part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AWARDING AND AUTHORIZING THE CHAIRMAN OR CHAIRMAN PRO-TEM TO SIGN CONTRACTS TO SUPPLY ROAD SURFACING MATERIALS FOR THE PUBLIC WORKS DEPARTMENT PROJECTS WITH CENTRAL MANUFACTURING, INC. OF MOSES LAKE, WA, CENTRAL WASHINGTON ASPHALT INC. OF BENTON CITY, WA, O.L. LUTHER CO., INC. OF GRANGER, WA AND ERGON ASPHALT & EMULSIONS, PASCO, WA AND GRANITE CONSTRUCTION COMPANY OF VANCOUVER, WA

WHEREAS, throughout the year the County needs road surfacing materials for maintenance of County roads; and

WHEREAS, the Public Works Department issued a "Request for Bids" for materials through June 30, 2025; and

WHEREAS, Central Manufacturing, Inc. of Moses Lake, WA, Central Washington Asphalt, Inc. of Benton City, WA, Ergon Asphalt & Emulsions, Pasco, WA, O. L. Luther Co., Inc. of Granger, WA, and Granite Construction Company of Vancouver, WA responded; and

WHEREAS, the Public Works Department has prepared a contract with each vendor and our departmental assigned Deputy Prosecuting Attorney has approved as to form said contracts; and

WHEREAS, the Supply Contracts have been executed by each vendor; **NOW THEREFORE,**

BE IT RESOLVED, that the business of supplying Benton County with Surfacing Materials be awarded to Central Manufacturing, Inc. of Moses Lake, WA, Central Washington Asphalt, Inc. of Benton City, WA, Ergon Asphalt & Emulsions, Pasco, WA, O. L. Luther Co., Inc. of Granger, WA, and Granite Construction Company of Vancouver, WA; and

BE IT FURTHER RESOLVED, the Chairman or Chairman Pro-Tem of the Board of Benton County Commissioners is hereby authorized to sign a separate Supply Contract for Road Surfacing Materials with Central Manufacturing, Inc. of Moses Lake, WA, Central Washington Asphalt, Inc. of Benton City, WA, Ergon Asphalt & Emulsions, Pasco, WA, O. L. Luther Co., Inc. of Granger, WA, and Granite Construction Company of Vancouver, WA; and

BE IT FURTHER RESOLVED, per RCW 36.32.256, the Public Works Department will select the company to obtain surfacing material from based on total cost, which may include material bid price, cost to the County to transport the material to the jobsite, and availability of materials needed; and

BE IT FURTHER RESOLVED, the total expenditure for all contracts combined will not exceed $275,000.00 excluding Washington State Sales Tax; and

BE IT FURTHER RESOLVED, the Supply Contracts begin on July 1, 2024 and expire on June 30, 2025.

Dated this 14TH day of May 2024.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Commissioner

Attest:_____
Clerk of the Board

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

Orig.: Purchasing D. Hope
cc: Auditor, PA

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SUPPLY CONTRACT
ROAD SURFACING MATERIALS
July 1, 2024 to June 30, 2025

THIS AGREEMENT, made and entered into this 14 day of May, 2024, between the COUNTY OF BENTON, State of Washington, acting through the Board of County Commissioners, under and by virtue of RCW 36, hereinafter called "the County", and **CENTRAL MANUFACTURING, INC.**, hereinafter called "the Vendor".

WITNESSETH:

That, in consideration of the payments, covenants, and agreements hereinafter mentioned and attached, and made a part of this agreement, to be made and performed by the parties hereto; the parties hereto covenant and agree as follows:

I. The Vendor shall provide to the County, and the County shall obtain from the Vendor those surfacing material products described and set forth in the "Request for Bids" and "Proposal", copies of which are attached hereto as Appendix A and by reference incorporated herein.

II. The County shall pay the Vendor for those products obtained pursuant hereto those prices set forth in Vendor's proposal (Appendix A), PROVIDED, however, that should any prices increase or decrease during the contract period, the vendor shall notify the Benton County Engineer in writing at least thirty (30) days prior to the effective change date. The County shall have the right to verify the prices charged to the Vendor for such products at the time of their delivery to the County by contacting the Vendor's major supplier.

III. Orders will be placed based on the location of the job and the location of the vendor's mixing plant facility and/or aggregate stockpiles, which will determine the cost to the County for hauling, in addition to the material cost. A vendor other than the low bidder may be used depending upon the availability of the product required by the County.

IV. 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.

V. The Vendor shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, 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 Vendor or its sub-vendors or their property upon or in the proximity of the property of the County. PROVIDED, that the Vendor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

In any and all claims against the County, its officers, officials, employees and agents by any employee of the Vendor, sub-vendor, 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 Vendor or sub-vendor under Workers Compensation acts, disability benefit acts, or other

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employee benefit acts, it being clearly agreed and understood by the parties hereto that the Vendor expressly waives any immunity the Vendor might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the Vendor 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 Vendor makes with any sub-vendor or agent performing work hereunder. Vendor's obligations under this Section V. shall survive termination and expiration of this Contract.**

The vendor'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 Vendor, the Vendor's employees, agents or sub-vendors.

VI. 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.

VII. Upon thirty (30) days prior notice in writing to the Vendor, the County may terminate this contract for any reason. Upon termination, the County will make payment in full in accordance with the terms of this contract.

VIII. This agreement begins July 1, 2024 and expires June 30, 2025.

IN WITNESS WHEREOF, the said Vendor has executed this agreement, and the Board of County Commissioners of Benton County, Washington, has caused this instrument to be executed by and in the name of the County the day and year first above written.

VENDOR: Central Manufacturing, Inc.

DocuSigned by:

by:_____
DB9DFC8FC7F049C...

Title: Regional Manager

Date: 4/22/2024

COUNTY OF BENTON:

by:_____
Chairman or Chairman Pro-Tem,
Board of Benton County Commissioners

ATTEST:

_____
Clerk of the Board

Date_____

APPROVED AS TO FORM:

DocuSigned by:

_____
D9A9308B67BB475...
LeeAnn Holt, Deputy Prosecuting Attorney

Date 4/22/2024

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APPENDIX A

REQUEST FOR BID

and

PROPOSAL

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OFFICE OF THE BENTON COUNTY ENGINEER
BENTON COUNTY, WASHINGTON

REQUEST FOR BIDS

BIDS FOR: CB24-04 FURNISHING ROAD SURFACING MATERIALS.

BIDS RECEIVED: **THURSDAY, MARCH 28, 2024**, AT **11:00 A.M.**, AT THE BENTON COUNTY PUBLIC SERVICES BUILDING, 102206 E. WISER PARKWAY, KENNEWICK, WASHINGTON 99338. **NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME.**

BIDS OPENED: **THURSDAY, MARCH 28, 2024**, AT **11:00 A.M.**, IN THE PUBLIC SERVICES BUILDING CONFERENCE ROOM, 102206 E. WISER PARKWAY, KENNEWICK, WASHINGTON.

1. INSTRUCTIONS:

Please state hereon, in the columns provided in the Proposal, the lowest price at which you will provide the articles specified. If you cannot supply one of the products requested in the proposal, please put N/A in the bid price line. Unsigned Proposals will not be considered.

The Proposal shall be placed in a sealed envelope marked **"BIDS – ROAD SURFACING MATERIALS"** and delivered to Benton County Public Services Building at the location, date and time stated above. Bid proposals shall be considered final at the time and date for receiving bids. The County will not accept any changes for any reason, including bidding errors. Use of the enclosed Proposal form is required. Only bids submitted on the official form will be considered. The bid shall not contain any unauthorized additions, deletions, alternate bids, or conditions.

2. AWARD OF CONTRACT

The right is reserved by the Board of Benton County Commissioners to reject any or all quotes, to waive informalities in the bidding, and to make award of the business based on a fair appraisal of the competitive values offered and delivery time. The Board will not be bound necessarily by the low quote.

> NOTE: This document and the materials enclosed herewith constitute an invitation to submit bids only and does not represent an offer by Benton County or the Benton County Engineer. Proposals submitted in response hereto shall constitute offers to contract with Benton County. Only upon the County's acceptance of such offer by award as provided herein, shall any contractual relations be created.

Should any discrepancies or omissions be found in the bid specifications, or doubt as to its meaning, bidder shall at once notify Danica Hope by telephone (509)783-1310 ext. 5665 or by email at procurement@co.benton.wa.us. Written instructions or addenda as required will be sent to all interested parties. All addenda issued shall be incorporated into the contract. The County shall not be held responsible for oral interpretations. Questions received less than forty-eight (48) hours before bid opening cannot be answered.

3. EXECUTION OF CONTRACT:

Successful bidder will be required to enter a formal contract substantially similar to Exhibit A attached.

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4. PROPOSED PURCHASE:

Conforming to the requirements of the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, 2024 edition, the purchase contemplated is set forth as follows:

Furnishing HOT MIX ASPHALT (HMA), ASPHALT FOR TACK COAT, CRUSHED SURFACING BASE COURSE, CRUSHED SURFACING TOP COURSE, CHIPS, HFE-150, FOG SEAL MATERIAL, and CRS-2P as required by the Benton County Public Works Department during the period from **July 1, 2024**, through **June 30, 2025**.

The prices listed shall be the bidder's current bid prices. If prices increase or decrease during the contract period, the vendor shall notify the Benton County Engineer in writing at least thirty (30) days prior to the effective change date. The notice shall include verifiable justification for price increases.

The County will give the vendors advanced notice of estimated quantities needed and will endeavor to place orders forty-eight (48) hours prior to required delivery, except in emergencies.

The County may not be able to take continuous production depending on truck availability and travel distance. Every effort will be made to cooperate with vendor's scheduling requirements.

Pursuant to RCW 36.32.256, the County reserves the right to award the contract to more than one bidder, and to purchase material from a vendor other than the lowest bidder based upon the overall cost to the County. To determine the overall cost of a product to the County, the County will take its employees' hourly rate plus the hourly rate of the vehicle used to haul, times the anticipated haul time to and from the project site plus the cost of the material. This calculation shall be used to compare each vendor on each project. The lowest overall cost to the County will determine which vendor to purchase the product from for each project.

Address list of bidder's facilities:

_____

_____

_____

5. TAX PROVISIONS:

Washington State sales taxes will not be considered a part of the unit price. State sales tax will be added as a separate item on the invoice for each purchase.

Approved as to form:

DocuSigned by:
LeeAnn Holt
D9A9308B87BB475...

LeeAnn Holt, Deputy Prosecuting Attorney

Date 2/28/2024

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P R O P O S A L

ROAD SURFACING MATERIALS

VENDOR NAME: _____

The undersigned hereby certifies that they have read the requirements and thoroughly understands the same and proposes as follows:

ITEM NO.	DESCRIPTION	PRICE PER TON/GAL. F.O.B. AT VENDOR'S PLANT
1	HMA CLASS 3/8”	$_____/Ton
2	HMA CLASS 1/2”	$_____/Ton
3	ASPHALT FOR TACK COAT (CSS-1)	$_____/Ton
4	CRUSHED SURFACING BASE COURSE 1”-	$_____/Ton
5	CRUSHED SURFACING TOP COURSE 5/8”-	$_____/Ton
6	Chips 3/8 - #10	$_____/Ton
7	Chips 1/4 ”	$_____/Ton
8	HFE – 150 (see spec attached)	$_____/Ton
9	Fog Seal Material (see spec attached)	$_____/Ton
10	CRS-2P	$_____/Ton

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

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It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap.

NON-COLLUSION DECLARATION

I hereby declare, under penalty of perjury under the laws of the United States that the following statement is true and correct:

That the undersigned person(s), vendor, 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.

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR'S EMPLOYMENT SECURITY DEPARTMENT NO. _____

DATED this _____ day of _____, 2024.

VENDOR NAME: _____

_____ SIGNATURE OF AUTHORIZED OFFICIAL

_____ PRINT NAME AND TITLE

ADDRESS OF BIDDER: _____

TELEPHONE NO.: (____)_____ EMAIL:_____

~PROPOSAL MUST BE SIGNED~

DocuSign Envelope ID: 4676327A-A686-4D28-8DDE-D382EB68B19D

EXHIBIT A

SUPPLY CONTRACT
ROAD SURFACING MATERIALS

July 1, 2024 to June 30, 2025

THIS AGREEMENT, made and entered into this_____day of_____, 2024, between the COUNTY OF BENTON, State of Washington, acting through the Board of County Commissioners, under and by virtue of RCW 36, hereinafter called "the County", and
_____, hereinafter called "the Vendor".

WITNESSETH:

That, in consideration of the payments, covenants, and agreements hereinafter mentioned and attached, and made a part of this agreement, to be made and performed by the parties hereto; the parties hereto covenant and agree as follows:

I. The Vendor shall provide to the County, and the County shall obtain from the Vendor those surfacing material products described and set forth in the "Request for Bids" and "Proposal", copies of which are attached hereto as Appendix A and by reference incorporated herein.

II. The County shall pay the Vendor for those products obtained pursuant hereto those prices set forth in Vendor's proposal (Appendix A), PROVIDED, however, that should any prices increase or decrease during the contract period, the vendor shall notify the Benton County Engineer in writing at least thirty (30) days prior to the effective change date. The County shall have the right to verify the prices charged to the Vendor for such products at the time of their delivery to the County by contacting the Vendor's major supplier.

III. Orders will be placed based on the location of the job and the location of the vendor's mixing plant facility and/or aggregate stockpiles, which will determine the cost to the County for hauling, in addition to the material cost. A vendor other than the low bidder may be used depending upon the availability of the product required by the County.

IV. 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.

V. The Vendor shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, 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 Vendor or its sub-vendors or their property upon or in the proximity of the property of the County. PROVIDED, that the Vendor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

In any and all claims against the County, its officers, officials, employees and agents by any employee of the Vendor, sub-vendor, anyone directly or indirectly employed by any of them, or anyone

INFORMATIONAL COPY

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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 Vendor or sub-vendor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Vendor expressly waives any immunity the Vendor might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the Vendor 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 Vendor makes with any sub-vendor or agent performing work hereunder. Vendor's obligations under this Section V. shall survive termination and expiration of this Contract.**

The vendor'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 Vendor, the Vendor's employees, agents or sub-vendors.

VI. 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.

VII. Upon thirty (30) days prior notice in writing to the Vendor, the County may terminate this contract for any reason. Upon termination, the County will make payment in full in accordance with the terms of this contract.

VIII. This agreement begins July 1, 2024 and expires June 30, 2025.

IN WITNESS WHEREOF, the said Vendor has executed this agreement, and the Board of County Commissioners of Benton County, Washington, has caused this instrument to be executed by and in the name of the County the day and year first above written.

INFORMATIONAL COPY

VENDOR:

by:_____

Title:_____

Date:_____

COUNTY OF BENTON:

by:_____
Chairman,
Board of Benton County Commissioners

ATTEST:

_____
Clerk of the Board

Date_____

APPROVED AS TO FORM:

_____
LeeAnn Holt, Deputy Prosecuting Attorney

Date_____

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"Quickseal" Emulsified Asphalt Fog Oil Specifications

"Quickseal" is a low viscosity, ready to use emulsion, intended as a fast breaking fog seal and tacking material to be spray-applied on asphalt pavement surfaces, quickly leaving a hard asphalt seal; resistant to pickup and tracking under automobile tires.

This material must be stable for use. Product as shipped from the supplier is ready to use with no dilution. For application rate ranges, application temperatures, and product handling, refer to manufacturer's guidelines.

Final product acceptance is based on field performance (return to traffic expected in under 1 hour when applied as per manufacturer's recommendations).

The "Quickseal" as delivered will meet the following specifications:

	AASHTO Test Method		
Sieve Test, % (a)	T 59		0.3 max
Particle charge test	T 59		positive
Demulsibility 35 ml 0.8% sodium dioctyl sulfosuccinate, %[a]	T 59		25 min
Distillation:			
Residue by distillation @ 260 C (500°F)	T 59		32.5 min
Penetration @ 25 C (77°F)	T 49	30 min	100 max

(a) This test requirement on representative samples is waived if successful application of the material has been achieved in the field.

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Asphalt Emulsion HFE-150 Specifications

Test on Emulsion		**Minimum**	**Maximum**
- Viscosity @ 122 Degree F SFS	T59	50	400
- Sieve test %,	T59	--	0.1
Distillation:			
- Oil Distillate by volume of emulsion %	T59	--	5
- Residue %	T59	65	--
Tests on the Residue from Distillation:			
- Penetration 77 Degrees F, 100g, 5s	T49	150	300
- Float at 140 Degrees F., sec.,		1200	--

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DocuSign Envelope ID: A0CC141F-FF52-4B65-9128-72AB946453F8

PROPOSAL

ROAD SURFACING MATERIALS

VENDOR NAME: Central Manufacturing, Inc.

The undersigned hereby certifies that they have read the requirements and thoroughly understands the same and proposes as follows:

ITEM NO.	DESCRIPTION	PRICE PER TON/GAL. F.O.B. AT VENDOR'S PLANT
1	HMA CLASS 3/8"	$ 82.00 /Ton
2	HMA CLASS 1/2"	$ 79.00 /Ton
3	ASPHALT FOR TACK COAT (CSS-1)	$ 1,000.00 /Ton
4	CRUSHED SURFACING BASE COURSE 1"-	$ N/A /Ton
5	CRUSHED SURFACING TOP COURSE 5/8"-	$ N/A /Ton
6	Chips 3/8 - #10	$ N/A /Ton
7	Chips 1/4 "	$ N/A /Ton
8	HFE – 150 (see spec attached)	$ N/A /Ton
9	Fog Seal Material (see spec attached)	$ N/A /Ton
10	CRS-2P	$ N/A /Ton

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

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DocuSign Envelope ID: A0CC141F-FF52-4B65-9128-72AB946453F8

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap.

NON-COLLUSION DECLARATION

I hereby declare, under penalty of perjury under the laws of the United States that the following statement is true and correct:

That the undersigned person(s), vendor, 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.

CONTRACTOR'S REGISTRATION NO. CENTRWA181PG

CONTRACTOR'S EMPLOYMENT SECURITY DEPARTMENT NO. 511964-003

DATED this 28th day of March, 2024.

VENDOR NAME: Central Manufacturing

SIGNATURE OF AUTHORIZED OFFICIAL

Darren Bender, Regional Manager
PRINT NAME AND TITLE

ADDRESS OF BIDDER: PO Box 939 Moses Lake, WA 98837

TELEPHONE NO.: (509) 765-5757 EMAIL: pampjr@cwainc.us

~PROPOSAL MUST BE SIGNED~

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DocuSign Envelope ID: A0CC141F-FF52-4B65-9128-72AB946453F8

OFFICE OF THE BENTON COUNTY ENGINEER
BENTON COUNTY, WASHINGTON

REQUEST FOR BIDS

BIDS FOR:	CB24-04 FURNISHING ROAD SURFACING MATERIALS.
BIDS RECEIVED:	THURSDAY, MARCH 28, 2024, AT **11:00 A.M.**, AT THE BENTON COUNTY PUBLIC SERVICES BUILDING, 102206 E. WISER PARKWAY, KENNEWICK, WASHINGTON 99338. **NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME.**
BIDS OPENED:	THURSDAY, MARCH 28, 2024, AT **11:00 A.M.**, IN THE PUBLIC SERVICES BUILDING CONFERENCE ROOM, 102206 E. WISER PARKWAY, KENNEWICK, WASHINGTON.

1. INSTRUCTIONS:

Please state hereon, in the columns provided in the Proposal, the lowest price at which you will provide the articles specified. If you cannot supply one of the products requested in the proposal, please put N/A in the bid price line. Unsigned Proposals will not be considered.

The Proposal shall be placed in a sealed envelope marked **"BIDS – ROAD SURFACING MATERIALS"** and delivered to Benton County Public Services Building at the location, date and time stated above. Bid proposals shall be considered final at the time and date for receiving bids. The County will not accept any changes for any reason, including bidding errors. Use of the enclosed Proposal form is required. Only bids submitted on the official form will be considered. The bid shall not contain any unauthorized additions, deletions, alternate bids, or conditions.

2. AWARD OF CONTRACT

The right is reserved by the Board of Benton County Commissioners to reject any or all quotes, to waive informalities in the bidding, and to make award of the business based on a fair appraisal of the competitive values offered and delivery time. The Board will not be bound necessarily by the low quote.

> NOTE: This document and the materials enclosed herewith constitute an invitation to submit bids only and does not represent an offer by Benton County or the Benton County Engineer. Proposals submitted in response hereto shall constitute offers to contract with Benton County. Only upon the County's acceptance of such offer by award as provided herein, shall any contractual relations be created.

Should any discrepancies or omissions be found in the bid specifications, or doubt as to its meaning, bidder shall at once notify Danica Hope by telephone (509)783-1310 ext. 5665 or by email at procurement@co.benton.wa.us. Written instructions or addenda as required will be sent to all interested parties. All addenda issued shall be incorporated into the contract. The County shall not be held responsible for oral interpretations. Questions received less than forty-eight (48) hours before bid opening cannot be answered.

3. EXECUTION OF CONTRACT:

Successful bidder will be required to enter a formal contract substantially similar to Exhibit A attached.

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DocuSign Envelope ID: A0CC141F-FF52-4B65-9128-72AB946453F8

4. PROPOSED PURCHASE:

Conforming to the requirements of the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, 2024 edition, the purchase contemplated is set forth as follows:

Furnishing HOT MIX ASPHALT (HMA), ASPHALT FOR TACK COAT, CRUSHED SURFACING BASE COURSE, CRUSHED SURFACING TOP COURSE, CHIPS, HFE-150, FOG SEAL MATERIAL, and CRS-2P as required by the Benton County Public Works Department during the period from **July 1, 2024**, through **June 30, 2025**.

The prices listed shall be the bidder's current bid prices. If prices increase or decrease during the contract period, the vendor shall notify the Benton County Engineer in writing at least thirty (30) days prior to the effective change date. The notice shall include verifiable justification for price increases.

The County will give the vendors advanced notice of estimated quantities needed and will endeavor to place orders forty-eight (48) hours prior to required delivery, except in emergencies.

The County may not be able to take continuous production depending on truck availability and travel distance. Every effort will be made to cooperate with vendor's scheduling requirements.

Pursuant to RCW 36.32.256, the County reserves the right to award the contract to more than one bidder, and to purchase material from a vendor other than the lowest bidder based upon the overall cost to the County. To determine the overall cost of a product to the County, the County will take its employees' hourly rate plus the hourly rate of the vehicle used to haul, times the anticipated haul time to and from the project site plus the cost of the material. This calculation shall be used to compare each vendor on each project. The lowest overall cost to the County will determine which vendor to purchase the product from for each project.

Address list of bidder's facilities:

Central Manufacturing

16004 E. Field Road

Benton City, WA 99320

5. TAX PROVISIONS:

Washington State sales taxes will not be considered a part of the unit price. State sales tax will be added as a separate item on the invoice for each purchase.

Approved as to form:

LeeAnn Holt

LeeAnn Holt, Deputy Prosecuting Attorney

Date 2/28/2024

DocuSign Envelope ID: EF311FB0-852F-4030-AF9F-408727067593

SUPPLY CONTRACT
ROAD SURFACING MATERIALS
July 1, 2024 to June 30, 2025

THIS AGREEMENT, made and entered into this 14 day of May, 2024, between the COUNTY OF BENTON, State of Washington, acting through the Board of County Commissioners, under and by virtue of RCW 36, hereinafter called "the County", and **CENTRAL WASHINGTON ASPHALT, INC.**, hereinafter called "the Vendor".

WITNESSETH:

That, in consideration of the payments, covenants, and agreements hereinafter mentioned and attached, and made a part of this agreement, to be made and performed by the parties hereto; the parties hereto covenant and agree as follows:

I. The Vendor shall provide to the County, and the County shall obtain from the Vendor those surfacing material products described and set forth in the "Request for Bids" and "Proposal", copies of which are attached hereto as Appendix A and by reference incorporated herein.

II. The County shall pay the Vendor for those products obtained pursuant hereto those prices set forth in Vendor's proposal (Appendix A), PROVIDED, however, that should any prices increase or decrease during the contract period, the vendor shall notify the Benton County Engineer in writing at least thirty (30) days prior to the effective change date. The County shall have the right to verify the prices charged to the Vendor for such products at the time of their delivery to the County by contacting the Vendor's major supplier.

III. Orders will be placed based on the location of the job and the location of the vendor's mixing plant facility and/or aggregate stockpiles, which will determine the cost to the County for hauling, in addition to the material cost. A vendor other than the low bidder may be used depending upon the availability of the product required by the County.

IV. 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.

V. The Vendor shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, 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 Vendor or its sub-vendors or their property upon or in the proximity of the property of the County. PROVIDED, that the Vendor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

In any and all claims against the County, its officers, officials, employees and agents by any employee of the Vendor, sub-vendor, 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 Vendor or sub-vendor under Workers Compensation acts, disability benefit acts, or other

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employee benefit acts, it being clearly agreed and understood by the parties hereto that the Vendor expressly waives any immunity the Vendor might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the Vendor 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 Vendor makes with any sub-vendor or agent performing work hereunder. Vendor's obligations under this Section V. shall survive termination and expiration of this Contract.**

The vendor'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 Vendor, the Vendor's employees, agents or sub-vendors.

VI. 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.

VII. Upon thirty (30) days prior notice in writing to the Vendor, the County may terminate this contract for any reason. Upon termination, the County will make payment in full in accordance with the terms of this contract.

VIII. This agreement begins July 1, 2024 and expires June 30, 2025.

IN WITNESS WHEREOF, the said Vendor has executed this agreement, and the Board of County Commissioners of Benton County, Washington, has caused this instrument to be executed by and in the name of the County the day and year first above written.

VENDOR: Central Washington Asphalt, Inc.

DocuSigned by:

by:_____
DB9DFC8FC7F049C...

Title: Regional Manager

Date: 4/22/2024

COUNTY OF BENTON:

by:_____
Chairman or Chairman Pro-Tem,
Board of Benton County Commissioners

ATTEST:

_____
Clerk of the Board

Date_____

APPROVED AS TO FORM:

DocuSigned by:

_____
D9A9308B67BB475...
LeeAnn Holt, Deputy Prosecuting Attorney

Date 4/22/2024

DocuSign Envelope ID: EF311FB0-852F-4030-AF9F-408727067593

APPENDIX A

REQUEST FOR BID

and

PROPOSAL

DocuSign Envelope ID: EF311FB0-852F-4030-AF9F-408727067593

OFFICE OF THE BENTON COUNTY ENGINEER
BENTON COUNTY, WASHINGTON

REQUEST FOR BIDS

BIDS FOR: CB24-04 FURNISHING ROAD SURFACING MATERIALS.

BIDS RECEIVED: **THURSDAY, MARCH 28, 2024**, AT **11:00 A.M.**, AT THE BENTON COUNTY PUBLIC SERVICES BUILDING, 102206 E. WISER PARKWAY, KENNEWICK, WASHINGTON 99338. **NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME.**

BIDS OPENED: **THURSDAY, MARCH 28, 2024**, AT **11:00 A.M.**, IN THE PUBLIC SERVICES BUILDING CONFERENCE ROOM, 102206 E. WISER PARKWAY, KENNEWICK, WASHINGTON.

1. INSTRUCTIONS:

Please state hereon, in the columns provided in the Proposal, the lowest price at which you will provide the articles specified. If you cannot supply one of the products requested in the proposal, please put N/A in the bid price line. Unsigned Proposals will not be considered.

The Proposal shall be placed in a sealed envelope marked **"BIDS – ROAD SURFACING MATERIALS"** and delivered to Benton County Public Services Building at the location, date and time stated above. Bid proposals shall be considered final at the time and date for receiving bids. The County will not accept any changes for any reason, including bidding errors. Use of the enclosed Proposal form is required. Only bids submitted on the official form will be considered. The bid shall not contain any unauthorized additions, deletions, alternate bids, or conditions.

2. AWARD OF CONTRACT

The right is reserved by the Board of Benton County Commissioners to reject any or all quotes, to waive informalities in the bidding, and to make award of the business based on a fair appraisal of the competitive values offered and delivery time. The Board will not be bound necessarily by the low quote.

> NOTE: This document and the materials enclosed herewith constitute an invitation to submit bids only and does not represent an offer by Benton County or the Benton County Engineer. Proposals submitted in response hereto shall constitute offers to contract with Benton County. Only upon the County's acceptance of such offer by award as provided herein, shall any contractual relations be created.

Should any discrepancies or omissions be found in the bid specifications, or doubt as to its meaning, bidder shall at once notify Danica Hope by telephone (509)783-1310 ext. 5665 or by email at procurement@co.benton.wa.us. Written instructions or addenda as required will be sent to all interested parties. All addenda issued shall be incorporated into the contract. The County shall not be held responsible for oral interpretations. Questions received less than forty-eight (48) hours before bid opening cannot be answered.

3. EXECUTION OF CONTRACT:

Successful bidder will be required to enter a formal contract substantially similar to Exhibit A attached.

DocuSign Envelope ID: EF311FB0-852F-4030-AF9F-408727067593

4. PROPOSED PURCHASE:

Conforming to the requirements of the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, 2024 edition, the purchase contemplated is set forth as follows:

Furnishing HOT MIX ASPHALT (HMA), ASPHALT FOR TACK COAT, CRUSHED SURFACING BASE COURSE, CRUSHED SURFACING TOP COURSE, CHIPS, HFE-150, FOG SEAL MATERIAL, and CRS-2P as required by the Benton County Public Works Department during the period from **July 1, 2024**, through **June 30, 2025**.

The prices listed shall be the bidder's current bid prices. If prices increase or decrease during the contract period, the vendor shall notify the Benton County Engineer in writing at least thirty (30) days prior to the effective change date. The notice shall include verifiable justification for price increases.

The County will give the vendors advanced notice of estimated quantities needed and will endeavor to place orders forty-eight (48) hours prior to required delivery, except in emergencies.

The County may not be able to take continuous production depending on truck availability and travel distance. Every effort will be made to cooperate with vendor's scheduling requirements.

Pursuant to RCW 36.32.256, the County reserves the right to award the contract to more than one bidder, and to purchase material from a vendor other than the lowest bidder based upon the overall cost to the County. To determine the overall cost of a product to the County, the County will take its employees' hourly rate plus the hourly rate of the vehicle used to haul, times the anticipated haul time to and from the project site plus the cost of the material. This calculation shall be used to compare each vendor on each project. The lowest overall cost to the County will determine which vendor to purchase the product from for each project.

Address list of bidder's facilities:

_____

_____

_____

5. TAX PROVISIONS:

Washington State sales taxes will not be considered a part of the unit price. State sales tax will be added as a separate item on the invoice for each purchase.

Approved as to form:

DocuSigned by:
LeeAnn Holt
D9A9308B87BB475...

LeeAnn Holt, Deputy Prosecuting Attorney

Date 2/28/2024

DocuSign Envelope ID: EF311FB0-852F-4030-AF9F-408727067593

P R O P O S A L

ROAD SURFACING MATERIALS

VENDOR NAME: _____

The undersigned hereby certifies that they have read the requirements and thoroughly understands the same and proposes as follows:

ITEM NO.	DESCRIPTION	PRICE PER TON/GAL. F.O.B. AT VENDOR'S PLANT
1	HMA CLASS 3/8”	$_____/Ton
2	HMA CLASS 1/2”	$_____/Ton
3	ASPHALT FOR TACK COAT (CSS-1)	$_____/Ton
4	CRUSHED SURFACING BASE COURSE 1”-	$_____/Ton
5	CRUSHED SURFACING TOP COURSE 5/8”-	$_____/Ton
6	Chips 3/8 - #10	$_____/Ton
7	Chips 1/4 ”	$_____/Ton
8	HFE – 150 (see spec attached)	$_____/Ton
9	Fog Seal Material (see spec attached)	$_____/Ton
10	CRS-2P	$_____/Ton

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

DocuSign Envelope ID: EF311FB0-852F-4030-AF9F-408727067593

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap.

NON-COLLUSION DECLARATION

I hereby declare, under penalty of perjury under the laws of the United States that the following statement is true and correct:

That the undersigned person(s), vendor, 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.

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR'S EMPLOYMENT SECURITY DEPARTMENT NO. _____

DATED this _____ day of _____, 2024.

VENDOR NAME: _____

_____ SIGNATURE OF AUTHORIZED OFFICIAL

_____ PRINT NAME AND TITLE

ADDRESS OF BIDDER: _____

TELEPHONE NO.: (____)_____ EMAIL:_____

~PROPOSAL MUST BE SIGNED~

DocuSign Envelope ID: EF311FB0-852F-4030-AF9F-408727067593

EXHIBIT A

SUPPLY CONTRACT
ROAD SURFACING MATERIALS

July 1, 2024 to June 30, 2025

THIS AGREEMENT, made and entered into this_____day of_____, 2024, between the COUNTY OF BENTON, State of Washington, acting through the Board of County Commissioners, under and by virtue of RCW 36, hereinafter called "the County", and
_____, hereinafter called "the Vendor".

WITNESSETH:

That, in consideration of the payments, covenants, and agreements hereinafter mentioned and attached, and made a part of this agreement, to be made and performed by the parties hereto; the parties hereto covenant and agree as follows:

I. The Vendor shall provide to the County, and the County shall obtain from the Vendor those surfacing material products described and set forth in the "Request for Bids" and "Proposal", copies of which are attached hereto as Appendix A and by reference incorporated herein.

II. The County shall pay the Vendor for those products obtained pursuant hereto those prices set forth in Vendor's proposal (Appendix A), PROVIDED, however, that should any prices increase or decrease during the contract period, the vendor shall notify the Benton County Engineer in writing at least thirty (30) days prior to the effective change date. The County shall have the right to verify the prices charged to the Vendor for such products at the time of their delivery to the County by contacting the Vendor's major supplier.

III. Orders will be placed based on the location of the job and the location of the vendor's mixing plant facility and/or aggregate stockpiles, which will determine the cost to the County for hauling, in addition to the material cost. A vendor other than the low bidder may be used depending upon the availability of the product required by the County.

IV. 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.

V. The Vendor shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, 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 Vendor or its sub-vendors or their property upon or in the proximity of the property of the County. PROVIDED, that the Vendor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

In any and all claims against the County, its officers, officials, employees and agents by any employee of the Vendor, sub-vendor, anyone directly or indirectly employed by any of them, or anyone

INFORMATIONAL COPY

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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 Vendor or sub-vendor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Vendor expressly waives any immunity the Vendor might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the Vendor 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 Vendor makes with any sub-vendor or agent performing work hereunder. Vendor's obligations under this Section V. shall survive termination and expiration of this Contract.**

The vendor'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 Vendor, the Vendor's employees, agents or sub-vendors.

VI. 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.

VII. Upon thirty (30) days prior notice in writing to the Vendor, the County may terminate this contract for any reason. Upon termination, the County will make payment in full in accordance with the terms of this contract.

VIII. This agreement begins July 1, 2024 and expires June 30, 2025.

IN WITNESS WHEREOF, the said Vendor has executed this agreement, and the Board of County Commissioners of Benton County, Washington, has caused this instrument to be executed by and in the name of the County the day and year first above written.

INFORMATIONAL COPY

VENDOR:

by:_____

Title:_____

Date:_____

COUNTY OF BENTON:

by:_____
Chairman,
Board of Benton County Commissioners

ATTEST:

_____
Clerk of the Board

Date_____

APPROVED AS TO FORM:

_____
LeeAnn Holt, Deputy Prosecuting Attorney

Date_____

DocuSign Envelope ID: EF311FB0-852F-4030-AF9F-408727067593

"Quickseal" Emulsified Asphalt Fog Oil Specifications

"Quickseal" is a low viscosity, ready to use emulsion, intended as a fast breaking fog seal and tacking material to be spray-applied on asphalt pavement surfaces, quickly leaving a hard asphalt seal; resistant to pickup and tracking under automobile tires.

This material must be stable for use. Product as shipped from the supplier is ready to use with no dilution. For application rate ranges, application temperatures, and product handling, refer to manufacturer's guidelines.

Final product acceptance is based on field performance (return to traffic expected in under 1 hour when applied as per manufacturer's recommendations).

The "Quickseal" as delivered will meet the following specifications:

	AASHTO Test Method		
Sieve Test, % (a)	T 59		0.3 max
Particle charge test	T 59		positive
Demulsibility 35 ml 0.8% sodium dioctyl sulfosuccinate, %[a]	T 59		25 min
Distillation:			
Residue by distillation @ 260 C (500°F)	T 59		32.5 min
Penetration @ 25 C (77°F)	T 49	30 min	100 max

(a) This test requirement on representative samples is waived if successful application of the material has been achieved in the field.

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Asphalt Emulsion HFE-150 Specifications

Test on Emulsion		**Minimum**	**Maximum**
- Viscosity @ 122 Degree F SFS	T59	50	400
- Sieve test %,	T59	--	0.1
Distillation:			
- Oil Distillate by volume of emulsion %	T59	--	5
- Residue %	T59	65	--
Tests on the Residue from Distillation:			
- Penetration 77 Degrees F, 100g, 5s	T49	150	300
- Float at 140 Degrees F., sec.,		1200	--

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DocuSign Envelope ID: A0CC141F-FF52-4B65-9128-72AB946453F8

PROPOSAL

ROAD SURFACING MATERIALS

VENDOR NAME: Central Washington Asphalt, Inc.

The undersigned hereby certifies that they have read the requirements and thoroughly understands the same and proposes as follows:

ITEM NO.	DESCRIPTION	PRICE PER TON/GAL. F.O.B. AT VENDOR'S PLANT
1	HMA CLASS 3/8"	$ N/A /Ton
2	HMA CLASS 1/2"	$ N/A /Ton
3	ASPHALT FOR TACK COAT (CSS-1)	$ N/A /Ton
4	CRUSHED SURFACING BASE COURSE 1"-	$ 10.00 /Ton
5	CRUSHED SURFACING TOP COURSE 5/8"-	$ 10.00 /Ton
6	Chips 3/8 - #10	$ 20.00 /Ton
7	Chips 1/4 "	$ N/A /Ton
8	HFE – 150 (see spec attached)	$ N/A /Ton
9	Fog Seal Material (see spec attached)	$ N/A /Ton
10	CRS-2P	$ N/A /Ton

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

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DocuSign Envelope ID: A0CC141F-FF52-4B65-9128-72AB946453F8

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NON-COLLUSION DECLARATION

I hereby declare, under penalty of perjury under the laws of the United States that the following statement is true and correct:

That the undersigned person(s), vendor, 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.

CONTRACTOR'S REGISTRATION NO. CENTRWA181PG

CONTRACTOR'S EMPLOYMENT SECURITY DEPARTMENT NO. 511964-003

DATED this 28th day of March, 2024.

VENDOR NAME: Central Washington Asphalt, Inc.

SIGNATURE OF AUTHORIZED OFFICIAL

Darren Bender, Regional Manager
PRINT NAME AND TITLE

ADDRESS OF BIDDER: PO Box 939 Moses Lake, WA 98837

TELEPHONE NO.: (509) 765-5757 EMAIL: pampjr@cwainc.us

~PROPOSAL MUST BE SIGNED~

DocuSign Envelope ID: EF311FB0-852F-4030-AF9F-408727067593
DocuSign Envelope ID: A0CC141F-FF52-4B65-9128-72AB946453F8

OFFICE OF THE BENTON COUNTY ENGINEER
BENTON COUNTY, WASHINGTON

REQUEST FOR BIDS

BIDS FOR:	CB24-04 FURNISHING ROAD SURFACING MATERIALS.
BIDS RECEIVED:	THURSDAY, MARCH 28, 2024, AT **11:00 A.M.**, AT THE BENTON COUNTY PUBLIC SERVICES BUILDING, 102206 E. WISER PARKWAY, KENNEWICK, WASHINGTON 99338. **NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME.**
BIDS OPENED:	THURSDAY, MARCH 28, 2024, AT **11:00 A.M.**, IN THE PUBLIC SERVICES BUILDING CONFERENCE ROOM, 102206 E. WISER PARKWAY, KENNEWICK, WASHINGTON.

1. INSTRUCTIONS:

Please state hereon, in the columns provided in the Proposal, the lowest price at which you will provide the articles specified. If you cannot supply one of the products requested in the proposal, please put N/A in the bid price line. Unsigned Proposals will not be considered.

The Proposal shall be placed in a sealed envelope marked **"BIDS – ROAD SURFACING MATERIALS"** and delivered to Benton County Public Services Building at the location, date and time stated above. Bid proposals shall be considered final at the time and date for receiving bids. The County will not accept any changes for any reason, including bidding errors. Use of the enclosed Proposal form is required. Only bids submitted on the official form will be considered. The bid shall not contain any unauthorized additions, deletions, alternate bids, or conditions.

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> NOTE: This document and the materials enclosed herewith constitute an invitation to submit bids only and does not represent an offer by Benton County or the Benton County Engineer. Proposals submitted in response hereto shall constitute offers to contract with Benton County. Only upon the County's acceptance of such offer by award as provided herein, shall any contractual relations be created.

Should any discrepancies or omissions be found in the bid specifications, or doubt as to its meaning, bidder shall at once notify Danica Hope by telephone (509)783-1310 ext. 5665 or by email at procurement@co.benton.wa.us. Written instructions or addenda as required will be sent to all interested parties. All addenda issued shall be incorporated into the contract. The County shall not be held responsible for oral interpretations. Questions received less than forty-eight (48) hours before bid opening cannot be answered.

3. EXECUTION OF CONTRACT:

Successful bidder will be required to enter a formal contract substantially similar to Exhibit A attached.

DocuSign Envelope ID: EF311FB0-852F-4030-AF9F-408727067593

DocuSign Envelope ID: A0CC141F-FF52-4B65-9128-72AB946453F8

4. PROPOSED PURCHASE:

Conforming to the requirements of the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, 2024 edition, the purchase contemplated is set forth as follows:

Furnishing HOT MIX ASPHALT (HMA), ASPHALT FOR TACK COAT, CRUSHED SURFACING BASE COURSE, CRUSHED SURFACING TOP COURSE, CHIPS, HFE-150, FOG SEAL MATERIAL, and CRS-2P as required by the Benton County Public Works Department during the period from **July 1, 2024**, through **June 30, 2025**.

The prices listed shall be the bidder's current bid prices. If prices increase or decrease during the contract period, the vendor shall notify the Benton County Engineer in writing at least thirty (30) days prior to the effective change date. The notice shall include verifiable justification for price increases.

The County will give the vendors advanced notice of estimated quantities needed and will endeavor to place orders forty-eight (48) hours prior to required delivery, except in emergencies.

The County may not be able to take continuous production depending on truck availability and travel distance. Every effort will be made to cooperate with vendor's scheduling requirements.

Pursuant to RCW 36.32.256, the County reserves the right to award the contract to more than one bidder, and to purchase material from a vendor other than the lowest bidder based upon the overall cost to the County. To determine the overall cost of a product to the County, the County will take its employees' hourly rate plus the hourly rate of the vehicle used to haul, times the anticipated haul time to and from the project site plus the cost of the material. This calculation shall be used to compare each vendor on each project. The lowest overall cost to the County will determine which vendor to purchase the product from for each project.

Address list of bidder's facilities:

Central Washington Asphalt, Inc.

16004 E. Field Road

Benton City, WA 99320

5. TAX PROVISIONS:

Washington State sales taxes will not be considered a part of the unit price. State sales tax will be added as a separate item on the invoice for each purchase.

Approved as to form:

LeeAnn Holt, Deputy Prosecuting Attorney

Date 2/28/2024

DocuSign Envelope ID: 38A43F10-965F-4D39-B6C0-22B35BB3E054

SUPPLY CONTRACT
ROAD SURFACING MATERIALS
July 1, 2024 to June 30, 2025

THIS AGREEMENT, made and entered into this 14 day of May, 2024, between the COUNTY OF BENTON, State of Washington, acting through the Board of County Commissioners, under and by virtue of RCW 36, hereinafter called "the County", and **ERGON ASPHALT & EMULSIONS, INC.**, hereinafter called "the Vendor".

WITNESSETH:

That, in consideration of the payments, covenants, and agreements hereinafter mentioned and attached, and made a part of this agreement, to be made and performed by the parties hereto; the parties hereto covenant and agree as follows:

I. The Vendor shall provide to the County, and the County shall obtain from the Vendor those surfacing material products described and set forth in the "Request for Bids" and "Proposal", copies of which are attached hereto as Appendix A and by reference incorporated herein.

II. The County shall pay the Vendor for those products obtained pursuant hereto those prices set forth in Vendor's proposal (Appendix A), PROVIDED, however, that should any prices increase or decrease during the contract period, the vendor shall notify the Benton County Engineer in writing at least thirty (30) days prior to the effective change date. The County shall have the right to verify the prices charged to the Vendor for such products at the time of their delivery to the County by contacting the Vendor's major supplier.

III. Orders will be placed based on the location of the job and the location of the vendor's mixing plant facility and/or aggregate stockpiles, which will determine the cost to the County for hauling, in addition to the material cost. A vendor other than the low bidder may be used depending upon the availability of the product required by the County.

IV. 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.

V. The Vendor shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, 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 Vendor or its sub-vendors or their property upon or in the proximity of the property of the County. PROVIDED, that the Vendor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

In any and all claims against the County, its officers, officials, employees and agents by any employee of the Vendor, sub-vendor, 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 Vendor or sub-vendor under Workers Compensation acts, disability benefit acts, or other

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employee benefit acts, it being clearly agreed and understood by the parties hereto that the Vendor expressly waives any immunity the Vendor might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the Vendor 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 Vendor makes with any sub-vendor or agent performing work hereunder. Vendor's obligations under this Section V. shall survive termination and expiration of this Contract.**

The vendor'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 Vendor, the Vendor's employees, agents or sub-vendors.

VI. 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.

VII. Upon thirty (30) days prior notice in writing to the Vendor, the County may terminate this contract for any reason. Upon termination, the County will make payment in full in accordance with the terms of this contract.

VIII. This agreement begins July 1, 2024 and expires June 30, 2025.

IN WITNESS WHEREOF, the said Vendor has executed this agreement, and the Board of County Commissioners of Benton County, Washington, has caused this instrument to be executed by and in the name of the County the day and year first above written.

VENDOR: Ergon Asphalt & Emulsions, Inc.

DocuSigned by:
by: Stan Brogdon
BB70519A28314CC...

Title: Area Sales Manager

Date: 4/22/2024

COUNTY OF BENTON:

by:_____
Chairman or Chairman Pro-Tem,
Board of Benton County Commissioners

ATTEST:

_____
Clerk of the Board

Date_____

APPROVED AS TO FORM:

DocuSigned by:
LeeAnn Holt
D9A9308B67BB475...
LeeAnn Holt, Deputy Prosecuting Attorney

Date 4/17/2024

DocuSign Envelope ID: 38A43F10-965F-4D39-B6C0-22B35BB3E054

APPENDIX A

REQUEST FOR BID

and

PROPOSAL

DocuSign Envelope ID: 38A43F10-965F-4D39-B6C0-22B35BB3E054

OFFICE OF THE BENTON COUNTY ENGINEER
BENTON COUNTY, WASHINGTON

REQUEST FOR BIDS

BIDS FOR: CB24-04 FURNISHING ROAD SURFACING MATERIALS.

BIDS RECEIVED: **THURSDAY, MARCH 28, 2024**, AT **11:00 A.M.**, AT THE BENTON COUNTY PUBLIC SERVICES BUILDING, 102206 E. WISER PARKWAY, KENNEWICK, WASHINGTON 99338. **NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME.**

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The right is reserved by the Board of Benton County Commissioners to reject any or all quotes, to waive informalities in the bidding, and to make award of the business based on a fair appraisal of the competitive values offered and delivery time. The Board will not be bound necessarily by the low quote.

> NOTE: This document and the materials enclosed herewith constitute an invitation to submit bids only and does not represent an offer by Benton County or the Benton County Engineer. Proposals submitted in response hereto shall constitute offers to contract with Benton County. Only upon the County's acceptance of such offer by award as provided herein, shall any contractual relations be created.

Should any discrepancies or omissions be found in the bid specifications, or doubt as to its meaning, bidder shall at once notify Danica Hope by telephone (509)783-1310 ext. 5665 or by email at procurement@co.benton.wa.us. Written instructions or addenda as required will be sent to all interested parties. All addenda issued shall be incorporated into the contract. The County shall not be held responsible for oral interpretations. Questions received less than forty-eight (48) hours before bid opening cannot be answered.

3. EXECUTION OF CONTRACT:

Successful bidder will be required to enter a formal contract substantially similar to Exhibit A attached.

DocuSign Envelope ID: 38A43F10-965F-4D39-B6C0-22B35BB3E054

4. PROPOSED PURCHASE:

Conforming to the requirements of the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, 2024 edition, the purchase contemplated is set forth as follows:

Furnishing HOT MIX ASPHALT (HMA), ASPHALT FOR TACK COAT, CRUSHED SURFACING BASE COURSE, CRUSHED SURFACING TOP COURSE, CHIPS, HFE-150, FOG SEAL MATERIAL, and CRS-2P as required by the Benton County Public Works Department during the period from **July 1, 2024**, through **June 30, 2025**.

The prices listed shall be the bidder's current bid prices. If prices increase or decrease during the contract period, the vendor shall notify the Benton County Engineer in writing at least thirty (30) days prior to the effective change date. The notice shall include verifiable justification for price increases.

The County will give the vendors advanced notice of estimated quantities needed and will endeavor to place orders forty-eight (48) hours prior to required delivery, except in emergencies.

The County may not be able to take continuous production depending on truck availability and travel distance. Every effort will be made to cooperate with vendor's scheduling requirements.

Pursuant to RCW 36.32.256, the County reserves the right to award the contract to more than one bidder, and to purchase material from a vendor other than the lowest bidder based upon the overall cost to the County. To determine the overall cost of a product to the County, the County will take its employees' hourly rate plus the hourly rate of the vehicle used to haul, times the anticipated haul time to and from the project site plus the cost of the material. This calculation shall be used to compare each vendor on each project. The lowest overall cost to the County will determine which vendor to purchase the product from for each project.

Address list of bidder's facilities:

_____

_____

_____

5. TAX PROVISIONS:

Washington State sales taxes will not be considered a part of the unit price. State sales tax will be added as a separate item on the invoice for each purchase.

Approved as to form:

DocuSigned by:
LeeAnn Holt
D9A9308B87BB475...

LeeAnn Holt, Deputy Prosecuting Attorney

Date 2/28/2024

DocuSign Envelope ID: 38A43F10-965F-4D39-B6C0-22B35BB3E054

P R O P O S A L

ROAD SURFACING MATERIALS

VENDOR NAME: _____

The undersigned hereby certifies that they have read the requirements and thoroughly understands the same and proposes as follows:

ITEM NO.	DESCRIPTION	PRICE PER TON/GAL. F.O.B. AT VENDOR'S PLANT
1	HMA CLASS 3/8”	$_____/Ton
2	HMA CLASS 1/2”	$_____/Ton
3	ASPHALT FOR TACK COAT (CSS-1)	$_____/Ton
4	CRUSHED SURFACING BASE COURSE 1”-	$_____/Ton
5	CRUSHED SURFACING TOP COURSE 5/8”-	$_____/Ton
6	Chips 3/8 - #10	$_____/Ton
7	Chips 1/4 ”	$_____/Ton
8	HFE – 150 (see spec attached)	$_____/Ton
9	Fog Seal Material (see spec attached)	$_____/Ton
10	CRS-2P	$_____/Ton

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

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It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap.

NON-COLLUSION DECLARATION

I hereby declare, under penalty of perjury under the laws of the United States that the following statement is true and correct:

That the undersigned person(s), vendor, 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.

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR'S EMPLOYMENT SECURITY DEPARTMENT NO. _____

DATED this _____ day of _____, 2024.

VENDOR NAME: _____

_____ SIGNATURE OF AUTHORIZED OFFICIAL

_____ PRINT NAME AND TITLE

ADDRESS OF BIDDER: _____

TELEPHONE NO.: (____)_____ EMAIL:_____

~PROPOSAL MUST BE SIGNED~

DocuSign Envelope ID: 38A43F10-965F-4D39-B6C0-22B35BB3E054

EXHIBIT A

SUPPLY CONTRACT
ROAD SURFACING MATERIALS

July 1, 2024 to June 30, 2025

THIS AGREEMENT, made and entered into this_____day of_____, 2024, between the COUNTY OF BENTON, State of Washington, acting through the Board of County Commissioners, under and by virtue of RCW 36, hereinafter called "the County", and
_____, hereinafter called "the Vendor".

WITNESSETH:

That, in consideration of the payments, covenants, and agreements hereinafter mentioned and attached, and made a part of this agreement, to be made and performed by the parties hereto; the parties hereto covenant and agree as follows:

I. The Vendor shall provide to the County, and the County shall obtain from the Vendor those surfacing material products described and set forth in the "Request for Bids" and "Proposal", copies of which are attached hereto as Appendix A and by reference incorporated herein.

II. The County shall pay the Vendor for those products obtained pursuant hereto those prices set forth in Vendor's proposal (Appendix A), PROVIDED, however, that should any prices increase or decrease during the contract period, the vendor shall notify the Benton County Engineer in writing at least thirty (30) days prior to the effective change date. The County shall have the right to verify the prices charged to the Vendor for such products at the time of their delivery to the County by contacting the Vendor's major supplier.

III. Orders will be placed based on the location of the job and the location of the vendor's mixing plant facility and/or aggregate stockpiles, which will determine the cost to the County for hauling, in addition to the material cost. A vendor other than the low bidder may be used depending upon the availability of the product required by the County.

IV. 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.

V. The Vendor shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, 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 Vendor or its sub-vendors or their property upon or in the proximity of the property of the County. PROVIDED, that the Vendor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

In any and all claims against the County, its officers, officials, employees and agents by any employee of the Vendor, sub-vendor, anyone directly or indirectly employed by any of them, or anyone

INFORMATIONAL COPY

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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 Vendor or sub-vendor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Vendor expressly waives any immunity the Vendor might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the Vendor 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 Vendor makes with any sub-vendor or agent performing work hereunder. Vendor's obligations under this Section V. shall survive termination and expiration of this Contract.**

The vendor'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 Vendor, the Vendor's employees, agents or sub-vendors.

VI. 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.

VII. Upon thirty (30) days prior notice in writing to the Vendor, the County may terminate this contract for any reason. Upon termination, the County will make payment in full in accordance with the terms of this contract.

VIII. This agreement begins July 1, 2024 and expires June 30, 2025.

IN WITNESS WHEREOF, the said Vendor has executed this agreement, and the Board of County Commissioners of Benton County, Washington, has caused this instrument to be executed by and in the name of the County the day and year first above written.

INFORMATIONAL COPY

VENDOR:

by:_____

Title:_____

Date:_____

COUNTY OF BENTON:

by:_____
Chairman,
Board of Benton County Commissioners

ATTEST:

_____
Clerk of the Board

Date_____

APPROVED AS TO FORM:

_____
LeeAnn Holt, Deputy Prosecuting Attorney

Date_____

DocuSign Envelope ID: 38A43F10-965F-4D39-B6C0-22B35BB3E054

"Quickseal" Emulsified Asphalt Fog Oil Specifications

"Quickseal" is a low viscosity, ready to use emulsion, intended as a fast breaking fog seal and tacking material to be spray-applied on asphalt pavement surfaces, quickly leaving a hard asphalt seal; resistant to pickup and tracking under automobile tires.

This material must be stable for use. Product as shipped from the supplier is ready to use with no dilution. For application rate ranges, application temperatures, and product handling, refer to manufacturer's guidelines.

Final product acceptance is based on field performance (return to traffic expected in under 1 hour when applied as per manufacturer's recommendations).

The "Quickseal" as delivered will meet the following specifications:

	AASHTO Test Method		
Sieve Test, % (a)	T 59		0.3 max
Particle charge test	T 59		positive
Demulsibility 35 ml 0.8% sodium dioctyl sulfosuccinate, %[a]	T 59		25 min
Distillation:			
Residue by distillation @ 260 C (500°F)	T 59		32.5 min
Penetration @ 25 C (77°F)	T 49	30 min	100 max

(a) This test requirement on representative samples is waived if successful application of the material has been achieved in the field.

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Asphalt Emulsion HFE-150 Specifications

Test on Emulsion		**Minimum**	**Maximum**
- Viscosity @ 122 Degree F SFS	T59	50	400
- Sieve test %,	T59	--	0.1
Distillation:			
- Oil Distillate by volume of emulsion %	T59	--	5
- Residue %	T59	65	--
Tests on the Residue from Distillation:			
- Penetration 77 Degrees F, 100g, 5s	T49	150	300
- Float at 140 Degrees F., sec.,		1200	--

DocuSign Envelope ID: 38A43F10-965F-4D39-B6C0-22B35BB3E054

PROPOSAL

ROAD SURFACING MATERIALS

VENDOR NAME: ERGON ASPHALT & EMULSIONS

The undersigned hereby certifies that they have read the requirements and thoroughly understands the same and proposes as follows:

ITEM NO.	DESCRIPTION	PRICE PER TON/GAL. F.O.B. AT VENDOR'S PLANT
1	HMA CLASS 3/8"	$ N/A /Ton
2	HMA CLASS 1/2"	$ N/A /Ton
3	ASPHALT FOR TACK COAT (CSS-1)	$ N/A /Ton
4	CRUSHED SURFACING BASE COURSE 1"-	$ N/A /Ton
5	CRUSHED SURFACING TOP COURSE 5/8"-	$ N/A /Ton
6	Chips 3/8 - #10	$ N/A /Ton
7	Chips 1/4 "	$ N/A /Ton
8	HFE – 150 (see spec attached)	$ 625.00 /Ton
9	Fog Seal Material (see spec attached)	$ 460.00 /Ton
10	CRS-2P	$ 625.00 /Ton

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

DocuSign Envelope ID: 38A43F10-965F-4D39-B6C0-22B35BB3E054

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap.

NON-COLLUSION DECLARATION

I hereby declare, under penalty of perjury under the laws of the United States that the following statement is true and correct:

That the undersigned person(s), vendor, 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.

CONTRACTOR'S REGISTRATION NO. 604 595 326

CONTRACTOR'S EMPLOYMENT SECURITY DEPARTMENT NO. 864884003

DATED this 25TH day of MARCH, 2024.

VENDOR NAME: ERGON ASPHALT & EMULSIONS

SIGNATURE OF AUTHORIZED OFFICIAL

STAN BROGDON AREA SALES MANAGER
PRINT NAME AND TITLE

ADDRESS OF BIDDER: 3152 SELPH LANDING RD., PASCO, WA 99301

TELEPHONE NO.: (509) 545-9864 EMAIL: STAN.BROGDON@ERGON.COM

~PROPOSAL MUST BE SIGNED~

DocuSign Envelope ID: 38A43F10-965F-4D39-B6C0-22B35BB3E054

EXHIBIT A

SUPPLY CONTRACT
ROAD SURFACING MATERIALS

July 1, 2024 to June 30, 2025

THIS AGREEMENT, made and entered into this_____day of_____, 2024, between the COUNTY OF BENTON, State of Washington, acting through the Board of County Commissioners, under and by virtue of RCW 36, hereinafter called "the County", and
_____, hereinafter called "the Vendor".

WITNESSETH:
That, in consideration of the payments, covenants, and agreements hereinafter mentioned and attached, and made a part of this agreement, to be made and performed by the parties hereto; the parties hereto covenant and agree as follows:

I. The Vendor shall provide to the County, and the County shall obtain from the Vendor those surfacing material products described and set forth in the "Request for Bids" and "Proposal", copies of which are attached hereto as Appendix A and by reference incorporated herein.

II. The County shall pay the Vendor for those products obtained pursuant hereto those prices set forth in Vendor's proposal (Appendix A), PROVIDED, however, that should any prices increase or decrease during the contract period, the vendor shall notify the Benton County Engineer in writing at least thirty (30) days prior to the effective change date. The County shall have the right to verify the prices charged to the Vendor for such products at the time of their delivery to the County by contacting the Vendor's major supplier.

III. Orders will be placed based on the location of the job and the location of the vendor's mixing plant facility and/or aggregate stockpiles, which will determine the cost to the County for hauling, in addition to the material cost. A vendor other than the low bidder may be used depending upon the availability of the product required by the County.

IV. 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.

V. The Vendor shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, 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 Vendor or its sub-vendors or their property upon or in the proximity of the property of the County. PROVIDED, that the Vendor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

In any and all claims against the County, its officers, officials, employees and agents by any employee of the Vendor, sub-vendor, anyone directly or indirectly employed by any of them, or anyone

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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 Vendor or sub-vendor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Vendor expressly waives any immunity the Vendor might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the Vendor 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 Vendor makes with any sub-vendor or agent performing work hereunder. Vendor's obligations under this Section V. shall survive termination and expiration of this Contract.**

The vendor'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 Vendor, the Vendor's employees, agents or sub-vendors.

VI. 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.

VII. Upon thirty (30) days prior notice in writing to the Vendor, the County may terminate this contract for any reason. Upon termination, the County will make payment in full in accordance with the terms of this contract.

VIII. This agreement begins July 1, 2024 and expires June 30, 2025.

IN WITNESS WHEREOF, the said Vendor has executed this agreement, and the Board of County Commissioners of Benton County, Washington, has caused this instrument to be executed by and in the name of the County the day and year first above written.

VENDOR:

by:_____

Title:_____

Date:_____

COUNTY OF BENTON:

by:_____
Chairman,
Board of Benton County Commissioners

ATTEST:

_____
Clerk of the Board

Date_____

APPROVED AS TO FORM:

_____
LeeAnn Holt, Deputy Prosecuting Attorney

Date_____

DocuSign Envelope ID: 38A43F10-965F-4D39-B6C0-22B35BB3E054

"Quickseal" Emulsified Asphalt Fog Oil Specifications

"Quickseal" is a low viscosity, ready to use emulsion, intended as a fast breaking fog seal and tacking material to be spray-applied on asphalt pavement surfaces, quickly leaving a hard asphalt seal; resistant to pickup and tracking under automobile tires.

This material must be stable for use. Product as shipped from the supplier is ready to use with no dilution. For application rate ranges, application temperatures, and product handling, refer to manufacturer's guidelines.

Final product acceptance is based on field performance (return to traffic expected in under 1 hour when applied as per manufacturer's recommendations).

The "Quickseal" as delivered will meet the following specifications:

	AASHTO Test Method		
Sieve Test, % (a)	T 59		0.3 max
Particle charge test	T 59		positive
Demulsibility 35 ml 0.8% sodium dioctyl sulfosuccinate, %[a]	T 59		25 min
Distillation:			
Residue by distillation @ 260 C (500°F)	T 59		32.5 min
Penetration @ 25 C (77°F)	T 49	30 min	100 max

(a) This test requirement on representative samples is waived if successful application of the material has been achieved in the field.

DocuSign Envelope ID: 38A43F10-965F-4D39-B6C0-22B35BB3E054

Asphalt Emulsion HFE-150 Specifications

Test on Emulsion		**Minimum**	**Maximum**
- Viscosity @ 122 Degree F SFS	T59	50	400
- Sieve test %,	T59	--	0.1
Distillation:			
- Oil Distillate by volume of emulsion %	T59	--	5
- Residue %	T59	65	--
Tests on the Residue from Distillation:			
- Penetration 77 Degrees F, 100g, 5s	T49	150	300
- Float at 140 Degrees F., sec.,		1200	--

DocuSign Envelope ID: 38A43F10-965F-4D39-B6C0-22B35BB3E054

POWER OF ATTORNEY

Ergon Asphalt & Emulsions, Inc., a Mississippi Corporation, hereby nominates and appoints each of Evan Henninger, Sean Pellersels, Stan Brogdon, Josh Giudice, Hank Cuevas and Steve Van De Bogert, as its agent and attorney-in-fact with the authority and for the purpose of executing and delivering bid proposals and contracts and/or agreements in connection therewith for the supply of up to 20,000 tons and/or 5,000,000 gallons of asphalt materials per single bid for the States of Washington, Oregon, Montana, Idaho, Colorado, Wyoming, North Dakota, South Dakota and Nebraska for and on behalf of Ergon Asphalt & Emulsions, Inc.

The address of Ergon Asphalt & Emulsions, Inc.'s home office is 2829 Lakeland Drive, Flowood, Mississippi 39232.

This Power of Attorney shall remain in full force and effect from and after the effective date until December 31, 2024, or such earlier time as it may be revoked by action of the Board of Directors of Ergon Asphalt & Emulsions, Inc.

Effective as of January 1, 2024

ERGON ASPHALT & EMULSIONS, INC.

By: _____
Patrick Nation, President

STATE OF MISSISSIPPI
COUNTY OF RANKIN

Sworn to and subscribed before me this 8 day of February 2024, by Patrick Nation, President of Ergon Asphalt & Emulsions, Inc.

My commission expires: 9/9/2025

STATE OF MISSISSIPPI
CAROLYN F. LUDLAM
ID# 106613
NOTARY PUBLIC
Comm. Expires
Sept. 9, 2025
HINDS COUNTY

Carolyn F. Ludlam
Notary Public

DocuSign Envelope ID: 38A43F10-965F-4D39-B6C0-22B35BB3E054

OFFICE OF THE BENTON COUNTY ENGINEER
BENTON COUNTY, WASHINGTON

REQUEST FOR BIDS

BIDS FOR: CB24-04 FURNISHING ROAD SURFACING MATERIALS.

BIDS RECEIVED: **THURSDAY, MARCH 28, 2024,** AT **11:00 A.M.**, AT THE BENTON COUNTY PUBLIC SERVICES BUILDING, 102206 E. WISER PARKWAY, KENNEWICK, WASHINGTON 99338. **NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME.**

BIDS OPENED: **THURSDAY, MARCH 28, 2024,** AT **11:00 A.M.**, IN THE PUBLIC SERVICES BUILDING CONFERENCE ROOM, 102206 E. WISER PARKWAY, KENNEWICK, WASHINGTON.

1. INSTRUCTIONS:

Please state hereon, in the columns provided in the Proposal, the lowest price at which you will provide the articles specified. If you cannot supply one of the products requested in the proposal, please put N/A in the bid price line. Unsigned Proposals will not be considered.

The Proposal shall be placed in a sealed envelope marked **"BIDS – ROAD SURFACING MATERIALS"** and delivered to Benton County Public Services Building at the location, date and time stated above. Bid proposals shall be considered final at the time and date for receiving bids. The County will not accept any changes for any reason, including bidding errors. Use of the enclosed Proposal form is required. Only bids submitted on the official form will be considered. The bid shall not contain any unauthorized additions, deletions, alternate bids, or conditions.

2. AWARD OF CONTRACT

The right is reserved by the Board of Benton County Commissioners to reject any or all quotes, to waive informalities in the bidding, and to make award of the business based on a fair appraisal of the competitive values offered and delivery time. The Board will not be bound necessarily by the low quote.

> NOTE: This document and the materials enclosed herewith constitute an invitation to submit bids only and does not represent an offer by Benton County or the Benton County Engineer. Proposals submitted in response hereto shall constitute offers to contract with Benton County. Only upon the County's acceptance of such offer by award as provided herein, shall any contractual relations be created.

Should any discrepancies or omissions be found in the bid specifications, or doubt as to its meaning, bidder shall at once notify Danica Hope by telephone (509)783-1310 ext. 5665 or by email at procurement@co.benton.wa.us. Written instructions or addenda as required will be sent to all interested parties. All addenda issued shall be incorporated into the contract. The County shall not be held responsible for oral interpretations. Questions received less than forty-eight (48) hours before bid opening cannot be answered.

3. EXECUTION OF CONTRACT:

Successful bidder will be required to enter a formal contract substantially similar to Exhibit A attached.

DocuSign Envelope ID: 38A43F10-965F-4D39-B6C0-22B35BB3E054

4. PROPOSED PURCHASE:

Conforming to the requirements of the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, 2024 edition, the purchase contemplated is set forth as follows:

Furnishing HOT MIX ASPHALT (HMA), ASPHALT FOR TACK COAT, CRUSHED SURFACING BASE COURSE, CRUSHED SURFACING TOP COURSE, CHIPS, HFE-150, FOG SEAL MATERIAL, and CRS-2P as required by the Benton County Public Works Department during the period from **July 1, 2024,** through **June 30, 2025**.

The prices listed shall be the bidder's current bid prices. If prices increase or decrease during the contract period, the vendor shall notify the Benton County Engineer in writing at least thirty (30) days prior to the effective change date. The notice shall include verifiable justification for price increases.

The County will give the vendors advanced notice of estimated quantities needed and will endeavor to place orders forty-eight (48) hours prior to required delivery, except in emergencies.

The County may not be able to take continuous production depending on truck availability and travel distance. Every effort will be made to cooperate with vendor's scheduling requirements.

Pursuant to RCW 36.32.256, the County reserves the right to award the contract to more than one bidder, and to purchase material from a vendor other than the lowest bidder based upon the overall cost to the County. To determine the overall cost of a product to the County, the County will take its employees' hourly rate plus the hourly rate of the vehicle used to haul, times the anticipated haul time to and from the project site plus the cost of the material. This calculation shall be used to compare each vendor on each project. The lowest overall cost to the County will determine which vendor to purchase the product from for each project.

Address list of bidder's facilities:

3152 SELPH LANDING RD., PASCO, WA 99301

5. TAX PROVISIONS:

Washington State sales taxes will not be considered a part of the unit price. State sales tax will be added as a separate item on the invoice for each purchase.

Approved as to form:
DocuSigned by:
LeeAnn Holt
D9A9308867BB475...
LeeAnn Holt, Deputy Prosecuting Attorney

Date 2/28/2024

DocuSign Envelope ID: ED824313-C084-43FB-8094-941456056459

SUPPLY CONTRACT
ROAD SURFACING MATERIALS
July 1, 2024 to June 30, 2025

THIS AGREEMENT, made and entered into this 14 day of May, 2024, between the COUNTY OF BENTON, State of Washington, acting through the Board of County Commissioners, under and by virtue of RCW 36, hereinafter called "the County", and **O.L. LUTHER CO. INC.**, hereinafter called "the Vendor".

WITNESSETH:

That, in consideration of the payments, covenants, and agreements hereinafter mentioned and attached, and made a part of this agreement, to be made and performed by the parties hereto; the parties hereto covenant and agree as follows:

I. The Vendor shall provide to the County, and the County shall obtain from the Vendor those surfacing material products described and set forth in the "Request for Bids" and "Proposal", copies of which are attached hereto as Appendix A and by reference incorporated herein.

II. The County shall pay the Vendor for those products obtained pursuant hereto those prices set forth in Vendor's proposal (Appendix A), PROVIDED, however, that should any prices increase or decrease during the contract period, the vendor shall notify the Benton County Engineer in writing at least thirty (30) days prior to the effective change date. The County shall have the right to verify the prices charged to the Vendor for such products at the time of their delivery to the County by contacting the Vendor's major supplier.

III. Orders will be placed based on the location of the job and the location of the vendor's mixing plant facility and/or aggregate stockpiles, which will determine the cost to the County for hauling, in addition to the material cost. A vendor other than the low bidder may be used depending upon the availability of the product required by the County.

IV. 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.

V. The Vendor shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, 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 Vendor or its sub-vendors or their property upon or in the proximity of the property of the County. PROVIDED, that the Vendor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

In any and all claims against the County, its officers, officials, employees and agents by any employee of the Vendor, sub-vendor, 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 Vendor or sub-vendor under Workers Compensation acts, disability benefit acts, or other

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employee benefit acts, it being clearly agreed and understood by the parties hereto that the Vendor expressly waives any immunity the Vendor might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the Vendor 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 Vendor makes with any sub-vendor or agent performing work hereunder. Vendor's obligations under this Section V. shall survive termination and expiration of this Contract.**

The vendor'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 Vendor, the Vendor's employees, agents or sub-vendors.

VI. 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.

VII. Upon thirty (30) days prior notice in writing to the Vendor, the County may terminate this contract for any reason. Upon termination, the County will make payment in full in accordance with the terms of this contract.

VIII. This agreement begins July 1, 2024 and expires June 30, 2025.

IN WITNESS WHEREOF, the said Vendor has executed this agreement, and the Board of County Commissioners of Benton County, Washington, has caused this instrument to be executed by and in the name of the County the day and year first above written.

VENDOR: O.L. Luther CO. Inc.

by: _____

Title: Pres.

Date: 4-22-24

COUNTY OF BENTON:

by: _____
Chairman or Chairman Pro-Tem,
Board of Benton County Commissioners

ATTEST:

_____
Clerk of the Board

Date _____

APPROVED AS TO FORM:

DocuSigned by:
LeeAnn Holt
D9A9308B07BB475...

LeeAnn Holt, Deputy Prosecuting Attorney

Date 5/1/2024

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APPENDIX A

REQUEST FOR BID

and

PROPOSAL

DocuSign Envelope ID: ED824313-C084-43FB-8094-941456056459

OFFICE OF THE BENTON COUNTY ENGINEER
BENTON COUNTY, WASHINGTON

REQUEST FOR BIDS

BIDS FOR: CB24-04 FURNISHING ROAD SURFACING MATERIALS.

BIDS RECEIVED: **THURSDAY, MARCH 28, 2024**, AT **11:00 A.M.**, AT THE BENTON COUNTY PUBLIC SERVICES BUILDING, 102206 E. WISER PARKWAY, KENNEWICK, WASHINGTON 99338. **NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME.**

BIDS OPENED: **THURSDAY, MARCH 28, 2024**, AT **11:00 A.M.**, IN THE PUBLIC SERVICES BUILDING CONFERENCE ROOM, 102206 E. WISER PARKWAY, KENNEWICK, WASHINGTON.

1. INSTRUCTIONS:

Please state hereon, in the columns provided in the Proposal, the lowest price at which you will provide the articles specified. If you cannot supply one of the products requested in the proposal, please put N/A in the bid price line. Unsigned Proposals will not be considered.

The Proposal shall be placed in a sealed envelope marked **"BIDS – ROAD SURFACING MATERIALS"** and delivered to Benton County Public Services Building at the location, date and time stated above. Bid proposals shall be considered final at the time and date for receiving bids. The County will not accept any changes for any reason, including bidding errors. Use of the enclosed Proposal form is required. Only bids submitted on the official form will be considered. The bid shall not contain any unauthorized additions, deletions, alternate bids, or conditions.

2. AWARD OF CONTRACT

The right is reserved by the Board of Benton County Commissioners to reject any or all quotes, to waive informalities in the bidding, and to make award of the business based on a fair appraisal of the competitive values offered and delivery time. The Board will not be bound necessarily by the low quote.

> NOTE: This document and the materials enclosed herewith constitute an invitation to submit bids only and does not represent an offer by Benton County or the Benton County Engineer. Proposals submitted in response hereto shall constitute offers to contract with Benton County. Only upon the County's acceptance of such offer by award as provided herein, shall any contractual relations be created.

Should any discrepancies or omissions be found in the bid specifications, or doubt as to its meaning, bidder shall at once notify Danica Hope by telephone (509)783-1310 ext. 5665 or by email at procurement@co.benton.wa.us. Written instructions or addenda as required will be sent to all interested parties. All addenda issued shall be incorporated into the contract. The County shall not be held responsible for oral interpretations. Questions received less than forty-eight (48) hours before bid opening cannot be answered.

3. EXECUTION OF CONTRACT:

Successful bidder will be required to enter a formal contract substantially similar to Exhibit A attached.

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4. PROPOSED PURCHASE:

Conforming to the requirements of the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, 2024 edition, the purchase contemplated is set forth as follows:

Furnishing HOT MIX ASPHALT (HMA), ASPHALT FOR TACK COAT, CRUSHED SURFACING BASE COURSE, CRUSHED SURFACING TOP COURSE, CHIPS, HFE-150, FOG SEAL MATERIAL, and CRS-2P as required by the Benton County Public Works Department during the period from **July 1, 2024**, through **June 30, 2025**.

The prices listed shall be the bidder's current bid prices. If prices increase or decrease during the contract period, the vendor shall notify the Benton County Engineer in writing at least thirty (30) days prior to the effective change date. The notice shall include verifiable justification for price increases.

The County will give the vendors advanced notice of estimated quantities needed and will endeavor to place orders forty-eight (48) hours prior to required delivery, except in emergencies.

The County may not be able to take continuous production depending on truck availability and travel distance. Every effort will be made to cooperate with vendor's scheduling requirements.

Pursuant to RCW 36.32.256, the County reserves the right to award the contract to more than one bidder, and to purchase material from a vendor other than the lowest bidder based upon the overall cost to the County. To determine the overall cost of a product to the County, the County will take its employees' hourly rate plus the hourly rate of the vehicle used to haul, times the anticipated haul time to and from the project site plus the cost of the material. This calculation shall be used to compare each vendor on each project. The lowest overall cost to the County will determine which vendor to purchase the product from for each project.

Address list of bidder's facilities:

_____

_____

_____

5. TAX PROVISIONS:

Washington State sales taxes will not be considered a part of the unit price. State sales tax will be added as a separate item on the invoice for each purchase.

Approved as to form:

DocuSigned by:
LeeAnn Holt
D9A9308B87BB475...

LeeAnn Holt, Deputy Prosecuting Attorney

Date 2/28/2024

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P R O P O S A L

ROAD SURFACING MATERIALS

VENDOR NAME: _____

The undersigned hereby certifies that they have read the requirements and thoroughly understands the same and proposes as follows:

ITEM NO.	DESCRIPTION	PRICE PER TON/GAL. F.O.B. AT VENDOR'S PLANT
1	HMA CLASS 3/8”	$_____/Ton
2	HMA CLASS 1/2”	$_____/Ton
3	ASPHALT FOR TACK COAT (CSS-1)	$_____/Ton
4	CRUSHED SURFACING BASE COURSE 1”-	$_____/Ton
5	CRUSHED SURFACING TOP COURSE 5/8”-	$_____/Ton
6	Chips 3/8 - #10	$_____/Ton
7	Chips 1/4 ”	$_____/Ton
8	HFE – 150 (see spec attached)	$_____/Ton
9	Fog Seal Material (see spec attached)	$_____/Ton
10	CRS-2P	$_____/Ton

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

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It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap.

NON-COLLUSION DECLARATION

I hereby declare, under penalty of perjury under the laws of the United States that the following statement is true and correct:

That the undersigned person(s), vendor, 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.

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR'S EMPLOYMENT SECURITY DEPARTMENT NO. _____

DATED this _____ day of _____, 2024.

VENDOR NAME: _____

_____ SIGNATURE OF AUTHORIZED OFFICIAL

_____ PRINT NAME AND TITLE

ADDRESS OF BIDDER: _____

TELEPHONE NO.: (____)_____ EMAIL:_____

~PROPOSAL MUST BE SIGNED~

DocuSign Envelope ID: ED824313-C084-43FB-8094-941456056459

EXHIBIT A

SUPPLY CONTRACT
ROAD SURFACING MATERIALS

July 1, 2024 to June 30, 2025

THIS AGREEMENT, made and entered into this_____day of_____, 2024, between the COUNTY OF BENTON, State of Washington, acting through the Board of County Commissioners, under and by virtue of RCW 36, hereinafter called "the County", and
_____, hereinafter called "the Vendor".

WITNESSETH:

That, in consideration of the payments, covenants, and agreements hereinafter mentioned and attached, and made a part of this agreement, to be made and performed by the parties hereto; the parties hereto covenant and agree as follows:

I. The Vendor shall provide to the County, and the County shall obtain from the Vendor those surfacing material products described and set forth in the "Request for Bids" and "Proposal", copies of which are attached hereto as Appendix A and by reference incorporated herein.

II. The County shall pay the Vendor for those products obtained pursuant hereto those prices set forth in Vendor's proposal (Appendix A), PROVIDED, however, that should any prices increase or decrease during the contract period, the vendor shall notify the Benton County Engineer in writing at least thirty (30) days prior to the effective change date. The County shall have the right to verify the prices charged to the Vendor for such products at the time of their delivery to the County by contacting the Vendor's major supplier.

III. Orders will be placed based on the location of the job and the location of the vendor's mixing plant facility and/or aggregate stockpiles, which will determine the cost to the County for hauling, in addition to the material cost. A vendor other than the low bidder may be used depending upon the availability of the product required by the County.

IV. 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.

V. The Vendor shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, 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 Vendor or its sub-vendors or their property upon or in the proximity of the property of the County. PROVIDED, that the Vendor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

In any and all claims against the County, its officers, officials, employees and agents by any employee of the Vendor, sub-vendor, anyone directly or indirectly employed by any of them, or anyone

INFORMATIONAL COPY

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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 Vendor or sub-vendor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Vendor expressly waives any immunity the Vendor might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the Vendor 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 Vendor makes with any sub-vendor or agent performing work hereunder. Vendor's obligations under this Section V. shall survive termination and expiration of this Contract.**

The vendor'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 Vendor, the Vendor's employees, agents or sub-vendors.

VI. 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.

VII. Upon thirty (30) days prior notice in writing to the Vendor, the County may terminate this contract for any reason. Upon termination, the County will make payment in full in accordance with the terms of this contract.

VIII. This agreement begins July 1, 2024 and expires June 30, 2025.

IN WITNESS WHEREOF, the said Vendor has executed this agreement, and the Board of County Commissioners of Benton County, Washington, has caused this instrument to be executed by and in the name of the County the day and year first above written.

INFORMATIONAL COPY

VENDOR:

by:_____

Title:_____

Date:_____

COUNTY OF BENTON:

by:_____
Chairman,
Board of Benton County Commissioners

ATTEST:

_____
Clerk of the Board

Date_____

APPROVED AS TO FORM:

_____
LeeAnn Holt, Deputy Prosecuting Attorney

Date_____

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"Quickseal" Emulsified Asphalt Fog Oil Specifications

"Quickseal" is a low viscosity, ready to use emulsion, intended as a fast breaking fog seal and tacking material to be spray-applied on asphalt pavement surfaces, quickly leaving a hard asphalt seal; resistant to pickup and tracking under automobile tires.

This material must be stable for use. Product as shipped from the supplier is ready to use with no dilution. For application rate ranges, application temperatures, and product handling, refer to manufacturer's guidelines.

Final product acceptance is based on field performance (return to traffic expected in under 1 hour when applied as per manufacturer's recommendations).

The "Quickseal" as delivered will meet the following specifications:

	AASHTO Test Method		
Sieve Test, % (a)	T 59		0.3 max
Particle charge test	T 59		positive
Demulsibility 35 ml 0.8% sodium dioctyl sulfosuccinate, %[a]	T 59		25 min
Distillation:			
Residue by distillation @ 260 C (500°F)	T 59		32.5 min
Penetration @ 25 C (77°F)	T 49	30 min	100 max

(a) This test requirement on representative samples is waived if successful application of the material has been achieved in the field.

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Asphalt Emulsion HFE-150 Specifications

Test on Emulsion		**Minimum**	**Maximum**
- Viscosity @ 122 Degree F SFS	T59	50	400
- Sieve test %,	T59	--	0.1
Distillation:			
- Oil Distillate by volume of emulsion %	T59	--	5
- Residue %	T59	65	--
Tests on the Residue from Distillation:			
- Penetration 77 Degrees F, 100g, 5s	T49	150	300
- Float at 140 Degrees F., sec.,		1200	--

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PROPOSAL

ROAD SURFACING MATERIALS

VENDOR NAME: O L Lathrop Co. Inc

The undersigned hereby certifies that they have read the requirements and thoroughly understands the same and proposes as follows:

ITEM NO.	DESCRIPTION	PRICE PER TON/GAL. F.O.B. AT VENDOR'S PLANT
1	HMA CLASS 3/8"	$ 112.00 /Ton
2	HMA CLASS 1/2"	$ 112.00 /Ton
3	ASPHALT FOR TACK COAT (CSS-1)	$ 15.00 99/ /Ton
4	CRUSHED SURFACING BASE COURSE 1"-	$ N/A /Ton
5	CRUSHED SURFACING TOP COURSE 5/8"-	$ N/A /Ton
6	Chips 3/8 - #10	$ N/A /Ton
7	Chips 1/4 "	$ N/A /Ton
8	HFE – 150 (see spec attached)	$ N/A /Ton
9	Fog Seal Material (see spec attached)	$ N/A /Ton
10	CRS-2P	$ N/A /Ton

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

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It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap.

NON-COLLUSION DECLARATION

I hereby declare, under penalty of perjury under the laws of the United States that the following statement is true and correct:

That the undersigned person(s), vendor, 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.

CONTRACTOR'S REGISTRATION NO. OLLUTI*215BH

CONTRACTOR'S EMPLOYMENT SECURITY DEPARTMENT NO. 447808006

DATED this 19 day of March, 2024.

VENDOR NAME: O L Luther Co Inc

Arnold Luther
SIGNATURE OF AUTHORIZED OFFICIAL

Arnold Luther / Pres.
PRINT NAME AND TITLE

ADDRESS OF BIDDER: 710 Luther Rd - Granger, WA 98932

TELEPHONE NO.: (509)837-2527 EMAIL: olluther710@gmail.com

~PROPOSAL MUST BE SIGNED~

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EXHIBIT A

SUPPLY CONTRACT
ROAD SURFACING MATERIALS

July 1, 2024 to June 30, 2025

THIS AGREEMENT, made and entered into this_____day of_____, 2024, between the COUNTY OF BENTON, State of Washington, acting through the Board of County Commissioners, under and by virtue of RCW 36, hereinafter called "the County", and
O L Luther Co INC, hereinafter called "the Vendor".

WITNESSETH:

That, in consideration of the payments, covenants, and agreements hereinafter mentioned and attached, and made a part of this agreement, to be made and performed by the parties hereto; the parties hereto covenant and agree as follows:

I. The Vendor shall provide to the County, and the County shall obtain from the Vendor those surfacing material products described and set forth in the "Request for Bids" and "Proposal", copies of which are attached hereto as Appendix A and by reference incorporated herein.

II. The County shall pay the Vendor for those products obtained pursuant hereto those prices set forth in Vendor's proposal (Appendix A), PROVIDED, however, that should any prices increase or decrease during the contract period, the vendor shall notify the Benton County Engineer in writing at least thirty (30) days prior to the effective change date. The County shall have the right to verify the prices charged to the Vendor for such products at the time of their delivery to the County by contacting the Vendor's major supplier.

III. Orders will be placed based on the location of the job and the location of the vendor's mixing plant facility and/or aggregate stockpiles, which will determine the cost to the County for hauling, in addition to the material cost. A vendor other than the low bidder may be used depending upon the availability of the product required by the County.

IV. 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.

V. The Vendor shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, 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 Vendor or its sub-vendors or their property upon or in the proximity of the property of the County. PROVIDED, that the Vendor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

In any and all claims against the County, its officers, officials, employees and agents by any employee of the Vendor, sub-vendor, anyone directly or indirectly employed by any of them, or anyone

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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 Vendor or sub-vendor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Vendor expressly waives any immunity the Vendor might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the Vendor 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 Vendor makes with any sub-vendor or agent performing work hereunder. Vendor's obligations under this Section V. shall survive termination and expiration of this Contract.**

The vendor'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 Vendor, the Vendor's employees, agents or sub-vendors.

VI. 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.

VII. Upon thirty (30) days prior notice in writing to the Vendor, the County may terminate this contract for any reason. Upon termination, the County will make payment in full in accordance with the terms of this contract.

VIII. This agreement begins July 1, 2024 and expires June 30, 2025.

IN WITNESS WHEREOF, the said Vendor has executed this agreement, and the Board of County Commissioners of Benton County, Washington, has caused this instrument to be executed by and in the name of the County the day and year first above written.

VENDOR:

by: Arnold Luth

Title: Pres

Date: 3-19-24

COUNTY OF BENTON:

by:_____
Chairman,
Board of Benton County Commissioners

ATTEST:

_____
Clerk of the Board

Date_____

APPROVED AS TO FORM:

_____
LeeAnn Holt, Deputy Prosecuting Attorney

Date_____

DocuSign Envelope ID: ED824313-C084-43FB-8094-941456056459
DocuSign Envelope ID: A0CC141F-FF52-4B65-9128-72AB946453F8

"Quickseal" Emulsified Asphalt Fog Oil Specifications

"Quickseal" is a low viscosity, ready to use emulsion, intended as a fast breaking fog seal and tacking material to be spray-applied on asphalt pavement surfaces, quickly leaving a hard asphalt seal; resistant to pickup and tracking under automobile tires.

This material must be stable for use. Product as shipped from the supplier is ready to use with no dilution. For application rate ranges, application temperatures, and product handling, refer to manufacturer's guidelines.

Final product acceptance is based on field performance (return to traffic expected in under 1 hour when applied as per manufacturer's recommendations).

The "Quickseal" as delivered will meet the following specifications:

	AASHTO Test Method		
Sieve Test, % (a)	T 59		0.3 max
Particle charge test	T 59		positive
Demulsibility 35 ml 0.8% sodium dioctyl sulfosuccinate, %[a]	T 59		25 min
Distillation:			
Residue by distillation @ 260 C (500°F)	T 59		32.5 min
Penetration @ 25 C (77°F)	T 49	30 min	100 max

(a) This test requirement on representative samples is waived if successful application of the material has been achieved in the field.

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Asphalt Emulsion HFE-150 Specifications

Test on Emulsion		**Minimum**	**Maximum**
- Viscosity @ 122 Degree F SFS	T59	50	400
- Sieve test %,	T59	--	0.1
Distillation:			
- Oil Distillate by volume of emulsion %	T59	--	5
- Residue %	T59	65	--
Tests on the Residue from Distillation:			
- Penetration 77 Degrees F, 100g, 5s	T49	150	300
- Float at 140 Degrees F., sec.,		1200	--

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OFFICE OF THE BENTON COUNTY ENGINEER
BENTON COUNTY, WASHINGTON

REQUEST FOR BIDS

BIDS FOR:	CB24-04 FURNISHING ROAD SURFACING MATERIALS.
BIDS RECEIVED:	**THURSDAY, MARCH 28, 2024,** AT **11:00 A.M.**, AT THE BENTON COUNTY PUBLIC SERVICES BUILDING, 102206 E. WISER PARKWAY, KENNEWICK, WASHINGTON 99338. **NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME.**
BIDS OPENED:	**THURSDAY, MARCH 28, 2024,** AT **11:00 A.M.**, IN THE PUBLIC SERVICES BUILDING CONFERENCE ROOM, 102206 E. WISER PARKWAY, KENNEWICK, WASHINGTON.

1. INSTRUCTIONS:

Please state hereon, in the columns provided in the Proposal, the lowest price at which you will provide the articles specified. If you cannot supply one of the products requested in the proposal, please put N/A in the bid price line. Unsigned Proposals will not be considered.

The Proposal shall be placed in a sealed envelope marked **"BIDS – ROAD SURFACING MATERIALS"** and delivered to Benton County Public Services Building at the location, date and time stated above. Bid proposals shall be considered final at the time and date for receiving bids. The County will not accept any changes for any reason, including bidding errors. Use of the enclosed Proposal form is required. Only bids submitted on the official form will be considered. The bid shall not contain any unauthorized additions, deletions, alternate bids, or conditions.

2. AWARD OF CONTRACT

The right is reserved by the Board of Benton County Commissioners to reject any or all quotes, to waive informalities in the bidding, and to make award of the business based on a fair appraisal of the competitive values offered and delivery time. The Board will not be bound necessarily by the low quote.

> NOTE: This document and the materials enclosed herewith constitute an invitation to submit bids only and does not represent an offer by Benton County or the Benton County Engineer. Proposals submitted in response hereto shall constitute offers to contract with Benton County. Only upon the County's acceptance of such offer by award as provided herein, shall any contractual relations be created.

Should any discrepancies or omissions be found in the bid specifications, or doubt as to its meaning, bidder shall at once notify Danica Hope by telephone (509)783-1310 ext. 5665 or by email at procurement@co.benton.wa.us. Written instructions or addenda as required will be sent to all interested parties. All addenda issued shall be incorporated into the contract. The County shall not be held responsible for oral interpretations. Questions received less than forty-eight (48) hours before bid opening cannot be answered.

3. EXECUTION OF CONTRACT:

Successful bidder will be required to enter a formal contract substantially similar to Exhibit A attached.

DocuSign Envelope ID: ED824313-C084-43FB-8094-941456056459
DocuSign Envelope ID: A0CC141F-FF52-4B65-9128-72AB946453F8

4. PROPOSED PURCHASE:

Conforming to the requirements of the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, 2024 edition, the purchase contemplated is set forth as follows:

Furnishing HOT MIX ASPHALT (HMA), ASPHALT FOR TACK COAT, CRUSHED SURFACING BASE COURSE, CRUSHED SURFACING TOP COURSE, CHIPS, HFE-150, FOG SEAL MATERIAL, and CRS-2P as required by the Benton County Public Works Department during the period from **July 1, 2024,** through **June 30, 2025**.

The prices listed shall be the bidder's current bid prices. If prices increase or decrease during the contract period, the vendor shall notify the Benton County Engineer in writing at least thirty (30) days prior to the effective change date. The notice shall include verifiable justification for price increases.

The County will give the vendors advanced notice of estimated quantities needed and will endeavor to place orders forty-eight (48) hours prior to required delivery, except in emergencies.

The County may not be able to take continuous production depending on truck availability and travel distance. Every effort will be made to cooperate with vendor's scheduling requirements.

Pursuant to RCW 36.32.256, the County reserves the right to award the contract to more than one bidder, and to purchase material from a vendor other than the lowest bidder based upon the overall cost to the County. To determine the overall cost of a product to the County, the County will take its employees' hourly rate plus the hourly rate of the vehicle used to haul, times the anticipated haul time to and from the project site plus the cost of the material. This calculation shall be used to compare each vendor on each project. The lowest overall cost to the County will determine which vendor to purchase the product from for each project.

Address list of bidder's facilities:

O L Luther Co Inc.
710 Luther Rd
Granger, WA 98

5. TAX PROVISIONS:

Washington State sales taxes will not be considered a part of the unit price. State sales tax will be added as a separate item on the invoice for each purchase.

Approved as to form:
DocuSigned by:
LeeAnn Holt
D9A9306B07BB475...
LeeAnn Holt, Deputy Prosecuting Attorney
Date 2/28/2024

DocuSign Envelope ID: 3D733684-A737-4596-8557-87D3A4A0BCBB

SUPPLY CONTRACT
ROAD SURFACING MATERIALS
July 1, 2024 to June 30, 2025

THIS AGREEMENT, made and entered into this 14 day of May, 2024, between the COUNTY OF BENTON, State of Washington, acting through the Board of County Commissioners, under and by virtue of RCW 36, hereinafter called "the County", and **GRANITE CONSTRUCTION COMPANY**, hereinafter called "the Vendor".

WITNESSETH:

That, in consideration of the payments, covenants, and agreements hereinafter mentioned and attached, and made a part of this agreement, to be made and performed by the parties hereto; the parties hereto covenant and agree as follows:

I. The Vendor shall provide to the County, and the County shall obtain from the Vendor those surfacing material products described and set forth in the "Request for Bids" and "Proposal", copies of which are attached hereto as Appendix A and by reference incorporated herein.

II. The County shall pay the Vendor for those products obtained pursuant hereto those prices set forth in Vendor's proposal (Appendix A), PROVIDED, however, that should any prices increase or decrease during the contract period, the vendor shall notify the Benton County Engineer in writing at least thirty (30) days prior to the effective change date. The County shall have the right to verify the prices charged to the Vendor for such products at the time of their delivery to the County by contacting the Vendor's major supplier.

III. Orders will be placed based on the location of the job and the location of the vendor's mixing plant facility and/or aggregate stockpiles, which will determine the cost to the County for hauling, in addition to the material cost. A vendor other than the low bidder may be used depending upon the availability of the product required by the County.

IV. 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.

V. The Vendor shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, 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 Vendor or its sub-vendors or their property upon or in the proximity of the property of the County. PROVIDED, that the Vendor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

In any and all claims against the County, its officers, officials, employees and agents by any employee of the Vendor, sub-vendor, 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 Vendor or sub-vendor under Workers Compensation acts, disability benefit acts, or other

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employee benefit acts, it being clearly agreed and understood by the parties hereto that the Vendor expressly waives any immunity the Vendor might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the Vendor 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 Vendor makes with any sub-vendor or agent performing work hereunder. Vendor's obligations under this Section V. shall survive termination and expiration of this Contract.**

The vendor'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 Vendor, the Vendor's employees, agents or sub-vendors.

VI. 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.

VII. Upon thirty (30) days prior notice in writing to the Vendor, the County may terminate this contract for any reason. Upon termination, the County will make payment in full in accordance with the terms of this contract.

VIII. This agreement begins July 1, 2024 and expires June 30, 2025.

IN WITNESS WHEREOF, the said Vendor has executed this agreement, and the Board of County Commissioners of Benton County, Washington, has caused this instrument to be executed by and in the name of the County the day and year first above written.

VENDOR: GRANITE CONSTRUCTION COMPANY

DocuSigned by:
by: Ryan Devries
0253C38A13F24F2...

Title: Sales Manager

Date: 4/17/2024

COUNTY OF BENTON:

by:_____
Chairman or Chairman Pro-Tem,
Board of Benton County Commissioners

ATTEST:

_____
Clerk of the Board

Date_____

APPROVED AS TO FORM:

DocuSigned by:
LeeAnn Holt
D9A9308B67BB475...
LeeAnn Holt, Deputy Prosecuting Attorney

Date 4/17/2024

DocuSign Envelope ID: 3D733684-A737-4596-8557-87D3A4A0BCBB

APPENDIX A

REQUEST FOR BID

and

PROPOSAL

DocuSign Envelope ID: 3D733684-A737-4596-8557-87D3A4A0BCBB

OFFICE OF THE BENTON COUNTY ENGINEER
BENTON COUNTY, WASHINGTON

REQUEST FOR BIDS

BIDS FOR: CB24-04 FURNISHING ROAD SURFACING MATERIALS.

BIDS RECEIVED: **THURSDAY, MARCH 28, 2024**, AT **11:00 A.M.**, AT THE BENTON COUNTY PUBLIC SERVICES BUILDING, 102206 E. WISER PARKWAY, KENNEWICK, WASHINGTON 99338. **NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME.**

BIDS OPENED: **THURSDAY, MARCH 28, 2024**, AT **11:00 A.M.**, IN THE PUBLIC SERVICES BUILDING CONFERENCE ROOM, 102206 E. WISER PARKWAY, KENNEWICK, WASHINGTON.

1. INSTRUCTIONS:

Please state hereon, in the columns provided in the Proposal, the lowest price at which you will provide the articles specified. If you cannot supply one of the products requested in the proposal, please put N/A in the bid price line. Unsigned Proposals will not be considered.

The Proposal shall be placed in a sealed envelope marked **"BIDS – ROAD SURFACING MATERIALS"** and delivered to Benton County Public Services Building at the location, date and time stated above. Bid proposals shall be considered final at the time and date for receiving bids. The County will not accept any changes for any reason, including bidding errors. Use of the enclosed Proposal form is required. Only bids submitted on the official form will be considered. The bid shall not contain any unauthorized additions, deletions, alternate bids, or conditions.

2. AWARD OF CONTRACT

The right is reserved by the Board of Benton County Commissioners to reject any or all quotes, to waive informalities in the bidding, and to make award of the business based on a fair appraisal of the competitive values offered and delivery time. The Board will not be bound necessarily by the low quote.

> NOTE: This document and the materials enclosed herewith constitute an invitation to submit bids only and does not represent an offer by Benton County or the Benton County Engineer. Proposals submitted in response hereto shall constitute offers to contract with Benton County. Only upon the County's acceptance of such offer by award as provided herein, shall any contractual relations be created.

Should any discrepancies or omissions be found in the bid specifications, or doubt as to its meaning, bidder shall at once notify Danica Hope by telephone (509)783-1310 ext. 5665 or by email at procurement@co.benton.wa.us. Written instructions or addenda as required will be sent to all interested parties. All addenda issued shall be incorporated into the contract. The County shall not be held responsible for oral interpretations. Questions received less than forty-eight (48) hours before bid opening cannot be answered.

3. EXECUTION OF CONTRACT:

Successful bidder will be required to enter a formal contract substantially similar to Exhibit A attached.

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4. PROPOSED PURCHASE:

Conforming to the requirements of the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, 2024 edition, the purchase contemplated is set forth as follows:

Furnishing HOT MIX ASPHALT (HMA), ASPHALT FOR TACK COAT, CRUSHED SURFACING BASE COURSE, CRUSHED SURFACING TOP COURSE, CHIPS, HFE-150, FOG SEAL MATERIAL, and CRS-2P as required by the Benton County Public Works Department during the period from **July 1, 2024**, through **June 30, 2025**.

The prices listed shall be the bidder's current bid prices. If prices increase or decrease during the contract period, the vendor shall notify the Benton County Engineer in writing at least thirty (30) days prior to the effective change date. The notice shall include verifiable justification for price increases.

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The County may not be able to take continuous production depending on truck availability and travel distance. Every effort will be made to cooperate with vendor's scheduling requirements.

Pursuant to RCW 36.32.256, the County reserves the right to award the contract to more than one bidder, and to purchase material from a vendor other than the lowest bidder based upon the overall cost to the County. To determine the overall cost of a product to the County, the County will take its employees' hourly rate plus the hourly rate of the vehicle used to haul, times the anticipated haul time to and from the project site plus the cost of the material. This calculation shall be used to compare each vendor on each project. The lowest overall cost to the County will determine which vendor to purchase the product from for each project.

Address list of bidder's facilities:

_____

_____

_____

5. TAX PROVISIONS:

Washington State sales taxes will not be considered a part of the unit price. State sales tax will be added as a separate item on the invoice for each purchase.

Approved as to form:

DocuSigned by:
LeeAnn Holt
D9A9308B87BB475...

LeeAnn Holt, Deputy Prosecuting Attorney

Date 2/28/2024

DocuSign Envelope ID: 3D733684-A737-4596-8557-87D3A4A0BCBB

P R O P O S A L

ROAD SURFACING MATERIALS

VENDOR NAME: _____

The undersigned hereby certifies that they have read the requirements and thoroughly understands the same and proposes as follows:

ITEM NO.	DESCRIPTION	PRICE PER TON/GAL. F.O.B. AT VENDOR'S PLANT
1	HMA CLASS 3/8”	$_____/Ton
2	HMA CLASS 1/2”	$_____/Ton
3	ASPHALT FOR TACK COAT (CSS-1)	$_____/Ton
4	CRUSHED SURFACING BASE COURSE 1”-	$_____/Ton
5	CRUSHED SURFACING TOP COURSE 5/8”-	$_____/Ton
6	Chips 3/8 - #10	$_____/Ton
7	Chips 1/4 ”	$_____/Ton
8	HFE – 150 (see spec attached)	$_____/Ton
9	Fog Seal Material (see spec attached)	$_____/Ton
10	CRS-2P	$_____/Ton

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

DocuSign Envelope ID: 3D733684-A737-4596-8557-87D3A4A0BCBB

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap.

NON-COLLUSION DECLARATION

I hereby declare, under penalty of perjury under the laws of the United States that the following statement is true and correct:

That the undersigned person(s), vendor, 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.

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR'S EMPLOYMENT SECURITY DEPARTMENT NO. _____

DATED this _____ day of _____, 2024.

VENDOR NAME: _____

_____ SIGNATURE OF AUTHORIZED OFFICIAL

_____ PRINT NAME AND TITLE

ADDRESS OF BIDDER: _____

TELEPHONE NO.: (____)_____ EMAIL:_____

~PROPOSAL MUST BE SIGNED~

DocuSign Envelope ID: 3D733684-A737-4596-8557-87D3A4A0BCBB

EXHIBIT A

SUPPLY CONTRACT
ROAD SURFACING MATERIALS

July 1, 2024 to June 30, 2025

THIS AGREEMENT, made and entered into this_____day of_____, 2024, between the COUNTY OF BENTON, State of Washington, acting through the Board of County Commissioners, under and by virtue of RCW 36, hereinafter called "the County", and
_____, hereinafter called "the Vendor".

WITNESSETH:

That, in consideration of the payments, covenants, and agreements hereinafter mentioned and attached, and made a part of this agreement, to be made and performed by the parties hereto; the parties hereto covenant and agree as follows:

I. The Vendor shall provide to the County, and the County shall obtain from the Vendor those surfacing material products described and set forth in the "Request for Bids" and "Proposal", copies of which are attached hereto as Appendix A and by reference incorporated herein.

II. The County shall pay the Vendor for those products obtained pursuant hereto those prices set forth in Vendor's proposal (Appendix A), PROVIDED, however, that should any prices increase or decrease during the contract period, the vendor shall notify the Benton County Engineer in writing at least thirty (30) days prior to the effective change date. The County shall have the right to verify the prices charged to the Vendor for such products at the time of their delivery to the County by contacting the Vendor's major supplier.

III. Orders will be placed based on the location of the job and the location of the vendor's mixing plant facility and/or aggregate stockpiles, which will determine the cost to the County for hauling, in addition to the material cost. A vendor other than the low bidder may be used depending upon the availability of the product required by the County.

IV. 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.

V. The Vendor shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, 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 Vendor or its sub-vendors or their property upon or in the proximity of the property of the County. PROVIDED, that the Vendor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

In any and all claims against the County, its officers, officials, employees and agents by any employee of the Vendor, sub-vendor, anyone directly or indirectly employed by any of them, or anyone

INFORMATIONAL COPY

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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 Vendor or sub-vendor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Vendor expressly waives any immunity the Vendor might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the Vendor 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 Vendor makes with any sub-vendor or agent performing work hereunder. Vendor's obligations under this Section V. shall survive termination and expiration of this Contract.**

The vendor'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 Vendor, the Vendor's employees, agents or sub-vendors.

VI. 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.

VII. Upon thirty (30) days prior notice in writing to the Vendor, the County may terminate this contract for any reason. Upon termination, the County will make payment in full in accordance with the terms of this contract.

VIII. This agreement begins July 1, 2024 and expires June 30, 2025.

IN WITNESS WHEREOF, the said Vendor has executed this agreement, and the Board of County Commissioners of Benton County, Washington, has caused this instrument to be executed by and in the name of the County the day and year first above written.

INFORMATIONAL COPY

VENDOR:

by:_____

Title:_____

Date:_____

COUNTY OF BENTON:

by:_____
Chairman,
Board of Benton County Commissioners

ATTEST:

_____
Clerk of the Board

Date_____

APPROVED AS TO FORM:

_____
LeeAnn Holt, Deputy Prosecuting Attorney

Date_____

DocuSign Envelope ID: 3D733684-A737-4596-8557-87D3A4A0BCBB

"Quickseal" Emulsified Asphalt Fog Oil Specifications

"Quickseal" is a low viscosity, ready to use emulsion, intended as a fast breaking fog seal and tacking material to be spray-applied on asphalt pavement surfaces, quickly leaving a hard asphalt seal; resistant to pickup and tracking under automobile tires.

This material must be stable for use. Product as shipped from the supplier is ready to use with no dilution. For application rate ranges, application temperatures, and product handling, refer to manufacturer's guidelines.

Final product acceptance is based on field performance (return to traffic expected in under 1 hour when applied as per manufacturer's recommendations).

The "Quickseal" as delivered will meet the following specifications:

	AASHTO Test Method		
Sieve Test, % (a)	T 59		0.3 max
Particle charge test	T 59		positive
Demulsibility 35 ml 0.8% sodium dioctyl sulfosuccinate, %[a]	T 59		25 min
Distillation:			
Residue by distillation @ 260 C (500°F)	T 59		32.5 min
Penetration @ 25 C (77°F)	T 49	30 min	100 max

(a) This test requirement on representative samples is waived if successful application of the material has been achieved in the field.

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Asphalt Emulsion HFE-150 Specifications

Test on Emulsion		**Minimum**	**Maximum**
- Viscosity @ 122 Degree F SFS	T59	50	400
- Sieve test %,	T59	--	0.1
Distillation:			
- Oil Distillate by volume of emulsion %	T59	--	5
- Residue %	T59	65	--
Tests on the Residue from Distillation:			
- Penetration 77 Degrees F, 100g, 5s	T49	150	300
- Float at 140 Degrees F., sec.,		1200	--

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PROPOSAL

ROAD SURFACING MATERIALS

VENDOR NAME: GRANITE CONSTRUCTION

The undersigned hereby certifies that they have read the requirements and thoroughly understands the same and proposes as follows:

ITEM NO.	DESCRIPTION	PRICE PER TON/GAL. F.O.B. AT VENDOR'S PLANT
1	HMA CLASS 3/8"	$ 80.00 /Ton
2	HMA CLASS 1/2"	$ 75.00 /Ton
3	ASPHALT FOR TACK COAT (CSS-1)	$ N/B /Ton
4	CRUSHED SURFACING BASE COURSE 1"-	$ N/B /Ton
5	CRUSHED SURFACING TOP COURSE 5/8"-	$ N/B /Ton
6	Chips 3/8 - #10	$ N/B /Ton
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8	HFE – 150 (see spec attached)	$ N/B /Ton
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10	CRS-2P	$ N/B /Ton

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

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It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap.

NON-COLLUSION DECLARATION

I hereby declare, under penalty of perjury under the laws of the United States that the following statement is true and correct:

That the undersigned person(s), vendor, 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.

CONTRACTOR'S REGISTRATION NO. GRANICC916DL

CONTRACTOR'S EMPLOYMENT SECURITY DEPARTMENT NO. 232166009

DATED this 27TH day of MARCH, 2024.

VENDOR NAME: GRANITE CONSTRUCTION

SIGNATURE OF AUTHORIZED OFFICIAL

SHANE WESTON
MATERIAL SALES
PRINT NAME AND TITLE

ADDRESS OF BIDDER: 16281 SE McGILLIVRAY, #210 VANCOUVER WA. 98683

TELEPHONE NO.: (564) 237-0725 EMAIL: shane.weston@gcinc.com

~PROPOSAL MUST BE SIGNED~

DocuSign Envelope ID: 3D733684-A737-4596-8557-87D3A4A0BCBB

DocuSign Envelope ID: A0CC141F-FF52-4B65-9128-72AB946453F8

OFFICE OF THE BENTON COUNTY ENGINEER
BENTON COUNTY, WASHINGTON

REQUEST FOR BIDS

BIDS FOR:	CB24-04 FURNISHING ROAD SURFACING MATERIALS.
BIDS RECEIVED:	**THURSDAY, MARCH 28, 2024**, AT **11:00 A.M.**, AT THE BENTON COUNTY PUBLIC SERVICES BUILDING, 102206 E. WISER PARKWAY, KENNEWICK, WASHINGTON 99338. **NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME.**
BIDS OPENED:	**THURSDAY, MARCH 28, 2024**, AT **11:00 A.M.**, IN THE PUBLIC SERVICES BUILDING CONFERENCE ROOM, 102206 E. WISER PARKWAY, KENNEWICK, WASHINGTON.

1. INSTRUCTIONS:

Please state hereon, in the columns provided in the Proposal, the lowest price at which you will provide the articles specified. If you cannot supply one of the products requested in the proposal, please put N/A in the bid price line. Unsigned Proposals will not be considered.

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Pursuant to RCW 36.32.256, the County reserves the right to award the contract to more than one bidder, and to purchase material from a vendor other than the lowest bidder based upon the overall cost to the County. To determine the overall cost of a product to the County, the County will take its employees' hourly rate plus the hourly rate of the vehicle used to haul, times the anticipated haul time to and from the project site plus the cost of the material. This calculation shall be used to compare each vendor on each project. The lowest overall cost to the County will determine which vendor to purchase the product from for each project.

Address list of bidder's facilities:

2070 ROBERTSON DRIVE, RICHLAND WA. 99354

81500 LIND ROAD HERMISTON OR. 97838

5. TAX PROVISIONS:

Washington State sales taxes will not be considered a part of the unit price. State sales tax will be added as a separate item on the invoice for each purchase.

Approved as to form:

DocuSigned by:
LeeAnn Holt
D9A9308B807BB475...

LeeAnn Holt, Deputy Prosecuting Attorney

Date 2/28/2024

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 14, 2024
Subject:	Award and Execution of a Contract to Central Washington Asphalt, Inc. for CE 2156 – Acord Rd. Paving Project
Presenter:	
Prepared By:	D. Hope
Reviewed By:	Procurement

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

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

Summary / Background Information

Pursuant to the Benton County Procurement, Leasing and Contracting Policy Resolution 2021-233 section 4.3.1 The letting of contracts for public works with an estimated cost of less than fifty thousand dollars ($50,000) may be conducted pursuant to the small public works or limited public works process set forth in RCW 39.04.155. For limited public works projects (those estimated to cost less than $50,000) awarded under this alternative process, written invitations for bids will be solicited from a minimum of three contractors from the appropriate small public works roster.

Ten vendors were solicited from the MRSC Small Works Roster on April 9, 2024. Three (3) bids were received and opened on April 22, 2024, and are as set forth on the attached tabulation:

Central Washington Asphalt, Inc. (CENTRWA181PG) Benton City, Washington	$35,000.00
Granite Construction Company (GRANICC916DL) Yakima, Washington	$39,850.00
Central Paving, LLC (CENTRPL856RJ) Ellensburg, Washington	$45,200.00

The Public Works Manager recommends award of the bid to Central Washington Asphalt, Inc., Benton City, Washington as the lowest responsible bidder. The department assigned Deputy Prosecuting Attorney from the Civil Division has reviewed, approved as to form and signed said contract and has been executed by Central Washington Asphalt, Inc. Said contract will expire on September 30, 2024.

Fiscal Impact

Amount: $35,000.00 excluding WSST

Fund: Road Fund

Recommendation

It is recommended by the Public Works Manager that the Board authorize the Chairman or Chairman Pro-Tem award and execute the contract to Central Washington Asphalt, Inc. for the Acord Road Paving Project.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AWARD AND EXECUTION OF A CONTRACT AND AUTHORIZING THE CHAIRMAN OR CHAIRMAN PRO-TEM TO SIGN THE CONTRACT WITH CENTRAL WASHINGTON ASPHALT, INC. OF BENTON CITY, WASHINGTON FOR THE C.E. 2156 – ACORD ROAD PAVING PROJECT

WHEREAS, Pursuant to the Benton County Procurement, Leasing and Contracting Policy Resolution 2021-233 section 4.3.1 The letting of contracts for public works with an estimated cost of less than fifty thousand dollars ($50,000) may be conducted pursuant to the small public works or limited public works process set forth in RCW 39.04.155. For limited public works projects (those estimated to cost less than $50,000) awarded under this alternative process, written invitations for bids will be solicited from a minimum of three contractors from the appropriate small public works roster; and

WHEREAS, Ten (10) Vendors were solicited from the MRSC Small Works Roster on April 9, 2024; and

WHEREAS, three (3) bids were received and opened on April 22, 2024, and are as set forth on the attached tabulation:

Central Washington Asphalt, Inc. (CENTRWA181PG) Benton City, Washington	$35,000.00
Granite Construction Company (GRANICC916DL) Yakima, Washington	$39,850.00
Central Paving, LLC (CENTRPL856RJ) Ellensburg, Washington	$45,200.00

WHEREAS, the Public Works Manager recommends award of the bid to Central Washington Asphalt, Inc., Benton City, Washington as the lowest responsible bidder; and

WHEREAS, our departmental assigned Deputy Prosecuting Attorney from the Civil Division has reviewed, approved as to form and signed said contract; and

WHEREAS, the contract in the amount of $35,000.00 has been executed by Central Washington Asphalt, Inc.; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners hereby awards the contract to Central Washington Asphalt, Inc., Benton City, Washington for Acord Road Paving Project CE 2156; and

BE IT FURTHER RESOLVED, that the Board of Benton County Commissioners hereby authorizes the Chairman or Chairman Pro-Tem to sign said contract to Central Washington Asphalt, Inc., in the amount of $35,000.00 excluding WSST; and

BE IT FURTHER RESOLVED, the County Engineer is hereby authorized to proceed with the Acord Road Paving Project according to the terms of the contract; and

Orig.: Procurement D. Hope
cc: Auditor, PA, Central WA Asphalt

BE IT FURTHER RESOLVED, the contract will expire on September 30, 2024.

Dated this 14th day of May 2024.

_____
Chairman

_____
Chairman Pro-Tem

_____
Commissioner

Attest:_____
Clerk of the Board

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

Orig.: Procurement D. Hope
cc: Auditor, PA, Central WA Asphalt

PROJECT: C.E. 2156 CRP - Acord Rd Paving DATE: April 22, 2024 - 11:00 a.m.				CENTRAL WASHINGTON ASPHALT, INC.		GRANITE CONSTRUCTION COMPANY		CENTRAL PAVING, LLC	
	Signed Proposal			X		X		X	
	Proposal Bond or Check			X		X		X	
	Acknowledgement of Addendum #1			X		X		X	
ITEM NO	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	MOBILIZATION	1	L.S.	2,000.00	2,000.00	3,000.00	3,000.00	4,500.00	4,500.00
2	FURNISHING & PLACING COMMERCIAL HMA	275	TONS	120.00	33,000.00	134.00	36,850.00	148.00	40,700.00
					-		-		-
	TOTAL			**$**	**35,000.00**	**$**	**39,850.00**	**$**	**45,200.00**

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BENTON COUNTY
PUBLIC WORKS CONTRACT

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY,** a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **CENTRAL WASHINGTON ASPHALT, INC.,** a corporation organized under the laws of the State of Washington with its principal offices at 16004 E. Field Road Benton City, WA 99320(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 –Request For Bids;
b. Exhibit B – Washington State Prevailing Wage Rates for Public Works Contracts.

2. DURATION OF CONTRACT

The term of this Contract shall begin on the last date signed and shall expire on September 30, 2024. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

a. The CONTRACTOR shall provide paving application of commercial HMA on Acord Rd. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Request For Bids", which is attached hereto and incorporated herein by reference.

b. In the event that the requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with the other contractor. In the event that the

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requested work requires, under State or local law, the issuance of a building or other permit, CONTRACTOR shall be responsible for procuring such permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur.

c. 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.

d. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice or as otherwise specified herein.

e. All work performed by CONTRACTOR shall be performed to Washington State Department of Transportation Standard Specifications 2024 edition.

f. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

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

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name:	Tyson Morris, Regional Manager
Address:	16004 E. Field Road Benton City, WA 99320
Phone:	(509) 588-5214
Email:	tyson@cwainc.us

b. For COUNTY:

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Name:	Matt Mahoney
Address:	102206 East Wiser Parkway Kennewick, WA 99338
Phone:	(509) 786-5611
Email:	publicworks@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid at the rates set forth in Exhibit A, "Request For Bids", 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 thirty-five thousand $35,000.00), excluding W.S.S.T. The CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the maximum total amount payable set forth in this section and that its total billings will not exceed the maximum total amount payable. The CONTRACTOR shall inform the COUNTY promptly in writing if the CONTRACTOR's cumulative accounts receivable attributable to the COUNTY, pursuant to this Contract, reaches eighty percent (80%) of the maximum total amount payable so that budgeting and approval of additional amounts may be obtained (if appropriate). Any dollar amount above the maximum total amount payable will only be approved with an amendment to this Contract.

c. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages via https://secureaccess.wa.gov/ and then forward a copy of the statement to COUNTY'S Contract Representative. At the completion of all work contemplated by this Contract, or at the end of the contract term, whichever comes first, CONTRACTOR shall submit an Affidavit of Wages Paid via https://secureaccess.wa.gov/ and then forward a copy of the affidavit to COUNTY'S Contract Representative. No final payment will be made until the affidavit is provided. COUNTY requires that all Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid be filed electronically with https://secureaccess.wa.gov/.

d. The CONTRACTOR may invoice the COUNTY for filing fees paid to the Washington State Department of Labor and Industries for filing one Statement of Intent to Pay Prevailing Wages and one Affidavit of Wages Paid when billable work is performed.

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

6. INVOICING

a. The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, and the date of service and shall also reference the work order provided to COUNTY as required in Section 3.c. of this Contract.

b. Before or at the time that the CONTRACTOR submits its first invoice, the CONTRACTOR and any subcontractors and sub-subcontractors employed by the CONTRACTOR for the work contemplated by this Contract shall submit a Statement of Intent to Pay Prevailing Wages via https://secureaccess.wa.gov and then forward a copy of the statement to the COUNTY's Contract Representative.

c. The CONTRACTOR shall not be paid for work rendered under this Contract until all required parties have executed and submitted a Statement of Intent to Pay Prevailing Wages in accordance with this section and the work has been performed to the satisfaction of the COUNTY. The COUNTY shall only be liable to pay for invoiced amounts that are detailed and supported as described in this section. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY and will remit payment for the accepted work, less any retainage or other legally withheld funds, within thirty (30) days after receiving the invoice.

d. For each invoiced and approved payment due to the CONTRACTOR under this section, the COUNTY shall withhold from the earned portion of the payment (*i.e.* that portion excluding sales tax or other tax) five percent (5%) as a contract retainage, pursuant to RCW 60.28.011 and in accordance with chapter 60.28 RCW. Within ten (10) days following the execution of this Contract, the CONTRACTOR shall submit written notice to the COUNTY stating the method it has elected pursuant to RCW 60.28.011(4) for the holding of moneys retained by the COUNTY. If such written election is not received by the COUNTY, then the COUNTY may choose any method allowed by RCW 60.28.011(4)(a)-(c) for holding the retained moneys.

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7. AMENDMENTS AND CHANGES IN WORK

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

b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY or Change Order Executed by Deputy County Administrator or County Administrator pursuant to County Procurement, Leasing and Policy section 4.7.

8. HOLD HARMLESS AND INDEMNIFICATION

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

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

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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 8 shall survive termination and expiration of this Contract.**

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR or the CONTRACTOR'S employees, agents, or subcontractors. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into this Contract, are reflected in the CONTRACTOR's compensation, and have been mutually negotiated by the parties.

9. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

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

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

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

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

The CONTRACTOR must provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 8. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights

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or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

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

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

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

d. **Other Insurance Provisions:**

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

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

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

4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is

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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.

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

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All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have an A. M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

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

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

3. All written notices under this Section 9 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.

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

10. PERFORMANCE AND PAYMENT BONDS

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to one hundred percent (100%) of the contract sum as security for the performance by the contractor of this Contract and payment of all the persons performing labor and supplying materials pursuant to this Contract. PROVIDED that the CONTRACTOR may elect, in lieu of the

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bonds, to allow the COUNTY to retain ten percent (10%) of the contract amount either for a period of thirty (30) days after the date of final acceptance, or until all necessary releases from the Washington State Department of Revenue, the Washington State Department of Labor and Industries, and the Employment Security Department have been received and any liens filed under chapter 60.28 RCW have been settled, whichever is later. Proof of the performance and payment bonds, or written notification of the CONTRACTOR'S desire to elect the alternative to the bonds (described above), must be received by COUNTY within ten (10) days following the execution of this Contract.

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

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

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

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

d. The CONTRACTOR shall pay for all taxes, fees, licenses, or

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payments required for the performance of work under this Contract by federal, state, or local law that is now or may be enacted during the term of this Contract.

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

13. INSPECTION OF BOOKS AND RECORDS

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

14. CHOICE OF LAW AND JURISDICTION

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

15. SUCCESSORS AND ASSIGNS

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

16. TERMINATION

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 thirty (30) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for actual costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 6, Invoicing. Nothing in this Section shall limit the rights of the COUNTY pursuant to this Contract or by law.

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b. The CONTRACTOR may terminate this Contract in whole or in part whenever the CONTRACTOR determines in its sole discretion that such termination is in the best interests of the CONTRACTOR. The CONTRACTOR may terminate this Contract upon giving thirty (30) days written notice by certified mail to the COUNTY. 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 Section 6, Invoicing. Nothing in this Section shall limit the rights of the COUNTY pursuant to this Contract or by law.

17. COMPLIANCE WITH LAWS AND PREVAILING WAGES

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract, including, but not limited to, prevailing wage laws. Specifically, at a minimum, the prevailing wages set out in Exhibit <<B>>, which is attached hereto and incorporated herein by reference, shall be paid to all employees, agents, subcontractors, and sub-subcontractors who do any work for the CONTRACTOR on this project. The CONTRACTOR shall ensure that all subcontractors or sub-subcontractors sign an agreement to pay these same wages and that the signed agreement is submitted to the COUNTY prior to subcontractor commencing any work on the project. This schedule of prevailing wages is duplicated from the Washington State Department of Labor and Industries website, it is provided for informational purposes only, and the COUNTY takes no responsibility for any inaccuracies or ambiguities contained therein. If CONTRACTOR believes the schedule contains any such ambiguities or inaccuracies, then the CONTRACTOR is responsible for contacting the Washington State Department of Labor and Industries directly to resolve them. Perceived inaccuracies or ambiguities in the schedule shall not relieve CONTRACTOR from its obligation pursuant to this Contract and relevant law to pay prevailing wages.

18. DEBARMENT CERTIFICATION

The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any State or Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify the Contact designated as the representative to the County of this Contract if, during the

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term of this Contract, the Contractor becomes debarred. The County may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term of this Contract.

19. NONDISCRIMINATION

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

20. DISPUTES

Disputes over the CONTRACTOR's performance shall be promptly addressed in writing by the aggrieved party in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

21. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

22. ENTIRE AGREEMENT

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

23. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4 of this Contract.

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Notice may also be given by e-mail, using the e-mail addresses set forth in Section 4 of this Contract, with the original to follow by regular mail. Notice shall be deemed effective three (3) days following the date of mailing or immediately if personally served. For service by e-mail, service shall be effective at the beginning of the next working day.

24. SEVERABILITY

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

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

25. LITIGATION HOLD NOTICE

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

26. PUBLIC RECORDS ACT

The CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, Chapter 42.56 RCW. Accordingly, CONTRACTOR understands that to the extent a proper request is made the COUNTY may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR regards as confidential or proprietary. To the extent that

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CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, CONTRACTOR agrees to conspicuously mark the records as such. The CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. The COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

27. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, provisions for: indemnification; insurance; non-waiver; inspection of books and records; choice of law; compliance with laws; litigation hold; and the Public Records Act.

28. CONFIDENTIALITY

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

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 -

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

Date:_____	Date: 5/1/2024
BENTON COUNTY	**CENTRAL WASHINGTON ASPHALT, INC.**
	DocuSigned by: DB9DFC8FC7F049C... Signature
Chairman or Chairman Pro-Tem Benton County Board of County Commissioners	Regional Manager Title:
Approved as to Form: DocuSigned by: D9A9308B67BB475...	Darren Bender
LeeAnn Holt, Civil Deputy Prosecuting Attorney	PRINTED NAME

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EXHIBIT A

REQUEST FOR BIDS

Project:	Benton County Public Works – Acord Rd. Paving Project
Bids Due By:	Monday, April 22, 2024 at 11:00 AM. Bids will not be accepted after the time specified.
Bid Submittal:	Bids may be submitted by email to Danica Hope at procurement@co.benton.wa.us. Bids shall clearly contain **"Request for Bids – Acord Rd. Project"** in the email subject line. Please keep in mind, due to the County's firewall safeguards, emails containing attached documents may be inadvertently delayed or not delivered. It is highly recommended that you request a message read receipt for your submittal and/or contact the Purchasing Department at (509) 783-1310 x5665 to confirm receipt of your bid. The County will not be responsible for submittals that are not received due to issues with email transmittal or the firewall.

SCOPE OF WORK:
Acord road needs portions of the asphalt repaired. This will require the application of HMA on multiple sections of road. The sections are as follows:

1st portion - Approximately 150' x 28' – both lanes at 3" depth
2nd portion - Approximately 450' x 13' – one lane with no existing asphalt at 2" depth, one lane will be an overlay
3rd portion - Approximately 110' x 26' – both lanes at 3" depth
(see attached Exhibit C for location map)

Asphalt will need to be Commercial HMA and 2" - 3" in depth as indicated above. All work prior to paving will be completed by Benton County.

All work and material shall be in compliance with the Washington State Department of Transportation Standard Specifications 2024 edition. A copy of this publication can be found at the following website https://wsdot.wa.gov/engineering-standards/all-manuals-and-standards/manuals/standard-specifications-road-bridge-and-municipal-construction .

Traffic control will not be required on this project as the road will be closed in its entirety prior to commencement of the project.

DURATION:
The work will be performed Monday – Friday from 7:00 am to 5:00 pm unless otherwise agreed to by County and Contractor.

After execution of the contract and issuance of Notice to Proceed, there will be five (5) working days to complete the project.

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MEASUREMENT & PAYMENT:
The County will pay a lump sum for Mobilization and per ton for HMA used. The quantities entered into the Proposal are only to provide a common proposal for bidders. Actual quantities will be determined in the field as the work progresses and will be paid at the original bid price. The Contractor may only request payment one time in each 30-day period.

OTHER REQUIREMENTS:
The Contractor shall have a current Washington State Business License and any business licenses required by the appropriate County.

All work must be performed to Washington State Department of Transportation Standard Specifications 2024 edition and the specific manufacture's recommendations.

Contractor must ensure that all its employees performing work pursuant to the Contract are equipped with all necessary tools and sufficiently trained to properly perform requested services.

REQUEST FOR BID AND ATTACHED EXHIBITS:
This request for bid consists of this document and the following attachments which are incorporated herein by reference:

- Exhibit A – Benton County Bid Form
- Exhibit B – Sample Public Works Contract
- Exhibit C – Maps of project site

PREPARATION OF BID:
The County will only accept those Bids properly executed on the physical forms it provides. No unauthorized additions or modifications to the bid form are permitted. Each bidder shall complete all portions of the form.

Prices bid in the bid shall be exclusive of Federal Taxes. Washington State Sales tax is not to be included in the bid amount and will be added as a separate line on each invoice in the appropriate amount for each location.

If there are any discrepancies or omissions in this Request for Bid, or any of the attached exhibits, or there are any questions as to the meaning of these documents, a bidder should immediately notify Danica Hope by e-mail at procurement@co.benton.wa.us . Written notice of changes or clarifications to this RFP will be sent to all bidders when required. The County shall not be held responsible for verbal interpretations.

INSURANCE:
If awarded the Contract, Contractor is required to obtain and maintain continuously during the term of the Contract the insurance outlined in the Sample Public Works Contract attached as Exhibit B.

BONDS:
A Performance Bond and Payment Bond for the full contract amount will be required prior to award of the contract. See attached Exhibit C Sample Performance and Payments Bonds for additional information on bond requirements. In accordance with RCW 39.08.010 the Contractor may elect to have additional retainage withheld from amounts due to them in lieu of payment and performance bonds.

PREVAILING WAGES:

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Prevailing wages are required to be paid by the contractor for work on this project in accordance with Washington State Department of Labor and Industry requirements. Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid shall be submitted directly to the County's representative. The Contractor shall submit a Statement of Intent to Pay Prevailing Wages prior to commencement of work. No payment under this contract will be made until the Intent form has been submitted. An Affidavit of Wages paid shall be submitted when project has been completed. Approval and certification of those forms by the industrial statistician is based on the information provided on the forms, and does not constitute approval of the classifications of labor reported. The County requires that all Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid be filed electronically with https://secureaccess.wa.gov/.

Public contract awarding agencies are required by RCW 39.12.030 to include a provision stating the required prevailing rate(s) of wage in the bid and contract specifications for public works. Historically, this has required inclusion of a list of such rates in the specifications. Labor & Industries looked at how to allow an additional option within the law and rule.

Bid specifications may provide the required prevailing wage rate information in this alternate format:

> The Department of Labor & Industries prevailing wage rate website is http://wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm
>
> The publication date to use is the bid due date.
>
> The public works project is located in Benton County.

A copy of the prevailing wage rates, the benefit code key and the supplement are available for viewing at the Purchasing Department, 7122 W Okanogan Place; bldg. E, Suite 210, Kennewick, WA Monday through Friday, between 8:00 a.m. & noon and between 1:00 p.m. & 5:00 p.m. except holidays.

The Purchasing Department will mail a hard copy of the wage rates upon request. We can be reached at (509)783-1310 x5665 or by email at procurement@co.benton.wa.us

PUBLIC WORKS TRAINING:
The undersigned hereby certifies that the contractor has received L & I training, per RCW 39.04.350, or has completed three or more public works projects and has had a valid business license in Washington for three or more years and therefore are exempt from training.

EVALUATION OF BIDS:
The County will award the project to the lowest responsible bidder pursuant to RCW 39.04.350.

Benton County reserves the right to reject all Bids and discontinue the process if it determines that such a course of action is in the best interests of the County. If this course of action is not taken, then a bid award will be made to that responsive and responsible bidder that submits the lowest bid.

This document and the materials enclosed constitute a request to submit Bids only and do not represent an offer by Benton County. Bids submitted in response hereto shall constitute offers to sell the services meeting Benton County specifications. Only upon the County's acceptance of the offer by bid award as provided herein, shall any contractual commitment be created.

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AWARD & EXECUTION OF THE CONTRACT:
Copies of the Contract Provisions, including the unsigned Benton County Public Works Contract, will be available for signature by the successful bidder on the first business day following the award of the contract by the Benton County Board of County Commissioners. The Contracting Agency will determine the number of copies to be executed by the Contractor.

Within ten calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 9 of the Contract, and a satisfactory bond as required by law and Section 10 of the Contract. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under the contract.

Until the Contracting Agency executes a contract, no bid shall bind the Contracting Agency nor shall any work begin within the project limits or within Contracting Agency-furnished sites. The Contractor shall bear all risks for any work begun outside such areas and for any materials ordered before the contract is executed by the Contracting Agency.

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of ten additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

BID PROTESTS:
Prior to bid opening, parties with a potential economic interest in the outcome of a bid may submit a formal written protest to any condition known or that should reasonably have been known prior to bid opening. This includes, but is not limited to, conditions and information stated or provided in the solicitation documents, conditions occurring as a result of distribution of the solicitation documents, conditions occurring during the solicitation process, conditions occurring during any pre-bid meetings or conferences, and related matters prior to bid opening. The official named in the bid document must receive such written protest at least two (2) full business days (the equivalent of 16 business hours) prior to the bid submittal deadline. After that time, interested parties shall be considered to have waived their right to protest such issues.

After bid opening and prior to award, only bidders that submitted a bid, subcontractors, or others that can show substantial economic interest in the bid award and who are aggrieved, are eligible to protest. After bid opening, protests are limited to issues related to bid opening, evaluation of Bids, and intention to award decisions, and are further limited to those items that were not known or could not have been reasonably known prior to bid opening.

Protests must be received within two (2) full business days (the equivalent of 16 business hours) after the bid opening. Any party planning to protest must file written notice of such intention with the official named in the bid document for that purpose. If no notice is received by that official within the 2 business days, all eligible protesters will be considered to have waived their right to protest. Notice of intention must stipulate (1) name, address, and phone number of the aggrieved person; (2) the bid number and title for under which the protest is submitted; (3) the grounds for protest; (4) any evidence supporting the aggrieved parties position.

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After the two business days have passed from bid opening date/time, the County may, in the Agency's determination, suspend the award decision to allow consideration of the protest before award is made, or declare its intent to award and wait a minimum of 16 business hours (2 business days as defined above) before entering into a contract.

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EXHIBIT A

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BID FORM
ACORD ROAD PAVING PROJECT

Company Name Central Washington Asphalt, Inc.

ACKNOWLEDGEMENT OF ADDENDA:
The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

Addendum No. 1, dated 0

Addendum No. 2, dated _____

BID AMOUNT:

QUANTITY	UNIT	DESCRIPTION	PRICE PER UNIT	TOTAL AMOUNT
1	L.S.	Mobilization	$2,000.00	$2,000.00
275	Tons	Furnishing and Placing Commercial HMA	$120.00	$33,000.00
		Total Bid Amount		$35,000.00

GENERAL ACKNOWLEDGEMENT:
The undersigned hereby certifies that they have examined the location of the work outlined in the request for proposal, and has read and thoroughly understands the plans, specifications and contract governing the work embraced in this project, and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this project in accordance with the said plans, specifications and contract, and the above lump sum price.

BID BOND:
The undersigned hereby certifies that a proposal guaranty in an amount of five percent (5%) of the total bid, and in one of the forms as indicated below, is attached hereby:

Cashier's Check _____ In the Amount of _____

Certified Check _____ ($_____) Payable to the County Treasurer of Benton County, Washington.

Bid Bond X In the amount of 5% of the Bid.

CONTRACTOR'S LICENSE: CENTRWA181PG

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The undersigned states that it is a duly licensed contractor, for the type of work proposed, in the State of Washington, and that all fees, permits, etc., pursuant to submitting this bid have been paid in full.

PUBLIC WORKS TRAINING:
The undersigned hereby certifies that the contractor has received L & I training, per RCW 39.04.350, or has completed three or more public works projects and has had a valid business license in Washington for three or more years and therefore are exempt from training.

ASSURANCE OF NON-DISCRIMINATION
The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

NON-COLLUSION DECLARATION
I hereby declare, under penalty of perjury under the laws of the United States that the following statement is true and correct:

That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES
The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of Chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction.

{PROPOSAL MUST BE SIGNED ON NEXT PAGE}

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SUBMISSION OF BID

Respectfully submitted this 22nd day of April 2024.

COMPANY NAME: Central Washington Asphalt, Inc.

AUTHORIZED SIGNATURE: Tyson

TYPE OR PRINT NAME: Tyson Morris

TITLE: Regional Manager

STREET ADDRESS: 16004 E. Field Road

CITY, STATE, ZIP: Benton City, WA 99320

TELEPHONE NO.: (509) 588-5214

EMAIL: tyson@cwainc.us

CONTRACTOR'S LICENSE NO.: CENTRWA181PG

UBI NO.: 600-452-097

WASHINGTON STATE EMPLOYMENT SECURITY NO.: 511964-003

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BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Central Washington Asphalt, Inc.

as Principal, hereinafter called the Principal,

and the Liberty Mutual Insurance Company,

of Seattle, Washington, a corporation duly organized under

the laws of the State of Massachusetts, as Surety, hereinafter called the Surety, are held and firmly bound unto

Benton County as Obligee, hereinafter called the Obligee,

in the sum of Five Percent (5%) of Bid Amount

Dollars ($ Five Percent (5%) of Bid Amount), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Acord Rd. Paving Project

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 22nd day of April, 2024.

Witness

Central Washington Asphalt, Inc. (Seal)
Principal

Title

Katie Snider
Witness

Liberty Mutual Insurance Company

By
Attorney-in-Fact

Aliceon A. Keltner

S-0054/GE 12/00

XDP

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This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8211385 - 023049**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aliceon A. Keltner, Alyssa J. Lopez, Amber Lynn Reese, Amelia G. Burrill, Annelies M. Richie, Brandon K. Bush, Brent E. Heilesen, Carley Espiritu, Christopher Kinyon, Donald Shanklin, Jr., Eric A. Zimmerman, Holli Albers, Jacob T. Haddock, James B. Binder, Jamie L. Marques, Julianne Morris, Julie R Truitt, Justin Dean Price, Katharine J. Snider, Lindsey Elaine Jorgensen, Lois F. Weathers, Michael Mansfield, Sarah Whitaker, Tamara A. Ringeisen

all of the city of Tacoma state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of March, 2024.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 25th day of March, 2024 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of April, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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Washington State Department of Transportation

Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

Project Name Acord Road Paving

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.

Subcontractor Name None Proposed

Work to be performed

Subcontractor Name

Work to be performed

Subcontractor Name

Work to be performed

Subcontractor Name

Work to be performed

Subcontractor Name

Work to be performed

* Bidder's are notified that it is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc, are considered electrical equipment and therefore considered part of electrical work, even if the installation is for future use and no wiring or electrical current is connected during the project.

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EXHIBIT B

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BENTON COUNTY
PUBLIC WORKS CONTRACT

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and <<**NAME**>>, a corporation organized under the laws of the State of Washington with its principal offices at <<address>> (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 – Request for Bids;
b. Exhibit B – Contractor Bid; and
c. Exhibit C – Washington State Prevailing Wage Rates for Public Works Contracts.

2. DURATION OF CONTRACT

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

3. SERVICES PROVIDED

a. The CONTRACTOR shall provide <<insert brief description of the scope of work >>. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "<<Scope of Work>>", which is attached hereto and incorporated herein by reference.

b. In the event that the requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with the other contractor. In the event that the

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requested work requires, under State or local law, the issuance of a building or other permit, CONTRACTOR shall be responsible for procuring such permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur.

c.

d.

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. All work performed by CONTRACTOR shall be performed to Washington State Department of Transportation Standard Specifications 2024 edition.

g. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

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

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name:	<<Name>>
Address:	<<Street>>
	<<City, State, Zip Code>>
Phone:	<<Phone>>
Email:	<<E-mail>>

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b. For COUNTY:

Name: Matt Mahoney
Address: 102206 East Wiser Parkway
Kennewick, WA 99338
Phone: (509) 786-5611
Email: publicworks@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid <<insert [at the rates set forth in Exhibit B, "<<Fees/Compensation>>", which is attached hereto and incorporated herein by reference] or [a flat fee of <<Dollar Amount>> ($_____), including W.S.S.T., in accordance with Exhibit B, "<<Fees/Compensation>>", 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 <<Dollar Amount in Words>> ($_____), including W.S.S.T. The CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the maximum total amount payable set forth in this section and that its total billings will not exceed the maximum total amount payable. The CONTRACTOR shall inform the COUNTY promptly in writing if the CONTRACTOR's cumulative accounts receivable attributable to the COUNTY, pursuant to this Contract, reaches eighty percent (80%) of the maximum total amount payable so that budgeting and approval of additional amounts may be obtained (if appropriate). Any dollar amount above the maximum total amount payable will only be approved with an amendment to this Contract.

c. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages via https://secureaccess.wa.gov/ and then forward a copy of the statement to COUNTY'S Contract Representative. At the completion of all work contemplated by this Contract, or at the end of the contract term, whichever comes first, CONTRACTOR shall submit an Affidavit of Wages Paid via https://secureaccess.wa.gov/ and then forward a copy of the affidavit to COUNTY'S Contract Representative. No final payment will be made until the affidavit is provided. COUNTY requires that all Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid be filed electronically with https://secureaccess.wa.gov/.

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d. The CONTRACTOR may invoice the COUNTY for filing fees paid to the Washington State Department of Labor and Industries for filing one Statement of Intent to Pay Prevailing Wages per year and one Affidavit of Wages Paid when work is performed.

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

6. INVOICING

a. The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, and the date of service and shall also reference the work order provided to COUNTY as required in Section 3.c. of this Contract.

b. Before or at the time that the CONTRACTOR submits its first invoice, the CONTRACTOR and any subcontractors and sub-subcontractors employed by the CONTRACTOR for the work contemplated by this Contract shall submit a Statement of Intent to Pay Prevailing Wages via https://secureaccess.wa.gov and then forward a copy of the statement to the COUNTY's Contract Representative.

c. The CONTRACTOR shall not be paid for work rendered under this Contract until all required parties have executed and submitted a Statement of Intent to Pay Prevailing Wages in accordance with this section and the work has been performed to the satisfaction of the COUNTY. The COUNTY shall only be liable to pay for invoiced amounts that are detailed and supported as described in this section. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY and will remit payment for the accepted work, less any retainage or other legally withheld funds, within thirty (30) days after receiving the invoice.

d. For each invoiced and approved payment due to the CONTRACTOR under this section, the COUNTY shall withhold from the earned portion of the payment (*i.e.* that portion excluding sales tax or other tax) five percent (5%) as a contract retainage, pursuant to RCW 60.28.011 and in accordance with chapter 60.28 RCW. Within ten (10) days following the execution of this Contract, the CONTRACTOR shall submit written notice to the COUNTY stating the method it has elected pursuant to RCW

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60.28.011(4) for the holding of moneys retained by the COUNTY. If such written election is not received by the COUNTY, then the COUNTY may choose any method allowed by RCW 60.28.011(4)(a)-(c) for holding the retained moneys.

7. AMENDMENTS AND CHANGES IN WORK

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

b. No amendment or modification shall be made to this Contract, unless set forth in a written Change Order signed by CONTRACTOR, the County Engineer, County Administrator, and the Public Works Manager.

8. HOLD HARMLESS AND INDEMNIFICATION

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

b. In any and all claims against the COUNTY or its officers, officials, employees, or agents by any employee of the

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CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under workers compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 8 shall survive termination and expiration of this Contract.**

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR or the CONTRACTOR'S employees, agents, or subcontractors. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into this Contract, are reflected in the CONTRACTOR's compensation, and have been mutually negotiated by the parties.

9. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

a. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries

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prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

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

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

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

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

The CONTRACTOR must provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 8. CONTRACTOR'S commercial general liability policy shall

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provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

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

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

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

d. **Other Insurance Provisions:**

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

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

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

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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 Contractshall be written on an Occurrence Policy form.

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

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

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

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have an A. M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

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

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

3. All written notices under this Section 9 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.

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

10. PERFORMANCE AND PAYMENT BONDS

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to one hundred percent (100%) of the contract sum as security for the performance by the contractor of this Contract and payment of all the persons

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performing labor and supplying materials pursuant to this Contract. PROVIDED that the CONTRACTOR may elect, in lieu of the bonds, to allow the COUNTY to retain ten percent (10%) of the contract amount either for a period of thirty (30) days after the date of final acceptance, or until all necessary releases from the Washington State Department of Revenue, the Washington State Department of Labor and Industries, and the Employment Security Department have been received and any liens filed under chapter 60.28 RCW have been settled, whichever is later. Proof of the performance and payment bonds, or written notification of the CONTRACTOR'S desire to elect the alternative to the bonds (described above), must be received by COUNTY within ten (10) days following the execution of this Contract.

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

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

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

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

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

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

13. INSPECTION OF BOOKS AND RECORDS

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

14. CHOICE OF LAW AND JURISDICTION

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

15. SUCCESSORS AND ASSIGNS

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

16. TERMINATION

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 thirty (30) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for actual costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 6, Invoicing. Nothing in this Section shall limit the rights of the COUNTY pursuant to this Contract

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or by law.

b. The CONTRACTOR may terminate this Contract in whole or in part whenever the CONTRACTOR determines in its sole discretion that such termination is in the best interests of the CONTRACTOR. The CONTRACTOR may terminate this Contract upon giving thirty (30) days written notice by certified mail to the COUNTY. 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 Section 6, Invoicing. Nothing in this Section shall limit the rights of the COUNTY pursuant to this Contract or by law.

17. COMPLIANCE WITH LAWS AND PREVAILING WAGES

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract, including, but not limited to, prevailing wage laws. Specifically, at a minimum, the prevailing wages set out in Exhibit <<C>>, which is attached hereto and incorporated herein by reference, shall be paid to all employees, agents, subcontractors, and sub-subcontractors who do any work for the CONTRACTOR on this project. The CONTRACTOR shall ensure that all subcontractors or sub-subcontractors sign an agreement to pay these same wages and that the signed agreement is submitted to the COUNTY prior to subcontractor commencing any work on the project. This schedule of prevailing wages is duplicated from the Washington State Department of Labor and Industries website, it is provided for informational purposes only, and the COUNTY takes no responsibility for any inaccuracies or ambiguities contained therein. If CONTRACTOR believes the schedule contains any such ambiguities or inaccuracies, then the CONTRACTOR is responsible for contacting the Washington State Department of Labor and Industries directly to resolve them. Perceived inaccuracies or ambiguities in the schedule shall not relieve CONTRACTOR from its obligation pursuant to this Contract and relevant law to pay prevailing wages.

18. DEBARMENT CERTIFICATION

The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any State or Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters.

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The Contractor shall immediately notify the Contact designated as the representative to the County of this Contract if, during the term of this Contract, the Contractor becomes debarred. The County may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term of this Contract.

19. NONDISCRIMINATION

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

20. DISPUTES

Disputes over the CONTRACTOR's performance shall be promptly addressed in writing by the aggrieved party in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

21. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

22. ENTIRE AGREEMENT

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

23. NOTICES

Any notices shall be effective if personally served upon the other

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

24. SEVERABILITY

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

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

25. LITIGATION HOLD NOTICE

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

26. PUBLIC RECORDS ACT

The CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, Chapter 42.56 RCW. Accordingly, CONTRACTOR understands that to the extent a proper request is made the COUNTY may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in

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CONTRACTOR'S possession. This may include records that CONTRACTOR regards as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, CONTRACTOR agrees to conspicuously mark the records as such. The CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. The COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

27. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, provisions for: indemnification; insurance; non-waiver; inspection of books and records; choice of law; compliance with laws; litigation hold; and the Public Records Act.

28. CONFIDENTIALITY

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

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 -

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

Date:_____	Date:_____
BENTON COUNTY	**<COMPANY NAME>**
Chairman or Chairman Pro-Tem Benton County Board of County Commissioners	Signature
Approved as to Form:	Title:
Civil Deputy Prosecuting Attorney	PRINTED NAME

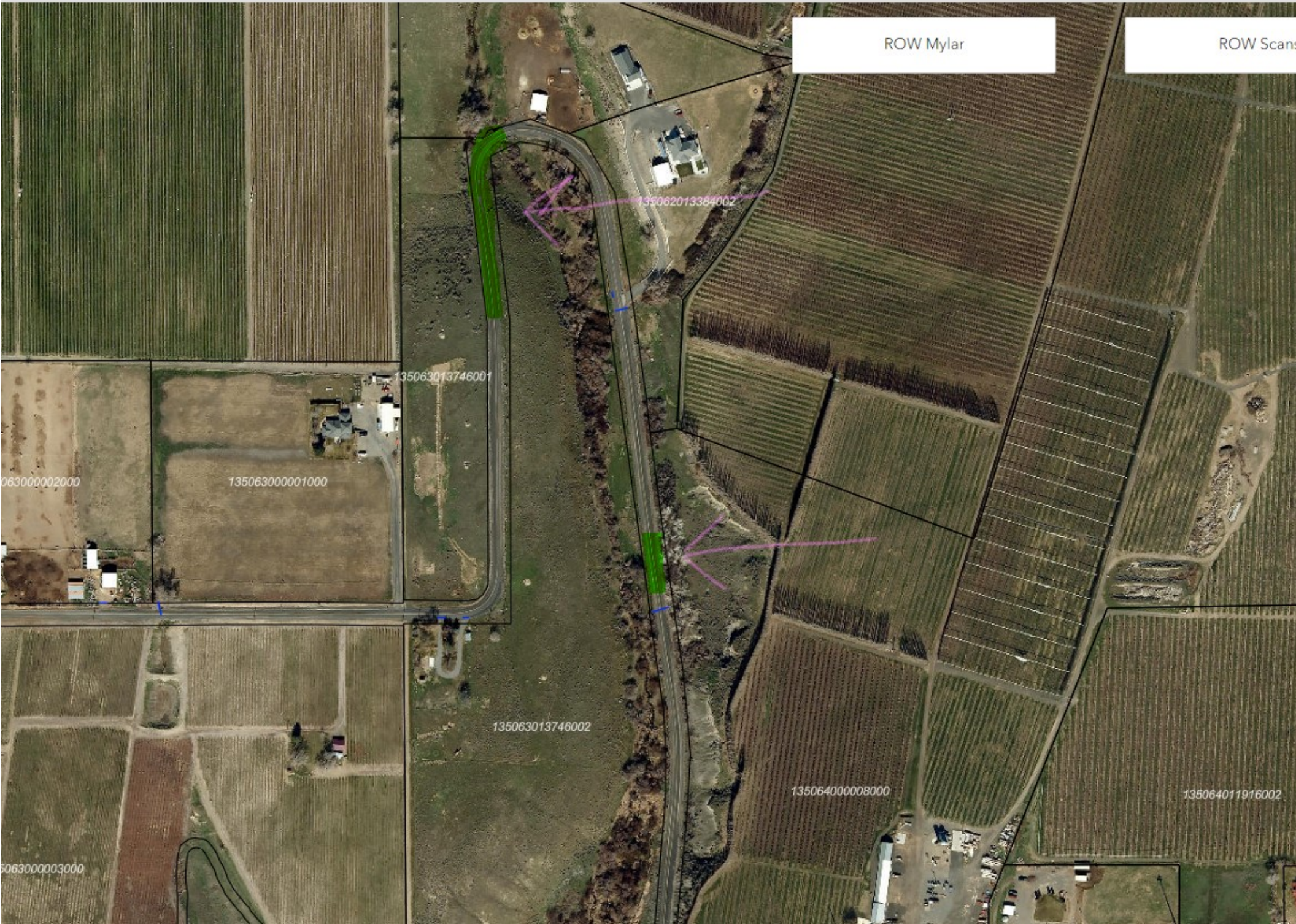
DocuSign Envelope ID: A4A60025-7BA9-4071-A0A4-88D43D64A974

EXHIBIT C

DocuSign Envelope ID: A4A60025-7BA9-4071-A0A4-88D43D64A974

Public Works Department V3

CRAB Data | Utility Encroachment Editor | Traffic Count Editor | Road Approach Editor



DocuSign Envelope ID: A4A60025-7BA9-4071-A0A4-88D43D64A974

EXHIBIT B

State of Washington
Department of Labor & Industries
Prevailing Wage Section
PO Box 44540, Olympia, WA 98504-4540
360-902-5335

Public contract awarding agencies are required by RCW 39.12.030 to include a provision stating the required prevailing rate(s) of wage in the bid and contract specifications for public works. Historically, this has required inclusion of a list of such rates in the specifications. Labor & Industries looked at how to allow an additional option within the law and rule.

Bid specifications may provide the required prevailing wage rate information in this alternate format:

> The Department of Labor & Industries prevailing wage rate website is http://wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm
>
> The publication date to use is April 22, 2024.
>
> The public works project is located in Benton County.

A copy of the prevailing wage rates, the benefit code key and the supplement are available for viewing at the Public Works Department, 102606 Wiser Parkway, Kennewick, WA Monday through Friday, between 8:00 a.m. & noon and between 1:00 p.m. & 5:00 p.m. except holidays.

The Public Works Department will mail a hard copy of the wage rates upon request. We can be reached at (509)786-5611 or (509)736-3084 or by email at publicworks@co.benton.wa.us

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 14, 2024
Subject:	Authorizing payment to Meier Architecture & Engineering, Inc for the Training Center
Presenter:	
Prepared By:	D. Hope
Reviewed By:	Purchasing Department

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

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

Summary / Background Information

The Procurement Department negotiated a contract with Meier Architecture & Engineering, Inc., Resolution 2022-929, for design and construction support for the Law Enforcement Training Center at the Rattlesnake Mountain Shooting Range Facility. That contract expired on December 31, 2023, before a contract amendment could be executed and prior to the completion of the construction.

There is one outstanding invoice due to Meier for construction administration services in the amount of $500.00 that needs to be paid. This final billing falls with the total amount of the original contract. The Director of Operations and Capital Programs is requesting the Board to approve payment to Meier Architecture & Engineering, Inc. for work completed on the Training Center Project.

Fiscal Impact

Amount: $500.00 excluding WSST

Fund: Capital Projects

Recommendation

Approve the payment to Meier Architecture & Engineering for work completed on the Training Center Project in the amount of $500.00 excluding WSST.

Suggested Motion

Approve as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING PAYMENT TO MEIER ARCHITECTURE & ENGINEERING, INC. FOR WORK PERFORMED ON THE LAW ENFORCEMENT TRAINING CENTER AT RATTLESNAKE SHOOTING RANGE FACILITY

WHEREAS, the Procurement Department negotiated a contract with Meier Architecture & Engineering, Inc., Resolution 2022-929, for design and construction support for the Law Enforcement Training Center at the Rattlesnake Shooting Range Facility; and

WHEREAS, the contract expired on December 31, 2023, before a contract amendment could be executed and prior to completion of the project; and

WHEREAS, there is one outstanding invoice due to Meier for construction and administrative services in the amount of $500.00 that needs to be paid and falls within the total amount of the original contract; and

WHEREAS, the work has been performed and the Director of Operations and Capital Programs is requesting the Board to approve payment to Meier Architecture & Engineering, Inc., Kennewick, WA in the amount of $500.00 excluding WSST; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners hereby authorizes payment to Meier Architecture & Engineering, Inc., of Kennewick, WA in the amount of $500.00 excluding WSST.

Dated this 14th day of May 2024

_____
Chairman

_____
Chairman Pro-Tem

_____
Commissioner

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig.: Purchasing Dept. D. Hope
cc: Auditor, PA, Meier

ARCHITECTURE • ENGINEERING
12 W. Kennewick Avenue
Kennewick, WA 99336
P: 509.735.1589 F: 509.783.5075
www.meierinc.com

Robert Blain
Benton County
PO Box 910
Prosser, WA 99350

April 17, 2024
Invoice No: 24409

Project Manager Gary Fleming

Project 22-09090 Rattlesnake Mountain Shooting Facility Training Center

Professional Services for the Period:February 24, 2024 to March 29, 2024

Billing Group 2 Bidding and Construction Support

Fixed Fee

Total Fee	10,000.00			
Percent Complete	100.00	Total Earned	10,000.00	
		Previous Fee Billing	9,500.00	
		Current Fee Billing	500.00	
		Total Fee		**500.00**
			Billing Group Total	**$500.00**
			Total Amount Due This Invoice	**$500.00**

OK To Pay RO
04.22.2024
RES 2022-929

We accept Visa, MC and American Express. https://meierarchitecht.securepayments.cardpointe.com/pay? All invoices are due upon receipt. A late charge of 1.5% will be added to any unpaid balance after 30 days.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 14, 2024
Subject:	Rescinding Resolution 2024-0031 and 2024-0183 and Ratifying Change Order #2 to Banlin Construction, LLC contract for the Justice Center Tenant Improvement Project
Presenter:	
Prepared By:	D. Hope
Reviewed By:	Procurement

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

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

Summary / Background Information

On July 18, 2023, the Board of Benton County Commissioners, via resolution 2023-517, executed the contract with Banlin Construction, LLC for the construction of the Justice Center TI Project in the amount of $1,865,128.00.

The Board has approved three (3) change orders, Resolutions 2023-648, 2024-0031 and 2024-0183 for a total of $33,633.68.

Change order #2 (2024-0031) and #3 (2024-0183) have mathematical errors and missing documentation and therefore need to be rescinded and the changes will be part of the new Change Order #2 along with the additional proposals listed below.

Change Order Proposal No. 3 kept the existing door frame 42R and the associated rework of the opening and added the removal/disposal of office furniture in the amount of $1,335.35, excluding WSST; and

Change Order Proposal No. 4 was for additional gypsum board to infill around door 44E in the amount of $1,077.55 excluding WSST; and

Change Order Proposal No. 7 removed the scope of Indicator and EMC from door hardware in the amount of ($1,260.00) excluding WSST; and

Change Order Proposal No. 8 relocated the power and data for the furniture in the amount of $6,931.88 excluding WSST, and adds fourteen (14) calendar days to the contract; and

Change Order Proposal No. 9 moved some work to be performed on Saturdays to minimize disruptions to court proceedings in the amount of $5,026.12 excluding WSST, and adds five (5) calendar days to the contract; and

Change Order Proposal No. 10 authorized work on a Saturday for saw cutting due to the noise and disruption of court proceedings in the amount of $10,219.22 excluding WSST, and adds two (2) calendar days to the contract; and

Change Order Proposal No. 12 converts two offices into one larger conference room for Superior Court in the amount of $3,192.88 and adds five (5) calendar days to the contract, excluding WSST; and

Change Order Proposal No. 13 is to repair an uneven concrete floor that was discovered during the demolition of the new Jury Room area in the amount of $1,822.00 excluding WSST, and adds four (4) calendar days to the contract; and

Change Order Proposal No. 14 is to provide rough-in plumbing for a future drinking fountain in the new Jury Room in the amount of $4,836.63 excluding WSST, and adds three (3) calendar days to the contract; and

Change Order Proposal No. 15 is a zero-cost change order extending working days an additional forty-two (42) days for construction to allow for longer than expected material lead times; and

Change Order Proposal No. 16 is to provide additional power and data to the front kiosk area of the new Jury Room in the amount of $1,369.15 excluding WSST, and adding two (2) calendar days; and

Change Order Proposal No. 17 replaces the glazing in the office in the amount of $1,332.62, excluding WSST; and

Change Order Proposal No. 18 is for additional work in the Superior Court offices/jury rooms in the amount of $21,921.40, excluding WSST, and adding fourteen (14) calendar days to the contract; and

Change Order No. 2 will increase the overall contract amount a total of $57,804.80, excluding WSST, for a new total contract in the amount of $1,933,931.46, excluding WSST, and increase the contract construction days a total of ninety-one (91) calendar days.

The Director of Operations and Capital Programs has reviewed the change order proposals, and the Deputy County Administrator has signed the same. Pursuant to the Benton County Procurement, Leasing and Contracting Policy (Resolution 2021-233) the Board of County Commissioners needs to ratify the Contract Change Orders.

Fiscal Impact

Amount: $57,804.80 excluding WSST

Fund: Capital Projects Fund

Recommendation

Rescind Resolutions 2024-0031 and 2024-0183 and Ratify Change Order No. 2 to Banlin Construction, LLC's contract for Justice Center Tenant Improvement Project in the amount of $57,804.80, excluding WSST, for a new contract amount of $1,933,931.46, and increase the contract construction days a total of ninety-one (91) calendar days.

Suggested Motion

Approve as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF RESCINDING RESOLUTIONS 2024-0013 AND 2024-0183 AND RATIFYING CHANGE ORDER NO. 2 TO BANLIN CONSTRUCTION, LLC'S CONTRACT FOR JUSTICE CENTER TENANT IMPROVEMENT PROJECT

WHEREAS, on July 18, 2023, the Board of Benton County Commissioners, via resolution 2023-517, executed the contract with Banlin Construction, LLC for the construction of the Justice Center TI Project in the amount of $1,865,128.00; and

WHEREAS, the Board has approved three (3) change orders, Resolutions 2023-648; 2024-0031; and 2024-0183 for a total of $33,633.68; and

WHEREAS, change order #2 (2024-0031) and #3 (2024-0183) have mathematical errors and missing documentation and therefore need to be rescinded and the changes will be part of the new Change Order #2 along with the additional proposals listed below; and

WHEREAS, Change Order Proposal No. 3 kept the existing door frame 42R and the associated rework of the opening and added the removal/disposal of office furniture in the amount of $1,335.35, excluding WSST; and

WHEREAS, Change Order Proposal No. 4 was for additional gypsum board to infill around door 44E in the amount of $1,077.55 excluding WSST; and

WHEREAS, Change Order Proposal No. 7 removed the scope of Indicator and EMC from door hardware in the amount of ($1,260.00) excluding WSST; and

WHEREAS, Change Order Proposal No. 8 relocated the power and data for the furniture in the amount of $6,931.88 excluding WSST, and adds fourteen (14) calendar days to the contract; and

WHEREAS, Change Order Proposal No. 9 moved some work to be performed on Saturdays to minimize disruptions to court proceedings in the amount of $5,026.12 excluding WSST, and adds five (5) calendar days to the contract; and

WHEREAS, Change Order Proposal No. 10 authorized work on a Saturday for saw cutting due to the noise and disruption of court proceedings in the amount of $10,219.22 excluding WSST, and adds two (2) calendar days to the contract; and

WHEREAS, Change Order Proposal No. 12 converts two offices into one larger conference room for Superior Court in the amount of $3,192.88 and adds five (5) calendar days to the contract, excluding WSST; and

WHEREAS, Change Order Proposal No. 13 is to repair an uneven concrete floor that was discovered during the demolition of the new Jury Room area in the amount of $1,822.00 excluding WSST, and adds four (4) calendar days to the contract; and

WHEREAS, Change Order Proposal No. 14 is to provide rough-in plumbing for a future drinking fountain in the new Jury Room in the amount of $4,836.63 excluding WSST, and adds three (3) calendar days to the contract; and

WHEREAS, Change Order Proposal No. 15 is a zero-cost change order extending working days an additional forty-two (42) days for construction to allow for longer than expected material lead times; and

WHEREAS, Change Order Proposal No. 16 is to provide additional power and data to the front kiosk area of the new Jury Room in the amount of $1,369.15 excluding WSST, and adding two (2) calendar days; and

WHEREAS, Change Order Proposal No. 17 replaces the glazing in the office in the amount of $1,332.62, excluding WSST; and

WHEREAS, Change Order Proposal No. 18 is for additional work in the Superior Court offices/jury rooms in the amount of $21,921.40, excluding WSST, and adding fourteen (14) calendar days to the contract; and

WHEREAS, the Director of Operations and Capital Programs reviewed the change order proposals and the Deputy County Administrator has signed the same; and

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

BE IT RESOLVED, the Board of Benton County Commissioners hereby ratifies Change Order No. 2, attached hereto, to the contract executed by Resolution 2023-517 with Banlin Construction, LLC contract for the Justice Center Tenant Improvement Project in the amount of $57,804.80; and

BE IT FURTHER RESOLVED, the total contract amount will increase $57,804.80, excluding WSST for a new contract amount not to exceed $1,933,931.46, excluding WSST; and

BE IT FURTHER RESOLVED, this change order will increase the contract construction days a total of ninety-one (91) calendar days.

Dated this 14th day of May 2024.

_____
Chairman

_____
Chairman Pro-Tem

_____
Commissioner

Attest:_____
Clerk of the Board

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

Orig.: Procurement D. Hope
cc: Auditor, Banlin

BANLIN CONSTRUCTION

BANLIN Construction

CHANGE PROPOSAL (CP) NO: 003

TO: CKJT Architects
128 Vista Way
Kennewick, WA 99336

ATTN: Melissa McCoy

PROJECT NAME: Benton County Justice Center - Interior Remodel

CONTRACT #:

PROJECT NO:

DATE: 10/10/2023

VIA: Email

FROM: Jasen Banta

CP DESCRIPTION

Keep existing door frame 42R and associated rework of the opening. Remove and dispose of existing office furniture.

This Change Proposal, consisting of an estimate, responds to your Request for Proposal No.	003
The total additional cost for this COP	$2,868.36
The total credit for this COP	-$1,533.01
COP Grand Total	$1,335.35
This Change Proposal is good through:	
The schedule effect of this change is:	0 Calendar Day

Enclosures in support of this proposal includes:

1) BANLIN Construction's Estimate for Change
2)

QUALIFICATIONS

- This proposal covers only the specific items that have been priced as listed on the attached cost breakdown.
- Our pricing is based on the quotes of our subcontractors and suppliers and includes any clarifications, qualifications, and exclusions contained in their quotes

Jasen Banta Digitally signed by Jasen Banta DN: C=US, E=Jasen@Banlinconstruction.com, O=Banlin Construction, CN=Jasen Banta Date: 2023.10.10 14:10:13-07'00' — 10-10-23

SUBMITTED BY: Jasen Banta; Project Manager — DATE

Melissa McCoy — 10/11/2023

APPROVED BY: Melissa McCoy, CKJT Architects — DATE

~~APPROVED BY: Will McKay, Benton County~~
Matt Rasmussen ; Benton County — 10/13/2023

DATE

BANLIN CONSTRUCTION
320 COLUMBIA DRIVE
KENNEWICK, WA. 99336
PHONE: (509) 586-2000
FAX: (509) 586-7777

CONTRACTOR'S ESTIMATE FOR CHANGE

CHANGE PROPOSAL #: 3 DATE: 10/10/2023

Project: Benton County Justice Center - Interior Remodel
Job No: 2023-015
Contractor BANLIN CONSTRUCTION

RC Nos	RFI NO	BULLETIN NO	OTHER

Description

Schedule Effect: Calendar Day

Cost Code	Description	Quantity	Unit	Rate	Total Labor	Material Cost	Subcontract Proposal	Other	Total
	General Conditions								
	Direct GC Field Costs (See page 4)	0	Day	$ 187.39	$ -				$ -
Subtotal					$ -				$ -
	Direct Labor	4							
	Project Manager	0	Hrs.	$ 95.00	$ -				$ -
	Superintendent	0	Hrs.	$ 85.00	$ -				$ -
	Project Engineer/QC	0	Hrs.	$ 60.00	$ -				$ -
	Site Foreman	0	Hrs.	$ 74.95	$ -				$ -
	Carpenter	0	Hrs.	$ 69.95	$ -				$ -
	Laborers (Furniture removal)	5	Hrs.	$ 61.29	$ 306.45				$ 306.45
Subtotal									$ 306.45
	Materials								
	Misc. Materials/Insulation	0	LS	$ -		$ -			$ -
	Disposal (75% of the first dumpster)	1	LS	$ -		$ -		$ 569.48	$ 569.48
Subtotal									$ 569.48
	Subcontractors and Supplies								
	All Safe (4 guys 5 hrs)	20	Hrs.	$ 87.00			$ 1,740.00		$ 1,740.00
		1	LS	$ -			$ -		$ -
		1	LS	$ -			$ -		$ -
		1	LS	$ -			$ -		$ -
		1	LS	$ -			$ -		$ -
		1	LS	$ -			$ -		$ -
Subtotal								**$ 569.48**	**$ 1,740.00**
TOTAL					**$ 306.45**	**$ -**	**$ 1,740.00**	**$ 569.48**	**$ 2,615.93**

OVERHEAD: Banlin Self Perform Work	**5%**	$ 43.80
PROFIT: Banlin Self Perform Work	**5%**	$ 43.80
OVERHEAD: Subcontractors	**2.5%**	$ 43.50
PROFIT: Subcontractors	**2.5%**	$ 43.50
Small tools/Expendables	**2.0%**	$ 6.13
Safety	**2.0%**	$ 6.13
Sub Total:		$ 2,802.78
B&O TAX	**0.471%**	$ 13.20
INSURANCE	**0.5%**	$ 14.08
BOND	**1.360%**	$ 38.30
SUBTOTAL		$ 2,868.36
WSST - Included on Progress Payment Sheet		
TOTAL FOR CHANGE ORDER		**$ 2,868.36**

BANLIN CONSTRUCTION
320 COLUMBIA DRIVE
KENNEWICK, WA. 99336
PHONE: (509) 586-2000
FAX: (509) 586-7777

CONTRACTOR'S ESTIMATE FOR CHANGE

CHANGE PROPOSAL #: 3 DATE: 10/10/2023

Project: Benton County Justice Center - Interior Remodel
Job No: 2023-015
Contractor: BANLIN CONSTRUCTION

Reference:

RC Nos	RFI NO	BULLETIN NO	OTHER
0			0

Description: **Credit given by Banlin and/or subcontractors**

Schedule Effect: 0 **Working Days**

Cost Code	Description	Quantity	Unit	Rate	Total Labor	Material Cost	Subcontract Proposal	Other Cost	Total
	Door Frame	1	LS			$ (443.61)			$ (443.61)
	Door Frame - Labor	2	hrs	$ (69.95)	$ (139.90)				$ (139.90)
	Framing/Drywall - Labor	5	hrs	$ (69.95)	$ (349.75)	$ (200.00)			$ (549.75)
	Paint	4	hrs	$ (69.95)	$ (279.80)	$ (25.00)			$ (304.80)
	Flooring	1	hrs	$ (69.95)	$ (69.95)	$ (25.00)			$ (94.95)
									$ -
									$ -
									$ -
									$ -
									$ -
									$ -
									$ -
									$ -
									$ -
									$ -
									$ -
TOTALS					**$ (839.40)**	**$ (693.61)**	**$ -**	**$ -**	**$ (1,533.01)**

INVOICE

Customer ID:	**29-09212-93005**
Customer Name:	BANLIN CONSTRUCTION
Service Period:	08/01/23-08/31/23
Invoice Date:	09/01/2023
Invoice Number:	2888796-1819-8

How to Contact Us	Your Payment is Due	Your Total Due
Visit wm.com/MyWM Create a My WM profile for easy access to your pickup schedule, service alerts and online tools for billing and more. Have a question? Check our support center or start a chat. **Customer Service: (509) 582-5121**	**10/01/2023** If full payment of the invoiced amount is not received on or before the delinquent date, you will be charged a monthly late charge of 1% of the unpaid amount, with a minimum monthly charge of $1, or such lesser late charge allowed under applicable law, regulation or contract.	**$623.80**

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
135.51		(135.51)		0.00		623.80		**623.80**

IMPORTANT MESSAGES

Service is provided on all holidays except Christmas and New Years Day. When the holiday falls on a weekday, collection will be delayed one day for the remainder of the week. Weather Delay Updates: wmnorthwest.com

Invoice mailed on 09/02/2023. Account delinquent if payment is not posted by 10/01/2023.

Please detach and send the lower portion with payment --- (no cash or staples) -

Phone 509-967-1475 | **Email** Shane@mccdoor.com | **Fax** 509-967-1473

Mid-Columbia Commercial Door, Inc.

6174 West Van Giesen, West Richland, WA 99353

2022 Hours 7:00-4:00 M-Th & 7:00-1:00 Friday

QUOTE

Date:	8/22/2023
To:	Banlin Const.
Attention:	Jasen
Job Name:	Justice Center
Job #:	2306-285
Addendums:	

**********Submittals must be approved before final pricing and ordering.**********
******Contractor must send notice to proceed and expected delivery on Frames******

Quoting Fleming, Stiles and or DCI HM products

Material	Subtotal	Estimated Lead Time
Hollow Metal Frames (1 frame)	-$443.61	
Hollow Metal Doors	$	
Wood Doors	$	
Hardware	$	
Other:	$	
Hollow Metal Window Frames	$	
No Alum. Doors/Frames/Hardware Quoted		
TOTAL	-$443.61	
FOB Our Shop W. Richland Wash.		

If sales tax applies to this order you will need to add the Washington State Sales Tax (8.7%) to the total.

Price is good for 30 Days

QUOTE PRICE **DOES NOT INCLUDE DELIVERY** TO THE JOB SITE. IF DELIVERY IS REQUIRED FEES MAY APPLY.

Exclude: Grouting, Insulation & Bituminous Coating to Frames & Glazing
**********Division 28 Not Quoted**********

Thank You,

Shane Fast

Shane Fast
Mid-Columbia Commercial Doors, Inc.

All special order items are non-refundable once the item(s) have been ordered by Mid-Columbia Commercial Doors, Inc. Also, the customer will be required to pay for the special order item(s) whether they pick up the item(s) or not. If the special item(s) are not picked up within 30 days of our receiving the item(s), an invoice will be generated and sent to the customer, with payment due based on account terms.

BANLIN Construction

CHANGE PROPOSAL (CP) NO: 004

TO: CKJT Architects
128 Vista Way
Kennewick, WA 99336

ATTN: Melissa McCoy

PROJECT NAME: Benton County Justice Center - Interior Remodel

CONTRACT #:

PROJECT NO:

DATE: 10/30/2023

VIA: Email

FROM: Jaden Green

CP DESCRIPTION

Provide additional gypsum board infill around Door 44E.

This Change Proposal, consisting of an estimate, responds to your Request for Proposal No.	004
The total additional cost for this COP	$1,077.55
The total credit for this COP	$0.00
COP Grand Total	$1,077.55
This Change Proposal is good through:	
The schedule effect of this change is:	Calendar Day

Enclosures in support of this proposal includes:

1) BANLIN Construction's Estimate for Change
2)

QUALIFICATIONS

- This proposal covers only the specific items that have been priced as listed on the attached cost breakdown.
- Our pricing is based on the quotes of our subcontractors and suppliers and includes any clarifications, qualifications, and exclusions contained in their quotes

Jaden Green — 10/30/23
SUBMITTED BY: Jaden Green; Project Engineer — DATE

Melissa McCoy — 11/13/2023
APPROVED BY: Melissa McCoy, CKJT Architects — DATE

Matt — 11/20/2023
APPROVED BY: ~~Will McKay, Benton County~~
Matt Rasmussen, Benton County — DATE

BANLIN CONSTRUCTION
320 COLUMBIA DRIVE
KENNEWICK, WA. 99336
PHONE: (509) 586-2000
FAX: (509) 586-7777

CONTRACTOR'S ESTIMATE FOR CHANGE

CHANGE PROPOSAL #: 4 DATE: 10/30/2023

Project: Benton County Justice Center - Interior Remodel
Job No: 2023-015
Contractor: BANLIN CONSTRUCTION

RC Nos	RFI NO	BULLETIN NO	OTHER

Description:

Schedule Effect: **Calendar Day**

Cost Code	Description	Quantity	Unit	Rate	Total Labor	Material Cost	Subcontract Proposal	Other	Total
	General Conditions								
	Direct GC Field Costs (See page 4)	0	LS	$ 231.39	$ -				$ -
Subtotal					$ -				$ -
	Direct Labor								
	Project Manager	1	Hrs.	$ 95.00	$ 95.00				$ 95.00
	Superintendent	1	Hrs.	$ 85.00	$ 85.00				$ 85.00
	Project Engineer/QC	0	Hrs.	$ 60.00	$ -				$ -
	Site Foreman	0	Hrs.	$ 74.95	$ -				$ -
	Carpenter	0	Hrs.	$ 69.95	$ -				$ -
	Laborers	1	Hrs.	$ 61.29	$ 61.29				$ 61.29
Subtotal									$ 241.29
	Materials								
	Material	0	LS	$ -		$ -			$ -
	Equipment	0	LS	$ -		$ -			$ -
Subtotal									$ -
	Subcontractors and Supplies								
	Castillo Interiors	1	LS	$ -			$ 750.00		$ 750.00
		0	LS	$ -			$ -		$ -
		0	LS	$ -			$ -		$ -
		0	LS	$ -			$ -		$ -
		0	LS	$ -			$ -		$ -
Subtotal								$ -	$ 750.00
TOTAL					$ 241.29	$ -	$ 750.00	$ -	$ 991.29

OVERHEAD: Banlin Self Perform Work	**5%**	$ 12.06
PROFIT: Banlin Self Perform Work	**5%**	$ 12.06
OVERHEAD: Subcontractors	**2.5%**	$ 18.75
PROFIT: Subcontractors	**2.5%**	$ 18.75
Small tools/Expendables	**0.0%**	$ -
Safety	**0.0%**	$ -
Sub Total:		$ 1,052.92
B&O TAX	**0.471%**	$ 4.96
INSURANCE	**0.5%**	$ 5.29
BOND	**1.360%**	$ 14.39
SUBTOTAL		$ 1,077.55
WSST - Included on Progress Payment Sheet		
TOTAL FOR CHANGE ORDER		$ 1,077.55

Jaden Green

From: Noe Castillo <ncastillo@castillointeriors.org>
Sent: Monday, October 30, 2023 8:53 AM
To: Jaden Green
Subject: Re: Benton County Justice Center COP

Materials $250.00
Labor $500.00

On Fri, Oct 27, 2023 at 2:42 PM Jaden Green <Jaden@banlinconstruction.com> wrote:

> Noe,
>
> Following up on this. We need the change order broke out between labor and materials for it to get approved.
>
> Thanks,
>
> Jaden Green
>
> Project Engineer
>
> jaden@banlinconstruction.com
>
> (o) 509-586-2000 (c) 509-551-1852
>
> BANLIN CONSTRUCTION
>
> **From:** Jaden Green
> **Sent:** Monday, October 23, 2023 12:05 PM
> **To:** Noe Castillo/ Drywall (ncastillo@castillointeriors.org) <ncastillo@castillointeriors.org>

BANLIN CONSTRUCTION

BANLIN Construction

CHANGE PROPOSAL (CP) NO: 007

TO: CKJT Architects
128 Vista Way
Kennewick, WA 99336

ATTN: Melissa McCoy

PROJECT NAME: Benton County Justice Center - Interior Remodel

CONTRACT #:

PROJECT NO:

DATE: 11/3/2023

VIA: Email

FROM: Jaden Green

CP DESCRIPTION

Remove indicator and EMC from door hardware

This Change Proposal, consisting of an estimate, responds to your Request for Proposal No.	007
The total additional cost for this COP	$0.00
The total credit for this COP	-$1,260.00
COP Grand Total	-$1,260.00
This Change Proposal is good through:	
The schedule effect of this change is:	Calendar Day

Enclosures in support of this proposal includes:

1) BANLIN Construction's Estimate for Change
2)

QUALIFICATIONS

- This proposal covers only the specific items that have been priced as listed on the attached cost breakdown.
- Our pricing is based on the quotes of our subcontractors and suppliers and includes any clarifications, qualifications, and exclusions contained in their quotes

Jaden Green — 11/3/23

SUBMITTED BY: Jaden Green; Project Engineer — DATE

APPROVED BY: Melissa McCoy, CKJT Architects — DATE

APPROVED BY: ~~Will McKay, Benton County~~ Matt Rasmussen, Deputy Administrator — 11/9/2023 — DATE

BANLIN CONSTRUCTION
320 COLUMBIA DRIVE
KENNEWICK, WA. 99336
PHONE: (509) 586-2000
FAX: (509) 586-7777

CONTRACTOR'S ESTIMATE FOR CHANGE

CHANGE PROPOSAL #: 7 DATE: 11/3/2023

Project: Benton County Justice Center - Interior Remodel
Job No: 2023-015
Contractor: BANLIN CONSTRUCTION

Reference:

RC Nos	RFI NO	BULLETIN NO	OTHER
0			0

Description: **Credit given by Banlin and/or subcontractors**

Schedule Effect: 0 **Working Days**

Cost Code	Description	Quantity	Unit	Rate	Total Labor	Material Cost	Subcontract Proposal	Other Cost	Total
	MCCD Backup	1	LS		$ -		$ (1,260.00)		$ (1,260.00)
									$ -
									$ -
									$ -
									$ -
									$ -
									$ -
									$ -
									$ -
									$ -
									$ -
									$ -
									$ -
									$ -
									$ -
TOTALS					$ -	$ -	$ (1,260.00)	$ -	$ (1,260.00)

BANLIN CONSTRUCTION

BANLIN Construction

CHANGE PROPOSAL (CP) NO: 008

TO: CKJT Architects
128 Vista Way
Kennewick, WA 99336

ATTN: Melissa McCoy

PROJECT NAME: Benton County Justice Center - Interior Remodel

CONTRACT #:

PROJECT NO:

DATE: 11/6/2023

VIA: Email

FROM: Jasen Banta

CP DESCRIPTION

Relocate power and data locations for furniture. This price does not include any drywall demo, patch or paint.

This Change Proposal, consisting of an estimate, responds to your Request for Proposal No.	008
The total additional cost for this COP	$6,931.88
The total credit for this COP	$0.00
COP Grand Total	$6,931.88
This Change Proposal is good through:	
The schedule effect of this change is:	14 Calendar Day

Enclosures in support of this proposal includes:

1) BANLIN Construction's Estimate for Change
2)

QUALIFICATIONS

- This proposal covers only the specific items that have been priced as listed on the attached cost breakdown.
- Our pricing is based on the quotes of our subcontractors and suppliers and includes any clarifications, qualifications, and exclusions contained in their quotes

Jasen Banta Digitally signed by Jasen Banta DN: C=US, E=Jasen@Banlinconstruction.com, O=Banlin Construction, CN=Jasen Banta Date: 2023.11.06 12:49:58-08'00'

SUBMITTED BY: Jasen Banta; Project Manager — DATE

APPROVED BY: Melissa McCoy, CKJT Architects — DATE

APPROVED BY: ~~Will McKay, Benton County~~ Matt Rasmussen, Deputy Administrator — DATE 11/9/2023

BANLIN CONSTRUCTION
320 COLUMBIA DRIVE
KENNEWICK, WA. 99336
PHONE: (509) 586-2000
FAX: (509) 586-7777

CONTRACTOR'S ESTIMATE FOR CHANGE

CHANGE PROPOSAL #: 8 DATE: 11/6/2023

Project: Benton County Justice Center - Interior Remodel
Job No: 2023-015
Contractor: BANLIN CONSTRUCTION

RC Nos	RFI NO	BULLETIN NO	OTHER

Description

Schedule Effect: Calendar Day

Cost Code	Description	Quantity	Unit	Rate	Total Labor	Material Cost	Subcontract Proposal	Other	Total
	General Conditions								
		0	LS	$ -	$ -				$ -
Subtotal					$ -				$ -
	Direct Labor								
	Project Manager	4	Hrs.	$ 95.00	$ 380.00				$ 380.00
	Superintendent	16	Hrs.	$ 85.00	$ 1,360.00				$ 1,360.00
	Project Engineer/QC	0	Hrs.	$ 60.00	$ -				$ -
	Site Foreman	0	Hrs.	$ 74.95	$ -				$ -
	Carpenter	0	Hrs.	$ 69.95	$ -				$ -
	Laborers	0	Hrs.	$ 61.29	$ -				$ -
Subtotal									$ 1,740.00
	Materials								
	Material	0	LS	$ -		$ -			$ -
	Equipment	0	LS	$ -		$ -			$ -
Subtotal									$ -
	Subcontractors and Supplies								
	Alpine Electric	1	LS	$ -			$ 4,628.00		$ 4,628.00
		0	LS	$ -			$ -		$ -
		0	LS	$ -			$ -		$ -
		0	LS	$ -			$ -		$ -
		0	LS	$ -			$ -		$ -
Subtotal								$ -	$ 4,628.00
TOTAL					$ 1,740.00	$ -	$ 4,628.00	$ -	$ 6,368.00

OVERHEAD: Banlin Self Perform Work	5%	$ 87.00
PROFIT: Banlin Self Perform Work	5%	$ 87.00
OVERHEAD: Subcontractors	2.5%	$ 115.70
PROFIT: Subcontractors	2.5%	$ 115.70
Small tools/Expendables	0.0%	$ -
Safety	0.0%	$ -
Sub Total:		$ 6,773.40
B&O TAX	0.471%	$ 31.90
INSURANCE	0.5%	$ 34.03
BOND	1.360%	$ 92.55
SUBTOTAL		$ 6,931.88
WSST - Included on Progress Payment Sheet		
TOTAL FOR CHANGE ORDER		$ 6,931.88

Change Order Request

ALPINE ELECTRIC
257 Basin Drive
Burbank, WA 99323

Project: BCJC Interior remodel

Change Order Description: Additional power and data cables for the revised furniture layout.

Item Description: Provide all labor and materials for 120-volt 20-amp receptacles in furniture per revised layout. Drop down in the walls where base connections are located for power and data. Provide extended cables lengths at 36 locations in order to route the cabling through modular furniture according to new layout as provided
Included:

- Power for furniture base equipment connections as per the revised layout
- Labor and materials for 120-volt connects to factory provided power whip
- Provide additional length on 36 cables

Total: **Power connections $2877.00 (Labor $1925.00 / Materials $952.00)**
Data connections $1751.20 (Labor $708.49 / Materials $882.51 / 10% mark-up $159.20)

Approvals:
Work will begin upon signature of approval

Subcontractor: ALPINE ELECTRIC

Signature:

Date: 11/06/2023

Contractor:

Signature:

Date:

BANLIN CONSTRUCTION

BANLIN Construction

CHANGE PROPOSAL (CP) NO: 009

TO: CKJT Architects
128 Vista Way
Kennewick, WA 99336

ATTN: Melissa McCoy

PROJECT NAME: Benton County Justice Center - Interior Remodel

CONTRACT #:

PROJECT NO:

DATE: 12/26/2023

VIA: Email

FROM: Jasen Banta

CP DESCRIPTION

Relocate cleanout into new jury room wall per RFI 008 - Office 123.

This Change Proposal, consisting of an estimate, responds to your Request for Proposal No.	009
The total additional cost for this COP	$5,026.12
The total credit for this COP	$0.00
COP Grand Total	$5,026.12
This Change Proposal is good through:	
The schedule effect of this change is:	5 Calendar Day

Enclosures in support of this proposal includes:

1) BANLIN Construction's Estimate for Change
2)

QUALIFICATIONS

- This proposal covers only the specific items that have been priced as listed on the attached cost breakdown.
- Our pricing is based on the quotes of our subcontractors and suppliers and includes any clarifications, qualifications, and exclusions contained in their quotes

Jaden Green — 12/26/23
APPROVED BY: Jaden Green, Project Engineer — DATE

Melissa McCoy — 12/29/23
APPROVED BY: Melissa McCoy, CKJT Architects — DATE

Matt Rasmussen — 1/8/~~2023~~ 2024
APPROVED BY: ~~Will McKay~~, Benton County — DATE
Matt Rasmussen

BANLIN CONSTRUCTION
320 COLUMBIA DRIVE
KENNEWICK, WA. 99336
PHONE: (509) 586-2000
FAX: (509) 586-7777

CONTRACTOR'S ESTIMATE FOR CHANGE

CHANGE PROPOSAL #: 9 DATE: 12/26/2023

Project: Benton County Justice Center - Interior Remodel
Job No: 2023-015
Contractor: BANLIN CONSTRUCTION

RC Nos	RFI NO	BULLETIN NO	OTHER

Description:

Schedule Effect: **Calendar Day**

Cost Code	Description	Quantity	Unit	Rate	Total Labor	Material Cost	Subcontract Proposal	Other	Total
	General Conditions								
	Direct GC Field Costs (See page 4)	0	LS	$ 231.39	$ -				$ -
Subtotal					$ -				$ -
	Direct Labor								
	Project Manager	1	Hrs.	$ 95.00	$ 95.00				$ 95.00
	Superintendent	1	Hrs.	$ 85.00	$ 85.00				$ 85.00
	Project Engineer/QC	0	Hrs.	$ 60.00	$ -				$ -
	Site Foreman	0	Hrs.	$ 74.95	$ -				$ -
	Carpenter	0	Hrs.	$ 69.95	$ -				$ -
	Laborers	12	Hrs.	$ 63.29	$ 759.48				$ 759.48
Subtotal									$ 939.48
	Materials								
	Sakrete	1	LS	$ -		$ 70.00			$ 70.00
									$ -
Subtotal									$ 70.00
	Subcontractors and Supplies								
	Columbia River Plumbing	1	LS	$ -			$ 2,864.00		$ 2,864.00
	Drilling and Sawing Services	1	LS	$ -			$ 720.00		$ 720.00
		0	LS	$ -			$ -		$ -
		0	LS	$ -			$ -		$ -
		0	LS	$ -			$ -		$ -
Subtotal								$ -	$ 3,584.00
TOTAL					$ 939.48	$ 70.00	$ 3,584.00	$ -	$ 4,593.48

OVERHEAD: Banlin Self Perform Work	5%	$ 50.47
PROFIT: Banlin Self Perform Work	5%	$ 50.47
OVERHEAD: Subcontractors	2.5%	$ 89.60
PROFIT: Subcontractors	2.5%	$ 89.60
Small tools/Expendables	2.0%	$ 18.79
Safety	2.0%	$ 18.79
Sub Total:		$ 4,911.21
B&O TAX	0.471%	$ 23.13
INSURANCE	0.5%	$ 24.67
BOND	1.360%	$ 67.11
SUBTOTAL		$ 5,026.12
WSST - Included on Progress Payment Sheet		
TOTAL FOR CHANGE ORDER		**$ 5,026.12**

Columbia River Plumbing Change Order Proposal		
CO 1 **Move Existing Vent Line**	**Contractor:** **Banlin Construction**	**Date: 12/22/23**
Contract No.:	**Contract Title:** Benton County Justice Center Interior Remodel	
Requestor Name: Tanner Lindstrom	**Phone:509-492-6774**	
☐ **Contractor requested proposed Change**	■ **Owner Requested Proposed Change**	

Reason for change/Benefits:

This change order proposal includes all labor, materials and equipment to complete all work as outlined below.

Supply Materials and Labor to move the existing Vent to the new wall.

BASELINE CHANGE

Impact to Price: Cost

Price(Cost) Change: **$ 2,864.00**	Schedule Change: 1

_____ OR _____

Contractor Project Manager | Owner/Architect

Change Order/Modification No:	Notice to Proceed:	Not-To-Exceed Value:

Columbia River Plumbing

LUMP SUM PRICE PROPOSAL

CO 1 Move Existing Vent Line

Project: Benton County Justice Center Interior Remodel

Contractor: Banlin Construction

Bonding Required? ○ YES ◉ NO

Base Bid

USE ATTACHMENTS AS NECESSARY

1 PROJECT MANAGEMENT/ENGINEERING

Classification	Total Hours	Cost/hr	Total
Project Manager	0	$ 85.00	$ -
			$ -
			$ -
		Total	$ -

2 CRAFT LABOR (Columbia River Plumbing)

Position	M/Hours	Cost/hr	Total
Plumber	10	$ 104.33	1043.3
Plumber 2	10	$ 104.33	$ 1,043.30
			$ -
			$ -
		Total	$ 2,086.60

3 Material

Description	Quantity	Unit Price	Total
See quote Material	Quoted		$ 517.12
			$ -
			$ -
			$ -
			$ -
		$ -	$ -
		Total	$ 517.12

4 LOWER -TIER SUB/SUPPLIERS(If none so state)

	Quote	$ -
		$ -
		$ -
		$ -
	Total	$ -

5 OTHER COSTS (Describe. If none so state)

	Quantity	Unit Price	Total
			$ -
			$ -
			$ -
		Total	$ -

PROPOSAL RECAP & OVERHEAD

A	**PROJECT MANAGEMENT/ENGINEERING (Item 1 Above)**		$ -	
	Overhead @	5.00%	0	
	Profit/Fee @	5.00%	0	
			Total	$ -
B	**CRAFT LABOR (Item 2 Above)**		$ 2,086.60	
	Overhead @	5.00%	$ 104.33	
	Profit/Fee @	5.00%	$ 104.33	
			Total	$ 2,295.26

C	**MATERIAL (Item 3 Above)**		$ 517.12		
	Overhead @	5.00%	$ 25.86		
	Profit/Fee @	5.00%	$ 25.86		
			Total	$	568.83
D	**LOWER-TIER SUBCONTRACTORS (Item 5 Above)**		$ -		
	Overhead @	5.00%	$ -		
	Profit/Fee @	0.00%	$ -		
			Total	$	-
E	**OTHER COSTS (Item 6 Above)**		$ -		
	Overhead @	5.00%	$ -		
	Profit/Fee @	0.00%	$ -		
		0	**Total**	$	-

F	**SUBTOTAL**		
			Amount
	Items "A" Through "E"	**Subtotal**	$ 2,864.09

G	**CONTINGENCY**		
		Rate	**Amount**
	Self Perform	0%	#REF!
	Subcontractors	0%	$ -

H	**ITEMS F & G**		
			Amount
			$ 2,864.09
I		**TOTAL PROPOSED COST**	$ 2,864

CONTRACTOR AUTHORIZED REPRESENTATIVE

Tanner Lindstrom	12/22/2023
Signature	Date

eclipse
ENTERPRISE SOFTWARE

Print Order

Thank you for your order

Your order number is: **S022491524**

Shipping Address
COLUMBIA RIVER (SHOP)
532 S STEPTOE

KENNEWICK WA 99336
Shipping Instructions

Billing Address
COLUMBIA RIVER PLUMBING &
MECHANICAL LLC /P
PO BOX 903
RICHLAND WA 99352

Order Details

Order Date:	12/22/2023
Required Date:	12/23/2023
Ship Date:	12/22/2023
Ship Via:	OT OUR-TRUCK
Ordered By:	Darren Keller
Phone #:	509-551-9997
PO #:	CO #1
Release #:	
Status:	Bid

Qty	Item Description	Availability	Your Price	Ext Price
20ft	2X10' NO HUB PIPE	34460 ft	8.372 ft	167.440
4ea	2 NO HUB 1/4 BEND	492 ea	12.346 ea	49.384
1ea	2 NO HUB LS 1/4 BEND	125 ea	26.967 ea	26.967
4ea	2 NO HUB 1/8 BEND	2662 ea	10.650 ea	42.600
1ea	2X2 NO HUB TEST TEE	586 ea	15.379 ea	15.379
1ea	IPS 68656 PLUG SLOT TAP LA CO BRS 2IN 76758001427	0 ea	21.301 ea	21.301
1ea	PASCO 1841-S 4IN SS COVER PLATE WITH SCREW	49 ea	1.820 ea	1.820
20ea	2006 2 HUSKY HD 2000 NH COUP	939 ea	8.626 ea	172.520
2ea	HOLD SB4 TELESCOPING BRCKT 25 1/2IN	2370 ea	3.540 ea	7.080
2ea	PASCO 1619 2IN GAV PIPE STRAP	5664 ea	0.523 ea	1.046
2ea	SAMMY 8059957 CST 20 3/8X2 (5/16 SHANK) CONCRETE SPEEDY SCREW	866 ea	1.628 ea	3.256
2ea	ERC 410EG 2 LT DUTY CLEVIS HANGER 4100200EG	76 ea	1.191 ea	2.382
10ft	ALLTHRD 3/8X10 PLTD ALL THRD ROD	99466 ft	0.594 ft	5.940

An additional Cash Discount of 10.34 is available if paid by 01/10/2024

Subtotal	517.12
Tax	0.00
Freight	0.00
Handling	0.00
Discount	0.00
Order Total	**517.12**

Print Order

06/2022 BCJC	Journeyman		
Base Labor Rate (#1)	88.41		
401K (#1)			
Medical/Dental (#1)			
Vacation (#1)			
Training (#1)			
Contractor Liability (page 39 h. section 1)			
Annual Bonus (#1)			
Workers Comp/L&I (#2)	8.44		
State Unemployment (#3)	.08		
Medicare (#3)	1.02		
FICA (#3)	.01		
Social Security (#3)	6.37		
Total	104.33		
Safety (#5) 2%			
Small tools 5%			
GRAND TOTAL LABOR BURDEN	$104.33		

DRILLING & SAWING SERVICES, INC.

1010 W. Bruneau Pl.
Kennewick, WA 99336
509-585-9978 Office
509-572-2011 Fax

Quote

Date	Quote #
12/14/2023	20265

Name / Address	Ship To
Banlin Construction 320 W. Columbia Dr Kennewick, WA 99336	Benton County

Rep	Project
	Benton Co. Jail

Description	Qty	Total
Plumbing trench. 8' x 2' x 4-6" dp concrete trench cut and removal.		720.00
No Tax		0.00

We appreciate your business!

Total $720.00

BANLIN CONSTRUCTION

BANLIN Construction

CHANGE PROPOSAL (CP) NO: 010

TO: CKJT Architects
128 Vista Way
Kennewick, WA 99336

ATTN: Melissa McCoy

PROJECT NAME: Benton County Justice Center - Interior Remodel

CONTRACT #:

PROJECT NO:

DATE: 1/3/2024

VIA: Email

FROM: Jasen Banta

CP DESCRIPTION

Due to the noise of the sawcutting operations this cost is to commence work on a Saturday. This will allievate interrupting the court room business. This also includes the removal and disposal of existing office furniture.

This Change Proposal, consisting of an estimate, responds to your Request for Proposal No.	010
The total additional cost for this COP	$10,219.22
The total credit for this COP	$0.00
COP Grand Total	$10,219.22
This Change Proposal is good through:	
The schedule effect of this change is:	2 Calendar Day

Enclosures in support of this proposal includes:

1) BANLIN Construction's Estimate for Change
2)

QUALIFICATIONS

- This proposal covers only the specific items that have been priced as listed on the attached cost breakdown.
- Our pricing is based on the quotes of our subcontractors and suppliers and includes any clarifications, qualifications, and exclusions contained in their quotes

Jasen Banta Digitally signed by Jasen Banta DN: C=US, E=Jasen@Banlinconstruction.com, O=Banlin Construction, CN=Jasen Banta Date: 2024.01.03 09:05:30-08'00'

1-3-24

SUBMITTED BY: Jasen Banta; Project Manager — DATE

APPROVED BY: Melissa McCoy, CKJT Architects — DATE 2024

Matthew — 1/8/2024

APPROVED BY: ~~Will McKay~~, Benton County — DATE

Matt Rasmussen

BANLIN CONSTRUCTION
320 COLUMBIA DRIVE
KENNEWICK, WA. 99336
PHONE: (509) 586-2000
FAX: (509) 586-7777

CONTRACTOR'S ESTIMATE FOR CHANGE

CHANGE PROPOSAL #: 10 DATE: 1/3/2024

Project: Benton County Justice Center - Interior Remodel
Job No: 2023-015
Contractor BANLIN CONSTRUCTION

This price

RC Nos	RFI NO	BULLETIN NO	OTHER

Description

Schedule Effect: Calendar Day

Cost Code	Description	Quantity	Unit	Rate	Total Labor	Material Cost	Subcontract Proposal	Other	Total
			Day		$ -				$ -
Subtotal					$ -			$ -	$ -
	Project Manager	1	Hrs.	$ 95.00	$ 95.00				$ 95.00
	Superintendent	14	Hrs.	$ 85.00	$ 1,190.00				$ 1,190.00
	Project Engineer/QC	0	Hrs.	$ 60.00	$ -				$ -
	Site Foreman	0	Hrs.	$ 74.95	$ -				$ -
	Carpenter	39	Hrs.	$ 71.95	$ 2,806.05				$ 2,806.05
	Laborers	13	Hrs.	$ 63.29	$ 822.77				$ 822.77
	Carpenter	8	Hrs.	$ 104.93	$ 839.44				$ 839.44
	Laborers	8	Hrs.	$ 91.94	$ 735.52				$ 735.52
Subtotal									$ 6,488.78
	Materials								
	Truck/Fuel - Dump Run	1	LS	$ -		$ -		$ 65.00	$ 65.00
		0	LS	$ -		$ -		$ -	$ -
		0	LS	$ -		$ -		$ -	$ -
Subtotal									$ 65.00
	Subcontractors and Supplies								
	Disposal (Onsite Dumpster)	1	Hrs.	$ -			$ 1,050.00		$ 1,050.00
	Disposal (BDI Transfer Station)	1	LS	$ -			$ 87.02		$ 87.02
	Drilling ansd Sawing Services	1	LS	$ -			$ 1,260.00		$ 1,260.00
		1	LS	$ -			$ -		$ -
		1	LS	$ -			$ -		$ -
		1	LS	$ -			$ -		$ -
Subtotal								**$ 65.00**	**$ 2,397.02**
TOTAL					**$ 6,488.78**	**$ -**	**$ 2,397.02**	**$ 65.00**	**$ 8,950.80**

OVERHEAD: Banlin Self Perform Work			
	5%	$	327.69
PROFIT: Banlin Self Perform Work			
	5%	$	327.69
OVERHEAD: Subcontractors	**2.5%**	$	59.93
PROFIT: Subcontractors	**2.5%**	$	59.93
Small tools/Expendables	**2.0%**	$	129.78
Safety	**2.0%**	$	129.78
Sub Total:		$	9,985.58
B&O TAX	**0.471%**	$	47.03
INSURANCE	**0.5%**	$	50.16
BOND	**1.360%**	$	136.44
SUBTOTAL		$	10,219.22

WSST - Included on Progress Payment Sheet

DRILLING & SAWING SERVICES, INC.

1010 W. Bruneau Pl.
Kennewick, WA 99336
509-585-9978 Office
509-572-2011 Fax

Quote

Date	Quote #
12/14/2023	20264

Name / Address	Ship To
Banlin Construction 320 W. Columbia Dr Kennewick, WA 99336	Benton County

Rep	Project
	Benton Co. Jail

Description	Qty	Total
Added cost of labor for Saturday work. Day Rate. 2 Operators. Time and a half.		1,260.00
No Tax		0.00

We appreciate your business!

Total $1,260.00

ENVIROCOM

PO Box 6912

Kennewick, WA 99336

Bill To: Banlin Construction
Address:

Invoice #: 4220
Invoice Date: 1/2/2024

Invoice For: Recycling

Date	Description	Qty	Unit Price	Discount	Price
12/7/2023	Recycling/Benton County	30yd	$ 650.00		$ 650.00
12/8/2023	Recycling/Benton County	30yd	$ 600.00		$ 600.00
					$ -
					$ -

Invoice Subtotal	$ 1,250.00
Tax Rate	
Sales Tax	$ -
Other	
Deposit Received	
TOTAL	$ 1,250.00

Make all checks payable to Envirocom
We Appreciate Your Business!

BDI TRANSFER
PO BOX 4270
PASCO, WA 99302
509-547-6666

Bill To: Furniture

BANLIN CONSTRUCTION

Ticket: 523896

In: 12/7/2023 10:06:56 AM
Out: 12/7/2023 10:14:39 AM
Origin:

Acct: 6000163
Truck: 9303
Reference:

Material	Qty	Units/$	Totals
MSW DISPOSAL			
Gross: 13960 lb			
Tare: 11860 lb			
Net: 2100 lb			
	1.05	$80.00	$84.00

Materials	$84.00
Taxes/Fees	$3.02
Ticket Total	$87.02

Payment Method: Charge

BANLIN Construction

CHANGE PROPOSAL (CP) NO: 12 R.1

TO: CKJT Architects
128 Vista Way
Kennewick, WA 99336

ATTN: Melissa McCoy

PROJECT NAME: Benton County Justice Center - Interior Remodel

CONTRACT #:

PROJECT NO:

DATE: 1/18/2024

VIA: Email

FROM: Jasen Banta

CP DESCRIPTION

This price includes labor and materials to combine Offices 126/127 into a single office and convert storage Rm. 112 into an office. No electrical work is included. Drywall work in Rm.112 is only for small patch work where upper cabinets are attached to the walls. VCT will be removed in its entirety to accomodate new flooring.

This Change Proposal, consisting of an estimate, responds to your Request for Proposal No.	12 R.1
The total additional cost for this COP	$3,192.88
The total credit for this COP	$0.00
COP Grand Total	$3,192.88
This Change Proposal is good through:	
The schedule effect of this change is:	5 ~~2~~ Calendar Day

Enclosures in support of this proposal includes:

1) BANLIN Construction's Estimate for Change
2)

QUALIFICATIONS

- This proposal covers only the specific items that have been priced as listed on the attached cost breakdown.
- Our pricing is based on the quotes of our subcontractors and suppliers and includes any clarifications, qualifications, and exclusions contained in their quotes

Jasen Banta Digitally signed by Jasen Banta DN: C=US, E=Jasen@Banlinconstruction.com, O=Banlin Construction, CN=Jasen Banta Date: 2024.01.18 09:35:56-08'00'

SUBMITTED BY: Jasen Banta; Project Manager — DATE: 1-18-24

APPROVED BY: Melissa McCoy, CKJT Architects — DATE:

APPROVED BY: ~~Will McKay,~~ Benton County
Matt Rasmussen — DATE: 1/30/2024

BANLIN CONSTRUCTION
320 COLUMBIA DRIVE
KENNEWICK, WA. 99336
PHONE: (509) 586-2000
FAX: (509) 586-7777

CONTRACTOR'S ESTIMATE FOR CHANGE

CHANGE PROPOSAL #: 12 R.1 DATE: 1/18/2024

Project: Benton County Justice Center - Interior Remodel
Job No: 2023-015
Contractor BANLIN CONSTRUCTION

This price

RC Nos	RFI NO	BULLETIN NO	OTHER

Description

Schedule Effect: **Calendar Day**

Cost Code	Description	Quantity	Unit	Rate	Total Labor	Material Cost	Subcontract Proposal	Other	Total
					$ -				$ -
Subtotal					$ -			$ -	$ -
	Project Manager	1	Hrs.	$ 95.00	$ 95.00				$ 95.00
	Superintendent	1	Hrs.	$ 85.00	$ 85.00				$ 85.00
	Project Engineer/QC	0	Hrs.	$ 60.00	$ -				$ -
	Site Foreman	0	Hrs.	$ 79.95	$ -				$ -
	Carpenter	8	Hrs.	$ 78.07	$ 624.56				$ 624.56
	Carpenter (Drywall - Labor and materials)	5	Hrs.	$ 78.07	$ 390.35				$ 390.35
	Laborers	10	Hrs.	$ 69.49	$ 694.90				$ 694.90
Subtotal									$ 1,889.81
	Materials								
	Disposal	1	LS	$ -		$ -		$ 200.00	$ 200.00
		0	LS	$ -		$ -			$ -
		0	LS	$ -		$ -			$ -
Subtotal									$ 200.00
	Subcontractors and Supplies								
	Home and Floor	1	LS	$ -			$ 710.00		$ 710.00
		0	LS	$ -			$ -		$ -
		0	LS	$ -			$ -		$ -
		0	LS	$ -			$ -	$ -	$ -
		0	LS	$ -			$ -		$ -
		0	LS	$ -			$ -		$ -
Subtotal								$ 200.00	$ 710.00
TOTAL					$ 1,889.81	$ -	$ 710.00	$ 200.00	$ 2,799.81

OVERHEAD: Banlin Self Perform Work	5%	$ 104.49
PROFIT: Banlin Self Perform Work	5%	$ 104.49
OVERHEAD: Subcontractors	2.5%	$ 17.75
PROFIT: Subcontractors	2.5%	$ 17.75
Small tools/Expendables	2.0%	$ 37.80
Safety	2.0%	$ 37.80
Sub Total:		$ 3,119.88
B&O TAX	0.471%	$ 14.69
INSURANCE	0.5%	$ 15.67
BOND	1.360%	$ 42.63
SUBTOTAL		$ 3,192.88
WSST - Included on Progress Payment Sheet		
TOTAL FOR CHANGE ORDER		$ 3,192.88

Tri-Cities Floor & Home BY CARPET ONE

*1330 Tapteal Drive * Richland WA 99352 ~ NEW Showroom*
223 N Benton Street, WA 99336 ~ Warehouse
Andrea Numerick ~ Direct Line: 509-508-5673 Cell 615-971-7372
EMAIL ADDRESS: andrea@floorandhome.net
WALLA WALLA CARPET ONE LLC. WA LIC# WALLAWC785BC ~ OR LIC# 244295

Change Order Authorization Form

Date: 01/08/2024
Customer: Banlin ~ Benton County Justice Center
CG #: TC000726
Address: 7122 Okanogan Place Kennewick WA 99336

Description of change:
Provide & install of carpet & rubber base for Rm 112 in phase 2.

Change order amount: $710

Salesperson signature: *Andrea Numerick*

Customer
Signature_____ Date_____

BANLIN CONSTRUCTION

BANLIN Construction

CHANGE PROPOSAL (CP) NO: 013

TO: CKJT Architects
128 Vista Way
Kennewick, WA 99336

ATTN: Melissa McCoy

PROJECT NAME: Benton County Justice Center - Interior Remodel

CONTRACT #:

PROJECT NO:

DATE: 1/8/2024

VIA: Email

FROM: Jasen Banta

CP DESCRIPTION

Chip up and dispose of existing overlay material in area discussed and feather finsh floor as required.

This Change Proposal, consisting of an estimate, responds to your Request for Proposal No.	013
The total additional cost for this COP	$1,822.00
The total credit for this COP	$0.00
COP Grand Total	$1,822.00
This Change Proposal is good through:	
The schedule effect of this change is:	4 ~~2~~ Calendar Day

Enclosures in support of this proposal includes:

1) BANLIN Construction's Estimate for Change
2)

QUALIFICATIONS

- This proposal covers only the specific items that have been priced as listed on the attached cost breakdown.
- Our pricing is based on the quotes of our subcontractors and suppliers and includes any clarifications, qualifications, and exclusions contained in their quotes

Jasen Banta — Digitally signed by Jasen Banta, DN: C=US, E=Jasen@Banlinconstruction.com, O=Banlin Construction, CN=Jasen Banta, Date: 2024.01.08 11:56:59-08'00' — 1-8-24

SUBMITTED BY: Jasen Banta; Project Manager — DATE

Melissa McCoy — 1-18-24

APPROVED BY: Melissa McCoy, CKJT Architects — DATE

Matt R — 1/30/2024

APPROVED BY: ~~Will McKay~~, Benton County — DATE

Matt Rasmussen

BANLIN CONSTRUCTION
320 COLUMBIA DRIVE
KENNEWICK, WA. 99336
PHONE: (509) 586-2000
FAX: (509) 586-7777

CONTRACTOR'S ESTIMATE FOR CHANGE

CHANGE PROPOSAL #: 13 DATE: 1/8/2024

Project: Benton County Justice Center - Interior Remodel
Job No: 2023-015
Contractor BANLIN CONSTRUCTION

This price

RC Nos	RFI NO	BULLETIN NO	OTHER

Description

Schedule Effect: Calendar Day

Cost Code	Description	Quantity	Unit	Rate	Total Labor	Material Cost	Subcontract Proposal	Other	Total
			Day		$ -				$ -
Subtotal					$ -			$ -	$ -
	Project Manager	1	Hrs.	$ 95.00	$ 95.00				$ 95.00
	Superintendent	2	Hrs.	$ 85.00	$ 170.00				$ 170.00
	Project Engineer/QC	0	Hrs.	$ 60.00	$ -				$ -
	Site Foreman	0	Hrs.	$ 79.95	$ -				$ -
	Carpenter (Demo and pour back)	5	Hrs.	$ 78.07	$ 390.35				$ 390.35
	Laborers	0	Hrs.	$ 69.49	$ -				$ -
Subtotal									$ 655.35
	Materials								
	Grout	3	EA	$ -		$ 20.00		$ -	$ 60.00
		0	LS	$ -		$ -		$ -	$ -
		0	LS	$ -		$ -		$ -	$ -
Subtotal									$ 60.00
	Subcontractors and Supplies								
	Floor and Home	1	Hrs.	$ -			$ 925.00		$ 925.00
		1	LS	$ -			$ -		$ -
		1	LS	$ -			$ -		$ -
		1	LS	$ -			$ -		$ -
		1	LS	$ -			$ -		$ -
		1	LS	$ -			$ -		$ -
Subtotal								$ -	$ 925.00
TOTAL					$ 655.35	$ 20.00	$ 925.00	$ -	$ 1,640.35

OVERHEAD: Banlin Self Perform Work	5%	$ 33.77
PROFIT: Banlin Self Perform Work	5%	$ 33.77
OVERHEAD: Subcontractors	2.5%	$ 23.13
PROFIT: Subcontractors	2.5%	$ 23.13
Small tools/Expendables	2.0%	$ 13.11
Safety	2.0%	$ 13.11
Sub Total:		$ 1,780.35
B&O TAX	0.471%	$ 8.39
INSURANCE	0.5%	$ 8.94
BOND	1.360%	$ 24.33
SUBTOTAL		$ 1,822.00
WSST - Included on Progress Payment Sheet		
TOTAL FOR CHANGE ORDER		$ 1,822.00

Tri-Cities Floor & Home BY CARPET ONE

*1330 Tapteal Drive * Richland WA 99352 ~ NEW Showroom*
223 N Benton Street, WA 99336 ~ Warehouse
Andrea Numerick ~ Direct Line: 509-508-5673 Cell 615-971-7372
EMAIL ADDRESS: andrea@floorandhome.net
WALLA WALLA CARPET ONE LLC. WA LIC# WALLAWC785BC ~ OR LIC# 244295

Change Order Authorization Form

Date: 01/08/2024
Customer: Banlin ~ Benton County Justice Center
CG #: TC000726
Address: 7122 Okanogan Place Kennewick WA 99336

Description of change:
Floor patch & leveling per walk thru with Jim on 01/08/2023 for area in phase 2.

Change order amount: $925

Salesperson signature: *Andrea Numerick*

Customer
Signature_____ Date_____

BANLIN Construction

CHANGE PROPOSAL (CP) NO: 12 R.1

TO: CKJT Architects
128 Vista Way
Kennewick, WA 99336

ATTN: Melissa McCoy

PROJECT NAME: Benton County Justice Center - Interior Remodel

CONTRACT #:

PROJECT NO:

DATE: 1/18/2024

VIA: Email

FROM: Jasen Banta

CP DESCRIPTION

This price includes labor and materials to combine Offices 126/127 into a single office and convert storage Rm. 112 into an office. No electrical work is included. Drywall work in Rm.112 is only for small patch work where upper cabinets are attached to the walls. VCT will be removed in its entirety to accomodate new flooring.

This Change Proposal, consisting of an estimate, responds to your Request for Proposal No.	12 R.1
The total additional cost for this COP	$3,192.88
The total credit for this COP	$0.00
COP Grand Total	$3,192.88
This Change Proposal is good through:	
The schedule effect of this change is:	5 ~~2~~ Calendar Day

Enclosures in support of this proposal includes:

1) BANLIN Construction's Estimate for Change
2)

QUALIFICATIONS

- This proposal covers only the specific items that have been priced as listed on the attached cost breakdown.
- Our pricing is based on the quotes of our subcontractors and suppliers and includes any clarifications, qualifications, and exclusions contained in their quotes

Jasen Banta Digitally signed by Jasen Banta DN: C=US, E=Jasen@Banlinconstruction.com, O=Banlin Construction, CN=Jasen Banta Date: 2024.01.18 09:35:56-08'00'

SUBMITTED BY: Jasen Banta; Project Manager — DATE: 1-18-24

APPROVED BY: Melissa McCoy, CKJT Architects — DATE:

APPROVED BY: Will McKay, Benton County — DATE: 1/30/2024

BANLIN CONSTRUCTION
320 COLUMBIA DRIVE
KENNEWICK, WA. 99336
PHONE: (509) 586-2000
FAX: (509) 586-7777

CONTRACTOR'S ESTIMATE FOR CHANGE

CHANGE PROPOSAL #: 12 R.1 DATE: 1/18/2024

Project: Benton County Justice Center - Interior Remodel
Job No: 2023-015
Contractor BANLIN CONSTRUCTION

This price

RC Nos	RFI NO	BULLETIN NO	OTHER

Description

Schedule Effect: Calendar Day

Cost Code	Description	Quantity	Unit	Rate	Total Labor	Material Cost	Subcontract Proposal	Other	Total
					$ -				$ -
Subtotal					$ -			$ -	$ -
	Project Manager	1	Hrs.	$ 95.00	$ 95.00				$ 95.00
	Superintendent	1	Hrs.	$ 85.00	$ 85.00				$ 85.00
	Project Engineer/QC	0	Hrs.	$ 60.00	$ -				$ -
	Site Foreman	0	Hrs.	$ 79.95	$ -				$ -
	Carpenter	8	Hrs.	$ 78.07	$ 624.56				$ 624.56
	Carpenter (Drywall - Labor and materials)	5	Hrs.	$ 78.07	$ 390.35				$ 390.35
	Laborers	10	Hrs.	$ 69.49	$ 694.90				$ 694.90
Subtotal									$ 1,889.81
	Materials								
	Disposal	1	LS	$ -		$ -		$ 200.00	$ 200.00
		0	LS	$ -		$ -			$ -
		0	LS	$ -		$ -			$ -
Subtotal									$ 200.00
	Subcontractors and Supplies								
	Home and Floor	1	LS	$ -			$ 710.00		$ 710.00
		0	LS	$ -			$ -		$ -
		0	LS	$ -			$ -		$ -
		0	LS	$ -			$ -	$ -	$ -
		0	LS	$ -			$ -		$ -
		0	LS	$ -			$ -		$ -
Subtotal								$ 200.00	$ 710.00
TOTAL					$ 1,889.81	$ -	$ 710.00	$ 200.00	$ 2,799.81

OVERHEAD: Banlin Self Perform Work	5%	$ 104.49
PROFIT: Banlin Self Perform Work	5%	$ 104.49
OVERHEAD: Subcontractors	2.5%	$ 17.75
PROFIT: Subcontractors	2.5%	$ 17.75
Small tools/Expendables	2.0%	$ 37.80
Safety	2.0%	$ 37.80
Sub Total:		$ 3,119.88
B&O TAX	0.471%	$ 14.69
INSURANCE	0.5%	$ 15.67
BOND	1.360%	$ 42.63
SUBTOTAL		$ 3,192.88
WSST - Included on Progress Payment Sheet		
TOTAL FOR CHANGE ORDER		$ 3,192.88

Tri-Cities Floor & Home BY CARPET ONE

*1330 Tapteal Drive * Richland WA 99352 ~ NEW Showroom*
223 N Benton Street, WA 99336 ~ Warehouse
Andrea Numerick ~ Direct Line: 509-508-5673 Cell 615-971-7372
EMAIL ADDRESS: andrea@floorandhome.net
WALLA WALLA CARPET ONE LLC. WA LIC# WALLAWC785BC ~ OR LIC# 244295

Change Order Authorization Form

Date: 01/08/2024
Customer: Banlin ~ Benton County Justice Center
CG #: TC000726
Address: 7122 Okanogan Place Kennewick WA 99336

Description of change:
Provide & install of carpet & rubber base for Rm 112 in phase 2.

Change order amount: $710

Salesperson signature: *Andrea Numerick*

Customer
Signature_____ Date_____

BANLIN CONSTRUCTION

BANLIN Construction

CHANGE PROPOSAL (CP) NO: 014

TO: CKJT Architects
128 Vista Way
Kennewick, WA 99336

ATTN: Melissa McCoy

PROJECT NAME: Benton County Justice Center - Interior Remodel

CONTRACT #:

PROJECT NO:

DATE: 1/22/2024

VIA: Email

FROM: Jasen Banta

CP DESCRIPTION

Roughin plumbing and electrical for a future drinking fountain. Extend flooring per sketch. Drinking fountain procured and installed by owner per eamil dated 1-18-24 with drinking fountain sketch.

This Change Proposal, consisting of an estimate, responds to your Request for Proposal No.	014
The total additional cost for this COP	$4,836.63
The total credit for this COP	$0.00
COP Grand Total	$4,836.63
This Change Proposal is good through:	
The schedule effect of this change is:	3 ~~2~~ Calendar Day

Enclosures in support of this proposal includes:

1) BANLIN Construction's Estimate for Change
2)

QUALIFICATIONS

- This proposal covers only the specific items that have been priced as listed on the attached cost breakdown.
- Our pricing is based on the quotes of our subcontractors and suppliers and includes any clarifications, qualifications, and exclusions contained in their quotes

Jasen Banta Digitally signed by Jasen Banta DN: C=US, E=Jasen@Banlinconstruction.com, O=Banlin Construction, CN=Jasen Banta Date: 2024.01.22 12:25:11-08'00' — 1-22-24

SUBMITTED BY: Jasen Banta; Project Manager — DATE

APPROVED BY: Melissa McCoy, CKJT Architects — DATE 1/30/2024

APPROVED BY: ~~Will McKay~~, Benton County — DATE
Matt Rasmussen

BANLIN CONSTRUCTION
320 COLUMBIA DRIVE
KENNEWICK, WA. 99336
PHONE: (509) 586-2000
FAX: (509) 586-7777

CONTRACTOR'S ESTIMATE FOR CHANGE

CHANGE PROPOSAL #: 14 DATE: 1/22/2024

Project: Benton County Justice Center - Interior Remodel
Job No: 2023-015
Contractor BANLIN CONSTRUCTION

This price

RC Nos	RFI NO	BULLETIN NO	OTHER

Description

Schedule Effect: Calendar Day

Cost Code	Description	Quantity	Unit	Rate	Total Labor	Material Cost	Subcontract Proposal	Other	Total
					$ -				$ -
Subtotal					$ -			$ -	$ -
	Project Manager	1	Hrs.	$ 95.00	$ 95.00				$ 95.00
	Superintendent	1	Hrs.	$ 85.00	$ 85.00				$ 85.00
	Project Engineer/QC	0	Hrs.	$ 60.00	$ -				$ -
	Site Foreman	0	Hrs.	$ 79.95	$ -				$ -
	Carpenter (Drywall demo and Repair)	5	Hrs.	$ 78.07	$ 390.35				$ 390.35
	Laborers	0	Hrs.	$ 69.49	$ -				$ -
Subtotal									$ 570.35
	Materials								
	Drywall materials	1	LS	$ -		$ 100.00		$ -	$ 100.00
		0	LS	$ -		$ -			$ -
		0	LS	$ -		$ -			$ -
Subtotal									$ 100.00
	Subcontractors and Supplies								
	Home and Floor	1	LS	$ -			$ 175.00		$ 175.00
	Columbia River Plumbing	0	LS	$ -			$ 2,382.00		$ 2,382.00
	Alpine	0	LS	$ -			$ 1,220.00		$ 1,220.00
		0	LS	$ -			$ -	$ -	$ -
		0	LS	$ -			$ -		$ -
		0	LS	$ -			$ -		$ -
Subtotal								$ -	$ 3,777.00
TOTAL					$ 570.35	$ 100.00	$ 3,777.00	$ -	$ 4,447.35

OVERHEAD: Banlin Self Perform Work	5%	$ 33.52
PROFIT: Banlin Self Perform Work	5%	$ 33.52
OVERHEAD: Subcontractors	2.5%	$ 94.43
PROFIT: Subcontractors	2.5%	$ 94.43
Small tools/Expendables	2.0%	$ 11.41
Safety	2.0%	$ 11.41
Sub Total:		$ 4,726.05
B&O TAX	0.471%	$ 22.26
INSURANCE	0.5%	$ 23.74
BOND	1.360%	$ 64.58
SUBTOTAL		$ 4,836.63
WSST - Included on Progress Payment Sheet		
TOTAL FOR CHANGE ORDER		$ 4,836.63

Change Order Request

ALPINE ELECTRIC
257 Basin Drive
Burbank, WA 99323

Project: BCJC Interior Remodel phase 2 building R 1st floor

Change Order Description: Add dedicated circuit for added drinking fountain in jury selection room

Item Description: Provide 120 volt 20-amp dedicated circuit to added drinking fountain in jury selection room. Route from nearest panel with space available
Includes:

- (1) 120v 20A Circuit Breaker
- 100ft of 20A wire, receptacle box & GFCI receptacle
- Labor to provide dedicated circuit to drinking fountain

Excludes:

- Washington State Sales Tax

Total: $1220.00

Approvals:
Work will begin upon signature of approval

Subcontractor: ALPINE ELECTRIC

Signature:

Date: 1/23/2024

Contractor:

Signature:

Date:

Tri-Cities Floor & Home BY CARPET ONE

*1330 Tapteal Drive * Richland WA 99352 ~ NEW Showroom*
223 N Benton Street, WA 99336 ~ Warehouse
Andrea Numerick ~ Direct Line: 509-508-5673 Cell 615-971-7372
EMAIL ADDRESS: andrea@floorandhome.net
WALLA WALLA CARPET ONE LLC. WA LIC# WALLAWC785BC ~ OR LIC# 244295

Change Order Authorization Form

Date: 01/18/2024
Customer: Banlin ~ Benton County Justice Center
CG #: TC000726
Address: 7122 Okanogan Place Kennewick WA 99336

Description of change:
BCJC TI – COPs ~ Additional VCT & Transition for Drinking Fountain in Jury Room 100

Change order amount: $175

Salesperson signature: *Andrea Numerick*

Customer
Signature_____Date_____

BANLIN CONSTRUCTION

BANLIN Construction

CHANGE PROPOSAL (CP) NO: 015

TO: CKJT Architects
128 Vista Way
Kennewick, WA 99336

ATTN: Melissa McCoy

PROJECT NAME: Benton County Justice Center - Interior Remodel

CONTRACT #:

PROJECT NO:

DATE: 2/12/2024

VIA: Email

FROM: Jasen Banta

CP DESCRIPTION

This is a no cost change order to account for the time delay's that weren't added by change order due to added scope. Please see the attachement for description.

This Change Proposal, consisting of an estimate, responds to your Request for Proposal No.	015
The total additional cost for this COP	$0.00
The total credit for this COP	$0.00
COP Grand Total	$0.00
This Change Proposal is good through:	
The schedule effect of this change is:	42 Working Day

Enclosures in support of this proposal includes:

1) BANLIN Construction's Estimate for Change
2)

QUALIFICATIONS

- This proposal covers only the specific items that have been priced as listed on the attached cost breakdown.
- Our pricing is based on the quotes of our subcontractors and suppliers and includes any clarifications, qualifications, and exclusions contained in their quotes

SUBMITTED BY: Jasen Banta; Project Manager Melissa McCoy	2-12-24 DATE
APPROVED BY: Melissa McCoy, CKJT Architects	3/1/2024 DATE
APPROVED BY: ~~Will McKay~~, Benton County Matt Rasmussen	2/22/2024 DATE

	July						July							July/Aug													
	7/17	7/18	7/19	7/20	7/21	7/22	7/23	7/24	7/25	7/26	7/27	7/28	7/29	7/30	7/31	8/1	8/2	8/3	8/4	8/5								Comments
Task	M	T	W	Th	Fri	Sat	Sun	M	T	W	Th	Fri	Sat	Sun	M	T	W	Th	Fri	Sat	Sun	M	T	W	Th	Fri	Sat	
Phase 1																												
NTP to Actual Start Day				x	x	x	x	x																				Added 3 Working Days Delay - No Cost Schedule Extension
Description	NTP was given issued for the same day as the pre-con meeting which was on a Thursday. We could not get subs on-site until the following Monday so we essentially lost 4 calender days. Subcontractor schedule labor 1 to 2 weeks out so getting them there on a Thursday was not achievable. We did request the NTP be issued for Monday 7/24/23.																										

	July						July							July/Aug													
	7/17	7/18	7/19	7/20	7/21	7/22	7/23	7/24	7/25	7/26	7/27	7/28	7/29	7/30	7/31	8/1	8/2	8/3	8/4	8/5	8/20	8/21	8/22	8/23	8/24	8/25	8/26	Comments
Task	M	T	W	Th	Fri	Sat	Sun	M	T	W	Th	Fri	Sat	Sun	M	T	W	Th	Fri	Sat	Sun	M	T	W	Th	Fri	Sat	
Phase 1																												
After hours work																						x	x	x	x	x		Added 5 Working Day Delay - No Cost Schedule Extension
Description	We were asked the do all of the Framing/drywall/painting/caulking above the lobby after hours. In order to not submit a CO our subs started late in the day so they had the hours after the Justice Center closed in order to do the work. That took critical path activities in the office space and delayed them because we were getting half or less of the production during the day than we would have normally completed simply because the subs weren't there.																										

	Sept						Sept							Aug							Aug							
	7/20	7/20	7/21	7/20	7/21	7/22	7/23	7/24	7/25	7/26	7/27	7/28	7/29	7/30	7/31	8/1	8/2	8/3	8/4	8/5								Comments
Task	M	T	W	Th	Fri	Sat	Sun	M	T	W	Th	Fri	Sat	Sun	M	T	W	Th	Fri	Sat	Sun	M	T	W	Th	Fri	Sat	
Phase 1																												
Door Frame Delivery - Delay	x	x	x	x	x			x	x	x																		Added 7 Working Day Delay - No Cost Schedule Extension
Description	Door frame delivery was 21 calender days delayed from when we recieved framing inspecion to when they arrived but we were able to drywall up the the openings to get some time back which is why I am only tracking a 7 working day delay. This strategy helped gain some schedule back but was ineffiecent for the subcontractor.																										

	Dec						Dec							Dec							Dec/Jan							
	12/12	12/13	12/14	12/15	12/16	12/17	12/18	12/19	12/20	12/21	12/22	12/23	12/24	12/25	12/26	12/27	12/28	12/29	12/30	12/31	1/15	1/16	1/17	1/18	1/19	1/20	1/21	Comments
Task	M	T	W	Th	Fri	Sat	Sun	M	T	W	Th	Fri	Sat	Sun	M	T	W	Th	Fri	Sat	Sun	M	T	W	Th	Fri	Sat	
Phase 2																												
Noise delay due to courts shutting down demo throughout Phase 2 including Saturday work and *Furniture demo and disposal*	x	x	x	x	x			x	x	x	x	x			x	x	x	x	x		x	x	x	x	x	x		Added 20 Working Days - No Cost Schedule Extension
Description	Due to noise issues we were shutdown numerous times throughout the demo phase. We were shutdown on twice on CMU demo, had to rechedule for Saturday work which was not enough time to complete the work so had to come back on the following Tuesday to finish cutting and got all debris out by COB on Wednesday. Got shut down on regular demo activities due to court activities (closing arguments on a case) in the adjacent court room. In additon after the Saturday work CO was submitted we were asked to include the furniture removal which we failed to transfer over and include the time for that activity once we combined the 2 CO's. This time frame also includes the added time for subcontractor remobilization.																										

	Jan						Jan/Feb							Feb							Feb							
	1/22	1/23	1/24	1/25	1/26	1/27	1/28	1/29	1/30	1/31	2/1	2/2	2/3	2/4	2/5	2/6	2/7	2/8	2/9	2/10								Comments
Task	M	T	W	Th	Fri	Sat	Sun	M	T	W	Th	Fri	Sat	Sun	M	T	W	Th	Fri	Sat	Sun	M	T	W	Th	Fri	Sat	
Phase 2																												
Unforeseen requirements for core drilling into the IT room				x	x			x																				Added 3 Working Days - No Cost Schedule Extension
Description	Conduits into the IT room had to be core drilled through a CMU wall. The CMU wall was not shown on the drawings. Once we figured it out conduit path and plan to get through the wall we lost 3 couple days.																										

	Jan						Jan/Feb							Feb							Feb							
	1/22	1/23	1/24	1/25	1/26	1/27	1/28	1/29	1/30	1/31	2/1	2/2	2/3	2/4	2/5	2/6	2/7	2/8	2/9	2/10								Comments
Task	M	T	W	Th	Fri	Sat	Sun	M	T	W	Th	Fri	Sat	Sun	M	T	W	Th	Fri	Sat	Sun	M	T	W	Th	Fri	Sat	
Phase 2																												
Ordering new grilles due to the existing ones being old and yellowish in color															x	x	x	x										Added 4 Working Days - No Cost Schedule Extension
Description	The existing grilles were scheduled to be re-used but are yellowish in color due to being so old. We ordered new grilles to install and we have not received them in time and Failed our ceiling inspection. We rescheduled the ceiling cover inspection but due to the delay in recieving them we lost a total of 4 days waiting for them to arrive and rescheduling our ceiling cover inspection.																										

BANLIN CONSTRUCTION

BANLIN Construction

CHANGE PROPOSAL (CP) NO: 016

TO: CKJT Architects
128 Vista Way
Kennewick, WA 99336

ATTN: Melissa McCoy

PROJECT NAME: Benton County Justice Center - Interior Remodel

CONTRACT #:

PROJECT NO:

DATE: 2/21/2024

VIA: Email

FROM: Jasen Banta

CP DESCRIPTION

Add 2 power and 2 data outlets in service 107 and re-test.

This Change Proposal, consisting of an estimate, responds to your Request for Proposal No.	016
The total additional cost for this COP	$1,369.15
The total credit for this COP	$0.00
COP Grand Total	$1,369.15
This Change Proposal is good through:	
The schedule effect of this change is:	2 Calendar Day

Enclosures in support of this proposal includes:

1) BANLIN Construction's Estimate for Change
2)

QUALIFICATIONS

- This proposal covers only the specific items that have been priced as listed on the attached cost breakdown.
- Our pricing is based on the quotes of our subcontractors and suppliers and includes any clarifications, qualifications, and exclusions contained in their quotes

Jaden Green — 2/21/24
SUBMITTED BY: Jaden Green; Project Engineer — DATE

Melissa McCoy — 3/1/2024
APPROVED BY: Melissa McCoy, CKJT Architects — DATE

~~Will McKay,~~ Matt Rasmussen — 2/22/2024
APPROVED BY: ~~Will McKay,~~ Benton County — DATE

BANLIN CONSTRUCTION
320 COLUMBIA DRIVE
KENNEWICK, WA. 99336
PHONE: (509) 586-2000
FAX: (509) 586-7777

CONTRACTOR'S ESTIMATE FOR CHANGE

CHANGE PROPOSAL #: 16 DATE: 2/21/2024

Project: Benton County Justice Center - Interior Remodel
Job No: 2023-015
Contractor: BANLIN CONSTRUCTION

RC Nos	RFI NO	BULLETIN NO	OTHER

Description:

Schedule Effect: **Calendar Day**

Cost Code	Description	Quantity	Unit	Rate	Total Labor	Material Cost	Subcontract Proposal	Other	Total
					$ -				$ -
Subtotal					$ -			$ -	$ -
	Project Manager	1	Hrs.	$ 95.00	$ 95.00				$ 95.00
	Superintendent	0	Hrs.	$ 85.00	$ -				$ -
	Project Engineer/QC	0	Hrs.	$ 60.00	$ -				$ -
	Site Foreman	0	Hrs.	$ 79.95	$ -				$ -
	Carpenter (Drywall demo and Repair)	0	Hrs.	$ 78.07	$ -				$ -
	Laborers	0	Hrs.	$ 69.49	$ -				$ -
Subtotal									$ 95.00
	Materials								
		0	LS	$ -		$ -		$ -	$ -
		0	LS	$ -		$ -			$ -
		0	LS	$ -		$ -			$ -
Subtotal									$ -
	Subcontractors and Supplies								
	Alpine	1	LS	$ -			$ 1,171.00		$ 1,171.00
		0	LS	$ -			$ -		$ -
		0	LS	$ -			$ -		$ -
		0	LS	$ -			$ -	$ -	$ -
		0	LS	$ -			$ -		$ -
		0	LS	$ -			$ -		$ -
Subtotal								$ -	$ 1,171.00
TOTAL					$ 95.00	$ -	$ 1,171.00	$ -	$ 1,266.00

OVERHEAD: Banlin Self Perform Work	5%	$ 4.75
PROFIT: Banlin Self Perform Work	5%	$ 4.75
OVERHEAD: Subcontractors	2.5%	$ 29.28
PROFIT: Subcontractors	2.5%	$ 29.28
Small tools/Expendables	2.0%	$ 1.90
Safety	2.0%	$ 1.90
Sub Total:		$ 1,337.85
B&O TAX	0.471%	$ 6.30
INSURANCE	0.5%	$ 6.72
BOND	1.360%	$ 18.28
SUBTOTAL		$ 1,369.15
WSST - Included on Progress Payment Sheet		
TOTAL FOR CHANGE ORDER		$ 1,369.15

Change Order Request

ALPINE ELECTRIC
257 Basin Drive
Burbank, WA 99323

Project: BCJC Interior remodel Phase 2 Building R

Change Order Description: Data Revisions, additional receptacles, and relocating access card reader

Item Description: Add two new receptacles under counter at the locations provided. Relocate 1 data from each location provided to under counter locations provided in sketch and provide additional grommets. Relocate Door 24 access control to hall 109 frame mounted.
Includes:

- Extending an existing receptacle circuit to under counter locations
- Fishing power down the wall to each receptacle
- Drilling the door frame for surface mounted access card reader
- Fishing the wall through to the door frame with access control cable
- Removing 1 CAT6 from each of the 2 locations noted in the partial systems sketch
- Installing a LV1 cut-in plastic ring at each location
- Fishing CAT6 cable down the wall and re-labeling and retesting

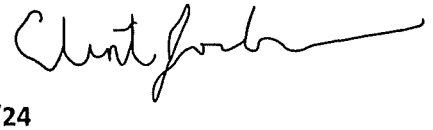
Excluded:

- WA state sales tax
- Sheetrock repairs, patching, paint – if necessary
- Addition hours of overtime if requested to complete this task

Total: $1,171.00 ($675 receptacles & access card reader/$496 Data relocation)

Approvals:
Work will begin upon signature of approval

Subcontractor: ALPINE ELECTRIC

Signature: 

Date: 2/14/24

Please sign, date and return or provide an email with a noticed to proceed.

Signature:

Print:

Date:

BANLIN CONSTRUCTION

BANLIN Construction

CHANGE PROPOSAL (CP) NO: 017

TO: CKJT Architects
128 Vista Way
Kennewick, WA 99336

ATTN: Melissa McCoy

PROJECT NAME: Benton County Justice Center - Interior Remodel

CONTRACT #:

PROJECT NO:

DATE: 2/22/2024

VIA: Email

FROM: Jaden Green

CP DESCRIPTION

Replace glazing in Office 121 (Phase 2)

This Change Proposal, consisting of an estimate, responds to your Request for Proposal No.	017
The total additional cost for this COP	$1,332.62
The total credit for this COP	$0.00
COP Grand Total	$1,332.62
This Change Proposal is good through:	
The schedule effect of this change is:	0 Calendar Day

Enclosures in support of this proposal includes:

1) BANLIN Construction's Estimate for Change
2)

QUALIFICATIONS

- This proposal covers only the specific items that have been priced as listed on the attached cost breakdown.
- Our pricing is based on the quotes of our subcontractors and suppliers and includes any clarifications, qualifications, and exclusions contained in their quotes

Jaden Green — 2/22/24

SUBMITTED BY: Jaden Green; Project Engineer — DATE

APPROVED BY: Melissa McCoy, CKJT Architects — DATE

Matt — 3/29/2024

APPROVED BY: ~~Will McKay~~, Benton County — DATE

Matt Rasmussen

BANLIN CONSTRUCTION
320 COLUMBIA DRIVE
KENNEWICK, WA. 99336
PHONE: (509) 586-2000
FAX: (509) 586-7777

CONTRACTOR'S ESTIMATE FOR CHANGE

CHANGE PROPOSAL #: 17 DATE: 2/22/2024

Project: Benton County Justice Center - Interior Remodel
Job No: 2023-015
Contractor: BANLIN CONSTRUCTION

RC Nos	RFI NO	BULLETIN NO	OTHER

Description:

Schedule Effect: **Calendar Day**

Cost Code	Description	Quantity	Unit	Rate	Total Labor	Material Cost	Subcontract Proposal	Other	Total
	General Conditions								
	Direct GC Field Costs (See page 4)	0	LS	$ 231.39	$ -				$ -
Subtotal					$ -			$ -	$ -
	Direct Labor								
	Project Manager	1	Hrs.	$ 95.00	$ 95.00				$ 95.00
	Superintendent	0	Hrs.	$ 85.00	$ -				$ -
	Project Engineer/QC	0	Hrs.	$ 60.00	$ -				$ -
	Site Foreman	0	Hrs.	$ 74.95	$ -				$ -
	Carpenter	0	Hrs.	$ 69.95	$ -				$ -
	Laborers	0	Hrs.	$ 61.29	$ -				$ -
Subtotal									$ 95.00
	Materials								
	Material	0	LS	$ -		$ -			$ -
	Equipment	0	LS	$ -		$ -			$ -
Subtotal									$ -
	Subcontractors and Supplies								
	Perfection Glass	1	LS	$ -			$ 1,137.00		$ 1,137.00
		0	LS	$ -			$ -		$ -
		0	LS	$ -			$ -		$ -
		0	LS	$ -			$ -		$ -
		0	LS	$ -			$ -		$ -
Subtotal								$ -	$ 1,137.00
TOTAL					$ 95.00	$ -	$ 1,137.00	$ -	$ 1,232.00

OVERHEAD: Banlin Self Perform Work	5%	$ 4.75
PROFIT: Banlin Self Perform Work	5%	$ 4.75
OVERHEAD: Subcontractors	2.5%	$ 28.43
PROFIT: Subcontractors	2.5%	$ 28.43
Small tools/Expendables	2.0%	$ 1.90
Safety	2.0%	$ 1.90
Sub Total:		$ 1,302.15
B&O TAX	0.471%	$ 6.13
INSURANCE	0.5%	$ 6.54
BOND	1.360%	$ 17.79
SUBTOTAL		$ 1,332.62
WSST - Included on Progress Payment Sheet		
TOTAL FOR CHANGE ORDER		$ 1,332.62

Jaden Green

From: Randy Linhoff <Randy@perfectionglass.com>
Sent: Thursday, February 22, 2024 8:32 AM
To: Jaden Green
Cc: Bryce Kennell; Jesus Madrigal
Subject: RE: JC TI - Power

Jaden,

The price to replace that piece of glass is $1,137.00

Thank you,

Randy Linhoff | *Project Engineer*
www.perfectionglass.com | 1238 Columbia Park Trail, Richland, WA 99352
Office: 509.572.3068 ext. 234 | Cell: 509.727.5824
Let us know how we did here!

From: Bryce Kennell <bryce@perfectionglass.com>
Sent: Thursday, February 22, 2024 8:15 AM
To: Randy Linhoff <Randy@perfectionglass.com>; Jesus Madrigal <jesus@Perfectionglass.com>
Subject: FW: JC TI - Power

Can you look into this?

Thank you,

Bryce Kennell | *Estimator*
www.perfectionglass.com | 1238 Columbia Park Trail, Richland, WA 99352
Office: 509.572.3068 ext. 252 | Cell: 509.290.9795
Let us know how we did here!

From: Jaden Green <Jaden@banlinconstruction.com>
Sent: Wednesday, February 21, 2024 11:28 AM
To: Bryce Kennell <bryce@perfectionglass.com>
Subject: FW: JC TI - Power

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

From: Jaden Green
Sent: Friday, February 9, 2024 7:28 AM
To: Bryce Kennell <bryce@perfectionglass.com>
Cc: Jasen Banta <jasen@banlinconstruction.com>; Larry Brisbois <Larry@banlinconstruction.com>; Randy Linhoff <Randy@perfectionglass.com>
Subject: FW: JC TI - Power

Bryce,

See below. One of the existing window's glazing in Office 121 for Benton County Justice Center is cracked and the owner would like a price to replace the it. Could you send someone to take a look at it and put together a price? The office is in Phase 2. Larry, our superintended, will be around so you can have your guy reach out to him and he can show them the window.

Thanks,

Jaden Green
Project Engineer
jaden@banlinconstruction.com
(o) 509-586-2000 (c) 509-551-1852

BANLIN CONSTRUCTION

From: mcm@ckjt.com <mcm@ckjt.com>
Sent: Thursday, February 8, 2024 5:22 PM
To: 'Riley Ollero' <Riley.Ollero@co.benton.wa.us>; Jasen Banta <jasen@banlinconstruction.com>
Cc: Jaden Green <Jaden@banlinconstruction.com>; 'Robert Blain' <Robert.Blain@co.benton.wa.us>; j.ignacio@ckjt.com
Subject: RE: JC TI - Power

Good afternoon Jasen,

Please provide a COP for the following work:

1. Data Revisions – See attached.
2. Additional Power Receptacles – See attached.
3. Glazing replacement for one window in Office 121.

See attached ASI-07 modifying RFI 17; Door 24 CR location.

Thank you for your time,

BANLIN CONSTRUCTION

BANLIN Construction

CHANGE PROPOSAL (CP) NO: 018

TO: CKJT Architects
128 Vista Way
Kennewick, WA 99336

ATTN: Melissa McCoy

PROJECT NAME: Benton County Justice Center - Interior Remodel

CONTRACT #:

PROJECT NO:

DATE: 4/3/2024

VIA: Email

FROM: Jasen Banta

CP DESCRIPTION

Additional Work in the superior court offices/jury rooms. As a clarification only 1 door frame has been included to paint as part of the painting scope of work.

This Change Proposal, consisting of an estimate, responds to your Request for Proposal No.	018
The total additional cost for this COP	$21,921.40
The total credit for this COP	$0.00
COP Grand Total	$21,921.40
This Change Proposal is good through:	
The schedule effect of this change is:	14 Calendar Day

Enclosures in support of this proposal includes:

1) BANLIN Construction's Estimate for Change
2)

QUALIFICATIONS

- This proposal covers only the specific items that have been priced as listed on the attached cost breakdown.
- Our pricing is based on the quotes of our subcontractors and suppliers and includes any clarifications, qualifications, and exclusions contained in their quotes

Jasen Banta Digitally signed by Jasen Banta DN: C=US, E=Jasen@Banlinconstruction.com, O=Banlin Construction, CN=Jasen Banta Date: 2024.04.03 08:59:50-07'00' — 4-3-24

SUBMITTED BY: Jasen Banta; Project Manager — DATE

APPROVED BY: Melissa McCoy, CKJT Architects — DATE

APPROVED BY: ~~Will McKay~~, Benton County — 4/23/2024 DATE
Matt Rasmussen

BANLIN CONSTRUCTION
320 COLUMBIA DRIVE
KENNEWICK, WA. 99336
PHONE: (509) 586-2000
FAX: (509) 586-7777

CONTRACTOR'S ESTIMATE FOR CHANGE

CHANGE PROPOSAL #: 18 DATE: 4/3/2024

Project: Benton County Justice Center - Interior Remodel
Job No: 2023-015
Contractor: BANLIN CONSTRUCTION

This price inc

RC Nos	RFI NO	BULLETIN NO	OTHER

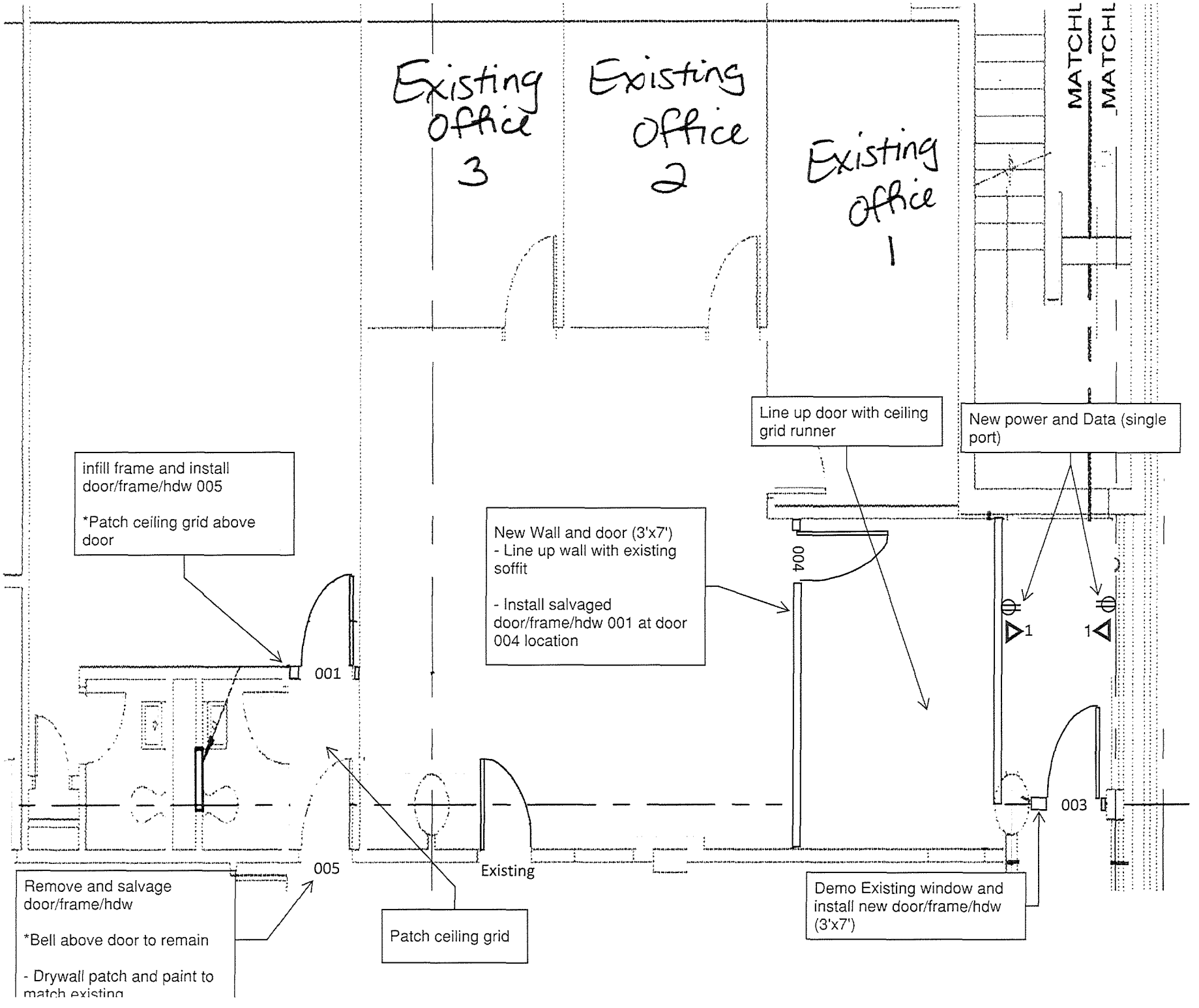
Description:

Schedule Effect: Calendar Day

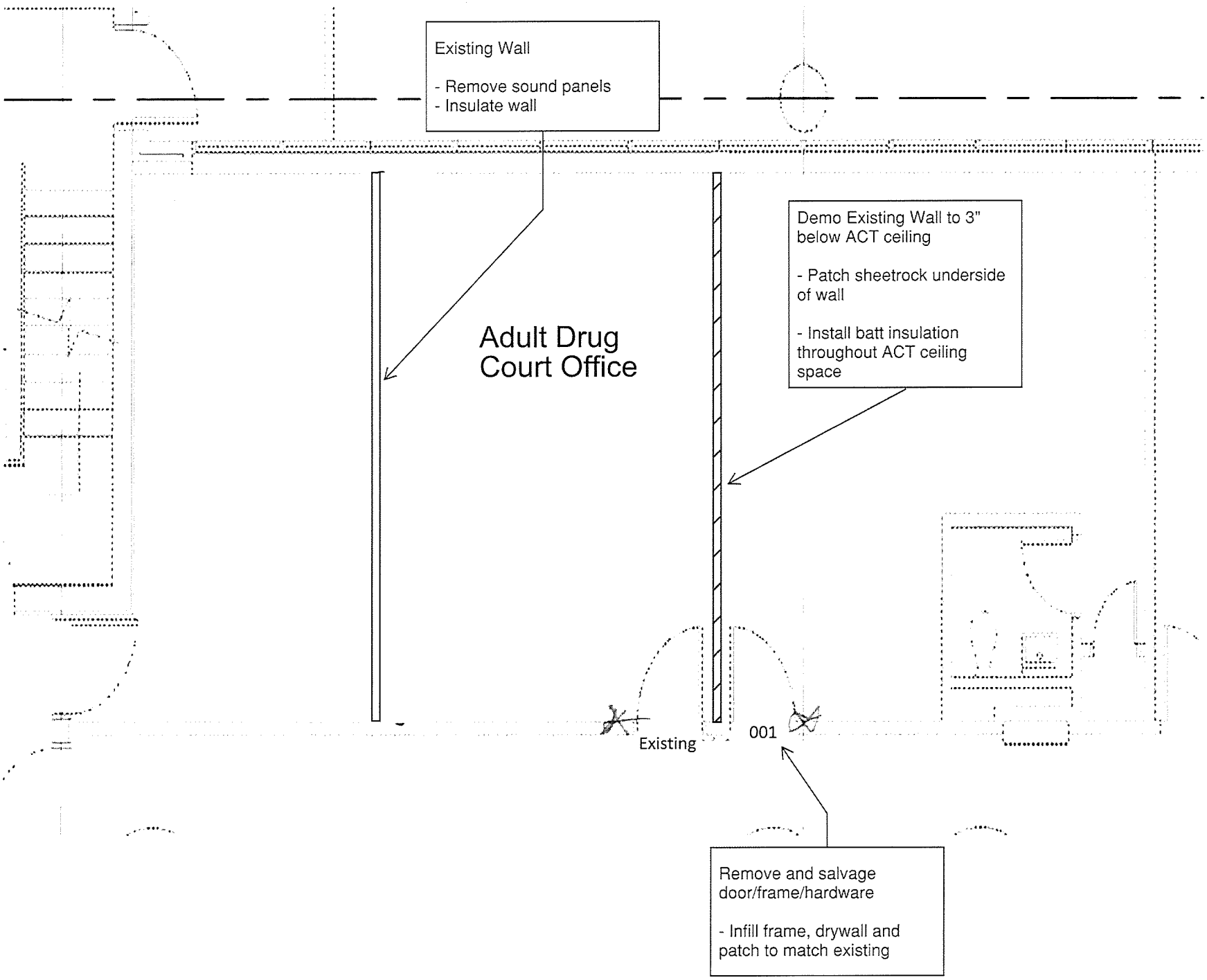
Cost Code	Description	Quantity	Unit	Rate	Total Labor	Material Cost	Subcontract Proposal	Other	Total
					$ -				$ -
Subtotal					$ -			$ -	$ -
	Project Manager	2	Hrs.	$ 95.00	$ 190.00				$ 190.00
	Superintendent	16	Hrs.	$ 85.00	$ 1,360.00				$ 1,360.00
	Project Engineer/QC	2	Hrs.	$ 60.00	$ 120.00				$ 120.00
	Site Foreman	0	Hrs.	$ 79.95	$ -				$ -
	Carpenter (Demo, temp protection, grid ceiling patch, cleanup, doors and hardware)	32	Hrs.	$ 78.07	$ 2,498.24				$ 2,498.24
	Laborers (Demo, Temp protection, cleanup, etc.)	24	Hrs.	$ 69.49	$ 1,667.76				$ 1,667.76
Subtotal									$ 5,836.00
	Materials/Equipment								
	Disposal/Equipment	1	LS	$ -		$ -		$ 400.00	$ 400.00
	Lockset	1	LS	$ -		$ 994.75			$ 994.75
	Misc. Materials (visqueen, tape, blades, ACT,etc.)	1	LS	$ -		$ 500.00			$ 500.00
Subtotal									$ 1,894.75
	Subcontractors and Supplies								
	Home and Floor (Floor Patch and Rubber Base)	1	LS	$ -			$ 1,255.00		$ 1,255.00
	Alpine Electric	1	LS	$ -			$ 2,084.00		$ 2,084.00
	Castillo Drywall	1	LS	$ -			$ 7,560.00		$ 7,560.00
	Paintmaster	1	LS	$ -			$ 1,180.00		$ 1,180.00
		0	LS	$ -			$ -		$ -
		0	LS	$ -			$ -		$ -
Subtotal								$ 400.00	$ 12,079.00
TOTAL					$ 5,836.00	$ 1,494.75	$ 12,079.00	$ 400.00	$ 19,809.75

OVERHEAD: Banlin Self Perform Work	5%	$ 386.54
PROFIT: Banlin Self Perform Work	5%	$ 386.54
OVERHEAD: Subcontractors	2.5%	$ 301.98
PROFIT: Subcontractors	2.5%	$ 301.98
Small tools/Expendables	2.0%	$ 116.72
Safety	2.0%	$ 116.72
Sub Total:		$ 21,420.22
B&O TAX	0.471%	$ 100.89
INSURANCE	0.5%	$ 107.61
BOND	1.360%	$ 292.69
SUBTOTAL		$ 21,921.40
WSST - Included on Progress Payment Sheet		
TOTAL FOR CHANGE ORDER		$ 21,921.40

Court Administration - current office



ADULT DRUG COURT



Change Order Request

ALPINE ELECTRIC
257 Basin Drive
Burbank, WA 99323

Project: JC-TI

Change Order Description: COP-18 Demo electrical & data in room 123. Add 2 receptacles and 2 data with one drop each and rearrange switching for lighting

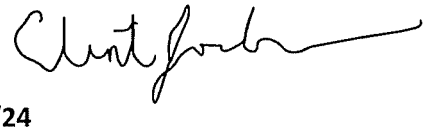
Item Description: Provide new circuit from a panel room located in the 125 Hall for 2 receptacles. Rearrange light switches, adding new switching in 3 locations. Provide 2 data runs to 2 new locations in room off of the 125 Hall. Demo electrical and data for removal on one wall.
Includes:

- Materials for 2 new receptacles and 3 new switch locations
- 2 CAT6 cables for new data locations from room 125A
- Testing and documentation for new data cables
- Labor for all installation of above scope

Total: $2,084.00

Approvals:
Work will begin upon signature of approval

Subcontractor: ALPINE ELECTRIC

Signature: 

Date: 3/27/24

Please sign, date and return or provide an email with a noticed to proceed.

Signature:

Print:

Date:

Jasen Banta

From: Jennifer Denniston <jdenniston@castillointeriors.org>
Sent: Thursday, March 28, 2024 12:33 PM
To: Jasen Banta
Cc: Noe Castillo
Subject: Re: FW: JC TI - COP 18

Hello Jasen,

Here are our numbers for the updated floor plans for the Adult Drug Court office and the Court Administration office-

- Framing- $2,050.00
- Drywall- $3,280.00
- Drywall Patching- $1,820.00
- Sound Insulation- $410.00

If you would like for us to address the ceiling grid, please let us know.

Thank you,

On Thu, Mar 28, 2024 at 10:42 AM Jasen Banta <jasen@banlinconstruction.com> wrote:

> Call me with any questions.
>
> **Jasen Banta - Owner**
>
> 509-430-7311 – Cell
>
> 509-586-2000 – Office
>
> 509-586-7777 – Fax
>
> www.Banlinconstruction.com
>
> BANLIN CONSTRUCTION

Tri-Cities Floor & Home BY CARPET ONE

*1330 Tapteal Drive * Richland WA 99352 ~ NEW Showroom*
223 N Benton Street, WA 99336 ~ Warehouse
Andrea Numerick ~ Direct Line: 509-508-5673 Cell 615-971-7372
EMAIL ADDRESS: andrea@floorandhome.net
WALLA WALLA CARPET ONE LLC. WA LIC# WALLAWC785BC ~ OR LIC# 244295

Change Order Authorization Form

Date: 04/01/2024
Customer: Banlin ~ Benton County Justice Center
CG #: TC000726
Address: 7122 Okanogan Place Kennewick WA 99336

Description of change:
Additional carpet & base for patching in Adult Drug Court office and admin per drawings provided 03/28/2024

Change order amount: $1,255

Salesperson signature: *Andrea Numerick*

Customer
Signature_____ Date_____

Company Name		Banlin	
Job Name		Justice Center	
Job Number		2404-163	
Qty	**Code**	**Description**	**Subtotal**
		HOLLOW METAL FRAMES	
			$0.00
		HOLLOW METAL DOORS	
			$0.00
		WOOD DOORS	
			$0.00
		HARDWARE	
		#N/A	
1	Special	Corbin ML2052 DSA 722 (RH) CLS6 MortiseLock	
		#N/A	
			$994.75
		OTHER (Light Kits, Glass, Access Panels)	
			$0.00
		GRAND TOTAL	$994.75

Paintmaster
SERVICES, INC.

CO #	DATE
334	04/03/2024

Subject: BCTC TI - Change Order

CUSTOMER

Banlin Construction
320 West Columbia Drive
Kennewick, WA 99336

PROJECT

Benton County Justice Center
PROJECT #: 69-19

DESCRIPTION

Prime and Paint new walls from demo
1 HM door frame

Excludes doors and ceilings

Item Name	Total
BCTC TI - Change Order	$1,180.00

Subtotal	$1,180.00
Total	**$1,180.00**

APPROVAL

This CO has been accepted on _____ by _____

Signature: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 14, 2024
Subject:	Authorization to advertise and bid C.E. 2097 CRP – Guidepost & Guardrail Installation
Presenter:	N/A
Prepared By:	D. Hope
Reviewed By:	Procurement, LeeAnn Holt

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

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

Summary / Background Information

The Public Works Department requests authorization from the Board to advertise and bid C.E. 2097 CRP – Guidepost and Guardrail Installation project at various locations in the County. A bid package has been prepared by staff, approved as to form by the Prosecuting Attorney's Office and signed by the County Engineer.

Fiscal Impact

None.

Recommendation

The Public Works Manager recommends that the Board sign the title page of the construction plans and formally grant permission to go to advertisement and proceed with the project.

Suggested Motion

Consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: APPROVAL OF CONSTRUCTION PLANS AND AUTHORIZATION TO PROCEED WITH THE ADVERTISEMENT AND BID PROCESS FOR C.E. 2097 CRP – GUIDEPOST AND GUARDRAIL INSTALLATION PROJECT

WHEREAS, the Public Works Department requests authorization from the Board of County Commissioners to advertise and bid C.E. 2097 CRP – Guidepost and Guardrail Installation Project at various locations in the County; and

WHEREAS, a bid packet (No. CB 22-09) was prepared by Benton County Public Works staff and submitted to the Benton County Prosecuting Attorney's Office for review and was approved as to form; **NOW THEREFORE,**

BE IT RESOLVED the Plans for C.E. 2097 CRP – Guidepost and Guardrail Installation Project, having been signed by the County Engineer, are hereby approved, and the Chairman or Chairman Pro-Tem is authorized to sign the title page of said Plans on behalf of Benton County; and

BE IT FURTHER RESOLVED that the Public Works Manager is authorized to proceed with the advertisement and bid process for C.E. 2097 CRP – Guidepost and Guardrail Installation Project.

Dated this 14th day of May 2024.

_____
Chairman

_____
Chairman Pro-Tem

_____
Commissioner

Attest:_____
Clerk of the Board

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

Orig.: Procurement D. Hope

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CONTRACT PROVISIONS AND PLANS

For Construction of:

Guideposts & Guardrail Installation

CE 2097 CRP

Federal Aid No: HSIP-000S(556)

PUBLIC WORKS DEPARTMENT

COUNTY OF BENTON WASHINGTON

Bid No: 22-09

DocuSign Envelope ID: CE1FC78B-D6AA-42F5-90EB-43A0D6AF15A6

OFFICE OF THE COUNTY ENGINEER
BENTON COUNTY
(CB NO. 22-09)

CALL FOR BIDS:

Sealed bids for CE 2097 CRP – Guideposts & Guardrail Instillation, shall be received by the Benton County Engineer, Benton County Public Services Building, 102206 E. Wiser Parkway, Kennewick, Washington 99338 until **3:00 p.m.**, Local Time, **Wednesday, June 5, 2024**. NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME. Bids are to be opened on **Wednesday, June 5, 2024 at 3:00 p.m.**, Local Time, in the Public Services Building, 102206 E. Wiser Parkway, Kennewick, Washington 99338. Contractor's Bid Proposal shall include the complete Proposal and the proposal bond is to be enclosed in a sealed envelope marked, **"BID FOR Guideposts & Guardrail Installation – CE 2097 CRP"**.

All bid proposals shall be accompanied by a bid proposal deposit as certified check, cashier check or proposal bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to Benton County. The Board reserves the right to reject any or all bids and to waive informalities in the bidding. The award of contract, if made, will be approved by the Board of Benton County Commissioners, Benton County, Washington.

"NOTE: This document and the materials enclosed herewith constitute an invitation to submit bid proposals only and do not represent an offer by Benton County or the Benton County Engineer. Bid proposals submitted in response hereto shall constitute offers to contract with Benton County, and only upon the County's acceptance of such offer by bid award as provided herein, shall any contractual relations be created."

Complete digital project bidding documents are available at www.questcdn.com. Interested bidders may view the plans and specifications at no charge by signing up for an account and inputting Quest Project #8982828 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.

The following is applicable to all Benton County projects:

"The recipient, in accordance with Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

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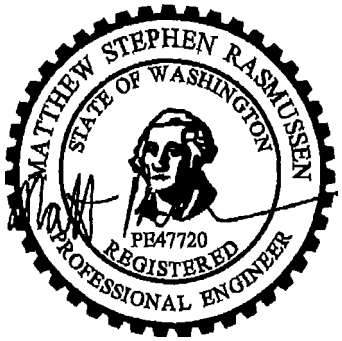
CERTIFICATIONS

CE 2097 CRP
Guideposts & Guardrail Installation
Bid No. CB 22-09

ENGINEER'S CERTIFICATION:

As the Engineer in direct responsible charge of developing these contract provisions, I certify these provisions have been developed or incorporated into this project under my supervision or as a result of certified specifications provided by other licensed professionals.



12/18/2023

APPROVED AS TO FORM:

The Call for Bids and Contract Provisions for the construction of CE 2097 CRP – Guideposts & Guardrail Installation have been reviewed and approved as to form:

DocuSigned by:
Leelynn Holt
D9A9308B67BB475...
Deputy Prosecuting Attorney

5/3/2024
Date

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SPECIAL PROVISIONS

INTRODUCTION TO THE SPECIAL PROVISIONS

(January 4, 2024 APWA GSP, Option A)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2024 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins, and project-specific Special Provisions Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply

The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source For example

(March 8, 2013 APWA GSP)
(April 1, 2013 WSDOTGSP)
(May 1, 2013 Benton County GSP)Agency Special Provision

Project specific special provisions are labeled without a date as such
(*****)

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT Manual M21-01, current edition

Contractor shall obtain copies of these publications, at Contractor's own expense

DIVISION 1

GENERAL REQUIREMENTS

DESCRIPTION OF WORK

(March 13, 1995 WSDOT GSP)

This contract provides for the improvement of *** Guidepost and Guardrail installation on various roads throughout Benton County *** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications

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SECTION 1-01, DEFINITIONS AND TERMS

1-01.3 Definitions

(January 19, 2022 APWA GSP)

Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace them with the following

Dates

Bid Opening Date
The date on which the Contracting Agency publicly opens and reads the Bids.

Award Date
The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive Bidder for the Work

Contract Execution Date
The date the Contracting Agency officially binds the Agency to the Contract

Notice to Proceed Date
The date stated in the Notice to Proceed on which the Contract time begins.

Substantial Completion Date
The day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, any remaining traffic disruptions will be rare and brief, and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains for the Physical Completion of the total Contract

Physical Completion Date
The day all of the Work is physically completed on the project All documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor by this date

Completion Date
The day all the Work specified in the Contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor All documentation required by the Contract and required by law must be furnished by the Contractor before establishment of this date

Final Acceptance Date
The date on which the Contracting Agency accepts the Work as complete.

Supplement this Section with the following

All references in the Standard Specifications or WSDOT General Special Provisions, to the terms "Department of Transportation", "Washington State Transportation Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters", and "State Treasurer" shall be revised to read "Contracting Agency".

All references to the terms "State" or "state" shall be revised to read "Contracting Agency" unless the reference is to an administrative agency of the State of Washington, a State statute or regulation, or the context reasonably indicates otherwise

All references to "State Materials Laboratory" shall be revised to read "Contracting Agency designated location"

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All references to "final contract voucher certification" shall be interpreted to mean the Contracting Agency form(s) by which final payment is authorized, and final completion and acceptance granted.

Additive
A supplemental unit of work or group of bid items, identified separately in the Bid Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid

Alternate
One of two or more units of work or groups of bid items, identified separately in the Bid Proposal, from which the Contracting Agency may make a choice between different methods or material of construction for performing the same work

Business Day
A business day is any day from Monday through Friday except holidays as listed in Section 1-08 5

Contract Bond
The definition in the Standard Specifications for "Contract Bond" applies to whatever bond form(s) are required by the Contract Documents, which may be a combination of a Payment Bond and a Performance Bond.

Contract Documents
See definition for "Contract"

Contract Time
The period of time established by the terms and conditions of the Contract within which the Work must be physically completed

Notice of Award
The written notice from the Contracting Agency to the successful Bidder signifying the Contracting Agency's acceptance of the Bid Proposal

Notice to Proceed
The written notice from the Contracting Agency or Engineer to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract time begins

Traffic
Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian traffic

SECTION 1-02, BID PROCEDURES AND CONDITIONS

1-02.1, Prequalification of Bidders

Delete this Section and replace it with the following

1-02.1, Qualifications of Bidder
(January 24, 2011 APWA GSP)

Before award of a public works contract, a bidder must meet at least the minimum qualifications of RCW 39 04 350(1) to be considered a responsible bidder and qualified to be awarded a public works project.

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1-02.2, Plans and Specifications
(June 27, 2011 APWA GSP)

Delete this section and replace it with the following

Information as to where Bid Documents can be obtained or reviewed can be found in the Call for Bids (Advertisement for Bids) for the work.

After award of the contract, plans and specifications will be issued to the Contractor at no cost as detailed below:

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (8 5" x 11")	*** 2 ***	Furnished automatically upon award
Contract Provisions	*** 2 ***	Furnished automatically upon award
Large plans (e g , 22" x 34")	*** 0 ***	Furnished only upon request

Additional plans and Contract Provisions may be obtained by the Contractor from the source stated in the Call for Bids, at the Contractor's own expense

1-02.5 Proposal Forms
(July 31, 2017 APWA GSP)

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount, signatures, date, and, where applicable, retail sales taxes and acknowledgment of addenda, the bidder's name, address, telephone number, and signature, the bidder's UDBE/DBE/M/WBE commitment, if applicable, a State of Washington Contractor's Registration Number, and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink The required certifications are included as part of the Proposal Form.

The Contracting Agency reserves the right to arrange the proposal forms with alternates and additives, if such be to the advantage of the Contracting Agency The bidder shall bid on all alternates and additives set forth in the Proposal Form unless otherwise specified

1-02.6 Preparation of Proposal
(November 20, 2023 WSDOTGSP)

The fourth and fifth paragraphs of Section 1-02.6 are deleted.

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Section 1-02.6 is supplemented with the following

(November 20, 2023)

The Bidder shall submit with the Bid the following

1) Disadvantaged Business Enterprise Utilization Certification (WSDOT Form 272-056)
2) DBE Written Confirmation Form (WSDOT Form 422-031) - For each and every DBE firm listed on the Bidder's completed Disadvantaged Business Enterprise Utilization Certification, the Bidder shall submit written confirmation from that DBE firm that the DBE is in agreement with the DBE participation commitment that the Bidder has made in the Bidder's completed Disadvantaged Business Enterprise Utilization Certification
3) Good Faith Effort Documentation - Bidder must submit good faith effort documentation with the Disadvantaged Business Enterprise Utilization Certification ONLY In The Event the bidder's efforts to solicit sufficient DBE participation have been unsuccessful
4) DBE Item Breakdown (WSDOT Form 272-054) The Bidder shall submit a DBE Item Breakdown form defining the scope of work to be performed by each DBE listed on the DBE Utilization Certification.

Directions for delivery of the Disadvantaged Business Enterprise, Written Confirmation Documents, and Disadvantaged Business Enterprise Good Faith Effort documentation are included in Sections 1-02.9 and 1-02 10

1-02.6(1) Recycled Materials Proposal
(January 4, 2016 APWA GSP)

The Bidder shall submit with the Bid, its proposal for incorporating recycled materials into the project, using the form provided in the Contract Provisions.

1-02.7 Bid Deposit
(March 8, 2013 APWA GSP)

Supplement this section with the following

Bid bonds shall contain the following

1 Contracting Agency-assigned number for the project,
2 Name of the project;
3. The Contracting Agency named as obligee,
4 The amount of the bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum bid amount that could be awarded,
5. Signature of the bidder's officer empowered to sign official statements The signature of the person authorized to submit the bid should agree with the signature on the bond, and the title of the person must accompany the said signature;
6. The signature of the surety's officer empowered to sign the bond and the power of attorney

If so stated in the Contract Provisions, bidder must use the bond form included in the Contract Provisions

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If so stated in the Contract Provisions, cash will not be accepted for a bid deposit

(March 12, 2014 Benton County GSP)
Revise the second sentence of this section to read

This deposit may be certified check, cashier's check or a proposal bond (Surety bond)

Supplement this section with the following.

Bidders wishing to submit a bid deposit in bond form shall use the Proposal Bond form included as part of the Proposal packet for this project

1-02 9 Delivery of Proposal
(January 4, 2024 APWA GSP, Option A)

Delete this section and replace it with the following

DBE DOCUMENT SUBMITTAL REQUIREMENTS

General

Each Proposal shall be submitted in a sealed envelope, with the Project Name and Project Number as stated in the Call for Bids clearly marked on the outside of the envelope, or as otherwise required in the Bid Documents, to ensure proper handling and delivery.

To be considered responsive on a FHWA-funded project, the Bidder may be required to submit the following items, as required by Section 1-02 6

- DBE Utilization Certification (WSDOT 272-056)
- DBE Written Confirmation Document (WSDOT 422-031) from each DBE firm listed on the Bidder's completed DBE Utilization Certification
- Good Faith Effort (GFE) Documentation (if applicable)
- DBE Bid Item Breakdown (WSDOT 272-054)

Proposals that are received as required will be publicly opened and read as specified in Section 1-02 12 The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the Call for Bids for receipt of Bid Proposals, or received in a location other than that specified in the Call for Bids The Contracting Agency will not open or consider any "Supplemental Information" (DBE confirmations, or GFE documentation) that is received after the time specified above, or received in a location other than that specified in the Call for Bids.

If an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be received at the office designated for receipt of bids as specified in Section 1-02 12 the time specified for receipt of the Proposal will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the normal work processes of the Contracting Agency resume
T

DBE Utilization Certification (WSDOT Form 272-056)

The DBE Utilization Certification shall be received at the same location and no later than the time required for delivery of the Proposal. The Contracting Agency will not open or consider any Proposal when the DBE Utilization Certification is received after the time specified for receipt of Proposals or received in a location other than that specified for receipt of Proposals. The DBE Utilization Certification may be submitted in the same envelope as the Bid deposit.

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DBE Written Confirmation (WSDOT Form 422-031) and/or GFE Documentation, (if applicable)
The DBE Written Confirmation Documents and/or GFE Documents are not required to be submitted with the Proposal The DBE Written Confirmation Document(s) and/or GFE (if any) shall be received either with the Bid Proposal or as a Supplement to the Bid. The documents shall be received no later than 48 hours (not including Saturdays, Sundays and Holidays) after the time for delivery of the Proposal. To be considered responsive, Bidders shall submit Written Confirmation Documentation from each DBE firm listed on the Bidder's completed DBE Utilization Certification and/or the GFE as required by Section 1-02 6

DBE Bid Item Breakdown (WSDOT form 272-0-54)
The DBE Bid Item Breakdown shall be received either with the Bid Proposal or as a Supplement to the Bid The documents shall be received no later than 48 hours (not including Saturdays, Sundays and Holidays) after the time for delivery of the Proposal The successful Bidder shall submit a completed DBE Bid Item Breakdown, however, minor errors and corrections to DBE Bid Item Breakdown will be returned for correction for a period up to five calendar days after bid opening (not including Saturdays, Sundays and Holidays) DBE Bid Item Breakdown that are still incorrect after the correction period will be determined to be non-responsive

The DBE Bid Item Breakdown will not be included as part of the executed Contract

1-02.10 Withdrawing, Revising, or Supplementing Proposal
(July 23, 2015 APWA GSP)

Delete this section, and replace it with the following

After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise, or supplement it if

1 The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, and
2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and
3 The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received before the time set for receipt of Bid Proposals, the Contracting Agency will return the unopened Proposal package to the Bidder The Bidder must then submit the revised or supplemented package in its entirety If the Bidder does not submit a revised or supplemented package, then its bid shall be considered withdrawn.

Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the Contracting Agency and returned unopened Mailed, emailed, or faxed requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

1-02.13 Irregular Proposals
(January 4, 2024 APWA GSP)

Delete this section and replace it with the following

1 A Proposal will be considered irregular and will be rejected if

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a The Bidder is not prequalified when so required;
b. The Bidder adds provisions reserving the right to reject or accept the Award, or enter into the Contract;
c A price per unit cannot be determined from the Bid Proposal;
d. The Proposal form is not properly executed;
e The Bidder fails to submit or properly complete a subcontractor list (WSDOT Form 271-015), if applicable, as required in Section 1-02 6,
f The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification (WSDOT Form 272-056), if applicable, as required in Section 1-02 6,
g. The Bidder fails to submit Written Confirmations (WSDOT Form 422-031) from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's DBE participation commitment, if applicable, as required in Section 1-02 6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions,
h The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02 6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award in accordance with Section 1-07 11,
i The Bidder fails to submit a DBE Bid Item Breakdown (WSDOT Form 272-054), if applicable, as required in Section 1-02 6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions,
j The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation

2 A Proposal may be considered irregular and may be rejected if
a The Proposal does not include a unit price for every Bid item,
b Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
c The authorized Proposal Form furnished by the Contracting Agency is not used or is altered,
d The completed Proposal form contains unauthorized additions, deletions, alternate Bids, or conditions,
e Receipt of Addenda is not acknowledged,
f A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected), or
g. If Proposal form entries are not made in ink

1-02.14 Disqualification of Bidders
(May 17, 2018 APWA GSP, Option A)

Delete this section and replace it with the following

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39 04 350(1), as amended

The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39 04 350(1) To assess bidder responsibility, the Contracting Agency reserves the right to request documentation as needed from the Bidder and third parties concerning the Bidder's compliance with the mandatory bidder responsibility criteria

If the Contracting Agency determines the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39 04 350(1) and is therefore not a responsible Bidder, the Contracting Agency

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shall notify the Bidder in writing, with the reasons for its determination If the Bidder disagrees with this determination, it may appeal the determination within two (2) business days of the Contracting Agency's determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the Contracting Agency's final determination

1-02.15 Pre Award Information
(December 30, 2022 APWA GSP)

Revise this section to read

Before awarding any contract, the Contracting Agency may require one or more of these items or actions of the apparent lowest responsible bidder

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2 Samples of these materials for quality and fitness tests,
3 A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
4 A breakdown of costs assigned to any bid item,
5 Attendance at a conference with the Engineer or representatives of the Engineer,
6 Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located
7. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder

SECTION 1-03, AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids
(December 30, 2022 APWA GSP)

Revise the first paragraph to read

After opening and reading proposals, the Contracting Agency will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control If a minimum bid amount has been established for any item and the bidder's unit or lump sum price is less than the minimum specified amount, the Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum specified amount and recalculate the extension. The total of extensions, corrected where necessary, including sales taxes where applicable and such additives and/or alternates as selected by the Contracting Agency, will be used by the Contracting Agency for award purposes and to fix the Awarded Contract Price amount and the amount of the contract bond.

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1-03.1(1) Identical Bid Totals
(December 30, 2022 APWA GSP)

Revise this section to read

After opening Bids, if two or more lowest responsive Bid totals are exactly equal, then the tie-breaker will be the Bidder with an equal lowest bid, that proposed to use the highest percentage of recycled materials in the Project, per the form submitted with the Bid Proposal If those percentages are also exactly equal, then the tie-breaker will be determined by drawing as follows: Two or more slips of paper will be marked as follows one marked "Winner" and the other(s) marked "unsuccessful" The slips will be folded to make the marking unseen The slips will be placed inside a box One authorized representative of each Bidder shall draw a slip from the box Bidders shall draw in alphabetic order by the name of the firm as registered with the Washington State Department of Licensing. The slips shall be unfolded and the firm with the slip marked "Winner" will be determined to be the successful Bidder and eligible for Award of the Contract. Only those Bidders who submitted a Bid total that is exactly equal to the lowest responsive Bid, and with a proposed recycled materials percentage that is exactly equal to the highest proposed recycled materials amount, are eligible to draw

1-03.3 Execution of Contract
(January 4, 2024 APWA GSP Option A)

This section is supplemented with the following:

Within 5 calendar days of the Award date (not including Saturdays, Sundays and Holidays), the successful Bidder shall provide DBE Trucking Credit Form(s) (WSDOT Form 272-058) when trucking appears on the DBE Utilization Certificate (WSDOT Form 272-056) The DBE Trucking Credit Form shall document how the DBE Trucking firm will be able to perform the scope of work subcontracted to them.

Trucking forms will be returned for correction Trucking Credit Form(s) will not be included as part of the executed Contract

DBE Trucking Credit Forms shall be submitted in one of the following ways:

1) By E-mail jeff liner@co benton.wa us or publicworks@co benton wa us

2) By Mail to: 102206 E. Wiser Parkway
Kennewick, WA 99338

1-03.4 Contract Bond
(July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following

The successful bidder shall provide executed payment and performance bond(s) for the full contract amount The bond may be a combined payment and performance bond, or be separate

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payment and performance bonds In the case of separate payment and performance bonds, each shall be for the full contract amount The bond(s) shall:

1 Be on Contracting Agency-furnished form(s),
2 Be signed by an approved surety (or sureties) that
   a Is registered with the Washington State Insurance Commissioner, and
   b Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3 Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure
   a Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
   b Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work,
4 Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW, and
5 Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond, and
6 Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner) If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president)

1-03.7 Judicial Review

(December 30, 2022 APWA GSP)

Revise this section to read

All decisions made by the Contracting Agency regarding the Award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington Law Such review, if any, shall be timely filed in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36 01 050 shall control venue and jurisdiction

SECTION 1-04, SCOPE OF WORK

1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda

(December 30, 2022 APWA GSP)

Revise the second paragraph to read

Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth)

1 Addenda,

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2 Proposal Form,
3 Special Provisions,
4 Contract Plans,
5 Standard Specifications,
6 Contracting Agency's Standard Plans or Details (if any), and
7 WSDOT Standard Plans for Road, Bridge, and Municipal Construction

1-04.4 Changes
(January 19, 2022 APWA GSP)

The first two sentences of the last paragraph of Section 1-04 4 are deleted

SECTION 1-05, CONTROL OF WORK

1-05.4 Conformity With and Deviations from Plans and Stakes

Supplement this section with the following:

Roadway and Utility Surveys
(July 23, 2015 APWA GSP, Option 1)

The Engineer shall furnish to the Contractor one time only all principal lines, grades, and measurements the Engineer deems necessary for completion of the work These shall generally consist of one initial set of:

1 Slope stakes for establishing grading;
2 Curb grade stakes,
3 Centerline finish grade stakes for pavement sections wider than 25 feet, and
4 Offset points to establish line and grade for underground utilities such as water, sewers, and storm drains

On alley construction projects with minor grade changes, the Engineer shall provide only offset hubs on one side of the alley to establish the alignment and grade

1-05.7, Removal of Defective and Unauthorized Work
(October 1, 2005 APWA GSP)
Supplement this section with the following:

If the Contractor fails to remedy defective or unauthorized work within the time specified in a written notice from the Engineer, or fails to perform any part of the work required by the Contract Documents, the Engineer may correct and remedy such work as may be identified in the written notice, with Contracting Agency forces or by such other means as the Contracting Agency may deem necessary

If the Contractor fails to comply with a written order to remedy what the Engineer determines to be an emergency situation, the Engineer may have the defective and unauthorized work corrected immediately, have the rejected work removed and replaced, or have work the Contractor refuses to perform completed by using Contracting Agency or other forces An emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.

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Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by the Contractor Payment will be deducted by the Engineer from monies due, or to become due, the Contractor Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work

No adjustment in contract time or compensation will be allowed because of the delay in the performance of the work attributable to the exercise of the Contracting Agency's rights provided by this Section.

The rights exercised under the provisions of this section shall not diminish the Contracting Agency's right to pursue any other avenue for additional remedy or damages with respect to the Contractor's failure to perform the work as required.

1-05.11, Final Inspection
Delete this section and replace it with the following

1-05.11, Final Inspections and Operational Testing
(October 1, 2005 APWA GSP)

1-05.11(1), Substantial Completion Date

When the Contractor considers the work to be substantially complete, the Contractor shall so notify the Engineer and request the Engineer establish the Substantial Completion Date The Contractor's request shall list the specific items of work that remain to be completed in order to reach physical completion The Engineer will schedule an inspection of the work with the Contractor to determine the status of completion The Engineer may also establish the Substantial Completion Date unilaterally

If, after this inspection, the Engineer concurs with the Contractor that the work is substantially complete and ready for its intended use, the Engineer, by written notice to the Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer does not consider the work substantially complete and ready for its intended use, the Engineer will, by written notice, so notify the Contractor giving the reasons therefore. Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the work necessary to reach Substantial and Physical Completion The Contractor shall provide the Engineer with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the work

The above process shall be repeated until the Engineer establishes the Substantial Completion Date and the Contractor considers the work physically complete and ready for final inspection

1-05.11(2), Final Inspection and Physical Completion Date

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Engineer to schedule a final inspection. The Engineer will set a date for final inspection. The Engineer and the Contractor will then make a final inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies This process will continue until the Engineer is satisfied the listed deficiencies have been corrected

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If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7 The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder

Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting Agency, in writing, of the date upon which the work was considered physically complete. That date shall constitute the Physical Completion Date of the contract, but shall not imply acceptance of the work or that all the obligations of the Contractor under the contract have been fulfilled

1-05.11(3), Operational Testing

It is the intent of the Contracting Agency to have at the Physical Completion Date a complete and operable system Therefore when the work involves the installation of machinery or other mechanical equipment, street lighting, electrical distribution or signal systems, irrigation systems, buildings, or other similar work it may be desirable for the Engineer to have the Contractor operate and test the work for a period of time after final inspection but prior to the physical completion date Whenever items of work are listed in the Contract Provisions for operational testing they shall be fully tested under operating conditions for the time period specified to ensure their acceptability prior to the Physical Completion Date During and following the test period, the Contractor shall correct any items of workmanship, materials, or equipment which prove faulty, or that are not in first class operating condition. Equipment, electrical controls, meters, or other devices and equipment to be tested during this period shall be tested under the observation of the Engineer, so that the Engineer may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer

The costs for power, gas, labor, material, supplies, and everything else needed to successfully complete operational testing, shall be included in the unit contract prices related to the system being tested, unless specifically set forth otherwise in the proposal

Operational and test periods, when required by the Engineer, shall not affect a manufacturer's guaranties or warranties furnished under the terms of the contract

1-05.13, Superintendents, Labor and Equipment of Contractor
(August 14, 2013 APWA GSP)

Delete the sixth and seventh paragraphs of this section

1-05.15 Method of Serving Notices
(January 4, 2024 APWA GSP)

Revise the second paragraph to read

> All correspondence from the Contractor shall be served and directed to the Engineer. All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be written in paper format, hand delivered or sent via certified mail delivery service with return receipt requested to the Engineer's office Electronic copies such as e-mails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract

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1-05.16, Water and Power
(October 1, 2005 APWA GSP)

The Contractor shall make necessary arrangements, and shall bear the costs for power and water necessary for the performance of the work, unless the contract includes power and water as a pay item

SECTION 1-06, CONTROL OF MATERIAL

Section 1-06 is supplemented with the following:

Build America/Buy America

(December 20, 2023 WSDOTGSP)
General Requirements

In accordance with Buy America Preferences for Infrastructure Projects requirements contained in 2 CFR 184 and Division G, Title IX - Build America, Buy America Act (BABA), of Public Law 117-58 (Infrastructure Investment and Jobs Act), the following materials must be American-made:

1 All steel and iron used in the project are produced in the United States This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States

2 All manufactured products used in the project are produced in the United States This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation

3 All construction materials are manufactured in the United States This means that all manufacturing processes for the construction material occurred in the United States.

An article, material, or supply will be classified in one of three categories 1) Steel and Iron, 2) Manufactured Product or 3) Construction Material. Only a single category will apply to an item and be subject to the requirements of the BABA requirements of that category Some contract items are composed of multiple parts that may fall into different categories Individual components will be categorized as a construction material, manufactured product, or steel and iron based on their composition when they arrive at the staging area or work site. When steel or iron are a component of a manufactured product or construction material, the steel and iron components will be subject to "Steel and Iron Requirements" of this Specification

Definitions

1 Construction Material: Defined as any article, material, or supply brought to the construction site for incorporation into the final product Construction materials include an article, material, or supply that is or consists primarily of

a Non-ferrous metals including all manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly,

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b Plastic and polymer-based products including all manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form),

c Glass including all manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting),

d. Fiber optic cable (includes drop cable) including all manufacturing processes, from initial ribboning (if applicable), through buffering, fiber stranding and jacketing, (fiber optic cable also includes the standards for glass and optical fiber),

e. Optical fiber including all manufacturing processes, from the initial preform fabrication stage, though the completion of the draw,

f. Lumber including all manufacturing processes, from initial debarking through treatment and planing,

g Drywall including all manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels; or

h Engineered wood including all manufacturing processes from the initial combination of constituent materials until the wood product is in its final form

Construction Materials do not include items of primarily iron or steel; manufactured products, cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

If a Construction Material is not manufactured in the United States it shall be considered a Foreign Construction Material

2 Manufactured Product: A Manufactured product includes any item produced as a result of the manufacturing process. Items that consist of two or more of the listed construction materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials

3 Manufactured in the United States: A construction material will be considered as manufactured in the United States if all manufacturing processes have occurred in the United States

4 Structural Steel Defined as all structural steel products included in the project

5 United States: To further define the coverage, a domestic product is a manufactured steel construction material that was produced in one of the 50 states, the District of Columbia, Puerto Rico, or in the territories and possessions of the United States.

Steel and Iron Requirements

Major quantities of steel and iron construction materials that are permanently incorporated into the project shall consist of American-made materials only BABA requirements do not apply to temporary steel or iron items, e g., temporary sheet piling, temporary bridges, steel scaffolding and falsework

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Minor amounts of foreign steel and iron may be utilized in this project provided the cost of the foreign material used does not exceed one-tenth of one percent of the total contract cost or $2,500 00, whichever is greater.

American-made material is defined as material having all manufacturing processes occurring domestically.

If domestically produced steel billets or iron ingots are exported outside of the area of coverage, as defined above, for any manufacturing process then the resulting product does not conform to the BABA requirements Additionally, products manufactured domestically from foreign source steel billets or iron ingots do not conform to the BABA requirements because the initial melting and mixing of alloys to create the material occurred in a foreign country.

Manufacturing begins with the initial melting and mixing and continues through the coating stage Any process which modifies the chemical content, the physical size or shape, or the final finish is considered a manufacturing process. The processes include rolling, extruding, machining, bending, grinding, drilling, welding, and coating The action of applying a coating to steel or iron is deemed a manufacturing process Coating includes epoxy coating, galvanizing, aluminizing, painting, and any other coating that protects or enhances the value of steel or iron. Any process from the original reduction from ore to the finished product constitutes a manufacturing process for iron

Due to a nationwide waiver, BABA requirements do not apply to raw materials (iron ore and alloys), scrap (recycled steel or iron), and pig iron ore processed, pelletized, and reduced iron ore

The following are considered to be steel manufacturing processes

1. Production of steel by any of the following processes

    a Open hearth furnace.

    b Basic oxygen

    c Electric furnace

    d. Direct reduction

2 Rolling, heat treating, and any other similar processing

3 Fabrication of the products

    a Spinning wire into cable or strand

    b Corrugating and rolling into culverts

    c. Shop fabrication.

A certification of materials origin will be required for all items comprised of, or containing, steel or iron construction materials prior to such items being incorporated into the permanent work The Contractor will not receive payment until the certification is received by the Engineer The certification shall be on WSDOT Form 350-109 provided by the Engineer, or such other form the Contractor chooses, provided it contains the same information as WSDOT Form 350-109

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Manufactured Products

Due to a nationwide waiver, BABA requirements do not apply to manufactured products Manufactured products that contain steel and iron, regardless of a nationwide waiver, will follow "Steel and Iron Requirements" of this Specification

Construction Material Requirements

A Contractor provided certification of materials origin will be required before each progress estimate or payment The Contractor will not receive payment until the certification is received by the Engineer The Contractor shall certify that all construction materials installed during the current progress estimate period meets the Build America, Buy America Act The certification shall be on WSDOT Form 350-111 provided by the Engineer, or such other form the Contractor chooses, provided it contains the same information as WSDOT Form 350-111.

Waiver for De Minimis Costs

Minor amounts of Foreign Construction Materials may be utilized in this project, provided that the total cost of the Foreign Construction Materials does not exceed $1,000,000 and does not exceed 5 percent of the total applicable material costs calculated as follows:

$$\frac{Total\ cost\ of\ Foreign\ Construction\ Materials}{Total\ applicable\ material\ costs} < 0.05$$

The total applicable material costs shall be the sum of the costs all Construction Materials, all Steel and Iron, and all Manufactured Products Total applicable material costs does not include the cost of cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives

Steel and iron materials shall follow the "Steel and Iron Requirements" of this Specification

1-06.6 Recycled Materials

(January 4, 2016 APWA GSP)

Delete this section, including its subsections, and replace it with the following

The Contractor shall make their best effort to utilize recycled materials in the construction of the project Approval of such material use shall be as detailed elsewhere in the Standard Specifications

Prior to Physical Completion the Contractor shall report the quantity of recycled materials that were utilized in the construction of the project for each of the items listed in Section 9-03 21 The report shall include hot mix asphalt, recycled concrete aggregate, recycled glass, steel furnace slag and other recycled materials (e g. utilization of on-site material and aggregates from concrete returned to the supplier) The Contractor's report shall be provided on DOT form 350-075 Recycled Materials Reporting

SECTION 1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

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1-07.1 Laws to be Observed
(October 1, 2005 APWA GSP)

Supplement this section with the following

In cases of conflict between different safety regulations, the more stringent regulation shall apply

The Washington State Department of Labor and Industries shall be the sole and paramount administrative agency responsible for the administration of the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA).

The Contractor shall maintain at the project site office, or other well-known place at the project site, all articles necessary for providing first aid to the injured The Contractor shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the project site Employees should not be permitted to work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site

1-07.2, Sales Tax
Delete this section, including its sub-sections, in its entirety and replace it with the following

1-07.2 State Sales Tax
(June 27, 2011 APWA GSP)

The Washington State Department of Revenue has issued special rules on the State sales tax Sections 1-07 2(1) through 1-07 2(3) are meant to clarify those rules The Contractor should contact the Washington State Department of Revenue for answers to questions in this area The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts In some cases, however, state retail sales tax will not be included Section 1-07 2(2) describes this exception

The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-funded Project) only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all contract-related taxes have been paid (RCW 60 28.051) The Contracting Agency may deduct from its payments to the Contractor any amount the Contractor may owe the Washington State Department of Revenue, whether the amount owed relates to this contract or not Any amount so deducted will be paid into the proper State fund

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1-07.2(1), State Sales Tax — Rule 171

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc , which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic This includes storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway lighting system For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.

1-07.2(2), State Sales Tax — Rule 170

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property This includes, but is not limited to, the construction of streets, roads, highways, etc , owned by the state of Washington, water mains and their appurtenances, sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system, telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system, and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation

For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail sales tax on the full contract price The Contracting Agency will automatically add this sales tax to each payment to the Contractor For this reason, the Contractor shall not include the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following exception

Exception The Contracting Agency will not add in sales tax for a payment the Contractor or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project Such sales taxes shall be included in the unit bid item prices or in any other contract amount

1-07.2(3), Services

The Contractor shall not collect retail sales tax from the Contracting Agency on any contract wholly for professional or other services (as defined in Washington State Department of Revenue Rules 138 and 244)

1-07.9 Wages

1-07.9(1) General
(January 10, 2024 WSDOT GSP)

Section 1-07 9(1) is supplemented with the following

The Federal wage rates incorporated in this contract have been established by the Secretary of Labor under United States Department of Labor General Decision No WA20240001.

The State rates incorporated in this contract are applicable to all construction activities associated with this contract

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1-07.9(5)A Required Documents
(December 30, 2022 APWA GSP)

This section is revised to read as follows

All Statements of Intent to Pay Prevailing Wages, Affidavits of Wages Paid and Certified Payrolls, including a signed Statement of Compliance for Federal-aid projects, shall be submitted to the Engineer and to the State L&I online Prevailing Wage Intent & Affidavit (PWIA) system

1-07.11 Requirements for Nondiscrimination
(October 3, 2022 WSDOT GSP)

Supplement this section with the following

Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

1 The Contractor's attention is called to the Equal Opportunity Clause and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth herein

2 The goals and timetables for minority and female participation set by the Office of Federal Contract Compliance Programs, expressed in percentage terms for the Contractor's aggregate work force in each construction craft and in each trade on all construction work in the covered area, are as follows

Women - Statewide

Timetable	Goal
Until further notice	6 9%

Minorities - by Standard Metropolitan Statistical Area (SMSA)

Spokane, WA	
SMSA Counties	
Spokane, WA	2.8
WA Spokane.	
Non-SMSA Counties	3 0
WA Adams; WA Asotin; WA Columbia, WA Ferry, WA Garfield, WA Lincoln, WA Pend Oreille, WA Stevens, WA Whitman	
Richland, WA	
SMSA Counties:	
Richland Kennewick, WA	5 4
WA Benton, WA Franklin	
Non-SMSA Counties	3 6
WA Walla Walla	

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Yakima, WA
SMSA Counties
Yakima, WA 9.7
WA Yakima
Non-SMSA Counties 7 2
WA Chelan; WA Douglas; WA Grant, WA Kittitas, WA Okanogan

Seattle, WA:
SMSA Counties
Seattle Everett, WA 7 2
WA King, WA Snohomish
Tacoma, WA 6 2
WA Pierce
Non-SMSA Counties 6.1
WA Clallam; WA Grays Harbor, WA Island, WA Jefferson; WA Kitsap, WA Lewis, WA Mason, WA Pacific, WA San Juan, WA Skagit, WA Thurston, WA Whatcom

Portland, OR:
SMSA Counties·
Portland, OR-WA 4 5
WA Clark
Non-SMSA Counties 3 8
WA Cowlitz, WA Klickitat, WA Skamania, WA Wahkiakum

These goals are applicable to each nonexempt Contractor's total on-site construction workforce, regardless of whether or not part of that workforce is performing work on a Federal, or federally assisted project, contract, or subcontract until further notice Compliance with these goals and time tables is enforced by the Office of Federal Contract compliance Programs

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4 3(a), and its efforts to meet the goals The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, in each construction craft and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goal shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed

3. The Contractor shall provide written notification to the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 or more that are Federally funded, at any tier for construction work under the contract resulting from this solicitation The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed. The notification shall be sent to

U S Department of Labor

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Office of Federal Contract Compliance Programs Pacific Region
Attn Regional Director
San Francisco Federal Building
90 – 7th Street, Suite 18-300
San Francisco, CA 94103(415) 625-7800 Phone
(415) 625-7799 Fax

4 As used in this Notice, and in the contract resulting from this solicitation, the Covered Area is as designated herein.

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1 As used in these specifications

a. Covered Area means the geographical area described in the solicitation from which this contract resulted;

b Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority,

c. Employer Identification Number means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U S Treasury Department Form 941,

d Minority includes

(1) Black, a person having origins in any of the Black Racial Groups of Africa

(2) Hispanic, a fluent Spanish speaking, Spanish surnamed person of Mexican, Puerto Rican, Cuban, Central American, South American, or other Spanish origin

(3) Asian or Pacific Islander, a person having origins in any of the original peoples of the Pacific rim or the Pacific Islands, the Hawaiian Islands and Samoa

(4) American Indian or Alaskan Native, a person having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition

2 Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted

3 If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U S Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan Contractors must be able to demonstrate their participation in and

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compliance with the provisions of any such Hometown Plan Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to take good faith effort to achieve the Plan goals and timetables

4 The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of this Special Provision The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5 Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto

6 In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U S Department of Labor

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its action The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following

a Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work The Contractor, where possible, will assign two or more women to each construction project The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities

b Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a

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union, a recruitment source or community organization and of what action was taken with respect to each such individual If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken

d Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunity and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the U S Department of Labor The Contractor shall provide notice of these programs to the sources compiled under 7b above

f Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement, by publicizing it in the company newspaper, annual report, etc , by specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter

h Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business

i Direct its recruitment efforts, both oral and written to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process

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j Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force

k Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3

l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities

m Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out

n Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes

o Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations

p Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations

8 Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p) The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of the obligations under 7a through 7p of this Special Provision provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensure that the concrete benefits of the program are reflected in the Contractor's minority and female work-force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrate the effectiveness of actions taken on behalf of the Contractor The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance

9 A single goal for minorities and a separate single goal for women have been established The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized)

10 The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

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11 The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246

12 The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspensions, terminations and cancellations of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended

13 The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of this Special Provision, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4 8

14 The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records Records shall at least include, for each employee, their name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e g , mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form, however, to the degree that existing records satisfy this requirement, the Contractors will not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e g , those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program)

16. Additional assistance for Federal Construction Contractors on contracts administered by Washington State Department of Transportation or by Local Agencies may be found at

Washington State Dept of Transportation
Office of Equity and Civil Rights
PO Box 47314
310 Maple Park Ave SE
Olympia WA
98504-7314
Ph 360-705-7090
Fax 360-705-6801
http //www wsdot wa gov/equalopportunity/default htm

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1-07.11 Requirements for Nondiscrimination

(October 1, 2020 APWA GSP, Option B)

Supplement this section with the following

Disadvantaged Business Enterprise Participation

The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 and USDOT's official interpretations (i e., Questions & Answers) apply to this Contract Demonstrating compliance with these Specifications is a Condition of Award (COA) of this Contract Failure to comply with the requirements of this Specification may result in your Bid being found to be nonresponsive resulting in rejection or other sanctions as provided by Contract

DBE Abbreviations and Definitions

Broker – A business firm that provides a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for the performance of the Contract, or, persons/companies who arrange or expedite transactions

Certified Business Description – Specific descriptions of work the DBE is certified to perform, as identified in the Certified Firm Directory, under the Vendor Information page

Certified Firm Directory – A database of all Minority, Women, and Disadvantaged Business Enterprises currently certified by Washington State The on-line Directory is available to Bidders for their use in identifying and soliciting interest from DBE firms The database is located under the Firm Certification section of the Diversity Management and Compliance System web page at https //omwbe.diversitycompliance com

Commercially Useful Function (CUF) – 49 CFR 26 55(c)(1) defines commercially useful function as "*A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, you must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors*"

Disadvantaged Business Enterprise (DBE) – A business firm certified by the Washington State Office of Minority and Women's Business Enterprises, as meeting the criteria outlined in 49 CFR 26 regarding DBE certification

Force Account Work – Work measured and paid in accordance with Section 1-09 6

Good Faith Efforts – Efforts to achieve the DBE COA Goal or other requirements of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement

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Manufacturer (DBE) – A DBE firm that operates or maintains a factory or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract A DBE Manufacturer shall produce finished goods or products from raw or unfinished material or purchase and substantially alters goods and materials to make them suitable for construction use before reselling them

Reasonable Fee (DBE) – For purposes of Brokers or service providers a reasonable fee shall not exceed 5% of the total cost of the goods or services brokered.

Regular Dealer (DBE) – A DBE firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of a Contract are bought, kept in stock, and regularly sold to the public in the usual course of business To be a Regular Dealer, the DBE firm must be an established regular business that engages in as its principal business and in its own name the purchase and sale of the products in question A Regular Dealer in such items as steel, cement, gravel, stone, and petroleum products need not own, operate or maintain a place of business if it both owns and operates distribution equipment for the products Any supplementing of regular dealers' own distribution equipment shall be by long-term formal lease agreements and not on an ad-hoc basis. Brokers, packagers, manufacturers' representatives, or other persons who arrange or expedite transactions shall not be regarded as Regular Dealers within the meaning of this definition

DBE Commitment – The scope of work and dollar amount the Bidder indicates they will be subcontracting to be applied towards the DBE Condition of Award Goal as shown on the DBE Utilization Certification Form for each DBE Subcontractor. This DBE Commitment amount will be incorporated into the Contract and shall be considered a Contract requirement The Contractor shall utilize the COA DBEs to perform the work and supply the materials for which they are committed Any changes to the DBE Commitment require the Engineer's prior written approval

DBE Condition of Award (COA) Goal – An assigned numerical amount specified as a percentage of the Contract Initially, this is the minimum amount that the Bidder must commit to by submission of the Utilization Certification Form and/or by Good Faith Effort (GFE)

DBE COA Goal

The Contracting Agency has established a DBE COA Goal for this Contract in the amount of. *** **16%** ***

Crediting DBE Participation

Subcontractors proposed as COA must be certified prior to the due date for bids on the Contract All non-COA DBE Subcontractors shall be certified before the subcontract on which they are participating is executed

DBE participation is only credited upon payment to the DBE

The following are some definitions of what may be counted as DBE participation

DBE Prime Contractor

Only take credit for that portion of the total dollar value of the Contract equal to the distinct, clearly defined portion of the Work that the DBE Prime Contractor performs with its own forces and is certified to perform

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DBE Subcontractor
Only take credit for that portion of the total dollar value of the subcontract that is equal to the distinct, clearly defined portion of the Work that the DBE performs with its own forces and is certified to perform The value of work performed by the DBE includes the cost of supplies and materials purchased by the DBE and equipment leased by the DBE, for its work on the contract Supplies, materials or equipment obtained by a DBE that are not utilized or incorporated in the contract work by the DBE will not be eligible for DBE credit.

The supplies, materials, and equipment purchased or leased from the Contractor or its affiliate, including any Contractor's resources available to DBE subcontractors at no cost, shall not be credited.

DBE credit will not be given in instances where the equipment lease includes the operator The DBE is expected to operate the equipment used in the performance of its work under the contract with its own forces Situations where equipment is leased and used by the DBE, but payment is deducted from the Contractor's payment to the DBE is not allowed

When the subcontractor is part of a DBE Commitment, the following apply

1 If a DBE subcontracts a portion of the Work of its contract to another firm, the value of the subcontracted Work may be counted toward the DBE COA Goal only if the Lower-Tier Subcontractor is also a DBE.

2. Work subcontracted to a Lower-Tier Subcontractor that is a DBE, may be counted toward the DBE COA Goal

3 Work subcontracted to a non-DBE does not count towards the DBE COA Goal

DBE Subcontract and Lower Tier Subcontract Documents
There must be a subcontract agreement that complies with 49 CFR Part 26 and fully describes the distinct elements of Work committed to be performed by the DBE.

DBE Service Provider
The value of fees or commissions charged by a DBE firm behaving in a manner of a Broker, or another service provider for providing a bona fide service, such as professional, technical, consultant, managerial services, or for providing bonds or insurance specifically required for the performance of the contract will only be credited as DBE participation, if the fee/commission is determined by the Contracting Agency to be reasonable and the firm has performed a CUF

Force Account Work
When the Bidder elects to utilize force account Work to meet the DBE COA Goal, as demonstrated by listing this force account Work on the DBE Utilization Certification Form, for the purposes of meeting the DBE COA Goal, only 50% of the Proposal amount shall be credited toward the Bidder's Commitment to meet the DBE COA Goal

One hundred percent of the actual amounts paid to the DBE for the force account Work shall be credited towards the DBE COA Goal or DBE participation

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Temporary Traffic Control
If the DBE firm only provides "Flagging", the DBE firm must provide a Traffic Control Supervisor (TCS) and flagger, which are under the direct control of the DBE The DBE firm shall also provide all flagging equipment for it's employees (e g paddles, hard hats, and vests)

If the DBE firm provides "Traffic Control Services", the DBE firm must provide a TCS, flaggers, and traffic control items (e g , cones, barrels, signs, etc) and be in total control of all items in implementing the traffic control for the project

Trucking
DBE trucking firm participation may only be credited as DBE participation for the value of the hauling services, not for the materials being hauled unless the trucking firm is also certified as a supplier of those materials In situations where the DBE's work is priced per ton, the value of the hauling service must be calculated separately from the value of the materials in order to determine DBE credit for hauling

The DBE trucking firm must own and operate at least one licensed, insured and operational truck on the contract The truck must be of the type that is necessary to perform the hauling duties required under the contract The DBE receives credit for the value of the transportation services it provides on the Contract using trucks it owns or leases, licenses, insures, and operates with drivers it employs

The DBE may lease additional trucks from another DBE firm. The DBE who leases additional trucks from another DBE firm receives credit for the value of the transportation services the lessee DBE provides on the Contract

The trucking Work subcontracted to any non-DBE trucking firm will not receive credit for Work done on the project

The DBE may lease trucks from a truck leasing company (recognized truck rental center), but can only receive credit towards DBE participation if the DBE uses its own employees as drivers

DBE Manufacturer and DBE Regular Dealer
One hundred percent (100%) of the cost of the manufactured product obtained from a DBE manufacturer may count towards the DBE COA Goal

Sixty percent (60%) of the cost of materials or supplies purchased from a DBE Regular Dealer may be credited towards the DBE Goal. If the role of the DBE Regular Dealer is determined to be that of a Broker, then DBE credit shall be limited to the fee or commission it receives for its services Regular Dealer status and the amount of credit is determined on a Contract-by-Contract basis

DBE firms proposed to be used as a Regular Dealer must be approved before being listed as a COA/used on a project The WSDOT Approved Regular Dealer list published on WSDOT's Office of Equal Opportunity (OEO) web site must include the specific project for which approval is being requested. For purposes of the DBE COA Goal participation, the Regular Dealer must submit the Regular Dealer Status Request form a minimum of five calendar days prior to bid opening

Purchase of materials or supplies from a DBE which is neither a manufacturer nor a regular dealer, (i.e Broker) only the fees or commissions charged for assistance in the

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procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, may count towards the DBE COA Goal provided the fees are not excessive as compared with fees customarily allowed for similar services Documentation will be required to support the fee/commission charged by the DBE. The cost of the materials and supplies themselves cannot be counted toward the DBE COA Goal

Note Requests to be listed as a Regular Dealer will only be processed if the requesting firm is a material supplier certified by the Office of Minority and Women's Business Enterprises in a NAICS code that falls within the 42XXXX NAICS Wholesale code section.

Disadvantaged Business Enterprise Utilization

To be eligible for award of the Contract, the Bidder shall properly complete and submit a Disadvantaged Business Enterprise (DBE) Utilization Certification with the Bidder's sealed Bid Proposal, as specified in Section 1-02 9 Delivery of Proposal The Bidder's DBE Utilization Certification must clearly demonstrate how the Bidder intends to meet the DBE COA Goal A DBE Utilization Certification (WSDOT Form 272-056) is included in the Proposal package for this purpose as well as instructions on how to properly fill out the form

The Bidder is advised that the items listed below when listed in the Utilization Certification must have their amounts reduced to the percentages shown and those reduced amounts will be the amount applied towards meeting the DBE COA Goal

- Force account at 50%
- Regular dealer at 60%

In the event of arithmetic errors in completing the DBE Utilization Certification, the amount listed to be applied towards the DBE COA Goal for each DBE shall govern and the DBE total amount shall be adjusted accordingly

Note The Contracting Agency shall consider as non-responsive and shall reject any Bid Proposal submitted that does not contain a DBE Utilization Certification Form that accurately demonstrates how the Bidder intends to meet the DBE COA Goal

Disadvantaged Business Enterprise Written Confirmation Document(s)

The Bidder shall submit an Disadvantaged Business Enterprise (DBE) Written Confirmation Document (completed and signed by the DBE) for each DBE firm listed in the Bidder's completed DBE Utilization Certification submitted with the Bid. Failure to do so will result in the associated participation being disallowed, which may cause the Bid to be determined to be nonresponsive resulting in Bid rejection

The Confirmation Documents provide confirmation from the DBEs that they are participating in the Contract as provided in the Bidder's Commitment. The Confirmation Documents must be consistent with the Utilization Certification

A DBE Written Confirmation Document (WSDOT Form 422-031) is included in the Proposal package for this purpose

The form(s) shall be received as specified in the special provisions for Section 1-02.9 Delivery of Proposal

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It is prohibited for the Bidder to require a DBE to submit a Written Confirmation Document with any part of the form left blank Should the Contracting Agency determine that an incomplete Written Confirmation Document was signed by a DBE, the validity of the document comes into question The associated DBE participation may not receive credit

Selection of Successful Bidder/Good Faith Efforts (GFE)
The successful Bidder shall be selected on the basis of having submitted the lowest responsive Bid, which demonstrates a good faith effort to achieve the DBE COA Goal The Contracting Agency, at any time during the selection process, may request a breakdown of the bid items and amounts that are counted towards the overall contract goal for any of the DBEs listed on the DBE Utilization Certification

Achieving the DBE COA Goal may be accomplished in one of two ways:

1 By meeting the DBE COA Goal
Submission of the DBE Utilization Certification, supporting DBE Written Confirmation Document(s) showing the Bidder has obtained enough DBE participation to meet or exceed the DBE COA Goal, the DBE Bid Item Breakdown and the DBE Trucking Credit Form, if applicable

2. By documentation that the Bidder made adequate GFE to meet the DBE COA Goal
The Bidder may demonstrate a GFE in whole or part through GFE documentation ONLY IN THE EVENT a Bidder's efforts to solicit sufficient DBE participation have been unsuccessful. The Bidder must supply GFE documentation in addition to the DBE Utilization Certification, supporting DBE Written Confirmation Document(s), the DBE Bid Item Breakdown form and the DBE Trucking Credit Form, if applicable

Note In the case where a Bidder is awarded the contract based on demonstrating adequate GFE, the advertised DBE COA Goal will not be reduced. The Bidder shall demonstrate a GFE during the life of the Contract to attain the advertised DBE COA Goal

GFE documentation, the DBE Bid Item Breakdown form, and the DBE Trucking Credit Form, if applicable, shall be submitted as specified in Section 1-02 9

The Contracting Agency will review the GFE documentation and will determine if the Bidder made an adequate good faith effort.

Good Faith Effort (GFE) Documentation
GFE is evaluated when

1 Determining award of a Contract that has COA goal,

2 When a COA DBE is terminated and substitution is required, and

3 Prior to Physical Completion when determining whether the Contractor has satisfied its DBE commitments

49 CFR Part 26, Appendix A is intended as general guidance and does not, in itself, demonstrate adequate good faith efforts. The following is a list of types of actions, which would be considered as part of the Bidder's GFE to achieve DBE participation It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive Other factors or types of efforts may be relevant in appropriate cases.

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1 Soliciting through all reasonable and available means (e g attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the Work of the Contract The Bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation The Bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations

2 Selecting portions of the Work to be performed by DBEs in order to increase the likelihood that the DBE COA Goal will be achieved. This includes, where appropriate, breaking out contract Work items into economically feasible units to facilitate DBE participation, even when the Bidder might otherwise prefer to perform these Work items with its own forces

3. Providing interested DBEs with adequate information about the Plans, Specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation

   a Negotiating in good faith with interested DBEs. It is the Bidder's responsibility to make a portion of the Work available to DBE subcontractors and suppliers and to select those portions of the Work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered, a description of the information provided regarding the Plans and Specifications for the Work selected for subcontracting, and evidence as to why additional agreements could not be reached for DBEs to perform the Work.

   b. A Bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as the DBE COA Goal into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder's failure to meet the DBE COA Goal, as long as such costs are reasonable Also, the ability or desire of a Bidder to perform the Work of a Contract with its own organization does not relieve the Bidder of the responsibility to make Good Faith Efforts Bidders are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable

4 Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities The Bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Bidder's efforts to meet the DBE COA Goal

5. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Bidder

6. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services

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7. Effectively using the services of available minority/women community organizations, minority/women contractors' groups, local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs

8 Documentation of GFE must include copies of each DBE and non-DBE subcontractor quotes submitted to the Bidder when a non-DBE subcontractor is selected over a DBE for Work on the Contract (ref updated DBE regulations – 26 53(b)(2)(vi) & App A)

Administrative Reconsideration of GFE Documentation
A Bidder has the right to request reconsideration if the GFE documentation submitted with their Bid was determined to be inadequate

- The Bidder must request within 48 hours of notification of being nonresponsive or forfeit the right to reconsideration
- The reconsideration decision on the adequacy of the Bidder's GFE documentation shall be made by an official who did not take part in the original determination
- Only original GFE documentation submitted as a supplement to the Bid shall be considered The Bidder shall not introduce new documentation at the reconsideration hearing.
- The Bidder shall have the opportunity to meet in person with the official for the purpose of setting forth the Bidder's position as to why the GFE documentation demonstrates a sufficient effort
- The reconsideration official shall provide the Bidder with a written decision on reconsideration within five working days of the hearing explaining the basis for their finding

DBE Bid Item Breakdown
The Bidder shall submit a DBE Bid Item Breakdown Form (WSDOT Form 272-054) as specified in the Special Provisions for Section 1-02 9, Delivery of Proposal.

DBE Trucking Credit Form
The Bidder shall submit a DBE Trucking Credit Form (WSDOT Form 272-058), as specified in the Special Provisions for Section 1-02 9, Delivery of Proposal

Note: The DBE Trucking Credit Form is only required for a DBE Firm listed on the DBE Utilization Certification as a subcontractor for "Trucking" or "Hauling" and are performing a part of a bid item For example, if the item of Work is Structure Excavation including Haul, and another firm is doing the excavation and the DBE Trucking firm is doing the haul, the form is required For a DBE subcontractor that is responsible for an entire item of work that may require some use of trucks, the form is not required

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Procedures between Award and Execution

After Award and prior to Execution, the Contractor shall provide the additional information described below Failure to comply shall result in the forfeiture of the Bidder's Proposal bond or deposit

1. A list of all firms who submitted a bid or quote in attempt to participate in this project whether they were successful or not Include the business name and mailing address

Note The firms identified by the Contractor may be contacted by the Contracting Agency to solicit general information as follows age of the firm and average of its gross annual receipts over the past three years

Procedures after Execution

Commercially Useful Function (CUF)

The Contractor may only take credit for the payments made for Work performed by a DBE that is determined to be performing a CUF Payment must be commensurate with the work actually performed by the DBE This applies to all DBEs performing Work on a project, whether or not the DBEs are COA, if the Contractor wants to receive credit for their participation The Engineer will conduct CUF reviews to ascertain whether DBEs are performing a CUF A DBE performs a CUF when it is carrying out its responsibilities of its contract by actually performing, managing, and supervising the Work involved The DBE must be responsible for negotiating price; determining quality and quantity, ordering the material, installing (where applicable), and paying for the material itself If a DBE does not perform "all" of these functions on a furnish-and-install contract, it has not performed a CUF and the cost of materials cannot be counted toward DBE COA Goal Leasing of equipment from a leasing company is allowed However, leasing/purchasing equipment from the Contractor is not allowed Lease agreements shall be provided prior to the Subcontractor beginning Work Any use of the Contractor's equipment by a DBE may not be credited as countable participation

The DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which the funds are passed in order to obtain the appearance of DBE participation

In order for a DBE traffic control company to be considered to be performing a CUF, the DBE must be in control of its work inclusive of supervision The DBE shall employ a Traffic Control Supervisor who is directly involved in the management and supervision of the traffic control employees and services

The following are some of the factors that the Engineer will use in determining whether a DBE trucking company is performing a CUF

- The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract The owner demonstrates business related knowledge, shows up on site and is determined to be actively running the business

- The DBE itself shall own and operate at least one fully licensed, insured, and operational truck used on the Contract The drivers of the trucks owned and leased by the DBE must be exclusively employed by the DBE and reflected on the DBE's payroll

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- Lease agreements for trucks shall indicate that the DBE has exclusive use of and control over the truck(s) This does not preclude the leased truck from working for others provided it is with the consent of the DBE and the lease provides the DBE absolute priority for use of the leased truck.

- Leased trucks shall display the name and identification number of the DBE

UDBE/DBE/FSBE Truck Unit Listing Log
In addition to the subcontracting requirements of Section 1-08 1, each DBE trucking firm shall submit supplemental information consisting of a completed Primary UDBE/DBE/FSBE Truck Unit Listing Log (WSDOT Form 350-077), copy of vehicle registrations, and all Rental/Lease agreements (if applicable) The supplemental information shall be submitted to the Engineer prior to any trucking services being performed for DBE credit Incomplete or incorrect supplemental information will be returned for correction The corrected Primary UDBE/DBE/FSBE Truck Unit Listing Log and any Updated Primary UDBE/DBE/FSBE Truck Unit Listing Logs shall be submitted and accepted by the Engineer no later than ten calendar days of utilizing applicable trucks Failure to submit or update the DBE Truck Unit Listing Log may result in trucks not being credited as DBE participation.

Each DBE trucking firm shall complete a Daily UDBE/DBE/FSBE Trucking Unit Listing Log for each day that the DBE performs trucking services for DBE credit The Daily UDBE/DBE/FSBE Trucking Unit Listing Log forms shall be submitted to the Engineer by Friday of the week after the work was performed

Joint Checking
A joint check is a check between a Subcontractor and the Contractor to the supplier of materials/supplies. The check is issued by the Contractor as payer to the Subcontractor and the material supplier jointly for items to be incorporated into the project The DBE must release the check to the supplier, while the Contractor acts solely as the guarantor

A joint check agreement must be approved by the Engineer and requested by the DBE involved using the DBE Joint Check Request Form (form # 272-053) prior to its use The form must accompany the DBE Joint Check Agreement between the parties involved, including the conditions of the arrangement and expected use of the joint checks

The approval to use joint checks and the use will be closely monitored by the Engineer To receive DBE credit for performing a CUF with respect to obtaining materials and supplies, a DBE must "be responsible for negotiating price, determining quality and quantity, ordering the material, installing and paying for the material itself." The Contractor shall submit DBE Joint Check Request Form tothe Engineer and be in receipt of written approval prior to using a joint check.

Material costs paid by the Contractor directly to the material supplier are not allowed If proper procedures are not followed or the Engineer determines that the arrangement results in lack of independence for the DBE involved, no DBE credit will be given for the DBE's participation as it relates to the material cost

Prompt Payment
Prompt payment to all subcontractors shall be in accordance with Section 1-08 1 Prompt payment requirements apply to progress payments as well as return of retainage

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Subcontracts
Prior to a DBE performing Work on the Contract, an executed subcontract between the DBE and the Contractor shall be submitted to the Engineer The executed subcontracts shall be submitted by email to the following email address

*** SCRegionOEO@wsdot.wa.gov***

The prime contractor shall notify the Engineer in writing within five calendar days of subcontract submittal

Reporting
The Contractor and all subcontractors/suppliers/service providers that utilize DBEs to perform work on the project, shall maintain appropriate records that will enable the Engineer to verify DBE participation throughout the life of the project

Refer to Section 1-08 1 for additional reporting requirements associated with this contract

Changes in COA Work Committed to DBE
The Contractor shall utilize the COA DBEs to perform the work and supply the materials for which each is committed unless prior written approval by the Engineer is received by the Contractor The Contractor shall not be entitled to any payment for work or material completed by the Contractor or subcontractors that was committed to be completed by the COA DBEs in the DBE Utilization Certification form

Owner Initiated Changes
In instances where the Engineer makes changes that result in changes to Work that was committed to a COA DBE the Contractor may be directed to substitute for the Work

Contractor Initiated Changes
The Contractor cannot change the scope or reduce the amount of work committed to a COA DBE without good cause Reducing DBE Commitment is viewed as partial DBE termination, and therefore subject to the termination procedures below

Original Quantity Underruns
In the event that Work committed to a DBE firm as part of the COA underruns the original planned quantities the Contractor may be required to substitute other remaining Work to another DBE.

Contractor Proposed DBE Substitutions
Requests to substitute a COA DBE must be for good cause (see DBE termination process below), and requires prior written approval of the Engineer After receiving a termination with good cause approval, the Contractor may only replace a DBE with another certified DBE When any changes between Contract Award and Execution result in a substitution of COA DBE, the substitute DBE shall have been certified prior to the bid opening on the Contract.

DBE Termination
Termination of a COA DBE (or an approved substitute DBE) is only allowed in whole or in part for good cause and with prior written approval of the Engineer. If the Contractor

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terminates a COA DBE without the prior written approval of the Engineer, the Contractor shall not be entitled to payment for work or material committed to, but not performed/supplied by the COA DBE In addition, sanctions may apply as described elsewhere in this specification

Prior to requesting approval to terminate a COA DBE, the Contractor shall give notice in writing to the DBE with a copy to the Engineer of its intent to request to terminate DBE Work and the reasons for doing so The DBE shall have five (5) days to respond to the Contractor's notice The DBE's response shall either support the termination or advise the Engineer and the Contractor of the reasons it objects to the termination of its subcontract

If the request for termination is approved, the Contractor is required to substitute with another DBE to perform at least the same amount of work as the DBE that was terminated (or provide documentation of GFE) A plan to replace the COA DBE Commitment amount shall be submitted to the Engineer within 2 days of the approval of termination The plan to replace the Commitment shall provide the same detail as that required in the DBE Utilization Certification

The Contractor must have good cause to terminate a COA DBE

Good cause typically includes situations where the DBE Subcontractor is unable or unwilling to perform the work of its subcontract Good cause may exist if

- The DBE fails or refuses to execute a written contract
- The DBE fails or refuses to perform the Work of its subcontract in a way consistent with normal industry standards
- The DBE fails or refuses to meet the Contractor's reasonable nondiscriminatory bond requirements
- The DBE becomes bankrupt, insolvent, or exhibits credit unworthiness
- The DBE is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to federal law or applicable State law
- The DBE is ineligible to receive DBE credit for the type of work involved
- The DBE voluntarily withdraws from the project and provides written notice of its withdrawal
- The DBE's work is deemed unsatisfactory by the Engineer and not in compliance with the Contract
- The DBE's owner dies or becomes disabled with the result that the DBE is unable to complete its Work on the Contract

Good cause does not exist if

- The Contractor seeks to terminate a COA DBE so that the Contractor can self-perform the Work.

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- The Contractor seeks to terminate a COA DBE so the Contractor can substitute another DBE contractor or non-DBE contractor after Contract Award

- The failure or refusal of the COA DBE to perform its Work on the subcontract results from the bad faith or discriminatory action of the Contractor (e g , the failure of the Contractor to make timely payments or the unnecessary placing of obstacles in the path of the DBE's Work)

Decertification

When a DBE is "decertified" from the DBE program during the course of the Contract, the participation of that DBE shall continue to count as DBE participation as long as the subcontract with the DBE was executed prior to the decertification notice The Contractor is obligated to substitute when a DBE does not have an executed subcontract agreement at the time of decertification

Consequences of Non-Compliance

Breach of Contract

Each contract with a Contractor (and each subcontract the Contractor signs with a Subcontractor) must include the following assurance clause

The Contractor, subrecipient, or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to

(1) Withholding monthly progress payments,

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the Contractor from future bidding as non-responsible

Notice

If the Contractor or any Subcontractor, Consultant, Regular Dealer, or service provider is deemed to be in non-compliance, the Contractor will be informed in writing, by certified mail by the Engineer that sanctions will be imposed for failure to meet the DBE COA Commitment and/or submit documentation of good faith efforts The notice will state the specific sanctions to be imposed which may include impacting a Contractor or other entity's ability to participate in future contracts

Sanctions

If it is determined that the Contractor's failure to meet all or part of the DBE COA Commitment is due to the Contractor's inadequate good faith efforts throughout the life of the Contract, including failure to submit timely, required Good Faith Efforts information and documentation, the Contractor may be required to pay DBE penalty equal to the amount of the unmet Commitment, in addition to the sanctions outlined in Section 1-07 11(5)

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Payment
Compensation for all costs involved with complying with the conditions of this Specification and any other associated DBE requirements is included in payment for the associated Contract items of Work, except otherwise provided in the Specifications

1-07.12 Federal Agency Inspection
(October 3, 2023 WSDOT GSP)

Supplement this section with the following

Required Federal Aid Provisions
The Required Contract Provisions Federal Aid Construction Contracts (FHWA 1273) Revised October 23, 2023 and the amendments thereto supersede any conflicting provisions of the Standard Specifications and are made a part of this Contract, provided, however, that if any of the provisions of FHWA 1273, as amended, are less restrictive than Washington State Law, then the Washington State Law shall prevail

The provisions of FHWA 1273, as amended, included in this Contract require that the Contractor insert the FHWA 1273 and amendments thereto in each subcontract, together with the wage rates which are part of the FHWA 1273, as amended Also, a clause shall be included in each subcontract requiring the subcontractors to insert the FHWA 1273 and amendments thereto in any lower tier subcontracts, together with the wage rates The Contractor shall also ensure that this section, REQUIRED FEDERAL AID PROVISIONS, is inserted in each subcontract for subcontractors and lower tier subcontractors For this purpose, upon request to the Engineer, the Contractor will be provided with extra copies of the FHWA 1273, the amendments thereto, the applicable wage rates, and this Special Provision.

1-07.18 Public Liability and Property Damage Insurance

Delete this section in its entirety, and replace it with the following

1-07.18 Insurance
(January 4, 2024 APWA GSP)

1-07.18(1) General Requirements
A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A M Best rating of not less than A- VII and licensed to do business in the State of Washington The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.

B The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.

C If any insurance policy is written on a claims-made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made and state the retroactive date Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes

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unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed

D The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.

E The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.

F The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency

G Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.

H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made

I Under no circumstances shall a wrap up policy be obtained, for either initiating or maintaining coverage, to satisfy insurance requirements for any policy required under this Section A "wrap up policy" is defined as an insurance agreement or arrangement under which all the parties working on a specified or designated project are insured under one policy for liability arising out of that specified or designated project.

1-07.18(2) Additional Insured

All insurance policies, with the exception of Workers Compensation, and of Professional Liability and Builder's Risk (if required by this Contract) shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07 18(4) describes limits lower than those maintained by the Contractor

For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations

1-07.18(3) Subcontractors

The Contractor shall cause each subcontractor of every tier to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein,

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except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors

The Contractor shall ensure that all subcontractors of every tier add all entities listed in 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by that section as detailed in 1-07 18(2) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency evidence of insurance and copies of the additional insured endorsements of each subcontractor of every tier as required in 1-07.18(4) Verification of Coverage

1-07.18(4) Verification of Coverage

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work Failure of Contracting Agency to demand such verification of coverage with these insurance requirements or failure of Contracting Agency to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance

Verification of coverage shall include

1 An ACORD certificate or a form determined by the Contracting Agency to be equivalent

2 Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as additional insured(s), showing the policy number The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement

3 Any other amendatory endorsements to show the coverage required herein

4 A notation of coverage enhancements on the Certificate of Insurance shall <u>not</u> satisfy these requirements – actual endorsements must be submitted

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s) If Builders Risk insurance is required on this Project, a full and certified copy of that policy is required when the Contractor delivers the signed Contract for the work

1-07.18(5) Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Contracting Agency's recourse to any remedy available at law or in equity.

All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the Contractor. In the event an additional insured incurs a liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the Contractor

1-07.18(5)A Commercial General Liability

Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury,

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and liability assumed under an insured contract There shall be no exclusion for liability arising from explosion, collapse or underground property damage

The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement

Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's completed operations for at least three years following Substantial Completion of the Work

Such policy must provide the following minimum limits:

$2,000,000	Each Occurrence
$3,000,000	General Aggregate
$3,000,000	Products & Completed Operations Aggregate
$2,000,000	Personal & Advertising Injury each offence
$2,000,000	Stop Gap / Employers' Liability each accident

1-07.18(5)B Automobile Liability

Automobile Liability shall cover owned, non-owned, hired, and leased vehicles, and shall be written on a coverage form at least as broad as ISO form CA 00 01 If the work involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements

Such policy must provide the following minimum limit

$1,000,000	Combined single limit each accident

1-07.18(5)C Workers' Compensation

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

1-07.24, Rights of Way

(July 23, 2015 APWA GSP)

Delete this section in its entirety, and replace it with the following.

Street Right of Way lines, limits of easements, and limits of construction permits are indicated in the Plans The Contractor's construction activities shall be confined within these limits, unless arrangements for use of private property are made

Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way and easements, both permanent and temporary, necessary for carrying out the work. Exceptions to this are noted in the Bid Documents or will be brought to the Contractor's attention by a duly issued Addendum.

Whenever any of the work is accomplished on or through property other than public Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of any easement agreement obtained by the Contracting Agency from the owner of the private property Copies of the easement agreements may be included in the Contract Provisions or made available to the Contractor as soon as practical after they have been obtained by the Engineer.

Whenever easements or rights of entry have not been acquired prior to advertising, these areas are so noted in the Plans. The Contractor shall not proceed with any portion of the work in areas where right of way, easements or rights of entry have not been acquired until the Engineer certifies

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to the Contractor that the right of way or easement is available or that the right of entry has been received If the Contractor is delayed due to acts of omission on the part of the Contracting Agency in obtaining easements, rights of entry or right of way, the Contractor will be entitled to an extension of time The Contractor agrees that such delay shall not be a breach of contract.

Each property owner shall be given 48 hours notice prior to entry by the Contractor This includes entry onto easements and private property where private improvements must be adjusted

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract The statement shall be signed by the private property owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished The statement shall include the parcel number, address, and date of signature Written releases must be filed with the Engineer before the Completion Date will be established

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract The statement shall be signed by the private property owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished The statement shall include the parcel number, address, and date of signature Written releases must be filed with the Engineer before the Completion Date will be established.

SECTION 1-08, PROSECUTION AND PROGRESS

Add the following new section

1-08.0, Preliminary Matters

(May 25, 2006 APWA GSP)

Add the following new section.

1-08.0(1), Preconstruction Conference

(October 10, 2008 APWA GSP)

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Engineer and such other interested parties as may be invited. The purpose of the preconstruction conference will be

1 To review the initial progress schedule,

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2 To establish a working understanding among the various parties associated or affected by the work,
3 To establish and review procedures for progress payment, notifications, approvals, submittals, etc ,
4 To establish normal working hours for the work,
5 To review safety standards and traffic control, and
6. To discuss such other related items as may be pertinent to the work

The Contractor shall prepare and submit at the preconstruction conference the following

1 A breakdown of all lump sum items,
2 A preliminary schedule of working drawing submittals, and
3. A list of material sources for approval if applicable

Add the following new section

1-08.0(2) Hours of Work
(December 8, 2014 APWA GSP)

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 7.00 a m and 6.00 p.m. Monday through Friday, exclusive of a lunch break If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below The working hours for the Contract shall be established at or prior to the preconstruction conference

All working hours and days are also subject to local permit and ordinance conditions (such as noise ordinances)

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why Requests shall be submitted for review no later than 48 hours prior to the day(s) the Contractor is requesting to change the hours

If the Contracting Agency approves such a deviation, such approval may be subject to certain other conditions, which will be detailed in writing. For example

1 On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times (The Engineer may require designated representatives to be present during the work Representatives who may be deemed necessary by the Engineer include, but are not limited to survey crews, personnel from the Contracting Agency's material testing lab; inspectors, and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence)
2 Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time
3 Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period
4 If a 4-10 work schedule is requested and approved the non working day for the week will be charged as a working day.

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5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll

1-08.1 Subcontracting
(December 30, 2022 APWA GSP, Option A)

Section 1-08 1 is supplemented with the following.

Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall submit to the Engineer a certification (WSDOT Form 420-004) that a written agreement between the Contractor and the subcontractor or between the subcontractor and any lower tier subcontractor has been executed. This certification shall also guarantee that these subcontract agreements include all the documents required by the Special Provision Federal Agency Inspection

A subcontractor or lower tier subcontractor will not be permitted to perform any work under the contract until the following documents have been completed and submitted to the Engineer

1. Request to Sublet Work (WSDOT Form 421-012), and

2 Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid Projects (WSDOT Form 420-004)

The Contractor shall submit to the Engineer a completed Monthly Retainage Report (WSDOT Form 272-065) within 15 calendar days after receipt of every monthly progress payment until every subcontractor and lower tier subcontractor's retainage has been released

The Contractor's records pertaining to the requirements of this Special Provision shall be open to inspection or audit by representatives of the Contracting Agency during the life of the contract and for a period of not less than three years after the date of acceptance of the contract The Contractor shall retain these records for that period The Contractor shall also guarantee that these records of all subcontractors and lower tier subcontractors shall be available and open to similar inspection or audit for the same time period.

1-08.1(7) Payments to Subcontractors and Lower-Tier Subcontractors

1-08 1(7)C Subcontractor Retainage
(February 13, 2024 WSDOT GSP)

The first sentence in the last paragraph of Section 1-08 1(7)C is revised to read

If the Contractor fails to comply with the requirements of this Section and the first-tier subcontractor's retainage or retainage bond is wrongfully withheld, the Contractor will be subject to the actions described in Section 1-08 1(10).

1-08.3(2)A Type A Progress Schedule
(December 30, 2022 APWA GSP)

Revise this section to read

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The Contractor shall submit 2 copies of a Type A Progress Schedule no later than at the preconstruction conference, or some other mutually agreed upon submittal time The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format Regardless of which format used, the schedule shall identify the critical path The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal

1-08.4 Prosecution of Work

Delete this section in its entirety, and replace it with the following

1-08.4 Notice to Proceed and Prosecution of Work

(July 23, 2015 APWA GSP)

Notice to Proceed will be given after the contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency The Contractor shall not commence with the work until the Notice to Proceed has been given by the Engineer The Contractor shall commence construction activities on the project site within ten days of the Notice to Proceed Date, unless otherwise approved in writing The Contractor shall diligently pursue the work to the physical completion date within the time specified in the contract Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract

When shown in the Plans, the first order of work shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract Installation of high visibility fencing adjacent to the roadway shall occur after the placement of all necessary signs and traffic control devices in accordance with 1-10 1(2) Upon construction of the fencing, the Contractor shall request the Engineer to inspect the fence No other work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract

1-08.5 Time for Completion

(December 30, 2022 APWA GSP, Option A)

Revise the third and fourth paragraphs to read

Contract time shall begin on the first working day following the Notice to Proceed Date

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease Each week the Engineer will provide the Contractor a statement that shows the number of working days (1) charged to the contract the week before, (2) specified for the physical completion of the contract, and (3) remaining for the physical completion of the contract The statement will also show the nonworking days and all partial or whole days the Engineer declares as unworkable The statement will be identified as a Written Determination by the Engineer. If the Contractor does not agree with the Written Determination of working days, the Contractor shall pursue the protest procedures in accordance with Section 1-04 5 By failing to follow the procedures of Section 1-04 5, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10

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shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day

Revise the sixth paragraph to read

The Engineer will give the Contractor written notice of the completion date of the contract after all the Contractor's obligations under the contract have been performed by the Contractor The following events must occur before the Completion Date can be established:

1. The physical work on the project must be complete, and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract The following documents must be received by the Project Engineer prior to establishing a completion date
   - a Certified Payrolls (per Section 1-07 9(5))
   - b Material Acceptance Certification Documents
   - c Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions
   - d Final Contract Voucher Certification
   - e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
   - f A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology), the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology, and no rejection of the Notice of Termination by Ecology This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01 3(16)
   - g Property owner releases per Section 1-07 24

(March 13, 1995 WSDOT GSP)
Supplement this section with the following

This project shall be physically completed within ** **25** ** working days

1-08.9 Liquidated Damages
(March 3, 2021 APWA GSP, Option A)

Replace Section 1-08 9 with the following·

Time is of the essence of the Contract Delays inconvenience the traveling public, obstruct traffic, interfere with and delay commerce, and increase risk to Highway users Delays also cost tax payers undue sums of money, adding time needed for administration, engineering, inspection, and supervision

Accordingly, the Contractor agrees:

1. To pay liquidated damages in the amount of *** $600.00 *** for each working day beyond the number of working days established for Physical Completion, and
2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor

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When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine the Contract Work is Substantially Complete The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, liquidated damages identified above will not apply For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work The Contractor shall complete the remaining Work as promptly as possible Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract

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

SECTION 1-09, MEASUREMENT AND PAYMENT

1-09.2(1) General Requirements for Weighing Equipment

(January 4, 2024 APWA GSP, Option B)

Revise item 4 of the fifth paragraph to read

4 Test results and scale weight records for each day's hauling operations are provided to the Engineer daily Reporting shall utilize WSDOT form 422-027A, Scaleman's Daily Report, unless the printed ticket contains the same information that is on the Scaleman's Daily Report Form The scale operator must provide AM and/or PM tare weights for each truck on the printed ticket

1-09.9 Payments

(December 30, 2022 APWA GSP)

Section 1-09 9 is revised to read:

The basis of payment will be the actual quantities of Work performed according to the Contract and as specified for payment.

The Contractor shall submit a breakdown of the cost of lump sum bid items at the Preconstruction Conference, to enable the Project Engineer to determine the Work performed on a monthly basis A breakdown is not required for lump sum items that include a basis for incremental payments as part of the respective Specification Absent a lump sum breakdown, the Project Engineer will make a determination based on information available The Project Engineer's determination of the cost of work shall be final.

Progress payments for completed work and material on hand will be based upon progress estimates prepared by the Engineer A progress estimate cutoff date will be established at the preconstruction conference

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The initial progress estimate will be made not later than 30 days after the Contractor commences the work, and successive progress estimates will be made every month thereafter until the Completion Date Progress estimates made during progress of the work are tentative, and made only for the purpose of determining progress payments The progress estimates are subject to change at any time prior to the calculation of the final payment

The value of the progress estimate will be the sum of the following

1 Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price
2 Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum breakdown for that item, or absent such a breakdown, based on the Engineer's determination
3 Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer
4 Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer

Progress payments will be made in accordance with the progress estimate less:

1 Retainage per Section 1-09 9(1), on non FHWA-funded projects;
2 The amount of progress payments previously made, and
3 Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents

Progress payments for work performed shall not be evidence of acceptable performance or an admission by the Contracting Agency that any work has been satisfactorily completed The determination of payments under the contract will be final in accordance with Section 1-05 1.

Failure to perform obligations under the Contract by the Contractor may be decreed by the Contracting Agency to be adequate reason for withholding any payments until compliance is achieved

Upon completion of all Work and after final inspection (Section 1-05 11), the amount due the Contractor under the Contract will be paid based upon the final estimate made by the Engineer and presentation of a Final Contract Voucher Certification to be signed by the Contractor The Contractor's signature on such voucher shall be deemed a release of all claims of the Contractor unless a Certified Claim is filed in accordance with the requirements of Section 1-09 11 and is expressly excepted from the Contractor's certification on the Final Contract Voucher Certification The date the Contracting Agency signs the Final Contract Voucher Certification constitutes the final acceptance date (Section 1-05 12)

If the Contractor fails, refuses, or is unable to sign and return the Final Contract Voucher Certification or any other documentation required for completion and final acceptance of the Contract, the Contracting Agency reserves the right to establish a Completion Date (for the purpose of meeting the requirements of RCW 60.28) and unilaterally accept the Contract Unilateral final acceptance will occur only after the Contractor has been provided the opportunity, by written request from the Engineer, to voluntarily submit such documents. If voluntary compliance is not achieved, formal notification of the impending establishment of a Completion Date and unilateral final acceptance will be provided by email with delivery confirmation from the Contracting Agency to the Contractor, which will provide 30 calendar days for the Contractor to submit the necessary documents The 30 calendar day period will begin on the date the email with

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delivery confirmation is received by the Contractor The date the Contracting Agency unilaterally signs the Final Contract Voucher Certification shall constitute the Completion Date and the final acceptance date (Section 1-05 12) The reservation by the Contracting Agency to unilaterally accept the Contract will apply to Contracts that are Physically Completed in accordance with Section 1-08 5, or for Contracts that are terminated in accordance with Section 1-08 10 Unilateral final acceptance of the Contract by the Contracting Agency does not in any way relieve the Contractor of their responsibility to comply with all Federal, State, tribal, or local laws, ordinances, and regulations that affect the Work under the Contract.

Payment to the Contractor of partial estimates, final estimates, and retained percentages shall be subject to controlling laws

1-09.9(1), Retainage

(June 27, 2011 WSDOT GSP)

Section 1-09 9(1) content and title is deleted and replaced with the following

Vacant

1-09.13, Claims Resolution

1-09.13(3)A Administration of Arbitration

(January 19, 2022 APWA GSP)

Revise the third paragraph to read:

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims subject to arbitration are asserted against a county, RCW 36 01 050 shall control venue and jurisdiction of the Superior Court. The decision of the arbitrator and the specific basis for the decision shall be in writing The arbitrator shall use the Contract as a basis for decisions

1-09.13(4) Venue for Litigation

(December 30, 2022 APWA GSP)

Revise this section to read

Litigation shall be brought in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims are asserted against a county, RCW 36 01 050 shall control venue and jurisdiction of the Superior Court It is mutually agreed by the parties that when litigation occurs, the Contractor shall permit the Contracting Agency to have timely access to all records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

1-10, TEMPORARY TRAFFIC CONTROL

1-10.2, Traffic Control Management

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Section 1-10 2 is supplemented with the following

1-10.2(1) General

(October 3, 2022)
The Traffic Control Supervisor shall be certified by one of the following

The Northwest Laborers-Employers Training Trust
27055 Ohio Ave
Kingston, WA 98346
(360) 297-3035
https://www nwlett edu

Evergreen Safety Council
12545 135th Ave NE
Kirkland, WA 98034-8709
1-800-521-0778
https //www esc org

The American Traffic Safety Services Association
15 Riverside Parkway, Suite 100
Fredericksburg, Virginia 22406-1022
Training Dept Toll Free (877) 642-4637
Phone: (540) 368-1701
https //atssa com/training

Integrity Safety
13912 NE 20th Ave
Vancouver, WA 98686
(360) 574-6071
https //www integritysafety com

US Safety Alliance
(904) 705-5660
https //www ussafetyalliance com

K&D Services Inc
2719 Rockefeller Ave.
Everett, WA 98201
(800) 343-4049
https //www kndservices net

(February 26, 2024)
Standard Plans

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01, effective October 23, 2023, is made a part of this contract.

The Standard Plans are revised as follows

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A-10 30
RISER RING detail (Including SECTION view and RISER RING DIMENSIONS table) The RISER RING detail is deleted from the plan.

INSTALLATION detail, SECTION A The "1/4"" callout is revised to read "+/- 1/4" (SEE CONTRACT ~ Note The + 1/4" installation is shown in the Section A view)"

A-40 20
Sheet 1, NOTES 1, 2, 3, and 4 are replaced with the following

1. Use the ½ inch joint details for bridges with expansion length less than 100 feet and for bridges with L type abutments Use the 1 inch joint details for other applications
2 Use detail 5, 6, 7 on steel trusses and timber bridges with concrete bridge deck panels.
3 For details 1, 2, 3, and 4, the item "HMA Joint Seal at Bridge End" shall be used for payment For details 5 and 6, the item "HMA Joint Seal at Bridge Deck Panel Joint" shall be used for payment. For detail 7, the item "Clean and Seal Bridge Deck Panel Joint" shall be used for payment.

Sheet 2, Detail 8 reference to "6-09 3(6)" is revised to read "6-21 3(7)"

A-60 40
Note 2 reference to "6-09 3(6)" is revised to read "6-21 3(7)"

B-90 40
Valve Detail – DELETED

C-60 10
Sheet 1 of 2, Side view, add new callout pointing to the outer edges of the 3" x 12" lifting slots at bottom of barrier New callout reads "PERMISSIBLE 3/4" CHAMFER "
Sheet 1 of 2, Side view, add 2-inch diameter lifting holes centered 32" from each end of the barrier and 15" from the top face (2 lifting holes total) Add new callout pointing to the new lifting holes New callout reads "PERMISSIBLE 2" DIAM LIFTING HOLE"

C-85 11
On Section B, the callout "3" EXPANDED POLYSTYRENE AROUND COLUMN (TYP)" is revised to read "3" EXPANDED POLYSTYRENE OR POLYETHYLENE FOAM AROUND COLUMN (TYP)"

D-3 10
Sheet 1, Typical Section, callout – "FOR WALLS WITH SINGLE SLOPE TRAFFIC BARRIER USE THE DETAILS ABOVE THE MATCH LINE ON STANDARD PLAN D-3 15" is revised to read, "FOR WALLS WITH SINGLE SLOPE TRAFFIC BARRIER, SEE CONTRACT PLANS"
Sheet 1, Typical Section, callout – "FOR WALLS WITH F-SHAPE TRAFFIC BARRIER USE THE DETAILS ABOVE THE MATCH LINE ON STANDARD PLAN D-3.16" is revised to read; "FOR WALLS WITH F-SHAPE TRAFFIC BARRIER, SEE CONTRACT PLANS"

D-3 11
Sheet 1, Typical Section, callout – ""B" BRIDGE APPROACH SLAB (SEE BRIDGE PLANS) OR PERMANENT GEOSYNTHETIC WALL BARRIER ~ SEE STANDARD PLANS D-3 15 OR D-3 16" is revised to read; "B" BRIDGE APPROACH SLAB OR MOMENT SLAB (SEE CONTRACT PLANS)

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Sheet 1, Typical Section, callout – "TYPICAL BARRIER ON BRIDGE APPROACH SLAB (SEE BRIDGE PLANS) OR PERMANENT GEOSYNTHETIC WALL BARRIER ~ SEE STANDARD PLANS D-3 15 OR D-3 16" is revised to read; "TYPICAL BARRIER ON BRIDGE APPROACH SLAB OR MOMENT SLAB (SEE CONTRACT PLANS)

D-10 10
Wall Type 1 may be used if no traffic barrier is attached on top of the wall Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT Bridge Design Manual (BDM) and the revisions stated in the 11/3/15 Bridge Design memorandum

D-10 15
Wall Type 2 may be used if no traffic barrier is attached on top of the wall Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum

D-10 30
Wall Type 5 may be used in all cases.

D-10 35
Wall Type 6 may be used in all cases.

D-10 40
Wall Type 7 may be used if no traffic barrier is attached on top of the wall Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum

D-10 45
Wall Type 8 may be used if no traffic barrier is attached on top of the wall Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the revisions stated in the 11/3/15 Bridge Design memorandum

F-10.18
Note 2, "Region Traffic engineer approval is needed to install a truck apron lower than 3" " - DELETED

J-10 10
Sheet 4 of 6, "Foundation Size Reference Table", PAD WIDTH column, Type 33xD=6' – 3" is revised to read 7' – 3" Type 342LX / NEMA P44=5' – 10" is revised to read 6' – 10"
Sheet 5 of 6, Plan View, "FOR EXAMPLE PAD SHOWN HERE', "first bullet" item, "-SPACE BETWEEN TYPE B MOD. CABINET AND 33x CABINET IS 6" (IN)" IS REVISED TO READ. "SPACE BETWEEN TYPE B MOD CABINET (BACK OF ALL CHANNEL STEEL) AND 33x CABINET IS 6" (IN) (CHANNEL STEEL ADDS ABOUT 5" (IN)"

J-10 16
Key Note 1, Standard Plan J-10 30 revised to Standard Plan J-10 14

J-10 17
Key Note 1, Standard Plan J-10 30 revised to Standard Plan J-10 14

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J-10.18
Key Note 1, Standard Plan J-10 30 revised to Standard Plan J-10 14

J-20.26
Add Note 1, "1 One accessible pedestrian pushbutton station per pedestrian pushbutton post "

J-20 16
View A, callout, was – LOCK NIPPLE, is revised to read, CHASE NIPPLE

J-21 10
Sheet 1 of 2, Elevation View, Round Concrete Foundation Detail, callout – "ANCHOR BOLTS ~ ¾" (IN) x 30" (IN) FULL THREAD ~ THREE REQ'D PER ASSEMBLY" IS REVISED TO READ "ANCHOR BOLTS ~ ¾" (IN) x 30" (IN) FULL THREAD ~ FOUR REQ'D PER ASSEMBLY"
Sheet 1 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read, 3" CLR Delete "(TYP)" from the 2 ½" CLR dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf Bar
Sheet 1 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read, 3" CLR Delete "(TYP)" from the 2 ½" CLR dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar
Sheet 2 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read, 3" CLR Delete "(TYP.)" from the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf Bar
Sheet 2 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read, 3" CLR Delete "(TYP)" from the 2 ½" CLR dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf Bar
Detail F, callout, "Heavy Hex Clamping Bolt (TYP) ~ 3/4" (IN) Diam Torque Clamping Bolts (see Note 3)" is revised to read, "Heavy Hex Clamping Bolt (TYP) ~ 3/4" (IN) Diam Torque Clamping Bolts (see Note 1)"
Detail F, callout, "3/4" (IN) x 2' – 6" Anchor Bolt (TYP) ~ Four Required (See Note 4)" is revised to read, "3/4" (IN) x 2' – 6" Anchor Bolt (TYP) ~ Three Required (See Note 2)"

J-21 15
Partial View, callout, was – LOCK NIPPLE ~ 1 ½" DIAM , is revised to read, CHASE NIPPLE ~ 1 ½" (IN) DIAM

J-21 16
Detail A, callout, was – LOCKNIPPLE, is revised to read, CHASE NIPPLE

J-22.15
Ramp Meter Signal Standard, elevation, dimension 4' - 6" is revised to read, 6'-0"
(2x) Detail A, callout, was – LOCK NIPPLE ~ 1 ½" DIAM is revised to read, CHASE NIPPLE ~ 1 ½" (IN) DIAM.

J-40 10
Sheet 2 of 2, Detail F, callout, "12 – 13 x 1 ½" S.S PENTA HEAD BOLT AND 12" S S. FLAT WASHER" is revised to read, "12 – 13 x 1 ½" S S PENTA HEAD BOLT AND 1/2" (IN) S S FLAT WASHER"

J-40 36
Note 1, second sentence, "Finish shall be # 2B for backbox and # 4 for the cover " Is revised to read, "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and Pickled) for the cover

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J-40.37
Note 1, second sentence, "Finish shall be # 2B for backbox and # 4 for the cover." Is revised to read, "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and Pickled) for the cover.

J-75.20
Key Notes, note 16, second bullet point, was "1/2" (IN) x 0 45" (IN) Stainless Steel Bands", add the following to the end of the note "Alternate Stainless steel cable with stainless steel ends, nuts, bolts, and washers may be used in place of stainless steel bands and associated hardware "

J-75 55
Notes, Note A1, Revise reference, was – G-90.29, should be – G-90.20.

L-5 10
Sheet 1, General Note 8, third sentence – was, "For traffic barrier having no deflection distance, the fence shall be placed a minimum horizontal distance of 3' – 6' as measured form the top front face of the barrier " Is revised to read, "For traffic barrier having no deflection distance, the fence shall be placed a minimum horizontal distance of 2' – 6" as measured form the top front face of the barrier "

Sheet 2, Reinforcing Steel Bending Diagram, (mark) B detail, callout – "128 deg " is revised to read "123 deg ", callout – "51 deg " is revised to read: "57 deg "

M-40 10
Guide Post Type ~ Reflective Sheeting Applications Table, remove reference - "(SEE NOTE 5)"

The following are the Standard Plan numbers applicable at the time this project was advertised. The date shown with each plan number is the publication approval date shown in the lower right-hand corner of that plan Standard Plans showing different dates shall not be used in this contract

A-10 10-00 8/7/07	A-30 35-00 10/12/07	A-50 10-01 8/17/21
A-10 20-00 10/5/07	A-40 00-01 7/6/22	A-50 40-01 8/17/21
A-10 30-00 10/5/07	A-40 10-04 7/31/19	A-60 10-03 12/23/14
A-20.10-00 8/31/07	A-40 15-00 8/11/09	A-60.20-03 12/23/14
A-30.10-00 11/8/07	A-40.20-04 1/18/17	A-60 30-01 6/28/18
A-30 30-01 6/16/11	A-40 50-03 9/12/23	A-60 40-00 8/31/07
B-5 20-03 9/9/20	B-30 50-03 2/27/18	B-75 20-03 8/17/21
B-5 40-02 1/26/17	B-30.60-00 9/9/20	B-75 50-02 3/15/22
B-5 60-02 1/26/17	B-30 40-03 2/27/18	B-70 60-01 1/26/17
B-10 20-03 8/23/23	B-30 70-04 2/27/18	B-75 60-00 6/8/06
B-10.40-02 8/17/21	B-30.80-01 2/27/18	B-80 20-00 6/8/06
B-10 70-03 8/23/23	B-30 90-02 1/26/17	B-80 40-00 6/1/06
B-15 20-01 2/7/12	B-35 20-00 6/8/06	B-85 10-01 6/10/08
B-15 40-01 2/7/12	B-35 40-01 8/23/23	B-85 20-00 6/1/06
B-15 60-02 1/26/17	B-40 20-00 6/1/06	B-85 30-00 6/1/06
B-20 20-02 3/16/12	B-40 40-02 1/26/17	B-85 40-00 6/8/06
B-20 40-04 2/27/18	B-45 20-01 7/11/17	B-85 50-01 6/10/08
B-20 60-03 3/15/12	B-45 40-01 7/21/17	B-90 10-00 6/8/06
B-25 20-02 2/27/18	B-50 20-00 6/1/06	B-90 20-00 6/8/06
B-25 60-03 8/23/23	B-55 20-03 8/17/21	B-90 30-00 6/8/06
B-30 05-00 9/9/20	B-60 20-02 9/9/20	B-90 40-01 1/26/17

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B-30 10-03 2/27/18	B-60 40-01 .. .. 2/27/18	B-90 50-00. 6/8/06
B-30 15-00 2/27/18	B-65 20-01 4/26/12	B-95 20-02 8/17/21
B-30 20-04 . 2/27/18	B-65 40-00 6/1/06	B-95 40-01 6/28/18
B-30 30-03 2/27/18	B-70 20-01 ..... 3/15/22	
C-1 9/8/22	C-22 40-10.. .. 10/16/23	C-60 70-01.... .. 9/8/22
C-1b 10/12/23	C-22 45-06 9/8/22	C-60.80-01 . 9/8/22
C-1d 10/31/03	C-23 70-01 10/16/23	C-70.15-00 8/17/21
C-2c .. .8/12/19	C.24.10-04 10/16/23	C-70 10-04 10/16/23
C-4f 8/12/19	C-24 15-00 3/15/22	C-75 10-02 9/16/20
C-6a 9/8/22	C-25.20-07 .. 8/20/21	C-75 20-03 8/20/21
C-7 9/8/22	C-25 22-06 8/20/21	C-75.30-03 .. ... 8/20/21
C-7a 9/8/22	C-25 26-05. .... 8/20/21	C-80.10-03.....10/16/23
C-20 10-09 10/12/23	C-25 30-01 8/20/21	C-80 20-01 6/11/14
C-20 14-05 9/8/22	C-25 80-05 8/12/19	C-80.30-02. .. . 8/20/21
C-20 15-03 ...10/12/23	C-60 10-03 10/16/23	C-80 40-01 6/11/14
C-20 18-04 9/8/22	C-60 15-00 8/17/21	C-85 10-00 4/8/12
C-20.40-10 .10/12/23	C-60 20-01. . ... 9/8/22	C-85 11-01 9/16/20
C-20 41-04 8/22/22	C-60 30-01 8/17/21	C-85 15-03 10/17/23
C-20 42-06 10/12/23	C-60 40-00 . . 8/17/21	C-85-18-03 ... . 9/8/22
C-20 43-00 8/22/22	C-60 45-00 8/17/21	C-81 10-00 9/12/23
C-20 45 03 9/8/22	C-60 50-00 8/17/21	C-81 15-00 . 9/12/23
C-22 16-08 10/17/23	C-60 60-00 8/17/21	
D-2 36-03 6/11/14	D-3 11-03. ..... 6/11/14	D-10 25-01. . . 8/7/19
D-2 46-02 8/13/21	D-4 12/11/98	D-10 30-00 7/8/08
D-2 84-00 11/10/05	D-6 6/19/98	D-10 35-00 7/8/08
D-2 92-01 .... . 4/26/22	D-10 10-01 12/2/08	D-10 40-01 12/2/08
D-3 09-00 5/17/12	D-10 15-01 12/2/08	D-10 45-01..... . 12/2/08
D-3 10-01 5/29/13	D-10 20-01 . . . . 8/7/19	D-20.10-00.... . 10/9/23
E-1 2/21/07	E-4 8/27/03	E-20 10-00 9/12/23
E-2 .. . .5/29/98	E-4a .. 8/27/03	E-20 20-00 10/4/23
F-10.12-04. .. . 9/24/20	F-10.62-02 . . .. 4/22/14	F-40 15-04 9/25/20
F-10 16-00 12/20/06	F-10 64-03 4/22/14	F-40 16-03 6/29/16
F-10 18-03 3/28/22	F-30 10-04 9/25/20	F-45 10-04... ..10/16/23
F-10 40-04 9/24/20	F-40 12-03 6/29/16	F-80 10-04 7/15/16
F-10.42-00... .... 1/23/07	F-40.14-03 . . 6/29/16	
G-10 10-00 9/20/07	G-24 50-05 . .. 8/7/19	G-90.10-03 .... .7/11/17
G-20.10-03..... .8/20/21	G-24.60-05... .. 6/28/18	G-90.20-05 . .7/11/17
G-22 10-04 6/28/18	G-25 10-05 9/16/20	G-90 30-04 . 7/11/17
G-24 10-00 11/8/07	G-26 10-00 7/31/19	G-95 10-02 . 6/28/18
G-24 20-01 ..2/7/12	G-30 10-04 6/23/15	G-95 20-03 6/28/18
G-24 30-02 6/28/18	G-50 10-03 6/28/18	G-95 30-03 ..... 6/28/18
G-24 40-07 6/28/18		
H-10 10-00 7/3/08	H-32 10-00 . 9/20/07	H-70 10-02 8/17/21
H-10 15-00 ..... 7/3/08	H-60 10-01 .... . 7/3/08	H-70.20-02 8/17/21
H-30 10-00 10/12/07	H-60 20-01 7/3/08	
I-10.10-01 .... 8/11/09	I-30.20-00 .. . 9/20/07	I-40 20-00 9/20/07

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I-30.10-02 . 3/22/13	I-30 30-02 6/12/19	I-50 20-02 7/6/22
I-30 15-02 . 3/22/13	I-30.40-02 .. 6/12/19	I-60.10-01 . .. .. 6/10/13
I-30 16-01 7/11/19	I-30 60-02 .. . 6/12/19	I-60.20-01 .. 6/10/13
I-30.17-01 6/12/19	I-40 10-00 9/20/07	I-80 10-02 7/15/16
J-05.50-00 . .... 8/30/22	J-26 20-01 6/28/18	J-50 10-01 7/31/19
J-10 7/18/97	J-27 10-01 7/21/16	J-50 11-02 7/31/19
J-10.10-04 .. ... 9/16/20	J-27 15-00 ... . 3/15/12	J-50 12-02 8/7/19
J-10 12-00 . ... 9/16/20	J-28 01-00 8/30/22	J-50 13-01 8/30/22
J-10 14-00 9/16/20	J-28 10-02 8/7/19	J-50 15-01 7/21/17
J-10 15-01 6/11/14	J-28 22-00 8/07/07	J-50 16-01 3/22/13
J-10 16-02 8/18/21	J-28 24-02 9/16/20	J-50.18-00 . . 8/7/19
J-10 17-02 . 8/18/21	J-28 26-01 12/02/08	J-50 19-00 8/7/19
J-10 18-02 8/18/21	J-28 30-03 6/11/14	J-50 20-00 6/3/11
J-10.20-04 . 8/18/21	J-28 40-02 6/11/14	J-50 25-00 6/3/11
J-10 21-02 8/18/21	J-28 42-01 6/11/14	J-50.30-00 .. . . 6/3/11
J-10 22-03 . 10/4/23	J-28.43-01 . 6/28/18	J-60.05-01 . 7/21/16
J-10 25-00 7/11/17	J-28 45-03 7/21/16	J-60 11-00 5/20/13
J-10 26-00 8/30/22	J-28 50-03 7/21/16	J-60 12-00 . 5/20/13
J-12 15-00 6/28/18	J-28 60-03 8/27/21	J-60 13-00 6/16/10
J-12.16-00 . 6/28/18	J-28 70-04 .. 8/30/22	J-60 14-01 7/31/19
J-15 10-01 . ..... 6/11/14	J-29.10-02... .... 8/26/22	J-75 10-02 7/10/15
J-15 15-02 7/10/15	J-29 15-01 7/21/16	J-75.20-01 . .. 7/10/15
J-20 01-00 8/30/22	J-29 16-02 7/21/16	J-75.30-02 ... 7/10/15
J-20 10-05 10/4/23	J-30 10-01 8/26/22	J-75 50-00 8/30/22
J-20.11-03 .. ... 7/31/19	J-40.01-00.. ..... 8/30/22	J-75 55-00 8/30/22
J-20 15-03 6/30/14	J-40 05-00 7/21/16	J-80 05-00 . 8/30/22
J-20 16-02 6/30/14	J-40 10-04 4/28/16	J-80 10-01 8/18/21
J-20 20-02 5/20/13	J-40 20-03 4/28/16	J-80 12-00 .. . . 8/18/21
J-20 26-01 . 7/12/12	J-40 30-04 4/28/16	J-80.15-00 . . 6/28/18
J-21 10-04 6/30/14	J-40 35-01 5/29/13	J-81 10-02 8/18/21
J-21.15-01 .... 6/10/13	J-40.36-02. .. .. 7/21/17	J-81 12-00 9/3/21
J-21 16-01 6/10/13	J-40 37-02 7/21/17	J-84 05-00 8/30/22
J-21 17-01 .. 6/10/13	J-40 38-01 5/20/13	J-86.10-00 .. .... 6/28/18
J-21 20-01 6/10/13	J-40 39-00 5/20/13	J-90 10-03 6/28/18
J-22 15-02 7/10/15	J-40 40-02 7/31/19	J-90 20-03 . 6/28/18
J-22 16-03 7/10/15	J-45 36-00 7/21/17	J-90 21-02 6/28/18
J-26 10-03 7/21/16	J-50 05-00 7/21/17	J-90 50-00 6/28/18
J-26 15-01 . . 5/17/12		
K-70 20-01 .. ... .6/1/16	K-80 32-00 8/17/21	K-80.35-01..... 9/16/20
K-80 10-02 9/25/20	K-80 34-00 8/17/21	K-80 37-01 9/16/20
L-5.10-01. 7/17/23	L-20.10-03 . ... 7/14/15	L-40 20-02 6/21/12
L-5 15-00 . .. 9/19/22	L-30 10-02 6/11/14	L-70.10-01 .. . 5/21/08
L-10 10-02 .. .. 6/21/12	L-40 15-01 6/16/11	L-70.20-01 ..... . 5/21/08
M-1 20-04 9/25/20	M-9.60-00 . 2/10/09	M-24 66-00 7/11/17
M-1 40-03 ..... 9/25/20	M-11 10-04 8/2/22	M-40.10-04 .. ..10/17/23
M-1.60-03 9/25/20	M-12 10-03 . 8/2/22	M-40 20-00 10/12/07
M-1 80-03 6/3/11	M-15 10-02 . 7/17/23	M-40 30-01 7/11/17
M-2 20-03 .. ..7/10/15	M-17 10-02 .. 7/3/08	M-40 40-00 . 9/20/07
M-2 21-00..... ..7/10/15	M-20 10-04 8/2/22	M-40.50-00 . . 9/20/07

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M-3 10-04 . . 9/25/20	M-20 20-02 ... 4/20/15	M-40 60-00 9/20/07
M-3 20-04 8/2/22	M-20 30-04 2/29/16	M-60 10-01 ....6/3/11
M-3 30-04 9/25/20	M-20 40-03 6/24/14	M-60 20-03 . .... 8/17/21
M-3 40-04. . ... 9/25/20	M-20 50-02 . . . 6/3/11	M-65 10-03 8/17/21
M-3.50-03. .. ....9/25/20	M-24.20-02 4/20/15	M-80 10-01 6/3/11
M-5 10-03. 9/25/20	M-24 40-02 .... . 4/20/15	M-80 20-00 6/10/08
M-7 50-01 1/30/07	M-24 60-04 6/24/14	M-80.30-00 .... 6/10/08
M-9 50-02 6/24/14	M-24 65-00 7/11/17	

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FEDERAL-AID CONTRACT PROVISIONS

APPENDIX A: FHWA 1273

For Construction of:

Guidepost & Guardrail Installation

C.E. 2097 CRP

Federal Aid No: HSIP-000S(556)

PUBLIC WORKS DEPARTMENT

COUNTY OF BENTON WASHINGTON

Bid No. 22-09

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REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I General
II Nondiscrimination
III Non-segregated Facilities
IV Davis-Bacon and Related Act Provisions
V Contract Work Hours and Safety Standards Act Provisions
VI Subletting or Assigning the Contract
VII Safety Accident Prevention
VIII False Statements Concerning Highway Projects
IX Implementation of Clean Air Act and Federal Water Pollution Control Act
X Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI Certification Regarding Use of Contract Funds for Lobbying
XII Use of United States-Flag Vessels

ATTACHMENTS

A Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1 Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633 102(b) (excluding emergency contracts solely intended for debris removal) The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services) 23 CFR 633 102(e)

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider 23 CFR 633 102(e)

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633 102 The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract) 23 CFR 633 102(b)

2 Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract 23 CFR 633 102(d)

3 A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA

4 Selection of Labor During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation 23 U S C 114(b) The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors 23 U S C 101(a)

II NONDISCRIMINATION (23 CFR 230 107(a), 23 CFR Part 230, Subpart A, Appendix A, EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts

In addition, the contractor and all subcontractors must comply with the following policies Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U S C 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U S C 794), Title VI of the Civil Rights Act of 1964, as amended (42 U S C 2000d et seq), and related regulations including 49 CFR Parts 21, 26, and 27, and 23 CFR Parts 200, 230, and 633

The contractor and all subcontractors must comply with the requirements of the Equal Opportunity Clause in 41 CFR 60-1 4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4 3

Note The U S Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627 The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U S C 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U S C 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U S C 2000d et seq), and related regulations including 49 CFR Parts 21, 26, and 27, and 23 CFR Parts 200, 230, and 633

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U S Department of Labor (US DOL) and FHWA requirements

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1. Equal Employment Opportunity. Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U S C 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract The provisions of the Americans with Disabilities Act of 1990 (42 U S C 12101 et seq) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO

a The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract 23 CFR 230 409 (g)(4) & (5)

b The contractor will accept as its operating policy the following statement

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability Such action shall include employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training "

2 EEO Officer. The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment To ensure that the above agreement will be met, the following actions will be taken as a minimum

a Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained The meetings will be conducted by the EEO Officer or other knowledgeable company official

b All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor

c All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women

d Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees

e The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means

4. Recruitment When advertising for employees, the contractor will include in all advertisements for employees the notation "An Equal Opportunity Employer " All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived

a The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration

b In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions

c The contractor will encourage its present employees to refer minorities and women as applicants for employment Information and procedures with regard to referring such applicants will be discussed with employees

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability The following procedures shall be followed

a The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel

b The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices

c The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination Where evidence is found, the contractor will promptly take corrective action If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons

d The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

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within a reasonable time If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal

6 Training and Promotion:

a The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved

b Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i e , apprenticeship and on-the-job training programs for the geographical area of contract performance) In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U S C 140(a)

c The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each

d The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion

7 Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women 23 CFR 230 409 Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below

a The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment

b The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability

c The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information

d In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability, making full efforts to obtain qualified and/or qualifiable minorities and women The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency

8 Reasonable Accommodation for Applicants / Employees with Disabilities. The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship

9 Selection of Subcontractors, Procurement of Materials and Leasing of Equipment. The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract

a The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract

b The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations

10. Assurances Required:

a The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference

b The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to
(1) Withholding monthly progress payments,
(2) Assessing sanctions,
(3) Liquidated damages, and/or
(4) Disqualifying the contractor from future bidding as non-responsible

c The Title VI and nondiscrimination provisions of U S DOT Order 1050 2A at Appendixes A and E are incorporated by reference 49 CFR Part 21

11 Records and Reports. The contractor shall keep such records as necessary to document compliance with the EEO requirements Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA

a The records kept by the contractor shall document the following

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(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project,

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women, and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women

b *The contractors and subcontractors will submit an annual* report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work This information is to be reported on Form FHWA-1391 The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July If on-the-job training is being required by special provision, the contractor will be required to collect and report training data The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000 41 CFR 60-1 5

As prescribed by 41 CFR 60-1 8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes

IV DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5 5 The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway 23 U S C 113 This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt 23 U S C 101 Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project Examples include Surface Transportation Block Grant Program projects funded under 23 U S C 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U S C 117, and National Highway Freight Program projects funded under 23 U S C 167

The following provisions are from the U S Department of Labor regulations in 29 CFR 5 5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements

1 Minimum wages (29 CFR 5 5)

a *Wage rates and fringe benefits* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics As provided in paragraphs (d) and (e) of 29 CFR 5 5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U S C 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1 e of this section, also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4 of this section Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed The wage determination (including any additional classifications and wage rates conformed under paragraph 1 c of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers

b *Frequently recurring classifications* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1 3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1 c of this section, provided that

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined,

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(ii) The classification is used in the area by the construction industry, and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1 c (1)(iii) of this section Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification

c *Conformance* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination, and

(ii) The classification is used in the area by the construction industry, and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol gov* The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1 c (3) and (4) of this section The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1 c (3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification

d *Fringe benefits not expressed as an hourly rate* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof

e *Unfunded plans* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5 28, that the applicable standards of the Davis-Bacon Act have been met The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program

f *Interest* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages

2 Withholding (29 CFR 5 5)

a *Withholding requirements* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5 2) The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3 d of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased

b *Priority to withheld funds* The Department has priority to funds withheld or to be withheld in accordance with paragraph

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2 a of this section or Section V, paragraph 3 a , or both, over claims to those funds by

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties,

(2) A contracting agency for its reprocurement costs,

(3) A trustee(s) (either a court-appointed trustee or a U S trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate,

(4) A contractor's assignee(s),

(5) A contractor's successor(s), or

(6) A claim asserted under the Prompt Payment Act, 31 U S C 3901–3907

3. Records and certified payrolls (29 CFR 5 5)

a *Basic record requirements* (1) *Length of record retention* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed

(2) *Information required* Such records must contain the name, Social Security number, last known address, telephone number, and email address of each such worker, each worker's correct classification(s) of work actually performed, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U S C 3141(2)(B) of the Davis-Bacon Act), daily and weekly number of hours actually worked in total and on each covered contract, deductions made, and actual wages paid

(3) *Additional records relating to fringe benefits* Whenever the Secretary of Labor has found under paragraph 1 e of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U S C 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits

(4) *Additional records relating to apprenticeship* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs

b *Certified payroll requirements* (1) *Frequency and method of submission* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency The prime contractor is responsible for the submission of all certified payrolls by all subcontractors A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature, the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed, and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

(2) *Information required* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3 a (2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals Instead, the certified payrolls need only include an individually identifying number for each worker (*e g* , the last four digits of the worker's Social Security number) The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https //www dol gov/sites/dolgov/files/WHD/legacy/files/wh347/ pdf* or its successor website It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency

(3) *Statement of Compliance* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3 b of this section, the appropriate information and basic records are being maintained under paragraph 3 a of this section, and such information and records are correct and complete,

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3, and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract

(4) *Use of Optional Form WH–347* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3 b (3) of this section

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(5) *Signature* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature

(6) *Falsification* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U S C 1001 and 31 U S C 3729

(7) *Length of certified payroll retention* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed

c *Contracts, subcontracts, and related documents* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed

d *Required disclosures and access* (1) *Required record disclosures and access to workers* The contractor or subcontractor must make the records required under paragraphs 3 a through 3 c of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5 1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job

(2) *Sanctions for non-compliance with records and worker access requirements* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5 12 In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production

(3) *Required information disclosures* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action

4 Apprentices and equal employment opportunity (29 CFR 5 5)

a *Apprentices* (1) *Rate of pay* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U S Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved

(2) *Fringe benefits* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination

(3) *Apprenticeship ratio* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4 a (4) of this section Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4 a (1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed

(4) *Reciprocity of ratios and wage rates* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed

b *Equal employment opportunity* The use of apprentices and journeyworkers under this part must be in conformity with

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the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30

c Apprentices and Trainees (programs of the U S DOT)

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV 23 CFR 230 111(e)(2) The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program

5 Compliance with Copeland Act requirements The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5 5

6 Subcontracts The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate 29 CFR 5 5

7 Contract termination· debarment A breach of the contract clauses in 29 CFR 5 5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5 12

8 Compliance with Davis-Bacon and Related Act *requirements.* *All rulings and interpretations of the Davis-*Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5 5

9 Disputes concerning labor standards As provided in 29 CFR 5 5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7 Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U S Department of Labor, or the employees or their representatives

10 Certification of eligibility a By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U S C 3144(b) or § 5 12(a)

b No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U S C 3144(b) or § 5 12(a)

c The penalty for making false statements is prescribed in the U S Code, Title 18 Crimes and Criminal Procedure, 18 U S C 1001

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for

a Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3,

b Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3,

c Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3, or

d Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5 5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act These clauses shall be inserted in addition to the clauses required by 29 CFR 5 5(a) or 29 CFR 4 6 As used in this paragraph, the terms laborers and mechanics include watchpersons and guards

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek 29 CFR 5 5

2 Violation; liability for unpaid wages; liquidated damages In the event of any violation of the clause set forth in paragraph 1 of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages Such liquidated damages shall be computed with respect to each individual laborer or

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mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5 5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990

3 Withholding for unpaid wages and liquidated damages

a *Withholding process* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages, monetary relief, including interest, and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5 2) The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld

b *Priority to withheld funds* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2 a or paragraph 3 a of this section, or both, over claims to those funds by

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties,

(2) A contracting agency for its reprocurement costs,

(3) A trustee(s) (either a court-appointed trustee or a U S trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate,

(4) A contractor's assignee(s),

(5) A contractor's successor(s), or

(6) A claim asserted under the Prompt Payment Act, 31 U S C 3901–3907

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1 through 5 of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 5 In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate

5 Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for

a Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part,

b Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part,

c Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part, or

d Informing any other person about their rights under CWHSSA or this part

VI SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635 116

1 The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635 116)

a The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements Leased employees may only be included in this term if the prime contractor meets all of the following conditions (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees,

(2) the prime contractor remains responsible for the quality of the work of the leased employees,

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(3) the prime contractor retains all power to accept or exclude individual employees from work on the project, and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements

b "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract 23 CFR 635 102

2 Pursuant to 23 CFR 635 116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions

3 Pursuant to 23 CFR 635 116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (*supervision, management, and engineering services*) as the contracting officer determines is necessary to assure the performance of the contract

4 No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract (based on long-standing interpretation of 23 CFR 635 116)

5 The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts, however, contracting agencies may establish their own self-performance requirements 23 CFR 635 116(d)

VII SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts

1 In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635) The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract 23 CFR 635 108

2 It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U S C 3704) 29 CFR 1926 10

3 Pursuant to 29 CFR 1926 3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U S C 3704)

VIII FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project

18 U S C 1020 reads as follows

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation, or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation, or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat 355), as amended and supplemented,

Shall be fined under this title or imprisoned not more than 5 years or both "

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IX IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U S C 7606, 2 CFR 200 88, EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts 48 CFR 2 101, 2 CFR 200 327

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U S C 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U S C 1251-1387) Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency 2 CFR Part 200, Appendix II

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements 2 CFR 200 327

X CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200 2 CFR 180 220 and 1200 220

1 **Instructions for Certification – First Tier Participants:**

a By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below

b The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction The prospective first tier participant 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 first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction 2 CFR 180 320

c The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default 2 CFR 180 325

d The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances 2 CFR 180 345 and 180 350

e The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180 900-180 1020, and 1200 "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract) "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts) "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor) "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers)

f The prospective first tier participant agrees by submitting this proposal 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 the department or agency entering into this transaction 2 CFR 180 330

g The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold 2 CFR 180 220 and 180 300

h A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous 2 CFR 180 300, 180 320, and 180 325 A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions 2 CFR 180 335 To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https //www sam gov/) 2 CFR 180 300, 180 320, and 180 325

i Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings

j Except for transactions authorized under paragraph (f) 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, the department or agency may terminate this transaction for cause or default 2 CFR 180 325

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2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants.

a The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180 335,

(2) Have not within a three-year period preceding this proposal 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, 2 CFR 180 800,

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180 700 and 180 800, and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default 2 CFR 180 335(d)

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200 6 implementing appropriations act requirements), and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200 6 implementing appropriations act requirements)

b Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal 2 CFR 180 335 and 180 340

* * * * *

3 **Instructions for Certification - Lower Tier Participants**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200) 2 CFR 180 220 and 1200 220

a By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below

b The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment

c The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances 2 CFR 180 365

d The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180 900 – 180 1020, and 1200 You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract) "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts) "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor) "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers)

e The prospective lower tier participant agrees by submitting this proposal 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 the department or agency with which this transaction originated 2 CFR 1200 220 and 1200 332

f The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold 2 CFR 180 220 and 1200 220

g A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https //www sam gov/), which is compiled by the General Services Administration 2 CFR 180 300, 180 320, 180 330, and 180 335

h 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 participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings

i Except for transactions authorized under paragraph e 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

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excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment 2 CFR 180 325

* * * * *

4 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180 355,

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200 6 implementing appropriations act requirements), and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200 6 implementing appropriations act requirements)

b Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal

* * * * *

XI CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 49 CFR Part 20, App A

1 The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that

a No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement

b If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions

2 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 31 U S C 1352 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

3 The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly

XII USE OF UNITED STATES-FLAG VESSELS·

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction 46 CFR Part 381

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project 46 CFR 381 7 It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees

1 To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels 46 CFR 381 7

2 To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590 (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor) 46 CFR 381 7

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ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965

1 During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except

a To the extent that qualified persons regularly residing in the area are not available

b For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work

c For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below

2 The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form The job order may be placed with the State Employment Service in writing or by telephone If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service

3 The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required

4 If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants Such certificate shall be made a part of the contractor's permanent project records Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above

5 The provisions of 23 CFR 633 207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region

6 The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work

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AMENDMENT
REQUIRED CONTRACT PROVISIONS
(Exclusive of Appalachian Contracts)

FEDERAL-AID CONSTRUCTION CONTRACTS

The Federal–Aid provisions are supplemented with the following:

XII. Cargo Preference Act

1 U S Department of Transportation Federal Highway Administration memorandum dated December 11, 2015 requires that all federal-aid highway programs awarded after February 15, 2016 must comply with the Cargo Preference Act and its regulation of 46 CFR 381.7 (a)-(b)

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WAGE RATES

APPENDIX B:

FEDERAL WAGE RATES
STATE WAGE RATES
BENEFIT CODE KEY
WASHINGTON L&I POLICY STATEMENT

Guideposts & Guardrail Installation

C.E. 2097 C.R.P.

PUBLIC WORKS DEPARTMENT

COUNTY OF BENTON WASHINGTON

Bid No: 22-09

DocuSign Envelope ID: CE1FC78B-D6AA-42F5-90EB-43A0D6AF15A6

"General Decision Number: WA20240001 03/08/2024
Superseded General Decision Number: WA20230001
State: Washington
Construction Type: Highway
Counties: Washington Statewide.
HIGHWAY (Excludes D.O.E. Hanford Site in Benton and Franklin Counties)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

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Modification Number	Publication Date
0	01/05/2024
1	01/19/2024
2	02/02/2024
3	**03/08/2024**

CARP0003-006 06/01/2021

SOUTHWEST WASHINGTON: CLARK, COWLITZ, KLICKITAT, LEWIS(Piledriver only), PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to Willapa Bay to the Pacific Ocean), SKAMANIA, and WAHKIAKUM Counties.

	Rates	Fringes
Carpenters:		
CARPENTERS	$ 44.38	16.87
DIVERS TENDERS	$ 49.09	16.87
DIVERS	$ 93.09	16.87
DRYWALL	$ 44.38	16.87
MILLWRIGHTS	$ 46.89	16.87
PILEDRIVERS	$ 44.97	16.87

DEPTH PAY:
50 TO 100 FEET $1.00 PER FOOT OVER 50 FEET
101 TO 150 FEET $1.50 PER FOOT OVER 101 FEET
151 TO 200 FEET $2.00 PER FOOT OVER 151 FEET

Zone Differential (Add up Zone 1 rates):
Zone 2 - $0.85
Zone 3 - 1.25
Zone 4 - 1.70
Zone 5 - 2.00
Zone 6 - 3.00

BASEPOINTS: ASTORIA, LONGVIEW, PORTLAND, THE DALLES, AND VANCOUVER, (NOTE: All dispatches for Washington State Counties: Cowlitz, Wahkiakum and Pacific shall be from Longview Local #1707 and mileage shall be computed from that point.)

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ZONE 1: Projects located within 30 miles of the respective city hall of the above mentioned cities
ZONE 2: Projects located more than 30 miles and less than 40 miles of the respective city of the above mentioned cities
ZONE 3: Projects located more than 40 miles and less than 50 miles of the respective city of the above mentioned cities
ZONE 4: Projects located more than 50 miles and less than 60 miles of the respective city of the above mentioned cities.
ZONE 5: Projects located more than 60 miles and less than 70 miles of the respective city of the above mentioned cities
ZONE 6: Projects located more than 70 miles of the respected city of the above mentioned cities

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CARP0030-004 06/01/2021

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM Counties

	Rates	Fringes
CARPENTER		
BRIDGE CARPENTERS	$ 49.18	19.01
CARPENTERS ON CREOSOTE MATERIAL	$ 47.02	19.01
CARPENTERS	$ 49.18	19.01
DIVERS TENDER	$ 54.54	19.01
DIVERS	$ 103.43	19.01
MILLWRIGHT AND MACHINE ERECTORS	$ 50.68	19.01
PILEDRIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED MATERIAL, ALL PILING	$ 49.58	19.01

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIVERS

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

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Zone Pay:
0 -25 radius miles Free
26-35 radius miles $1.00/hour
36-45 radius miles $1.15/hour
46-55 radius miles $1.35/hour
Over 55 radius miles $1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:
0 -25 radius miles Free
26-45 radius miles $ .70/hour
Over 45 radius miles $1.50/hour

CARP0059-002 06/01/2019

ADAMS, ASOTIN, BENTON, CHELAN (East of 120th meridian), COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT (East of 120th meridian), KITTITAS (East of 120th meridian), LINCOLN, OKANOGAN (East of 120th meridian), PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN, and YAKIMA (East of 120th meridian) Counties

	Rates	Fringes
CARPENTER		
GROUP 1	$ 35.47	16.88
GROUP 2	$ 47.42	18.96
GROUP 3	$ 36.66	16.88
GROUP 4	$ 36.66	16.88
GROUP 5	$ 83.96	16.88
GROUP 6	$ 40.23	16.88
GROUP 7	$ 41.23	16.88
GROUP 8	$ 37.66	16.88
GROUP 9	$ 44.23	16.88

CARPENTER & DIVER CLASSIFICATIONS:

GROUP 1: Carpenter

GROUP 2: Millwright, Machine Erector

GROUP 3: Piledriver - includes driving, pulling, cutting, placing collars, setting, welding, or creosote treated material, on all piling

GROUP 4: Bridge, Dock, and Wharf carpenters

GROUP 5: Diver Wet

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GROUP 6: Diver Tender, Manifold Operator, ROV Operator

GROUP 7: Diver Standby

GROUP 8: Assistant Diver Tender, ROV Tender/Technician

GROUP 9: Manifold Operator-Mixed Gas

ZONE PAY:

ZONE 1	0-45 MILES	FREE
ZONE 2	45-100	$4.00/PER HOUR
ZONE 3	OVER 100 MILES	$6.00/PER HOUR

DISPATCH POINTS:

CARPENTERS/MILLWRIGHTS: PASCO (515 N Neel Street) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS/PILEDRIVER: SPOKANE (127 E. AUGUSTA AVE.) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: WENATCHEE (27 N. CHELAN) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: COEUR D' ALENE (1839 N. GOVERNMENT WAY) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: MOSCOW (306 N. JACKSON) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

DEPTH PAY FOR DIVERS BELOW WATER SURFACE:
50-100 feet $2.00 per foot
101-150 feet $3.00 per foot
151-220 feet $4.00 per foot
221 feet and deeper $5.00 per foot

PREMIUM PAY FOR DIVING IN ENCLOSURES WITH NO VERTICAL ASCENT:
0-25 feet Free
26-300 feet $1.00 per Foot

SATURATION DIVING:

The standby rate applies until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. the diver rate shall be paid for all saturation hours.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

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HAZMAT PROJECTS:

Anyone working on a HAZMAT job (task), where HAZMAT certification is required, shall be compensated at a premium, in addition to the classification working in as follows:

LEVEL D + $.25 per hour - This is the lowest level of protection. No respirator is used and skin protection is minimal.

LEVEL C + $.50 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B + $.75 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical ""splash suit"".

LEVEL A +$1.00 per hour - This level utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line.

CARP0770-003 06/01/2021

WEST OF 120TH MERIDIAN FOR THE FOLLOWING COUNTIES:
CHELAN, DOUGLAS, GRANT, KITTITAS, OKANOGAN, and YAKIMA

	Rates	Fringes
CARPENTER		
CARPENTERS ON CREOSOTE MATERIAL	$ 47.02	19.01
CARPENTERS	$ 49.18	19.01
DIVERS TENDER	$ 54.54	19.01
DIVERS	$ 103.43	19.01
MILLWRIGHT AND MACHINE ERECTORS	$ 50.68	19.01
PILEDRIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED MATERIAL, ALL PILING	$ 49.58	19.01

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIVERS

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Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

Zone Pay:

0 -25 radius miles	Free
26-35 radius miles	$1.00/hour
36-45 radius miles	$1.15/hour
46-55 radius miles	$1.35/hour
Over 55 radius miles	$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:

0 -25 radius miles	Free
26-45 radius miles	$ .70/hour
Over 45 radius miles	$1.50/hour

ELEC0046-001 08/07/2023

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 76.99	28.60
ELECTRICIAN	$ 69.99	28.39

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* ELEC0048-003 01/01/2024

CLARK, KLICKITAT AND SKAMANIA COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 44.22	21.50
ELECTRICIAN	**$ 60.50**	**28.64**

HOURLY ZONE PAY:

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

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Portland, The Dalles, Hood River, Tillamook, Seaside and Astoria

Zone Pay:
Zone 1: 31-50 miles $1.50/hour
Zone 2: 51-70 miles $3.50/hour
Zone 3: 71-90 miles $5.50/hour
Zone 4: Beyond 90 miles $9.00/hour

*These are not miles driven. Zones are based on Delorrne Street Atlas USA 2006 plus.

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* ELEC0048-029 01/01/2024

COWLITZ AND WAHKIAKUM COUNTY

	Rates	Fringes
CABLE SPLICER	$ 44.22	21.50
ELECTRICIAN	**$ 60.50**	**28.64**

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* ELEC0073-001 08/01/2023

ADAMS, FERRY, LINCOLN, PEND OREILLE, SPOKANE, STEVENS, WHITMAN COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 34.10	16.68
ELECTRICIAN	**$ 47.55**	**16.03**

*** ELEC0076-002 02/02/2024**

GRAYS HARBOR, LEWIS, MASON, PACIFIC, PIERCE, AND THURSTON COUNTIES

	Rates	**Fringes**
CABLE SPLICER	**$ 64.38**	**25.64**
ELECTRICIAN	**$ 58.53**	**25.47**

ELEC0112-005 06/01/2022

ASOTIN, BENTON, COLUMBIA, FRANKLIN, GARFIELD, KITTITAS, WALLA WALLA, YAKIMA COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 54.34	24.26
ELECTRICIAN	$ 51.75	24.18

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ELEC0191-003 06/01/2022

ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 44.23	17.73
ELECTRICIAN	$ 53.20	27.51

ELEC0191-004 06/01/2018

CHELAN, DOUGLAS, GRANT AND OKANOGAN COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 40.82	17.63
ELECTRICIAN	$ 42.45	21.34

ENGI0302-003 06/01/2023

CHELAN (WEST OF THE 120TH MERIDIAN), CLALLAM, DOUGLAS (WEST OF THE 120TH MERIDIAN), GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, KITTITAS, MASON, OKANOGAN (WEST OF THE 120TH MERIDIAN), SAN JUNA, SKAGIT, SNOHOMISH, WHATCOM AND YAKIMA (WEST OF THE 120TH MERIDIAN) COUNTIES

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1A	$ 54.93	25.57
Group 1AA	$ 55.75	25.57
Group 1AAA	$ 56.54	25.57
Group 1	$ 54.13	25.57
Group 2	$ 53.42	25.57
Group 3	$ 52.83	25.57
Group 4	$ 49.40	25.57

Zone Differential (Add to Zone 1 rates):
Zone 2 (26-45 radius miles) - $1.00
Zone 3 (Over 45 radius miles) - $1.30

BASEPOINTS: Aberdeen, Bellingham, Bremerton, Everett, Kent, Mount Vernon, Port Angeles, Port Townsend, Seattle, Shelton, Wenatchee, Yakima

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom (including jib with attachments)

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GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom (including jib with attachments); Tower crane over 175 ft in height, base to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons, under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead 6 yards to, but not including 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9, HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self propelled 45 yards and over; Slipform pavers; Transporters, all truck or track type

GROUP 2 - Barrier machine (zipper); Batch Plant Operaor-Concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-overhead, bridge type-20 tons through 44 tons; Chipper; Concrete Pump-truck mount with boom attachment; Crusher; Deck Engineer/Deck Winches (power); Drilling machine; Excavator, shovel, backhoe-3yards and under; Finishing Machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Horizontal/directional drill operator; Loaders-overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics-all; Mixers-asphalt plant; Motor patrol graders-finishing; Piledriver (other than crane mount); Roto-mill,roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self propelled, hard tail end dump, articulating off-road equipment-under 45 yards; Subgrade trimmer; Tractors, backhoes-over 75 hp; Transfer material service machine-shuttle buggy, blaw knox-roadtec; Truck crane oiler/driver-100 tons and over; Truck Mount portable conveyor; Yo Yo Pay dozer

GROUP 3 - Conveyors; Cranes-thru 19 tons with attachments; A-frame crane over 10 tons; Drill oilers-auger type, truck or crane mount; Dozers-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loader-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pumps-concrete; Roller, plant mix or multi-lift materials; Saws-concrete; Scrpers-concrete and carry-all; Service engineer-equipment; Trenching machines; Truck Crane Oiler/Driver under 100 tons; Tractors, backhoe 75 hp and under

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GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete finish machine-laser screed; Cranes-A frame-10 tons and under; Elevator and Manlift-permanent or shaft type; Gradechecker, Stakehop; Forklifts under 3000 lbs. with attachments; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger, mechanical; Power plant; Pumps, water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

HANDLING OF HAZARDOUS WASTE MATERIALS:

Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing

H-2 Class ""C"" Suit - Base wage rate plus $ .25 per hour.

H-3 Class ""B"" Suit - Base wage rate plus $ .50 per hour.

H-4 Class ""A"" Suit - Base wage rate plus $ .75 per hour.

ENGI0370-002 06/01/2021

ADAMS, ASOTIN, BENTON, CHELAN (EAST OF THE 120TH MERIDIAN), COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN (EAST OF THE 120TH MERIDIAN), PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA (EAST OF THE 120TH MERIDIAN) COUNTIES

ZONE 1:

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1	$ 29.76	20.65
GROUP 2	$ 30.08	20.65
GROUP 3	$ 30.69	20.65
GROUP 4	$ 30.85	20.65
GROUP 5	$ 31.01	20.65
GROUP 6	$ 31.21	20.65
GROUP 7	$ 31.56	20.65
GROUP 8	$ 32.66	20.65

ZONE DIFFERENTIAL (Add to Zone 1 rate): Zone 2 - $2.00

Zone 1: Within 45 mile radius of Spokane, Pasco, Washington; Lewiston, Idaho

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Zone 2: Outside 45 mile radius of Spokane, Pasco, Washington; Lewiston, Idaho

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bit Grinders; Bolt Threading Machine; Compressors (under 2000 CFM, gas, diesel, or electric power); Deck Hand; Fireman & Heater Tender; Hydro-seeder, Mulcher, Nozzleman; Oiler Driver, & Cable Tender, Mucking Machine; Pumpman; Rollers, all types on subgrade, including seal and chip coatings (farm type, Case, John Deere & similar, or Compacting Vibrator), except when pulled by Dozer with operable blade; Welding Machine; Crane Oiler-Driver (CLD required) & Cable Tender, Mucking Machine

GROUP 2: A-frame Truck (single drum); Assistant Refrigeration Plant (under 1000 ton); Assistant Plant Operator, Fireman or Pugmixer (asphalt); Bagley or Stationary Scraper; Belt Finishing Machine; Blower Operator (cement); Cement Hog; Compressor (2000 CFM or over, 2 or more, gas diesel or electric power); Concrete Saw (multiple cut); Distributor Leverman; Ditch Witch or similar; Elevator Hoisting Materials; Dope Pots (power agitated); Fork Lift or Lumber Stacker, hydra-lift & similar; Gin Trucks (pipeline); Hoist, single drum; Loaders (bucket elevators and conveyors); Longitudinal Float; Mixer (portable-concrete); Pavement Breaker, Hydra-Hammer & similar; Power Broom; Railroad Ballast Regulation Operator (self-propelled); Railroad Power Tamper Operator (self-propelled); Railroad Tamper Jack Operator (self-propelled; Spray Curing Machine (concrete); Spreader Box (self-propelled); Straddle Buggy (Ross & similar on construction job only); Tractor (Farm type R/T with attachment, except Backhoe); Tugger Operator

GROUP 3: A-frame Truck (2 or more drums); Assistant Refrigeration Plant & Chiller Operator (over 1000 ton); Backfillers (Cleveland & similar); Batch Plant & Wet Mix Operator, single unit (concrete); Belt-Crete Conveyors with power pack or similar; Belt Loader (Kocal or similar); Bending Machine; Bob Cat (Skid Steer); Boring Machine (earth); Boring Machine (rock under 8 inch bit) (Quarry Master, Joy or similar); Bump Cutter (Wayne, Saginau or similar); Canal Lining Machine (concrete); Chipper (without crane); Cleaning & Doping Machine (pipeline); Deck Engineer; Elevating Belt-type Loader (Euclid, Barber Green & similar); Elevating Grader-type Loader (Dumor, Adams or similar); Generator Plant Engineers (diesel or electric); Gunnite Combination Mixer & Compressor; Locomotive Engineer; Mixermobile; Mucking Machine; Posthole Auger or Punch; Pump (grout or jet); Soil Stabilizer (P & H or similar); Spreader Machine; Dozer/Tractor (up to D-6 or equivalent) and Traxcavator; Traverse Finish Machine; Turnhead Operator

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GROUP 4: Concrete Pumps (squeeze-crete, flow-crete, pump-crete, Whitman & similar); Curb Extruder (asphalt or concrete); Drills (churn, core, calyx or diamond); Equipment Serviceman; Greaser & Oiler; Hoist (2 or more drums or Tower Hoist); Loaders (overhead & front-end, under 4 yds. R/T); Refrigeration Plant Engineer (under 1000 ton); Rubber-tired Skidders (R/T with or without attachments); Surface Heater & Plant Machine; Trenching Machines (under 7 ft. depth capacity); Turnhead (with re-screening); Vacuum Drill (reverse circulation drill under 8 inch bit)

GROUP 5: Backhoe (under 45,000 gw); Backhoe & Hoe Ram (under 3/4 yd.); Carrydeck & Boom Truck (under 25 tons); Cranes (25 tons & under), all attachments including clamshell, dragline; Derricks & Stifflegs (under 65 tons); Drilling Equipment(8 inch bit & over) (Robbins, reverse circulation & similar); Hoe Ram; Piledriving Engineers; Paving (dual drum); Railroad Track Liner Operaotr (self-propelled); Refrigeration Plant Engineer (1000 tons & over); Signalman (Whirleys, Highline Hammerheads or similar); Grade Checker

GROUP 6: Asphalt Plant Operator; Automatic Subgrader (Ditches & Trimmers)(Autograde, ABC, R.A. Hansen & similar on grade wire); Backhoe (45,000 gw and over to 110,000 gw); Backhoes & Hoe Ram (3/4 yd. to 3 yd.); Batch Plant (over 4 units); Batch & Wet Mix Operator (multiple units, 2 & incl. 4); Blade Operator (motor patrol & attachments); Cable Controller (dispatcher); Compactor (self-propelled with blade); Concrete Pump Boom Truck; Concrete Slip Form Paver; Cranes (over 25 tons, to and including 45 tons), all attachments including clamshell, dragline; Crusher, Grizzle & Screening Plant Operator; Dozer, 834 R/T & similar; Drill Doctor; Loader Operator (front-end & overhead, 4 yds. incl. 8 yds.); Multiple Dozer Units with single blade; Paving Machine (asphalt and concrete); Quad-Track or similar equipment; Rollerman (finishing asphalt pavement); Roto Mill (pavement grinder); Scrapers, all, rubber-tired; Screed Operator; Shovel(under 3 yds.); Trenching Machines (7 ft. depth & over); Tug Boat Operator Vactor guzzler, super sucker; Lime Batch Tank Operator (REcycle Train); Lime Brain Operator (Recycle Train); Mobile Crusher Operator (Recycle Train)

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GROUP 7: Backhoe (over 110,000 gw); Backhoes & Hoe Ram (3 yds & over); Blade (finish & bluetop) Automatic, CMI, ABC, Finish Athey & Huber & similar when used as automatic; Cableway Operators; Concrete Cleaning/Decontamination machine operator; Cranes (over 45 tons to but not including 85 tons), all attachments including clamshell and dragine; Derricks & Stiffleys (65 tons & over); Elevating Belt (Holland type); Heavy equipment robotics operator; Loader (360 degrees revolving Koehring Scooper or similar); Loaders (overhead & front-end, over 8 yds. to 10 yds.); Rubber-tired Scrapers (multiple engine with three or more scrapers); Shovels (3 yds. & over); Whirleys & Hammerheads, ALL; H.D. Mechanic; H.D. Welder; Hydraulic Platform Trailers (Goldhofer, Shaurerly andSimilar); Ultra High Pressure Waterjet Cutting Tool System Operator (30,000 psi); Vacuum Blasting Machine Operator

GROUP 8: Cranes (85 tons and over, and all climbing, overhead,rail and tower), all attachments including clamshell, dragline; Loaders (overhead and front-end, 10 yards and over); Helicopter Pilot

BOOM PAY: (All Cranes, Including Tower)
180 ft to 250 ft $ .50 over scale
Over 250 ft $ .80 over scale

NOTE:
In computing the length of the boom on Tower Cranes, they shall be measured from the base of the Tower to the point of the boom.

HAZMAT:
Anyone working on HAZMAT jobs, working with supplied air shall receive $1.00 an hour above classification.

ENGI0612-001 06/01/2023

PIERCE County

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH GROUP SHALL BE 90% OF THE BASE RATE PLUS FULL FRINGE BENEFITS. ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A	$ 56.08	25.07
GROUP 1AA	$ 56.89	25.07
GROUP 1AAA	$ 57.70	25.07
GROUP 1	$ 55.26	25.07
GROUP 2	$ 54.55	25.07
GROUP 3	$ 53.94	25.07
GROUP 4	$ 50.50	25.07

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Zone Differential (Add to Zone 1 rates):
Zone 2 (26-45 radius miles) = $1.00
Zone 3 (Over 45 radius miles) - $1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 AAA - Cranes-over 300 tons or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes- 200 tonsto 300 tons, or 250 ft of boom (including jib with attachments; Tower crane over 175 ft in height, bas to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead, 6 yards to, but not including, 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9 HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self-propelled 45 yards and over; Slipform pavers; Transporters, all track or truck type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-Overhead, bridge type, 20 tons through 44 tons; Chipper; Concrete pump-truck mount with boom attachment; Crusher; Deck engineer/deck winches (power); Drilling machine; Excavator, shovel, backhoe-3 yards and under; Finishing machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Loaders, overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics- all; Mixers, asphalt plant; Motor patrol graders, finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self- propelled, hard tail end dump, articulating off-road equipment- under 45 yards; Subgrader trimmer; Tractors, backhoe over 75 hp; Transfer material service machine-shuttle buggy, Blaw Knox- Roadtec; Truck Crane oiler/driver-100 tons and over; Truck Mount Portable Conveyor; Yo Yo pay

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GROUP 3 - Conveyors; Cranes through 19 tons with attachments; Crane-A-frame over 10 tons; Drill oilers-auger type, truck or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside Hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loaders-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pump-Concrete; Roller, plant mix or multi-lfit materials; Saws-concrete; Scrapers, concrete and carry all; Service engineers-equipment; Trenching machines; Truck crane oiler/driver under 100 tons; Tractors, backhoe under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Cranes A-frame 10 tons and under; Elevator and manlift (permanent and shaft type); Forklifts-under 3000 lbs. with attachments; Gradechecker, stakehop; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

FOOTNOTE A- Reduced rates may be paid on the following:

1. Projects involving work on structures such as buildings and bridges whose total value is less than $1.5 million excluding mechanical, electrical, and utility portions of the contract.

2. Projects of less than $1 million where no building is involved. Surfacing and paving included, but utilities excluded.

3. Marine projects (docks, wharfs, etc.) less than $150,000.

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing, Class ""D"" Suit - Base wage rate plus $ .50 per hour.
H-2 Class ""C"" Suit - Base wage rate plus $1.00 per hour.
H-3 Class ""B"" Suit - Base wage rate plus $1.50 per hour.
H-4 Class ""A"" Suit - Base wage rate plus $2.00 per hour.

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ENGI0612-012 06/01/2023

LEWIS, PACIFIC (portion lying north of a parallel line extending west from the northern boundary of Wahkaikum County to the sea) AND THURSTON COUNTIES

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH GROUP SHALL BE 90% OF THE BASE RATE PLUS FULL FRINGE BENEFITS. ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A	$ 54.85	25.07
GROUP 1AA	$ 55.67	25.07
GROUP 1AAA	$ 56.45	25.07
GROUP 1	$ 54.05	25.07
GROUP 2	$ 53.36	25.07
GROUP 3	$ 52.75	25.07
GROUP 4	$ 49.36	25.07

Zone Differential (Add to Zone 1 rates):
Zone 2 (26-45 radius miles) = $1.00
Zone 3 (Over 45 radius miles) - $1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 AAA - Cranes-over 300 tons or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes- 200 tonsto 300 tons, or 250 ft of boom (including jib with attachments; Tower crane over 175 ft in height, bas to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

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GROUP 2 - Barrier machine (zipper); Batch Plant Operator-concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-Overhead, bridge type, 20 tons through 44 tons; Chipper; Concrete pump-truck mount with boom attachment; Crusher; Deck engineer/deck winches (power); Drilling machine; Excavator, shovel, backhoe-3 yards and under; Finishing machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Loaders, overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics- all; Mixers, asphalt plant; Motor patrol graders, finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self- propelled, hard tail end dump, articulating off-road equipment- under 45 yards; Subgrader trimmer; Tractors, backhoe over 75 hp; Transfer material service machine-shuttle buggy, Blaw Knox- Roadtec; Truck Crane oiler/driver-100 tons and over; Truck Mount Portable Conveyor; Yo Yo pay

GROUP 3 - Conveyors; Cranes through 19 tons with attachments; Crane-A-frame over 10 tons; Drill oilers-auger type, truck or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside Hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loaders-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pump-Concrete; Roller, plant mix or multi-lfit materials; Saws-concrete; Scrapers, concrete and carry all; Service engineers-equipment; Trenching machines; Truck crane oiler/driver under 100 tons; Tractors, backhoe under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Cranes A-frame 10 tons and under; Elevator and manlift (permanent and shaft type); Forklifts-under 3000 lbs. with attachments; Gradechecker, stakehop; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

FOOTNOTE A- Reduced rates may be paid on the following:

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2. Projects of less than $1 million where no building is involved. Surfacing and paving included, but utilities excluded.

3. Marine projects (docks, wharfs, etc.) less than $150,000.

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HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

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H-3 Class ""B"" Suit - Base wage rate plus $1.50 per hour.
H-4 Class ""A"" Suit - Base wage rate plus $2.00 per hour.

ENGI0701-002 01/01/2022

CLARK, COWLITZ, KLICKKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHKIAKUM COUNTIES

POWER RQUIPMENT OPERATORS: ZONE 1

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1	$ 51.65	16.35
GROUP 1A	$ 53.81	16.35
GROUP 1B	$ 55.97	16.35
GROUP 2	$ 49.74	16.35
GROUP 3	$ 48.59	16.35
GROUP 4	$ 45.26	16.35
GROUP 5	$ 44.02	16.35
GROUP 6	$ 40.80	16.35

Zone Differential (add to Zone 1 rates):
Zone 2 - $3.00
Zone 3 - $6.00

For the following metropolitan counties: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or porjects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens ""Blast Zone"" shall receive Zone I pay for all classifications.

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All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1

Concrete Batch Plan and or Wet mix three (3) units or more; Crane, Floating one hundred and fifty (150) ton but less than two hundred and fifty (250) ton; Crane, two hundred (200) ton through two hundred ninety nine (299) ton with two hundred foot (200') boom or less (including jib, inserts and/or attachments); Crane, ninety (90) ton through one hundred ninety nine (199) ton with over two hundred (200') boom Including jib, inserts and/or attachments); Crane, Tower Crane with one hundred seventy five foot (175') tower or less and with less than two hundred foot (200') jib; Crane, Whirley ninety (90) ton and over; Helicopter when used in erecting work

Group 1A

Crane, floating two hundred fifty (250) ton and over; Crane, two hundred (200) ton through two hundred ninety nine (299) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Crane, three hundred (300) ton through three hundred ninety nine (399) ton; Crane, Tower Crane with over one hundred seventy five foot (175') tower or over two hundred foot (200') jib; Crane, tower Crane on rail system or 2nd tower or more in work radius

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Group 1B

Crane, three hundred (300) ton through three hundred ninety nine (399) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Floating crane, three hundred fifty (350) ton and over; Crane, four hundred (400) ton and over

Group 2

Asphalt Plant (any type); Asphalt Roto-Mill, pavement profiler eight foot (8') lateral cut and over; Auto Grader or ""Trimmer""; Blade, Robotic; Bulldozer, Robotic Equipment (any type); Bulldozer, over one hundred twenty thousand (120,000) lbs. and above; Concrete Batch Plant and/or Wet Mix one (1) and two (2) drum; Concrete Diamond Head Profiler; Canal Trimmer; Concrete, Automatic Slip Form Paver (Assistant to the Operator required); Crane, Boom Truck fifty (50) ton and with over one hundred fifty foot (150') boom and over; Crane, Floating (derrick barge) thirty (30) ton but less than one hundred fifty (150) ton; Crane, Cableway twenty-five (25) ton and over; Crane, Floating Clamshell three (3) cu. Yds. And over; Crane, ninety (90) ton through one hundred ninety nine (199) ton up to and including two hundred foot (200') of boom (including jib inserts and/or attachments); Crane, fifty (50) ton through eighty nine (89) ton with over one hundred fifty foot (150') boom (including jib inserts and/or attachments); Crane, Whirley under ninety (90) ton; Crusher Plant; Excavator over one hundred thirty thousand (130,000) lbs.; Loader one hundred twenty thousand (120,000) lbs. and above; Remote Controlled Earth Moving Equipment; Shovel, Dragline, Clamshell, five (5) cu. Yds. And over; Underwater Equipment remote or otherwise, when used in construction work; Wheel Excavator any size

Group 3

Bulldozer, over seventy thousand (70,000) lbs. up to and including one hundred twenty thousand (120,000) lbs.; Crane, Boom Truck fifty (50) ton and over with less than one hundred fifty foot (150') boom; Crane, fifty (50) ton through eighty nine (89) ton with one hundred fifty foot (150') boom or less (including jib inserts and/or attachments); Crane, Shovel, Dragline or Clamshell three (3) cu. yds. but less than five (5) cu. Yds.; Excavator over eighty thousand (80,000) lbs. through one hundred thirty thousand (130,000) lbs.; Loader sixty thousand (60,000) lbs. and less than one hundred twenty thousand (120,000) lbs.

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Group 4

Asphalt, Screed; Asphalt Paver; Asphalt Roto-Mill, pavement profiler, under eight foot (8') lateral cut; Asphalt, Material Transfer Vehicle Operator; Back Filling Machine; Backhoe, Robotic, track and wheel type up to and including twenty thousand (20,000) lbs. with any attachments; Blade (any type); Boatman; Boring Machine; Bulldozer over twenty thousand (20,000) lbs. and more than one hundred (100) horse up to seventy thousand (70,000) lbs.; Cable-Plow (any type); Cableway up to twenty five (25) ton; Cat Drill (John Henry); Chippers; Compactor, multi-engine; Compactor, Robotic; Compactor with blade self-propelled; Concrete, Breaker; Concrete, Grout Plant; Concrete, Mixer Mobile; Concrete, Paving Road Mixer; Concrete, Reinforced Tank Banding Machine; Crane, Boom Truck twenty (20) ton and under fifty (50) ton; Crane, Bridge Locomotive, Gantry and Overhead; Crane, Carry Deck; Crane, Chicago Boom and similar types; Crane, Derrick Operator, under one hundred (100) ton; Crane, Floating Clamshell, Dragline, etc. Operator, under three (3) cu. yds. Or less than thirty (30) ton; Crane, under fifty (50) ton; Crane, Quick Tower under one hundred foot (100') in height and less than one hundred fifty foot (150') jib (on rail included); Diesel-Electric Engineer (Plant or Floating); Directional Drill over twenty thousand (20,000) lbs. pullback; Drill Cat Operator; Drill Doctor and/or Bit Grinder; Driller, Percussion, Diamond, Core, Cable, Rotary and similar type; Excavator Operator over twenty thousand (20,000) lbs. through eighty thousand (80,000) lbs.; Generator Operator; Grade-all; Guardrail Machines, i.e. punch, auger, etc.; Hammer Operator (Piledriver); Hoist, stiff leg, guy derrick or similar type, fifty (50) ton and over; Hoist, two (2) drums or more; Hydro Axe (loader mounted or similar type); Jack Operator, Elevating Barges, Barge Operator, self-unloading; Loader Operator, front end and overhead, twenty five thousand (25,000) lbs. and less than sixty thousand (60,000) lbs.; Log Skidders; Piledriver Operator (not crane type); Pipe, Bending, Cleaning, Doping and Wrapping Machines; Rail, Ballast Tamper Multi-Purpose; Rubber-tired Dozers and Pushers; Scraper, all types; Side-Boom; Skip Loader, Drag Box; Strump Grinder (loader mounted or similar type); Surface Heater and Planer; Tractor, rubber-tired, over fifty (50) HP Flywheel; Trenching Machine three foot (3') depth and deeper; Tub Grinder (used for wood debris); Tunnel Boring Machine Mechanic; Tunnel, Mucking Machine; Ultra High Pressure Water Jet Cutting Tool System Operator; Vacuum Blasting Machine Operator; Water pulls, Water wagons

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Group 5

Asphalt, Extrusion Machine; Asphalt, Roller (any asphalt mix); Asphalt, Roto-Mill pavement profiler ground man; Bulldozer, twenty thousand (20,000) lbs. or less, or one hundred (100) horse or less; Cement Pump; Chip Spreading Machine; Churn Drill and Earth Boring Machine; Compactor, self-propelled without blade; Compressor, (any power) one thousand two hundred fifty (1,250) cu. ft. and over, total capacity; Concrete, Batch Plant Quality control; Concrete, Combination Mixer and compressor operator, gunite work; Concrete, Curb Machine, Mechanical Berm, Curb and/or Curb and Gutter; Concrete, Finishing Machine; Concrete, Grouting Machine; Concrete, Internal Full Slab Vibrator Operator; Concrete, Joint Machine; Concrete, Mixer single drum, any capacity; Concrete, Paving Machine eight foot (8') or less; Concrete, Planer; Concrete, Pump; Concrete, Pump Truck; Concrete, Pumpcrete Operator (any type); Concrete, Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Conveyored Material Hauler; Crane, Boom Truck under twenty (20) tons; Crane, Boom Type lifting device, five (5) ton capacity or less; Drill, Directional type less than twenty thousand (20,000) lbs. pullback; Fork Lift, over ten (10) ton or Robotic; Helicopter Hoist; Hoist Operator, single drum; Hydraulic Backhoe track type up to and including twenty thousand (20,000) lbs.; Hydraulic Backhoe wheel type (any make); Laser Screed; Loaders, rubber-tired type, less than twenty five thousand (25,000) lbs.; Pavement Grinder and/or Grooving Machine (riding type); Pipe, cast in place Pipe Laying Machine; Pulva-Mixer or similar types; Pump Operator, more than five (5) pumps (any size); Rail, Ballast Compactor, Regulator, or Tamper machines; Service Oiler (Greaser); Sweeper Self-Propelled; Tractor, Rubber-Tired, fifty (50) HP flywheel and under; Trenching Machine Operator, maximum digging capacity three foot (3') depth; Tunnel, Locomotive, Dinkey; Tunnel, Power Jumbo setting slip forms, etc.

Group 6

Asphalt, Pugmill (any type); Asphalt, Raker; Asphalt, Truck Mounted Asphalt Spreader, with Screed; Auger Oiler; Boatman; Bobcat, skid steed (less than one (1) yard); Broom, self-propelled; Compressor Operator (any power) under 1,250 cu. ft. total capacity; Concrete Curing Machine (riding type); Concrete Saw; Conveyor Operator or Assistant; Crane, Tugger; Crusher Feederman; Crusher Oiler; Deckhand; Drill, Directional Locator; Fork Lift; Grade Checker; Guardrail Punch Oiler; Hydrographic Seeder Machine, straw, pulp or seed; Hydrostatic Pump Operator; Mixer Box (CTB, dry batch, etc.); Oiler; Plant Oiler; Pump (any power); Rail, Brakeman, Switchman, Motorman; Rail, Tamping Machine, mechanical, self-propelled; Rigger; Roller grading (not asphalt); Truck, Crane Oiler-Driver

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IRON0014-005 01/02/2023

ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND ORIELLE, SPOKANE, STEVENS, WALLA WALLA AND WHITMAN COUNTIES

	Rates	Fringes
IRONWORKER	$ 37.11	31.57

IRON0029-002 01/02/2023

CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHKAIKUM COUNTIES

	Rates	Fringes
IRONWORKER	$ 42.27	32.57

IRON0086-002 01/02/2023

YAKIMA, KITTITAS AND CHELAN COUNTIES

	Rates	Fringes
IRONWORKER	$ 37.11	31.57

IRON0086-004 01/02/2023

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PIERCE, SKAGIT, SNOHOMISH, THURSTON, AND WHATCOM COUNTIES

	Rates	Fringes
IRONWORKER	$ 50.90	32.57

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* LABO0238-004 06/01/2023

A-1 AREA: ASOTIN, BENTON, FRANKLIN, GARFIELD, LINCOLN, SPOKANE, WALLA WALLA, & WHITMAN COUNTIES

A-2 AREA: ADAMS, COLUMBIA,DOUGLAS (East of 120th Meridian), FERRY, GRANT, OKANOGAN, PEND OREILLE, & STEVENS COUNTIES

	Rates	Fringes
LABORER (A-1)		
GROUP 1	**$ 30.88**	**15.70**
GROUP 2	**$ 33.72**	**15.70**
GROUP 3	**$ 34.03**	**15.70**
GROUP 4	**$ 34.33**	**15.70**
GROUP 5	**$ 34.64**	**15.70**
LABORER (A-2)		
GROUP 1	$ 33.88	15.60
GROUP 2	$ 36.72	15.60
GROUP 3	$ 37.03	15.60
GROUP 4	$ 37.33	15.60
GROUP 5	$ 37.64	15.60

Zone Differential (Add to Zone 1 rate): $2.00

BASE POINTS: Spokane, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office.
Zone 2: 45 radius miles and over from the main post office.

LABORERS CLASSIFICATIONS

GROUP 1: Flagman; Landscape Laborer; Scaleman; Traffic Control Maintenance Laborer (to include erection and maintenance of barricades, signs and relief of flagperson); Window Washer/Cleaner (detail cleanup, such as, but not limited to cleaning floors, ceilings, walls, windows, etc. prior to final acceptance by the owner)

GROUP 2: Asbestos Abatement Worker; Brush Hog Feeder; Carpenter Tender; Cement Handler; Clean-up Laborer; Concrete Crewman (to include stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, pumpcrete machine, signaling, handling the nozzle of squeezcrete or similar machine,6 inches and smaller); Confined Space Attendant; Concrete Signalman; Crusher Feeder; Demolition (to include clean-up, burning, loading, wrecking and salvage of all material); Dumpman; Fence Erector; Firewatch; Form Cleaning Machine Feeder, Stacker; General Laborer; Grout Machine Header Tender; Guard Rail (to include guard rails, guide and reference posts, sign posts, and right-of-way markers); Hazardous Waste Worker, Level D (no respirator is used and skin protection is minimal); Miner, Class ""A"" (to include

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all bull gang, concrete crewman, dumpman and pumpcrete crewman, including distributing pipe, assembly & dismantle, and nipper); Nipper; Riprap Man; Sandblast Tailhoseman; Scaffold Erector (wood or steel); Stake Jumper; Structural Mover (to include separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailhoseman (water nozzle); Timber Bucker and Faller (by hand); Track Laborer (RR); Truck Loader; Well-Point Man; All Other Work Classifications Not Specially Listed Shall Be Classified As General Laborer

GROUP 3: Asphalt Roller, walking; Cement Finisher Tender; Concrete Saw, walking; Demolition Torch; Dope Pot Firemen, non-mechanical; Driller Tender (when required to move and position machine); Form Setter, Paving; Grade Checker using level; Hazardous Waste Worker, Level C (uses a chemical ""splash suit"" and air purifying respirator); Jackhammer Operator; Miner, Class ""B"" (to include brakeman, finisher, vibrator, form setter); Nozzleman (to include squeeze and flo-crete nozzle); Nozzleman, water, air or steam; Pavement Breaker (under 90 lbs.); Pipelayer, corrugated metal culvert; Pipelayer, multi- plate; Pot Tender; Power Buggy Operator; Power Tool Operator, gas, electric, pneumatic; Railroad Equipment, power driven, except dual mobile power spiker or puller; Railroad Power Spiker or Puller, dual mobile; Rodder and Spreader; Tamper (to include operation of Barco, Essex and similar tampers); Trencher, Shawnee; Tugger Operator; Wagon Drills; Water Pipe Liner; Wheelbarrow (power driven)

GROUP 4: Air and Hydraulic Track Drill; Aspahlt Raker;Brush Machine (to include horizontal construction joint cleanup brush machine, power propelled); Caisson Worker, free air; Chain Saw Operator and Faller; Concrete Stack (to include laborers when laborers working on free standing concrete stacks for smoke or fume control above 40 feet high); Gunite (to include operation of machine and nozzle); Hazardous Waste Worker, Level B (uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical ""splash suit""); High Scaler; Laser Beam Operator (to include grade checker and elevation control); Miner, Class C (to include miner, nozzleman for concrete, laser beam operator and rigger on tunnels); Monitor Operator (air track or similar mounting); Mortar Mixer; Nozzleman (to include jet blasting nozzleman, over 1,200 lbs., jet blast machine power propelled, sandblast nozzle); Pavement Breaker (90 lbs. and over); Pipelayer (to include working topman, caulker, collarman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer); Pipewrapper; Plasterer Tender; Vibrators (all)

GROUP 5 - Drills with Dual Masts; Hazardous Waste Worker, Level A (utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line); Miner Class ""D"", (to include raise and shaft miner, laser beam operator on riases and shafts)

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* LABO0238-006 06/01/2023

COUNTIES EAST OF THE 120TH MERIDIAN: ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND OREILLE, STEVENS, SPOKANE, WALLA WALLA, WHITMAN

	Rates	Fringes
Hod Carrier....	**$ 34.97**	**15.70**

LABO0242-003 06/01/2022

KING COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	$ 29.82	13.80
GROUP 2A.....	$ 34.20	13.80
GROUP 3.....	$ 42.86	13.80
GROUP 4.....	$ 43.90	13.80
GROUP 5.....	$ 44.62	13.80
Group 6.....	$ 45.91	13.90

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $1.00
ZONE 3 - $1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $2.25

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LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2A: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical ""splash suit"" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical ""splash suit""); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

Group 6: Miner

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LABO0252-010 06/01/2022

CLALLAM, GRAYS HARBOR, JEFFERSON, KITSAP, LEWIS, MASON, PACIFIC (EXCLUDING SOUTHWEST), PIERCE, AND THURSTON COUNTIES

	Rates	Fringes
LABORER		
GROUP 1	$ 29.82	13.80
GROUP 2	$ 34.20	13.80
GROUP 3	$ 42.86	13.80
GROUP 4	$ 43.90	13.80
GROUP 5	$ 44.62	13.80

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $1.00
ZONE 3 - $1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

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GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical ""splash suit"" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical ""splash suit""); Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Grade Checker and Transit Person; High Scaler; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

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LABO0292-008 06/01/2022

ISLAND, SAN JUAN, SKAGIT, SNOHOMISH, AND WHATCOM COUNTIES

	Rates	Fringes
LABORER		
GROUP 1	$ 29.82	13.80
GROUP 2	$ 34.20	13.80
GROUP 3	$ 42.86	13.80
GROUP 4	$ 43.90	13.80
GROUP 5	$ 44.62	13.80

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $1.00
ZONE 3 - $1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

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GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical ""splash suit"" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical ""splash suit""); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

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LABO0335-001 06/01/2022

CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH OF A STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY LINE OF WAHKIAKUM COUNTY WEST TO THE PACIFIC OCEAN), SKAMANIA AND WAHKIAKUM COUNTIES

	Rates	Fringes
Laborers:		
ZONE 1:		
GROUP 1	$ 37.98	13.80
GROUP 2	$ 38.76	13.80
GROUP 3	$ 39.35	13.80
GROUP 4	$ 39.85	13.80
GROUP 5	$ 34.75	13.80
GROUP 6	$ 31.61	13.80
GROUP 7	$ 27.44	13.80

Zone Differential (Add to Zone 1 rates):
Zone 2 $ 0 65
Zone 3 - 1.15
Zone 4 - 1.70
Zone 5 - 2.75

BASE POINTS: LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city all.
ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.
ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.
ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.
ZONE 5: More than 80 miles from the respective city hall.

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Plant Laborers, Asphalt Spreaders; Batch Weighman; Broomers; Brush Burners and Cutters; Car and Truck Loaders; Carpenter Tender; Change-House Man or Dry Shack Man; Choker Setter; Clean-up Laborers; Curing, Concrete; Demolition, Wrecking and Moving Laborers; Dumpers, road oiling crew; Dumpmen (for grading crew); Elevator Feeders; Median Rail Reference Post, Guide Post, Right of Way Marker; Fine Graders; Fire Watch; Form Strippers (not swinging stages); General Laborers; Hazardous Waste Worker; Leverman or Aggregate Spreader (Flaherty and similar types); Loading Spotters; Material Yard Man (including electrical); Pittsburgh Chipper Operator or Similar Types; Railroad Track Laborers; Ribbon Setters (including steel forms); Rip Rap Man (hand placed); Road Pump Tender; Sewer Labor; Signalman; Skipman; Slopers; Spraymen; Stake Chaser; Stockpiler; Tie Back Shoring; Timber Faller and Bucker (hand labor); Toolroom Man (at job site); Tunnel Bullgang (above ground); Weight-Man- Crusher (aggregate when used)

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GROUP 2: Applıcator (ıncludıng pot power tender for same), applyıng protectıve materıal by hand or nozzle on utılıty lınes or storage tanks on project; Brush Cutters (power saw); Burners; Choker Splıcer; Clary Power Spreader and sımılar types; Clean- up Nozzleman-Green Cutter (concrete, rock, etc.); Concrete Power Buggyman; Concrete Laborer; Crusher Feeder; Demolıtıon and Wreckıng Charred Materıals; Gunıte Nozzleman Tender; Gunite or Sand Blastıng Pot Tender; Handlers or Mıxers of all Materıals of an irrıtatıng nature (ıncludıng cement and lıme); Tool Operators (includes but not lımıted to: Dry Pack Machıne; Jackhammer; Chıpping Guns; Pavıng Breakers); Pıpe Dopıng and Wrappıng; Post Hole Dıgger, aır, gas or electric; Vıbratıng Screed; Tampers; Sand Blastıng (Wet); Stake-Setter; Tunnel-Muckers, Brakemen, Concrete Crew, Bullgang (underground)

GROUP 3: Asbestos Removal; Bıt Grınder; Drıll Doctor; Drıll Operators, aır tracks, cat drills, wagon drılls, rubber-mounted drılls, and other sımılar types ıncludıng at crusher plants; Gunıte Nozzleman; Hıgh Scalers, Strıppers and Drıllers (covers work ın swınging stages, chaırs or belts, under extreme condıtions unusual to normal drillıng, blasting, barrıng-down, or slopıng and strıpping); Manhole Builder; Powdermen; Concrete Saw Operator; Pwdermen; Power Saw Operators (Buckıng and Falling); Pumpcrete Nozzlemen; Sand Blastıng (Dry); Sewer Tımberman; Track Lıners, Anchor Machines, Ballast Regulators, Multıple Tampers, Power Jacks, Tugger Operator; Tunnel-Chuck Tenders, Nıppers and Timbermen; Vibrator; Water Blaster

GROUP 4: Asphalt Raker; Concrete Saw Operator (walls); Concrete Nozzelman; Grade Checker; Pipelayer; Laser Beam (pıpelayıng)-applıcable when employee assigned to move, set up, align; Laser Beam; Tunnel Miners; Motorman-Dınky Locomotive-Tunnel; Powderman-Tunnel; Shıeld Operator-Tunnel

GROUP 5: Traffıc Flaggers

GROUP 6: Fence Builders

GROUP 7: Landscapıng or Plantıng Laborers

LABO0335-019 06/01/2022

	Rates	Frınges
Hod Carrıer	$ 37.98	13.80

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LABO0348-003 06/01/2022

CHELAN, DOUGLAS (W OF 12TH MERIDIAN), KITTITAS, AND YAKIMA COUNTIES

	Rates	Fringes
LABORER		
GROUP 1	$ 25.37	13.80
GROUP 2	$ 29.16	13.80
GROUP 3	$ 31.94	13.80
GROUP 4	$ 32.72	13.80
GROUP 5	$ 32.09	13.19

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $1.00
ZONE 3 - $1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

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GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical ""splash suit"" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical ""splash suit""); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

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PAIN0005-002 07/01/2022

STATEWIDE EXCEPT CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHKIAKUM COUNTIES

	Rates	Fringes
Painters:		
STRIPERS	$ 33.37	18.53

PAIN0005-004 03/01/2009

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES

	Rates	Fringes
PAINTER	$ 20.82	7.44

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* PAIN0005-006 07/01/2018

ADAMS, ASOTIN; BENTON AND FRANKLIN (EXCEPT HANFORD SITE); CHELAN, COLUMBIA, DOUGLAS, FERRY, GARFIELD, GRANT, KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA COUNTIES

	Rates	Fringes
PAINTER		
Application of Cold Tar Products, Epoxies, Polyurethanes, Acids, Radiation Resistant Material, Water and Sandblasting	$ 30.19	11.71
Over 30'/Swing Stage Work	$ 22.20	7.98
Brush, Roller, Striping, Steam-cleaning and Spray	$ 22.94	11.61
Lead Abatement, Asbestos Abatement	$ 21.50	7.98

*$.70 shall be paid over and above the basic wage rates listed for work on swing stages and high work of over 30 feet.

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PAIN0055-003 07/01/2023

CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHKIAKUM COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller	$ 35.45	14.92
Spray and Sandblasting	$ 35.45	14.92

All high work over 60 ft. = base rate + $0.75

PAIN0055-006 01/01/2022

CLARK, COWLITZ, KLICKITAT, SKAMANIA and WAHKIAKUM COUNTIES

	Rates	Fringes
Painters:		
HIGHWAY & PARKING LOT STRIPER	$ 48.17	16.00

PLAS0072-004 06/01/2023

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN, AND YAKIMA COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
ZONE 1	$ 38.05	16.89

Zone Differential (Add to Zone 1 rate): Zone 2 - $3.00

BASE POINTS: Spokane, Pasco, Lewiston; Wenatchee
Zone 1: 0 - 45 radius miles from the main post office
Zone 2: Over 45 radius miles from the main post office

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PLAS0528-001 06/01/2023

CLALLAM, COWLITZ, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC, PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON, WAHKIAKUM AND WHATCOM COUNTIES

	Rates	Fringes
CEMENT MASON		
CEMENT MASON	$ 52.10	20.27
COMPOSITION, TROWEL MACHINE, GRINDER, POWER TOOLS, GUNNITE NOZZLE	$ 52.60	20.27
TROWELING MACHINE OPERATOR ON COMPOSITION	$ 52.60	20.27

PLAS0555-002 06/01/2023

CLARK, KLICKITAT AND SKAMANIA COUNTIES

ZONE 1:

	Rates	Fringes
CEMENT MASON		
CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDED/HANGING SCAFFOLD	$ 45.06	19.95
CEMENT MASONS ON SUSPENDED, SWINGING AND/OR HANGING SCAFFOLD	$ 44.19	19.95
CEMENT MASONS	$ 43.33	19.95
COMPOSITION WORKERS AND POWER MACHINERY OPERATORS	$ 44.19	19.95

Zone Differential (Add To Zone 1 Rates):
Zone 2 - $0.65
Zone 3 - 1.15
Zone 4 - 1.70
Zone 5 - 3.00

BASE POINTS: BEND, CORVALLIS, EUGENE, MEDFORD, PORTLAND, SALEM, THE DALLES, VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall
ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.
ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.
ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.
ZONE 5: More than 80 miles from the respective city hall

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TEAM0037-002 06/01/2020

CLARK, COWLITZ, KLICKITAT, PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), SKAMANIA, AND WAHKIAKUM COUNTIES

	Rates	Fringes
Truck drivers:		
ZONE 1		
GROUP 1	$ 29.33	16.40
GROUP 2	$ 29.46	16.40
GROUP 3	$ 29.60	16.40
GROUP 4	$ 29.89	16.40
GROUP 5	$ 30.03	16.40
GROUP 6	$ 30.31	16.40
GROUP 7	$ 30.53	16.40

Zone Differential (Add to Zone 1 Rates):
Zone 2 - $0.65
Zone 3 - 1.15
Zone 4 - 1.70
Zone 5 - 2.75

BASE POINTS: ASTORIA, THE DALLES, LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall.

ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.

ZONE 5: More than 80 miles from the respective city hall.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: A Frame or Hydra lifrt truck w/load bearing surface; Articulated Dump Truck; Battery Rebuilders; Bus or Manhaul Driver; Concrete Buggies (power operated); Concrete Pump Truck; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations there of: up to and including 10 cu. yds.; Lift Jitneys, Fork Lifts (all sizes in loading, unloading and transporting material on job site); Loader and/or Leverman on Concrete Dry Batch Plant (manually operated); Pilot Car; Pickup Truck; Solo Flat Bed and misc. Body Trucks, 0-10 tons; Truck Tender; Truck Mechanic Tender; Water Wagons (rated capacity) up to 3,000 gallons; Transit Mix and Wet or Dry Mix - 5 cu. yds. and under; Lubrication Man, Fuel Truck Driver, Tireman, Wash Rack, Steam Cleaner or combinations; Team Driver; Slurry Truck Driver or Leverman; Tireman

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GROUP 2: Boom Truck/Hydra-lift or Retracting Crane; Challenger; Dumpsters or similar equipment all sizes; Dump Trucks/Articulated Dumps 6 cu to 10 cu.; Flaherty Spreader Driver or Leverman; Lowbed Equipment, Flat Bed Semi-trailer or doubles transporting equipment or wet or dry materials; Lumber Carrier, Driver-Straddle Carrier (used in loading, unloading and transporting of materials on job site); Oil Distributor Driver or Leverman; Transit mix and wet or dry mix trcuks: over 5 cu. yds. and including 7 cu. yds.; Vacuum Trucks; Water truck/Wagons (rated capacity) over 3,000 to 5,000 gallons

GROUP 3: Ammonia Nitrate Distributor Driver; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 10 cu. yds. and including 30 cu. yds. includes Articulated Dump Trucks; Self-Propelled Street Sweeper; Transit mix and wet or dry mix truck: over 7 cu yds. and including 11 cu yds.; Truck Mechanic-Welder-Body Repairman; Utility and Clean-up Truck; Water Wagons (rated capacity) over 5,000 to 10,000 gallons

GROUP 4: Asphalt Burner; Dump Trucks, side, end and bottom cumps, including Semi-Trucks and Trains or combinations thereof: over 30 cu. yds. and including 50 cu. yds. includes Articulated Dump Trucks; Fire Guard; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 15 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons

GROUP 5: Composite Crewman; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 50 cu. yds. and including 60 cu. yds. includes Articulated Dump Trucks

GROUP 6: Bulk Cement Spreader w/o Auger; Dry Pre-Batch concrete Mix Trucks; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains of combinations thereof: over 60 cu. yds. and including 80 cu. yds., and includes Articulated Dump Trucks; Skid Truck

GROUP 7: Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 80 cu. yds. and including 100 cu. yds., includes Articulated Dump Trucks; Industrial Lift Truck (mechanical tailgate)

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* TEAM0174-001 06/01/2020

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES

	Rates	Fringes
Truck drivers:		
ZONE A:		
GROUP 1:	$ 42.88	20.92
GROUP 2:	$ 42.04	20.92
GROUP 3:	$ 39.23	20.92
GROUP 4:	$ 34.26	20.92
GROUP 5:	$ 42.43	20.92

ZONE B (25-45 miles from center of listed cities*): Add $.70 per hour to Zone A rates.
ZONE C (over 45 miles from centr of listed cities*): Add $1.00 per hour to Zone A rates.

*Zone pay will be calculated from the city center of the following listed cities:

BELLINGHAM	CENTRALIA	RAYMOND	OLYMPIA
EVERETT	SHELTON	ANACORTES	BELLEVUE
SEATTLE	PORT ANGELES	MT. VERNON	KENT
TACOMA	PORT TOWNSEND	ABERDEEN	BREMERTON

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - ""A-frame or Hydralift"" trucks and Boom trucks or similar equipment when ""A"" frame or ""Hydralift"" and Boom truck or similar equipment is used; Buggymobile; Bulk Cement Tanker; Dumpsters and similar equipment, Tournorockers, Tournowagon, Tournotrailer, Cat DW series, Terra Cobra, Le Tourneau, Westinghouse, Athye Wagon, Euclid Two and Four-Wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump Trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with 16 yards to 30 yards capacity: Over 30 yards $.15 per hour additional for each 10 yard increment; Explosive Truck (field mix) and similar equipment; Hyster Operators (handling bulk loose aggregates); Lowbed and Heavy Duty Trailer; Road Oil Distributor Driver; Spreader, Flaherty Transit mix used exclusively in heavy construction; Water Wagon and Tank Truck-3,000 gallons and over capacity

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GROUP 2 - Bulllifts, or similar equipment used in loading or unloading trucks, transporting materials on job site; Dumpsters, and similar equipment, Tournorockers, Tournowagon, Turnotrailer, Cat. D.W. Series, Terra Cobra, Le Tourneau, Westinghouse, Athye wagon, Euclid two and four-wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with less than 16 yards capacity; Flatbed (Dual Rear Axle); Grease Truck, Fuel Truck, Greaser, Battery Service Man and/or Tire Service Man; Leverman and loader at bunkers and batch plants; Oil tank transport; Scissor truck; Slurry Truck; Sno-Go and similar equipment; Swampers; Straddler Carrier (Ross, Hyster) and similar equipment; Team Driver; Tractor (small, rubber-tired)(when used within Teamster jurisdiction); Vacuum truck; Water Wagon and Tank trucks-less than 3,000 gallons capacity; Winch Truck; Wrecker, Tow truck and similar equipment

GROUP 3 - Flatbed (single rear axle); Pickup Sweeper; Pickup Truck. (Adjust Group 3 upward by $2.00 per hour for onsite work only)

GROUP 4 - Escort or Pilot Car

GROUP 5 - Mechanic

HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:
LEVEL C: +$.25 per hour - This level uses an air purifying respirator or additional protective clothing.
LEVEL B: +$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical ""splash suit.""
LEVEL A: +$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

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TEAM0690-004 01/01/2019

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA COUNTIES

	Rates	Fringes
Truck drivers: (AREA 1: SPOKANE ZONE CENTER: Adams, Chelan, Douglas, Ferry, Grant, Kittitas, Lincoln, Okanogan, Pen Oreille, Spokane, Stevens, and Whitman Counties		
AREA 1: LEWISTON ZONE CENTER: Asotin, Columbia, and Garfield Counties		
AREA 2: PASCO ZONE CENTER: Benton, Franklin, Walla Walla and Yakima Counties)		
AREA 1:		
GROUP 1	$ 23.91	17.40
GROUP 2	$ 26.18	17.40
GROUP 3	$ 26.68	17.40
GROUP 4	$ 27.01	17.40
GROUP 5	$ 27.12	17.40
GROUP 6	$ 27.29	17.40
GROUP 7	$ 27.82	17.40
GROUP 8	$ 28.18	17.40
AREA 2:		
GROUP 1	$ 26.05	17.40
GROUP 2	$ 28.69	17.40
GROUP 3	$ 28.80	17.40
GROUP 4	$ 29.13	17.40
GROUP 5	$ 29.24	17.40
GROUP 6	$ 29.24	17.40
GROUP 7	$ 29.78	17.40
GROUP 8	$ 30.10	17.40

Zone Differential (Add to Zone 1 rate: Zone 1 + $2.00)

BASE POINTS: Spokane, Pasco, Lewiston
Zone 1: 0-45 radius miles from the main post office.
Zone 2: Outside 45 radius miles from the main post office

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TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Escort Driver or Pilot Car; Employee Haul; Power Boat Hauling Employees or Material

GROUP 2: Fish Truck; Flat Bed Truck; Fork Lift (3000 lbs. and under); Leverperson (loading trucks at bunkers); Trailer Mounted Hydro Seeder and Mulcher; Seeder & Mulcher; Stationary Fuel Operator; Tractor (small, rubber-tired, pulling trailer or similar equipment)

GROUP 3: Auto Crane (2000 lbs. capacity); Buggy Mobile & Similar; Bulk Cement Tanks & Spreader; Dumptor (6 yds. & under); Flat Bed Truck with Hydraullic System; Fork Lift (3001-16,000 lbs.); Fuel Truck Driver, Steamcleaner & Washer; Power Operated Sweeper; Rubber-tired Tunnel Jumbo; Scissors Truck; Slurry Truck Driver; Straddle Carrier (Ross, Hyster, & similar); Tireperson; Transit Mixers & Truck Hauling Concrete (3 yd. to & including 6 yds.); Trucks, side, end, bottom & articulated end dump (3 yards to and including 6 yds.); Warehouseperson (to include shipping & receiving); Wrecker & Tow Truck

GROUP 4: A-Frame; Burner, Cutter, & Welder; Service Greaser; Trucks, side, end, bottom & articulated end dump (over 6 yards to and including 12 yds.); Truck Mounted Hydro Seeder; Warehouseperson; Water Tank truck (0-8,000 gallons)

GROUP 5: Dumptor (over 6 yds.); Lowboy (50 tons & under); Self- loading Roll Off; Semi-Truck & Trailer; Tractor with Steer Trailer; Transit Mixers and Trucks Hauling Concrete (over 6 yds. to and including 10 yds.); Trucks, side, end, bottom and end dump (over 12 yds. to & including 20 yds.); Truck-Mounted Crane (with load bearing surface either mounted or pulled, up to 14 ton); Vacuum Truck (super sucker, guzzler, etc.)

GROUP 6: Flaherty Spreader Box Driver; Flowboys; Fork Lift (over 16,000 lbs.); Dumps (Semi-end); Mechanic (Field); Semi- end Dumps; Transfer Truck & Trailer; Transit Mixers & Trucks Hauling Concrete (over 10 yds. to & including 20 yds.); Trucks, side, end, bottom and articulated end dump (over 20 yds. to & including 40 yds.); Truck and Pup; Tournarocker, DWs & similar with 2 or more 4 wheel-power tractor with trailer, gallonage or yardage scale, whichever is greater Water Tank Truck (8,001- 14,000 gallons); Lowboy(over 50 tons)

GROUP 7: Oil Distributor Driver; Stringer Truck (cable oeprated trailer); Transit Mixers & Trucks Hauling Concrete (over 20 yds.); Truck, side, end, bottom end dump (over 40 yds. to & including 100 yds.); Truck Mounted Crane (with load bearing surface either mounted or pulled (16 through 25 tons);

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GROUP 8: Prime Movers and Stinger Truck; Trucks, side, end, bottom and articulated end dump (over 100 yds.); Helicopter Pilot Hauling Employees or Materials

Footnote A - Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in additon to the classification working in as follows:

LEVEL C-D: - $.50 PER HOUR (This is the lowest level of protection. This level may use an air purifying respirator or additional protective clothing.

LEVEL A-B: - $1.00 PER HOUR (Uses supplied air is conjunction with a chemical spash suit or fully encapsulated suit with a self-contained breathing apparatus.

Employees shall be paid Hazmat pay in increments of four(4) and eight(8) hours.

NOTE:
Trucks Pulling Equipment Trailers: shall receive $.15/hour over applicable truck rate

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those

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classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the

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interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

State of Washington
Department of Labor & Industries
Prevailing Wage Section - Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage
The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 6/5/2024

County	Trade	Job Classification	Wage	Holiday	Overtime	Note	*Risk Class
Benton	Asbestos Abatement Workers	Journey Level	$49.52	7B	1M	8Z	View
Benton	Boilermakers	Journey Level	$74.29	5N	1C		View
Benton	Brick Mason	Journey Level	$57.54	5A	1M		View
Benton	Building Service Employees	Janitor	$16.28		1		View
Benton	Building Service Employees	Shampooer	$16.28		1		View
Benton	Building Service Employees	Waxer	$16.28		1		View
Benton	Building Service Employees	Window Cleaner	$16.28		1		View
Benton	Cabinet Makers (In Shop)	Journey Level	$16.28		1		View
Benton	Carpenters	Acoustical Worker	$55.87	7E	4X	8N	View
Benton	Carpenters	Bridge, Dock & Wharf Carpenter	$61.94	7E	4X	8N	View
Benton	Carpenters	Floor Layer & Floor Finisher	$55.87	7E	4X	8N	View
Benton	Carpenters	Form Builder	$55.87	7E	4X	8N	View
Benton	Carpenters	General Carpenter	$55.87	7E	4X	8N	View
Benton	Carpenters	Heavy Construction Carpenter	$59.87	7E	4X	9E	View
Benton	Carpenters	Scaffold/Shoring Erecting & Dismantling	$59.87	7E	4X	8N	View

Benton	Cement Masons	Journey Level	$54.94	7B	1N		View
Benton	Divers & Tenders	Assistant Tender	$62.89	7E	4X	8J	View
Benton	Divers & Tenders	Bell/Vehicle or Submersible Operator Not Under Pressure	$66.15	7E	4X	8J	View
Benton	Divers & Tenders	Dive Supervisors	$119.70	7E	4X		View
Benton	Divers & Tenders	Diver	$118.20	7E	4X	8I	View
Benton	Divers & Tenders	Diver on Standby	$67.15	7E	4X	8J	View
Benton	Divers & Tenders	Diver Tender	$66.15	7E	4X	8J	View
Benton	Divers & Tenders	Diving Master	$78.86	7E	4X	8J	View
Benton	Divers & Tenders	Manifold Operator	$66.15	7E	4X	8J	View
Benton	Divers & Tenders	Manifold Operator Mixed Gas	$70.15	7E	4X	8J	View
Benton	Divers & Tenders	Remote Operated Vehicle Operator	$66.15	7E	4X	8J	View
Benton	Divers & Tenders	Remote Operated Vehicle Tender/Technician	$62.94	7E	4X	8J	View
Benton	Dredge Workers	Assistant Engineer	$79.62	5D	3F		View
Benton	Dredge Workers	Assistant Mate (Deckhand)	$79.01	5D	3F		View
Benton	Dredge Workers	Boatmen	$79.62	5D	3F		View
Benton	Dredge Workers	Engineer Welder	$81.15	5D	3F		View
Benton	Dredge Workers	Leverman, Hydraulic	$82.77	5D	3F		View
Benton	Dredge Workers	Mates	$79.62	5D	3F		View
Benton	Dredge Workers	Oiler	$79.01	5D	3F		View
Benton	Drywall Applicator	Journey Level	$56.68	15O	11S		View
Benton	Drywall Tapers	Journey Level	$56.68	15O	11S		View
Benton	Electrical Fixture Maintenance Workers	Journey Level	$34.23		1		View
Benton	Electricians - Inside	Cable Splicer	$82.37	5A	11F		View
Benton	Electricians - Inside	Journey Level	$79.54	5A	11F		View
Benton	Electricians - Inside	Welder	$85.21	5A	11F		View
Benton	Electricians - Motor Shop	Craftsman	$16.28		1		View
Benton	Electricians - Motor Shop	Journey Level	$16.28		1		View
Benton	Electricians - Powerline Construction	Cable Splicer	$93.00	5A	4D		View
Benton	Electricians - Powerline Construction	Certified Line Welder	$85.42	5A	4D		View

Benton	Electricians - Powerline Construction	Groundperson	$55.27	5A	4D		View
Benton	Electricians - Powerline Construction	Heavy Line Equipment Operator	$85.42	5A	4D		View
Benton	Electricians - Powerline Construction	Journey Level Lineperson	$85.42	5A	4D		View
Benton	Electricians - Powerline Construction	Line Equipment Operator	$73.35	5A	4D		View
Benton	Electricians - Powerline Construction	Meter Installer	$55.27	5A	4D	8W	View
Benton	Electricians - Powerline Construction	Pole Sprayer	$85.42	5A	4D		View
Benton	Electricians - Powerline Construction	Powderperson	$63.50	5A	4D		View
Benton	Electronic Technicians	Journey Level	$53.13	5I	1B		View
Benton	Elevator Constructors	Mechanic	$111.26	7D	4A		View
Benton	Elevator Constructors	Mechanic In Charge	$120.27	7D	4A		View
Benton	Fabricated Precast Concrete Products	Journey Level	$16.28		1		View
Benton	Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	$16.28		1		View
Benton	Fence Erectors	Fence Erector	$49.52	7B	1M	8Z	View
Benton	Flaggers	Journey Level	$46.68	7B	1M	8Z	View
Benton	Glaziers	Journey Level	$43.70	7L	4L		View
Benton	Heat & Frost Insulators And Asbestos Workers	Journey Level	$62.55	5K	1U		View
Benton	Heating Equipment Mechanics	Journey Level	$75.05	5A	1X		View
Benton	Hod Carriers & Mason Tenders	Journey Level	$51.11	7B	1M	8Z	View
Benton	Industrial Power Vacuum Cleaner	Journey Level	$16.28		1		View
Benton	Inland Boatmen	Journey Level	$16.28		1		View
Benton	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	$16.28		1		View
Benton	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	$16.28		1		View
Benton	Inspection/Cleaning/Sealing Of Sewer & Water Systems	Head Operator	$16.28		1		View

	By Remote Control						
Benton	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	$16.28		1		View
Benton	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	$16.28		1		View
Benton	Insulation Applicators	Journey Level	$55.87	7E	4X	8N	View
Benton	Ironworkers	Journeyman	$71.42	15K	11N		View
Benton	Laborers	Air And Hydraulic Track Drill	$50.13	7B	1M	8Z	View
Benton	Laborers	Asphalt Raker	$50.13	7B	1M	8Z	View
Benton	Laborers	Asphalt Roller, Walking	$49.83	7B	1M	8Z	View
Benton	Laborers	Brick Pavers	$49.52	7B	1M	8Z	View
Benton	Laborers	Brush Hog Feeder	$49.52	7B	1M	8Z	View
Benton	Laborers	Brush Machine	$50.13	7B	1M	8Z	View
Benton	Laborers	Caisson Worker, Free Air	$50.13	7B	1M	8Z	View
Benton	Laborers	Carpenter Tender	$49.52	7B	1M	8Z	View
Benton	Laborers	Cement Finisher Tender	$49.83	7B	1M	8Z	View
Benton	Laborers	Cement Handler	$49.52	7B	1M	8Z	View
Benton	Laborers	Chain Saw Operator & Faller	$50.13	7B	1M	8Z	View
Benton	Laborers	Clean-up Laborer	$49.52	7B	1M	8Z	View
Benton	Laborers	Compaction Equipment	$49.83	7B	1M	8Z	View
Benton	Laborers	Concrete Crewman	$49.52	7B	1M	8Z	View
Benton	Laborers	Concrete Saw, Walking	$49.83	7B	1M	8Z	View
Benton	Laborers	Concrete Signalman	$49.52	7B	1M	8Z	View
Benton	Laborers	Concrete Stack	$50.13	7B	1M	8Z	View
Benton	Laborers	Confined Space Attendant	$49.52	7B	1M	8Z	View
Benton	Laborers	Construction Specialist	$50.33	7B	1M	8Z	View
Benton	Laborers	Crusher Feeder	$49.52	7B	1M	8Z	View
Benton	Laborers	Demolition	$49.52	7B	1M	8Z	View
Benton	Laborers	Demolition Torch	$49.83	7B	1M	8Z	View

Benton	Laborers	Dope Pot Fireman, Non-mechanical	$49.83	7B	1M	8Z	View
Benton	Laborers	Driller Helper (when Required To Move & Position Machine)	$49.83	7B	1M	8Z	View
Benton	Laborers	Drills With Dual Masts	$50.44	7B	1M	8Z	View
Benton	Laborers	Dry Stack Walls	$49.52	7B	1M	8Z	View
Benton	Laborers	Dumpman	$49.52	7B	1M	8Z	View
Benton	Laborers	Erosion Control Laborer	$49.52	7B	1M	8Z	View
Benton	Laborers	Firewatch	$49.52	7B	1M	8Z	View
Benton	Laborers	Form Cleaning Machine Feeder, Stacker	$49.52	7B	1M	8Z	View
Benton	Laborers	Form Setter, Paving	$49.83	7B	1M	8Z	View
Benton	Laborers	General Laborer	$49.52	7B	1M	8Z	View
Benton	Laborers	Grade Checker	$52.34	7B	1M	8Z	View
Benton	Laborers	Grout Machine Header Tender	$49.52	7B	1M	8Z	View
Benton	Laborers	Guard Rail	$49.52	7B	1M	8Z	View
Benton	Laborers	Gunite	$50.13	7B	1M	8Z	View
Benton	Laborers	Hazardous Waste Worker (level A)	$50.44	7B	1M	8Z	View
Benton	Laborers	Hazardous Waste Worker (level B)	$50.13	7B	1M	8Z	View
Benton	Laborers	Hazardous Waste Worker (level C)	$49.83	7B	1M	8Z	View
Benton	Laborers	Hazardous Waste Worker (level D)	$49.52	7B	1M	8Z	View
Benton	Laborers	Hdpe Or Similar Liner Installer	$49.52	7B	1M	8Z	View
Benton	Laborers	High Scaler	$50.13	7B	1M	8Z	View
Benton	Laborers	Industrial Technician	$67.55	7B	1M	8Z	View
Benton	Laborers	Jackhammer Operator Miner, Class "b"	$49.83	7B	1M	8Z	View
Benton	Laborers	Laser Beam Operator	$50.13	7B	1M	8Z	View

Benton	Laborers	Miner, Class "a"	$49.52	7B	1M	8Z	View
Benton	Laborers	Miner, Class "c"	$50.13	7B	1M	8Z	View
Benton	Laborers	Miner, Class "d"	$50.44	7B	1M	8Z	View
Benton	Laborers	Monitor Operator, Air Track Or Similar Mounting	$50.13	7B	1M	8Z	View
Benton	Laborers	Mortar Mixer	$50.13	7B	1M	8Z	View
Benton	Laborers	Nipper	$49.52	7B	1M	8Z	View
Benton	Laborers	Nozzleman	$50.13	7B	1M	8Z	View
Benton	Laborers	Nozzleman, Water (to Include Fire Hose), Air Or Steam	$49.83	7B	1M	8Z	View
Benton	Laborers	Pavement Breaker, 90 Lbs. & Over	$50.13	7B	1M	8Z	View
Benton	Laborers	Pavement Breaker, Under 90 Lbs.	$49.83	7B	1M	8Z	View
Benton	Laborers	Pilot Car	$46.68	7B	1M	8Z	View
Benton	Laborers	Pipelayer	$50.13	7B	1M	8Z	View
Benton	Laborers	Pipelayer, Corrugated Metal Culvert And Multi-Plate	$50.13	7B	1M	8Z	View
Benton	Laborers	Pipewrapper	$50.13	7B	1M	8Z	View
Benton	Laborers	Plasterer Tenders	$50.13	7B	1M	8Z	View
Benton	Laborers	Pot Tender	$49.83	7B	1M	8Z	View
Benton	Laborers	Powderman	$51.97	7B	1M	8Z	View
Benton	Laborers	Powederman Helper	$49.83	7B	1M	8Z	View
Benton	Laborers	Power Buggy Operator	$49.83	7B	1M	8Z	View
Benton	Laborers	Power Tool Operator, Gas, Electric, Pneumatic	$49.83	7B	1M	8Z	View
Benton	Laborers	Rad-Con Technician	$67.55	7B	1M	8Z	View
Benton	Laborers	Railroad Equipment, Power Driven, Except Dual Mobile	$49.83	7B	1M	8Z	View

Benton	Laborers	Railroad Power Spiker Or Puller, Dual Mobile	$49.83	7B	1M	8Z	View
Benton	Laborers	Remote Equipment Operator	$50.44	7B	1M	8Z	View
Benton	Laborers	Remote Equipment Operator (i.e Compaction And Demolition)	$49.83	7B	1M	8Z	View
Benton	Laborers	Rigger/signal Person	$49.83	7B	1M	8Z	View
Benton	Laborers	Riprap Person	$49.52	7B	1M	8Z	View
Benton	Laborers	Rodder & Spreader	$49.83	7B	1M	8Z	View
Benton	Laborers	Sand Hogs Under Compressed Air Conditions	$282.20	7B	1M	8Z	View
Benton	Laborers	Sandblast Tailhoseman	$49.52	7B	1M	8Z	View
Benton	Laborers	Scaffold Erector, Wood Or Steel	$49.52	7B	1M	8Z	View
Benton	Laborers	Scaleman	$46.68	7B	1M	8Z	View
Benton	Laborers	Stake Jumper	$49.52	7B	1M	8Z	View
Benton	Laborers	Structural Mover	$49.52	7B	1M	8Z	View
Benton	Laborers	Tailhoseman (water Nozzle)	$49.52	7B	1M	8Z	View
Benton	Laborers	Timber Bucker & Faller (by Hand)	$49.52	7B	1M	8Z	View
Benton	Laborers	Track Laborer (rr)	$49.52	7B	1M	8Z	View
Benton	Laborers	Traffic Control Laborer	$46.68	7B	1M	8Z	View
Benton	Laborers	Traffic Control Supervisor	$49.52	7B	1M	8Z	View
Benton	Laborers	Trencher, Shawnee	$49.83	7B	1M	8Z	View
Benton	Laborers	Trenchless Technology Technician	$50.13	7B	1M	8Z	View
Benton	Laborers	Truck Loader	$49.52	7B	1M	8Z	View
Benton	Laborers	Truck Mounted Attenuator	$46.68	7B	1M	8Z	View
Benton	Laborers	Tugger Operator	$49.83	7B	1M	8Z	View

Benton	Laborers	Vibrators, All	$50.13	7B	1M	8Z	View
Benton	Laborers	Wagon Drills	$49.83	7B	1M	8Z	View
Benton	Laborers	Water Pipe Liner	$49.83	7B	1M	8Z	View
Benton	Laborers	Welder, Electrical, Manual Or Automatic (hdpe Or Similar Pipe And Liner)	$50.44	7B	1M	8Z	View
Benton	Laborers	Well-point Person	$49.52	7B	1M	8Z	View
Benton	Laborers	Wheelbarrow, Power Driven	$49.83	7B	1M	8Z	View
Benton	Laborers	Window Washer, Cleaner	$46.68	7B	1M	8Z	View
Benton	Laborers - Underground Sewer & Water	General Laborer & Topman	$50.13	7B	1M	8Z	View
Benton	Laborers - Underground Sewer & Water	Pipe Layer	$50.13	7B	1M	8Z	View
Benton	Landscape Construction	Landscape Laborer	$46.68	7B	1M	8Z	View
Benton	Landscape Construction	Landscape Operator	$57.61	7Z	4S	9A	View
Benton	Landscape Maintenance	Groundskeeper	$16.28		1		View
Benton	Lathers	Journey Level	$56.68	15O	11S		View
Benton	Marble Setters	Journey Level	$57.54	5A	1M		View
Benton	Metal Fabrication (In Shop)	Machine Operator	$16.28		1		View
Benton	Metal Fabrication (In Shop)	Painter	$16.28		1		View
Benton	Metal Fabrication (In Shop)	Welder	$16.70		1		View
Benton	Millwright	Journey Level	$76.28	5A	1B		View
Benton	Modular Buildings	Journey Level	$16.28		1		View
Benton	Painters	Commercial Painter	$45.51	6Z	1W		View
Benton	Painters	Industrial Painter	$52.42	6Z	1W	9D	View
Benton	Pile Driver	Journey Level	$61.94	7E	4X	8N	View
Benton	Plasterers	Journey Level	$54.62	7K	1N		View
Benton	Playground & Park Equipment Installers	Journey Level	$16.28		1		View
Benton	Plumbers & Pipefitters	Journey Level	$92.81	6Z	1Q		View
Benton	Power Equipment Operators	A-frame Truck (2 Or More Drums)	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators	A-frame Truck (single Drum)	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators	All Tower Cranes	$61.92	7Z	4S	9A	View

Benton	Power Equipment Operators	Asphalt Plant Operator	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators	Assistant Plant Operator, Fireman Or Pugmixer (asphalt)	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators	Assistant Refrigeration Plant & Chiller Operator (over 1000 Ton)	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators	Assistant Refrigeration Plant (under 1000 Ton)	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators	Automatic Subgrader (ditches & Trimmers)	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators	Backfillers (cleveland & Similar)	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators	Backhoe & Hoe Ram (under 3/4 Yd.)	$57.80	7Z	4S	9A	View
Benton	Power Equipment Operators	Backhoe (45,000 Gw & Under)	$57.80	7Z	4S	9A	View
Benton	Power Equipment Operators	Backhoe (45,000 Gw To 110,000 Gw)	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators	Backhoe (over 110,000 Gw)	$58.42	7Z	4S	9A	View
Benton	Power Equipment Operators	Backhoes & Hoe Ram (3 Yds & Over)	$58.42	7Z	4S	9A	View
Benton	Power Equipment Operators	Backhoes & Hoe Ram (3/4 Yd. To 3 Yd.)	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators	Bagley Or Stationary Scraper	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators	Batch & Wet Mix Operator (multiple Units, 2 & Incl. 4)	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators	Batch Plant & Wet Mix Operator,	$57.43	7Z	4S	9A	View

		Single Unit (concrete)					
Benton	Power Equipment Operators	Batch Plant (over 4 Units)	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators	Belt Finishing Machine	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators	Belt Loader (kocal Or Similar)	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators	Belt-crete Conveyors With Power Pack Or Similar	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators	Bending Machine	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators	Bit Grinders	$56.39	7Z	4S	9A	View
Benton	Power Equipment Operators	Blade (finish & Bluetop), Automatic, Cmi, Abc, Finish Athey & Huber & Similar When Used As Automatic	$58.42	7Z	4S	9A	View
Benton	Power Equipment Operators	Blade Operator (motor Patrol & Attachments)	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators	Blower Operator (cement)	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators	Boat Operator	$56.39	7Z	4S	9A	View
Benton	Power Equipment Operators	Bob Cat (skid Steer)	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators	Bolt Threading Machine	$56.39	7Z	4S	9A	View
Benton	Power Equipment Operators	Boom Cats (side)	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators	Boring Machine (earth)	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators	Boring Machine (Rock Under 8 inch Bit - Quarry Master, Joy Or Similar)	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators	Bump Cutter (wayne, Saginau Or Similar)	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators	Cableway Controller (dispatcher)	$58.11	7Z	4S	9A	View

Benton	Power Equipment Operators	Cableway Operators	$58.42	7Z	4S	9A	View
Benton	Power Equipment Operators	Canal Lining Machine (concrete)	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators	Carrydeck & Boom Truck (under 25 Tons)	$57.80	7Z	4S	9A	View
Benton	Power Equipment Operators	Cement Hog	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators	Chipper (Without Crane)	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators	Clamshell, Dragline	$60.22	7Z	4S	9A	View
Benton	Power Equipment Operators	Cleaning & Doping Machine (Pipeline)	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators	Compactor (self-propelled With Blade)	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators	Compressor (2000 Cfm Or Over, 2 Or More, Gas Diesel Or Electric Power)	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators	Compressors (under 2000 Cfm, Gas, Diesel Or Electric Power)	$56.39	7Z	4S	9A	View
Benton	Power Equipment Operators	Concrete Cleaning / Decontamination Machine Operator	$58.42	7Z	4S	9A	View
Benton	Power Equipment Operators	Concrete Pump Boom Truck	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators	Concrete Pumps (squeeze-crete, Flow-crete, Whitman & Similar)	$57.61	7Z	4S	9A	View
Benton	Power Equipment Operators	Concrete Saw (multiple Cut)	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators	Concrete Slip Form Paver	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators	Conveyor Aggregate Delivery Systems (c.a.d.)	$58.11	7Z	4S	9A	View

Benton	Power Equipment Operators	Crane Oiler & Cable Tender, Mucking Machine	$56.39	7Z	4S	9A	View
Benton	Power Equipment Operators	Crane Oiler - Driver (cdl Required)	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators	Cranes (100 to 299 Tons) All Attachments	$61.12	7Z	4S	9A	View
Benton	Power Equipment Operators	Cranes (25 Tons & Under), All Attachments Incl. Clamshell, Dragline	$57.80	7Z	4S	9A	View
Benton	Power Equipment Operators	Cranes (25 Tons To And Including 44 Tons), All Attachments Incl. Clamshell, Dragline	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators	Cranes (300 Tons and Over) All Attachments	$61.92	7Z	4S	9A	View
Benton	Power Equipment Operators	Cranes (45 Tons To 55 Tons), All Attachments Incl. Clamshell And Dragline	$58.42	7Z	4S	9A	View
Benton	Power Equipment Operators	Cranes (56 to 99 tons) and overhead, rail and Quick Tower. All attachment incl. Clamshell, Dragline	$60.22	7Z	4S	9A	View
Benton	Power Equipment Operators	Crusher Feeder	$56.39	7Z	4S	9A	View
Benton	Power Equipment Operators	Crusher, Grizzle & Screening Plant Operator	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators	Curb Extruder (asphalt Or Concrete)	$57.61	7Z	4S	9A	View
Benton	Power Equipment Operators	Deck Engineer	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators	Deck Hand	$56.39	7Z	4S	9A	View
Benton	Power Equipment Operators	Derricks & Stifflegs (65 Tons	$58.42	7Z	4S	9A	View

		& Over)					
Benton	Power Equipment Operators	Derricks & Stifflegs (under 65 Tons)	$57.80	7Z	4S	9A	View
Benton	Power Equipment Operators	Distributor Leverman	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators	Ditch Witch Or Similar	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators	Dope Pots (power Agitated	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators	Dozer / Tractor (up To D-5 Or Equivalent) And Traxcavator	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators	Dozer / Tractors (d-6 & Equivalent & Over)	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators	Dozer, 834 R/t & Similar	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators	Drill Doctor	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators	Driller Licensed	$60.22	7Z	4S	9A	View
Benton	Power Equipment Operators	Drillers Helper	$56.39	7Z	4S	9A	View
Benton	Power Equipment Operators	Drilling Equipment (8 inch Bit & Over - Robbins, Reverse Circulation & Similar)	$57.80	7Z	4S	9A	View
Benton	Power Equipment Operators	Drills (churn, Core, Calyx Or Diamond)	$57.61	7Z	4S	9A	View
Benton	Power Equipment Operators	Elevating Belt (holland Type)	$58.42	7Z	4S	9A	View
Benton	Power Equipment Operators	Elevating Belt-type Loader (euclid, Barber Green & Similar)	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators	Elevating Grader-type Loader (dumor, Adams Or Similar)	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators	Elevator Hoisting Materials	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators	Equipment Serviceman,	$57.61	7Z	4S	9A	View

		Greaser & Oiler					
Benton	Power Equipment Operators	Fireman & Heater Tender	$56.39	7Z	4S	9A	View
Benton	Power Equipment Operators	Fork Lift Or Lumber Stacker, Hydra-life & Similar	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators	Generator Plant Engineers (diesel Or Electric)	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators	Gin Trucks (pipeline)	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators	Grade Checker	$57.80	7Z	4S	9A	View
Benton	Power Equipment Operators	Gunite Combination Mixer & Compressor	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators	H.d. Mechanic	$58.42	7Z	4S	9A	View
Benton	Power Equipment Operators	H.d. Welder	$58.42	7Z	4S	9A	View
Benton	Power Equipment Operators	Heavy Equipment Robotics Operator	$58.42	7Z	4S	9A	View
Benton	Power Equipment Operators	Helicopter Pilot	$60.22	7Z	4S	9A	View
Benton	Power Equipment Operators	Helper, Mechanic Or Welder, H.D	$56.39	7Z	4S	9A	View
Benton	Power Equipment Operators	Hoe Ram	$57.80	7Z	4S	9A	View
Benton	Power Equipment Operators	Hoist (2 Or More Drums Or Tower Hoist)	$57.61	7Z	4S	9A	View
Benton	Power Equipment Operators	Hoist, Single Drum	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators	Hydraulic Platform Trailers (goldhofer, Shaurerly And Similar)	$58.42	7Z	4S	9A	View
Benton	Power Equipment Operators	Hydro-seeder, Mulcher, Nozzleman	$56.39	7Z	4S	9A	View
Benton	Power Equipment Operators	Lime Batch Tank Operator (recycle Train)	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators	Lime Brain Operator (recycle Train)	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators	Loader (360 Degrees Revolving	$58.42	7Z	4S	9A	View

		Koehring Scooper Or Similar)					
Benton	Power Equipment Operators	Loader Operator (front-end & Overhead, 4 Yds. Incl. 8 Yds.)	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators	Loaders (bucket Elevators And Conveyors)	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators	Loaders (overhead & Front-end, Over 8 Yds.)	$58.42	7Z	4S	9A	View
Benton	Power Equipment Operators	Loaders (overhead & Front-end, Under 4 Yds.. R/t)	$57.61	7Z	4S	9A	View
Benton	Power Equipment Operators	Loaders (overhead And Front-end, 10 Yds. & Over)	$60.22	7Z	4S	9A	View
Benton	Power Equipment Operators	Locomotive Engineer	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators	Longitudinal Float	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators	Master Environmental Maintenance Technician	$58.42	7Z	4S	9A	View
Benton	Power Equipment Operators	Mixer (portable - Concrete)	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators	Mixermobile	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators	Mobile Crusher Operator (recycle Train)	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators	Mucking Machine	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators	Multiple Dozer Units With Single Blade	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators	Pavement Breaker, Hydra-hammer & Similar	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators	Paving (dual Drum)	$57.80	7Z	4S	9A	View
Benton	Power Equipment Operators	Paving Machine (asphalt And Concrete)	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators	Piledriving Engineers	$57.80	7Z	4S	9A	View

Benton	Power Equipment Operators	Plant Oiler	$56.39	7Z	4S	9A	View
Benton	Power Equipment Operators	Posthole Auger Or Punch	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators	Power Broom	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators	Pump (grout Or Jet)	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators	Pumpman	$56.39	7Z	4S	9A	View
Benton	Power Equipment Operators	Quad-track Or Similar Equipment	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators	Railroad Ballast Regulation Operator (self-propelled)	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators	Railroad Power Tamper Operator (self-propelled)	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators	Railroad Tamper Jack Operator (self-propelled)	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators	Railroad Track Liner Operator (self-propelled)	$57.80	7Z	4S	9A	View
Benton	Power Equipment Operators	Refrigeration Plant Engineer (1000 Tons & Over)	$57.80	7Z	4S	9A	View
Benton	Power Equipment Operators	Refrigeration Plant Engineer (under 1000 Ton)	$57.61	7Z	4S	9A	View
Benton	Power Equipment Operators	Rollerman (finishing Asphalt Pavement)	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators	Rollers, All Types On Subgrade, Including Seal And Chip Coating (farm Type, Case, John Deere And Similar,or Compacting Vibrator), Except When Pulled B	$56.39	7Z	4S	9A	View
Benton	Power Equipment Operators	Roto Mill (pavement Grinder)	$58.11	7Z	4S	9A	View

Benton	Power Equipment Operators	Rotomill Groundsman	$57.61	7Z	4S	9A	View
Benton	Power Equipment Operators	Rubber-tired Scrapers (multiple Engine With Three Or More Scrapers)	$58.42	7Z	4S	9A	View
Benton	Power Equipment Operators	Rubber-tired Skidders (r/t With Or Without Attachments)	$57.61	7Z	4S	9A	View
Benton	Power Equipment Operators	Scrapers, All, Rubber-tired	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators	Screed Operator	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators	Shovels (3 Yds. & Over)	$58.42	7Z	4S	9A	View
Benton	Power Equipment Operators	Shovels (under 3 Yds.)	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators	Signalman (whirleys, Highline, Hammerheads Or Similar)	$57.80	7Z	4S	9A	View
Benton	Power Equipment Operators	Soil Stabilizer (p & H Or Similar)	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators	Spray Curing Machine (concrete)	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators	Spreader Box (self-propelled)	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators	Spreader Machine	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators	Steam Cleaner	$56.39	7Z	4S	9A	View
Benton	Power Equipment Operators	Straddle Buggy (ross & Similar On Construction Job Only)	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators	Surface Heater & Planer Machine	$57.61	7Z	4S	9A	View
Benton	Power Equipment Operators	Tractor (farm Type R/t With Attachments, Except Backhoe)	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators	Traverse Finish Machine	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators	Trenching Machines (7 Ft.	$58.11	7Z	4S	9A	View

		Depth & Over)					
Benton	Power Equipment Operators	Trenching Machines (under 7 Ft. Depth Capacity)	$57.61	7Z	4S	9A	View
Benton	Power Equipment Operators	Tug Boat Operator	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators	Tugger Operator	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators	Turnhead (with Re-screening)	$57.61	7Z	4S	9A	View
Benton	Power Equipment Operators	Turnhead Operator	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators	Ultra High Pressure Wateriet Cutting Tool System Operator, (30,000 Psi)	$58.42	7Z	4S	9A	View
Benton	Power Equipment Operators	Vactor Guzzler, Super Sucker	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators	Vacuum Blasting Machine Operator	$58.42	7Z	4S	9A	View
Benton	Power Equipment Operators	Vacuum Drill (reverse Circulation Drill Under 8 Inch Bit)	$57.61	7Z	4S	9A	View
Benton	Power Equipment Operators	Welding Machine	$56.39	7Z	4S	9A	View
Benton	Power Equipment Operators	Whirleys & Hammerheads, All	$58.42	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	A-frame Truck (2 Or More Drums)	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	A-frame Truck (single Drum)	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	All Tower Cranes	$61.92	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Asphalt Plant Operator	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Assistant Plant Operator, Fireman Or Pugmixer (asphalt)	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground	Assistant Refrigeration	$57.43	7Z	4S	9A	View

	Sewer & Water	Plant & Chiller Operator (over 1000 Ton)					
Benton	Power Equipment Operators- Underground Sewer & Water	Assistant Refrigeration Plant (under 1000 Ton)	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Automatic Subgrader (ditches & Trimmers)	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Backfillers (cleveland & Similar)	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Backhoe & Hoe Ram (under 3/4 Yd.)	$57.80	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Backhoe (45,000 Gw & Under)	$57.80	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Backhoe (45,000 Gw To 110,000 Gw)	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Backhoe (over 110,000 Gw)	$58.42	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Backhoes & Hoe Ram (3 Yds & Over)	$58.42	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Backhoes & Hoe Ram (3/4 Yd. To 3 Yd.)	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Bagley Or Stationary Scraper	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Batch & Wet Mix Operator (multiple Units, 2 & Incl. 4)	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Batch Plant & Wet Mix Operator, Single Unit (concrete)	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Batch Plant (over 4 Units)	$58.11	7Z	4S	9A	View

Benton	Power Equipment Operators- Underground Sewer & Water	Belt Finishing Machine	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Belt Loader (kocal Or Similar)	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Belt-crete Conveyors With Power Pack Or Similar	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Bending Machine	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Bit Grinders	$56.39	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Blade (finish & Bluetop), Automatic, Cmi, Abc, Finish Athey & Huber & Similar When Used As Automatic	$58.42	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Blade Operator (motor Patrol & Attachments)	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Blower Operator (cement)	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Boat Operator	$56.39	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Bob Cat (skid Steer)	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Bolt Threading Machine	$56.39	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Boom Cats (side)	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Boring Machine (earth)	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground	Boring Machine (Rock Under 8	$57.43	7Z	4S	9A	View

	Sewer & Water	inch Bit - Quarry Master, Joy Or Similar)					
Benton	Power Equipment Operators- Underground Sewer & Water	Bump Cutter (wayne, Saginau Or Similar)	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Cableway Controller (dispatcher)	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Cableway Operators	$58.42	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Canal Lining Machine (concrete)	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Carrydeck & Boom Truck (under 25 Tons)	$57.80	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Cement Hog	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Chipper (Without Crane)	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Clamshell, Dragline	$60.22	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Cleaning & Doping Machine (Pipeline)	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Compactor (self-propelled With Blade)	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Compressor (2000 Cfm Or Over, 2 Or More, Gas Diesel Or Electric Power)	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Compressors (under 2000 Cfm, Gas, Diesel Or Electric Power)	$56.39	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Concrete Cleaning / Decontamination Machine Operator	$58.42	7Z	4S	9A	View

Benton	Power Equipment Operators- Underground Sewer & Water	Concrete Pump Boom Truck	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Concrete Pumps (squeeze-crete, Flow-crete, Whitman & Similar)	$57.61	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Concrete Saw (multiple Cut)	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Concrete Slip Form Paver	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Conveyor Aggregate Delivery Systems (c.a.d.)	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Crane Oiler & Cable Tender, Mucking Machine	$56.39	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Crane Oiler - Driver (cdl Required)	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Cranes (100 to 299 Tons) All Attachments	$61.12	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Cranes (25 Tons & Under), All Attachments Incl. Clamshell, Dragline	$57.80	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Cranes (25 Tons To And Including 44 Tons), All Attachments Incl. Clamshell, Dragline	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Cranes (300 Tons and Over) All Attachments	$61.92	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Cranes (45 Tons To 55 Tons), All Attachments Incl. Clamshell And Dragline	$58.42	7Z	4S	9A	View

Benton	Power Equipment Operators- Underground Sewer & Water	Cranes (56 to 99 tons) and overhead, rail and Quick Tower. All attachment incl. Clamshell, Dragline	$60.22	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Crusher Feeder	$56.39	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Crusher, Grizzle & Screening Plant Operator	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Curb Extruder (asphalt Or Concrete)	$57.61	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Deck Engineer	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Deck Hand	$56.39	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Derricks & Stifflegs (65 Tons & Over)	$58.42	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Derricks & Stifflegs (under 65 Tons)	$57.80	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Distributor Leverman	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Ditch Witch Or Similar	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Dope Pots (power Agitated	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Dozer / Tractor (up To D-5 Or Equivalent) And Traxcavator	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Dozer / Tractors (d-6 & Equivalent & Over)	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground	Dozer, 834 R/t & Similar	$58.11	7Z	4S	9A	View

	Sewer & Water						
Benton	Power Equipment Operators- Underground Sewer & Water	Drill Doctor	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Driller Licensed	$60.22	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Drillers Helper	$56.39	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Drilling Equipment (8 inch Bit & Over - Robbins, Reverse Circulation & Similar)	$57.80	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Drills (churn, Core, Calyx Or Diamond)	$57.61	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Elevating Belt (holland Type)	$58.42	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Elevating Belt-type Loader (euclid, Barber Green & Similar)	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Elevating Grader-type Loader (dumor, Adams Or Similar)	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Elevator Hoisting Materials	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Equipment Serviceman, Greaser & Oiler	$57.61	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Fireman & Heater Tender	$56.39	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Fork Lift Or Lumber Stacker, Hydra-life & Similar	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Generator Plant Engineers (diesel Or Electric)	$57.43	7Z	4S	9A	View

Benton	Power Equipment Operators- Underground Sewer & Water	Gin Trucks (pipeline)	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Grade Checker	$57.80	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Gunite Combination Mixer & Compressor	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	H.d. Mechanic	$58.42	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	H.d. Welder	$58.42	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Heavy Equipment Robotics Operator	$58.42	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Helicopter Pilot	$60.22	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Helper, Mechanic Or Welder, H.D	$56.39	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Hoe Ram	$57.80	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Hoist (2 Or More Drums Or Tower Hoist)	$57.61	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Hoist, Single Drum	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Hydraulic Platform Trailers (goldhofer, Shaurerly And Similar)	$58.42	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Hydro-seeder, Mulcher, Nozzleman	$56.39	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Lime Batch Tank Operator (recycle Train)	$58.11	7Z	4S	9A	View

Benton	Power Equipment Operators- Underground Sewer & Water	Lime Brain Operator (recycle Train)	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Loader (360 Degrees Revolving Koehring Scooper Or Similar)	$58.42	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Loader Operator (front-end & Overhead, 4 Yds. Incl. 8 Yds.)	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Loaders (bucket Elevators And Conveyors)	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Loaders (overhead & Front-end, Over 8 Yds.)	$58.42	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Loaders (overhead & Front-end, Under 4 Yds.. R/t)	$57.61	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Locomotive Engineer	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Longitudinal Float	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Master Environmental Maintenance Technician	$58.42	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Mixer (portable - Concrete)	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Mixermobile	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Mobile Crusher Operator (recycle Train)	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Mucking Machine	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Multiple Dozer Units With Single Blade	$58.11	7Z	4S	9A	View

Benton	Power Equipment Operators- Underground Sewer & Water	Pavement Breaker, Hydra-hammer & Similar	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Paving (dual Drum)	$57.80	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Paving Machine (asphalt And Concrete)	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Piledriving Engineers	$57.80	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Plant Oiler	$56.39	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Posthole Auger Or Punch	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Power Broom	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Pump (grout Or Jet)	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Pumpman	$56.39	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Quad-track Or Similar Equipment	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Railroad Ballast Regulation Operator (self-propelled)	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Railroad Power Tamper Operator (self-propelled)	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Railroad Tamper Jack Operator (self-propelled)	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Railroad Track Liner Operator (self-propelled)	$57.80	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Refrigeration Plant Engineer	$57.80	7Z	4S	9A	View

		(1000 Tons & Over)					
Benton	Power Equipment Operators- Underground Sewer & Water	Refrigeration Plant Engineer (under 1000 Ton)	$57.61	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Rollerman (finishing Asphalt Pavement)	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Rollers, All Types On Subgrade, Including Seal And Chip Coating (farm Type, Case, John Deere And Similar,or Compacting Vibrator), Except When Pulled B	$56.39	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Roto Mill (pavement Grinder)	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Rotomill Groundsman	$57.61	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Rubber-tired Scrapers (multiple Engine With Three Or More Scrapers)	$58.42	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Rubber-tired Skidders (r/t With Or Without Attachments)	$57.61	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Scrapers, All, Rubber-tired	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Screed Operator	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Shovels (3 Yds. & Over)	$58.42	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Shovels (under 3 Yds.)	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Signalman (whirleys, Highline,	$57.80	7Z	4S	9A	View

		Hammerheads Or Similar)					
Benton	Power Equipment Operators- Underground Sewer & Water	Soil Stabilizer (p & H Or Similar)	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Spray Curing Machine (concrete)	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Spreader Box (self-propelled)	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Spreader Machine	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Steam Cleaner	$56.39	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Straddle Buggy (ross & Similar On Construction Job Only)	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Surface Heater & Planer Machine	$57.61	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Tractor (farm Type R/t With Attachments, Except Backhoe)	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Traverse Finish Machine	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Trenching Machines (7 Ft. Depth & Over)	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Trenching Machines (under 7 Ft. Depth Capacity)	$57.61	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Tug Boat Operator	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Tugger Operator	$56.74	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground	Turnhead (with Re-screening)	$57.61	7Z	4S	9A	View

	Sewer & Water						
Benton	Power Equipment Operators- Underground Sewer & Water	Turnhead Operator	$57.43	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Ultra High Pressure Wateriet Cutting Tool System Operator, (30,000 Psi)	$58.42	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Vactor Guzzler, Super Sucker	$58.11	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Vacuum Blasting Machine Operator	$58.42	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Vacuum Drill (reverse Circulation Drill Under 8 Inch Bit)	$57.61	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Welding Machine	$56.39	7Z	4S	9A	View
Benton	Power Equipment Operators- Underground Sewer & Water	Whirleys & Hammerheads, All	$58.42	7Z	4S	9A	View
Benton	Power Line Clearance Tree Trimmers	Journey Level In Charge	$57.22	5A	4A		View
Benton	Power Line Clearance Tree Trimmers	Spray Person	$54.32	5A	4A		View
Benton	Power Line Clearance Tree Trimmers	Tree Equipment Operator	$57.22	5A	4A		View
Benton	Power Line Clearance Tree Trimmers	Tree Trimmer	$51.18	5A	4A		View
Benton	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	$38.99	5A	4A		View
Benton	Refrigeration & Air Conditioning Mechanics	Journey Level	$92.81	6Z	1Q		View
Benton	Residential Brick Mason	Journey Level	$57.54	5A	1M		View
Benton	Residential Carpenters	Journey Level	$22.73		1		View
Benton	Residential Cement Masons	Journey Level	$54.94	7B	1N		View
Benton	Residential Drywall Applicators	Journey Level	$26.40		1		View
Benton	Residential Drywall Tapers	Journey Level	$42.98		1		View
Benton	Residential Electricians	Journey Level	$38.60	5A	11F		View

Benton	Residential Glaziers	Journey Level	$16.28		1	View
Benton	Residential Insulation Applicators	Journey Level	$20.50		1	View
Benton	Residential Laborers	Journey Level	$22.73		1	View
Benton	Residential Marble Setters	Journey Level	$57.54	5A	1M	View
Benton	Residential Painters	Journey Level	$19.86		1	View
Benton	Residential Plumbers & Pipefitters	Journey Level	$32.35		1	View
Benton	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	$37.30	5A	11R	View
Benton	Residential Sheet Metal Workers	Journey Level (Field or Shop)	$54.13	5A	1X	View
Benton	Residential Soft Floor Layers	Journey Level	$23.11	5A	1N	View
Benton	Residential Sprinkler Fitters (Fire Protection)	Journey Level	$18.40		1	View
Benton	Residential Stone Masons	Journey Level	$57.54	5A	1M	View
Benton	Residential Terrazzo Workers	Journey Level	$16.28		1	View
Benton	Residential Terrazzo/Tile Finishers	Journey Level	$16.28		1	View
Benton	Residential Tile Setters	Journey Level	$19.41		1	View
Benton	Roofers	Irritable Bituminous Roofer	$49.53	7G	4I	View
Benton	Roofers	Journeyman Roofer, Waterproofer, Kettleman	$46.53	7G	4I	View
Benton	Sheet Metal Workers	Journey Level (Field or Shop)	$75.05	5A	1X	View
Benton	Sign Makers & Installers (Electrical)	Journey Level	$16.28		1	View
Benton	Sign Makers & Installers (Non-Electrical)	Journey Level	$16.28		1	View
Benton	Soft Floor Layers	Journey Level	$57.11	5A	3J	View
Benton	Solar Controls For Windows	Journey Level	$16.28		1	View
Benton	Sprinkler Fitters (Fire Protection)	Journey Level	$67.41	7J	1R	View
Benton	Stage Rigging Mechanics (Non Structural)	Journey Level	$16.28		1	View
Benton	Stone Masons	Journey Level	$57.54	5A	1M	View
Benton	Street And Parking Lot Sweeper Workers	Journey Level	$16.28		1	View

Benton	Surveyors	All Classifications	$24.27	0	1		View
Benton	Telecommunication Technicians	Journey Level	$53.13	5I	1B		View
Benton	Telephone Line Construction - Outside	Cable Splicer	$40.36	5A	2B		View
Benton	Telephone Line Construction - Outside	Hole Digger/Ground Person	$26.92	5A	2B		View
Benton	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	$33.74	5A	2B		View
Benton	Telephone Line Construction - Outside	Telephone Lineperson	$38.15	5A	2B		View
Benton	Terrazzo Workers	Journey Level	$43.81	5A	1M		View
Benton	Tile Setters	Journey Level	$43.81	5A	1M		View
Benton	Tile, Marble & Terrazzo Finishers	Journey Level	$35.93	5A	1M		View
Benton	Traffic Control Stripers	Journey Level	$89.54	15L	1K		View
Benton	Truck Drivers	Asphalt Mix Over 20 Yards	$56.35	5D	1V	8M	View
Benton	Truck Drivers	Asphalt Mix To 20 Yards	$56.15	5D	1V	8M	View
Benton	Truck Drivers	Dump Truck	$56.15	5D	1V	8M	View
Benton	Truck Drivers	Dump Truck & Trailer	$56.35	5D	1V	8M	View
Benton	Truck Drivers	Other Trucks	$56.04	5D	1V	8M	View
Benton	Truck Drivers - Ready Mix	Transit Mixers 20 yards and under	$56.35	5D	1V	8M	View
Benton	Truck Drivers - Ready Mix	Transit Mixers over 20 yards	$56.69	5D	1V	8M	View
Benton	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	$16.28		1		View
Benton	Well Drillers & Irrigation Pump Installers	Oiler	$16.28		1		View
Benton	Well Drillers & Irrigation Pump Installers	Well Driller	$18.00		1		View

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Overtime Codes

Overtime calculations are based on the hourly rate actually paid to the worker On public works projects, the hourly rate must be not less than the prevailing rate of wage minus the hourly rate of the cost of fringe benefits actually provided for the worker.

1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE

B All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage

D The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.

E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage

F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage All hours worked on Labor Day shall be paid at three times the hourly rate of wage

G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a four-ten hour schedule, shall be paid at one and one-half times the hourly rate of wage All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage

H All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage

J The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.

K All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage All hours worked on holidays shall be paid at double the hourly rate of wage.

M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

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Overtime Codes Continued

1	N	All hours worked on Saturdays (except makeup days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage
	O.	The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage
	P.	All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage
	Q	The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.
	R.	All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.
	U.	All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
	V.	All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage
	W.	All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer)) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
	X	The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.
	Y	All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.
	Z	All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay

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Overtime Codes Continued

2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE

B All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage

F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage

M This code appears to be missing All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage

R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.

U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.

3 ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage All hours worked on Sunday shall be paid at two times the hourly rate of wage All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.

H All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay

J. All hours worked between the hours of 10.00 pm and 5·00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

K Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6·00 pm Saturday to 5.00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the eight (8) hours rest period

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Overtime Codes Continued

4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

A All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage

C On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.

D All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturday, Sundays and holidays shall be paid at double the hourly rate of pay. Rates include all members of the assigned crew

EXCEPTION:
On all multipole structures and steel transmission lines, switching stations, regulating, capacitor stations, generating plants, industrial plants, associated installations and substations, except those substations whose primary function is to feed a distribution system, will be paid overtime under the following rates.

The first two (2) hours after eight (8) regular hours Monday through Friday of overtime on a regular workday, shall be paid at one and one-half times the hourly rate of wage. All hours in excess of ten (10) hours will be at two (2) times the hourly rate of wage The first eight (8) hours worked on Saturday will be paid at one and one-half (1-1/2) times the hourly rate of wage All hours worked in excess of eight (8) hours on Saturday, and all hours worked on Sundays and holidays will be at the double the hourly rate of wage.

All overtime eligible hours performed on the above described work that is energized, shall be paid at the double the hourly rate of wage.

E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

G All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

I The First eight (8) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage All hours worked in excess of eight (8) per day on Saturdays shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage

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Overtime Codes Continued

4	J	The first eight (8) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on a Saturday shall be paid at double the hourly rate of wage All hours worked over twelve (12) in a day, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage
	K.	All hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked over twelve (12) in a day Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
	L	The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the hourly rate of pay.
	S.	On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, work performed in excess of (10) hours shall be paid at one and one half (1-1/2) times the hourly rate of pay. On Monday through Friday, work performed outside the normal work hours of 6.00 a m and 6:00 p.m shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations). All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage All work performed on Sundays and holidays shall be paid at double the hourly rate of wage When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours. Multiple Shift Operations. When the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. Special Shifts. The Special Shift Premium is the basic hourly rate of pay plus $2 00 an hour. When due to conditions beyond the control of the employer or when an owner (not acting as the contractor), a government agency or the contract specifications require more than four (4) hours of a special shift can only be performed outside the normal 6am to 6pm shift then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid the special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday).
	U	The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage (Except on makeup days if work is lost due to inclement weather, then the first eight (8) hours on Saturday may be paid the regular rate.) All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

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Overtime Codes Continued

4 V Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established or outside the normal shift (5 am to 6pm), and all work on Saturdays, except for make-up days shall be paid at time and one-half (1 ½) the straight time rate

In the event the job is down due to weather conditions, then Saturday may, be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All work performed on Sundays and holidays and work in excess of twelve (12) hours per day shall be paid at double (2x) the straight time rate of pay

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

When an employee returns to work without a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

X All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. Work performed outside the normal shift of 6 am to 6pm shall be paid at one and one-half the straight time rate, (except for special shifts or three shift operations). All work performed on Sundays and holidays shall be paid at double the hourly rate of wage Shifts may be established when considered necessary by the Employer.

The Employer may establish shifts consisting of eight (8) or ten (10) hours of work (subject to WAC 296-127-022), that shall constitute a normal forty (40) hour work week The Employer can change from a 5-eight to a 4-ten hour schedule or back to the other All hours of work on these shifts shall be paid for at the straight time hourly rate Work performed in excess of eight hours (or ten hours per day (subject to WAC 296-127-022) shall be paid at one and one-half the straight time rate.

When due to conditions beyond the control of the Employer, or when contract specifications require that work can only be performed outside the regular day shift, then by mutual agreement a special shift may be worked at the straight time rate, eight (8) hours work for eight (8) hours pay. The starting time shall be arranged to fit such conditions of work

When an employee returns to work without at a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours

11. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE

B After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more

C The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, and all hours on Sunday shall be paid at double the hourly rate of wage All hours worked on Labor Day shall be paid at three times the hourly rate of wage All non-overtime and non-holiday hours worked between 4.00 pm and 5.00 am, Monday through Friday, shall be paid at a premium rate of 15% over the hourly rate of wage.

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Overtime Codes Continued

11. D. All hours worked on Saturdays and holidays shall be paid at one and one-half times the hourly rate of wage All hours worked on Sundays shall be paid at double the hourly rate of wage

After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

E The first two (2) hours after eight (8) regular hours Monday through Friday, the first ten (10) hours on Saturday, and the first ten (10) hours worked on Holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, and Sundays shall be paid at double the hourly rate of wage

After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one-half times the hourly rate of wage for the first eight (8) hours All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage

G. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage

All work performed after 6 00 pm Saturday to 5.00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of nine (9) hours or more. When an employee returns to work without at least nine (9) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the nine (9) hours rest period

H Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage

All work performed after 6·00 pm Saturday to 5.00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of ten (10) hours or more. When an employee returns to work without at least ten (10) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the ten (10) hours rest period

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Overtime Codes Continued

11	J	All hours worked on holidays shall be paid at double the hourly rate of wage
	K	On Monday through Friday hours worked outside 4:00 am and 5:00 pm, and the first two (2) hours after eight (8) hours worked shall be paid at one and one-half times the hourly rate All hours worked over 10 hours per day Monday through Friday, and all hours worked on Saturdays, Sundays, and Holidays worked shall be paid at double the hourly rate of wage
	L	An employee working outside 5:00 am and 5:00 pm shall receive an additional two dollar ($2 00) per hour for all hours worked that shift. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage
	M	On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay Work performed outside the normal work hours of 5 00 a m and 6 00 p m shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations) When the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate When due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift of 5:00 am to 6:00 pm, then a special shift may be worked at the straight time rate, plus the shift pay premium when applicable The starting time of work will be arranged to fit such conditions of work. Such shift shall consist of eight (8) hours work for eight (8) hours pay or ten (10) hours work for ten (10) hours pay for four ten shifts. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay All work performed after 6:00 pm Saturday to 5:00 am Monday, all work performed over twelve (12) hours, and all work performed on holidays shall be paid at double the straight time rate of pay. Shift Pay Premium. In an addition to any overtime already required, all hours worked between the hours of 6 00 pm and 5:00 am shall receive an additional two dollars ($2.00) per hour
	N	All work performed over twelve hours in a shift and all work performed on Sundays and Holidays shall be paid at double the straight time rate. Any time worked over eight (8) hours on Saturday shall be paid double the straight time rate, except employees assigned to work six 10-hour shifts per week shall be paid double the straight time rate for any time worked on Saturday over 10 hours
	O	All work performed on Saturdays, Sundays, and Holidays shall be paid at one and one half (1-1/2) times the straight time rate of pay.

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Overtime Codes Continued

11 P. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established and all work on Saturdays, except for make-up days shall be paid at time and one-half (1 ½) the straight time rate.

Work performed outside the normal work hours of 5:00 a.m and 6.00 p m shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations). When the first shift of multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. When due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift of 5 00 a.m to 6.00 p.m , then a special shift may be worked at the straight time rate, plus the shift pay premium when applicable. The starting time of work will be arranged to fit such conditions of work. Such shifts shall consist of eight (8) hours work for eight (8) hours pay or ten (10) hours work for ten (10) hours pay for four ten-hour shifts.

In the event the job is down due to weather conditions, then Saturday may, be worked as a voluntary make-up day at the straight time rate However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All work performed on Sundays and holidays and work in excess of twelve (12) hours per day shall be paid at double (2x) the straight time rate of pay

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours

When an employee returns to work without a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours

Q All hours worked between the hours of 6:00 pm and 6·00 am, Monday through Saturday, shall be paid at a premium rate of 35% over the hourly rate of wage. Work performed on Sundays shall be paid at double time All hours worked on holidays shall be paid at double the hourly rate of wage.

R On Monday through Saturday hours worked outside 6·00 am and 7.00 pm, and all hours after eight (8) hours worked shall be paid at one and one-half times the hourly rate All hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.

S The first ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. In the event the job is down due to weather conditions, or other conditions beyond the control of the Employer, then Saturday may be worked at the straight time rate, for the first eight (8) hours, or the first ten (10) hours when a four day ten hour workweek has been established.

All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage

When an employee returns to work without a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

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Holiday Codes

5.	A	Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7)
	B.	Holidays. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day (8)
	C.	Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8)
	D	Holidays· New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8).
	H	Holidays· New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6)
	I.	Holidays. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
	K	Holidays New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9)
	L	Holidays New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).
	N	Holidays. New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).
	P.	Holidays· New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday
	Q	Paid Holidays. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
	R.	Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day (7 1/2)
	S.	Paid Holidays. New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7)
	Z	Holidays· New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
	G.	Paid Holidays· New Year's Day, Martin Luther King Jr Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11)
	H	Paid Holidays New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10)

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Holiday Codes Continued

7	T	Paid Holidays. New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
	Z	Holidays· New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.
	A.	Holidays New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day
	B	Holidays· New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8) Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday
	C	Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday
	D	Paid Holidays. New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8) Unpaid Holidays President's Day Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday
	E.	Holidays. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
	F	Holidays New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8) Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
	G.	Holidays New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
	H.	Holidays. New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9) Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
	I.	Holidays. New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

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Holiday Codes Continued

7	J.	Holidays· New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday
	K	Holidays. New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8) Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday
	L	Holidays New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7) Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
	N	Holidays New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7) Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
	P	Holidays. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday
	Q.	Holidays· New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day
	S	Paid Holidays· New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9) If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly
	V.	Holidays· New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly
	W.	Holidays· New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday
	X	Holidays New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
	Y.	Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.

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Holiday Codes Continued

7.	Z.	Holidays New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, Christmas Eve, and Christmas Day (9). Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday. Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday
15.	G	New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly
	H.	Holidays. New Year's Day, Martin Luther King Jr Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9) Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
	I	Holidays· New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
	J.	Holidays New Year's Day, Martin Luther King Jr Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
	K	Holidays. New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8) Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday
	L.	Holidays. New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (8) Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
	M	Holidays. New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day and Christmas Day (9) Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
	N	Holidays. New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (8) Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
	O	Holidays· New Year's Day, Martin Luther King Jr Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, the day before Christmas day, and Christmas Day (10). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday

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Note Codes

8	D	Workers working with supplied air on hazmat projects receive an additional $1.00 per hour
	L.	Workers on hazmat projects receive additional hourly premiums as follows -Level A· $0 75, Level B $0 50, And Level C· $0 25
	M	Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: $1.00, Levels C & D. $0.50.
	N.	Workers on hazmat projects receive additional hourly premiums as follows -Level A $1 00, Level B. $0 75, Level C· $0.50, And Level D $0.25
	S.	Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012
	T	Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho This classification is only effective on or after August 31, 2012
	U.	Workers on hazmat projects receive additional hourly premiums as follows – Class A Suit· $2 00, Class B Suit. $1 50, And Class C Suit· $1 00. Workers performing underground work receive an additional $0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked Workers who work suspended by a rope or cable receive an additional $0 50 per hour The premium for work suspended shall be paid for the entire shift worked Workers who do "pioneer" work (break open a cut, build road, etc) more than one hundred fifty (150) feet above grade elevation receive an additional $0 50 per hour
	V.	In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day The premiums are to be paid one time for the day and are not used in calculating overtime pay. Depth premiums apply to depths of fifty feet or more Over 50' to 100' - $2 00 per foot for each foot over 50 feet. Over 101' to 150' - $3.00 per foot for each foot over 101 feet Over 151' to 220' - $4.00 per foot for each foot over 220 feet Over 221' - $5 00 per foot for each foot over 221 feet. Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25' to 300' - $1 00 per foot from entrance. 300' to 600' - $1 50 per foot beginning at 300'. Over 600' - $2 00 per foot beginning at 600'.
	W.	Meter Installers work on single phase 120/240V self-contained residential meters. The Lineman/Groundmen rates would apply to meters not fitting this description

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Note Codes Continued

X. Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit· $2.00, Class B Suit $1.50, Class C Suit· $1.00, and Class D Suit· $0 50. Special Shift Premium Basic hourly rate plus $2 00 per hour.

When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday)

Y. Tide Work: When employees are called out between the hours of 6·00 p m and 6:00 a.m to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay

Swinging Stage/Boatswains Chair: Employees working on a swinging state or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents ($0.75) per hour above the classification rate.

Z. Workers working with supplied air on hazmat projects receive an additional $1 00 per hour.

Special Shift Premium. Basic hourly rate plus $2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as a contractor), a government agency or the contract specifications require that more than (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift When an employee works on a special shift, they will be paid a special shift premium for each hour worked unless they are in overtime or double-time status (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday)

9. A. Workers working with supplied air on hazmat projects receive an additional $1 00 per hour.

Special Shift Premium. Basic hourly rate plus $2.00 per hour When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications require that more than four (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in overtime or double-time status (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Certified Crane Operator Premium· Crane operators requiring certifications shall be paid $0.50 per hour above their classification rate

Boom Pay Premium· All cranes including tower shall be paid as follows based on boom length·

(A) – 130' to 199' – $0 50 per hour over their classification rate
(B) – 200' to 299' – $0 80 per hour over their classification rate
(C) – 300' and over – $1.00 per hour over their classification rate

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Note Codes Continued

B. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.

Tide Work. When employees are called out between the hours of 6:00 p m. and 6:00 a.m to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents ($0.75) per hour above the classification rate.

C. Tide Work When employees are called out between the hours of 6:00 p.m. and 6:00 a.m to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay Swinging Stage/Boatswains Chair Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents ($0 75) per hour above the classification rate

Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012

D. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, bridges, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.

9. E. Heavy Construction includes construction, repair, alteration or additions to the production, fabrication or manufacturing portions of industrial or manufacturing plants, hydroelectric or nuclear power plants and atomic reactor construction. Workers on hazmat projects receive additional hourly premiums as follows -Level A. $1 00, Level B $0 75, Level C: $0 50, And Level D: $0.25.

F. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required

H One (1) person crew shall consist of a Party Chief (Total Station or similar one (1) person survey system). Two (2) person survey party shall consist of a least a Party Chief and a Chain Person Three (3) person survey party shall consist of at least a Party Chief, an Instrument Person, and a Chain Person

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Washington State Department of Labor and Industries
Policy Statement
(Regarding the Production of "Standard" or "Non-standard" Items)

Below is the department's (State L&I's) list of criteria to be used in determining whether a prefabricated item is "standard" or "non-standard" For items not appearing on WSDOT's predetermined list, these criteria shall be used by the Contractor (and the Contractor's subcontractors, agents to subcontractors, suppliers, manufacturers, and fabricators) to determine coverage under RCW 39 12. The production, in the State of Washington, of non-standard items is covered by RCW 39 12, and the production of standard items is not The production of any item outside the State of Washington is not covered by RCW 39 12

1 Is the item fabricated for a public works project? If not, it is not subject to RCW 39 12. If it is, go to question 2

2 Is the item fabricated on the public works jobsite? If it is, the work is covered under RCW 39.12 If not, go to question 3

3 Is the item fabricated in an assembly/fabrication plant set up for, and dedicated primarily to, the public works project? If it is, the work is covered by RCW 39.12 If not, go to question 4

4 Does the item require any assembly, cutting, modification or other fabrication by the supplier? If not, the work is not covered by RCW 39 12 If yes, go to question 5

5. Is the prefabricated item intended for the public works project typically an inventory item which could reasonably be sold on the general market? If not, the work is covered by RCW 39 12 If yes, go to question 6

6 Does the specific prefabricated item, generally defined as standard, have any unusual characteristics such as shape, type of material, strength requirements, finish, etc? If yes, the work is covered under RCW 39 12.

Any firm with questions regarding the policy, WSDOT's Predetermined List, or for determinations of covered and non-covered workers shall be directed to State L&I at (360) 902-5330

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WSDOT's
Predetermined List for
Suppliers - Manufactures - Fabricator

Below is a list of potentially prefabricated items, originally furnished by WSDOT to Washington State Department of Labor and Industries, that may be considered non-standard and therefore covered by the prevailing wage law, RCW 39.12 Items marked with an X in the "YES" column should be considered to be non-standard and therefore covered by RCW 39.12 Items marked with an X in the "NO" column should be considered to be standard and therefore not covered. Of course, exceptions to this general list may occur, and in that case shall be evaluated according to the criteria described in State and L&I's policy statement

	ITEM DESCRIPTION	YES	NO
1.	Metal rectangular frames, solid metal covers, herringbone grates, and bi-directional vaned grates for Catch Basin Types 1, 1L, 1P, and 2 and Concrete Inlets See Std Plans		X
2	Metal circular frames (rings) and covers, circular grates, and prefabricated ladders for Manhole Types 1, 2, and 3, Drywell Types 1, 2, and 3 and Catch Basin Type 2 See Std Plans		X
3	Prefabricated steel grate supports and welded grates, metal frames and dual vaned grates, and Type 1, 2, and 3 structural tubing grates for Drop Inlets See Std. Plans		X
4	Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes smaller than 60 inch diameter.		X
5	Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes larger than 60 inch diameter		X
6	Corrugated Steel Pipe - Steel lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, 1 thru 5		X
7	Corrugated Aluminum Pipe - Aluminum lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, #5		X

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	ITEM DESCRIPTION	YES	NO
8	Anchor Bolts & Nuts - Anchor Bolts and Nuts, for mounting sign structures, luminaries and other items, shall be made from commercial bolt stock See Contract Plans and Std Plans for size and material type.		X
9	Aluminum Pedestrian Handrail - Pedestrian handrail conforming to the type and material specifications set forth in the contract plans. Welding of aluminum shall be in accordance with Section 9-28 14(3).	X	
10	Major Structural Steel Fabrication - Fabrication of major steel items such as trusses, beams, girders, etc , for bridges	X	
11	Minor Structural Steel Fabrication - Fabrication of minor steel Items such as special hangers, brackets, access doors for structures, access ladders for irrigation boxes, bridge expansion joint systems, etc , involving welding, cutting, punching and/or boring of holes See Contact Plans for item description and shop drawings	X	
12	Aluminum Bridge Railing Type BP - Metal bridge railing conforming to the type and material specifications set forth in the Contract Plans. Welding of aluminum shall be in accordance with Section 9-28 14(3).		X
13	Concrete Piling--Precast-Prestressed concrete piling for use as 55 and 70 ton concrete piling Concrete to conform to Section 9-19 1 of Std Spec	X	
14	Precast Manhole Types 1, 2, and 3 with cones, adjustment sections and flat top slabs See Std Plans		X
15	Precast Drywell Types 1, 2, and with cones and adjustment Sections. See Std Plans		X
16	Precast Catch Basin - Catch Basin type 1, 1L, 1P, and 2 With adjustment sections. See Std. Plans.		X

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	ITEM DESCRIPTION	YES	NO
17	Precast Concrete Inlet - with adjustment sections, See Std Plans		X
18	Precast Drop Inlet Type 1 and 2 with metal grate supports See Std Plans		X
19	Precast Grate Inlet Type 2 with extension and top units See Std Plans		X
20	Metal frames, vaned grates, and hoods for Combination Inlets See Std Plans		X
21	Precast Concrete Utility Vaults - Precast Concrete utility vaults of various sizes Used for in ground storage of utility facilities and controls See Contract Plans for size and construction requirements Shop drawings are to be provided for approval prior to casting		X
22	Vault Risers - For use with Valve Vaults and Utilities X Vaults		X
23	Valve Vault - For use with underground utilities See Contract Plans for details		X
24	Precast Concrete Barrier - Precast Concrete Barrier for use as new barrier or may also be used as Temporary Concrete Barrier Only new state approved barrier may be used as permanent barrier		X
25	Reinforced Earth Wall Panels – Reinforced Earth Wall Panels in size and shape as shown in the Plans. Fabrication plant has annual approval for methods and materials to be used See Shop Drawing Fabrication at other locations may be approved, after facilities inspection, contact HQ. Lab.	X	
26	Precast Concrete Walls - Precast Concrete Walls - tilt-up wall panel in size and shape as shown in Plans Fabrication plant has annual approval for methods and materials to be used	X	

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	ITEM DESCRIPTION	YES	NO
27	Precast Railroad Crossings - Concrete Crossing Structure Slabs	X	
28	12, 18 and 26 inch Standard Precast Prestressed Girder – Standard Precast Prestressed Girder for use in structures Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders See Std Spec Section 6-02 3(25)A	X	
29	Prestressed Concrete Girder Series 4-14 - Prestressed Concrete Girders for use in structures Fabricator plant has annual approval of methods and materials to be used Shop Drawing to be provided for approval prior to casting girders. See Std Spec Section 6-02 3(25)A	X	
30	Prestressed Tri-Beam Girder - Prestressed Tri-Beam Girders for use in structures Fabricator plant has annual approval of methods and materials to be used Shop Drawing to be provided for approval prior to casting girders. See Std Spec Section 6-02 3(25)A	X	
31.	Prestressed Precast Hollow-Core Slab – Precast Prestressed Hollow-core slab for use in structures Fabricator plant has annual approval of methods and materials to be used Shop Drawing to be provided for approval prior to casting girders See Std Spec. Section 6-02 3(25)A	X	
32	Prestressed-Bulb Tee Girder - Bulb Tee Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used Shop Drawing to be provided for approval prior to casting girders See Std Spec Section 6-02.3(25)A	X	
33	Monument Case and Cover See Std Plan.		X

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	ITEM DESCRIPTION	YES	NO
34	Cantilever Sign Structure - Cantilever Sign Structure fabricated from steel tubing meeting AASHTO-M-183 See Std. Plans, and Contract Plans for details The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	X	
35	Mono-tube Sign Structures - Mono-tube Sign Bridge fabricated to details shown in the Plans. Shop drawings for approval are required prior to fabrication	X	
36.	Steel Sign Bridges - Steel Sign Bridges fabricated from steel tubing meeting AASHTO-M-138 for Aluminum Alloys See Std Plans, and Contract Plans for details The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111	X	
37	Steel Sign Post - Fabricated Steel Sign Posts as detailed in Std Plans Shop drawings for approval are to be provided prior to fabrication		X
38	Light Standard-Prestressed - Spun, prestressed, hollow concrete poles	X	
39.	Light Standards - Lighting Standards for use on highway illumination systems, poles to be fabricated to conform with methods and materials as specified on Std Plans See Specia Provisions for pre-approved drawings	X	
40	Traffic Signal Standards - Traffic Signal Standards for use on highway and/or street signal systems Standards to be fabricated to conform with methods and material as specified on Std Plans See Special Provisions for pre-approved drawings	X	
41	Precast Concrete Sloped Mountable Curb (Single and DualFaced) See Std Plans		X

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	ITEM DESCRIPTION	YES	NO
42.	Traffic Signs - Prior to approval of a Fabricator of Traffic Signs, the sources of the following materials must be submitted and approved for reflective sheeting, legend material, and aluminum sheeting **NOTE:** *** Fabrication inspection required Only signs tagged "Fabrication Approved" by WSDOT Sign Fabrication Inspector to be installed	X	X
		Custom Message	Std Signing Message
43.	Cutting & bending reinforcing steel		X
44	Guardrail components	X	X
		Custom End Sec	Standard Sec
45	Aggregates/Concrete mixes	Covered by WAC 296-127-018	
46	Asphalt	Covered by WAC 296-127-018	
47	Fiber fabrics		X
48	Electrical wiring/components		X
49	treated or untreated timber pile		X
50	Girder pads (elastomeric bearing)	X	
51	Standard Dimension lumber		X
52	Irrigation components		X

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	ITEM DESCRIPTION	YES	NO
53	Fencing materials		X
54	Guide Posts		X
55	Traffic Buttons		X
56.	Epoxy		X
57	Cribbing		X
58	Water distribution materials		X
59.	Steel "H" piles		X
60	Steel pipe for concrete pile casings		X
61.	Steel pile tips, standard		X
62.	Steel pile tips, custom	X	

Prefabricated items specifically produced for public works projects that are prefabricated in a county other than the county wherein the public works project is to be completed, the wage for the offsite prefabrication shall be the applicable prevailing wage for the county in which the actual prefabrication takes place

It is the manufacturer of the prefabricated product to verify that the correct county wage rates are applied to work they perform

See RCW 39 12 010
(The definition of "locality" in RCW 39 12 010(2) contains the phrase "wherein the physical work is being performed " The department interprets this phrase to mean the actual work site

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WSDOT's List of State Occupations not applicable to Heavy and Highway Construction Projects

This project is subject to the state hourly minimum rates for wages and fringe benefits in the contract provisions, as provided by the state Department of Labor and Industries
The following list of occupations, is comprised of those occupations that are not normally used in the construction of heavy and highway projects
When considering job classifications for use and / or payment when bidding on, or building heavy and highway construction projects for, or administered by WSDOT, these Occupations will be excepted from the included "Washington State Prevailing Wage Rates For Public Work Contracts" documents.

- Building Service Employees
- Electrical Fixture Maintenance Workers
- Electricians - Motor Shop
- Heating Equipment Mechanics
- Industrial Engine and Machine Mechanics
- Industrial Power Vacuum Cleaners
- Inspection, Cleaning, Sealing of Water Systems by Remote Control
- Laborers - Underground Sewer & Water
- Machinists (Hydroelectric Site Work)
- Modular Buildings
- Playground & Park Equipment Installers
- Power Equipment Operators - Underground Sewer & Water
- Residential *** ALL ASSOCIATED RATES ***
- Sign Makers and Installers (Non-Electrical)
- Sign Makers and Installers (Electrical)
- Stage Rigging Mechanics (Non Structural)

The following occupations may be used only as outlined in the preceding text concerning "WSDOT's list for Suppliers - Manufacturers - Fabricators"

- Fabricated Precast Concrete Products
- Metal Fabrication (In Shop)

Definitions for the Scope of Work for prevailing wages may be found at the Washington State Department of Labor and Industries web site and in WAC Chapter 296-127

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Washington State Department of Labor and Industries
Policy Statements
(Regarding Production and Delivery of Gravel, Concrete, Asphalt, etc.)

WAC 296-127-018 Agency filings affecting this section

Coverage and exemptions of workers involved in the production and delivery of gravel, concrete, asphalt, or similar materials.

(1) The materials covered under this section include but are not limited to Sand, gravel, crushed rock, concrete, asphalt, or other similar materials.

(2) All workers, regardless of by whom employed, are subject to the provisions of chapter 39.12 RCW when they perform any or all of the following functions:

(a) They deliver or discharge any of the above-listed materials to a public works project site

(i) At one or more point(s) directly upon the location where the material will be incorporated into the project, or

(ii) At multiple points at the project, or

(iii) Adjacent to the location and coordinated with the incorporation of those materials.

(b) They wait at or near a public works project site to perform any tasks subject to this section of the rule.

(c) They remove any materials from a public works construction site pursuant to contract requirements or specifications (e g , excavated materials, materials from demolished structures, clean-up materials, etc)

(d) They work in a materials production facility (e g., batch plant, borrow pit, rock quarry, etc.,) which is established for a public works project for the specific, but not necessarily exclusive, purpose of supplying materials for the project

(e) They deliver concrete to a public works site regardless of the method of incorporation

(f) They assist or participate in the incorporation of any materials into the public works project.

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(3) All travel time that relates to the work covered under subsection (2) of this section requires the payment of prevailing wages Travel time includes time spent waiting to load, loading, transporting, waiting to unload, and delivering materials Travel time would include all time spent in travel in support of a public works project whether the vehicle is empty or full For example, travel time spent returning to a supply source to obtain another load of material for use on a public works site or returning to the public works site to obtain another load of excavated material is time spent in travel that is subject to prevailing wage Travel to a supply source, including travel from a public works site, to obtain materials for use on a private project would not be travel subject to the prevailing wage

(4) Workers are not subject to the provisions of chapter 39.12 RCW when they deliver materials to a stockpile

(a) A "stockpile" is defined as materials delivered to a pile located away from the site of incorporation such that the stockpiled materials must be physically moved from the stockpile and transported to another location on the project site in order to be incorporated into the project

(b) A stockpile does not include any of the functions described in subsection (2)(a) through (f) of this section, nor does a stockpile include materials delivered or distributed to multiple locations upon the project site, nor does a stockpile include materials dumped at the place of incorporation, or adjacent to the location and coordinated with the incorporation.

(5) The applicable prevailing wage rate shall be determined by the locality in which the work is performed. Workers subject to subsection (2)(d) of this section, who produce such materials at an off-site facility shall be paid the applicable prevailing wage rates for the county in which the off-site facility is located. Workers subject to subsection (2) of this section, who deliver such materials to a public works project site shall be paid the applicable prevailing wage rates for the county in which the public works project is located

[Statutory Authority Chapter 39.12 RCW, RCW 43 22 051 and 43 22.270 08-24-101, § 296-127-018, filed 12/2/08, effective 1/2/09 Statutory Authority Chapters 39 04 and 39 12 RCW and RCW 43.22.270 92-01-104 and 92-08-101, § 296-127-018, filed 12/18/91 and 4/1/92, effective 8/31/92]

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PROPOSAL
FOR BIDDING PURPOSES

For Construction of:

Guideposts & Guardrail Installation

CE 2097 CRP

Federal Aid No: HSIP-000S(556)

INCLUDES:
PROPOSAL
PROPOSAL BOND
PROPOSAL FOR INCORPORATING RECYCLED MATERIALS
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES
LOCAL AGENCY CERTIFICATION FOR FEDERAL-AID CONTRACTS
DBE BID ITEM BREAKDOWN FORM (COA)
DBE UTILIZATION CERTIFICATION (COA)
DBE WRITTEN CONFIRMATION DOCUMENT (COA)
DBE TRUCKING CREDIT FORM (COA)

PUBLIC WORKS DEPARTMENT

COUNTY OF
BENTON
WASHINGTON

Bid No. 22-09

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PROPOSAL

TO: THE BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY
PROSSER, WASHINGTON 99350

Gentlemen:

The undersigned hereby certifies that he/she has examined the location of the public works project outlined in these attached special provisions, specifications and plans, and has read and thoroughly understands the plans, specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available, in accordance with the said plans, specifications and contract, and the following schedule of rates and prices:

CE 2097 CRP – Guideposts & Guardrail Installation

(NOTE. Unit prices for all items, all extensions, and total amount of bid, shall be shown)

ITEM NO	QTY	UNIT	ITEM DESCRIPTION	PRICE PER UNIT		AMOUNT	
				Dollars	Cts.	Dollars	Cts
1	1	L.S	MOBILIZATION				
2	200	TON	CRUSHED SURFACING BASE COURSE				
3	4,462.5	L.F.	BEAM GUARDRAIL TYPE 31 – 9 FT. LONG POST				
4	11	EA.	BEAM GUARDRAIL TYPE 31 NON-FLARED TERMINAL				
5	1	EA	BEAM GUARDRAIL TRANSITION SECTION TYPE 1 TO TYPE 31				
6	3,500	EA	FLEXIBLE GUIDEPOST				
7	1	L.S	PROJECT TEMPORARY TRAFFIC CONTROL				
8	1	L.S	TRIMMING AND CLEANUP				
9	3	EA.	MAILBOX SUPPORT TYPE 1				
10	1	EA	MAILBOX SUPPORT TYPE 2				
11	1	L.S	SPCC PLAN				
12	CALC	CALC	MINOR CHANGE	$25,000	00		
	TOTAL						

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The undersigned hereby agrees to pay to labor not less than the hourly minimum rates of wages as set forth in these special provisions.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereby·

Cashier's Check	_____	In the Amount of _____
Certified Check	_____	($_____) Payable to the County Treasurer of Benton County, Washington
Proposal Bond	_____	In the amount of 5% of the Bid.

Receipt is hereby acknowledged of Addendum No(s). _____, _____, & _____.

PUBLIC WORKS TRAINING

The undersigned hereby certifies that the contractor has received L & I training, per RCW 39.04.350, or has completed three or more public works projects and has had a valid business license in Washington for three or more years and therefore are exempt from training.

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972, Executive Order 11246 as amended by Executive Order 11375, Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW The policy reads as follows·

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statement is true and correct·

That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

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NOTICE TO ALL BIDDERS

To report bid rigging activities call.

1-800-424-9071

The U S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction control fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR'S EMPLOYMENT SECURITY DEPARTMENT NO _____

FIRM NAME: _____

_____ _____
SIGNATURE OF AUTHORIZED OFFICIAL (PRINT NAME AND TITLE)

_____ _____
SIGNATURE OF AUTHORIZED OFFICIAL (PRINT NAME AND TITLE)

PROPOSAL MUST BE SIGNED

DATED this _____ day of _____, 20____.

ADDRESS OF BIDDER: _____

PRINCIPAL PLACE OF BUSINESS: _____

TELEPHONE NO.: (____)_____ EMAIL:_____

NOTE: (1) This proposal form is not transferable, and any alteration of the firm name entered hereon without prior permission from the Board of County Commissioners will be sufficient cause for considering the proposal irregular and consequent rejection of the bid.

(2) Should it be necessary to modify this proposal in writing, please make reference to the project number.

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PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____

_____ of _____

as principal, and the _____, a corporation

duly organized under the laws of the State of _____, and authorized

to do business in the State of Washington, as surety, are held and firmly bound unto Benton County in the full and penal sum of five (5) percent of the total amount of the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following highway construction, to wit:

CE 2097 CRP – Guideposts & Guardrail Installation

said bid and proposal, by reference thereto, being made a part hereof

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by Benton County within a period of **ten (10) days** from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be

signed and sealed this _____ day of _____, _____.

_____
(Principal)

_____
(Surety)

_____
(Attorney-in-fact)

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COUNTY OF
BENTON
WASHINGTON

Proposal for Incorporating Recycled Materials into the Project

In compliance with a new law that went into effect January 1, 2016 (SHB1695), the Bidder shall propose below, the total percent of construction aggregate and concrete materials to be incorporated into the Project that are recycled materials. Calculated percentages must be within the amounts allowed in Section 9-03 21(1)E Table on Maximum Allowable Percent (By weight) of Recycled Material, of the Standard Specifications

Proposed total percentage _____percent

Note: Use of recycled materials is highly encouraged within the limits shown above, but does not constitute a Bidder Preference, and will not affect the determination of award, unless two or more lowest responsive Bid totals are exactly equal, in which case proposed recycling percentages will be used as a tiebreaker, per the APWA GSP in Section 1-03.1 of the Special Provisions Regardless, the Bidders stated proposed percentages will become a goal the Contractor should do its best to accomplish. Bidders will be required to report on recycled materials actually incorporated into the Project, in accordance with the APWA GSP in Section 1-06 6 of the Special Provisions

Bidder _____

Signature: _____

Date: _____

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BENTON COUNTY
WASHINGTON

This form must be submitted with the Bid Proposal or as a Supplement to the Bid no later than 24 hours after the time for delivery of the Bid Proposal, as provided for in Section 1-02.9 of the Contract Provisions.

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, 4-24-2024, 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.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

_____
Bidder's Business Name

_____
Signature of Authorized Official*

_____
Printed Name

_____
Title

_____ _____ _____
Date City (where signed) State

Check One:
Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

State of Incorporation, or if not a corporation, State where business entity was formed:

_____

If a co-partnership, give firm name under which business is transacted:

_____

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

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BENTON COUNTY
WASHINGTON

This form must be submitted with the Bid Proposal or as a Supplement to the Bid no later than 24 hours after the time for delivery of the Bid Proposal, as provided for in Section 1-02.9 of the Contract Provisions.

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, 6-5-2024, 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.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

_____
Bidder's Business Name

_____
Signature of Authorized Official*

_____
Printed Name

_____
Title

_____ _____ _____
Date City (where signed) State

Check One:
Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

State of Incorporation, or if not a corporation, State where business entity was formed:

_____

If a co-partnership, give firm name under which business is transacted:

_____

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

DocuSign Envelope ID: CE1FC78B-D6AA-42F5-90EB-43A0D6AF15A6

Local Agency Certification for Federal-Aid Contracts

The prospective participant certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is material representation of the 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, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

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Washington State Department of Transportation

Disadvantaged Business Enterprise Utilization Certification

To be eligible for Award of this Contract the Bidder shall fill out and submit, as a supplement to its sealed Bid Proposal, a Disadvantaged Business Enterprise (DBE) Utilization Certification The Contracting Agency shall consider as non-responsive and shall reject any Bid Proposal that does not contain a DBE Utilization Certification which properly demonstrates that the Bidder will meet the DBE participation requirements in one of the manners provided for in the proposed Contract **Refer to the instructions on Page 2 when filling out this form or the Bid may be rejected. An example form has been provided on Page 3.** The successful Bidder's DBE Utilization Certification shall be deemed a part of the resulting Contract

Box 1 _____ certifies that the DBE firms listed below have been contacted regarding participation on this project. If this Bidder is successful on this project and is awarded the Contract, it shall assure that subcontracts or supply agreements are executed with named DBEs (If necessary, use additional sheets)

Box 2 _____

Column 1 **Name of DBE** (See instructions)	Column 2 **Project Role** (See instructions)	Column 3 **Description of Work** (See instructions)	Column 4 **Dollar Amount Subcontracted to DBE** (See instructions)	Column 5 **Dollar Amount to be Applied Towards Goal** (See instructions)

Disadvantaged Business Enterprise Condition of Award Contract Goal _____ Box 3

Total DBE Commitment Dollar Amount _____ Box 4

5 ☐ By checking Box 5 the Bidder is stating that their attempts to solicit sufficient DBE participation to meet the COA Contract goal has been unsuccessful and good faith effort will be submitted in accordance with Section 1-02.9 of the Contract

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Instructions for Disadvantaged Business Enterprise Utilization Certification Form

Box 1 Name of Bidder (Proposal holder) submitting Bid

Box 2 Name of the Project

Column 1 Name of the Disadvantaged Business Enterprise (DBE). DBE firms can be found using the Diversity Management and Compliance System web page https //wsdot diversitycompliance com Repeat the name of the DBE for each Project Role that will be performed

Column 2 The Project Role that the DBE will be performing as follows,

- Prime Contractor
- Subcontractor
- Subcontractor (Force Account)
  - Work sublet as Force Account must be listed separately
- Manufacturer
- Regular Dealer
  - Work sublet to a Regular Dealer must be listed separately
  - Regular Dealer status must be approved prior to Bid submittal by the Office of Equal Opportunity, Washington State Department of Transportation, on each Contract
- Broker
  - Work sublet to a Broker must be listed separately

List each project role to be performed by a single DBE individually on a separate row The role is used to determine what portion of the amount to be subcontracted (Column 4) may be applied toward meeting the goal (column 5)

Column 3 Provide a description of work to be performed by the DBE The work to be performed must be consistent with the Certified Business Description of the DBE provided at the Diversity Management and Compliance System web page https //wsdot diversitycompliance com

- A Bidder subletting a portion of a bid item shall state **"Partial"** and describe the Work that is included
  - For example, "Electrical (Partial) – Trenching"
- "Mobilization" will not be accepted as a description of Work

Column 4 List the total amount to be subcontracted to each DBE for each Project Role they are performing

Column 5 This is the dollar amount for each line listed in the certification that the prime intends to apply towards meeting the COA Contract goal It may be that only a portion of the amount subcontracted to a DBE in Column 4 is eligible to be credited toward meeting the goal **See Note 1, Note 2, Note 3.** The Contracting Agency will utilize the sum of this column (Box 4) to determine whether or not the bidder has met the goal In the event of an arithmetic error in summing column 5 or an error in making appropriate reductions in the amounts in column four, **See Note 1, Note 2, Note 3**, then the mathematics will be corrected and the total (Box 4) will be revised accordingly

Note 1: For Work sublet as Force Account the bidder **may only claim 50%** of the amount subcontracted (Column 4) towards meeting the goal (Column 5). This information will be used to demonstrate that the DBE contract goal is met at the time that the bidder submits their bid For example, amount sublet as force account = $100,000 (Column 4) equates to ($100,000 X 50%) = $50,000 (Column 5) to be applied towards the goal

Note 2: For Work sublet to a Regular Dealer the bidder **may only claim 60%** of the cost of the materials or supplies (Column 4) towards meeting the goal (Column 5) For example, Material cost = $100,000 (Column 4) equates to ($100,000 X 60%) = $60,000 (Column 5) to be applied towards the goal

Note 3: For Work sublet to a Broker the bidder **may only claim the fees** paid to a Broker towards meeting the goal (Column 4) For example, amount sublet to a broker = $100,000 (Column 4) equates to ($100,000 X reasonable fee %) = $ (Column 5) to be applied towards the goal

Box 3 Box 3 is the COA Contract goal which is the minimum required DBE participation The goal stated in the Contract will be in terms of a dollar amount or a percentage in the Contract When expressed as a percentage you must multiply the percentage times the sum total of all bid items as submitted in the Bidder's Proposal to determine the dollar goal and write it in Box 3. In the event of an error in this box, the Contracting Agency will revise the amount accordingly

Box 4 Box 4 is the sum of the values in column 5 **This value must equal or exceed the COA Contract goal amount written in Box 3 or;**

Box 5 Check Box 5 if insufficient DBE Participation has been achieved and a good faith effort is required. Refer to the subsection titled, *Selection of Successful Bidder/Good Faith Efforts (GFE)* in the Contract

See the *Disadvantaged Business Enterprise Participation* specification in the Contract for more information.

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Washington State Department of Transportation

Disadvantaged Business Enterprise Utilization Certification

To be eligible for Award of this Contract the Bidder shall fill out and submit, as a supplement to its sealed Bid Proposal, a Disadvantaged Business Enterprise (DBE) Utilization Certification The Contracting Agency shall consider as non-responsive and shall reject any Bid Proposal that does not contain a DBE Utilization Certification which properly demonstrates that the Bidder will meet the DBE participation requirements in one of the manners provided for in the proposed Contract **Refer to the instructions on Page 2 when filling out this form or the Bid may be rejected. An example form has been provided on Page 3.** The successful Bidder's DBE Utilization Certification shall be deemed a part of the resulting Contract

Box 1 A Plus Construction Company certifies that the DBE firms listed below have been contacted regarding participation on this project If this Bidder is successful on this project and is awarded the Contract, it shall assure that subcontracts or supply agreements are executed with named DBEs (If necessary, use additional sheets)

Box 2 US 395, Spokane City Limits to Stevens County Line - Paving and Safety

Column 1 **Name of DBE** See instructions)	Column 2 **Project Role** See instructions)	Column 3 **Description of Work** See instructions)	Column 4 **Dollar Amount Subcontracted to DBE** See instructions)	Column 5 **Dollar Amount to be Applied Towards Goal** See instructions)
A Plus Construction Company	Prime	Asphalt and concrete paving, asphalt milling, preleveling and pavement repair	N/A	900,000
In the Line Services, Inc	Subcontractor (Force Account)	Crack sealing	20,000	10,000
In the Line Services, Inc	Subcontractor	Guideposts, joint seal, pavement markers, temporary signage, construction sign installation	200,000	200,000
The Everything Guys, LLC	Regular Dealer	Rental and sales of highway construction and related equipment and materials	100,000	60,000
Optimus Prime Trucking, Inc	Subcontractor	Dump Trucking	50,000	50,000
Metalheads, Inc	Manufacturer	Dowel Bars	75,000	75,000
Erosion Under Control Co	Broker	Erosion control blankets, straw bales and wattles, sand bags	15,000	250

EXAMPLE

Disadvantaged Business Enterprise Condition of Award Contract Goal 356,968.16 (Box 3)

Total DBE Commitment Dollar Amount 1,295,250 (Box 4)

5 ☐ By checking Box 5 the Bidder is stating that their attempts to solicit sufficient DBE participation to meet the COA Contract goal has been unsuccessful and good faith effort will be submitted in accordance with Section 1-02.9 of the Contract

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Washington State Department of Transportation

Disadvantaged Business Enterprise (DBE) Bid Item Breakdown Form

1. Contract Number	2 Contract Name
3 Prime Contractor	4. Prime Contractor Representative Name
5 Prime Contractor Representative Phone Number	6 Prime Contractor Representative Email

Column 1 **Name of UDBE** (See Instructions)	Column 2 **Bid Item #** (See Instructions)	Column 3 **Full/Partial** (See Instructions)	Column 4 **Quantity** (See Instructions)	Column 5 **Description** (See Instructions)	Column 6 **Unit Price** (See Instructions)	Column 7 **Total Unit Cost** (See Instructions)	Column 8 **Dollar Amount to be Applied Towards Goal** (See Instructions)
					Subtotal:	$ 0 00	$ 0 00
Name of UDBE	**Bid Item #**	**Full/Partial**	**Quantity**	**Description**	**Unit Price**	**Total Unit Cost**	**Dollar Amount to be Applied Towards Goal**
					Subtotal:	$ 0 00	$ 0 00
Name of UDBE	**Bid Item #**	**Full/Partial**	**Quantity**	**Description**	**Unit Price**	**Total Unit Cost**	**Dollar Amount to be Applied Towards Goal**
					Subtotal:	$ 0 00	$ 0 00
Name of UDBE	**Bid Item #**	**Full/Partial**	**Quantity**	**Description**	**Unit Price**	**Total Unit Cost**	**Dollar Amount to be Applied Towards Goal**
					Subtotal:	$ 0 00	$ 0.00
					TOTAL UDBE Dollar Amount:	$ 0 00	$ 0 00

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Instructions for Disadvantaged Business Enterprise (DBE) Bid Item Breakdown Form

Box 1: Provide the Contract Number as stated in the project information webpage.

Box 2: Provide the Name of the project as stated in the project information webpage.

Box 3. Provide the Name of the bidder (Proposal holder) submitting Bid

Box 4. Provide the name of the prime contractor's representative available to contact regarding this form.

Box 5: Provide the phone number of the prime contractor's representative available to contact regarding this form.

Box 6. Provide the email of the prime contractor's representative available to contact regarding this form.

Column 1: Provide the Name of the Disadvantaged Business Enterprise (DBE) Firm. DBE Firms can be found using the search tools under the Firm Certification section of the Diversity Management and Compliance System (DMCS) webpage https //wsdot diversitycompliance.com.

Column 2: Provide the Bid Item Number (as it appears in the engineer's estimate bid check report) available on the project information webpage.

Column 3 If the DBE is performing only part of the bid item, mark "Partial" If the DBE is performing the entire bid item, mark "Complete".

Column 4 Provide the estimated quantity for the specific bid item. For trucking firms, use hour or another unit of measure.

Column 5: Provide a description of the work to be performed by the DBE.

Column 6: Provide the price per unit and specify the type of unit used For trucking firms, use hour or another unit of measure.

Column 7 Provide the estimated total unit cost amount per bid item.

Column 8 Provide the amount of the bid item being used to fulfil the DBE goal. The work to be performed must be consistent with the Certified Business Description of the DBE provided in the DMCS webpage https://wsdot.diversitycompliance com. Mobilization up to 10% is acceptable. If mobilization is more than 10% additional information and/or justification may be requested The total amount shown for each DBE shall match the amount shown on the DBE Utilization Certification Form

Use Additional Sheets if necessary.

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Washington State Department of Transportation

Disadvantaged Business Enterprise (DBE) Written Confirmation Document

See Contract Provisions· DBE Document Submittal Requirements
Disadvantaged Business Enterprise Participation

THIS FORM SHALL ONLY BE SUBMITTED TO A DBE THAT IS LISTED ON THE CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION CERTIFICATION.

THE CONTRACTOR SHALL COMPLETE PART A PRIOR TO SENDING TO THE DBE.

PART A: To be completed by the bidder

The entries below shall be consistent with what is shown on the Bidder's Disadvantaged Business Enterprise Utilization Certification. Failure to do so will result in Bid rejection.

Contract Title: _____

Bidder's Business Name: _____

DBE's Business Name: _____

Description of DBE's Work: _____

Dollar Amount to be Applied Towards DBE Goal: _____

Dollar Amount to be Subcontracted to DBE*: _____
*Optional Field

PART B: To be completed by the Disadvantaged Business Enterprise

As an authorized representative of the Disadvantaged Business Enterprise, I confirm that we have been contacted by the Bidder with regard to the referenced project for the purpose of performing the Work described above. If the Bidder is awarded the Contract, we will enter into an agreement with the Bidder to participate in the project consistent with the information provided in Part A of this form.

Name (printed): _____

Signature: _____

Title: _____

Address: _____ Date: _____

_____

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Washington State Department of Transportation

Disadvantaged Business Enterprise (DBE)Trucking Credit Form

PART A: TO BE COMPLETED BY THE BIDDER

This form is in support of the trucking commitment identified on the DBE Utilization Certification Form submitted with the proposal Please note that DBE's must be certified prior to time of submittal

Federal Aid #	Contract #	Project Name
If listing items by hours, or by lump sum amounts, please provide calculations to substantiate the quantities listed		

Bid Item	Item Description

Use additional sheets as necessary.

Bidder		Name/Title (please print)
Phone	Fax	Signature
Address		I certify that the above information is complete and accurate
Email		Date

PART B: TO BE COMPLETED BY THE DBE TRUCKING FIRM

Note: DBE trucking firm participation may only be credited as DBE participation for the value of the hauling services, not for the materials being hauled unless the trucking firm is also *recognized as a supplier of the materials used on the project and approved* for this project as a regular dealer

1 Type of Material expected to be hauled? _____

2 Number of fully operational trucks expected to be used on this project? _____ Tractor/trailers _____ Dump trucks _____

3 Number of trucks and trailers owned by the DBE that will be used on this project? _____ Tractor/trailers _____ Dump trucks _____

4 Number of trucks and trailers leased by the DBE that will be used on this project? _____ Tractor/trailers _____ Dump trucks _____

DBE Firm Name		Name/Title (please print)
Certification Number		
Phone	Fax	Signature
Address		I certify that the above information is complete and accurate
Email		Date

DocuSign Envelope ID: CE1FC78B-D6AA-42F5-90EB-43A0D6AF15A6

Submit this form to in accordance with section 1-02 9 of the Contract.

Instruction to Bidder The Bidder shall complete and submit the Disadvantaged Business Enterprise (DBE) Trucking Credit Form in accordance with Section 1-02 9 of the Contract

INSTRUCTIONS

Please note – All Fields are required

PART A: TO BE COMPLETED BY THE BIDDER

Federal Aid: Include the project federal-aid number

County: Specify the County where the project will take place

Contract #: Specify the Project Contract Number which can be found in the Engineer's estimate bid check report.

Bid Item: Provide the Bid Item Number (as it appears in the engineer's estimate bid check report) for which trucking services will be utilized

Item Description: Provide description of the bid item (as it appears in the engineer's estimate bid check report) for which trucking will be utilized

Bidder: In this section, provide the bidder's legal name, title, Business address, Phone and email

The bidder's representative signature is required in addition to the date the form was signed.

PART B: TO BE COMPLETED BY THE DBE TRUCKING FIRM

Question 1 Specify type of material that will be hauled (i.e Sand, HMA, gravel)

Question 2 Specify the total number of operational trucks that will be used on the project

Question 3 Specify the total number of operational trucks and trailers owned by the DBE that will be used on the project.

Question 4 Specify the total number of operational trucks and trailers leased by the DBE that will be used on the project

DBE Firm In this section, provide the DBE Firm's legal name, DBE Firm's representative legal name and title, certification Number (Found in the firm's OMWBE Profile page in the OMWBE directory), Business address, Phone, fax and email.

The DBE Firm's representative signature is required in addition to the date the form was signed.

DocuSign Envelope ID: CE1FC78B-D6AA-42F5-90EB-43A0D6AF15A6

CONTRACT

INFORMATION FOR THE CONTRACTOR THAT IS AWARDED THE CONTRACT

For Construction of:

Guideposts and Guardrail Installation

CE 2097 CRP

Federal Aid No: HSIP-000S(556)

PUBLIC WORKS DEPARTMENT

COUNTY OF BENTON WASHINGTON

Bid No: 22-09

DocuSign Envelope ID: CE1FC78B-D6AA-42F5-90EB-43A0D6AF15A6

CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, **2024**, between the COUNTY OF BENTON, STATE OF WASHINGTON, (hereinafter "the County") acting through the Board of County Commissioners, under and by virtue of RCW 36, as amended, and _____, (hereinafter "the Contractor").

WITNESSETH:

That in consideration of the terms and conditions contained herein and in the Contract Documents attached hereto and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall furnish all tools, materials, and equipment, and shall do all work described in and in accordance with the attached plans and specifications entitled "**Contract Provisions and Plans, CE 2097 CRP – Guideposts & Guardrail Installation**," and as described in and in accordance with the State of Washington 2023 Standard Specifications for Road, Bridge, and Municipal Construction adopted by the County, (hereinafter collectively referred to as "the Contract Documents") which are by this reference incorporated herein and made part hereof, and shall perform any changes to the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the County.

II The County hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract. The County further agrees to employ the Contractor to perform any alterations in or additions to the work covered by this contract and every part thereof and any force account work that may be ordered and to pay for the same under the terms of this contract and the attached plans and specifications.

III. The Contractor, for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

IV The County agrees to pay to the Contractor, as full and complete compensation for materials and work provided in accordance with the Contract Documents, the sum of $_____, payable as provided in the Contract Documents.

V. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

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

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VII. The Contractor specifically waives the Contractor's immunity under Title 51 RCW (Industrial Insurance statute), and acknowledges that his waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that Contractor's promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the Contractor's own employees.

IN WITNESS WHEREOF, the said Contractor has executed this instrument, and the Board of County Commissioners of Benton County, Washington has caused this instrument to be executed by and in the name of the said Board of County Commissioners the day and year first above written.

Executed by the Contractor:

_____
Signature

_____
Title

_____
Date

COUNTY OF BENTON

_____
Chairman, Board of Commissioners

Attest:_____
Clerk of the Board

_____
Date

APPROVED AS TO FORM:

_____
Benton County Deputy Prosecuting Attorney

_____
Date

DocuSign Envelope ID: CE1FC78B-D6AA-42F5-90EB-43A0D6AF15A6

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 **Guideposts & Guardrail Installation, Project No.: CE 2097 CRP,** in Benton County, Washington (Contract), and said Principal is required, under the terms of that Contract, to furnish a payment bond in accord with Title 39 08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW

The Principal, and _____ (Surety), a corporation, organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U S Treasury Dept., are jointly and severally held and firmly bound to the County, in the sum of _____ US Dollars ($ _____) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW 39 08, 39.12, and 60.28 including all workers, laborers, mechanics, subcontractors, and materialmen, and all person who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Titles 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW, and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the office executing on behalf of the surety

PRINCIPAL		SURETY	
_____		_____	
Principal Signature	Date	Surety Signature	Date
_____		_____	
Printed Name		Printed Name	
_____		_____	
Title		Title	

Name, address; and telephone of local office/agent of Surety Company is:

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PUBLIC WORKS PERFORMANCE BOND

to BENTON COUNTY, WA

Bond No. _____

Benton County, Washington (County) has awarded to _____ (Principal), a contract for the construction of the project designated as **Guideposts & Guardrail Installation, Project No.: CE 2097 CRP,** 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:

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BENTON COUNTY
STATE OF WASHINGTON

GUIDEPOST AND GUARDRAIL INSTALLATION
VARIOUS LOCATIONS
CE 2097 CRP

FEDERAL AID NO.
HSIP 000S(556)

SIGNATURES

APPROVED: _____
CHAIRMAN, BENTON COUNTY COMMISSIONERS DATE

ATTEST: _____
CLERK OF THE BOARD DATE

APPROVED FOR CONSTRUCTION:

_____
MATTHEW RASMUSSEN, BENTON COUNTY ENGINEER DATE

INDEX

SHEET TITLE	SHEET NUMBER
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BADGER CANYON GUIDEPOST	13
TRAFFIC CONTROL PLAN	14

BENTON COUNTY
BENTON COUNTY WASHINGTON
ROAD DEPARTMENT

GUIDEPOST AND GUARDRAIL INSTALLATION CE 2097 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:
MATTHEW STEPHEN RASMUSSEN
STATE OF WASHINGTON
PE47720
REGISTERED PROFESSIONAL ENGINEER
BENTON COUNTY ENGINEER
DATE: 3/4/2024

DATE	BY	DESCRIPTION	REV.

TITLE SHEET

CALL TWO WORKING DAYS BEFORE YOU DIG 1-800-454-0555
ALL UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN. THE LOCATION OF THOSE SHOWN ARE APPROXIMATE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY UNDERGROUND & ABOVE GROUND EXISTING CONDITIONS. NOTIFY ENGINEER FOR RESOLUTION OF CONFLICTS.

DR'N:	CH'D:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

SHEET 1 OF 14

DocuSign Envelope ID: CE1FC78B-D6AA-42F5-90EB-43A0D6AF15A6

SUMMARY OF QUANTITIES

GUIDEPOST AND GUARDRAIL INSTALLATION (FEDERAL AID NO. HSIP-000S(556))

ITEM NO.	TOTAL QUANTITY	UNIT	ITEM DESCRIPTION	DEMOSS ROAD	OAK STREET	BADGER ROAD	WEBBER CANYON ROAD	O.I.E
			PREPARATION					
1	Lump Sum	L.S.	Mobilization					
			SURFACING					
2	200	TON	Crushed Surfacing Base Course Incl. Haul	150	50			
			TRAFFIC					
3	4,462.5	L.F.	Beam Guardrail Type 31 - 9 Ft. Long Post	3,825	637.5			
4	11	EA.	Beam Guardrail Type 31 Non-Flared Terminal	7	4			
5	1	EA.	Beam Guardrail Transition Section Type 1 to Type 31	1				
6	3500	EA.	Flexible Guide Post			1,103	601	1,796
7	Lump Sum	L.S.	Project Temporary Traffic Control					
			OTHER					
8	Lump Sum	L.S.	Trimming and Cleanup					
9	3	EA.	Mailbox Support Type 1	3				
10	1	EA.	Mailbox Support Type 2	1				
11	Lump Sum	L.S.	SPCC Plan					
12	Lump Sum	L.S.	Minor Changes					

BENTON COUNTY
BENTON COUNTY WASHINGTON
ROAD DEPARTMENT

GUIDEPOST AND GUARDRAIL INSTALLATION CE 2097 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:
MATHEW STEPHEN RASMUSSEN
STATE OF WASHINGTON
PE47720
REGISTERED
PROFESSIONAL ENGINEER
BENTON COUNTY ENGINEER
DATE: 3/4/2024

DATE	BY	DESCRIPTION	REV.

SUMMARY OF QUANTITIES

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-454-8855
ALL UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN. THE LOCATION OF THOSE SHOWN ARE APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY BOTH UNDERGROUND & ABOVE GROUND EXISTING CONDITIONS. NOTIFY ENGINEER FOR RESOLUTION OF CONFLICTS.

DR'N:	CH'D:
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VERT. SCALE:	
REVISION:	

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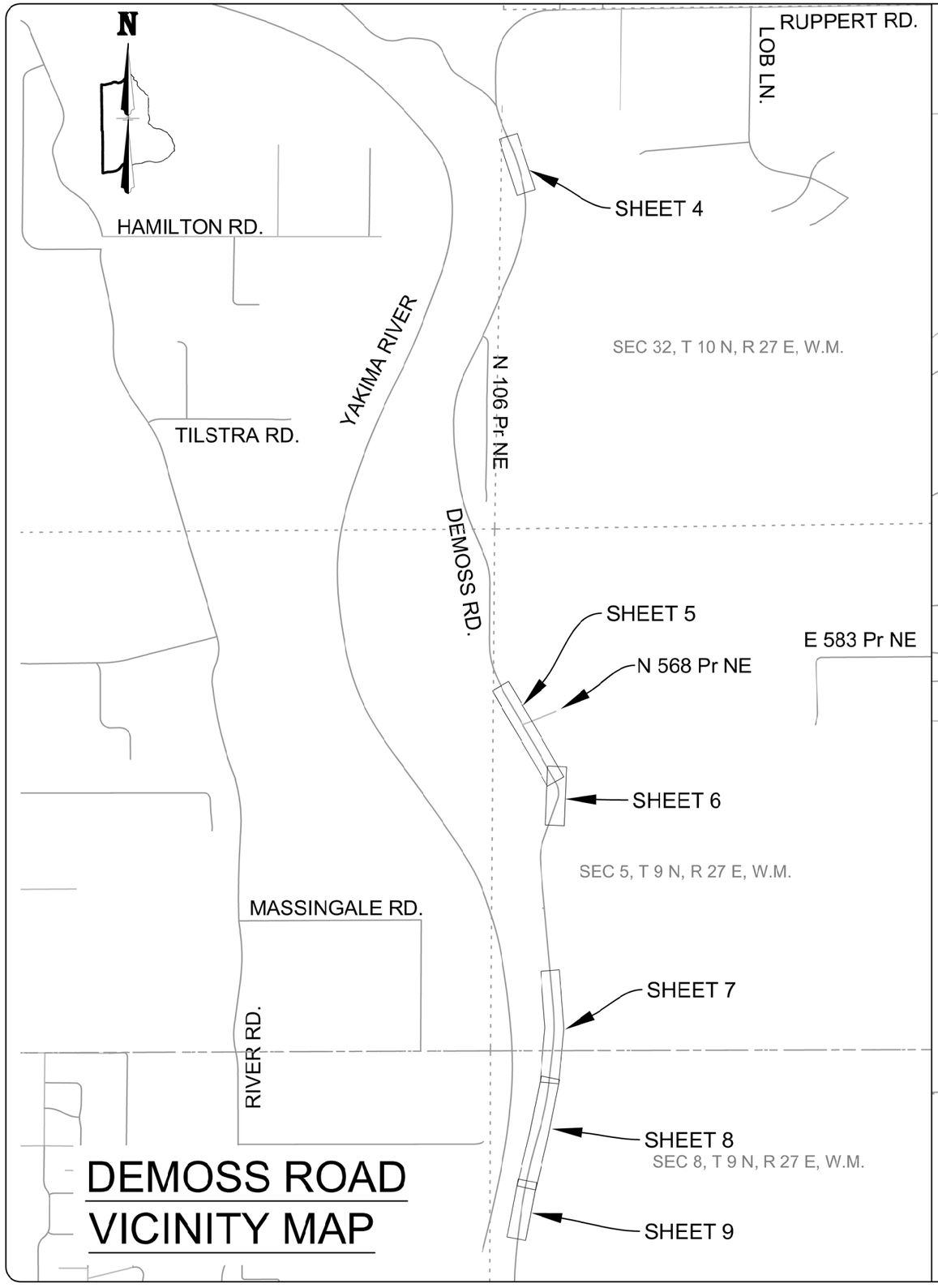
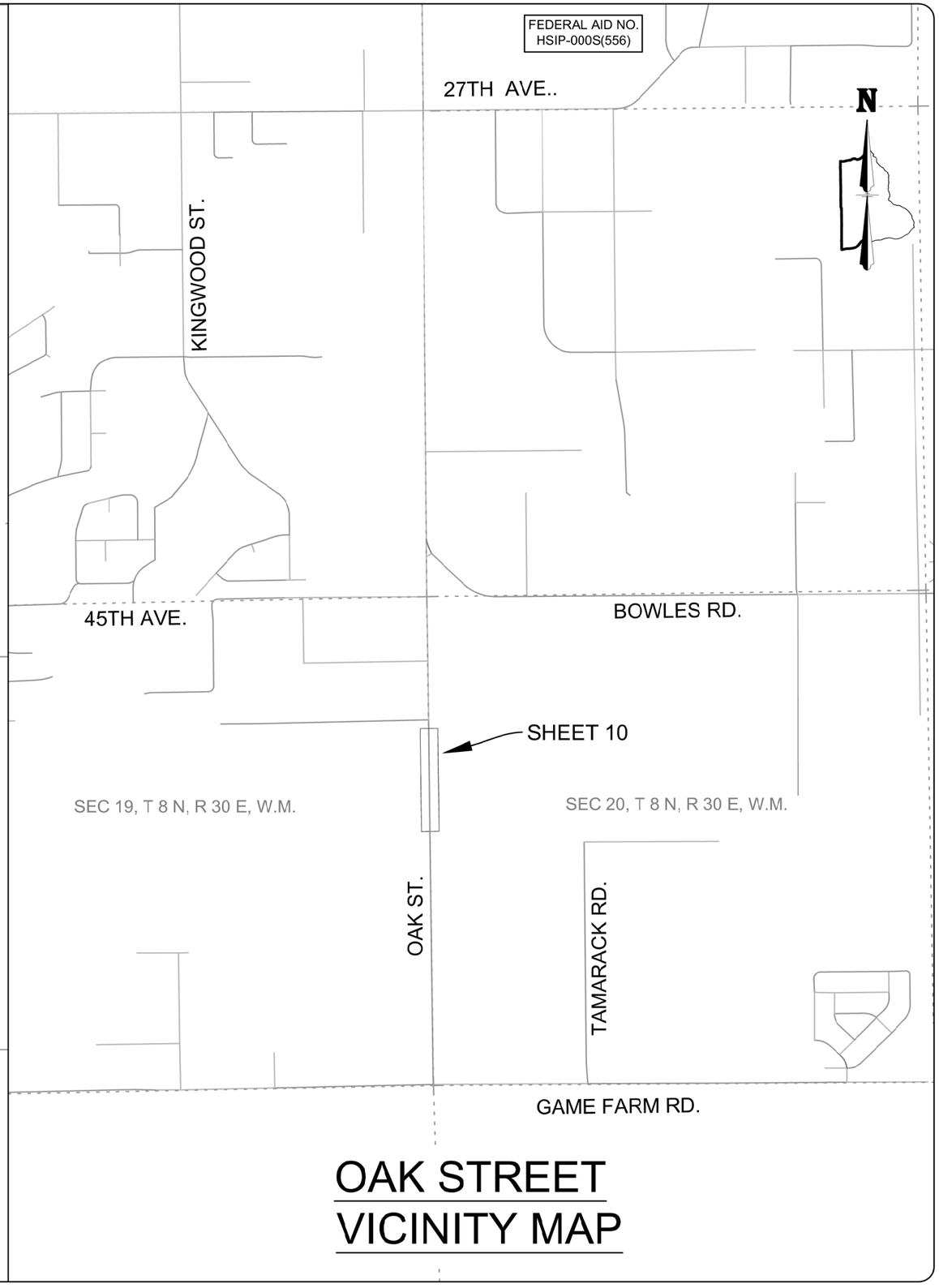


DEMOSS ROAD VICINITY MAP



OAK STREET VICINITY MAP

BENTON COUNTY
BENTON COUNTY WASHINGTON
ROAD DEPARTMENT

GUIDEPOST AND GUARDRAIL INSTALLATION
CE 2097 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:
MATTHEW STEPHEN RASMUSSEN
STATE OF WASHINGTON
PE47720
REGISTERED PROFESSIONAL ENGINEER
BENTON COUNTY ENGINEER
DATE: 3/4/2024

REV.	DESCRIPTION	BY	DATE

GUIDEPOST AND GUARDRAIL INSTALLATION
DEMOSS ROAD & OAK STREET VICINITY MAPS

CALL TWO WORKING DAYS BEFORE YOU DIG 1-800-454-0555
ALL UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN. THE LOCATION OF THOSE SHOWN ARE APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY SUCH LOCATIONS AND ANY OTHER UNMENTIONED CONDITIONS. NOTIFY ENGINEER FOR RESOLUTION OF CONFLICTS.

DES'N:	CH'D:
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VERT. SCALE:	
REVISION:	

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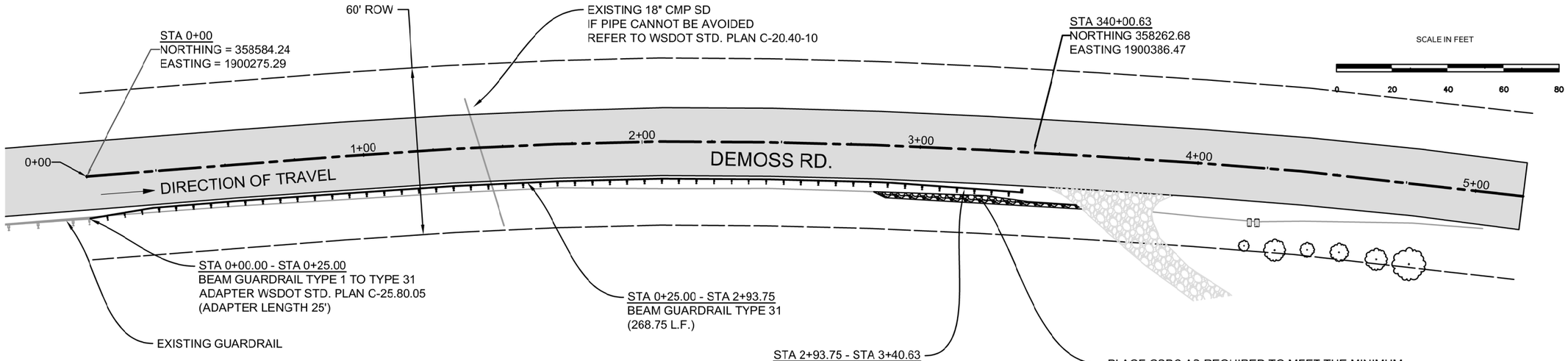
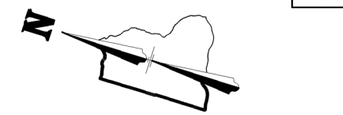
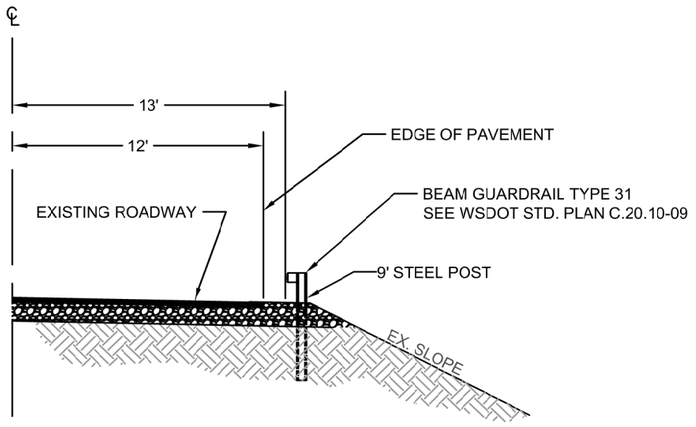
SEC 32, T 10 N, R 27 E, W.M.

FEDERAL AID NO.
HSIP-000S(556)





TYPICAL GUARDRAIL SECTION



DEMOSS ROAD

BENTON COUNTY
BENTON COUNTY WASHINGTON
ROAD DEPARTMENT

GUIDEPOST AND GUARDRAIL INSTALLATION
CE 2097 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:
MATTHEW STEPHEN RASMUSSEN
STATE OF WASHINGTON
PE47720
REGISTERED PROFESSIONAL ENGINEER
BENTON COUNTY ENGINEER
DATE: 3/4/2024

DATE	BY	DESCRIPTION	REV.

GUIDEPOST AND GUARDRAIL INSTALLATION
DEMOSS ROAD

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-424-5555
ALL UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN. LOCATIONS OF THOSE SHOWN ARE APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY BOTH UNDERGROUND & ABOVE GROUND EXISTING CONDITIONS. NOTIFY ENGINEER FOR RESOLUTION OF CONFLICTS.

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VERT. SCALE:	
REVISION:	

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SEC 5, T 9 N, R 27 E, W.M.

FEDERAL AID NO.
HSIP-000S(556)

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SCALE IN FEET
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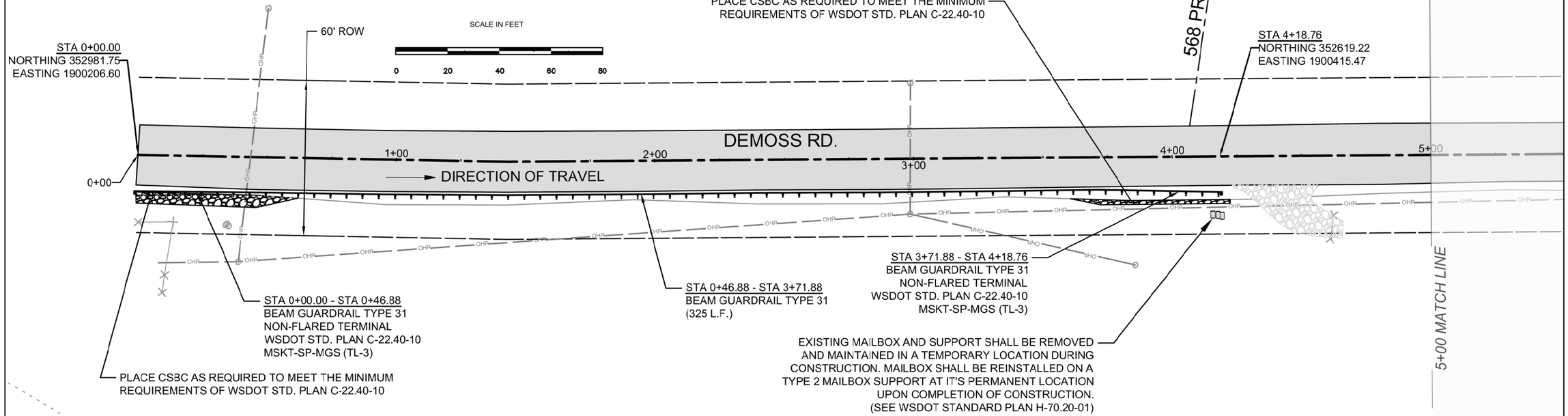
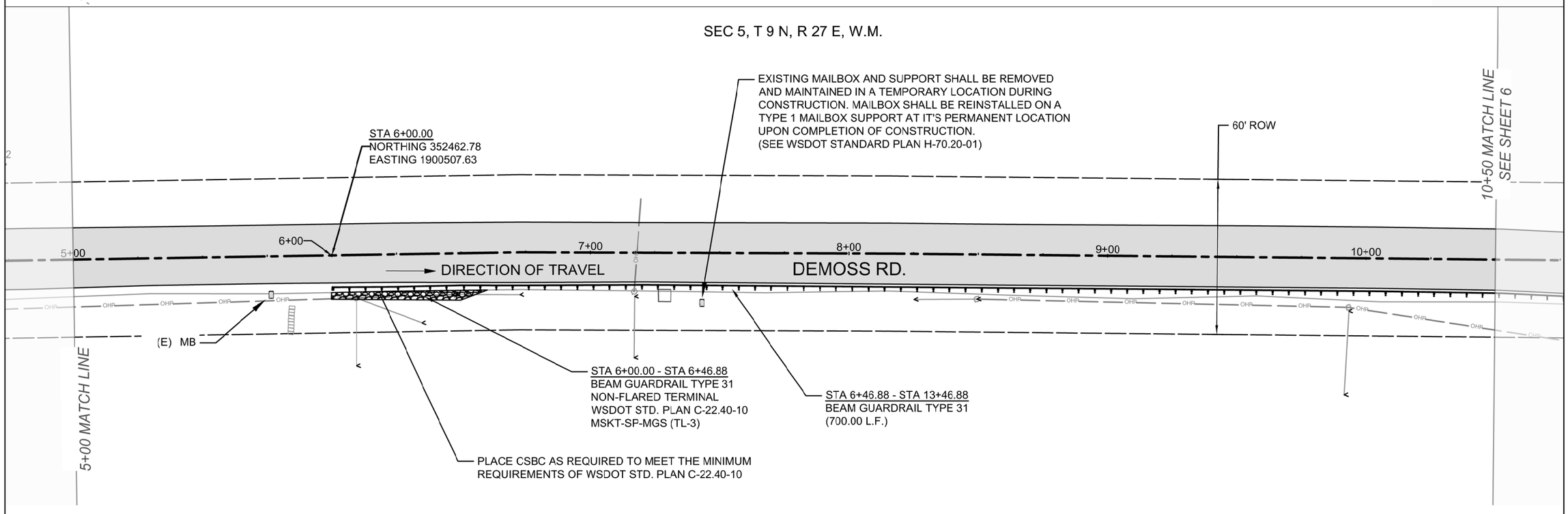


SEC 5, T 9 N, R 27 E, W.M.



BENTON COUNTY
BENTON COUNTY WASHINGTON
ROAD DEPARTMENT

GUIDEPOST AND GUARDRAIL INSTALLATION
CE 2097 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:
MATTHEW STEPHEN RASMUSSEN
STATE OF WASHINGTON
PE47720
REGISTERED PROFESSIONAL ENGINEER
BENTON COUNTY ENGINEER
DATE: 3/4/2024

DATE	BY	DESCRIPTION	REV.

GUIDEPOST AND GUARDRAIL INSTALLATION
DEMOSS ROAD

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-424-5555
ALL UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN OR LOCATED TO SCALE. SHOWN ARE APPROXIMATE LOCATIONS ONLY. CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY BOTH UNDERGROUND & ABOVE GROUND EXISTING CONDITIONS. NOTIFY ENGINEER FOR RESOLUTION OF CONFLICTS.

DR'N:	CH'D:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

SHEET 5 OF 14

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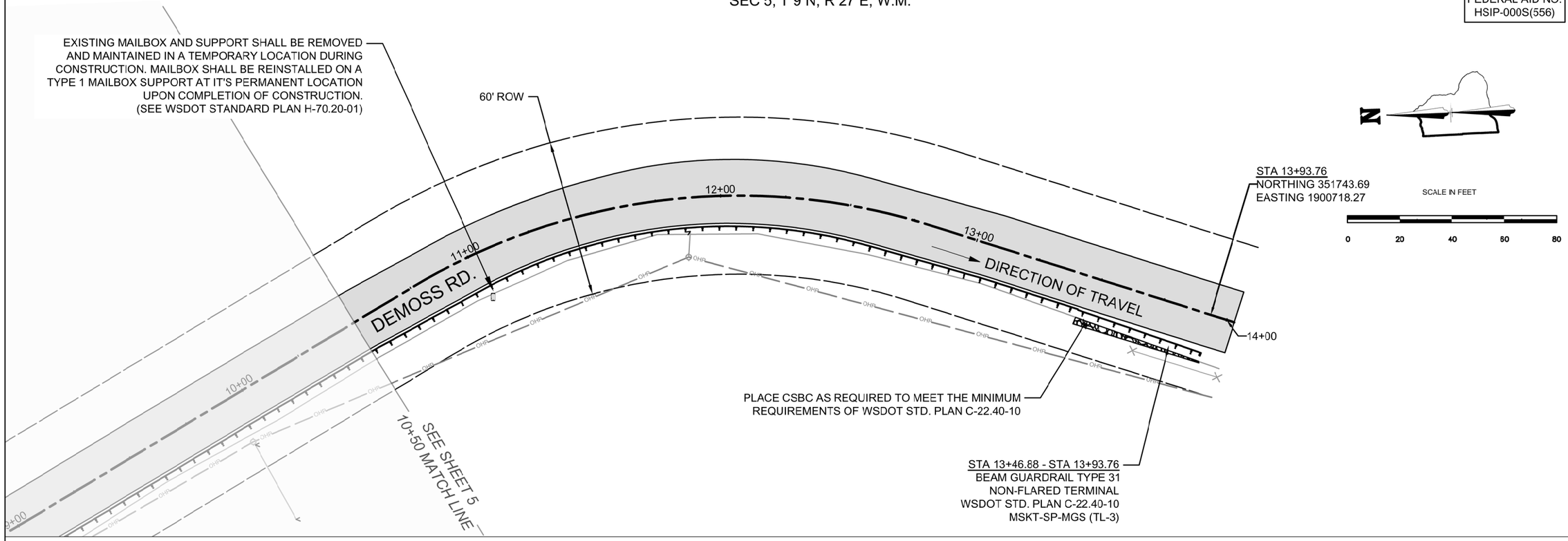
SEC 5, T 9 N, R 27 E, W.M.

FEDERAL AID NO.
HSIP-000S(556)



BENTON COUNTY
BENTON COUNTY WASHINGTON
ROAD DEPARTMENT

GUIDEPOST AND GUARDRAIL INSTALLATION
CE 2097 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:
MATTHEW STEPHEN RASMUSSEN
STATE OF WASHINGTON
21647720
REGISTERED PROFESSIONAL ENGINEER
BENTON COUNTY ENGINEER
DATE: 3/4/2024

DATE	BY	DESCRIPTION	REV.

GUIDEPOST AND GUARDRAIL INSTALLATION
DEMOSS ROAD

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-424-5555
ALL UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN. THE LOCATION OF THOSE SHOWN ARE APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY EXISTING UNDERGROUND & ABOVE GROUND EXISTING UTILITIES. NOTIFY ENGINEER FOR RESOLUTION OF CONFLICTS.

DR'N:	CH'D:
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VERT. SCALE:	
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SEC 5, T 9 N, R 27 E, W.M.

FEDERAL AID NO.
HSIP-000S(556)

SCALE IN FEET

0 20 40 60 80

60' ROW

DEMOSS RD.

DIRECTION OF TRAVEL

STA 0+00.00
NORTHING = 350039.10
EASTING = 1900688.88

PLACE CSBC AS REQUIRED TO MEET THE MINIMUM REQUIREMENTS OF WSDOT STD. PLAN C-22.40-10

STA 0+00.00 - STA 00+46.88
BEAM GUARDRAIL TYPE 31
NON-FLARED TERMINAL
WSDOT STD. PLAN C-22.40-10
MSKT-SP-MGS (TL-3)

EXISTING MAILBOX AND SUPPORT SHALL BE REMOVED AND MAINTAINED IN A TEMPORARY LOCATION DURING CONSTRUCTION. MAILBOX SHALL BE REINSTALLED ON A TYPE 1 MAILBOX SUPPORT AT IT'S PERMANENT LOCATION UPON COMPLETION OF CONSTRUCTION.
(SEE WSDOT STANDARD PLAN H-70.20-01)

STA 00+46.88 - STA 25+84.38
BEAM GUARDRAIL TYPE 31
(2,537.5 L.F.)

SEC 5, T 9 N, R 27 E, W.M.

SEC 8, T 9 N, R 27 E, W.M.

EXISTING 24" CMP SD
IF PIPE CANNOT BE AVOIDED
REFER TO WSDOT STD. PLAN C-20.40-10

60' ROW

SEE SHEET 8
10+50 MATCH LINE

5+00 MATCH LINE

DEMOSS RD.

5+00 6+00 7+00 8+00 9+00 10+00

DIRECTION OF TRAVEL

PROTECT EXISTING POWER POLE AND OVERHEAD POWER

STA 00+46.88 - STA 25+84.38
BEAM GUARDRAIL TYPE 31
(2,537.5 L.F.)

SECTION LINE

BENTON COUNTY
BENTON COUNTY WASHINGTON
ROAD DEPARTMENT

GUIDEPOST AND GUARDRAIL INSTALLATION
CE 2097 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:

MATTHEW STEPHEN RASMUSSEN
STATE OF WASHINGTON
PE47720
REGISTERED PROFESSIONAL ENGINEER

BENTON COUNTY ENGINEER
DATE: 3/4/2024

DATE	BY	DESCRIPTION	REV.

GUIDEPOST AND GUARDRAIL INSTALLATION
DEMOSS ROAD

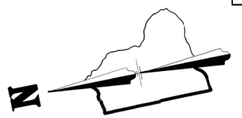
CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-424-5555
ALL UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN. USE LOCATION OF THOSE SHOWN ARE APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY BOTH UNDERGROUND & ABOVE GROUND EXISTING CONDITIONS. NOTIFY ENGINEER FOR RESOLUTION OF CONFLICTS.

DR'N:	CH'D:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

DocuSign Envelope ID: CE1FC78B-D6AA-42F5-90EB-43A0D6AF15A6

SEC 8, T 9 N, R 27 E, W.M.

FEDERAL AID NO.
HSIP-000S(556)



SCALE IN FEET

0 20 40 60 80

60' ROW

16+00 MATCH LINE

DEMOSS RD.

11+00 12+00 13+00 14+00 15+00 16+00

DIRECTION OF TRAVEL

OHP

SEE SHEET 7
10+50 MATCH LINE

STA 00+46.88 - STA 25+84.38
BEAM GUARDRAIL TYPE 31
(2,537.5 L.F.)

SEC 8, T 9 N, R 27 E, W.M.

60' ROW

SEE SHEET 9
21+50 MATCH LINE

16+00 17+00 18+00 19+00 20+00 21+00

DEMOSS RD.

DIRECTION OF TRAVEL

OHP

16+00 MATCH LINE

STA 00+46.88 - STA 25+84.38
BEAM GUARDRAIL TYPE 31
(2,537.5 L.F.)

BENTON COUNTY
BENTON COUNTY WASHINGTON
ROAD DEPARTMENT

GUIDEPOST AND GUARDRAIL INSTALLATION
CE 2097 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:

MATTHEW STEPHEN RASMUSSEN
STATE OF WASHINGTON
PE47720
REGISTERED
PROFESSIONAL ENGINEER

BENTON COUNTY ENGINEER
DATE: 3/4/2024

DATE	BY	DESCRIPTION	REV.

GUIDEPOST AND GUARDRAIL INSTALLATION
DEMOSS ROAD

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-424-5555
ALL UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN. LOCATIONS OF THOSE SHOWN ARE APPROXIMATE ONLY. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY BOTH UNDERGROUND & ABOVE GROUND EXISTING CONDITIONS. NOTIFY ENGINEER FOR RESOLUTION OF CONFLICTS.

DR'N:	CH'D:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

SHEET 8 OF 14

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SEC 8, T 9 N, R 27 E, W.M.

FEDERAL AID NO.
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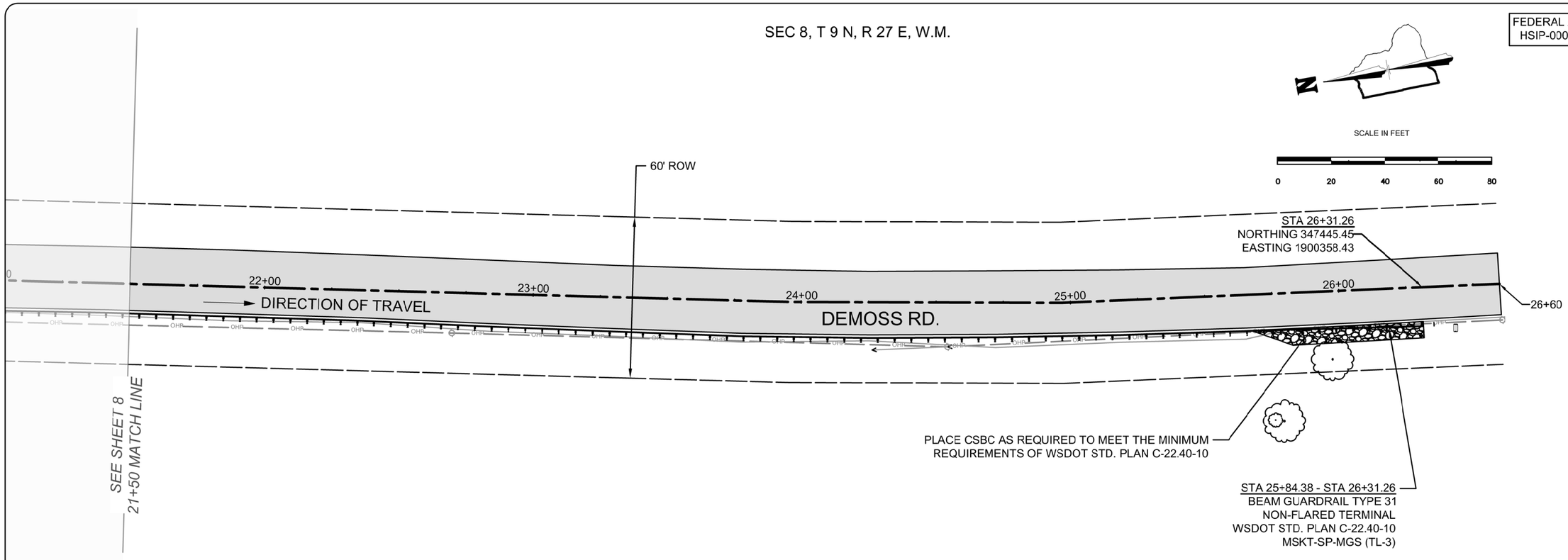
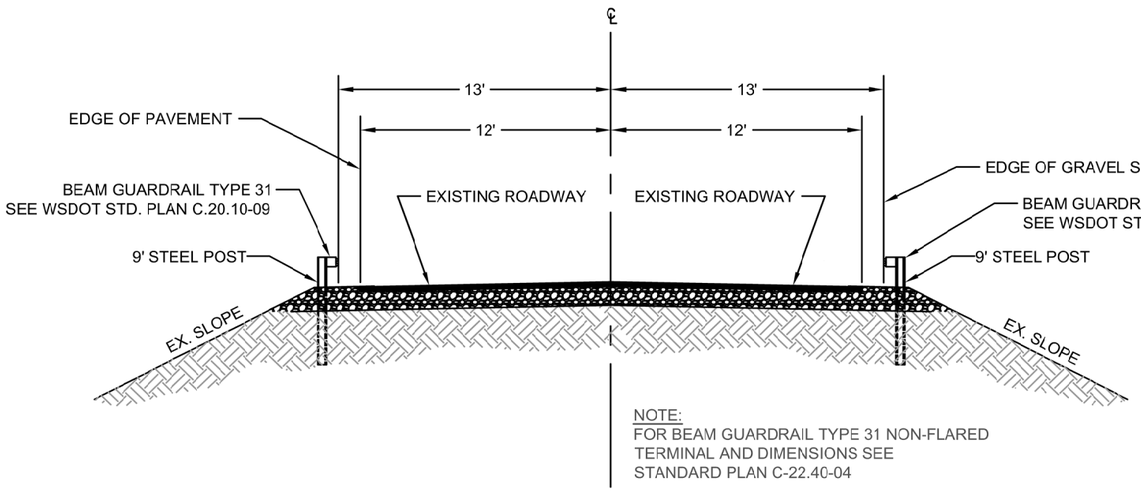


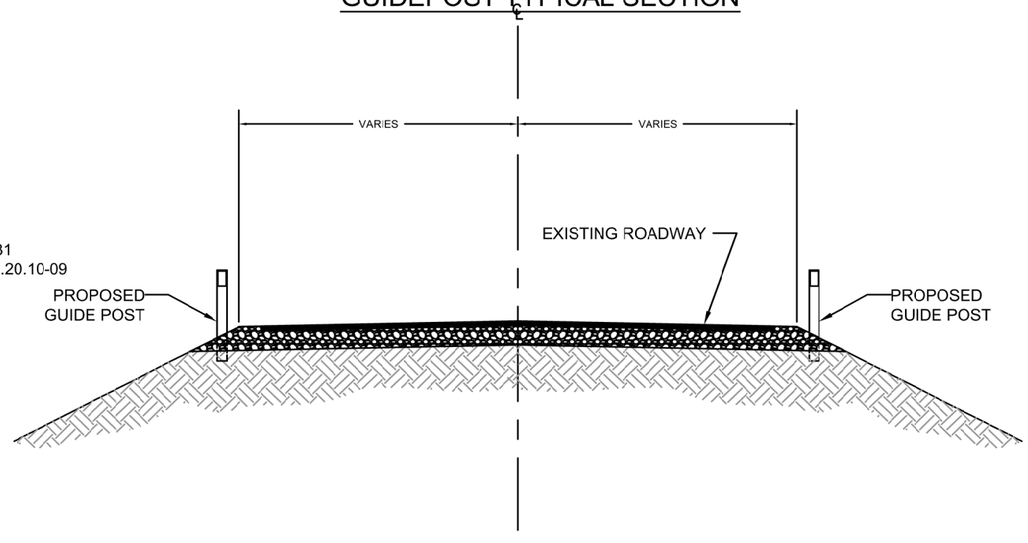
TYPICAL GUARDRAIL SECTION



NOTE:
FOR BEAM GUARDRAIL TYPE 31 NON-FLARED TERMINAL AND DIMENSIONS SEE STANDARD PLAN C-22.40-04

OAK STREET CROSS SECTION

GUIDEPOST TYPICAL SECTION



BENTON COUNTY
BENTON COUNTY WASHINGTON
ROAD DEPARTMENT

GUIDEPOST AND GUARDRAIL INSTALLATION
CE 2097 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:
MATTHEW STEPHEN RASMUSSEN
STATE OF WASHINGTON
PE47720
REGISTERED PROFESSIONAL ENGINEER
BENTON COUNTY ENGINEER
DATE: 3/4/2024

DATE	BY	DESCRIPTION	REV.

GUIDEPOST AND GUARDRAIL INSTALLATION
DEMOSS ROAD

CALL TWO WORKING DAYS BEFORE YOU DIG 1-800-424-5555
ALL UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN, BE LOCATED OF TRACE BY THE UTILITY OWNERS. THE CONTRACTOR SHALL BE RESPONSIBLE TO FIELD LOCATE ANY UNDERGROUND & ABOVE GROUND EXISTING CONDITIONS. NOTIFY ENGINEER FOR RESOLUTION OF CONFLICTS.

DR'N:	CH'D:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

SHEET 9 OF 14

DocuSign Envelope ID: CE1FC78B-D6AA-42F5-90EB-43A0D6AF15A6

SEC 20, T 8 N, R 30 E, W.M.

FEDERAL AID NO.
HSIP-000S(556)

N

SCALE IN FEET

0 20 40 60 80

STA 0+00.00 - STA 0+46.88
BEAM GUARDRAIL TYPE 31
NON-FLARED TERMINAL
WSDOT STD. PLAN C-22.40-10
MSKT-SP-MGS (TL-3)

STA 0+46.88 - STA 3+84.38
BEAM GUARDRAIL TYPE 31
(337.50 L.F.)

STA 3+84.38 - STA 4+31.26
BEAM GUARDRAIL TYPE 31
NON-FLARED TERMINAL
WSDOT STD. PLAN C-22.40-10
MSKT-SP-MGS (TL-3)

PLACE CSBC AS REQUIRED TO MEET THE MINIMUM
REQUIREMENTS OF WSDOT STD. PLAN C-22.40-10

60' ROW

EXISTING 48" CMP SD
IF PIPE CANNOT BE AVOIDED
REFER TO WSDOT STD. PLAN C-20.40-10

5+00 MATCH LINE
SEE SHEET 11B

DIRECTION OF TRAVEL

0+00 1+00 2+00 3+00 4+00 5+00

OAK ST.

DIRECTION OF TRAVEL

PLACE CSBC AS REQUIRED TO MEET THE MINIMUM
REQUIREMENTS OF WSDOT STD. PLAN C-22.40-10

STA 0+00.00
NORTHING 306409.03
EASTING 1995867.96

PLACE CSBC AS REQUIRED TO MEET THE MINIMUM
REQUIREMENTS OF WSDOT STD. PLAN C-22.40-10

STA 3+71.88 - STA 6+71.88
BEAM GUARDRAIL TYPE 31
(300.00 L.F.)

SEC 19, T 8 N, R 30 E, W.M.

STA 3+25.00 - STA 3+71.88
BEAM GUARDRAIL TYPE 31
NON-FLARED TERMINAL
WSDOT STD. PLAN C-22.40-10
MSKT-SP-MGS (TL-3)

POTECT EXISTING 48" CMP SD
(±8' OF FILL FROM TOP OF CULVERT TO FINISH GRADE)

SEC 20, T 8 N, R 30 E, W.M.

60' ROW

STA 7+18.76
NORTHING 305690.33
EASTING 1995876.16

OAK ST.

5+00 6+00 7+00 8+00 9+00 10+00 10+46

DIRECTION OF TRAVEL

SEE SHEET 11A
5+00 MATCH LINE

PLACE CSBC AS REQUIRED TO MEET THE MINIMUM
REQUIREMENTS OF WSDOT STD. PLAN C-22.40-10

STA 6+71.88 - STA 7+18.76
BEAM GUARDRAIL TYPE 31
NON-FLARED TERMINAL
WSDOT STD. PLAN C-22.40-10
MSKT-SP-MGS (TL-3)

SEC 19, T 8 N, R 30 E, W.M.

BENTON COUNTY
BENTON COUNTY
WASHINGTON
ROAD DEPARTMENT

GUIDEPOST AND GUARDRAIL INSTALLATION
CE 2097 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:
MATTHEW STEPHEN RASMUSSEN
STATE OF WASHINGTON
21634726
REGISTERED PROFESSIONAL ENGINEER
BENTON COUNTY ENGINEER
DATE: 3/4/2024

DATE	BY	DESCRIPTION	REV.

CALL TWO WORKING DAYS BEFORE YOU DIG 1-800-424-5555
ALL UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN. THE LOCATION OF THOSE SHOWN ARE APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY BOTH UNDERGROUND & ABOVE GROUND EXISTING CONDITIONS. NOTIFY ENGINEER FOR RESOLUTION OF CONFLICTS.

DR'N:	CH'D:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

GUIDEPOST AND GUARDRAIL INSTALLATION
OAK STREET

SHEET 10 OF 14

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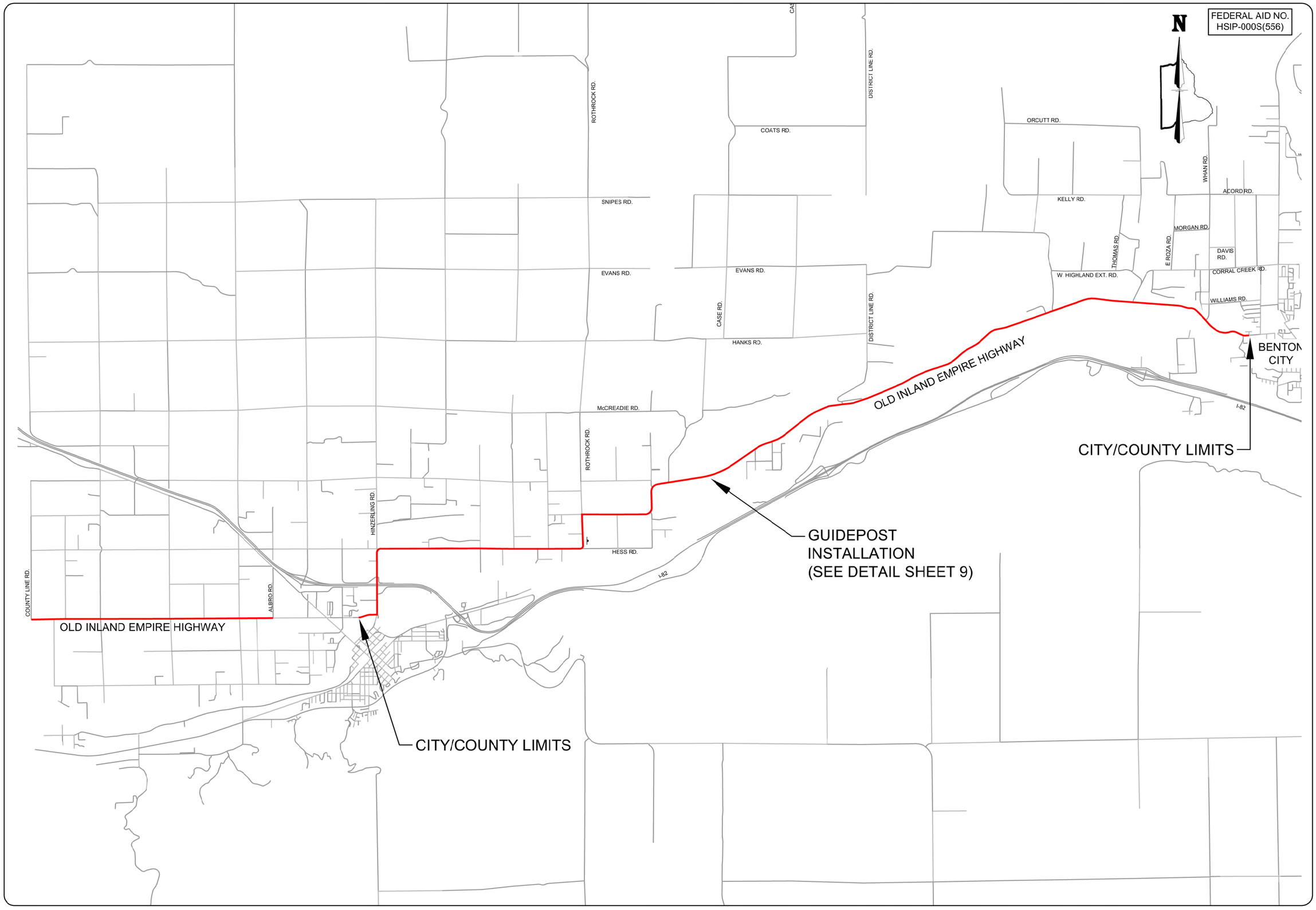

FEDERAL AID NO.
HSIP-000S(556)

BENTON COUNTY
BENTON COUNTY WASHINGTON
ROAD DEPARTMENT

GUIDEPOST AND GUARDRAIL INSTALLATION
CE 2097 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:
MATTHEW STEPHEN RASMUSSEN
STATE OF WASHINGTON
PE47720
REGISTERED PROFESSIONAL ENGINEER
BENTON COUNTY ENGINEER
DATE: 3/4/2024

DATE	BY	DESCRIPTION	REV.

GUIDEPOST AND GUARDRAIL INSTALLATION
O.I.E.H.

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-424-5555
ALL UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN. THE LOCATION OF THOSE SHOWN ARE APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY BOTH UNDERGROUND & ABOVE GROUND EXISTING CONDITIONS. NOTIFY ENGINEER FOR RESOLUTION OF CONFLICTS.

DR'N:	CH'D:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

SHEET 11 OF 14

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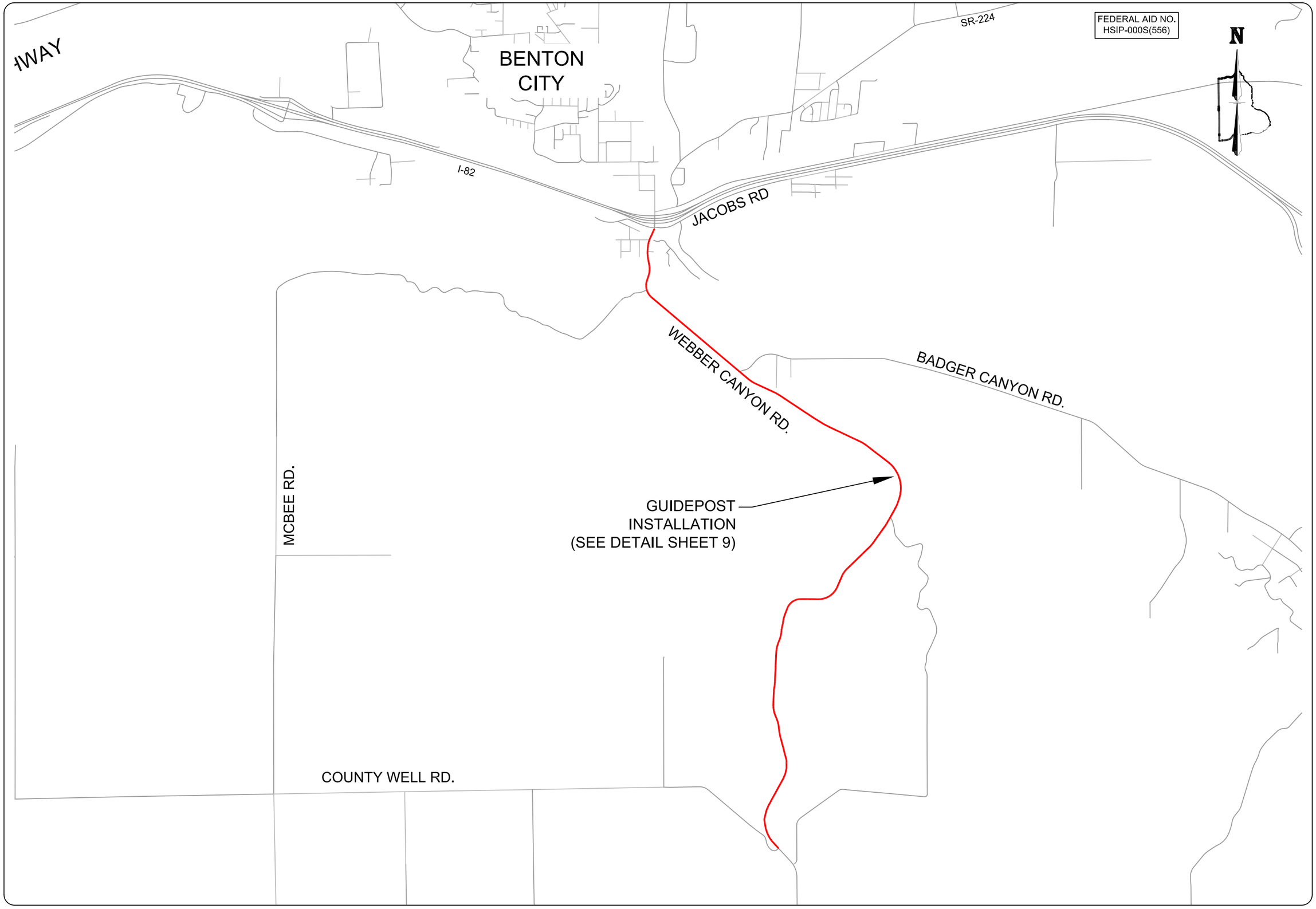

BENTON COUNTY

BENTON COUNTY WASHINGTON

ROAD DEPARTMENT

GUIDEPOST AND GUARDRAIL INSTALLATION
CE 2097 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:

MATTHEW STEPHEN RASMUSSEN
STATE OF WASHINGTON
PE47720
REGISTERED
PROFESSIONAL ENGINEER

BENTON COUNTY ENGINEER

DATE: 3/4/2024

NO.	DESCRIPTION	BY	DATE

GUIDEPOST AND GUARDRAIL INSTALLATION
WEBBER CANYON ROAD

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-424-5555

ALL UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN OR LOCATED TO SCALE. BEFORE BEGINNING CONSTRUCTION, CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY BOTH UNDERGROUND & ABOVE GROUND EXISTING CONDITIONS. NOTIFY ENGINEER FOR RESOLUTION OF CONFLICTS.

DR'N:	CH'D:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

SHEET 12 OF 14

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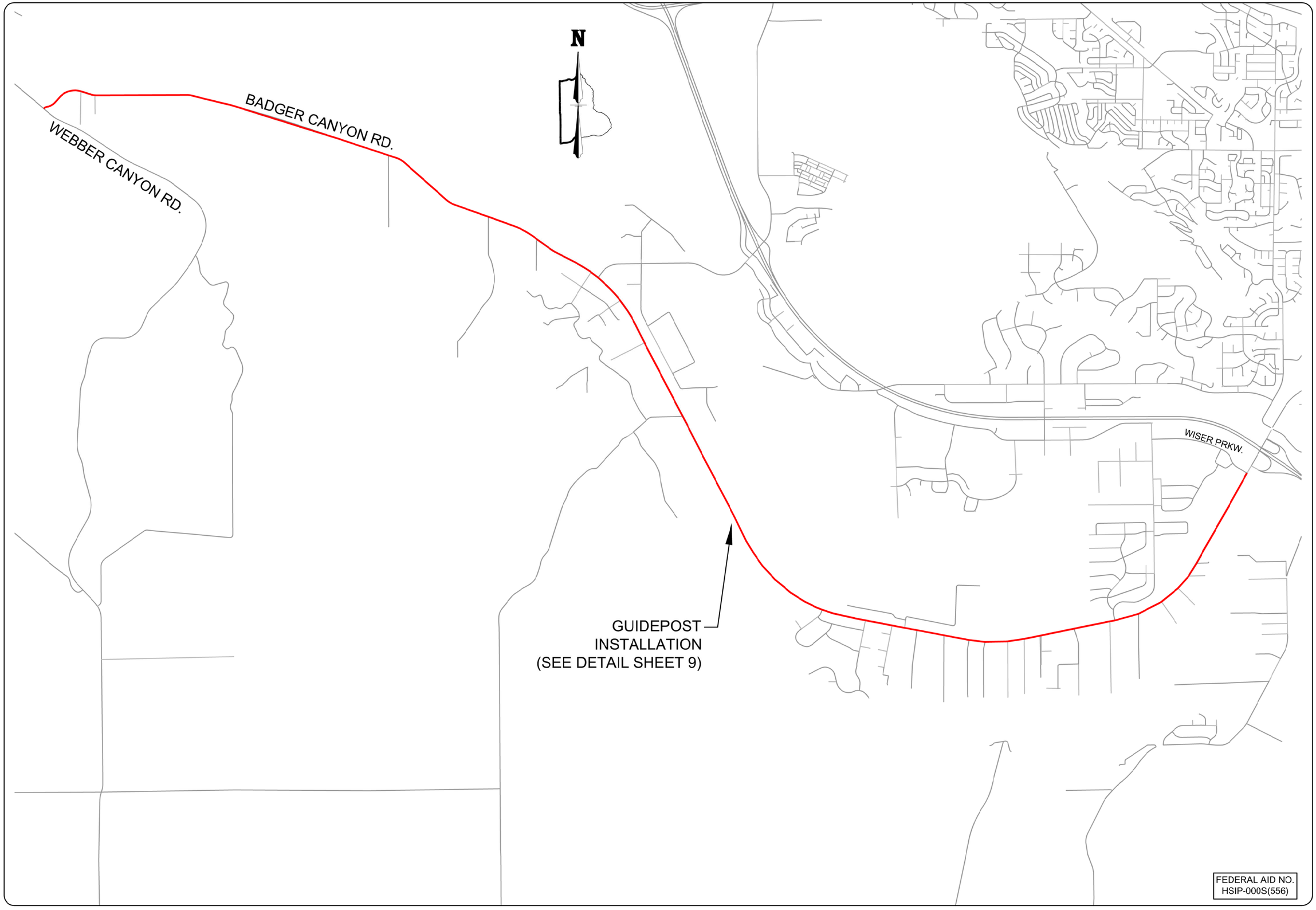


BENTON COUNTY

BENTON COUNTY WASHINGTON

ROAD DEPARTMENT

GUIDEPOST AND GUARDRAIL INSTALLATION CE 2097 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:

MATHEW STEPHEN RASMUSSEN
STATE OF WASHINGTON
PE47720
REGISTERED PROFESSIONAL ENGINEER

BENTON COUNTY ENGINEER

DATE: 3/4/2024

NO.	DESCRIPTION	BY	DATE

GUIDEPOST AND GUARDRAIL INSTALLATION BADGER CANYON ROAD

CALL TWO WORKING DAYS BEFORE YOU DIG 1-800-424-5555

ALL UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN. THE LOCATION OF THOSE SHOWN ARE APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY BOTH UNDERGROUND & ABOVE GROUND EXISTING CONDITIONS. NOTIFY ENGINEER FOR RESOLUTION OF CONFLICTS.

DR'N:	CH'D:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

FEDERAL AID NO. HSIP-000S(556)

DocuSign Envelope ID: CE1FC78B-D6AA-42F5-90EB-43A0D6AF15A6

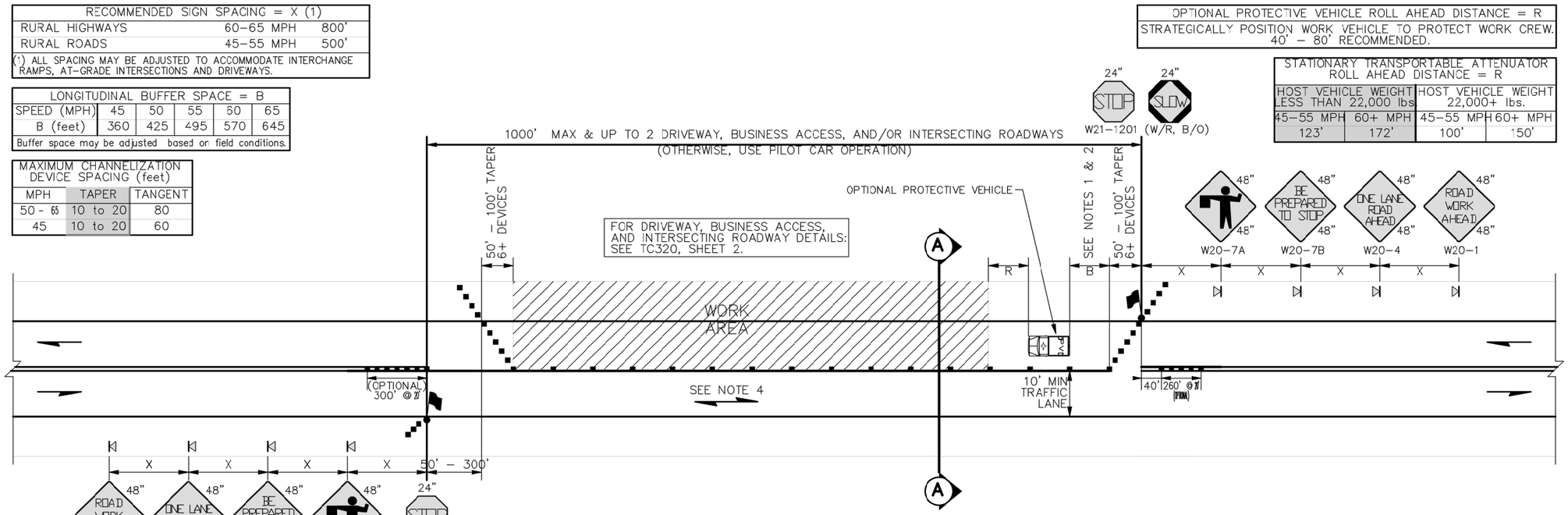
RECOMMENDED SIGN SPACING = X (1)		
RURAL HIGHWAYS	60–65 MPH	800'
RURAL ROADS	45–55 MPH	500'
(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERCHANGE RAMPS, AT-GRADE INTERSECTIONS AND DRIVEWAYS.		

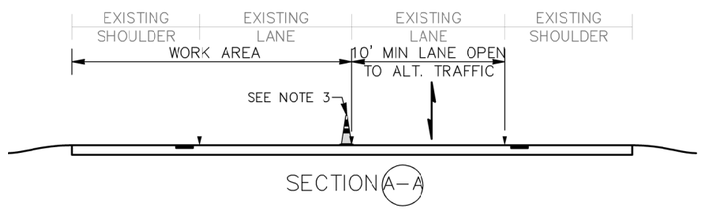
LONGITUDINAL BUFFER SPACE = B					
SPEED (MPH)	45	50	55	60	65
B (feet)	360	425	495	570	645
Buffer space may be adjusted based on field conditions.					

MAXIMUM CHANNELIZATION DEVICE SPACING (feet)		
MPH	TAPER	TANGENT
50 - 65	10 to 20	80
45	10 to 20	60

OPTIONAL PROTECTIVE VEHICLE ROLL AHEAD DISTANCE = R
STRATEGICALLY POSITION WORK VEHICLE TO PROTECT WORK CREW. 40' – 80' RECOMMENDED.

STATIONARY TRANSPORTABLE ATTENUATOR ROLL AHEAD DISTANCE = R			
HOST VEHICLE WEIGHT LESS THAN 22,000 lbs		HOST VEHICLE WEIGHT 22,000+ lbs.	
45–55 MPH	60+ MPH	45–55 MPH	60+ MPH
123'	172'	100'	150'





LEGEND:

- TEMPORARY SIGN LOCATION
- 28" REFLECTIVE TRAFFIC CONE (SEE NOTE 3)
- OPTIONAL CHANNELIZATION DEVICE
- OPTIONAL PROTECTIVE VEHICLE (SEE NOTE 2)
- FLAGGER

NOTES:

1. AVOID PLACING LANE CLOSURE TAPERS WITHIN OR IMMEDIATELY FOLLOWING HORIZONTAL & VERTICAL CURVES BY ADJUSTING LONGITUDINAL BUFFER SPACE.
2. IF LONGITUDINAL BUFFER SPACE REDUCED FROM DISTANCES LISTED IN TABLE, UPGRADE PROTECTIVE VEHICLE (PV) TO A TRANSPORTABLE ATTENUATOR (TA). ADDITIONAL PV/TAs MAY BE ADDED AT SEPARATE WORK CREWS.
3. MAY SHIFT LATERALLY. 36" TRAFFIC CONES, 42" TALL CHANNELIZATION DEVICES, OR TRAFFIC SAFETY DRUMS OK.
4. PEDESTRIAN & BICYCLIST ACCOMEDIATIONS (ENGINEER TO ACCEPT ANY ALTERNATIVE STRATEGIES):
   (A) ALLOW PEDESTRIANS TO USE THE PAVED SHOULDER OR ADJACENT PATH OPPOSITE THE WORK AREA
   (B) COMBINE BIKES & VEHICULAR TRAFFIC. BIKES TO CLEAR PRIOR TO RELEASING ONCOMING TRAFFIC
   (C) PROVIDE FREE SHUTTLE (WORK TRUCK, VAN, OR BUS MAY BE USED)
5. SEE STANDARD SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS:
   1–07.8(1) HIGH–VISIBILITY APPAREL
   1–10.3(1)A FLAGGERS AND NIGHTTIME ILLUMINATION
   1–10.3(2)A TRAFFIC CONTROL PROCEDURES
   9–35.1 24–INCH STOP/SLOW PADDLE SIZE
6. FOR PROJECT–SPECIFIC REQUIREMENTS, SEE SPECIAL PROVISIONS.
7. SIGNS ARE BLACK ON ORANGE UNLESS OTHERWISE INDICATED.
8. EXISTING PAVEMENT MARKINGS MAY VARY.

ALTERNATING 1-LANE, 2-WAY TRAFFIC: FLAGGER-CONTROLLED (45+ MPH HIGHWAYS)

NOT TO SCALE

FEDERAL AID NO.
HSIP-000S(556)

BENTON COUNTY
BENTON COUNTY WASHINGTON
ROAD DEPARTMENT

GUIDEPOST AND GUARDRAIL INSTALLATION CE 2097 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:
MATTHEW STEPHEN RASMUSSEN
STATE OF WASHINGTON
PE47720
REGISTERED PROFESSIONAL ENGINEER
BENTON COUNTY ENGINEER
DATE: 3/18/2024

DATE	BY	DESCRIPTION	REV.

GUIDEPOST AND GUARDRAIL INSTALLATION
TRAFFIC CONTROL PLAN

CALL TWO WORKING DAYS BEFORE YOU DIG 1–800–424–5555
ALL UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN ON THESE PLANS. THOSE SHOWN ARE APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY SUCH UNDERGROUND & ABOVE GROUND EXISTING CONDITIONS. NOTIFY ENGINEER FOR RESOLUTION OF CONFLICTS.

DR'N:	CH'D:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

SHEET 14 OF 14

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EQUIPMENT REVOLVING AND RENTAL FUND AND ROAD FUND RE: EXPENDITURE CODING CORRECTION BETWEEN THE EQUIPMENT RENTAL AND REVOLVING FUND 5010 AND ROAD FUND 1010.

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 _____, 2024

_____
Chairman of the Board

_____
Commissioner Pro Tem

_____
Commissioner

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

Attest: _____
Clerk of the Board

cc: Dept, Auditor, File

prepared by: A Oropeza

BENTON COUNTY
EXPENDITURE CODING CORRECTIONS

FUND NUMBER: 5010 and 1010
DEPARTMENT NUMBER: 650 and 500
FUND NAME: ER&R and Road

TRANSFER FROM: Long Account 25 digit	Account Description	AMOUNT	TRANSFER TO: Long Account 25 digit	Account Description	AMOUNT
5010.54.650.5486100.0000.54100	Professional Services	4,308.54	1010.54.500.5433000.0000.54100	Professional Services	4,308.54
	TOTAL	**$ 4,308.54**		**TOTAL**	**$ 4,308.54**

rev 09.2023

EXPLANATION:

The 2024 Annual CAMS Software agreement was split between ER&R and Road using incorrect percentages.
The split should be 25% ER&R and 75% Road.

BENTON COUNTY
EXPENDITURE CODING CORRECTIONS

RETURN TO: Auditor's Office, Accounting Department

Prepared By: DATE:

Aimee Oropeza 4/30/2024

Approved:

Chairman of the Board

Chairman Pro Tem

Commissioner

AUDITOR'S USE ONLY:

Keyed:

Date:

Initials:

Cascade Software Systems
7405 Rte Transcanadienne Suite 100
Saint-Laurent, Québec H4T 1Z2
Email: ar.cascade@valsoftcorp.com

Vendor 101752
Document 38562

This was charged $8617.09 to fund 5010 and $8617.09 to fund 1010. It should have been $4308.55 fund 5010 and $12925.64 fund 1010.

INVOICE

INVOICE #: **INV-139860**

DATE: **2024-01-01**
CUSTOMER: **C5993**

Bill To:

Debbie Calhoun
County of Benton - Road Department
P.O. Box 1001
Prosser WA 99350-0954
United States

Ship To:

Debbie Calhoun
County of Benton - Road Department
P.O. Box 1001
Prosser WA 99350-0954
United States

PO #	Terms	Due Date
	Net 30	2024-01-31

Memo:

Description	Quantity	Rate	Amount
WinCAMS Annual Maintenance **Service Date : 2024-01-01 - 2024-12-31** Tax: 0% Tax Amount: $0.00	1	$17,234.18	$17,234.18

Subtotal	$17,234.18
Tax Total	$0.00
Total (USD)	**$17,234.18**

From: Shela Berry <Shela.Berry@co.benton.wa.us>
Sent: Friday, December 15, 2023 1:45 PM
To: Debbie Calhoun <Debbie.Calhoun@co.benton.wa.us>
Subject: Cams invoice

THIS IS NOT A BILL
Invoices will be emailed December 15th, 2023.
Please note invoices will be dated January 1st and due January 31st, 2024.

Hey there, the memo/quote for the 2023 cams main fees on it says that the real invoice will be emailed today 12/15. You've been getting the emails with the invoices so I imagine it will go to you.

I say just code it 25% ERR and 75% Roads since we will be in it the majority.
RD543300.54100

Tax Details:

GST/HST: 816 818 967 RT0001
QST: 12 2284 0879 TQ0001
BC PST: PST-1170-1028

Remit Payments To:

PO Box 51115 Newark, NJ 07101-5115

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	5/14/2024
Subject:	Contract with Department of Energy for Enhanced Law Enforcement Services
Presenter:	N/A
Prepared By:	Katie Gillies, CFO
Reviewed By:	Undersheriff Jon Law

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 entered into a Contract for law enforcement service beginning of 1993.

The Department of Energy solicited the Sheriff's Office for a contract that would continue law enforcement services for a base year commencing June 1, 2024, through May 31, 2025, with four one-year options beginning on June 1st and ending May 31st of each subsequent year.

The Department of Energy awarded the contract in the amount of $800,660.00 for the base year with four option years for a total of $4,380,176.00.

Fiscal Impact

Base Year -	$800,660
First Option Year -	$836,689
Second Option Year -	$874,340
Third Option Year -	$913,686
Fourth Option Year -	$954,801

Recommendation

Approve the attached Resolution and Contract between Benton County and U.S. Department of Energy for enhanced law enforcement services on the Hanford in the amount of $800,660.00 for a period of June 1, 2024 through May 31, 2025, with four one-year options for a total of $4,380,176.00

Suggested Motion

Approve as part of the Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF CONTRACT 89303924CEM000043 BETWEEN U.S. DEPARTMENT OF ENERGY AND THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, Benton County and the U.S. Department of Energy entered into a Contract for law enforcement service beginning of 1993; and

WHEREAS, the Department of Energy solicited the Sheriff's Office for a contract that would continue law enforcement services for a base year commencing June 1, 2024 through May 31, 2025, with four one-year options beginning on June 1st and ending May 31st of each subsequent year; and

WHEREAS, the Sheriff's Office provided a cost proposal for the five-year period; and

WHEREAS, the Department of Energy awarded the contract in the amount of $800,660.00 for the base year with four option years for a total of $4,380,176.00; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners hereby approves the attached Contract 89303924CEM000043 between Benton County and U.S. Department of Energy, for law enforcement services on the Hanford Site in the amount of $800,660.00 for a period of June 1, 2024 through May 31, 2025; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman of the Board or the Chariman Pro Tem to sign the attached Contract 89303924CEM000043.

Dated this_____day of _____, 2024

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Commissioner

Attest: _____
Clerk of the Board

Constituting the Board of Commissioners
of Benton County, Washington

Original: Sheriff's Office
CC: Auditor; DOE

K. Gillies

AWARD/CONTRACT	1. This Contract is a Rated Order under the Defense Priorities and Allocations System (DPAS) - Code of Federal Regulations - at 15 CFR 700.	RATING	PAGE OF PAGES 1 102

2. CONTRACT *(Procurement, Instruction, Identification)* NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUEST/PROJECT NUMBER
89303924CEM000043	See Block 20C	24EM001108

5. ISSUED BY	CODE 893039	6. ADMINISTERED BY *(If other than Item 5)*	CODE 00601
Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN H5-20 Richland WA 99352		Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN H5-20 Richland WA 99352 SCD-C	

7. NAME AND ADDRESS OF CONTRACTOR *(Number, Street, County, State and ZIP Code)*	8. DELIVERY ☐ FREE ON BOARD (FOB) ORIGIN ☒ OTHER *(See below)* 9. DISCOUNT FOR PROMPT PAYMENT NET 30
BENTON, COUNTY OF Attn: Katie Gillies 7122 W. OKANOGAN PLACE Suite E330 KENNEWICK WA 993362341	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ▶ ITEM
CODE FACILITY CODE	

11. SHIP TO/MARK FOR	CODE 00601	12. PAYMENT WILL BE MADE BY	CODE 00513
Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN H5-20 Richland WA 99352		OR for Richland https://vipers.doe.gov Any questions, please contact by call/email 855-384-7377 or VipersSupport@hq.doe.gov	

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION UNDER	14. ACCOUNTING AND APPROPRIATION DATA
☐ THE UNITED STATES CODE AT: 10 U.S.C. 3204 (a) ( ) ☒ 41 U.S.C. 3304 (a) (5)	See Schedule

15A. ITEM NUMBER	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Continued				
	15G. TOTAL AMOUNT OF CONTRACT ▶				$4,380,176.00

16. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
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X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	8			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	
X	C	DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	9	X	J	LIST OF ATTACHMENTS	102
X	D	PACKAGING AND MARKING	12			PART IV - REPRESENTATIONS AND INSTRUCTIONS	
X	E	INSPECTION AND ACCEPTANCE	13		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	15				
X	G	CONTRACT ADMINISTRATION DATA	16		L	INSTRSUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	
X	H	SPECIAL CONTRACT REQUIREMENTS	19		M	EVALUATION FACTORS FOR AWARD	

CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17. ☒ CONTRACTOR' S NEGOTIATED AGREEMENT (*Contractor is required to sign this document and return* _____ *copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. *(Attachments are listed herein.)*

18. ☐ SEALED-BID AWARD (*Contractor is not required to sign this document.)* Your bid on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)

19A. NAME AND TITLE OF SIGNER *(Type or print)*	20A. NAME OF CONTRACTING OFFICER
	Brenda S. Valadez

19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED
BENTON, COUNTY OF BY *(Signature of person authorized to sign)*		BY *(Signature of the Contracting Officer)*	

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is NOT usable

STANDARD FORM 26 (Rev. 12/2022)
Prescribed by GSA - FAR (48 CFR) 53.214(a)

Approve as to form

Jeff Aultman

Jeffrey Aultman, DPA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DUNS Number: Not Available UEI: HG29NCPLDG56 Contractor to provide traffic law enforcement services in accordance with the statement of work. This contract will be funded incrementally. This action obligates $333,608.33 for base period services, which the contractor exceeds at their own risk. Accounting Info: 01250-2024-34-421601-25105-1111148-0001523-0000000 -0000000 Fund: 01250 Appr Year: 2024 Allottee: 34 Report Entity: 421601 Object Class: 25105 Program: 1111148 Project: 0001523 WFO: 0000000 Local Use: 0000000 Period of Performance: 06/01/2024 to 05/31/2025				
00001	Base Period - Enhanced Traffic and Law Enforcement Services Line item value is: $800,660.00 Incrementally Funded Amount: $333,608.33				800,660.00
01001	Option Period 1 - Enhanced Traffic and Law Enforcement Services Amount: $836,689.00(Option Line Item) Line item value is: $836,689.00				836,689.00
02001	Option Period 2 - Enhanced Traffic and Law Enforcement Services Amount: $874,340.00(Option Line Item)				874,340.00
03001	Option Period 3 - Enhanced Traffic and Law Enforcement Services Amount: $913,686.00(Option Line Item)				913,686.00
04001	Option Period 4 - Enhanced Traffic and Law Enforcement Services Amount: $954,801.00(Option Line Item)				954,801.00

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SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 INTRODUCTION

DELIVERABLE REQUIREMENTS - FIRM FIXED PRICE (TAILORED)

The Contractor shall be responsible for providing law and traffic enforcement services as described in Section C, Statement of Work (SOW).

B.2 SERVICES/PRICES

This contract is a five-year, fixed price contract. The period of performance is June 1, 2024, through May 31, 2029.

Item	Description	Firm Fixed Price
00001	Base Period - Enhanced Traffic and Law Enforcement Services - June 1, 2024, through May 31, 2025	$800,660.00
00002	Option Period 1 - Enhanced Traffic and Law Enforcement Services - June 1, 2025, through May 31, 2026	$836,689.00
00003	Option Period 2 - Enhanced Traffic and Law Enforcement Services - June 1, 2026, through May 31, 2027	$874,340.00
00004	Option Period 3 - Enhanced Traffic and Law Enforcement Services - June 1, 2027, through May 31, 2028	$913,686.00
00005	Option Period 4 - Enhanced Traffic and Law Enforcement Services - June 1, 2028, through May 31, 2029	$954,801.00
	Total Contract Value	**$4,380,176.00**

Payments will be made in equal monthly payments.

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 STATEMENT OF WORK

The United States has proprietary jurisdiction over the Hanford Site lands, like those of any property owner. The Federal Government therefore left to the State, and/or its political subdivision, the administration and enforcement of State Laws. Specifically, the burden of administering and enforcing state laws fell to Benton County for that part of the Hanford Engineer Works [now known as the Hanford Site] within Benton County. Thus, the Benton County Sheriff's Office is responsible for law enforcement on these Site lands, namely traffic and criminal law enforcement.

This contract is to provide services above those required by Benton County's jurisdictional responsibility.

C.2 SCOPE OF WORK

C.2.1 OPERATIONS

The Contractor shall be responsible for providing enhanced law and traffic enforcement services within juristic authority on the Hanford Site. For the purposes of this contract, the Hanford Site is defined as DOE Federally owned property in Washington State, exclusive of the Hanford Monument and Washington State Right-of-Ways (e.g., SR 240, SR24).

The Contractor shall furnish all necessary labor, equipment, transportation, and materials i.e., vehicles, radios, computers, and associated communication system fees (except as expressly set forth in this contract).

A. Enhanced Law enforcement services for the Hanford Site are defined as:

1) Dedicated patrols called out by Section C.2.1.B.

2) Investigations requested by the Department of Energy (DOE) or Hanford Patrol that would not otherwise be conducted.

3) Random searches for drugs and drug paraphernalia at the request of DOE, including random narcotics searches on DOE Federally owned or leased property, and drug information presentations to workers/employees, supervisors, and managers on identification and effects of different types of narcotics.

4) River patrols and picketing at the request of DOE in addition to patrols and picketing for the protection of the public during an emergency declared by the DOE Emergency Operations Center.

B. Enhanced Traffic and Law enforcement patrol services are defined as a dedicated patrol conducting traffic and law enforcement on the Hanford Site for a total of 396 hours per month. Normal patrol hours shall be 0500- 1700 daily or as coordinated by mutual agreement with the designated Security and Emergency Services Contact listed in Section G.

1) The contractor shall notify Hanford Patrol upon arrival on the Hanford Site and notify Hanford Patrol upon departure from the Hanford Site.

2) A duty-related absence (time off the Hanford Site, as defined above) in support of the site mission (e.g., fueling, re-supply, meals, etc.) is considered as on-site hours for the purposes of performance. If duty-related time off site for a given day exceeds two absences, or any single absence exceeds 90 minutes, the Contractor shall provide an accounting of deputy. time spent on or off site and an explanation of how the absence(s) was(were) in support of on-site enhanced services to the Security and Emergency Services Representative. Absences found to be in support of the site mission will be considered as on-site hours for the purposes of performance. Absences found to not be in support of the site mission will be addressed in accordance with Section E, Inspection and Acceptance. Contractor may, at its discretion, perform traffic enforcement duties on WA SR 240 while on contracted time not to exceed 2 hours within a 24-hour period or as coordinated by mutual agreement with the designated Security and Emergency Services contact listed in Section G.

3) Special investigations requested by DOE or Hanford Patrol, additional research, and other related law enforcement services for a total of 16 hours per month. Work under this section is not limited to performance on the Hanford Site.

4) River patrols, river picketing, drug searches, and drug information presentations, are funded as Indirect Costs and therefore not chargeable as direct services against the hours required by paragraphs 1.2 and 1.3 of this Scope of Work.

5) The Contractor shall immediately notify the Security and Emergency Services Contact listed in Section G of on-site criminal investigations and shall utilize the Criminal Arrest Policy identified below.

6) With agreement between DOE and the contractor, DOE will bear the total cost to affix Hanford Patrol vehicle markings (signage, emblem, etc.) to a contractor provided vehicle(s). The signage / emblem will be similar in configuration to what is currently affixed to Hanford Patrol Vehicles.

C.2.2 CRIMINAL ARREST POLICY

The serving of criminal warrants on the Hanford Site will be facilitated, to the extent possible, by Richland Operations Office (RL). Arrests will be made without impacting work activities and in a

manner that is with as little visibility to others as possible. RL will not support request to serve civil warrants on the Hanford Site.

1) Procedure - Contractor requests to serve warrants will be directed to the first available of the Security and Emergency Services Contact listed in Section G.

   The contactor shall coordinate with the Security and Emergency Services Contact to obtain appropriate badging and/or dosimeter. (The contractor should coordinate with the Hanford Patrol Shift Commander to issue badges during off-shift hours).

C.2.3 REPORTING REQUIREMENTS

The Contractor shall submit logs, reports, documents, data, and access to information regarding the Contractor's activities on the Hanford Site, as required in Section J, Attachment 1 – Reporting Requirements Checklist. Reports and deliverables under this contract shall be submitted via email to the designated Security and Emergency Services contact and contract specialist listed in Section G.

(End of clause)

C.3 EXTENT OF OBLIGATION

The Government will award a firm fixed-price contract for Traffic Law Enforcement services.

C.4 INVOICES

An invoice shall be submitted at least monthly or upon expiration of the contract, whichever occurs first, for all deliveries made during a billing period and for which payment has not been received. Invoices shall be submitted in accordance with G.4 DOE-3010 Invoice Billing Instructions.

SECTION D

PACKAGING AND MARKING

SECTION E

INSPECTION AND ACCEPTANCE

52.246-4 INSPECTION OF SERVICES—FIXED-PRICE. (AUG 1996)

(a) *Definitions. Services,* as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

E.1 INSPECTION AND ACCEPTANCE

Inspection and acceptance of all items under this contract shall be accomplished by the Contracting Officer, the Security and Emergency Services Contact listed in Section G, or any other duly authorized Government representative identified by the Contracting Officer. The contractor will be notified in writing or by a copy of the delegation of authority if a different representative in designated.

For the purpose of implementation of reductions to contract price for failure to provide services as specified in Section C, the government shall reduce monthly invoice payments for each hour of service that is not provided according to the following rate schedule:

Year	Hourly Rate
Base Year	$108.16
Option 1	$113.02
Option 2	$118.11
Option 3	$123.42
Option 4	$128.98

Hours creditable for invoice purposes shall begin when on the Hanford Site and checked in with Hanford Patrol and end when checked out with Hanford Patrol. Failure to notify Hanford Patrol upon arrival or departure will require invoiced hours to be supported by documentation described for duty-related absences in paragraph 1.2.2 of Section C.

At the end of each year of contract performance, as defined in Section F, Deliveries or Performance, the value of the completed year shall be adjusted consistent with the amount of services that were received.

(End of clause)

SECTION F

DELIVERIES OR PERFORMANCE

F.1 QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

A. PATROL LOG

The Contractor is required in Section C, Statement of Work, to contact the Hanford Patrol Operations Center on arrival at the Site and on Departure from the site. Hanford Patrol will:

1) Keep a log of contractor arrival and departure times in spreadsheet form.

2) Provide a copy of the log to the Protective Force Program Manager within 5 days of the end of the month.

B. INVOICE REVIEW

1) The RL-SES Protective Force Program Manager (PFPM) or other individual as assigned by the Security and Emergency Services (SES) Supervisor (referred to hereafter as the SES Representative) shall compare the Hanford Patrol log of contractor time spent on site to the contractor-submitted logs, reports, documents, data, and information regarding the Contractor's activities on the Hanford Site and off the Hanford Site in support of on-site duties, as required in Section J, Attachment J.1 – Reporting Requirements.

2) If invoiced duty-related time off site for a given day exceeds two absences, or any single absence exceeds 90 minutes, the SES Representative shall request that the contractor provide an explanation of how the absence was in support of the on-site duties. The response will be reviewed by the SES Representative and forwarded to the Contracting Officer along with a recommendation about whether the hours are or are not in compliance with Section C.

3) If the total amount of time for on-site activities per Section F.1.B(1) and off-site activities per Section F.1.B(2) is less than what is invoiced by the contractor in the monthly invoice, the SES Representative will report the discrepancy to the Contracting Officer. If the time invoiced complies with the Statement of Work, the SES Representative will record the review and report it to the Supervisor for Security and Emergency Services and the Contracting Officer.

C. INVOICE APPROVAL

If no discrepancies are present in the invoice, or on approval by the Contracting Officer, the Supervisor of Security and Emergency Services will approve the invoice in the appropriate DOE system.

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 MODIFICATION AUTHORITY

Notwithstanding any of the other clauses of this Contract, the CO shall be the only individual authorized to:

(a) Accept nonconforming work,

(b) Waive any requirement of this contract, or modify any term or condition of this contract

G.2 CORRESPONDENCE PROCEDURES

To promote timely and effective administration, correspondence submitted under this Contract shall include the contract number:

The DOE-Hanford Lead Contracting Officer (CO) is:
U. S. Department of Energy-Hanford
Brenda Valadez
Contracting Officer
Assistant Manager for Procurement, General Support Services, Team Lead
2440 Stevens Center Drive, 2562
Richland, WA 99352
Tel: (509) 376-1636
E-mail: Brenda.Valadez@rl.doe.gov

The DOE-Hanford Contract Officer (CO) and Contracting Specialist (CS) is:
U. S. Department of Energy-Hanford
Megan Harrison
Contracting Officer
Assistant Manager for Procurement
2440 Stevens Center Drive, 2518
Richland, WA 99352
Tel: (509) 376-2077
E-mail: Megan.Harrisonr@rl.doe.gov

The DOE-Hanford Designated Security and Emergency Services Program Manager is:
U. S. Department of Energy-Hanford
Cory Bower
Federal Officer and Program Manager, Hanford Patrol / Protective Force
Hanford Security and Emergency Services Division
2420 Stevens Center Place, Richland WA 99352, Room 259
Tel: (509) 376-0121
E-mail: cory.bower@rl.doe.gov

G.3 DOE-G-1005 OBSERVANCE OF LEGAL HOLIDAYS

(a) The on-site Government personnel observe the following holidays:

New Year's Day

Martin Luther King, Jr.'s Birthday

President's Day

Memorial Day

Juneteenth

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

(c) When DOE grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), Contractor personnel working on-site should also be dismissed. However, the contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative. (d) Whenever administrative leave is granted to Contractor personnel pursuant to paragraph (c) of this clause, it shall be without loss to the Contractor.

The impact of the excused delay may be submitted as a claim for adjustment to the fixed price of the contract and delivery schedule as appropriate.

(End of clause)

G.4 NONSUPERVISION OF CONTRACTOR EMPLOYEES ON GOVERNMENT FACILITIES

The Government shall not exercise any supervision or control over Contractor employees performing services under this contract. The Contractor's employees shall be held accountable solely to the Contractor's management, who in turn is responsible for contract performance to the Government.

(End of clause)

G.5 SUBMISSION OF REQUEST FOR PAYMENT - SUPPLIES OR SERVICES

The Contractors will use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) when requesting payment for supplies or services rendered.

Contractors must submit invoices electronically through the Oak Ridge Financial Service Cent's (ORFSC) Vender Inquiry Payment Electronic Reporting System (VIPERS). Vipers allows venders to submit invoices, attach supporting documentation and check the payment status of any invoice submitted to the DOE. To obtain access to and use VIPERS, please visit the web page at https://vipers.doe.gov/. Detailed instructions on how to enroll and use the system are provided on the web page. The submission of invoice electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor. Do not submit a paper copy of the invoice.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS

In the performance of this contract the Contractor shall comply with the requirements of the U.S. Department of Labor Wage Determination(s) located in Section J, Attachment J.2, Wage Determination and 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRE when applicable.

(End of clause)

H.2 PRESERVATION OF ANTIQUITIES, WILDLIFE AND LAND AREAS

(a) Federal Law provides for the protection of antiquities located on land owned or controlled by the Government. Antiquities include Indian graves or campsites, relics and artifacts. The Contractor shall control the movements of its personnel and its subcontractor's personnel at the job site to ensure that any existing antiquities discovered thereon will not be disturbed or destroyed by such personnel. It shall be the duty of the Contractor to report to the Contracting Officer the existence of any antiquities so discovered.

(b) The Contractor shall also preserve all vegetation (including wetlands) except where such vegetation must be removed for survey or construction purposes. Any removal of vegetation shall be in accordance with the terms of applicable habitat mitigation plans and permits. Furthermore, all wildlife must be protected consistent with programs approved by the Contacting Officer.

(c) Except as required by or specifically provided for in other provisions of this contract, the Contractor shall not perform any excavations, earth borrow, preparation of borrow areas, or otherwise disturb the surface soils within the job site without the prior approval of DOE or its designee.

(End of clause)

H.3 ALTERNATIVE DISPUTE RESOLUTION (ADR)

(a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of significant disputes are essential to the successful and timely achievement of critical milestones and completion of all Contract requirements. Accordingly, the parties agree that in the event of a dispute to jointly select a 'standing neutral.' The standing neutral will be available to help resolve disputes as they arise. Such standing neutral can be an individual, a board comprised of three independent experts, or a company with specific expertise in the Contract area. If a standing neutral cannot be agreed upon, the DOE Office of Dispute Resolution will make a selection. Specific joint ADR processes shall be developed.

(b) The parties agree the following provision may be invoked for significant disputes upon mutual agreement of the DOE and the Contractor:

(1) DOE and the Contractor shall use their best efforts to informally resolve any dispute, claim, question, or disagreement by consulting and negotiating with each other in good faith, recognizing their mutual interests, and attempting to reach a just and equitable solution satisfactory to both parties. If any agreement cannot be reached through informal negotiations within 30 days after the start of negotiations, then such disagreement shall be referred to the standing neutral, pursuant to the jointly-developed ADR procedures.

(2) The standing neutral will not render a decision, but will assist the parties in reaching a mutually satisfactory agreement. In the event the parties are unable after 30 days to reach such an agreement, either party may request, and the standing neutral will render, a non-binding advisory opinion. Such opinion shall not be admissible in evidence in any subsequent proceedings.

(c) If one party to this Contract requests the use of the process set forth in Paragraphs b(1) and b(2) of this clause and the other party disagrees, the party disagreeing must express its position in writing to the other party. On any such occasion, if the party requesting the above process wishes to file a claim they may proceed in accordance with Section I, FAR 52.233-1 Disputes or FAR 52.233-1 Disputes Alternate I.

(End of clause)

H.4 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES

The Government may award contracts for onsite work or services to additional contractors. The Contractor shall cooperate fully with all other on-site DOE Contractors, and with Government employees, and carefully fit its own work to such other work as may be directed by the Contracting Officer or a duly authorized representative. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by a Government employee.

(End of clause)

H.5 LOBBYING RESTRICTION (ENERGY AND WATER DEVELOPMENT AND RELATED AGENCIES APPROPRIATIONS ACT, 2008)

The contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

(End of clause)

H.6 CONSECUTIVE NUMBERING (MAY 2009)

Due to automated procedures employed in formulating this document, clauses and provisions contained within may not always be consecutively numbered.

(End of clause)

H.7 SECURITY REQUIREMENTS

(a) Citizenship: Each Contractor employee who requires authorization to have access to the Hanford Site must be a citizen of the United States or a foreign national with proper, advance RL authorization.

(b) Employee Access: Contractor employees must have a security escort when access to Limited and/or Protected Areas of the Hanford Site is required.

(c) Picture Security Badges:

(1) Each Contractor and subcontractor employee must have a picture (photo) security badge for access to any area within the Hanford Site. Picture badges are not required for visitors whose stay is for 7 days or less; in such cases, badges without photos are required. Security badges shall be worn in plain view, above the waist. Each employee must appear in person to obtain a badge. Badge applicants must provide adequate information to the issuing office to properly identify them. The "Security Badge Request Form" must be completed by the Contractor and signed in the Authorization block by the Contracting Officer or DOE designated personnel.

(2) Security badges will be valid only for the duration of a specific contract or for a 12-month period, whichever ends first.

(3) A new security badge must be obtained whenever there is a significant change in facial appearance, e.g., growth or removal of facial hair, changes resulting from surgery, etc.

(4) Each Contractor and subcontractor employee is responsible for his or her badge and for returning the badge to the issuing office whenever one of the following occurs, but in any event, before final payment:

(i) Contract work is completed;

(ii) Badge is no longer needed; and

(iii) Badge becomes void for any reason.

(5) A charge of $500.00 will be assessed to the Contractor for each security badge not returned in accordance with the above requirement. Such charges will be deducted from payments otherwise due the Contractor.

(6) Lost security badges shall be reported to the issuing office as soon after the loss as possible.

(d) Safety and Security Orientation: Each employee of the Contractor and subcontractor must receive a safety and security orientation briefing before being issued a security badge. For visitors badging, described in paragraph (d)(1) above, a 10-minute security briefing is required. Contractor personnel shall attend Hanford General Employee Training (HGET) for tasks which require regular access to government facilities. HGET training is approximately three hours in duration. A maximum of 3 hours

may be charged to the task for completion of HGET for annual renewal purposes. The charge to attend HGET is allowable under the Task Order as a direct cost associated with task performance. There is no fee for a Visitor's briefing.

(e) Prohibited Articles: The articles listed below are not permitted on the Hanford Site in any security area without a Prohibited Articles pass:

(1) Explosives;

(2) Dangerous weapons;

(3) Instruments or material likely to produce substantial injury to persons or damage to persons or property;

(4) Controlled substances (e.g., illegal drugs and associated paraphernalia but not prescription medicine); and
(5) Any other items prohibited by law. Specific information covering prohibited items may be found under the provisions of 10 Code of Federal Regulations (CFR) 860 and 41 CFR 101-20.3.

Upon notification that an employee of the Contractor or subcontractor is found to possess or is suspected of possessing narcotics, dangerous drugs, and or controlled substances on the Hanford Site, the Company for whom the individual works shall be notified that the employee's security badge is to be returned to Safeguards and Emergency Services and the employee's worksite access is being temporarily suspended pending identification, through laboratory analysis, of the items in question.

Upon receipt of positive identification, through laboratory analysis, of narcotics, dangerous drugs, and/or controlled substances, the individual and employing company representative, if applicable, shall be informed that the individual's access to the Hanford Site has been denied for a minimum of one (1) year.

(f) Controlled Articles: Portable electronic devices, both Government- and personally owned, capable of recording information or transmitting data (e.g., radio frequency, infrared, and/or data link electronic equipment) are not permitted in Limited Areas, Exclusions Areas, Protected Areas, Vital Areas, Material Access Areas, without a Controlled Article pass.

(g) Incidents of Security Concern:

Ensure that all company personnel who are authorized access to classified information, sensitive unclassified information and/or SNM at other facilities are aware of the requirements and procedures for reporting security infractions or incidents.

Establish an incident management program that provides for appropriate disciplinary measures if DOE determines that company personnel have committed security infractions or incidents.

(h) Personally Identifiable Information (PII):

Ensure that actions are taken to address data breaches of PII that is collected, processed, or maintained on paper records, stored and/or transmitted through DOE computer systems, and sensitive data owned by DOE that is properly stored on non-DOE computer systems.
Ensure that data breaches that involve the suspected or conformed loss of PII are immediately reported the DOE.

Ensure employees complete the Annual Privacy Training and sign the completion certificate acknowledging their responsibility for maintaining and protecting Privacy Act information prior to being authorized access to all information systems.
Ensure that employees receive training for the rules of behavior prior to accessing DOE systems.

(i) Controlled Unclassified Information (CUI):

Ensure that documents determined to contain CUI information are marked and protected as described in DOE O 471.7.

Ensure that documents determined to no longer warrant protection as CUI have their markings removed.

Ensure that access to (a) documents marked as containing CUI information or (b) CUI information from such documents is only provided to those persons who need to know the information to perform their jobs or other DOE-authorized activities.

(End of clause)

SECTION I
CONTRACT CLAUSES

52.202-1 DEFINITIONS. (JUN 2020)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless-

(a) The solicitation, or amended solicitation, provides a different definition;

(b) The contracting parties agree to a different definition;

(c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning;

(d) The word or term is defined in FAR part 31, for use in the cost principles and procedures; or

(e) The word or term defines an acquisition-related threshold, and if the threshold is adjusted for inflation as set forth in FAR 1.109(a), then the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment; see FAR 1.109(d).

(End of clause)

52.203-3 GRATUITIES. (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative—

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled—

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES. (MAY 2014)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

Bona fide employee, as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

Contingent fee, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

Improper influence, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (JUN 2020)

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

(End of clause)

52.203-7 ANTI-KICKBACK PROCEDURES. (JUN 2020)

(a) *Definitions*.

Kickback, as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

Person, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

Prime contract, as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

Prime Contractor as used in this clause, means a person who has entered into a prime contract with the United States.

Prime Contractor employee, as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

Subcontract, as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

Subcontractor, as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

Subcontractor employee, as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) 41 U.S.C. chapter 87, Kickbacks, prohibits any person from-

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c) (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Attorney General.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c)(5) but excepting paragraph (c)(1) of this clause, in all subcontracts under this contract that exceed the threshold specified in Federal Acquisition Regulation 3.502-2(i) on the date of subcontract award.

(End of clause)

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)

(a) If the Government receives information that a contractor or a person has violated 41 U.S.C. 2102–2104, Restrictions on Obtaining and Disclosing Certain Information, the Government may—

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which—

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct violates 41 U.S.C. 2102 for the purpose of either—

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct punishable under 41 U.S.C. 2105(a).

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of 41 U.S.C. 2102 or 2103, as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be—

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract.

(3) For cost-plus-award-fee contracts—

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may—

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or

adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the statute by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (JUN 2020)

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

Agency means "*executive agency*" as defined in Federal Acquisition Regulation (FAR) 2.101.

Covered Federal action means any of the following actions:

(1) Awarding any Federal contract.

(2) Making any Federal grant.

(3) Making any Federal loan.

(4) Entering into any cooperative agreement.

(5) Extending, continuing, renewing, amending, or modifying any Federal contract, grant, loan, or cooperative agreement.

Indian tribe and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b) and include Alaskan Natives.

Influencing or attempting to influence means making, with the intent to influence, any communication to or appearance before 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 any covered Federal action.

Local government means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

Officer or employee of an agency includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.

(2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.

(3) A special Government employee, as defined in section 202, Title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

Person means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

Reasonable compensation means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

Reasonable payment means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

Recipient includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and *are* permitted by other Federal law.

Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates

agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

State means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) *Prohibition*. 31 U.S.C. 1352 prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay 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 any covered Federal actions. In accordance with 31 U.S.C. 1352 the Contractor shall not use appropriated funds to pay 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 award of this contractor the extension, continuation, renewal, amendment, or modification of this contract.

(1) The term *appropriated funds* does not include profit or fee from a covered Federal action.

(2) To the extent the Contractor can demonstrate that the Contractor has sufficient monies, other than Federal appropriated funds, the Government will assume that these other monies were spent for any influencing activities that would be unallowable if paid for with Federal appropriated funds.

(c) *Exceptions*. The prohibition in paragraph (b) of this clause does not apply under the following conditions:

(1) *Agency and legislative liaison by Contractor employees*.

(i) Payment of reasonable compensation made to an officer or employee of the Contractor if the payment is for agency and legislative liaison activities not directly related to this contract. For purposes of this paragraph, providing any information specifically requested by an agency or Congress is permitted at any time.

(ii) Participating with an agency in discussions that are not related to a specific solicitation for any covered Federal action, but that concern-

(A) The qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities; or

(B) The application or adaptation of the person's products or services for an agency's use.

(iii) Providing prior to formal solicitation of any covered Federal action any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(iv) Participating in technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(v) Making capability presentations prior to formal solicitation of any covered Federal action by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(2) *Professional and technical services*.

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(iii) As used in paragraph (c)(2) of this clause, "professional and technical services" are limited to advice and analysis directly applying any professional or technical discipline (for examples, see FAR 3.803(a)(2)(iii)).

(iv) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(3) Only those communications and services expressly authorized by paragraphs (c)(1) and (2) of this clause are permitted.

(d) *Disclosure*.

(1) If the Contractor did not submit OMB Standard Form LLL, Disclosure of Lobbying Activities, with its offer, but registrants under the Lobbying Disclosure Act of 1995 have subsequently made a lobbying contact on behalf of the Contractor with respect to this contract, the Contractor shall complete and submit OMB Standard Form LLL to provide the name of the lobbying registrants, including the individuals performing the services.

(2) If the Contractor did submit OMB Standard Form LLL disclosure pursuant to paragraph (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, and a change occurs that affects Block 10 of the OMB Standard Form LLL (name and address of lobbying registrant or individuals performing services), the Contractor shall, at

the end of the calendar quarter in which the change occurs, submit to the Contracting Officer within 30 days an updated disclosure using OMB Standard Form LLL.

(e) *Penalties*.

(1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or who fails to file or amend the disclosure to be filed or amended by paragraph (d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) *Cost allowability*. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(g) *Subcontracts*.

(1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a subcontract under this contract that exceeds the threshold specified in FAR 3.808 on the date of subcontract award. The Contractor or subcontractor that awards the subcontract shall retain the declaration.

(2) A copy of each subcontractor disclosure form (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall, at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor, submit to the Contracting Officer within 30 days a copy of all disclosures. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(3) The Contractor shall include the substance of this clause, including this paragraph (g), in any subcontract that exceeds the threshold specified in FAR 3.808 on the date of subcontract award.

(End of clause)

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (NOV 2021)

(a) *Definitions.* As used in this clause—

Agent means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

Full cooperation—(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the

conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require—

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from—

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) *Code of business ethics and conduct.* (1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall—

(i) Have a written code of business ethics and conduct;

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall—

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed—

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729–3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked “confidential” or “proprietary” by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial product or commercial service as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall—

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including—

(*1*) Monitoring and auditing to detect criminal conduct;

(*2*) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(*3*) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729–3733).

(*1*) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(*2*) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(*3*) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(*4*) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) *Subcontracts.* (1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that exceed the threshold specified in FAR 3.1004(a) on the date of subcontract award and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

52.203-14 DISPLAY OF HOTLINE POSTER(S). (NOV 2021)

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS. (NOV 2023)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies established at 41 U.S.C. 4712 and Federal Acquisition Regulation (FAR) 3.900 through 3.905.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in FAR 3.900 through 3.905.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.204-1 APPROVAL OF CONTRACT. (DEC 1989)

This contract is subject to the written approval of Brenda Valadez, *Contracting Officer* and shall not be binding until so approved.

(End of clause)

52.204-2 SECURITY REQUIREMENTS. (MAR 2021)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with-

(1) The Security Agreement DD Form441), including the *National Industrial Security Program Operating Manual* (32 CFR part 117); and

(2) Any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL.(JAN 2011)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (JUN 2020)

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (OCT 2020)

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS. (DEC 2014)

The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS. (NOV 2021)

(a) *Definitions*. As used in this clause—

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (*i.e*., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB COVERED ENTITIES. (DEC 2023)

(a) *Definitions*. As used in this clause—

Kaspersky Lab covered article means any hardware, software, or service that–

(1) Is developed or provided by a Kaspersky Lab covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab covered entity.

Kaspersky Lab covered entity means–

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., “Kaspersky”;

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

(b) *Prohibition*. Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any Kaspersky Lab covered article. The Contractor is prohibited from—

(1) Providing any Kaspersky Lab covered article that the Government will use on or after October 1, 2018; and

(2) Using any Kaspersky Lab covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) *Reporting requirement*.

(1) In the event the Contractor identifies a Kaspersky Lab covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:

(i) Within 3 business days from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number);

item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a Kaspersky Lab covered article, any reasons that led to the use or submission of the Kaspersky Lab covered article, and any additional efforts that will be incorporated to prevent future use or submission of Kaspersky Lab covered articles.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. (NOV 2021)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from

procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler

number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION. (JUN 2023)

(a) *Definitions.* As used in this clause—

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

(b) *Prohibition*. Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, “No TikTok on

Government Devices" Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

(c) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

52.207-3 RIGHT OF FIRST REFUSAL OF EMPLOYMENT. (MAY 2006)

52.207-5 OPTION TO PURCHASE EQUIPMENT. (FEB 1995)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (NOV 2021)

(a) *Definition*.

Commercially available off-the-shelf (COTS) item, as used in this clause—

(1) Means any item of supply (including construction material) that is–

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" in Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

(b) The Government suspends or debars Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of the threshold specified in FAR 9.405-2(b) on the date of subcontract award, with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed the threshold specified in FAR 9.405-2(b) on the date of subcontract award, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(e) *Subcontracts*. Unless this is a contract for the acquisition of commercial products or commercial services, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that—

(1) Exceeds the threshold specified in FAR 9.405-2(b) on the date of subcontract award; and

(2) Is not a subcontract for commercially available off-the-shelf items.

(End of clause)

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS. (OCT 2018)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management via https://www.sam.gov.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments-

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by-

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for-

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS. (NOV 2015)

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

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Subsidiary means an entity in which more than 50 percent of the entity is owned-

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

(End of clause)

52.210-1 MARKET RESEARCH. (NOV 2021)

52.215-2 AUDIT AND RECORDS-NEGOTIATION. (JUN 2020)

52.215-8 ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT. (OCT 1997)

52.217-2 CANCELLATION UNDER MULTIYEAR CONTRACTS. (OCT 1997)

(a) *Cancellation,* as used in this clause, means that the Government is canceling its requirements for all supplies or services in program years subsequent to that in which notice of cancellation is provided. Cancellation shall occur by the date or within the time period specified in the Schedule, unless a later date is agreed to, if the Contracting Officer (1) notifies the Contractor that funds are not available for contract performance for any subsequent program year, or (2) fails to notify the Contractor that funds are available for performance of the succeeding program year requirement.

(b) Except for cancellation under this clause or termination under the Default clause, any reduction by the Contracting Officer in the requirements of this contract shall be considered a termination under the Termination for Convenience of the Government clause.

(c) If cancellation under this clause occurs, the Contractor will be paid a cancellation charge not over the cancellation ceiling specified in the Schedule as applicable at the time of cancellation.

(d) The cancellation charge will cover only (1) costs (i) incurred by the Contractor and/or subcontractor, (ii) reasonably necessary for performance of the contract, and (iii) that would have been equitably amortized over the entire multiyear contract period but, because of the cancellation, are not so amortized, and (2) a reasonable profit or fee on the costs.

(e) The cancellation charge shall be computed and the claim made for it as if the claim were being made under the Termination for Convenience of the Government clause of this contract. The Contractor shall submit the claim promptly but no later than 1 year from the date (1) of notification of the nonavailability of funds, or (2) specified in the Schedule by which notification of the availability of additional funds for the next succeeding program year is required to be issued, whichever is earlier, unless extensions in writing are granted by the Contracting Officer.

(f) The Contractor's claim may include—

(1) Reasonable nonrecurring costs (see Subpart 15.4 of the Federal Acquisition Regulation) which are applicable to and normally would have been amortized in all supplies or services which are multiyear requirements;

(2) Allocable portions of the costs of facilities acquired or established for the conduct of the work, to the extent that it is impracticable for the Contractor to use the facilities in its commercial work, and if the costs are not charged to the contract through overhead or otherwise depreciated;

(3) Costs incurred for the assembly, training, and transportation to and from the job site of a specialized work force; and

(4) Costs not amortized solely because the cancellation had precluded anticipated benefits of Contractor or subcontractor learning.

(g) The claim shall not include—

(1) Labor, material, or other expenses incurred by the Contractor or subcontractors for performance of the canceled work;

(2) Any cost already paid to the Contractor;

(3) Anticipated profit or unearned fee on the canceled work; or

(4) For service contracts, the remaining useful commercial life of facilities. *Useful commercial life* means the commercial utility of the facilities rather than their physical life with due consideration given to such factors as location of facilities, their specialized nature, and obsolescence.

(h) This contract may include an Option clause with the period for exercising the option limited to the date in the contract for notification that funds are available for the next succeeding program year. If so, the Contractor agrees not to include in option quantities any costs of a startup or nonrecurring nature that have been fully set forth in the contract. The Contractor further agrees that the option quantities will

reflect only those recurring costs and a reasonable profit or fee necessary to furnish the additional option quantities.

(i) Quantities added to the original contract through the Option clause of this contract shall be included in the quantity canceled for the purpose of computing allowable cancellation charges.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within *60 days*.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within *30 days* provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed *5 years*.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (SEP 2023)

(a) *Definitions*. As used in this clause—

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document/support--table-size-standards.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it □ is, □ is not a small business concern under *NAICS Code* _____ assigned to *contract number* _____.

(2) [*Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause*.] The Contractor represents that it □ is, □ is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) [*Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.*] The Contractor represents that it □ is, □ is not a women-owned small business concern.

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* __.]

(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* __ .]

(6) [*Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.*] The Contractor represents that it □ is, □ is not a veteran-owned small business concern.

(7) [*Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.*] The Contractor represents that it □ is, □ is not a service-disabled veteran-owned small business concern.

(8) [*Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.*] The Contractor represents that—

(i) It □ is, □ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and (ii) It □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.]* Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[*Contractor to sign and date and insert authorized signer's name and title.*_____]

(End of clause)

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES. (FEB 1997)

52.222-3 CONVICT LABOR. (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons—

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if—

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (APR 2015)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (JUN 2020)

52.222-35 ALTERNATE 1 (JUL 2014)

52.222-37 EMPLOYMENT REPORTS ON VETERANS. (JUN 2020)

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT. (DEC 2010)

52.222-41 SERVICE CONTRACT LABOR STANDARDS. (AUG 2018)

(a) *Definitions*. As used in this clause—

Contractor, when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

Service employee means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, *Code of Federal Regulations*, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) *Applicability*. This contract is subject to the following provisions and to all other applicable provisions of 41 U.S.C. chapter 67, Service Contract Labor Standards, and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation.

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2) (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (*i.e.,* the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (*i.e.,* appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour *Division, U.S.* Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed

classification by indexing (*i.e.,* adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of1938, as amended.

(v) The wage rate and fringe benefits finally determined under this paragraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Service Contract Labor Standards statute and this contract.

(vi) Upon discovery of failure to comply with paragraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) *Adjustment of compensation*. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) *Obligation to furnish fringe benefits*. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under paragraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) *Minimum wage*. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) *Successor contracts*. If this contract succeeds a contract subject to the Service Contract Labor Standards statute under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining

agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1 b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) *Notification to employees*. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the work site. Failure to comply with this requirement is a violation of 41 U.S.C. 6703 and of this contract.

(h) *Safe and sanitary working conditions*. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) *Records*.

(1) The Contractor and each subcontractor performing work subject to the Service Contract Labor Standards statute shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour *Division, a* record of the following:

(i) For each employee subject to the Service Contract Labor Standards statute-

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the work site during normal working hours.

(j) *Pay periods*. The Contractor shall unconditionally pay to each employee subject to the Service Contract Labor Standards statute all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this statute may not be of any duration longer than semi-monthly.

(k) *Withholding of payments and termination of contract*. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Service Contract Labor Standards statute all or part of the wages or fringe benefits due under the Service

Contract Labor Standards statute, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) *Subcontracts*. The Contractor agrees to insert this clause in all subcontracts subject to the Service Contract Labor Standards statute.

(m) *Collective bargaining agreements applicable to service employees*. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government
Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) *Seniority list*. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent
Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) *Rulings and interpretations*. Rulings and interpretations of the Service Contract Labor Standards statute are contained in Regulations, 29 CFR Part 4.

(p) Contractor's certification.

(1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under 41 U.S.C. 6706.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under 41 U.S.C. 6706.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) *Variations, tolerances, and exemptions involving employment*. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to 41 U.S.C. 6707 prior to its amendment by Pub.L.92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by 41 U.S.C. 6703(1) without diminishing any fringe benefits or cash payments in lieu thereof required under 41 U.S.C. 6703(2), in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, persons with disabilities, and disabled clients of work centers under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the statute for the employment of apprentices, student-learners, persons with disabilities, or disabled clients of work centers not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two statutes, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR parts 525 and 528.

(r) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) *Tips*. An employee engaged in an occupation in which the employee customarily and regularly receives more than $30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by 41 U.S.C. 6703(1), in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed $1.34 per hour beginning January 1,1981. To use this provision-

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Labor Standards minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of 41 U.S.C. 6707(c).

(t) *Disputes concerning labor standards*. The U.S. Department of Labor has set forth in 29 CFR parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS). (AUG 2018)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Labor Standards statute, (41 U.S.C. chapter 67), by the Administrator, Wage and Hour *Division, U.S.* Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor’s actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of $4.00 per hour. The Contractor chose to pay $4.10.

The new wage determination increases the minimum rate to $4.50 per hour. Even if the Contractor voluntarily increases the rate to $4.75 per hour, the allowable price adjustment is $.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and Workers' Compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

(End of clause)

52.222-44 AIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT. (MAY 2014)

52.222-50 COMBATING TRAFFICKING IN PERSONS. (NOV 2021)

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

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means-

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Commercially available off-the-shelf (COTS) item —

(1) Means any item of supply (including construction material) that is—

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101;

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person-

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of-

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for-

(i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;

(ii) Advertising

(iii) Obtaining permanent or temporary labor certification, including any associated fees;

(iv) Processing applications and petitions;

(v) Acquiring visas, including any associated fees;

(vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;

(vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;

(viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;

(ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;

(x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;

(xi) Transportation and subsistence costs-

(A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and

(B) From the airport or disembarkation point to the worksite;

(xii) Security deposits, bonds, and insurance; and

(xiii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is-

(i) Paid in property or money;

(ii) Deducted from wages;

(iii) Paid back in wage or benefit concessions;

(iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or

(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to-

(A) Agents;

(B) Labor brokers;

(C) Recruiters;

(D) Staffing firms (including private employment and placement firms);

(E) Subsidiaries/affiliates of the employer;

(F) Any agent or employee of such entities; and

(G) Subcontractors at all tiers.

Severe forms of trafficking in persons means-

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or

for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) *Policy.* The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not-

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5) (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees or potential employees recruitment fees;

(7) (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that-

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is-

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Contractor requirements*. The Contractor shall-

(1) Notify its employees and agents of-

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.*

(1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of-

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or

their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in-

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) *Mitigating and aggravating factors.* When determining remedies, the Contracting Officer may consider the following:

(1) *Mitigating factors*. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) *Aggravating factors*. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation*.

(1) The Contractor shall, at a minimum-

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not-

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from-

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan*.

(1) This paragraph (h) applies to any portion of the contract that-

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $550,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate-

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) *Minimum requirements*. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/j/tip/.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employees or potential employees and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting*.

(i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) *Certification*. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that-

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either-

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) *Subcontracts*.

(1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that-

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $550,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

(End of clause)

52.222-55 MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026. (JAN 2022)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (MAY 2022)

52.223-6 DRUG-FREE WORKPLACE. (MAY 2021)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (JUN 2020)

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

"Driving"–

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

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

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

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

(c) The Contractor is encouraged to-

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

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

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

(2) Conduct initiatives in a manner commensurate with the size of the business, such as-

(i) Establishment of new rules and programs or reevaluation of existing programs to prohibit text messaging while driving; and

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

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

(End of clause)

52.224-1 PRIVACY ACT NOTIFICATION. (APR 1984)

52.224-2 PRIVACY ACT. (APR 1984)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (FEB 2021)

52.226-6 PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS. (JUN 2020)

52.227-1 AUTHORIZATION AND CONSENT. (JUN 2020)

52.228-5 INSURANCE-WORK ON A GOVERNMENT INSTALLATION. (JAN 1997)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES. (FEB 2013)

52.232-1 PAYMENTS. (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if—

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least $1,000 or 50 percent of the total contract price.

(End of clause)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT. (FEB 2002)

52.232-11 EXTRAS. (APR 1984)

52.232-18 AVAILABILITY OF FUNDS. (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-23 ASSIGNMENT OF CLAIMS. (MAY 2014)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 6305 (hereafter referred to as *the Act*), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

52.232-25 PROMPT PAYMENT. (JAN 2017)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) *Invoice payments—*

(1) *Due date.*

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) *Certain food products and other payments.*

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are—

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98–181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (*e.g.,* periodic lease payments), the due date will be as specified in the contract.

(3) *Contractor's invoice.* The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (*e.g.,* shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (*e.g.,* 52.232–38, Submission of Electronic Funds Transfer Information with Offer), contract clause (*e.g.,* 52.232–33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232–34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (*e.g.,* evidence of shipment).

(4) *Interest penalty.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) *Computing penalty amount.* The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233–1, Disputes.

(6) *Discounts for prompt payment.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) *Additional interest penalty.*

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if—

(A) The Government owes an interest penalty of $1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii) (A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall—

(*1*) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(*2*) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(*3*) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible—

(*1*) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(*2*) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (*e.g.,* payments under utility contracts subject to tariffs and regulation).

(b) *Contract financing payment.* If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) *Fast payment procedure due dates.* If this contract contains the clause at 52.213–1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(e) *Invoices for interim payments.* For interim payments under this cost-reimbursement contract for services—

(1) Paragraphs (a)(2), (a)(3), (a)(4)(ii), (a)(4)(iii), and (a)(5)(i) do not apply;

(2) For purposes of computing late payment interest penalties that may apply, the due date for payment is the 30th day after the designated billing office receives a proper invoice; and

(3) The contractor shall submit invoices for interim payments in accordance with paragraph (a) of FAR 52.216–7, Allowable Cost and Payment. If the invoice does not comply with contract requirements, it will be returned within 7 days after the date the designated billing office received the invoice.

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT. (OCT 2018)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information*. The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM). In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to SAM.

(c) *Mechanisms for EFT payment*. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) *Suspension of payment*. If the Contractor’s EFT information in the SAM is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor’s EFT information incorrectly, the Government remains responsible for-

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and-

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment*. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims*. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in SAM and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent*. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information*. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in SAM.

(End of clause)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (MAR 2023)

(a) (1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 3801, within 15 days after receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.

(End of clause)

52.233-1 DISPUTES. (MAY 2014)

(a) This contract is subject to 41 U.S.C chapter 71, Contract Disputes.

(b) Except as provided in 41 U.S.C chapter 71, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $100,000 is not a claim under 41 U.S.C chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C chapter 71. The submission may be converted to a claim under 41 U.S.C chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding $100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of $100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over $100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer’s decision shall be final unless the Contractor appeals or files a suit as provided in 41 U.S.C chapter 71.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.233-3 PROTEST AFTER AWARD. (AUG 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stop-page. Upon receipt of the final decision in the protest, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Default, or the Termination for Convenience of the Government clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; *provided*, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION. (APR 1984)

52.239-1 PRIVACY OR SECURITY SAFEGUARDS. (AUG 1996)

52.242-13 BANKRUPTCY. (JUL 1995)

In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the contracting officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of government contract numbers and contracting offices for all government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.243-7 NOTIFICATION OF CHANGES. (JAN 2017)

(a) *Definitions.* "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within _____ (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-

(i) What line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor’s estimate of the time by which the Government must respond to the Contractor’s notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within _____ (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of

disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (DEC 2023)

(a) *Definitions.* As used in this clause—

Commercial product, commercial service and *commercially available off-the-shelf item* have the meanings contained in Federal Acquisition Regulation (FAR) 2.101.

Subcontract includes a transfer of commercial products or commercial services between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial products, commercial services, or non-developmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial products or commercial services:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509), if the subcontract exceeds the threshold specified in FAR 3.1004(a) on the date of subcontract award, and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

(iv) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017).

(v) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (NOV 2021) , other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR clause 52.204-21.

(vi) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(vii) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(viii) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(ix) (A) 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) (Pub. L. 115–390, title II).

(B) Alternate I (DEC 2023) of 52.204–30.

(x) 52.219-8, Utilization of Small Business Concerns (SEP 2023) (15 U.S.C.637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(xi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(xii) 52.222-26, Equal Opportunity (SEPT 2016) (E.O.11246).

(xiii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C.4212(a));

(xiv) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020)(29 U.S.C.793).

(xv) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C.4212).

(xvi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(xvii) (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50(22 U.S.C. chapter 78 and E.O. 13627).

(xviii) 52.222-55, Minimum Wages for Contractor Workers under Executive Order 14026 (JAN 2022), if flow down is required in accordance with paragraph (k) of FAR clause 52.222-55.

(xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706), if flow down is required in accordance with paragraph (m) of FAR clause 52.222-62.

(xx) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a) if flow down is required in accordance with 52.224-3(f).

(B) Alternate I (JAN 2017) of 52.224-3, if flow down is required in accordance with 52.224-3(f) and the agency specifies that only its agency-provided training is acceptable).

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) , if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C.2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial products or commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

52.246-25 LIMITATION OF LIABILITY—SERVICES. (FEB 1997)

(a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that (1) occurs after Government acceptance of services performed under this contract and (2) results from any defects or deficiencies in the services performed or materials furnished.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed, or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term *Contractor's managerial personnel,* as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of—

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE). (APR 2012)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material

produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; *provided,* however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount

of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of—

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (g)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including—

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value as determined by the Contracting Officer, for the loss of the Government property.

(i) The cost principles and procedures of part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted—

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer,

photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM). (APR 1984)

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE). (APR 1984)

52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): https://www.acquisition.gov/far

(End of clause)

52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)

952.202-1 DEFINITIONS.

(c) When a solicitation provision or contract clause uses a word or term that is defined in the Department of Energy Acquisition Regulation (DEAR) (48 CFR chapter 9), the word or term has the same meaning as the definition in 48 CFR 902.101 or the definition in the part, subpart, or section of 48 CFR chapter 9 where the provision or clause is prescribed in effect at the time the solicitation was issued, unless an exception in (a) applies.

(End of Clause)

952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES. (DEC 2000)

(a) The Contractor shall comply with the requirements of "DOE Contractor Employee Protection Program" at 10 CFR part 708 for work performed on behalf of DOE directly related to activities at DOE-owned or-leased sites.

(b) The Contractor shall insert or have inserted the substance of this clause, including this paragraph (b), in subcontracts at all tiers, for subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

(End of Clause)

952.208-70 PRINTING. (APR 1984)

The Contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the U.S. Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract. Provided, however, that performance of a requirement under this contract involving the duplication of less than 5,000 copies of a single unit, or no more than 25,000 units in the aggregate of multiple units, will not be deemed to be printing. A unit is defined as one sheet, size 8 1/2 by 11 inches one side only, one color. A requirement is defined as a single publication document.

(1) The term *printing* includes the following processes: composition, plate making, presswork, binding, microform publishing, or the end items produced by such processes.

(2) If fulfillment of the contract will necessitate reproduction in excess of the limits set forth above, the Contractor shall notify the Contracting Officer in writing and obtain the Contracting Officer's approval prior to acquiring on DOE's behalf production, acquisition, and dissemination of printed matter. Such printing must be obtained from the Government Printing Office (GPO), a contract source designated by GPO or a Joint Committee on Printing authorized federal printing plant.

(3) Printing services not obtained in compliance with this guidance will result in the cost of such printing being disallowed.

(4) The Contractor will include in each of his subcontracts hereunder a provision substantially the same as this clause including this paragraph (4).

(End of clause)

952.223-75 PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS. (APR 1984)

Individual occupational radiation exposure records generated in the performance of work under this contract shall be generated and maintained by the contractor in accordance with 36 CFR Chapter XII, Subchapter B, “Records Management,” the National Archives and Records Administration (NARA)-approved DOE Records Disposition Schedules, and shall be operated as a DOE Privacy Act system of records, in accordance with the Privacy Act.

(End of clause)

952.223-78 SUSTAINABLE ACQUISITION PROGRAM. (OCT 2010)

(a) Pursuant to Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, and Executive Order 13514, Federal Leadership in Environmental, Energy, and Economic Performance, the Department of Energy (DOE) is committed to managing its facilities in an environmentally preferable and sustainable manner that will promote the natural environment and protect the health and well being of its Federal employees and contractor service providers. In the performance of work under this contract, the Contractor shall provide its services in a manner that

promotes the natural environment, reduces greenhouse gas emissions and protects the health and well being of Federal employees, contract service providers and visitors using the facility.

(b) Green purchasing or sustainable acquisition has several interacting initiatives. The Contractor must comply with initiatives that are current as of the contract award date. DOE may require compliance with revised initiatives from time to time. The Contractor may request an equitable adjustment to the terms of its contract using the procedures in the Changes clause of the contract. The initiatives important to these Orders are explained on the following Government or Industry Internet Sites:

(1) Recycled Content Products are described at *http://epa.gov/cpg.*

(2) Biobased Products are described at *http://www.biopreferred.gov/.*

(3) Energy efficient products are at *http://energystar.gov/products* for Energy Star products.

(4) Energy efficient products are at *http://www.femp.energy.gov/procurement* for FEMP designated products.

(5) Environmentally preferable and energy efficient electronics including desktop computers, laptops and monitors are at *http://www.epeat.net* the Electronic Products Environmental Assessment Tool (EPEAT) the Green Electronics Council site.

(6) Green house gas emission inventories are required, including Scope 3 emissions which include contractor emissions. These are discussed at Section 13 of Executive Order 13514 which can be found at *http://www.archives.gov/federal-register/executive-orders/disposition.html.*

(7) Non-Ozone Depleting Alternative Products are at *http://www.epa.gov/ozone/strathome.html.*

(8) Water efficient plumbing products are at *http://epa.gov/watersense.*

(c) The clauses at FAR 52.223-2, Affirmative Procurement of Biobased Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts, require the use of products that have biobased content, are energy efficient, or have recycled content. To the extent that the services provided by the Contractor require provision of any of the above types of products, the Contractor must provide the energy efficient and environmentally sustainable type of product unless that type of product -

(1) Is not available;

(2) Is not life cycle cost effective or does not exceed 110% of the price of alternative items if life cycle cost data is unavailable (EPEAT is an example of lifecycle costs that have been analyzed by DOE and found to be acceptable at the silver and gold level);

(3) Does not meet performance needs; or,

(4) Cannot be delivered in time to meet a critical need.

(d) In the performance of this contract, the Contractor shall comply with the requirements of Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, (*http://www.epa.gov/greeningepa/practices/eo13423.htm*) and Executive Order 13514, Federal Leadership in Environmental, Energy, and Economic Performance (*http://www.archives.gov/federal-register/executive-orders/disposition.html*). The Contractor shall also consider the best practices within the DOE Acquisition Guide, Chapter 23, *Acquisition Considerations Regarding Federal Leadership in Environmental, Energy, and Economic Performance.* This guide includes information concerning recycled content products, biobased products, energy efficient products, water efficient products, alternative fuels and vehicles, non-ozone depleting substances and other environmentally preferable products and services. This guide is available on the Internet at: *http://management.energy.gov/documents/AcqGuide23pt0Rev1.pdf.*

(e) Contractors must establish and maintain a documented energy management program which includes requirements for energy and water efficient equipment, EnergyStar or WaterSense, as applicable and procedures for verification of purchases, following the criteria in DOE Order 430.2B, Departmental Energy, Renewable Energy, and Transportation Management, Attachment 1, or its successor to the extent required elsewhere in the contract. This requirement should not be flowed down to subcontractors.

(f) In complying with the requirements of paragraph (c) of this clause, the Contractor(s) shall coordinate its activities with and submit required reports through the Environmental Sustainability Coordinator or equivalent position. Reporting under this paragraph and paragraphs (g) and (h) of this clause is only required if the contract or subcontract offers subcontracting opportunities for energy efficient and environmentally sustainable products or services exceeding $100,000 in any contract year.

(g) The Contractor shall prepare and submit performance reports, if required, using prescribed DOE formats, at the end of the Federal fiscal year, on matters related to the acquisition of environmentally preferable and sustainable products and services. This is a material delivery under the contract. Failure to perform this requirement may be considered a failure that endangers performance of this contract and may result in termination for default.

(h) These provisions shall be flowed down only to first tier subcontracts exceeding the simplified acquisition threshold that support operation of the DOE facility and offer significant subcontracting opportunities for energy efficient or environmentally sustainable products or services. The Subcontractor, if subcontracting opportunities for sustainable and environmentally preferable products or services exceed the threshold in paragraph (f) of this clause, will comply with the procedures in paragraphs (c) through (f) of this clause regarding the collection of all data necessary to generate the reports required under paragraphs (c) through (f) of this clause, and submit the reports directly to the Prime Contractor's Environmental Sustainability Coordinator at the supported facility. The Subcontractor will advise the Contractor if it is unable to procure energy efficient and environmentally sustainable items and cite which of the reasons in paragraph (c) of this clause apply. The reports may be submitted at the conclusion of the subcontract term provided that the subcontract delivery term is not multi-year in nature. If the delivery term is multi-year, the Subcontractor shall report its accomplishments for each Federal fiscal year in a manner and at a time or times acceptable to both

parties. Failure to comply with these reporting requirements may be considered a breach of contract with attendant consequences.

(i) When this clause is used in a subcontract, the word "Contractor" will be understood to mean "Subcontractor."

(End of clause)

970.5223-6 EXECUTIVE ORDER 13423, STRENGTHENING FEDERAL ENVIRONMENTAL, ENERGY, AND TRANSPORTATION MANAGEMENT. (OCT 2010)

Since this contract involves Contractor operation of Government-owned facilities and/or motor vehicles, the provisions of Executive Order 13423 are applicable to the Contractor to the same extent they would be applicable if the Government were operating the facilities or motor vehicles. Information on the requirements of the Executive Order may be found at *http://www.archives.gov/federal-register/executive-orders/.*

(End of clause)

970.5223-7 SUSTAINABLE ACQUISITION PROGRAM. (OCT 2010)

(a) Pursuant to Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, and Executive Order 13514, Federal Leadership in Environmental, Energy, and Economic Performance, the Department of Energy (DOE) is committed to managing its facilities in an environmentally preferable and sustainable manner that will promote the natural environment and protect the health and well being of its Federal employees and contractor service providers. In the performance of work under this contract, the Contractor shall provide its services in a manner that promotes the natural environment, reduces greenhouse gas emissions and protects the health and well being of Federal employees, contract service providers and visitors using the facility.

(b) Green purchasing or sustainable acquisition has several interacting initiatives. The Contractor must comply with initiatives that are current as of the contract award date. DOE may require compliance with revised initiatives from time to time. The Contractor may request an equitable adjustment to the terms of its contract using the procedures at 48 CFR 970.5243-1 Changes. The initiatives important to these Orders are explained on the following Government or Industry Internet Sites:

(1) Recycled Content Products are described at *http://epa.gov/cpg.*

(2) Biobased Products are described at *http://www.biopreferred.gov/.*

(3) Energy efficient products are at *http://energystar.gov/products* for Energy Star products.

(4) Energy efficient products are at *http://www.femp.energy.gov/procurement* for FEMP designated products.

(5) Environmentally preferable and energy efficient electronics including desktop computers, laptops and monitors are at *http://www.epeat.net* the Electronic Products Environmental Assessment Tool (EPEAT) the Green Electronics Council site.

(6) Green house gas emission inventories are required, including Scope 3 emissions which include contractor emissions. These are discussed at Section 13 of Executive Order 13514 which can be found at *http://www.archives.gov/federal-register/executive-orders/disposition.html.*

(7) Non-Ozone Depleting Alternative Products are at *http://www.epa.gov/ozone/strathome.html.*

(8) Water efficient plumbing products are at *http://epa.gov/watersense.*

(c) The clauses at FAR 52.223-2, Affirmative Procurement of Biobased Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts, require the use of products that have biobased content, are energy efficient, or have recycled content. To the extent that the services provided by the Contractor require provision of any of the above types of products, the Contractor must provide the energy efficient and environmentally sustainable type of product unless that type of product -

(1) Is not available;

(2) Is not life cycle cost effective (or does not exceed 110% of the price of alternative items if life cycle cost data is unavailable), EPEAT is an example of lifecycle costs that have been analyzed by DOE and found to be acceptable at the silver and gold level;

(3) Does not meet performance needs; or,

(4) Cannot be delivered in time to meet a critical need.

(d) In the performance of this contract, the Contractor shall comply with the requirements of Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, (*http://www.epa.gov/greeningepa/practices/eo13423.htm*) and Executive Order 13514, Federal Leadership in Environmental, Energy, and Economic Performance (*http://www.archives.gov/federal-register/executive-orders/disposition.html*). The Contractor shall also consider the best practices within the DOE Acquisition Guide, Chapter 23, *Acquisition Considerations Regarding Federal Leadership in Environmental, Energy, and Economic Performance.* This guide includes information concerning recycled content products, biobased products, energy efficient products, water efficient products, alternative fuels and vehicles, non ozone depleting substances and other environmentally preferable products and services. This guide is available on the Internet at: *http://management.energy.gov/documents/AcqGuide23pt0Rev1.pdf.*

(e) Contractors must establish and maintain a documented energy management program which includes requirements for energy and water efficient equipment, EnergyStar or WaterSense, as applicable and procedures for verification of purchases, following the criteria in DOE Order 430.2B, Departmental

Energy, Renewable Energy, and Transportation Management, Attachment 1, or its successor. This requirement should not be flowed down to subcontractors.

(f) In complying with the requirements of paragraph (c) of this clause, the Contractor shall coordinate its activities with and submit required reports through the Environmental Sustainability Coordinator or equivalent position.

(g) The Contractor shall prepare and submit performance reports using prescribed DOE formats, at the end of the Federal fiscal year, on matters related to the acquisition of environmentally preferable and sustainable products and services. This is a material delivery under the contract. Failure to perform this requirement may be considered a failure that endangers performance of this contract and may result in termination for default [see FAR 52.249-6, Termination (Cost Reimbursement)].

(h) These provisions shall be flowed down only to first tier subcontracts exceeding the simplified acquisition threshold that support operation of the DOE facility and offer significant subcontracting opportunities for energy efficient or environmentally sustainable products or services. The Subcontractor will comply with the procedures in paragraphs (c) through (f) of this clause regarding the collection of all data necessary to generate the reports required under paragraphs (c) through (f) of this clause, and submit the reports directly to the Prime Contractor's Environmental Sustainability Coordinator at the supported facility. The Subcontractor will advise the Contractor if it is unable to procure energy efficient and environmentally sustainable items and cite which of the reasons in paragraph (c) of this clause apply. The reports may be submitted at the conclusion of the subcontract term provided that the subcontract delivery term is not multi-year in nature. If the delivery term is multi-year, the Subcontractor shall report its accomplishments for each Federal fiscal year in a manner and at a time or times acceptable to both parties. Failure to comply with these reporting requirements may be considered a breach of contract with attendant consequences.

(i) When this clause is used in a subcontract, the word “Contractor” will be understood to mean “Subcontractor.”

(End of clause)

SECTION J

LIST OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE	DATE
J.1	Reporting Requirements	2/16/2024
J.2	Wage Determination	2/16/2024

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

Daniel W. Simms
Director

Division of Wage Determinations

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Wage Determination No.: 2015-5527
Revision No.: 21
Date Of Last Revision: 12/26/2023

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Benton, Franklin

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		18.46
01012 - Accounting Clerk II		20.74
01013 - Accounting Clerk III		23.19
01020 - Administrative Assistant		34.36
01035 - Court Reporter		20.84
01041 - Customer Service Representative I		15.39***
01042 - Customer Service Representative II		17.30
01043 - Customer Service Representative III		18.87
01051 - Data Entry Operator I		18.58
01052 - Data Entry Operator II		20.27
01060 - Dispatcher, Motor Vehicle		24.15
01070 - Document Preparation Clerk		16.59***
01090 - Duplicating Machine Operator		16.59***
01111 - General Clerk I		16.60***
01112 - General Clerk II		18.12
01113 - General Clerk III		20.33

01120 - Housing Referral Assistant	23.23
01141 - Messenger Courier	15.95***
01191 - Order Clerk I	18.52
01192 - Order Clerk II	20.21
01261 - Personnel Assistant (Employment) I	19.59
01262 - Personnel Assistant (Employment) II	21.91
01263 - Personnel Assistant (Employment) III	24.43
01270 - Production Control Clerk	31.09
01290 - Rental Clerk	17.39
01300 - Scheduler, Maintenance	18.63
01311 - Secretary I	18.63
01312 - Secretary II	20.84
01313 - Secretary III	23.23
01320 - Service Order Dispatcher	21.58
01410 - Supply Technician	34.36
01420 - Survey Worker	18.61
01460 - Switchboard Operator/Receptionist	17.76
01531 - Travel Clerk I	17.95
01532 - Travel Clerk II	18.89
01533 - Travel Clerk III	20.47
01611 - Word Processor I	16.59***
01612 - Word Processor II	18.63
01613 - Word Processor III	20.84
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.64
05010 - Automotive Electrician	24.06
05040 - Automotive Glass Installer	22.49
05070 - Automotive Worker	22.49
05110 - Mobile Equipment Servicer	19.27
05130 - Motor Equipment Metal Mechanic	25.68
05160 - Motor Equipment Metal Worker	22.49
05190 - Motor Vehicle Mechanic	25.68
05220 - Motor Vehicle Mechanic Helper	17.66
05250 - Motor Vehicle Upholstery Worker	20.89
05280 - Motor Vehicle Wrecker	22.49
05310 - Painter, Automotive	24.06
05340 - Radiator Repair Specialist	22.49
05370 - Tire Repairer	16.32***
05400 - Transmission Repair Specialist	25.68
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.23
07041 - Cook I	19.34
07042 - Cook II	23.64
07070 - Dishwasher	16.27***
07130 - Food Service Worker	16.97***
07210 - Meat Cutter	18.46
07260 - Waiter/Waitress	16.88***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	30.07
09040 - Furniture Handler	18.75
09080 - Furniture Refinisher	30.07
09090 - Furniture Refinisher Helper	23.12
09110 - Furniture Repairer, Minor	27.35
09130 - Upholsterer	30.07
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	16.30***
11060 - Elevator Operator	17.07***
11090 - Gardener	23.68
11122 - Housekeeping Aide	17.81
11150 - Janitor	17.81
11210 - Laborer, Grounds Maintenance	18.51
11240 - Maid or Houseman	16.08***
11260 - Pruner	17.67
11270 - Tractor Operator	21.71
11330 - Trail Maintenance Worker	18.51

11360 - Window Cleaner	19.36
12000 - Health Occupations	
12010 - Ambulance Driver	23.80
12011 - Breath Alcohol Technician	27.37
12012 - Certified Occupational Therapist Assistant	37.55
12015 - Certified Physical Therapist Assistant	30.63
12020 - Dental Assistant	22.80
12025 - Dental Hygienist	48.84
12030 - EKG Technician	41.47
12035 - Electroneurodiagnostic Technologist	41.47
12040 - Emergency Medical Technician	23.80
12071 - Licensed Practical Nurse I	24.47
12072 - Licensed Practical Nurse II	27.37
12073 - Licensed Practical Nurse III	30.51
12100 - Medical Assistant	20.25
12130 - Medical Laboratory Technician	25.48
12160 - Medical Record Clerk	20.21
12190 - Medical Record Technician	22.60
12195 - Medical Transcriptionist	24.47
12210 - Nuclear Medicine Technologist	60.15
12221 - Nursing Assistant I	12.85***
12222 - Nursing Assistant II	14.45***
12223 - Nursing Assistant III	15.77***
12224 - Nursing Assistant IV	17.71
12235 - Optical Dispenser	22.43
12236 - Optical Technician	24.47
12250 - Pharmacy Technician	22.07
12280 - Phlebotomist	19.76
12305 - Radiologic Technologist	35.34
12311 - Registered Nurse I	29.51
12312 - Registered Nurse II	36.10
12313 - Registered Nurse II, Specialist	36.10
12314 - Registered Nurse III	43.68
12315 - Registered Nurse III, Anesthetist	43.68
12316 - Registered Nurse IV	52.36
12317 - Scheduler (Drug and Alcohol Testing)	33.92
12320 - Substance Abuse Treatment Counselor	24.97
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	35.23
13012 - Exhibits Specialist II	43.67
13013 - Exhibits Specialist III	53.40
13041 - Illustrator I	35.23
13042 - Illustrator II	43.67
13043 - Illustrator III	53.40
13047 - Librarian	48.35
13050 - Library Aide/Clerk	23.31
13054 - Library Information Technology Systems Administrator	43.67
13058 - Library Technician	35.23
13061 - Media Specialist I	31.51
13062 - Media Specialist II	35.23
13063 - Media Specialist III	39.28
13071 - Photographer I	31.51
13072 - Photographer II	35.23
13073 - Photographer III	43.67
13074 - Photographer IV	53.40
13075 - Photographer V	64.60
13090 - Technical Order Library Clerk	27.06
13110 - Video Teleconference Technician	31.51
14000 - Information Technology Occupations	
14041 - Computer Operator I	23.54
14042 - Computer Operator II	26.33
14043 - Computer Operator III	29.38
14044 - Computer Operator IV	32.65
14045 - Computer Operator V	36.15

14071 - Computer Programmer I	(see 1)	22.85
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		23.54
14160 - Personal Computer Support Technician		32.65
14170 - System Support Specialist		38.15
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		32.87
15020 - Aircrew Training Devices Instructor (Rated)		39.75
15030 - Air Crew Training Devices Instructor (Pilot)		47.66
15050 - Computer Based Training Specialist / Instructor		32.87
15060 - Educational Technologist		48.93
15070 - Flight Instructor (Pilot)		47.66
15080 - Graphic Artist		28.33
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		47.66
15086 - Maintenance Test Pilot, Rotary Wing		47.66
15088 - Non-Maintenance Test/Co-Pilot		47.66
15090 - Technical Instructor		36.15
15095 - Technical Instructor/Course Developer		44.21
15110 - Test Proctor		29.17
15120 - Tutor		29.17
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		17.22
16030 - Counter Attendant		17.22
16040 - Dry Cleaner		19.68
16070 - Finisher, Flatwork, Machine		17.22
16090 - Presser, Hand		17.22
16110 - Presser, Machine, Drycleaning		17.22
16130 - Presser, Machine, Shirts		17.22
16160 - Presser, Machine, Wearing Apparel, Laundry		17.22
16190 - Sewing Machine Operator		20.50
16220 - Tailor		21.32
16250 - Washer, Machine		18.04
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		33.90
19040 - Tool And Die Maker		42.63
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		20.44
21030 - Material Coordinator		31.09
21040 - Material Expediter		31.09
21050 - Material Handling Laborer		17.35
21071 - Order Filler		16.36***
21080 - Production Line Worker (Food Processing)		20.44
21110 - Shipping Packer		18.47
21130 - Shipping/Receiving Clerk		18.47
21140 - Store Worker I		16.40***
21150 - Stock Clerk		19.07
21210 - Tools And Parts Attendant		20.44
21410 - Warehouse Specialist		20.44
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		38.08
23019 - Aircraft Logs and Records Technician		29.43
23021 - Aircraft Mechanic I		36.18
23022 - Aircraft Mechanic II		38.08
23023 - Aircraft Mechanic III		40.34
23040 - Aircraft Mechanic Helper		24.89
23050 - Aircraft, Painter		33.90
23060 - Aircraft Servicer		29.43
23070 - Aircraft Survival Flight Equipment Technician		33.90
23080 - Aircraft Worker		31.68
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		31.68

I
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II 36.18
23110 - Appliance Mechanic 33.90
23120 - Bicycle Repairer 27.15
23125 - Cable Splicer 52.15
23130 - Carpenter, Maintenance 30.05
23140 - Carpet Layer 25.89
23160 - Electrician, Maintenance 46.38
23181 - Electronics Technician Maintenance I 33.15
23182 - Electronics Technician Maintenance II 35.50
23183 - Electronics Technician Maintenance III 37.87
23260 - Fabric Worker 29.43
23290 - Fire Alarm System Mechanic 33.62
23310 - Fire Extinguisher Repairer 27.15
23311 - Fuel Distribution System Mechanic 36.18
23312 - Fuel Distribution System Operator 27.15
23370 - General Maintenance Worker 23.50
23380 - Ground Support Equipment Mechanic 36.18
23381 - Ground Support Equipment Servicer 29.43
23382 - Ground Support Equipment Worker 31.68
23391 - Gunsmith I 27.15
23392 - Gunsmith II 31.68
23393 - Gunsmith III 36.18
23410 - Heating, Ventilation And Air-Conditioning Mechanic 29.43
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility) 30.97
23430 - Heavy Equipment Mechanic 29.25
23440 - Heavy Equipment Operator 32.47
23460 - Instrument Mechanic 46.19
23465 - Laboratory/Shelter Mechanic 33.90
23470 - Laborer 17.35
23510 - Locksmith 33.90
23530 - Machinery Maintenance Mechanic 29.91
23550 - Machinist, Maintenance 30.05
23580 - Maintenance Trades Helper 23.12
23591 - Metrology Technician I 46.19
23592 - Metrology Technician II 48.62
23593 - Metrology Technician III 51.49
23640 - Millwright 45.68
23710 - Office Appliance Repairer 22.32
23760 - Painter, Maintenance 23.15
23790 - Pipefitter, Maintenance 45.46
23810 - Plumber, Maintenance 42.60
23820 - Pneudraulic Systems Mechanic 36.18
23850 - Rigger 36.98
23870 - Scale Mechanic 31.68
23890 - Sheet-Metal Worker, Maintenance 41.83
23910 - Small Engine Mechanic 28.32
23931 - Telecommunications Mechanic I 33.10
23932 - Telecommunications Mechanic II 34.85
23950 - Telephone Lineman 35.05
23960 - Welder, Combination, Maintenance 28.14
23965 - Well Driller 36.18
23970 - Woodcraft Worker 36.18
23980 - Woodworker 27.15
24000 - Personal Needs Occupations
24550 - Case Manager 20.36
24570 - Child Care Attendant 15.87***
24580 - Child Care Center Clerk 19.80
24610 - Chore Aide 16.45***
24620 - Family Readiness And Support Services Coordinator 20.36
24630 - Homemaker 20.36

25000 - Plant And System Operations Occupations
  25010 - Boiler Tender 40.67
  25040 - Sewage Plant Operator 38.10
  25070 - Stationary Engineer 40.67
  25190 - Ventilation Equipment Tender 27.97
  25210 - Water Treatment Plant Operator 34.64
27000 - Protective Service Occupations
  27004 - Alarm Monitor 30.21
  27007 - Baggage Inspector 23.08
  27008 - Corrections Officer 29.71
  27010 - Court Security Officer 33.26
  27030 - Detection Dog Handler 26.63
  27040 - Detention Officer 29.71
  27070 - Firefighter 36.82
  27101 - Guard I 23.08
  27102 - Guard II 26.63
  27131 - Police Officer I 39.45
  27132 - Police Officer II 43.83
28000 - Recreation Occupations
  28041 - Carnival Equipment Operator 19.28
  28042 - Carnival Equipment Repairer 21.03
  28043 - Carnival Worker 15.78***
  28210 - Gate Attendant/Gate Tender 20.15
  28310 - Lifeguard 15.16***
  28350 - Park Attendant (Aide) 22.54
  28510 - Recreation Aide/Health Facility Attendant 16.46***
  28515 - Recreation Specialist 27.93
  28630 - Sports Official 17.95
  28690 - Swimming Pool Operator 24.54
29000 - Stevedoring/Longshoremen Occupational Services
  29010 - Blocker And Bracer 37.02
  29020 - Hatch Tender 37.02
  29030 - Line Handler 37.02
  29041 - Stevedore I 34.36
  29042 - Stevedore II 39.64
30000 - Technical Occupations
  30010 - Air Traffic Control Specialist, Center (HFO) (see 2) 43.06
  30011 - Air Traffic Control Specialist, Station (HFO) (see 2) 29.69
  30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) 32.70
  30021 - Archeological Technician I 20.44
  30022 - Archeological Technician II 22.87
  30023 - Archeological Technician III 28.33
  30030 - Cartographic Technician 28.33
  30040 - Civil Engineering Technician 31.57
  30051 - Cryogenic Technician I 31.38
  30052 - Cryogenic Technician II 34.65
  30061 - Drafter/CAD Operator I 20.44
  30062 - Drafter/CAD Operator II 22.87
  30063 - Drafter/CAD Operator III 25.49
  30064 - Drafter/CAD Operator IV 31.38
  30081 - Engineering Technician I 18.20
  30082 - Engineering Technician II 20.44
  30083 - Engineering Technician III 22.87
  30084 - Engineering Technician IV 28.33
  30085 - Engineering Technician V 34.65
  30086 - Engineering Technician VI 41.92
  30090 - Environmental Technician 40.65
  30095 - Evidence Control Specialist 28.33
  30210 - Laboratory Technician 34.99
  30221 - Latent Fingerprint Technician I 31.38
  30222 - Latent Fingerprint Technician II 34.65
  30240 - Mathematical Technician 28.33
  30361 - Paralegal/Legal Assistant I 19.55
  30362 - Paralegal/Legal Assistant II 24.21
  30363 - Paralegal/Legal Assistant III 29.61

30364 - Paralegal/Legal Assistant IV		35.84
30375 - Petroleum Supply Specialist		34.65
30390 - Photo-Optics Technician		28.33
30395 - Radiation Control Technician		34.65
30461 - Technical Writer I		32.17
30462 - Technical Writer II		39.33
30463 - Technical Writer III		47.59
30491 - Unexploded Ordnance (UXO) Technician I		27.37
30492 - Unexploded Ordnance (UXO) Technician II		33.11
30493 - Unexploded Ordnance (UXO) Technician III		39.69
30494 - Unexploded (UXO) Safety Escort		27.37
30495 - Unexploded (UXO) Sweep Personnel		27.37
30501 - Weather Forecaster I		31.38
30502 - Weather Forecaster II		38.15
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	25.49
30621 - Weather Observer, Senior	(see 2)	28.33
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		33.11
31020 - Bus Aide		19.04
31030 - Bus Driver		28.29
31043 - Driver Courier		19.50
31260 - Parking and Lot Attendant		14.98***
31290 - Shuttle Bus Driver		21.19
31310 - Taxi Driver		19.14
31361 - Truckdriver, Light		21.27
31362 - Truckdriver, Medium		23.07
31363 - Truckdriver, Heavy		27.57
31364 - Truckdriver, Tractor-Trailer		27.57
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		16.14***
99030 - Cashier		15.33***
99050 - Desk Clerk		15.80***
99095 - Embalmer		27.37
99130 - Flight Follower		27.37
99251 - Laboratory Animal Caretaker I		17.73
99252 - Laboratory Animal Caretaker II		19.34
99260 - Marketing Analyst		29.24
99310 - Mortician		27.37
99410 - Pest Controller		23.19
99510 - Photofinishing Worker		14.38***
99710 - Recycling Laborer		31.29
99711 - Recycling Specialist		37.50
99730 - Refuse Collector		29.87
99810 - Sales Clerk		15.97***
99820 - School Crossing Guard		17.22
99830 - Survey Party Chief		29.32
99831 - Surveying Aide		18.43
99832 - Surveying Technician		25.21
99840 - Vending Machine Attendant		21.04
99841 - Vending Machine Repairer		26.78
99842 - Vending Machine Repairer Helper		21.04

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20 per hour) or 13658 ($12.90 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being

enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $4.98 per hour, up to 40 hours per week, or $199.20 per week or $863.20 per month

HEALTH & WELFARE EO 13706: $4.57 per hour, up to 40 hours per week, or $182.80 per week, or $792.13 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least $27.63 per hour (or at least $684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to

this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of ""wash and wear"" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the ""Service Contract Act Directory of Occupations"", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

REPORTING REQUIREMENTS CHECKLIST

Program: Law Enforcement Services
Contract No.: 89303924CEM000043
Contractor: Benton County Sheriff's Office

The Contractor shall provide DOE Federal Officers with the following reports, documents, data and access to information regarding contractor activities on the Hanford Site:

1. Monthly Report, to be included with Monthly Invoice, shall provide a monthly record of activities performed by the contractor. The following information shall be included in the Monthly Report:

    A. Traffic patrol activities, including a log of patrol time spent on site (date/time/hours)
    B. Total number of hours for contract services, including activities outside of traffic patrol

2. Quarterly Report – shall provide a quarterly summary of all activities performed by the contractor during the prior quarterly period. The following information shall be included in the Quarterly Report:

    A. Criminal investigations listed by date and report number
    B. Arrests listed by date, case number, and offense(s)
    C. Traffic citations by date, citation number, and offense(s)
    D. Canine unit activities
    E. River Patrol activities, as applicable
    F. Aerial surveillance activities, as applicable

3. Criminal Investigation Reports - shall provide investigative reports/summaries of felony investigations within 30 days of initial report to the contractor.

4. Report on Disposition of any Court Cases – shall provide upon completion of the courts case or upon significant actions taken by the court regarding the case.

5. Log Documenting Canine Unit Searches – shall provide on a quarterly basis.

6. As requested by DOE Federal Officers – develop and provide a trend analysis of criminal activity on the Hanford Site.

All requirements of Benton County under this contract to provide criminal records is subject to the Washington Criminal Records Privacy Act, RCW 10.97 and the Washington Public Records Act, RCW 42.17. Any records subject to the Act are available to other law enforcement personnel, including commissioned federal officers employed by the U.S. Department of Energy.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 14, 2024
Subject:	Request for Zone Change - ZC 2024-001 by Courtney Raeder
Presenter:	Michelle Mercer, Planning Manager
Prepared By:	Brittany Merrill
Reviewed By:	Michelle Mercer, Planning 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 applicant has submitted an application (ZC 2024-001) requesting to change the zoning designation for fourteen (14) contiguous parcels located within the city of Kennewick's Urban Growth Area. The subject area is located east of the intersection of Oak Street and E 3rd Avenue in the Finley area of unincorporated Benton County. If approved, the zone change will require the need to update the Official Zoning Map A-4, through a subsequent ordinance amendment, to reflect the change in the zoning designation of these parcels.

The subject parcels, consisting of 15.78 acres collectively, are currently zoned Light Industrial (LI) district and the applicant is proposing to change the zoning district to Urban Growth Area Residential (UGAR) district to be consistent with a recent comprehensive plan amendment by the City of Kennewick.

The requested zone change would allow the existing single-family residences and uses on the properties to continue and be in conformance with the residential zoning district and the city of Kennewick's Comprehensive Plan.

On April 9, 2024, at the conclusion of the open record hearing, the Planning Commission voted (5-0 with 2 vacancies) to forward a recommendation of approval for the proposed zone change to the Board of County Commissioners subject to the Planning Commission's suggested nineteen (19) findings and conclusions.

Fiscal Impact

None known at this time.

Recommendation

It is the recommendation of the Benton County Planning Division and the Planning Commission that Planning casefile application, ZC 2024-001, be approved with the suggested nineteen (19) findings and conclusions.

Suggested Motion

I move that the Board of County Commissioners adopt the Planning Commission's recommendation, findings, and conclusions as the Board's own and approve zone change request ZC 2024-001.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY PLANNING RE: A ZONE CHANGE APPLICATION, ZC 2024-001, BY COURTNEY RAEDER TO CHANGE THE ZONING DESIGNATION OF FOURTEEN PARCELS FROM LIGHT INDUSTRIAL TO URBAN GROWTH AREA RESIDENTIAL ZONING DISTRICT.

WHEREAS, the Benton County Planning Commission conducted an open record hearing for ZC 2024-001 on April 9, 2024 to consider the application by Courtney Raeder and considered all evidence and testimony submitted at the public hearing and after discussion, voted to forward the proposed amendment to the Board of County Commissioners with a positive recommendation; and

WHEREAS, the Planning Commission recommendation of approval is set forth in the Planning Commission's Recommendation, Findings of Fact and Conclusions incorporated hereby by reference (BCCM 1.3), that are found in file # ZC 2024-001, located in the Planning Division; and

WHEREAS, notice of a Closed Record Hearing before the Board of County Commissioners was published in the Prosser Record Bulletin on May 1, 2024; put on the County website and sent to the applicants and interested parties on April 24, 2024, as noted in the file maintained in the Planning Division, and

WHEREAS, the Board of County Commissioners conducted a closed record appeal hearing on Tuesday, May 14, 2024, at 9:00 a.m. in the Commissioners Hearing Room, Benton County Administration building, 7122 W. Okanogan Place, Building E, 3rd floor Ste 330, Kennewick, Washington to consider the above proposed change in zoning classification; and

WHEREAS, after consideration of the above-mentioned request and review of the Planning Commission record, staff recommendations and all written and oral comments submitted at the public hearing, the Board of County Commissioners adopted the Planning Commission's Findings of Fact and Conditions of Approval as their own and it appears to be in the best interest of the public to approve application ZC 2024-001; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby approves the Zone Change application ZC 2024-001, changing the zoning classification of parcel:
105803010158002, 105802020009002, 105802020009003, 105802020009004, 105802020009005, 105802020009006, 105802020010002, 105802020010001, 105802020010003, 105802020010004, 105802020009001, 105802010280003, 105802010280002, and 105802010280001 from Light Industrial to Urban Growth Area Residential Zoning District is hereby approved.

Dated this 14th day of May 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: BOCC
cc: Pln BM

EXHIBIT LIST FOR ZC 2024-001/EA 2024-005
Comprehensive Plan Amendment

			DATED
Planning Commission Memo Exhibit List - April 9, 2024			
PCM 1 Includes:	PCM 1.1	Staff Report	March 26, 2024
	PCM 1.2	Existing Zoning Map	March 21, 2024
	PCM 1.3	Proposed Zoning Map	March 21, 2024
	PCM 1.4	Vicinity Map	February 9, 2024
	PCM 1.5	ZC 2024-001 Application	February 8, 2024
		SEPA INFORMATION	
	PCM 1.6	Determination of Non Significance	March 11, 2024
	PCM 1.7	Notice of Application	February 21, 2024
	PCM 1.8	Environmental Checklist EA 2024-005	February 8, 2024
		HEARING NOTICES	
	PCM 1.9	Notice of Public Hearing	March 21, 2024
		COMMENTS	
	PCM 1.10	City of Kennewick	February 16, 2024
	PCM 1.11	Benton County Fire Marshal	February 23, 2024
	PCM 1.12	Benton County Public Works	February 22, 2024
Planning Commission Hearing Exhibit List - April 9, 2024			
	PCH 1.1	Comments from DH Land LLC	April 9, 2024
Board of County Commissioners Memo Exhibit List - May 14, 2024			
BCCM 1 Includes:	BCCM 1.1	Board of County Commissioners Agenda Sheet	April 29, 2024
	BCCM 1.2	Board of County Commissioners Resolution	
	BCCM 1.3	Planning Commission Recommendation, Findings of Fact and Conclusions	April 9, 2024
	BCCM 1.4	Board of County Commissioners Closed Record Appeal Hearing Legal Notification	April 24, 2024
	BCCM 1.5	Planning Commission Audio Recording	April 9, 2024

The Exhibit Numbers are found in the Top Right Hand Corner of each document.
PCM = Planning Commission Memo Exhibits
PCH = Planning Commission Hearing Exhibits
BCCM = County Commissioner Memo Exhibits

RECOMMENDATION OF THE
BENTON COUNTY PLANNING COMMISSION

WHEREAS, the Planning Commission was available to receive public testimony, exhibits, and answer questions in the public portion of the hearing with the public being able to attend and comment through video and telephonic access to the meeting. The meeting was also broadcast through streaming video to allow the public to view the meeting; and,

WHEREAS, the following members attended the meeting Martin Sheeran, Brian Skeels, Lloyd Coughlin; Robert Mendez, and Kelly Hanson; and,

WHEREAS, all those who testified and those public hearing exhibits that were received into evidence are identified in the minutes for the hearing on April 9, 2024; and,

WHEREAS, the Planning Commission considered all testimony and, after questions to those giving testimony, closed the public hearing; and,

WHEREAS, the Planning Commission at the open record public hearing considered the evidence submitted and voted to recommend approval with the findings of fact as outlined in the staff memo dated March 26, 2024; and,

WHEREAS, the Planning Commission is entering its written findings, conclusions and recommendations concerning this matter, and is forwarding the same to the Board of County Commissioners.

FINDINGS OF FACT

1. The applicant is requesting to change the zoning district for fourteen (14) contiguous parcels located in unincorporated Benton County. The parcels, which are currently zoned Light Industrial (LI) are requested to be changed to the Urban Growth Area Residential Zoning District (UGAR).
2. The applicant is Courtney Raeder whose mailing address is 66511 S Meals Rd, Kennewick, WA 99337.
3. The properties are addressed as: 201, 203, 205, 211, and 331 S Oak St; 1411, 1511, 1531, 1543, 1601, and 1619 E 3rd Ave; 102, 203, and 207 S Quince Pl, Kennewick WA 99337 and are located east of the intersection of Oak Street and E 3rd Avenue in the Finley area of unincorporated Benton County.
4. Parcel numbers: 105803010158002, 105802020009002, 105802020009003, 105802020009004, 105802020009005, 105802020009006, 105802020010002, 105802020010001, 105802020010003, 105802020010004, 105802020009001, 105802010280003, 105802010280002, and 105802010280001.
5. The properties collectively comprise approximately 15.78 acres in size.
6. The subject parcels are currently designated Urban by the Benton County Comprehensive Plan.
7. If approved, the proposed zoning district of Urban Growth Area Residential will:
    a. Provide for consistency between the Zoning designation and the City of Kennewick's Comprehensive Plan designation; and
    b. Allow for existing residential uses to be conforming uses and continue on the properties.
8. The amendment to the zoning map will not result in any building construction, land use or other development related activity which would be detrimental to or endanger the public health, safety,

Kennewick.

The requested zone change would allow the existing single-family residences and uses on the properties to continue and would be in conformance under a residential zoning district.

PUBLIC NOTICE:

1. The application for ZC 2024-001 was submitted to the Benton County Planning Division on February 8, 2024.
2. The application was declared complete for processing on February 15, 2024.
3. The application documents were distributed to reviewing agencies on March 11, 2024.
4. Legal notification for the Planning Commission public hearing was published on March 27, 2024, in the Prosser Record Bulletin.
5. Notice of the Planning Commission public hearing was emailed/mailed to property owners of record within 300 feet of the proposal on March 21, 2024.
6. An Environmental Checklist (EA 2024-005) was submitted on February 8, 2024, and a Determination of Non-Significance was issued on March 11, 2024, with a 14-day comment period.
7. The Planning Commission public hearing is scheduled for April 9, 2024.

APPLICABLE STANDARDS/ORDINANCES:

1. Benton County Code (BCC) 11.53.020, Zoning – Zoning Map and Text Amendments.
2. Benton County Code (BCC) 11.53.020, Zoning – Amendments - Initiation.
3. Benton County Code (BCC) 11.53.020, Zoning – Application Required – Non-Refundable Application Fee.
4. Benton County Code (BCC) 11.53.020, Zoning – Planning Commission Hearing.

AGENCY COMMENTS:

1. The application documents were distributed to the following reviewing agencies on March 11, 2024:
    a. Benton County Public Works Department
    b. Benton-Franklin Health District
    c. Benton County Fire Marshal
    d. Benton County Fire District #1
    e. City of Kennewick
    f. Columbia Irrigation District
    g. WA Dept. of Transportation
2. No comments of significance were received.
3. The following are general comments and discussion points from the Planning Division:
    a. The Planning Division analyzed the application for consistency with the Growth Management Act, the Benton County Comprehensive Plan, the County-Wide Planning Policies, Benton County Code, and other regulations adopted by Benton County as applicable.
    b. The subject parcels are currently zoned Light Industrial and the existing single-family residences on the properties are non-conforming using under this zoning district. An Urban Growth Area Residential Zoning District designation would bring the existing uses on the parcels into conformance.

c. On November 7, 2023, the subject parcels land use designation were changed by the City of Kennewick in their Comprehensive Plan from Industrial to Low Density Residential. The approval of this rezone application would allow the parcels to be zoned consistently with the City's Comprehensive Plan land use designation.

d. Adjacent city and county properties surrounding the subject parcels are zoned industrial.

CRITERIA FOR FINDINGS OF FACT:

1. **Benton County Code (BCC) 11.53.020**, Zoning Map and Text Amendments.

   (a) The Board of Commissioners may, upon recommendation of the County Planning Commission, change by ordinance the following:

   (1) The Benton County Official Zoning Map, pursuant to Chapter 11.05 BCC, including zoning district boundary lines and zoning classifications.

2. **Benton County Code (BCC) 11.53.050**, Amendments - Planning Commission Hearing.

   After holding at least one open record hearing, the County Planning Commission shall transmit to the Board of County Commissioners its recommendations for the zoning map or zoning text amendment. The Planning Commission may recommend for the approval, approval with conditions, or denial of the application request. The Planning Commission must make Findings of Fact with respect to the following:

   (a) The amendment to the zoning map or zoning text will not result in any building construction, land use or other development related activity which would be detrimental to or endanger the public health, safety, comfort, or general welfare of the community as a whole or any portion thereof.

   (b) The amendment to the zoning map or zoning text isconsistent with the spirit and intent of the Benton County Zoning Ordinance and Comprehensive Plan.

RECOMMENDATION:

The Benton County Planning Division recommends that the Planning Commission forward a **recommendation of approval** to the Benton County Board of Commissioners for application ZC 2024-001, with the following suggested findings of fact and motion.

SUGGESTED FINDINGS OF FACT:

The following Findings of Fact are based on comments received up to the date of this staff memo. Any comments received after the completion of this staff memo or submitted during the advertised public hearing for ZC 2024-001 will need to be considered by the Planning Commission and may be added to the suggested Findings of Fact as set forth below. The Planning Commission may decide to adopt these as their own or amend/add to these Findings of Fact after holding the open public hearing.

FINDINGS OF FACT

1. The applicant is requesting to change the zoning district for fourteen (14) contiguous parcels located in unincorporated Benton County. The parcels, which are currently zoned Light Industrial (LI) are requested to be changed to the Urban Growth Area Residential Zoning District (UGAR).

2. The applicant is Courtney Raeder whose mailing address is 66511 S Meals Rd, Kennewick, WA 99337.

3. The properties are addressed as: 201, 203, 205, 211, and 331 S Oak St; 1411, 1511, 1531, 1543, 1601, and 1619 E 3rd Ave; 102, 203, and 207 S Quince Pl, Kennewick WA 99337 and are located east of the intersection of Oak Street and E 3rd Avenue in the Finley area of unincorporated Benton County.

4. Parcel numbers: 105803010158002, 105802020009002, 105802020009003, 105802020009004, 105802020009005, 105802020009006, 105802020010002, 105802020010001, 105802020010003, 105802020010004, 105802020009001, 105802010280003, 105802010280002, and 105802010280001.

5. The properties collectively comprise approximately 15.78 acres in size.

6. The subject parcels are currently designated Urban by the Benton County Comprehensive Plan.

7. If approved, the proposed zoning district of Urban Growth Area Residential will:

    a. Provide for consistency between the Zoning designation and the City of Kennewick's Comprehensive Plan designation; and

    b. Allow for existing residential uses to be conforming uses and continue on the properties.

8. The amendment to the zoning map will not result in any building construction, land use or other development related activity which would be detrimental to or endanger the public health, safety, comfort, or general welfare of the community as a whole or any portion thereof.

9. The amendment to the zoning map is consistent with the spirit and intent of the Benton County Zoning Ordinance and Comprehensive Plan.

10. The application for ZC 2024-001 is consistent with the Growth Management Act (GMA) RCW 36.70A.

11. Adjacent properties predominantly involve industrial uses.

12. Public notice and application requirements have been completed for the Zone Change request as follows:

    a. The application for ZC 2024-001 was submitted to the Benton County Planning Division on February 8, 2024.

13. The application was declared complete for processing on February 15, 2024.

14. The application documents were distributed to reviewing agencies on March 11, 2024.

15. Legal notification for the Planning Commission public hearing was published on March 27, 2024, in the Prosser Record Bulletin.

16. Notice of the Planning Commission public hearing was emailed/mailed to property owners of record within 300 feet of the proposal on March 21, 2024.

17. The Planning Commission public hearing is scheduled for April 9, 2024.

18. ZC 2024-001 was reviewed under the requirements of the State Environmental Policy Act, and a Determination of Non-Significance (DNS) was issued on March 11, 2024, with a 14-day comment period.

19. The application submittal, eligibility, public notice, and procedural steps for ZC 2024-001

have been consistent with Benton County Code (BCC) Chapter 11.53.020 Zoning – Amendments and Appeals, Zoning Map and Text Amendments.

SUGGESTED MOTION

I move that the Planning Commission forward a **recommendation of approval** to the Benton County Board of Commissioners subject to the nineteen (19) Findings of Fact listed in the Staff Report dated March 26, 2024, for application ZC 2024-001, and that the Secretary of the Planning Commission develop written findings for approval and signature of the Planning Commission Chairman.

- **Address:** 203 S Oak St Kennewick, WA 99337
  - **Legal Description:** SHORT PLAT #280, LOT 2: THE NORTH 222 FEET OF LOT 2: DEFINED AS FOLLOWS MORE PARTICULARLY: THE NORTH 222 FEET OF THE WEST 5 ACRES OF TRACT 9, CHICAGO TEN ACRE TRACT: EXCEPT THE NORTH 90 FEET OF THE WEST 170 FEET
- **Address:** 211 S Oak St Kennewick, WA 99336
  - **Legal Description:** CHICAGO TEN-ACRE TRACTS: THE NORTH (137) FEET OF THE SOUTH 279 FEET OF THE WEST 165 FEET OF TRACT 9 (QUIT CLAIM DEED 3-21-55). ORIGINAL DESCRIPTION STATES THE NORTH 142 FEET ETC. CORRECTION DEED 9-5-51
- **Address:** 1619 E 3rd Ave Kennewick, WA 99337
  - **Legal Description:** CHICAGO TEN-ACRE TRACTS: THE WEST ONE/HALF OF THE WEST ONE/HALF LESS THE NORTH 264 FEET, OF TRACT 10: TOGETHER WITH ROAD EASEMENT WEST 10 FEET OF THE EAST ONE/HALF OF THE WEST ONE/HALF. SUBJECT TO ROAD EASEMENT, EAST 10 FEET

Community Development Department
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.bentoncountywa.gov

Planning Division
(509) 786-5612
Planning.department@co.benton.wa.us
102206 East Wiser Parkway, Kennewick, WA 99338

NOTICE OF CLOSED RECORD APPEAL HEARING

NOTICE OF HEARING before the Board of County Commissioners in the matter of County planning at a closed record appeal hearing on May 14, 2024, at 9:00 a.m., via an in person and virtual meeting format in the Commissioners meeting room located at 7122 W Okanogan Pl Building E, room 303, Kennewick, WA 99336. All persons may attend the meeting in person or virtually, however no new testimony or evidence will be allowed as the Board of County Commissioners will make their decision based on the Planning Commission's public hearing record.

ZC 2024-001 - A proposal by Courtney Raeder, requesting a change in the zoning designation from Light Industrial to Urban Growth Area Residential on fourteen parcels located within the City of Kennewick Urban Growth Area. The project is located west of the intersection of S. Oak St. and 3rd Avenue in Kennewick in unincorporated Benton County, in the Northwest Quarter of Section 5, Township 8 North, Range 30 East, W.M. on parcel #'s: 105803010158002, 105802020009002, 105802020009004, 10580202000900, 105802020010003, 105802010280001, 105802020009001, 105802010280003, 105802020009003, 105802020009005, 105802020010001, 105802020010004, 105802010280002, 105802020010002.

NOTICE IS HEREBY GIVEN that the proposed zone change application has been reviewed under the requirements of the State Environmental Policy Act and a Determination of Non-Significance (DNS) was issued on March 11, 2024. Accordingly, an Environmental Impact Statement is not required on this proposal.

No individual with a disability shall be denied the benefit of participating in such meetings. If you wish to use auxiliary aids or require assistance to comment at a public meeting, please contact the Benton County Planning Division at least ten days prior to the meeting date to make arrangements for special needs.

At this hearing, the Board of County Commissioners may approve, or disapprove of the proposal. Information concerning the application can be obtained at the Benton County Planning Division, by calling 736-3086 (Tri-Cities) or 786-5612 (Prosser) or by visiting www.tinyurl.com/BCPublicNotice.

Dated this 24th day of April 2024.

Jerome Delvin, Chairman
Board of County Commissioners

Michelle Mercer, Manager
Planning Division

PUBLISH: May 1st, 2024

The Audio Recording of the Benton County Planning Commission hearing is available by accessing the April 9, 2024 Planning Commission meeting on the County Website.

https://www.bentoncountywa.gov/agendalist.aspx?categoryid= 1204

PCH 1.1

DH Land LLC
4330 Birch Rd
Pasco, WA 993301
509.539.0408

Benton County Planning Commission
102206 E. Wiser Parkway
Kennewick, WA 99338

Subject: Concerns Regarding Proposed Zoning Change - Benton County Planning Commission

Subject: Concerns Regarding Proposed Zoning Change (ZC 2024-001)

Dear Members of the Benton County Planning Commission,

I am writing to address the Notice of Public Hearing dated March 20th, 2024, about Courtney Raeder's proposal for a zoning designation change from Light Industrial to Urban Growth Area Residential on fourteen parcels within the City of Kennewick Urban Growth Area.

First, allow me to express my support for growth opportunities within our community. As a land developer, I recognize the importance of such initiatives in fostering progress and prosperity. However, as a neighboring landowner, I wish to voice my concerns regarding this proposed action.

I am the property owner on the north side of the proposed zone change. On October 5th, 2023, I was granted a Determination of Non-Significance (DNS) to establish a concrete and asphalt crushing operation on this parcel, which is currently zoned Industrial, Heavy (IH). Additionally, I am the property owner on the east side, for which a Mitigated Determination of Non-Significance (MDNS) was issued on September 12th, 2022, allowing for the construction of two 100' X 300' pre-engineered metal warehouse buildings and associated parking and grading operations. I want to ensure this proposed zoning change does not impede the progress of these two projects, especially considering the thorough process I have already undergone in compliance with the State Environmental Policy Act (SEPA), the City of Kennewick, Benton County, Ecology, & Benton Clean Air Authority.

I intend to start work on both parcels very soon and any delay resulting from a change in zoning would be detrimental to my plans. Furthermore, I want to highlight the potential consequences of this proposed change resulting in the creation of an island cluster of residential properties surrounded by an area zoned for light or heavy industrial use. It is my hope the current industrial activities, as well as those projects that have diligently adhered to SEPA regulations, can proceed without interruption.

I strongly suggest that the applicants and should familiarize themselves with all of the various adjacent heavy industrial land uses which can be located at KMC 18.12.010 B.1 (Table of Non-Residential Uses):

https://library.municode.com/wa/kennewick/codes/code_of_ordinances?nodeId=TIT18ZO_CH18.12ZODIST_18.12.010_B.1TANSIUS

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102206 East Wiser Parkway, Kennewick, WA 99338

PCM 1.1

STAFF REPORT TO THE
BENTON COUNTY PLANNING COMMISSION

FILE NO:	**ZC 2024-001 *(Change to the Zoning Designation)***
MEMO DATE:	March 26, 2024
HEARING DATE:	April 9, 2024
APPLICANT/OWNER:	Courtney Raeder, 66511 S Meals Rd, Kennewick, WA 99337
LOCATION:	General Location: The properties are located east of the intersection of Oak Street and E 3rd Avenue in the Finley area of unincorporated Benton County. Addresses**:** 201, 203, 205, 211, and 331 S Oak St; 1411, 1511, 1531, 1543, 1601, and 1619 E 3rd Ave; 102, 203, and 207 S Quince Pl Parcel Numbers: 105803010158002, 105802020009002, 105802020009003, 105802020009004, 105802020009005, 105802020009006, 105802020010002, 105802020010001, 105802020010003, 105802020010004, 105802020009001, 105802010280003, 105802010280002, and 105802010280001.
PROPERTY SIZE:	Approximately 15.78 acres, collectively.
AREA TO BE USED:	N/A
LAND USE:	Residential
ZONING:	Light Industrial
COMP PLAN:	Urban
STAFF RECOMMENDATION:	Planning Division staff recommend that the Planning Commission forward to the Board of County Commissioners a recommendation to approve zone change request ZC 2024-001, subject to the nineteen (19) findings of fact.

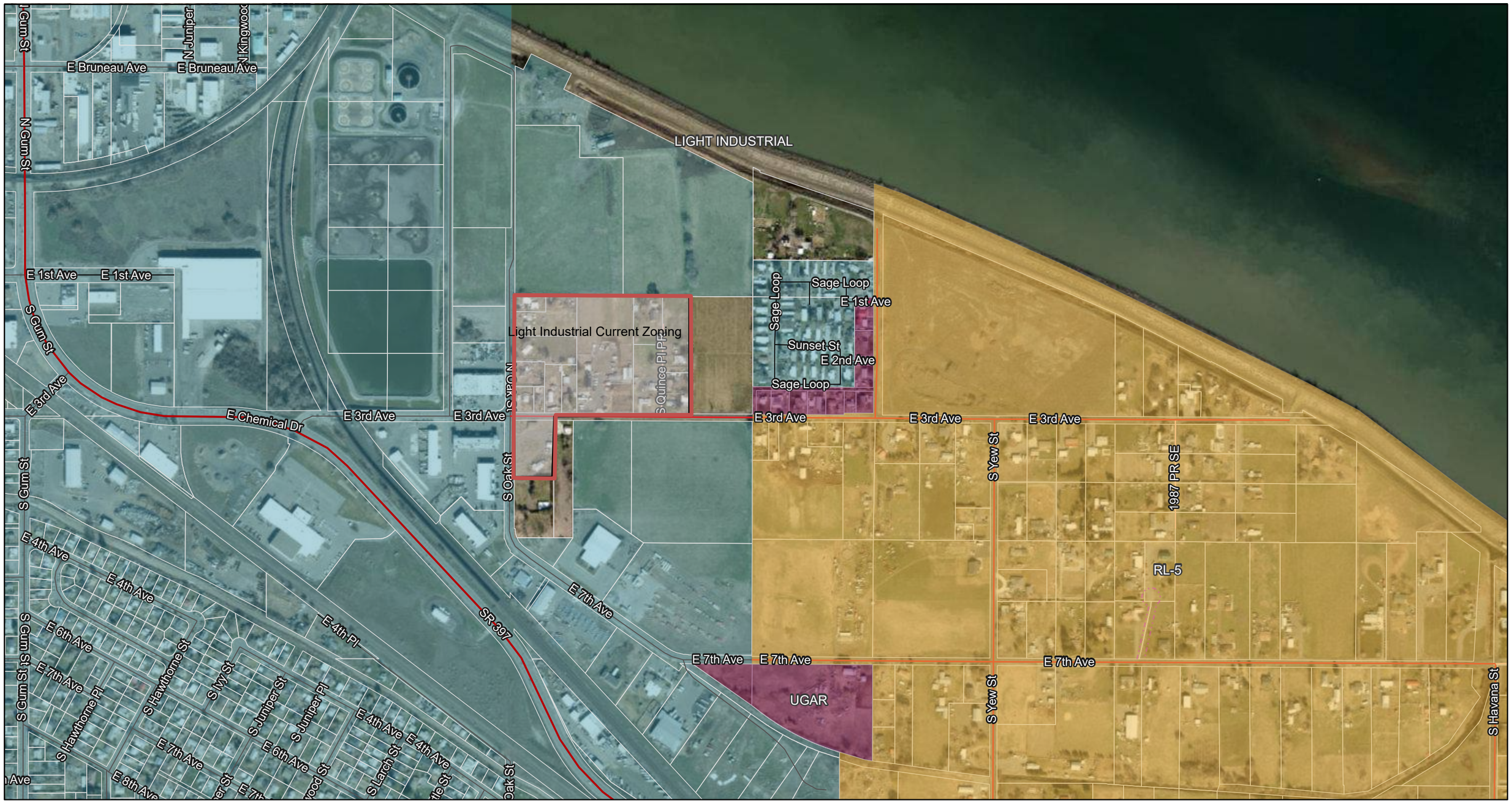
APPLICATION DESCRIPTION:

ZC 2024-001 proposes to change the zoning designation for fourteen (14) contiguous parcels located east of the intersection of Oak Street and E 3rd Avenue in the Finley area of unincorporated Benton County. If approved, the zone change will require the need to update Official Zoning Map A-4, through a subsequent ordinance amendment, to reflect the change in the zoning designation of these parcels.

The subject parcels, consisting of 15.78 acres collectively, are currently zoned Light Industrial (LI) district and the applicant is proposing to change the zoning district to Urban Growth Area Residential (UGAR) to be consistent with a recent comprehensive plan amendment by the City of

REVISED Existing Zoning Designation

PCM 1.2



4/3/2024, 4:27:53 PM

1:9,028

0 0.07 0.15 0.3 mi

0 0.13 0.25 0.5 km

Geophex Surveys Ltd., Maxar

Zoning

- RL-5
- UGAR
- Access Easement

Road Centerline

- Paved County Road
- Private County Road
- State Route

- City Road
- Private City Road
- Parcels

186370efb41-layer-91

- Kennewick

Geophex Surveys Ltd., Maxar | Airbus,USGS,NGA,NASA,CGIAR,NCEAS,NLS,OS,NMA,Geodatastyrelsen,GSA,GSI and the GIS User Community | WA State Parks GIS, Esri, TomTom, Garmin, SafeGraph, FAO, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USFWS | VEB NMI 2018 |

REVISED Proposed Zoning Designation

PCM 1.3

4/3/2024, 4:47:21 PM

1:4,514

Zoning
- RL-5
- UGAR

Road Centerline
- Paved County Road
- Private County Road
- State Route
- City Road
- Private City Road

Parcels
186370efb41-layer-91
- Kennewick

0 0.04 0.07 0.15 mi
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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 | WA State Parks GIS, Esri, TomTom, Garmin, SafeGraph, FAO, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USFWS | VEB NMI 2018 |

PCM 1.4

Site Plan

2/9/2024, 3:38:23 PM

1:9,028

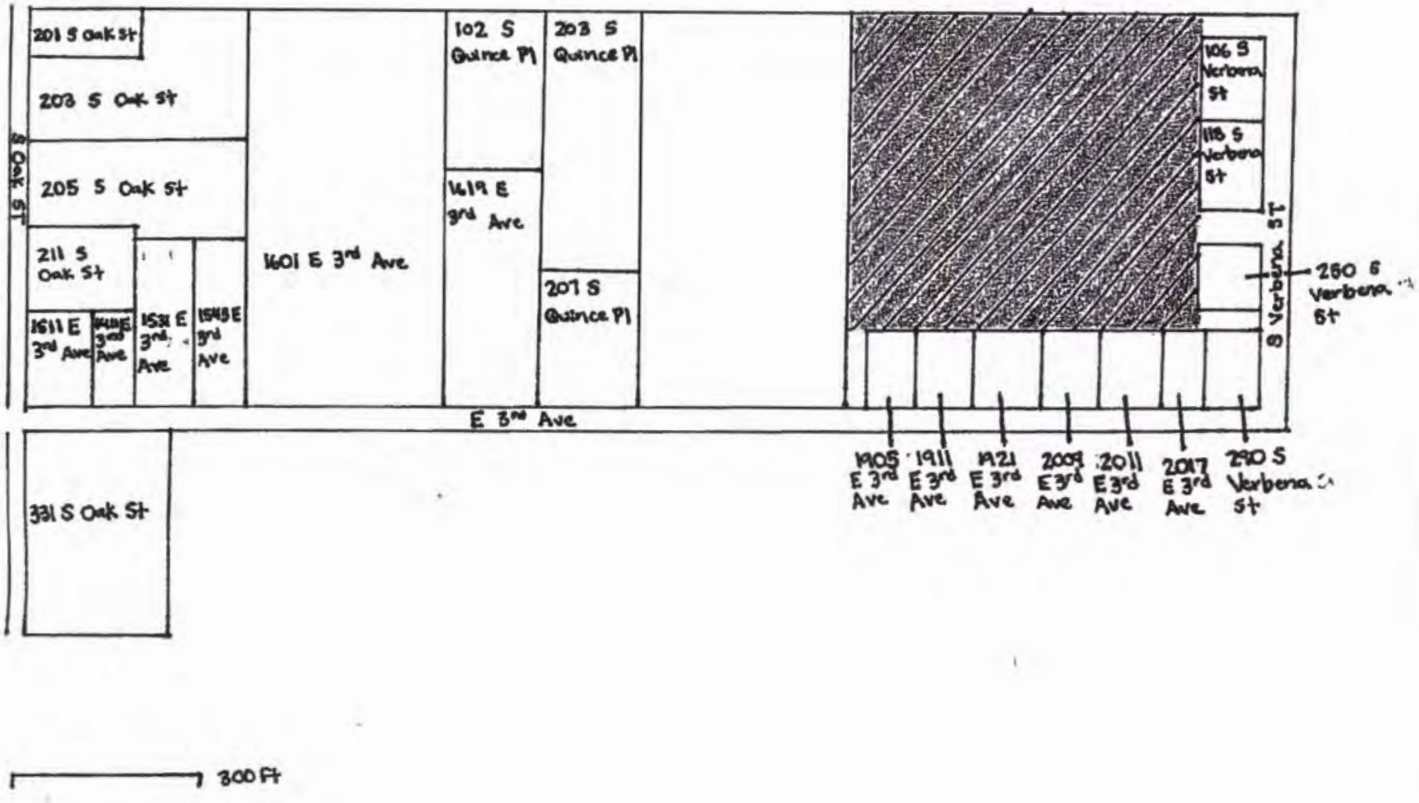
0 0.07 0.15 0.3 mi

0 0.13 0.25 0.5 km

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 | WA State Parks GIS, Esri, TomTom, Garmin, SafeGraph, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA, USFWS | VEB NMI 2018 |

RECEIVED
FEB 08 2024
Benton County
Planning Division



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Planning Division
(509) 786-5612
P.O. Box 910, Prosser, WA 99350
planning.department@co.benton.wa.us

RECEIVED
FEB 08 2024
Benton County
Planning Division

ZONE CHANGE APPLICATION

Application No. ZC 2024-001

APPLICANT INFORMATION

Please check the box indicating primary contact person for this application

☑ **Applicant/Agent:** Courtney Raeder

Mailing Address: 66511 S Meals Rd City: Kennewick

State: WA ZIP: 99337 Phone: (509) 591-2921 Work: _____

Email Address: csraeder217@gmail.com

Signature: _____ Date: _____

☐ **Property Owner(s)** *(if different)*: See attached signature pages

Mailing Address: _____ City: Kennewick

State: _____ ZIP: _____ Phone: _____ Work: _____

Email Address: csraeder217@gmail.com

Signature: _____ Date: _____

Signature: _____ Date: _____

**If there are additional owners please copy this section, sign, and attach to the application*

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

If the applicant or legal owner of the property is a corporation, partnership, trust or LLC please use the following 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 _____ TO SUBMIT THIS APPLICATION AND THAT THE ABOVE SIGNED OFFICER HAS BEEN DULY AUTHORIZED AND INSTRUCTED TO

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.

EXECUTE THIS APPLICATION.

PARCEL INFORMATION

1. **Subject property address:** See attached signature pages for the included parcel numbers and addresses.

   City: Kennewick **State:** WA **ZIP:** 99337

2. **Parcel number(s) to be rezoned:** __-_____-____-_____-____

   __-_____-____-_____-____

3. **Utilities:** *Power:* ☑ Benton PUD ☐ Benton REA

   Sewer: ☑ Septic Tank ☐ City Sewer: *(Provider)* _____

   Water: ☑ Individual Wells ☐ One well serving 2 or more lots

   ☐ Private System *(Provider & Address)* _____

   ☐ City System *(Provider)* _____

   Gas: ☑ No ☐ Yes: *(Provider)* _____

   Cable: ☐ No ☑ Yes: *(Provider)* Spectrum

   Phone: ☐ No ☑ Yes: *(Provider)* Spectrum & Ziply Fiber

   Irrigation: ☑ No ☑ Private ☑ District: *(Provider)* _____

4. **We the applicant(s) listed above who is/are the owner(s)/contract purchaser(s) do hereby petition the Benton County Planning Commission to have the real property listed above to be changed from the zoning classification of** Light Industrial **to the zoning classification of** Urban Growth Area Residential

5. **Comprehensive Plan designation:** Low Density Residential

6. **The change in classification for the above described property is requested for the purpose of conducting the following use(s) which is/are known to be consistent with the requested zoning classification:** The property owners wish to continue using their homes as homes. They have no desire to use them for light industrial purposes.

7. **Time schedule for redevelopment?** No redevelopment requests. Properties already have occupied homes.

8. **Facts to justify the change on the basis of advancing the public health, safety, and general welfare?**

   See attached page labeled, Zone Change Application Questions 8-10.

9. **Affect the proposed change will have on adjacent property and on the Comprehensive Plan?**

   See attached page labeled, Zone Change Application Questions 8-10.

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.

10. **Affect on the property owner(s) if the request is not granted?** See attached page labeled, Zone Change Application Questions 8-10.

IF FURTHER EXPLANATION IS NEEDED FOR ANY OF THE QUESTIONS PLEASE ATTACH ADDITIONAL PAGES.

(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.

Zone Change Application Questions 8-10 Continued.

8. Facts to justify the change on the basis of advancing the public health, safety, and general welfare?

The proposed change may not have a large impact on the public health, safety, and general welfare of Benton County, but to the homeowners, the facts to justify the change are significant. Right now, the owners of these properties are extremely limited in how they can use their residential properties due to the Benton County light industrial zoning and non-conforming uses code. The most significant of those limitations is the fear of not being able to rebuild in the event their home is damaged by more than 50%. In any normal situation that would be extremely stressful, but in the current housing crisis, that could easily leave someone homeless. Furthermore, banks will not grant loans for the allowed safety/cosmetic updates under the non-conforming uses code due to the light industrial zoning. So, unless someone has the cash, they can't update or sell their homes.

9. Affect the proposed change will have on adjacent property and on the Comprehensive Plan?

The proposed change will not have an impact on the adjacent properties. The properties are already being used for residential purposes and have been for more than 50 years. The proposed change will match the Low Density Residential land use designation the properties currently have in the Comprehensive Plan.

10. Affect on the property owner(s) if the request is not granted?

The effects the proposed change would have on the property owners if it were not granted would be devastating. Right now, not only is the Benton County zoning and non-conforming uses code working against the homeowners, but the zoning is forcing the banks to as well. Many of these homes have been owned by the same person and/or family for up to 60 years. For the past 12 years or so they have been restricted when the zoning was changed from residential to light industrial without the homeowner's knowledge. In that time there have been requests to update the properties, but many were denied due to the zoning. When the homeowners tried to get more information, they would get frustrated as they were bounced back and forth between Benton County and the City of Kennewick. I, myself, spent hours on the phone and sent multiple emails before I fully understood what happened. I had to work through a lot of conflicting information along with an alarming amount of pushback. Nobody should have their home rezoned from a residential zoning to a non-residential zoning while it is actively being used for residential purposes, especially when Benton County has such a restrictive non-conforming use code.

While making this decision I ask that you put yourself in the shoes of the homeowners. A home is something you work your entire life for and holds invaluable memories. It's no secret that this situation is unfair, but it is an unfair situation that can be corrected. With the approval of this zone change the homeowners can breathe a sigh of relief knowing their homes are no longer at risk.

Address & Parcel List

- **Address:** 331 S Oak St Kennewick, WA 99337
  - **Parcel #:** 105803010158002
- **Address:** 205 S Oak St Kennewick, WA 99337
  - **Parcel #:** 105802010280003
- **Address:** 1511 E 3rd Ave Kennewick, WA 99337
  - **Parcel #:** 105802020009002
- **Address:** 1411 E 3rd Ave Kennewick, WA 99336
  - **Parcel #:** 105802020009003
- **Address:** 1531 E 3rd Ave Kennewick, WA 99337
  - **Parcel #:** 105802020009004
- **Address:** 1543 E 3rd Ave Kennewick, WA 99336
  - **Parcel #:** 105802020009005
- **Address:** 1601 E 3rd Ave Kennewick, WA 99337
  - **Parcel #:** 105802020009006
- **Address:** 102 S Quince Pl Kennewick, WA 99336
  - **Parcel #:** 105802020010001
- **Address:** 203 S Quince Pl Kennewick, WA 99337
  - **Parcel #:** 105802020010003
- **Address:** 207 S Quince Pl Kennewick, WA 99337
  - **Parcel #:** 105802020010004
- **Address:** 201 S Oak St Kennewick, WA 99337
  - **Parcel #:** 105802010280001
- **Address:** 203 S Oak St Kennewick, WA 99337
  - **Parcel #:** 105802010280002
- **Address:** 211 S Oak St Kennewick, WA 99336
  - **Parcel #:** 105802020009001
- **Address:** 1619 E 3rd Ave Kennewick, WA 99337
  - **Parcel #:** 105802020010002

Community Development Department
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.co.benton.wa.us

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Planning Division

ZONE CHANGE APPLICATION

Application No. _____

APPLICANT INFORMATION

Please check the box indicating primary contact person for this application

☑ **Applicant/Agent**: Courtney Raeder

Mailing Address: 66511 S Meals Rd City: Kennewick

State: WA ZIP: 99337 Phone: (509) 591-2921 Work: _____

Email Address: csraeder217@gmail.com

Signature: [signature] Date: _____

☐ **Property Owner(s)** *(if different)*: Alice L. Reser

Mailing Address: 1511 East 3rd Ave, City: Kennewick

State: WA, ZIP: 99337 Phone: 509-586-1421 Work: _____

Email Address: None

Signature: Alice L Reser Date: 11-8-2023

Signature: _____ Date: _____

**If there are additional owners please copy this section, sign, and attach to the application*

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

If the applicant or legal owner of the property is a corporation, partnership, trust or LLC please use the following 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 _____ TO SUBMIT THIS APPLICATION AND THAT THE ABOVE SIGNED OFFICER HAS BEEN DULY AUTHORIZED AND INSTRUCTED TO

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.

EXECUTE THIS APPLICATION.

PARCEL INFORMATION

1. **Subject property address:** 1511 E 3rd Ave

   City: Kennewick **State:** WA **ZIP:** 99337

2. **Parcel number(s) to be rezoned:** 1-0580-202-0009-002

   _-_____-____-_____-____

3. **Utilities:** *Power:* ☑ Benton PUD ☐ Benton REA

   Sewer: ☑ Septic Tank ☐ City Sewer: *(Provider)* _____

   Water: ☑ Individual Wells ☐ One well serving 2 or more lots

   ☐ Private System *(Provider & Address)* _____

   ☐ City System *(Provider)* _____

   Gas: ☑ No ☐ Yes: *(Provider)* _____

   Cable: ☐ No ☑ Yes: *(Provider)* Spectrum

   Phone: ☐ No ☑ Yes: *(Provider)* Spectrum

   Irrigation: ☑ No ☐ Private ☐ District: *(Provider)* _____

4. **We the applicant(s) listed above who is/are the owner(s)/contract purchaser(s) do hereby petition the Benton County Planning Commission to have the real property listed above to be changed from the zoning classification of** light industrial **to the zoning classification of** urban growth area residential

5. **Comprehensive Plan designation:** _____

6. **The change in classification for the above described property is requested for the purpose of conducting the following use(s) which is/are known to be consistent with the requested zoning classification:** _____

7. **Time schedule for redevelopment?** _____

8. **Facts to justify the change on the basis of advancing the public health, safety, and general welfare?**

9. **Affect the proposed change will have on adjacent property and on the Comprehensive Plan?**

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.

10. **Affect on the property owner(s) if the request is not granted?** This is her home For 60 years and the request is not Granted is just Like Saying You have no right to own property

IF FURTHER EXPLANATION IS NEEDED FOR ANY OF THE QUESTIONS PLEASE ATTACH ADDITIONAL PAGES.

(For Staff Use Only)

Access: Y N	*Application Complete: Y N*
Critical Areas: N Y: _____	*Zoning: _____*
Reviewed by: _____	*Date: _____*

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ZONE CHANGE APPLICATION

Application No. _____

APPLICANT INFORMATION

Please check the box indicating primary contact person for this application

☑ **Applicant/Agent:** Courtney Raeder

Mailing Address: 66511 S Meals Rd City: Kennewick

State: WA ZIP: 99337 Phone: (509) 591-7921 Work: _____

Email Address: Csraeder217@gmail.com

Signature: Courtney Raeder Date: _____

☐ **Property Owner(s)** *(if different)*: Barbara A. Mansfield

Mailing Address: 203 So. Quince Pl. City: Kennewick

State: WA ZIP: 99337 Phone: (509) 582-7922 Work: _____

Email Address: kmanny1963@yahoo.com

Signature: Barbara A. Mansfield Date: 11/11/23

Signature: _____ Date: _____

**If there are additional owners please copy this section, sign, and attach to the application*

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

If the applicant or legal owner of the property is a corporation, partnership, trust or LLC please use the following 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 _____ TO SUBMIT THIS APPLICATION AND THAT THE ABOVE SIGNED OFFICER HAS BEEN DULY AUTHORIZED AND INSTRUCTED TO

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EXECUTE THIS APPLICATION.

PARCEL INFORMATION

1. **Subject property address:** 203 S Quince Pl

   City: Kennewick **State:** WA **ZIP:** 99337

2. **Parcel number(s) to be rezoned:** 1-0580-202-0010-003

   _-_____-____-_____-____

3. **Utilities:** *Power:* ■ Benton PUD ☐ Benton REA

   Sewer: ■ Septic Tank ☐ City Sewer: *(Provider)* _____

   Water: ■ Individual Wells ☐ One well serving 2 or more lots

   ☐ Private System *(Provider & Address)* _____

   ☐ City System *(Provider)* _____

   Gas: ■ No ☐ Yes: *(Provider)* _____

   Cable: ☐ No ■ Yes: *(Provider)* Spectrum

   Phone: ☐ No ■ Yes: *(Provider)* 1

   Irrigation: ☐ No ■ Private ☐ District: *(Provider)* _____

4. **We the applicant(s) listed above who is/are the owner(s)/contract purchaser(s) do hereby petition the Benton County Planning Commission to have the real property listed above to be changed from the zoning classification of** light industrial **to the zoning classification of** urban growth area residential

5. **Comprehensive Plan designation:** _____

6. **The change in classification for the above described property is requested for the purpose of conducting the following use(s) which is/are known to be consistent with the requested *zoning* classification:** _____

7. **Time schedule for redevelopment?** _____

8. **Facts to justify the change on the basis of advancing the public health, safety, and general welfare?**

9. **Affect the proposed change will have on adjacent property and on the Comprehensive Plan?**

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ZONE CHANGE APPLICATION

Application No. _____

APPLICANT INFORMATION

Please check the box indicating primary contact person for this application

☑ **Applicant/Agent**: Courtney Rueder

Mailing Address: 66511 S Meals Rd City: Kennewick

State: WA ZIP: 99337 Phone: (509) 591-7921 Work: _____

Email Address: csrueder217@gmail.com

Signature: [signature] Date: _____

☐ **Property Owner(s)** *(if different)*: Chantal M. Harrison (Exec of estate) Ryan Nourse

Mailing Address: 205 S Oak st. City: Kennewick

State: WA ZIP: 99337 Phone: (509) 438-8850 Work: _____

Email Address: Ryannourse2015@gmail.com

Signature: [signature] Date: 1-31-24

Signature: _____ Date: _____

**If there are additional owners please copy this section, sign, and attach to the application*

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

If the applicant or legal owner of the property is a corporation, partnership, trust or LLC please use the following 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 _____ TO SUBMIT THIS APPLICATION AND THAT THE ABOVE SIGNED OFFICER HAS BEEN DULY AUTHORIZED AND INSTRUCTED TO

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.

EXECUTE THIS APPLICATION.

PARCEL INFORMATION

1. **Subject property address:** 205 S Oak St

   City: Kennewick **State:** WA **ZIP:** 99337

2. **Parcel number(s) to be rezoned:** 1-0580-201-0280-003

   _-_____-____-_____-____

3. **Utilities:** *Power:* ☑ Benton PUD ☐ Benton REA

   Sewer: ☐ Septic Tank ☑ City Sewer: *(Provider)* Kennewick

   Water: ☑ Individual Wells ☐ One well serving 2 or more 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)* _____

4. **We the applicant(s) listed above who is/are the owner(s)/contract purchaser(s) do hereby petition the Benton County Planning Commission to have the real property listed above to be changed from the zoning classification of** _____ **to the zoning classification of** _____

5. **Comprehensive Plan designation:** _____

6. **The change in classification for the above described property is requested for the purpose of conducting the following use(s) which is/are known to be consistent with the requested zoning classification:** _____

   _____

7. **Time schedule for redevelopment?** _____

8. **Facts to justify the change on the basis of advancing the public health, safety, and general welfare?**

   _____

   _____

   _____

9. **Affect the proposed change will have on adjacent property and on the Comprehensive Plan?**

   _____

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10. **Affect on the property owner(s) if the request is not granted?** Would not be able to live on the premises.

IF FURTHER EXPLANATION IS NEEDED FOR ANY OF THE QUESTIONS PLEASE ATTACH ADDITIONAL PAGES.

(For Staff Use Only)

Access: Y N *Application Complete: Y N*

Critical Areas: N Y: _____ *Zoning:* _____

Reviewed by: _____ *Date:* _____

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ZONE CHANGE APPLICATION

Application No. _____

APPLICANT INFORMATION

Please check the box indicating primary contact person for this application

☑ **Applicant/Agent**: Courtney Raeder

Mailing Address: 66511 S Meals Rd City: Kennewick

State: WA ZIP: 99337 Phone: (509) 591-2921 Work: _____

Email Address: csraeder217@gmail.com

Signature: Courtney Raeder Date: _____

☒ **Property Owner(s)** *(if different)*: Donna Honeycutt

Mailing Address: P.O Box 5752 City: Kennewick

State: WA ZIP: 99336 Phone: 509-438-3612 Work: _____

Email Address: _____

Signature: Donna Honeycutt, Ron Shupe Date: 11-4-23

Signature: Natasha Shupe Date: 11-4-23

**If there are additional owners please copy this section, sign, and attach to the application*

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

If the applicant or legal owner of the property is a corporation, partnership, trust or LLC please use the following 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 _____ TO SUBMIT THIS APPLICATION AND THAT THE ABOVE SIGNED OFFICER HAS BEEN DULY AUTHORIZED AND INSTRUCTED TO

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THE ABOVE SIGNED OFFICER OF _____ *(name of entity)* WARRANTS AND REPRESENTS THAT ALL NECESSARY LEGAL AND CORPORATE ACTIONS HAVE BEEN DULY UNDERTAKEN TO PERMIT _____ TO SUBMIT THIS APPLICATION AND THAT THE ABOVE SIGNED OFFICER HAS BEEN DULY AUTHORIZED AND INSTRUCTED TO EXECUTE THIS APPLICATION.

PARCEL INFORMATION

1. **Subject property address**: 201 S Oak St & 203 S Oak St

   City: Kennewick **State:** WA **ZIP:** 99337

2. **Parcel number(s) to be rezoned:** 1 □ 0 5 8 0 □ 2 0 1 □ 0 2 8 0 □ 0 0 1

   1 □ 0 5 8 0 □ 2 0 1 □ 0 2 8 0 □ 0 0 2

3. **Utilities:** *Power:* ☐ Benton PUD ☐ Benton REA

   Sewer: ☐ Septic Tank ☐ City Sewer: *(Provider)* _____

   Water: ☐ Individual Wells ☐ One well serving 2 or more 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)* _____

4. **We the applicant(s) listed above who is/are the owner(s)/contract purchaser(s) do hereby petition the Benton County Planning Commission to have the real property listed above to be changed from the zoning classification of** _____ **to the zoning classification of** _____

5. **Comprehensive Plan designation:** _____

6. **The change in classification for the above described property is requested for the purpose of conducting the following use(s) which is/are known to be consistent with the requested zoning classification:**

   _____

   _____

7. **Time schedule for redevelopment?** _____

8. **Facts to justify the change on the basis of advancing the public health, safety, and general welfare?** _____

   _____

   _____

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Planning Division

ZONE CHANGE APPLICATION

Application No. _____

APPLICANT INFORMATION

Please check the box indicating primary contact person for this application

☐ **Applicant/Agent**: Courtney Raeder

Mailing Address: 66511 S Meals Rd City: Kennewick

State: WA ZIP: 99337 Phone: (509) 591-2921 Work: _____

Email Address: csraeder217@gmail.com

Signature: _____ Date: _____

☐ **Property Owner(s)** *(if different)*: Enrique Cervantes

Mailing Address: 1601 E 3rd Ave City: Kennewick

State: Wa ZIP: 99337 Phone: (509) 947-3270 Work: _____

Email Address: _____

Signature: Enrique Cervantes Date: 12/06/2023

Signature: _____ Date: _____

**If there are additional owners please copy this section, sign, and attach to the application*

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

If the applicant or legal owner of the property is a corporation, partnership, trust or LLC please use the following signature block.

Applicant/Legal Owner:

_____

Officer name:

_____

Title:

_____

Signature: _____ Date: _____

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THE ABOVE SIGNED OFFICER OF _____ *(name of entity)* WARRANTS AND REPRESENTS THAT ALL NECESSARY LEGAL AND CORPORATE ACTIONS HAVE BEEN DULY UNDERTAKEN TO PERMIT _____ TO SUBMIT THIS APPLICATION AND THAT THE ABOVE SIGNED OFFICER HAS BEEN DULY AUTHORIZED AND INSTRUCTED TO EXECUTE THIS APPLICATION.

PARCEL INFORMATION

1. **Subject property address:** 1601 E 3rd Ave

   City: Kennewick **State:** WA **ZIP:** 99337

2. **Parcel number(s) to be rezoned:** 1 □ 05 80 □ 202 □ 0009 □ 006

   __ □ _____ □ ____ □ _____ □ ____

3. **Utilities:** *Power:* ☒ Benton PUD ☐ Benton REA

   Sewer: ☒ Septic Tank ☐ City Sewer: *(Provider)* _____

   Water: ☒ Individual Wells ☐ One well serving 2 or more lots

   ☐ Private System *(Provider & Address)* _____

   ☐ City System *(Provider)* _____

   Gas: ☒ No ☐ Yes: *(Provider)* _____

   Cable: ☐ No ☒ Yes: *(Provider)* Charter

   Phone: ☒ No ☐ Yes: *(Provider)* _____

   Irrigation: ☒ No ☐ Private ☐ District: *(Provider)* _____

4. **We the applicant(s) listed above who is/are the owner(s)/contract purchaser(s) do hereby petition the Benton County Planning Commission to have the real property listed above to be changed from the zoning classification of** light industrial **to the zoning classification of** urban growth area residential

5. **Comprehensive Plan designation:** Low Density Residential

6. **The change in classification for the above described property is requested for the purpose of conducting the following use(s) which is/are known to be consistent with the requested zoning classification:**

   _____

   _____

7. **Time schedule for redevelopment?** _____

8. **Facts to justify the change on the basis of advancing the public health, safety, and general welfare?** _____

   _____

   _____

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.

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Planning Division

ZONE CHANGE APPLICATION

Application No. _____

APPLICANT INFORMATION

Please check the box indicating primary contact person for this application

☑ **Applicant/Agent:** Courtney Raeder

Mailing Address: 66511 S Meals Rd City: Kennewick

State: WA ZIP: 99337 Phone: (509) 591-2921 Work: _____

Email Address: csraeder217@gmail.com

Signature: Courtney Raeder Date: _____

☐ **Property Owner(s)** *(if different)*: Jose & Betty Guizar

Mailing Address: 1543 E. 3rd. Ave City: Kennewick, Wa

State: Wa ZIP: 99337 Phone: 509-308-1873 ~~Work:~~ _____

Email Address: bethyrivas922@gmail.com

Signature: Betty Guizar Date: 11-15-23

Signature: Jose F Guizar Date: 11-15-23

**If there are additional owners please copy this section, sign, and attach to the application*

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

If the applicant or legal owner of the property is a corporation, partnership, trust or LLC please use the following 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 _____ TO SUBMIT THIS APPLICATION AND THAT THE ABOVE SIGNED OFFICER HAS BEEN DULY AUTHORIZED AND INSTRUCTED TO

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.

EXECUTE THIS APPLICATION.

PARCEL INFORMATION

1. **Subject property address:** 1543 E 3rd Ave

   City: Kennewick **State:** WA **ZIP:** 99336

2. **Parcel number(s) to be rezoned:** 1-0580-202-0009-005

   _-____-____-____-___

3. **Utilities:** *Power:* ☒ Benton PUD ☐ Benton REA

   Sewer: ☒ Septic Tank ☐ City Sewer: *(Provider)* _____

   Water: ☒ Individual Wells ☐ One well serving 2 or more lots

   ☐ Private System *(Provider & Address)* _____

   ☐ City System *(Provider)* _____

   Gas: ☒ No ☐ Yes: *(Provider)* _____

   Cable: ☐ No ☒ Yes: *(Provider)* Spectrum Cable Company

   Phone: ☒ No ☐ Yes: *(Provider)* _____

   Irrigation: ☒ No ☐ Private ☐ District: *(Provider)* _____

4. **We the applicant(s) listed above who is/are the owner(s)/contract purchaser(s) do hereby petition the Benton County Planning Commission to have the real property listed above to be changed from the zoning classification of** light industrial **to the zoning classification of** urban growth area residential

5. **Comprehensive Plan designation:** _____

6. **The change in classification for the above described property is requested for the purpose of conducting the following use(s) which is/are known to be consistent with the requested zoning classification:** _____

7. **Time schedule for redevelopment?** _____

8. **Facts to justify the change on the basis of advancing the public health, safety, and general welfare?**

9. **Affect the proposed change will have on adjacent property and on the Comprehensive Plan?**

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
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P.O. Box 910, Prosser, WA 99350
planning.department@co.benton.wa.us

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FEB 08 2024
Benton County
Planning Division

ZONE CHANGE APPLICATION

Application No. _____

APPLICANT INFORMATION

Please check the box indicating primary contact person for this application

☑ **Applicant/Agent:** Courtney Rueder

Mailing Address: 66511 S Meals Rd City: Kennewick

State: WA ZIP: 99337 Phone: (501) 591-2921 Work: _____

Email Address: csraeder217@gmail.com

Signature: [signature] Date: _____

☐ **Property Owner(s)** *(if different)*: Luis Licea

Mailing Address: 3705 W. Beacan Ave City: Spokane

State: WA ZIP: 99208 Phone: 509-999-0366 Work: _____

Email Address: Luisillo@msn.com

Signature: [signature] Date: 11/20/23

Signature: _____ Date: _____

**If there are additional owners please copy this section, sign, and attach to the application*

Parcel #: 1-0580-202-0009-003 Address: 1411 E 3rd Ave Kenn, WA 99336

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

If the applicant or legal owner of the property is a corporation, partnership, trust or LLC please use the following 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 _____ TO SUBMIT THIS APPLICATION AND THAT THE ABOVE SIGNED OFFICER HAS BEEN DULY AUTHORIZED AND INSTRUCTED TO

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.

THE ABOVE SIGNED OFFICER OF _____ *(name of entity)* WARRANTS AND REPRESENTS THAT ALL NECESSARY LEGAL AND CORPORATE ACTIONS HAVE BEEN DULY UNDERTAKEN TO PERMIT _____ TO SUBMIT THIS APPLICATION AND THAT THE ABOVE SIGNED OFFICER HAS BEEN DULY AUTHORIZED AND INSTRUCTED TO EXECUTE THIS APPLICATION.

PARCEL INFORMATION

1. **Subject property address**: 1411 E 3rd Ave

   City: Kennewick **State:** WA **ZIP:** 99336

2. **Parcel number(s) to be rezoned:** 1 ☐ 05 80 ☐ 202 ☐ 00 09 ☐ 003

   ___ ☐ _____ ☐ _____ ☐ _____ ☐ _____

3. **Utilities:** *Power:* ☐ Benton PUD ☐ Benton REA

   Sewer: ☐ Septic Tank ☐ City Sewer: *(Provider)*

   _____

   Water: ☐ Individual Wells ☐ One well serving 2 or more 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)* _____

4. **We the applicant(s) listed above who is/are the owner(s)/contract purchaser(s) do hereby petition the Benton County Planning Commission to have the real property listed above to be changed from the zoning classification of** _____ **to the zoning classification of** _____

5. **Comprehensive Plan designation:** _____

6. **The change in classification for the above described property is requested for the purpose of conducting the following use(s) which is/are known to be consistent with the requested zoning classification:**

   _____

   _____

7. **Time schedule for redevelopment?** _____

8. **Facts to justify the change on the basis of advancing the public health, safety, and general welfare?** _____

   _____

   _____

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Benton County
Planning Division

ZONE CHANGE APPLICATION

Application No. _____

APPLICANT INFORMATION

Please check the box indicating primary contact person for this application

☒ **Applicant/Agent**: Marisol M Hernandez

Mailing Address: 218036 E SR 397 City: Kennewick

State: WA ZIP: 99337 Phone: 5092054251 Work: _____

Email Address: Hernandezmary820@yahoo.com

Signature: Marisol Hernandez Date: _____

☐ **Property Owner(s)** *(if different)*: _____

Mailing Address: _____ City: _____

State: _____ ZIP: _____ Phone: _____ Work: _____

Email Address: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

**If there are additional owners please copy this section, sign, and attach to the application*

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

If the applicant or legal owner of the property is a corporation, partnership, trust or LLC please use the following signature block.

Applicant/Legal Owner:

_____

Officer name:

_____

Title:

_____

Signature: _____ Date: _____

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2nd page on back →

THE ABOVE SIGNED OFFICER OF _____ *(name of entity)* WARRANTS AND REPRESENTS THAT ALL NECESSARY LEGAL AND CORPORATE ACTIONS HAVE BEEN DULY UNDERTAKEN TO PERMIT _____ TO SUBMIT THIS APPLICATION AND THAT THE ABOVE SIGNED OFFICER HAS BEEN DULY AUTHORIZED AND INSTRUCTED TO EXECUTE THIS APPLICATION.

PARCEL INFORMATION

1. **Subject property address:** 211 S Oak St

   City: Kennewick **State:** WA **ZIP:** 99337

2. **Parcel number(s) to be rezoned:** 1 □ 0580 □ 202 □ 0009 □ 001

   _ □ _____ □ _____ □ _____ □ _____

3. **Utilities:** *Power:* ☒ Benton PUD ☐ Benton REA

   Sewer: ☐ Septic Tank ☒ City Sewer: *(Provider)* _____

   Water: ☐ Individual Wells ☐ One well serving 2 or more 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)* _____

4. **We the applicant(s) listed above who is/are the owner(s)/contract purchaser(s) do hereby petition the Benton County Planning Commission to have the real property listed above to be changed from the zoning classification of** _____ **to the zoning classification of** _____

5. **Comprehensive Plan designation:** _____

6. **The change in classification for the above described property is requested for the purpose of conducting the following use(s) which is/are known to be consistent with the requested zoning classification:**

   _____

   _____

7. **Time schedule for redevelopment** _____

8. **Facts to justify the change on the basis of advancing the public health, safety, and general welfare?** _____

   _____

   _____

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AND THAT ALL NECESSARY LEGAL AND CORPORATE ACTIONS
HAVE BEEN TAKEN TO PERMIT _____ (name
AND THAT THE ABOVE SIGNED OFFICER HAS BEEN DULY AUTHORIZED AND
TO EXECUTE THIS APPLICATION _____ TO SUBMIT

APPLICANT INFORMATION

Subject property address: 211 S Oak St

City: Kennewick State: WA ZIP: 99337

2. **Parcel number(s) to be rezoned:** 1 □ 0580 □ 202 □ 0009 □ 001

_ □ _____ □ ____ □ _____ □ ____

3. **Utilities:** *Power:* ☒ Benton PUD ☐ Benton REA

Sewer: ☐ Septic Tank ☒ City Sewer: *(Provider)* _____

Water: ☐ Individual Wells ☐ One well serving 2 or more lots

☐ Private System *(Provider & Address)* _____

☐ City System *(Provider)* _____

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Cable: ☐ No ☐ Yes: *(Provider)* _____

Phone: ☐ No ☐ Yes: *(Provider)* _____

Irrigation: ☐ No ☐ Private ☐ District: *(Provider)* _____

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5. **Comprehensive Plan designation:** _____

6. **The change in classification for the above described property is requested for the purpose of conducting the following use(s) which is/are known to be consistent with the requested zoning classification:**

_____

_____

7. **Time schedule for redevelopment:** _____

8. **Facts to justify the change on the basis of advancing the public health, safety, and general welfare?** _____

_____

_____

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Planning Division

ZONE CHANGE APPLICATION

Application No. _____

APPLICANT INFORMATION

Please check the box indicating primary contact person for this application

☑ **Applicant/Agent**: Courtney Raeder

Mailing Address: 66511 S Meals Rd City: Kennewick

State: WA ZIP: 99337 Phone: (509) 591-7921 Work: _____

Email Address: csraeder217@gmail.com

Signature: Courtney Raeder Date: _____

☐ **Property Owner(s)** *(if different)*: Robert & Sarah Cassano

Mailing Address: 1531 E. 3rd Ave. City: Kennewick

State: WA ZIP: 99337 Phone: 509-851-1192 Work: _____

Email Address: Sarahcassano76@gmail.com

Signature: Sarah Cassano Date: 11/16/23

Signature: Robert Cassano Date: 11/16/23

**If there are additional owners please copy this section, sign, and attach to the application*

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

If the applicant or legal owner of the property is a corporation, partnership, trust or LLC please use the following 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 _____ TO SUBMIT THIS APPLICATION AND THAT THE ABOVE SIGNED OFFICER HAS BEEN DULY AUTHORIZED AND INSTRUCTED TO

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EXECUTE THIS APPLICATION.

PARCEL INFORMATION

1. **Subject property address:** 1531 E 3rd Ave

   City: Kennewick **State:** WA **ZIP:** 99337

2. **Parcel number(s) to be rezoned:** 1-0580-202-0009-004

   _-_____-____-_____-____

3. **Utilities:** *Power:* ☒ Benton PUD ☐ Benton REA

   Sewer: ☒ Septic Tank ☐ City Sewer: *(Provider)* _____

   Water: ☒ Individual Wells ☐ One well serving 2 or more 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)* _____

4. **We the applicant(s) listed above who is/are the owner(s)/contract purchaser(s) do hereby petition the Benton County Planning Commission to have the real property listed above to be changed from the zoning classification of** light industrial **to the zoning classification of** urban growth area residential

5. **Comprehensive Plan designation:** _____

6. **The change in classification for the above described property is requested for the purpose of conducting the following use(s) which is/are known to be consistent with the requested zoning classification:** _____

7. **Time schedule for redevelopment?** _____

8. **Facts to justify the change on the basis of advancing the public health, safety, and general welfare?**

9. **Affect the proposed change will have on adjacent property and on the Comprehensive Plan?**

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10. **Affect on the property owner(s) if the request is not granted?** My husband and I won't likely be able to grow old here as we planned when we purchased this family property.

IF FURTHER EXPLANATION IS NEEDED FOR ANY OF THE QUESTIONS PLEASE ATTACH ADDITIONAL PAGES.

(For Staff Use Only)

Access: Y N *Application Complete: Y N*

Critical Areas: N Y: _____ *Zoning:* _____

Reviewed by: _____ *Date:* _____

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FEB 08 2024
Benton County
Planning Division

ZONE CHANGE APPLICATION

Application No. _____

APPLICANT INFORMATION

Please check the box indicating primary contact person for this application

☑ **Applicant/Agent**: Courtney Raeder

Mailing Address: 66511 S Meals Rd City: Kennewick

State: WA ZIP: 99337 Phone: (509) 591-7921 Work: _____

Email Address: csraeder217@gmail.com

Signature: [signature] Date: _____

☐ **Property Owner(s)** *(if different)*: Roberto Robledo

Mailing Address: 1619 E 3rd Ave City: Kennewick

State: WA ZIP: 99337 Phone: 509 492-1026 Work: _____

Email Address: robertotrobledo@gmail.com

Signature: [signature] Date: 11,20,23

Signature: _____ Date: _____

**If there are additional owners please copy this section, sign, and attach to the application*

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.

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Applicant/Legal Owner: _____

Officer name: _____

Title: _____

Signature: _____ Date: _____

THE ABOVE SIGNED OFFICER OF _____ *(name of entity)*
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EXECUTE THIS APPLICATION.

PARCEL INFORMATION

1. **Subject property address:** 1619 E 3rd Ave

   City: Kennewick **State:** WA **ZIP:** 99337

2. **Parcel number(s) to be rezoned:** 1-0580-202-0010-002

   _-____-___-____-___

3. **Utilities:** *Power:* ☑ Benton PUD ☐ Benton REA

   Sewer: ☑ Septic Tank ☐ City Sewer: *(Provider)* _____

   Water: ☑ Individual Wells ☐ One well serving 2 or more 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)* _____

4. **We the applicant(s) listed above who is/are the owner(s)/contract purchaser(s) do hereby petition the Benton County Planning Commission to have the real property listed above to be changed from the zoning classification of** light industrial **to the zoning classification of** urban growth area residential

5. **Comprehensive Plan designation:** _____

6. **The change in classification for the above described property is requested for the purpose of conducting the following use(s) which is/are known to be consistent with the requested zoning classification:** _____

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Benton County
Planning Division

ZONE CHANGE APPLICATION

Application No. _____

APPLICANT INFORMATION

Please check the box indicating primary contact person for this application

☒ **Applicant/Agent:** Courtney Raeder

Mailing Address: 66511 S Meals Rd City: Kennewick

State: WA ZIP: 99337 Phone: (509) 591-7921 Work: _____

Email Address: csraeder217@gmail.com

Signature: Courtney Raeder Date: _____

☐ **Property Owner(s)** *(if different)*: Roy L. Sitton

Mailing Address: 102 So. Quince Pl City: Kennewick

State: WA ZIP: 99337 Phone: 509-586-1845 Work: _____

Email Address: roy.sitton74@gmail.com

Signature: Roy L Sitton Date: 11-12-2023

Signature: _____ Date: _____

**If there are additional owners please copy this section, sign, and attach to the application*

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

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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 _____ TO SUBMIT THIS APPLICATION AND THAT THE ABOVE SIGNED OFFICER HAS BEEN DULY AUTHORIZED AND INSTRUCTED TO

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EXECUTE THIS APPLICATION.

PARCEL INFORMATION

1. **Subject property address:** 102 S Quince Pl

   City: Kennewick **State:** WA **ZIP:** 99336

2. **Parcel number(s) to be rezoned:** 1-0580-202-0010-001

   _-____-____-_____-___

3. **Utilities:** *Power:* ☒ Benton PUD ☐ Benton REA

   Sewer: ☒ Septic Tank ☐ City Sewer: *(Provider)* _____

   Water: ☒ Individual Wells ☐ One well serving 2 or more lots

   ☐ Private System *(Provider & Address)* _____

   ☐ City System *(Provider)* _____

   Gas: ☒ No ☐ Yes: *(Provider)* _____

   Cable: ~~☐ No~~ ☒ Yes: *(Provider)* Spectrum

   Phone: ☐ No ☒ Yes: *(Provider)* Ziply Fiber

   Irrigation: ~~☐ No~~ ☒ Private ☐ District: *(Provider)* _____

4. **We the applicant(s) listed above who is/are the owner(s)/contract purchaser(s) do hereby petition the Benton County Planning Commission to have the real property listed above to be changed from the zoning classification of** light industrial **to the zoning classification of** urban growth area residential

5. **Comprehensive Plan designation:** _____

6. **The change in classification for the above described property is requested for the purpose of conducting the following use(s) which is/are known to be consistent with the requested zoning classification:** _____

7. **Time schedule for redevelopment?** _____

8. **Facts to justify the change on the basis of advancing the public health, safety, and general welfare?**

9. **Affect the proposed change will have on adjacent property and on the Comprehensive Plan?**

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Planning Division

ZONE CHANGE APPLICATION

Application No. _____

APPLICANT INFORMATION

Please check the box indicating primary contact person for this application

☑ **Applicant/Agent:** Courtney Raeder

Mailing Address: 66511 S Meals Rd City: Kennewick

State: WA ZIP: 99337 Phone: (509) 591-2921 Work: _____

Email Address: craeder217@gmail.com

Signature: Courtney Raeder Date: _____

☐ **Property Owner(s)** *(if different)*: Shepard Commercial, LLC

Mailing Address: 1139 Hanson LP City: Burbank

State: WA ZIP: 99323 Phone: (509) 539-3158 Work: same

Email Address: tinatshep@yahoo.com

Signature: Doug Shepard, member Date: _____

Signature: member Date: _____

**If there are additional owners please copy this section, sign, and attach to the application*

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

If the applicant or legal owner of the property is a corporation, partnership, trust or LLC please use the following signature block.

Applicant/Legal Owner: Shepard Commercial, LLC

Officer name: Doug Shepard, member

Title: member

Signature: _____ Date: 11/7/2023

THE ABOVE SIGNED OFFICER OF _____ *(name of entity)*
WARRANTS AND REPRESENTS THAT ALL NECESSARY LEGAL AND CORPORATE ACTIONS HAVE BEEN DULY UNDERTAKEN TO PERMIT _____ TO SUBMIT THIS APPLICATION AND THAT THE ABOVE SIGNED OFFICER HAS BEEN DULY AUTHORIZED AND INSTRUCTED TO

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EXECUTE THIS APPLICATION.

PARCEL INFORMATION

1. **Subject property address:** 207 S Quince Pl and 1621 E 3rd Ave

   City: Kennewick **State:** WA **ZIP:** 99336

2. **Parcel number(s) to be rezoned:** 1-0580-202-0010-004

   _-____-____-____-____

3. **Utilities:** *Power:* ☒ Benton PUD ☐ Benton REA

   Sewer: ☒ Septic Tank ☐ City Sewer: *(Provider)* _____

   Water: ☐ Individual Wells ☒ One well serving 2 or more 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)* _____

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Planning Division

ZONE CHANGE APPLICATION

Application No. _____

APPLICANT INFORMATION

Please check the box indicating primary contact person for this application

☑ **Applicant/Agent:** Courtney Raeder

Mailing Address: 66511 S Meals Rd City: Kennewick

State: WA ZIP: 99337 Phone: (509) 591-2921 Work: _____

Email Address: csraeder217@gmail.com

Signature: [signature] Date: _____

☐ **Property Owner(s)** *(if different)*: Thomas Raeder

Mailing Address: 331 S Oak St City: Kennewick

State: WA ZIP: 99337 Phone: _____ Work: _____

Email Address: _____

Signature: _____ Date: _____

Signature: Thomas Raeder Date: 11-17-2023

**If there are additional owners please copy this section, sign, and attach to the application*

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

If the applicant or legal owner of the property is a corporation, partnership, trust or LLC please use the following 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 _____ TO SUBMIT THIS APPLICATION AND THAT THE ABOVE SIGNED OFFICER HAS BEEN DULY AUTHORIZED AND INSTRUCTED TO

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EXECUTE THIS APPLICATION.

PARCEL INFORMATION

1. **Subject property address:** 331 S Oak St

   City: Kennewick **State:** WA **ZIP:** 99337

2. **Parcel number(s) to be rezoned:** 1-0580-301-0158-002

   _-_____-____-_____-___

3. **Utilities:** *Power:* ☑ Benton PUD ☐ Benton REA

   Sewer: ☑ Septic Tank ☐ City Sewer: *(Provider)* _____

   Water: ☑ Individual Wells ☐ One well serving 2 or more 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)* _____

4. **We the applicant(s) listed above who is/are the owner(s)/contract purchaser(s) do hereby petition the Benton County Planning Commission to have the real property listed above to be changed from the zoning classification of** light industrial **to the zoning classification of** urban growth area residential

5. **Comprehensive Plan designation:** low density residential

6. **The change in classification for the above described property is requested for the purpose of conducting the following use(s) which is/are known to be consistent with the requested zoning classification:** _____

7. **Time schedule for redevelopment?** _____

8. **Facts to justify the change on the basis of advancing the public health, safety, and general welfare?**

9. **Affect the proposed change will have on adjacent property and on the Comprehensive Plan?**

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 East Wiser Parkway, Kennewick, WA 99338
planning.department@co.benton.wa.us

Determination of Non-Significance

(Optional Method)

Proponent: Courtney Raeder
66511 S Meals Rd
Kennewick, WA 99337

File No: EA 2024-005

Project Description: A proposal to change the zoning designation of fourteen (14) parcels within the City of Kennewick's Urban Growth Area from Light Industrial to the Urban Growth Residential District (UGAR).

Project Location: The project proposal is located in the Kennewick area of unincorporated Benton County, west of the intersection of S Oak St and 3rd Ave and includes the parcels listed in the table below.

Proposed Zoning Change: Light Industrial (LI) to Urban Growth Residential District (UGAR)

Parcel Number	Address	Parcel Number	Address
105803010158002	331 S Oak St, Kennewick, 99337	105802010280003	205 S Oak St, Kennewick, 99337
105802020009002	1511 E 3rd Ave, Kennewick, 99337	105802020009003	1411 E 3rd Ave, Kennewick, 99336
105802020009004	1531 E 3rd Ave, Kennewick, 99337	105802020009005	1543 E 3rd Ave, Kennewick, 99337
105802020009006	1601 E 3rd Ave, Kennewick, 99337	105802020010001	102 S Quince Pl, Kennewick, 99336
105802020010003	203 S Quince Pl, Kennewick, 99337	105802020010004	207 S Quince Pl, Kennewick, 99337
105802010280001	201 S Oak St, Kennewick, 99337	105802010280002	203 S Oak St, Kennewick, 99337
105802020009001	211 S Oak St, Kennewick, 99336	105802020010002	1619 E 3rd Ave, Kennewick, 99337

Jurisdiction: Benton County, Washington

Lead Agency: Benton County Planning Division

Threshold Determination: The lead agency for this proposal has determined that it will not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). The decision was made after review of a completed environmental checklist, comments received from various agencies and other information on file with the lead agency. This information is available to the public on request.

This DNS is issued after using the optional DNS process in WAC 197-11-355. There is no further comment period on the DNS.

Administrative appeals of threshold determinations of non-significance (DNS) are not allowed.

SEPA Responsible Official: Michelle Mercer
Position/Title: Planning Manager
Address: 102206 E Wiser Parkway, Kennewick, WA 99338.

Date: March 11, 2024

Michelle Mercer, Planning Manager
Benton County Community Development Department

Distribution List:

Applicant	Media
Benton Clean Air Authority	WA State Dept. of Archaeology & Historic Preservation
Benton County Building Division	WA State Department of Ecology
Benton County Fire Marshal	WA State Department of Fish and Wildlife
Benton County Road Department	WA State Department of Health
Benton-Franklin Health District	WA State Department of Natural Resources
Futurewise	WA State Department of Transportation
Bureau of Land Management	Yakama Indian Nation
Bureau of Reclamation	Confederated Tribes of the Umatilla
Fire District #1	
Tom Price, Environmental Review Inc.	
City of Kennewick	

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102206 East Wiser Parkway, Kennewick, WA 99338

Notice of Application
(Optional DNS Process)

Benton County has received a permit application for the following project:
A proposal to change the zoning designation of fourteen (14) parcels within the City of Kennewick's Urban Growth Area from Light Industrial to the Urban Growth Residential District (UGAR).

Project Location:
The project proposal is located in the Kennewick area of unincorporated Benton County, west of the intersection of S Oak St and 3rd Ave and includes the parcels listed in the table below.

Proposed Zoning Change: Light Industrial (LI) to Urban Growth Residential District (UGAR)

Parcel Number	Address	Parcel Number	Address
105803010158002	331 S Oak St, Kennewick, 99337	105802010280003	205 S Oak St, Kennewick, 99337
105802020009002	1511 E 3rd Ave, Kennewick, 99337	105802020009003	1411 E 3rd Ave, Kennewick, 99336
105802020009004	1531 E 3rd Ave, Kennewick, 99337	105802020009005	1543 E 3rd Ave, Kennewick, 99337
105802020009006	1601 E 3rd Ave, Kennewick, 99337	105802020010001	102 S Quince Pl, Kennewick, 99336
105802020010003	203 S Quince Pl, Kennewick, 99337	105802020010004	207 S Quince Pl, Kennewick, 99337
105802010280001	201 S Oak St, Kennewick, 99337	105802010280002	203 S Oak St, Kennewick, 99337
105802020009001	211 S Oak St, Kennewick, 99336	105802020010002	1619 E 3rd Ave, Kennewick, 99337

Agency Contact:
Michelle Mercer, Planning Manager, Benton County Planning Division
Planning.Department@co.benton.wa.us
Phone Number: (509) 786-5612

Project Applicant:
Courtney Raeder
66511 S Meals Rd
Kennewick, WA 99337

Agency File Number:
EA 2024-005

Date of permit application:	February 8, 2024
Date of determination of completeness:	February 15, 2024
Date of Notice of Application:	February 15, 2024
Notice of Application Publication Date:	February 21, 2024
Comment due date:	Two weeks after date of publication

SEPA Environmental Review: The Benton County Planning Division has reviewed the proposed project for probable adverse environmental impacts and expects to issue a Determination of Non-Significance (DNS) or Mitigated Determination of Non-Significance (MDNS). The proposal may include mitigation measures under applicable codes, and the project review process may incorporate or require mitigation measures regardless of whether an EIS is prepared. The optional DNS process in WAC 197-11-355 is being used. This may be your only opportunity to comment on the environmental impacts of the proposed project.

Agencies, tribes, and the public are encouraged to review and comment on the proposed project and its probable environmental impacts. Comments must be submitted by the due date noted above (14 days from date of publication) to the Benton County Planning Division, 102206 E Wiser Parkway, Kennewick, WA 99338. Any information submitted to Benton County is subject to the 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.

This project does require a public hearing. A copy of the subsequent threshold determination and any other information concerning this action may be obtained by contacting the Benton County Planning Division, 102206 E Wiser Parkway, Kennewick, WA 99338.

Preliminary Development Regulations and Existing Environmental Documents: To evaluate the impacts of the proposed project, the following may be used for mitigation, consistency, and the development of findings and conclusions:

Regulations of Benton County including the Benton County Comprehensive Plan, BCC Title 3 Building, Fire, and Road Standards, BCC Title 6.35 SEPA, BCC Title 11 Zoning, and BCC Title 15 Critical Area Ordinance;

Regulations of the Washington State Department of Fish and Wildlife, Washington State Department of Ecology, and Washington State Department of Natural Resources;

Regulations of the Benton-Franklin Health District; and SEPA Environmental Checklist; and

Other required agency evaluations, approvals, permits, and mitigation as necessary.

Required Permits:
Zone Change Permit

Required Studies:
Unknown at this time.

This project does require a public hearing. A copy of the subsequent threshold determination and any other information concerning this action may be obtained by contacting the Benton County Planning Division, 102206 E Wiser Parkway, Kennewick, WA 99338, (509) 786-5612.

Dated at Kennewick, Washington on this 15th day of February 2024.

Michelle Mercer – Planning Manager
Benton County Community Development Department

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PCM 1.8

SEPA ENVIRONMENTAL CHECKLIST

File No. EA 2024-005

BACKGROUND

1. Name of proposed project, if applicable: _____

2. Name of applicant: Courtney Roeder

3. Address and phone number of applicant and contact person: _____
66511 S Meals Rd Kennewick, WA 99337

Phone Number: (5 0 9) 5 9 1 - 2 9 2 1 Email address: csraeder217@gmail.com

4. Date checklist prepared: 12-15-23

5. Agency requesting checklist: Benton County Planning Division

6. Proposed timing or schedule (including phasing, if applicable): Does not apply. This is a zone change request only.

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. No.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal. None/ Does not apply. This is a zone change request only.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

No.

10. List any government approvals or permits that will be needed for your proposal, if known.:

None outside of the approval of the zone change that is being requested.

11. Give a brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page.

This proposal is for a zone change. The request is to change the zoning of approximately 15 acres from light industrial to UGAR for 14 properties that are being used as residential homes.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

This proposal involves 14 properties in one area of Kennewick that is located in Benton County near E 3rd Ave and S Oak Street. See attachment for the full list.

Parcel number: ___-_____-____-_____-____

B. ENVIRONMENTAL ELEMENTS

1. Earth

a. General description of the site (circle one):

(Flat) Rolling Hilly Steep Slopes Mountainous

Other : _____

b. What is the steepest slope on the site (approximate percent slope)? None.

Address & Parcel List

- **Address:** 331 S Oak St Kennewick, WA 99337
  - **Parcel #:** 105803010158002
- **Address:** 205 S Oak St Kennewick, WA 99337
  - **Parcel #:** 105802010280003
- **Address:** 1511 E 3rd Ave Kennewick, WA 99337
  - **Parcel #:** 105802020009002
- **Address:** 1411 E 3rd Ave Kennewick, WA 99336
  - **Parcel #:** 105802020009003
- **Address:** 1531 E 3rd Ave Kennewick, WA 99337
  - **Parcel #:** 105802020009004
- **Address:** 1543 E 3rd Ave Kennewick, WA 99336
  - **Parcel #:** 105802020009005
- **Address:** 1601 E 3rd Ave Kennewick, WA 99337
  - **Parcel #:** 105802020009006
- **Address:** 102 S Quince Pl Kennewick, WA 99336
  - **Parcel #:** 105802020010001
- **Address:** 203 S Quince Pl Kennewick, WA 99337
  - **Parcel #:** 105802020010003
- **Address:** 207 S Quince Pl Kennewick, WA 99337
  - **Parcel #:** 105802020010004
- **Address:** 201 S Oak St Kennewick, WA 99337
  - **Parcel #:** 105802010280001
- **Address:** 203 S Oak St Kennewick, WA 99337
  - **Parcel #:** 105802010280002
- **Address:** 211 S Oak St Kennewick, WA 99336
  - **Parcel #:** 105802020009001
- **Address:** 1619 E 3rd Ave Kennewick, WA 99337
  - **Parcel #:** 105802020010002

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

Does not apply. Zone change request only.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

No. Zone change request only.

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.

Does not apply. Zone change request only.

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

Does not apply. Zone change request only.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? Does not apply. Zone change request only.

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

Does not apply. Zone change request only.

2. Air

a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known. Does not apply. Zone change only.

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. Does not apply. Zone change only.

c. Proposed measures to reduce or control emissions or other impacts to air, if any: Does not apply. Zone change only.

3. **Water**

a. Surface Water:

1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into. No. Zone change only.

2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans. No. Zone change only.

3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material. None. Zone change only

4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known. No. Zone change only.

5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan. No. Zone change only.

6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge. No. Zone change only.

b. Ground Water:

1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known. No. Zone change only.

2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals…; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve. None. Zone change only.

c. Water runoff (including stormwater):

1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe. None. Zone change only.

2) Could waste materials enter ground or surface waters? If so, generally describe. No. Zone change only.

3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe. No. Zone change only.

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any: Does not apply. Zone change only.

4. Plants

a. Check the types of vegetation found on the site:

- ____ Deciduous tree *(alder, maple, aspen, other)*
- _X_ Evergreen tree *(fir, cedar, pine, other)*
- _X_ Shrubs
- _X_ Grass
- _X_ Pasture
- ____ Crop or grain
- ____ Orchards, vineyards or other permanent crops
- ____ Wet soil plants *(cattail, buttercup, bullrush, skunk cabbage, other)*
- ____ Water plants *(water lily, eelgrass, milfoil, other)*
- ____ Other types of vegetation

b. What kind and amount of vegetation will be removed or altered? None. Zone change only.

c. List threatened and endangered species known to be on or near the site. None. Zone change only.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: Does not apply, Zone change only.

e. List all noxious weeds and invasive species known to be on or near the site. None. Zone change only.

5. Animals

a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. Examples include: birds: hawk, heron, eagle, songbirds, other; mammals: deer, bear, elk, beaver, other; fish: bass, salmon, trout, herring, shellfish, other. Does not apply, Zone change only.

b. List any threatened and endangered species known to be on or near the site. None. Zone change only.

c. Is the site part of a migration route? If so, explain. Does not apply. Zone change only.

d. Proposed measures to preserve or enhance wildlife, if any: Does not apply. Zone change only.

e. List any invasive animal species known to be on or near the site.

6. Energy and Natural Resources

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. None. Zone change only.

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe. No. Zone change only.

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any: Does not apply. Zone change only.

7. Environmental Health

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe. No. Zone change only.

1) Describe any known or possible contamination at the site from present or past uses. None. Zone change only.

2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity. None. Zone change only.

3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.
None. Zone change only.

4) Describe special emergency services that might be required.
None. Zone change only.

5) Proposed measures to reduce or control environmental health hazards, if any:
Does not apply. Zone change only.

b. Noise

1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? None. Zone change only.

2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site. None. Zone change only

3) Proposed measures to reduce or control noise impacts, if any: Does not apply. Zone change only.

8. Land and Shoreline Use

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe. The properties are currently

used as residential homes. Adjacent properties are a mix of residential homes and businesses. A zone change to residential/ UGAR will not affect the adjacent properties.

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?

No. Zone change only.

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how: No. Zone change only.

c. Describe any structures on the site. Each propety varies, but each property has a home with varrou outbuildings (sheds, garges, barns etc.)

d. Will any structures be demolished? If so, what? No.

e. What is the current zoning classification of the site? Light Industrial

f. What is the current comprehensive plan designation of the site? Low Density Residential

g. If applicable, what is the current shoreline master program designation of the site? Does not apply. Zone change only.

h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

No.

i. Approximately how many people would reside or work in the completed project? Does not apply. Zone change only.

j. Approximately how many people would the completed project displace? None. Zone change only.

k. Proposed measures to avoid or reduce displacement impacts, if any: Does not apply. Zone change only.

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: Proposal is compatible with the existing and projected land uses and plans.

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any: Does not apply. Zone change only.

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low income housing. Does not apply. Zone change only.

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low income housing. None. Zone change only.

c. Proposed measures to reduce or control housing impacts, if any: Zone change proposal will help support/keep the current low/middle income homes that are on the properties.

10. Aesthetics

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? Does not apply. Zone change only.

b. What views in the immediate vicinity would be altered or obstructed? None. Zone change only.

c. Proposed measures to reduce or control aesthetic impacts, if any: Does not apply. Zone change only.

11. Light and Glare

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

None. Zone change only.

b. Could light or glare from the finished project be a safety hazard or interfere with views?

No. Zone change only.

c. What existing off-site sources of light or glare may affect your proposal?

d. Proposed measures to reduce or control light and glare impacts, if any: None. Zone change only.

12. Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity?

None.

b. Would the proposed project displace any existing recreational uses? If so, describe.

No. Zone change only.

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: Does not apply. Zone change only.

13. Historic and cultural preservation

a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers ? If so, specifically describe.

No.

b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

No.

c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

Does not apply. Zone change only.

d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

Does not apply. Zone change only.

14. Transportation

a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.

Does not apply. Zone change only.

b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?

No. Approximately 1-2 miles.

c. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).

No. Zone change only.

d. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe. No. Zone change only.

e. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?

None. Zone change only.

f. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

No. Zone change only.

g. Proposed measures to reduce or control transportation impacts, if any: Does not apply. Zone change only.

15. Public Services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.

No. Zone change only.

b. Proposed measures to reduce or control direct impacts on public services, if any.

Does not apply. Zone change only.

16. Utilities

a. Circle utilities currently available at the site:

electricity, natural gas, water, refuse service, telephone, sanitary sewer system, other

Septic system, wells

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

None. Zone change only.

C. SIGNATURE

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: Courtney Raeder

Name of Signee Courtney Raeder

Position and Agency/Organization Applicant

Date Submitted:

D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS

(**IT IS NOT REQUIRED** to use this sheet for project actions)

- Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.
- When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?
A residential use and zoning would have less of an impact on the above listed concerns than an industrial use / zoning. The properties are already being used as residential homes so no changes would occur.

   a. Proposed measures to avoid or reduce such increases are:
No proposed measures.

2. How would the proposal be likely to affect plants, animals, fish, or marine life? A residential use / zoning would have less of an impact on the above listed concerns than an industrial use / zoning. The properties are already being used as residential so no changes would occur.

   a. Proposed measures to protect or conserve plants, animals, fish, or marine life are:
No proposed measures.

3. How would the proposal be likely to deplete energy or natural resources?
A residential use / zoning would have less of an impact on the above listed concerns than an industrial use / zoning. The properties are already being used as residential so no changes would occur.

   a. Proposed measures to protect or conserve energy and natural resources are:
No proposed measures.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?
A residential use/zoning would have less of an impact on the above listed concerns than an industrial use/zoning. The properties are already being used as residential so no changes would occur.

   a. roposed measures to protect such resources or to avoid or reduce impacts are:
No proposed measures.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

A residential use/zoning would have less of an impact on the above listed concerns than an industrial use/zoning. The properties are already being used as residential so no changes would occur.

a. Proposed measures to avoid or reduce shoreline and land use impacts are: No proposed measures.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

The proposal would not increase demands.

a. Proposed measures to reduce or respond to such demand(s) are: No proposed measures.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

No.

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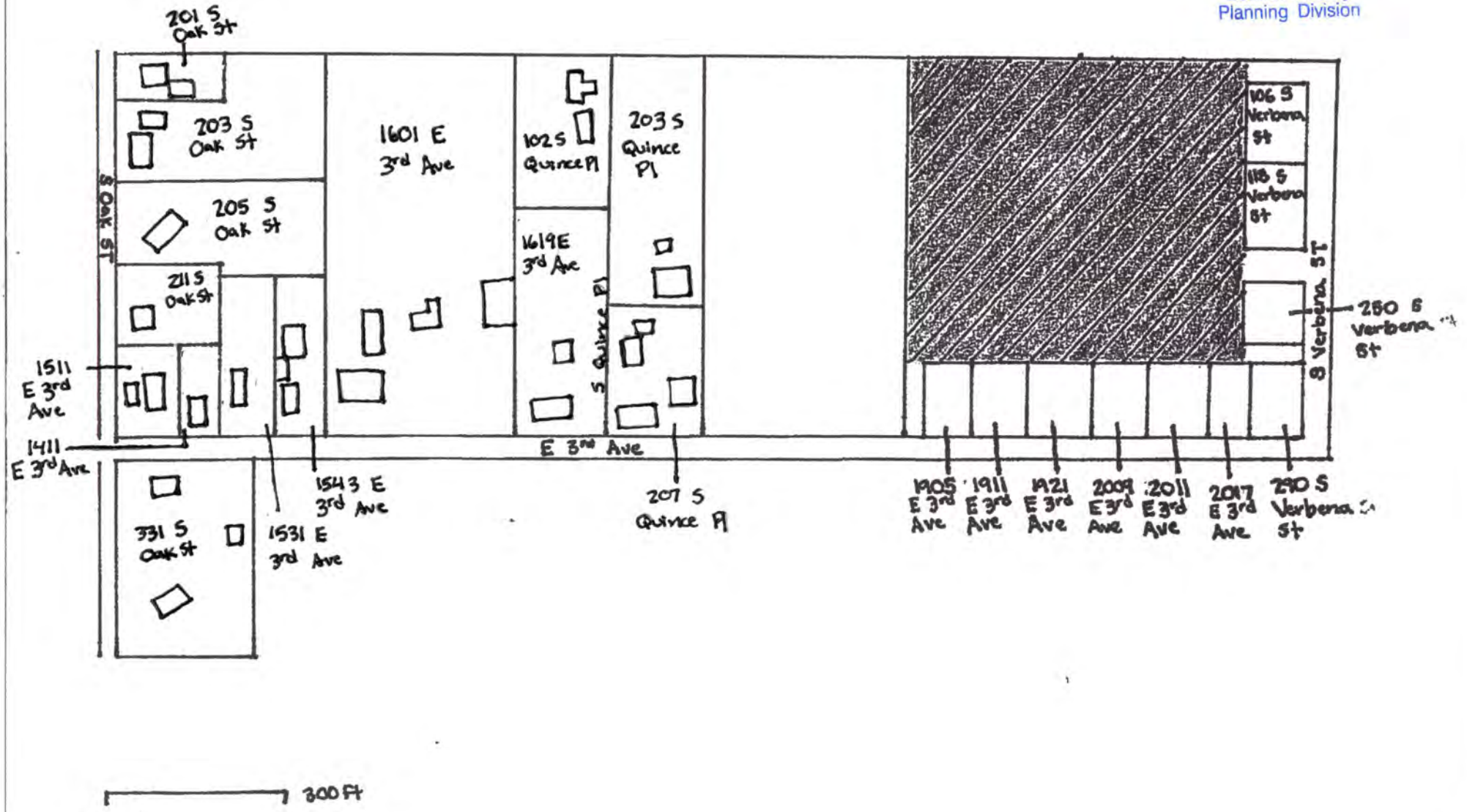
Planning Division



RECEIVED
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Benton County
Planning Division

Legal Descriptions

- **Address:** 331 S Oak St Kennewick, WA 99337
  - **Legal Description:** SHORT PLAT #158, LOT 2
- **Address:** 205 S Oak St Kennewick, WA 99337
  - **Legal Description:** A PORTION OF LOT 2, SHORT PLAT NO. 280, ACCORDING TO THE SURVEY THEREOF RECORDED UNDER AUDITOR'S FILE NO. 716802, RECORDS OF BENTON COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTH 154 FEET OF THE NORTH 376 FEET OF THE WEST 5 ACRES OF TRACT 9: CHICAGO TEN ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 46, RECORDS OF BENTON COUNTY, WASHINGTON; EXCEPT THE SOUTH 15 FEET OF THE WEST 165 FEET OF THE NORTH 376 FEET OF SAID TRACT 9, (ALSO KNOWN AS TRACT 2-B OF SURVEY NO. 657 RECORDED UNDER AUDITOR'S FILE NO. 835733.)
- **Address:** 1511 E 3rd Ave Kennewick, WA 99337
  - **Legal Description:** CHICAGO TEN-ACRE TRACTS: THE SOUTH 142 FEET OF THE WEST 105 FEET OF TRACT 9. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD
- **Address:** 1411 E 3rd Ave Kennewick, WA 99336
  - **Legal Description:** CHICAGO TEN-ACRE TRACTS: THE SOUTH 142 FEET OF THE WEST 165 FEET OF TRACT 9: LESS THE WEST 105 FEET THEREOF. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD
- **Address:** 1531 E 3rd Ave Kennewick, WA 99337
  - **Legal Description:** CHICAGO TEN-ACRE TRACTS: THE WEST 82.5 FEET OF THE EAST 165 FEET OF THE SOUTH 264 FEET OF THE WEST 5 ACRES OF TRACT 9
- **Address:** 1543 E 3rd Ave Kennewick, WA 99336
  - **Legal Description:** CHICAGO TEN-ACRE TRACTS: THE EAST 82.5 FEET OF THE SOUTH 264 FEET OF THE WEST 5 ACRES OF TRACT 9
- **Address:** 1601 E 3rd Ave Kennewick, WA 99337
  - **Legal Description:** CHICAGO TEN-ACRE TRACTS: TRACT 9, EXCEPT THE WEST 5 ACRES
- **Address:** 102 S Quince Pl Kennewick, WA 99336
  - **Legal Description:** THE NORTH TWO HUNDRED SIXTY-FOUR (264) FEET OF THE WEST ONE-HALF(½) OF THE WEST ONE-HALF(½) OF TRACT TEN (10), CHICAGO TEN-ACRE TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE 46, RECORDS OF BENTON COUNTY, TOGETHER WITH AN EASEMENT FORROAD PURPOSES OVER THE WEST TEN (10) FEET OF THE EAST HALF(½) OF THE WEST HALF(½) OF SAID TRACT TEN (10), AND AN EASEMENT FORROAD PURPOSES OVER THE WEST TEN (10) FEET OF THE WEST HALF(½) OF THE WEST HALF(½) OF SAIDTRACTTEN (10). PARCELNO. 1-0580-202-0010-001
- **Address:** 203 S Quince Pl Kennewick, WA 99337
  - **Legal Description:** CHICAGO TEN-ACRE TRACTS: THE EAST 154.69 FEET OF THE WEST 319.69 FEET OF TRACT 10, EXCEPT THE SOUTH 244 FEET THEREOF. TOGETHER WITH ROAD EASEMENTS. SUBJECT TO ROAD EASEMENTS
- **Address:** 207 S Quince Pl Kennewick, WA 99337
  - **Legal Description:** THE SOUTH 244 FEET OF THE EAST 154.69 FEET OF THE WEST 319.69 FEET OF TRACT 10, CHICAGO TEN ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IS VOLUME 1 OF PLATS, AT PAGE 46, RECORDS OF BENTON COUNTY, WASHINGTON APN#: 1-0580-202-0010-004
- **Address:** 201 S Oak St Kennewick, WA 99337
  - **Legal Description:** SHORT PLAT #280, LOT 1

Community Development Department
Prosser Office:620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.bentoncountywa.gov

Planning Division
(509) 786-5612
planning.department@co.benton.wa.us
102206 E Wiser Parkway, Kennewick, WA 99338

NOTICE OF PUBLIC HEARING

NOTICE OF HEARING BEFORE THE BENTON COUNTY PLANNING COMMISSION in the matter of county planning at a regular meeting on April 9, 2024, at 6:00 p.m., via in person and virtual meeting format in the Meeting Room on the first floor of the Courthouse, 620 Market Street, Prosser WA. The entry to the meeting room is located off Main Street on the East side of the Courthouse. To find information on virtual attendance options, including streaming video, WebEx video conferencing and telephone, please visit www.tinyurl.com/BCPublicNotice.

NOTICE IS HEREBY GIVEN that public comment will be taken on the following proposed application before the Planning Commission at this meeting:

ZC 2024-001 - A proposal by Courtney Raeder, requesting a change in the zoning designation from Light Industrial to Urban Growth Area Residential on fourteen parcels located within the City of Kennewick Urban Growth Area. The project is located west of the intersection of S. Oak St. and 3rd Avenue in Kennewick in unincorporated Benton County, in the Northwest Quarter of Section 5, Township 8 North, Range 30 East, W.M. on parcel #'s: 105803010158002, 105802020009002, 105802020009004, 10580202000900, 105802020010003, 105802010280001, 105802020009001, 105802010280003, 105802020009003, 105802020009005, 105802020010001, 105802020010004, 105802010280002, and 105802020010002.

NOTICE IS FURTHER GIVEN that the proposed zone change application has been reviewed under the requirements of the State Environmental Policy Act and Determinations of Non-Significance (DNS) was issued on March 11, 2024. Accordingly, an Environmental Impact Statement was not required for this proposal. Any comments regarding the determination and the environmental impacts of the proposal can be made at the Planning Commission Hearing or in writing to the Benton County Planning Division by 3 p.m. on Monday, April 8, 2024.

At this hearing, the Planning Commission may recommend approval or disapproval of the proposal to the Benton County Board of Commissioners. All parties concerned may present any support or objections for the application. Information concerning the application can be obtained at the Benton County Planning Division, by calling 736-3086 (Tri-Cities) or 786-5612 (Prosser) or by visiting www.tinyurl.com/BCPublicNotice.

Dated this 20th day of March 2024.

Martin Sheeran, Chairman
Benton County Planning Commission

Michelle Mercer, Manager
Planning Division

PUBLISH: March 27, 2024

Nikki Relyea

From: Anthony Muai <anthony.muai@ci.kennewick.wa.us>
Sent: Friday, February 16, 2024 4:33 PM
To: Planning Department
Subject: [EXTERNAL] RE: Agency Review EA 2024-005 - Raeder

Kennewick has no comments.

Thank you,

Anthony Muai, AICP
Community Planning Director
Community Planning Department
City of Kennewick
O: 509.585.4386 | F: 509.585.4442
anthony.muai@ci.kennewick.wa.us

From: Planning Department <Planning.Department@co.benton.wa.us>
Sent: Thursday, February 15, 2024 2:48 PM
To: Benton Clean Air Agency - Tyler Thompson <tyler.thompson@bentoncleanair.org>; Benton Clean Air Agency - Noah Lee <noah.lee@bentoncleanair.org>; john.lyle@bentoncleanair.org; Brad O'Brien <Brad.Obrien@co.benton.wa.us>; Troy Taylor <Troy.Taylor@co.benton.wa.us>; Gary Tiplady <Gary.Tiplady@co.benton.wa.us>; Cristina Woods <Cristina.Woods@co.benton.wa.us>; sepa@bfhd.wa.gov; Futurewise - Tim Trohimovich <tim@futurewise.org>; alex@futurewise.org; Bureau of Land Management - Spokane Bureau of Land Management (BLM_OR_SP_Mail@blm.gov) <BLM_OR_SP_Mail@blm.gov>; Scott LoParco <scott@bentonone.org>; lonnie@bentonone.org; Environmental Review, Inc. - Tom Price <envreview@gmail.com>; WA Dept of Archaeology and Historic Preservation (sepa@dahp.wa.gov) <sepa@dahp.wa.gov>; WA Dept of Ecology - SEPA Register <separegister@ecy.wa.gov>; WA Dept of Fish and Wildlife - Region 3 SEPA review (R3planning@dfw.wa.gov) <R3planning@dfw.wa.gov>; SEPA Review - Washington Dept of Health <SEPA.reviewteam@doh.wa.gov>; WA State Dept of Natural Resources - SEPA Center <sepacenter@dnr.wa.gov>; WA Dept of Transportation - SEPA Review - TDM Coordinator <scplanning@wsdot.wa.gov>; Confederated Tribes and Bands of the Yakama Nation - Thalia Sachtleber <enviroreview@yakama.com>; Confederated Tribes of the Umatilla Indian Reservation - Carey Miller <CareyMiller@ctuir.org>; Confederated Tribes of the Umatilla Indian Reservation - Ashley Morton <AshleyMorton@ctuir.org>; Steve Donovan <Steve.Donovan@ci.kennewick.wa.us>; Anthony Muai <anthony.muai@ci.kennewick.wa.us>
Subject: Agency Review EA 2024-005 - Raeder

Good afternoon,

The Benton County Planning Department has prepared a Notice of Application in accordance with the State Environmental Policy Act Regulation. This NOA for Project #EA 2024-005 is for Courtney Raeder, who is proposing to change the zoning designation of fourteen (14) parcels within the City of Kennewick's Urban Grown Area from Light Industrial to Urban Growth Residential District (UGAR). It is being circulated for review by all agencies with jurisdiction. We appreciate your review of the proposal and return comments no later than ***March 6, 2024.*** This proposal will not be acted on before that time.

Community Development
Building Division
102206 E. Wiser Parkway
Kennewick, WA 99338

Fire Marshal
Gary Tiplady
(509) 735-3500
Gary.Tiplady@co.benton.wa.us

PCM 1.11

Fire Marshal Comments:

Date: February 23, 2024

Parcel #: 14 parcels within City of Kennewick

Nikki,

From the perspective of the Fire Marshal, I have no comments regarding EA 2024-005.

If you have questions on these requirements, please, feel free to contact the County Fire Marshal at (509) 735-3500. Ext 2411.

Re: EA 2024-005, Raeder

Gary Tiplady
Benton County Fire Marshal
Building Inspector II
509-735-3500
Gary.Tiplady@co.benton.wa.us

Nikki Relyea

From: Cristina Woods
Sent: Thursday, February 22, 2024 2:13 PM
To: Planning Department
Subject: RE: Agency Review EA 2024-005 - Raeder

Good afternoon

Public Works has no comments.

Thank you.

Cristina Woods,PE • *Civil Engineer I*
Benton County Public Works
102206 Wiser Parkway , Kennewick WA, 99338
(509) 786-5611 Ext: 5684

From: Planning Department <Planning.Department@co.benton.wa.us>
Sent: Thursday, February 15, 2024 2:48 PM
To: Benton Clean Air Agency - Tyler Thompson <tyler.thompson@bentoncleanair.org>; Benton Clean Air Agency - Noah Lee <noah.lee@bentoncleanair.org>; john.lyle@bentoncleanair.org; Brad O'Brien <Brad.Obrien@co.benton.wa.us>; Troy Taylor <Troy.Taylor@co.benton.wa.us>; Gary Tiplady <Gary.Tiplady@co.benton.wa.us>; Cristina Woods <Cristina.Woods@co.benton.wa.us>; sepa@bfhd.wa.gov; Futurewise - Tim Trohimovich <tim@futurewise.org>; alex@futurewise.org; Bureau of Land Management - Spokane Bureau of Land Management (BLM_OR_SP_Mail@blm.gov) <BLM_OR_SP_Mail@blm.gov>; Fire District # 1 - Scott <scott@bentonone.org>; lonnie@bentonone.org; Environmental Review, Inc. - Tom Price <envreview@gmail.com>; WA Dept of Archaeology and Historic Preservation (sepa@dahp.wa.gov) <sepa@dahp.wa.gov>; WA Dept of Ecology - SEPA Register <separegister@ecy.wa.gov>; WA Dept of Fish and Wildlife - Region 3 SEPA review (R3planning@dfw.wa.gov) <R3planning@dfw.wa.gov>; SEPA Review - Washington Dept of Health <SEPA.reviewteam@doh.wa.gov>; WA State Dept of Natural Resources - SEPA Center <sepacenter@dnr.wa.gov>; WA Dept of Transportation - SEPA Review - TDM Coordinator <scplanning@wsdot.wa.gov>; Confederated Tribes and Bands of the Yakama Nation - Thalia Sachtleber <enviroreview@yakama.com>; Confederated Tribes of the Umatilla Indian Reservation - Carey Miller <CareyMiller@ctuir.org>; Confederated Tribes of the Umatilla Indian Reservation - Ashley Morton <AshleyMorton@ctuir.org>; Steve Donovan <Steve.Donovan@ci.kennewick.wa.us>; anthony.muai@ci.kennewick.wa.us
Subject: Agency Review EA 2024-005 - Raeder

Good afternoon,

The Benton County Planning Department has prepared a Notice of Application in accordance with the State Environmental Policy Act Regulation. This NOA for Project #EA 2024-005 is for Courtney Raeder, who is proposing to change the zoning designation of fourteen (14) parcels within the City of Kennewick's Urban Grown Area from Light Industrial to Urban Growth Residential District (UGAR). It is being circulated for review by all agencies with jurisdiction. We appreciate your review of the proposal and return comments no later than ***March 6, 2024.*** This proposal will not be acted on before that time.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 14, 2024
Subject:	Comprehensive Plan Amendment - CPA 2024-001 by Benton County Planning
Presenter:	Michelle Mercer, Planning Manager
Prepared By:	Brittany Merrill
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

The applicant, Benton County Planning Division, submitted application CPA 2024-001 requesting to clarify and amend two sections of the Benton County Comprehensive Plan related to the Open Space Conservation Land Use Designation. The application proposes to amend Section 3.3.5 to clarify the description of the Open Space Conservation Land Use Designation and Table 3.4 to amend the zoning classification which implements the Open Space Conservation Land Use Designation.

The intent of the changes to Section 3.3.5 is to clarify that the Open Space Land Use designation may apply to either private or public ownership and that the properties must be voluntarily held in a conservation easement or land trust. The changes to Table 3.4 change the implementing zoning district from Rural Lands 5-Acre to Open Space Conservation zoning district for increased consistency.

On April 9, 2024, at the conclusion of an Open Record Hearing, the Planning Commission voted unanimously to forward a recommendation of approval for the proposed Comprehensive Plan Amendment to the Board of County Commissioners subject to the Planning Commission's suggested seven (7) Findings of Fact.

Fiscal Impact

None known at this time.

Recommendation

It is the recommendation of the Benton County Planning Division and the Planning Commission that Planning casefile application, CPA 2024-001, be approved with the suggested seven (7) Findings of Fact.

Suggested Motion

I move that the Board of County Commissioners adopt the Planning Commission's recommendation, findings, and conclusions as the Board's own and approve to modify the Comprehensive Plan Amendment request CPA 2024-001.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY PLANNING RE: COMPREHENSIVE PLAN AMENDMENT APPLICATION, CPA 2024-001, BY THE BENTON COUNTY PLANNING DIVISION TO CLARIFY AND AMEND TWO (2) SECTIONS OF THE BENTON COUNTY COMPREHENSIVE PLAN RELATED TO THE OPEN SPACE CONSERVATION LAND USE DESIGNATION.

WHEREAS, Benton County adopted its current Comprehensive Plan in 2018 with the completion of its required periodic update process; and

WHEREAS, pursuant to RCW 36.70A.106, Benton County provided notice of intent to the Washington State Department of Commerce to adopt a proposed comprehensive plan amendment under the Growth Management Act; and

WHEREAS, the Benton County Planning Commission conducted an Open Record Hearing for CPA 2024-001 on April 9, 2024 to consider the application by the Benton County Planning Division and considered all evidence and testimony submitted at the public hearing and after discussion, voted to forward the proposed amendment to the Board of County Commissioners with a positive recommendation; and

WHEREAS, the Planning Commission recommendation of approval is set forth in the Planning Commission's Recommendation, Findings of Fact and Conclusions incorporated hereby by reference (BCCM 1.3), that are found in File # CPA 2024-001, located in the Planning Division; and

WHEREAS, notice of Open Record Hearing before the Board of County Commissioners was published in the Prosser Record Bulletin on May 1, 2024; put on the County website and sent to the applicants and interested parties on April 24, 2024, as noted in the file maintained in the Planning Division; and

WHEREAS, the Board of County Commissioners conducted an Open Record Hearing on Tuesday, May 14, 2024, at 9:00 a.m. in the Commissioners Hearing Room, Benton County Administration building, 7122 W. Okanogan Place, Building E, 3rd floor Ste. 330, Kennewick, Washington to consider the above proposed application for a Comprehensive Plan Amendment; and

WHEREAS, after consideration of the above-mentioned request and review of the Planning Commission record, staff recommendations and all written and oral comments submitted at the public hearing, the Board of County Commissioners adopted the Planning Commission's Findings of Fact as their own and it appears to be in the best interest of the public to approve Planning application CPA 2024-001; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby approves the Comprehensive Plan Amendment application, CPA 2024-001 amending Section 3.3.5 and Table 3.4 of the Benton County Comprehensive Plan related to the Open Space Conservation land use designation and amending Appendix A – Map Folio Figure 5 - 2017 Periodic Update Land Use Designations Map (BCCM 1.3) to reflect these changes.

Dated this 14th day of May, 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: BOCC BM
cc: PLN

EXHIBIT LIST FOR CPA 2024-001/EA 2024-001
Comprehensive Plan Amendment

			DATED
Planning Commission Memo Exhibit List - April 9, 2024			
PCM 1 Includes:	PCM 1.1	Staff Report	March 27, 2024
	PCM 1.2	CPA 2024-001 Text Changes to Sec. 3.3.5 and Table 3.4	
	PCM 1.3	CPA 2024-001 Application	October 6, 2023
	PCM 1.4	Draft Open Space Conservation District Zoning Ordinance Amendment	
	PCM 1.5	Draft Official Zoning Map w/ proposed zone change to Open Space Conservation District	
	PCM 1.6	Written Determinaton of Completeness CPA 2024-001 and EA 2024-001	Olctober 7, 2023
		SEPA INFORMATION	
	PCM 1.7	Environmental Checklist EA 2024-001	October 6, 0223
	PCM 1.8	Determination of Non Significance	February 21, 2024
		HEARING NOTICES	
	PCM 1.9	Notice of Public Hearing	March 20, 2024
	PCM 1.10	Notice of 2024 Comp. Plan Amendment Docket	January 17, 2024
		COMMENTS	
	PCM 1.11	Benton Co. Public Works	March 5, 2024
Board of County Commissioners Memo Exhibit List - May 14, 2024			
BCCM 1	BCCM 1.1	Board of County Commissioners Agenda Sheet	April 29, 2024
Includes:	BCCM 1.2	Board of County Commissioners Resolution	
	BCCM 1.3	Planning Commission Recommendation, Findings of Fact and Conclusions	April 9, 2024
	BCCM 1.4	Board of County Commissioners Open Record Appeal Hearing Legal Notification	April 9, 2024
	BCCM 1.5	Planning Commission Audio Recording	April 9, 2024

The Exhibit Numbers are found in the Top Right Hand Corner of each document.
PCM = Planning Commission Memo Exhibits
PCH = Planning Commission Hearing Exhibits
BCCM = County Commissioner Memo Exhibits

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

Comprehensive Plan Amendment CPA 2024-001

Applicant:
Benton County Community Development Department
Planning Division

Subject Parcels:
The application is not a parcel specific as it is a county-wide proposal.

APPLICATION DESCRIPTION

A Comprehensive Plan Amendment to clarify and amend the text of the Benton County Comprehensive Plan

Existing Comprehensive Plan Text:
Section 3.3.5 Open Space Conservation
Open Space Conservation lands are recognized as areas having critical resources and ecosystems with unique characteristics that support: significant habitats for migratory birds, fish, and wildlife; natural riverine functions and aquatic environments; botanical inventory; water quality and flood retention. Open Space Conservation designated areas provide significant natural functions and benefits to natural resources and the public and should be protected from destruction, conversion, and encroachment by incompatible uses. These areas may also provide limited recreational and educational opportunities for the public. These areas are held under conservation easements with state or federal agencies. Barker Ranch, which is located adjacent to the Yakima River near West Richland, is the only area in the County that currently has this designation".

Proposed Comprehensive Plan Text:
Section 3.3.5 Open Space Conservation
Open Space Conservation lands are recognized as areas having critical resources and ecosystems with unique characteristics that support significant habitats for migratory birds, fish, and wildlife; natural riverine functions and aquatic environments; botanical inventory; water quality and flood retention. Open Space Conservation designated areas provide significant natural functions and benefits to natural resources and the public and should be protected from destruction, conversion, and encroachment by incompatible uses. These areas may also provide limited recreational and educational opportunities for the public. ~~These areas are held under conservation easements with state or federal agencies. Barker Ranch, which is located adjacent to the Yakima River near West Richland, is the only area in the County that currently has this designation~~ Open Space Conservation lands can be public or private property, and must be held under conservation easements with local, state, or federal agencies or land trusts. Open Space Conservation designations are voluntary in nature for property owners.

Existing Comprehensive Plan Text:
Table 3.4 Land Use Implementation by Zoning

Land Use	Zoning
Urban	Urban Growth Area Residential
Hanford	Unclassified
Hanford Reach	Unclassified
Growth Management Act Agriculture	Growth Management Act Agriculture
Open Space Conservation	Rural Lands 5
Public	Park District
Rural Transition	Rural Lands 1
Rural Remote	Rural Lands 5
Rural Resource	Rural Lands 20
Rural Community Center	Community Center Residential, Community Commercial
Rural Commercial	Interchange Commercial, General Commercial
Rural Industrial	Light Industrial, Heavy Industrial

Proposed Comprehensive Plan Text:
Table 3.4 Land Use Implementation by Zoning

Land Use	Zoning
Urban	Urban Growth Area Residential
Hanford	Unclassified
Hanford Reach	Unclassified
Growth Management Act Agriculture	Growth Management Act Agriculture
Open Space Conservation	~~Rural Lands 5~~ Open Space Conservation
Public	Park District
Rural Transition	Rural Lands 1
Rural Remote	Rural Lands 5
Rural Resource	Rural Lands 20
Rural Community Center	Community Center Residential, Community Commercial
Rural Commercial	Interchange Commercial, General Commercial
Rural Industrial	Light Industrial, Heavy Industrial

RECOMMENDATION OF THE
BENTON COUNTY PLANNING COMMISSION

RE: In the Matter of County Planning: relating to the Comprehensive Plan Amendment to the Open Space Conservation Land Use Designation.

File No. CPA 2024-001
RECOMMENDATION, FINDINGS OF FACT AND CONCLUSIONS

RECOMMENDATION

CPA 2024-001; A Comprehensive Plan Amendment to clarify and amend two (2) sections of the Benton County Comprehensive Plan related to the Open Space Conservation Land Use Designation is hereby recommended to be **APPROVED**. This action is based upon the following findings pursuant to RCW 58.17.110.

RESOLUTION

WHEREAS, the legal notification pursuant to RCW 36.70A.130 was given on March 27, 2024, in the Prosser Record Bulletin; and,

WHEREAS, the open record public hearing was held on April 9, 2022, at 6:00 p.m., in the Planning Hearing Room, First Floor, Courthouse, 620 Market St., Prosser, WA 99350; and,

WHEREAS, the Planning Commission was available to receive public testimony, exhibits, and answer questions in the public portion of the hearing with the public being able to attend and comment through video and telephonic access to the meeting. The meeting was also broadcast through streaming video to allow the public to view the meeting; and,

WHEREAS, the following members attended the meeting Martin Sheeran, Brian Skeels, Robert Mendez, Kelly Hanson and Lloyd Coughlin; and,

WHEREAS, all those who testified and those public hearing exhibits that were received into evidence are identified in the minutes for the hearing on April 9, 2024; and,

WHEREAS, the Planning Commission considered all testimony and, after questions to those giving testimony, closed the public hearing; and,

WHEREAS, the Planning Commission at the open record public hearing considered the evidence submitted and voted to recommend approval with the findings of fact as outlined in the staff memo dated March 27, 2024; and,

WHEREAS, the Planning Commission is entering its written findings, conclusions and recommendations concerning this matter, and is forwarding the same to the Board of County Commissioners.

FINDINGS OF FACT

1. Comprehensive Plan Amendment application 2024-001 proposes an amendment to Section 3.3.5 to clarify the description of what constitutes the open space conservation land use designation and in Table 3.4, the application amends the zoning classification that implements the open space conservation designation.

2. The intent of the changes in Section 3.3.5 is to clarify that the Open Space land use designation may apply to land with either public and private ownership, the properties must be held in a conservation easement or land trust, and to further to make sure the public is aware that this designation is completely voluntary.

3. The intent of the changes to Table 3.4 is to clarify the zoning classification that implements the open space conservation designation by changing the implementing zoning classification from Rural Lands 5 Zoning District to Open Space Conservation Zoning District which ensures consistency between both the land use and zoning designation.

4. Public notice and application requirements have been completed for the Comprehensive Plan Amendment request as follows:

   A. Legal notification for the 2024 Comprehensive Plan Amendment Docket was published in the Prosser Record Bulletin on January 17, 2024.

   B. The application for CPA 2024-001 was submitted to the Benton County Planning Division October 6, 2023.

   C. The application was declared complete for processing on October 7, 2023.

   D. An Environmental Checklist (EA 2024-001) was submitted on October 6, 2023, and a Determination of Non-Significance was issued on February 21, 2024, with a 14-day comment period.

   E. The application documents were distributed to reviewing agencies on February 22, 2024.

   F. The application documents were provided to the Washington State Department of Commerce on February 22, 2024, through their on-line submittal system, initiating their 60-day review. (WA Dept. of Commerce: Submittal ID: 2024-S-6892)

   G. Legal notification for the Planning Commission public hearing was published on March 27, 2024, in the Prosser Record Bulletin.

   H. Notice of the Planning Commission public hearing was emailed/mailed to property owner of record within 300 feet of the proposal on March 22, 2024.

   I. The Planning Commission public hearing is scheduled for April 9, 2024.

5. The application for CPA 2024-001 is consistent with RCW 36.70A, the Growth Management Act.

6. The application for CPA 2024-001 is consistent with the goals and policies of the Benton County Comprehensive Plan.

7. The application further implements Benton County Comprehensive Plan, Section 2, PL Goal 3, Policy 2 to encourage the public and/or private acquisition of the prominent ridges within unincorporated Benton County as Open Space Conservation, in order to preserve views, protect native habitat, and provide for public access and recreation associated with these landscapes.

THEREFORE, BE IT RESOLVED THAT THE BENTON COUNTY PLANNING COMMISSION, through its chairman, adopts these findings and conclusions with respect to File No. CPA 2024-001, and hereby recommends APPROVAL to the Board of County Commissioners for amendments to the Benton County Comprehensive Plan, including two (2) sections of the Benton County Comprehensive Plan related to the Open Space Conservation Land Use Designation, specifically, Section 3.3.5 to clarify the description of what constitutes the Open Space Conservation land use designation, and in Table 3.4, the application amends the zoning classification that implements the open space conservation designation.

4/9/2024

MARTIN SHEERAN, Chairman DATE
BENTON COUNTY PLANNING COMMISSION

Community Development Department
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.bentoncountywa.gov

Planning Division
(509) 786-5612
Planning.department@co.benton.wa.us
102206 East Wiser Parkway, Kennewick, WA 99338

NOTICE OF PUBLIC HEARING

NOTICE OF HEARING before the Board of County Commissioners, in the matter of the proposed 2024 annual amendments to the Benton County Comprehensive Plan; pursuant to Washington State Planning Law RCW 36.70A.130.

NOTICE IS HEREBY GIVEN that public comment will be taken on the following proposed amendments to the Benton County Comprehensive Plan before the Board of County Commissioners on May 14, 2024, in the Commissioners' Hearing Room, Benton County Administration Building, 7122 W. Okanogan Place, Building E, 3rd Floor, Suite E-303 Kennewick, WA. At this hearing, the Board of County Commissioners may approve, or disapprove the amendments.

CPA 2024-001 - A proposal by Benton County to amend two (2) sections of the Benton County Comprehensive Plan related to the Open Space Conservation Land Use Designation. The application proposes to amend Section 3.3.5 and table 3.4.

CPA 2024-002 - A proposal by Spink Engineering on behalf of the City of Benton City to amend the land use designation of two (2) parcels in the Benton County Comprehensive Plan. The application proposes to amend the current land use designation of Rural Industrial for both parcels to a land use designation of Public for parcel 1-1396-401-1991-002 and a designation of Rural Remote for parcel 1-1394-401-1991-001.

NOTICE IS FURTHER GIVEN that the proposed Comprehensive Plan Amendments have been reviewed under the requirements of the State Environmental Policy Act and Determinations of Non-Significance (DNS) were issued on February 21, 2024 for both CPA 2024-001 and CPA 2024-002. Accordingly, Environmental Impact Statements were not required for these proposals. Any comments regarding these determinations and the environmental impacts of the proposals can be made at the Board of County Commissioners hearing or in writing to the Benton County Planning Division by 3 p.m. on Monday May 13, 2024.

To continue to provide citizens access to public meetings, Benton County in addition to in person attendance, will also be providing telephonic and video access for the public to view and provide testimony at public meetings. To find information on virtual attendance options, including streaming video, WebEx video conferencing and telephone, please visit https://tinyurl.com/BENCOHRG

Comments regarding the proposed amendments or SEPA determinations of the proposals may also be submitted in writing to the Benton County Planning Division; 102206 E Wiser Parkway, Kennewick WA 99338 or via email to planning.department@co.benton.wa.us by 3 p.m. Monday, May 13, 2024. No individual with a disability shall be denied the benefit of participating in such meetings. If you wish to use auxiliary aids or require assistance to comment at a public meeting, please contact the Benton County Planning Division at least ten days prior to the meeting date to make arrangements for special needs.

Information concerning the applications can be obtained at the Benton County Planning Division, by calling 736-3086 (Tri-Cities) or 786-5612 (Prosser) or by visiting https://tinyurl.com/pubnotice
Dated this 24th day of April 2024.

Jerome Delvin, Chairman
Board of County Commissioners

Michelle Mercer, Manager
Planning Division

PUBLISH: May 1st, 2024

The Audio Recording of the Benton County Planning Commission hearing is available by accessing the April 9, 2024 Planning Commission meeting on the County Website.

https://www.bentoncountywa.gov/agendalist.aspx?categoryid= 1204

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

PCM 1.1

STAFF REPORT TO THE BENTON COUNTY PLANNING COMMISSION
Benton County Planning Division
Comprehensive Plan Amendment (Annual)

FILE NO: CPA 2024-001: Comprehensive Plan Amendment related to the Open Space Conservation Land Use Designation.

STAFF REPORT DATE: March 27, 2024

HEARING DATE: April 9, 2024

APPLICANT: Benton County Planning Division, 102206 E Wiser Parkway, Kennewick, WA 99336

OWNER: N/A

LOCATION: N/A

PROPERTY SIZE: N/A

AREA TO BE USED: N/A

LAND USE: N/A

COMP PLAN: N/A

ZONING: N/A

STAFF RECOMMENDATION: The Planning Division recommends that the Planning Commission forward to the Benton County Commissioners a recommendation to approve Benton County Comprehensive Plan Amendment **CPA 2024-001**, subject to the 7 Findings of Fact as outlined in this staff report.

APPLICATION DESCRIPTION

A Comprehensive Plan Amendment (CPA 2024-001) to clarify and amend two (2) sections of the Benton County Comprehensive Plan related to the Open Space Conservation Land Use Designation

The application proposes an amendment to Section 3.3.5 to clarify the description of what constitutes the Open Space Conservation land use designation, and in Table 3.4, the application amends the zoning classification that implements the open space conservation designation.

The intent of the changes in Section 3.3.5 is to clarify the Open Space land use designation may apply to land with either public and private ownership, the properties must be held in a conservation easement or land trust, and to further to make sure the public is aware that this designation is completely voluntary.

The amendments to Table 3.4 focus on the zoning classification that implements the open space conservation designation by changing the implementing zoning classification from Rural Lands 5 Zoning District to Open Space Conservation Zoning District which ensures consistency between both the land use and zoning designation.

Section 3.3.5 Open Space Conservation:

Existing Comprehensive Plan Text:
Open Space Conservation lands are recognized as areas having critical resources and ecosystems with unique characteristics that support significant habitats for migratory birds, fish, and wildlife; natural riverine functions and aquatic environments; botanical inventory; water quality and flood retention. Open Space Conservation designated areas provide significant natural functions and benefits to natural resources and the public and should be protected from destruction, conversion, and encroachment by incompatible uses. These areas may also provide limited recreational and educational opportunities for the public. These areas are held under conservation easements with state or federal agencies. Barker Ranch, which is located adjacent to the Yakima River near West Richland, is the only area in the County that currently has this designation".

Proposed Comprehensive Plan Text:
Open Space Conservation lands are recognized as areas having critical resources and ecosystems with unique characteristics that support significant habitats for migratory birds, fish, and wildlife; natural riverine functions and aquatic environments; botanical inventory; water quality and flood retention. Open Space Conservation designated areas provide significant natural functions and benefits to natural resources and the public and should be protected from destruction, conversion, and encroachment by incompatible uses. These areas may also provide limited recreational and educational opportunities for the public. ~~These areas are held under conservation easements with state or federal agencies. Barker Ranch, which is located adjacent to the Yakima River near West Richland, is the only area in the County that currently has this designation~~ Open Space Conservation lands can be public or private property, and must be held under conservation easements with local, state, or federal agencies or land trusts. Open Space Conservation designations are voluntary in nature for property owners.

Table 3.4 Land Use Implementation by Zoning

Existing Comprehensive Plan Text:

Land Use	Zoning
Urban	Urban Growth Area Residential
Hanford	Unclassified
Hanford Reach	Unclassified
Growth Management Act Agriculture	Growth Management Act Agriculture
Open Space Conservation	Rural Lands 5
Public	Park District

Land Use	Zoning
Rural Transition	Rural Lands 1
Rural Remote	Rural Lands 5
Rural Resource	Rural Lands 20
Rural Community Center	Community Center Residential, Community Commercial
Rural Commercial	Interchange Commercial, General Commercial
Rural Industrial	Light Industrial, Heavy Industrial

Proposed Comprehensive Plan Text:

Land Use	Zoning
Urban	Urban Growth Area Residential
Hanford	Unclassified
Hanford Reach	Unclassified
Growth Management Act Agriculture	Growth Management Act Agriculture
Open Space Conservation	~~Rural Lands 5~~ Open Space Conservation
Public	Park District
Rural Transition	Rural Lands 1
Rural Remote	Rural Lands 5
Rural Resource	Rural Lands 20
Rural Community Center	Community Center Residential, Community Commercial
Rural Commercial	Interchange Commercial, General Commercial
Rural Industrial	Light Industrial, Heavy Industrial

PUBLIC NOTICE

1. Legal notification for the 2024 Comprehensive Plan Amendment Docket was published in the Prosser Record Bulletin on January 17, 2024.

2. The application for CPA 2024-001 was submitted to the Benton County Planning Division October 6, 2023.

3. The application was declared complete for processing on October 7, 2023.

4. An Environmental Checklist (EA 2024-001) was submitted on October 6, 2023, and a Determination of Non-Significance was issued on February 21, 2024, with a 14-day comment period.

5. The application documents were distributed to reviewing agencies on February 22, 2024.

6. The application documents were provided to the Washington State Department of Commerce on February 22, 2024, through their on-line submittal system, initiating their 60-day review. (WA Dept. of Commerce: Submittal ID: 2024-S-6892)

7. Legal notification for the Planning Commission public hearing was published on March 27, 2024, in the Prosser Record Bulletin.

8. Notice of the Planning Commission public hearing was emailed/mailed to property owner of record within 300 feet of the proposal on March 22, 2024.

9. The Planning Commission public hearing is scheduled for April 9, 2024.

STATE ENVIRONMENTAL POLICY ACT

CPA 2021-004 has been reviewed under the requirements of the State Environmental Policy Act, and a Determination of Non-Significance (DNS) was issued on February 21, 2024, with a 14-day comment period ending on March 6, 2024. Copies of the Environmental Checklist, the Determination of Non-Significance, and the comments received from reviewing agencies are attached to this memorandum.

APPLICABLE STANDARDS/ORDINANCES

1. Benton County Code (BCC) 16.14.030, Comprehensive Plan – Amendments – Persons Eligible to Request Amendments – Applications.

2. Benton County Code (BCC) 16.14.040, Comprehensive Plan – Amendments – Public Notice of Deadline for Submittal of Complete Applications.

3. Benton County Code (BCC) 16.14.050 Comprehensive Plan – Amendments – Application Period.

4. Benton County Code (BCC) 16.14.060, Comprehensive Plan – Amendments – Documentation required for a complete application.

5. Benton County Code (BCC) 16.14.080, Comprehensive Plan – Amendments – Procedural Steps for Review of Proposed Amendments.

6. Benton County Comprehensive Plan, 1.7 Amendments to this Comprehensive Plan.

7. Benton County Comprehensive Plan, 2 Goals and Policies.

8. Benton County Comprehensive Plan, 3 Land Use Element.

9. Growth Management Act (GMA) – RCW 36.70A

AGENCY COMMENTS

1. The application documents were distributed to the following review agencies on February 22, 2024.

   Applicant
   News Media
   Kiona Irrigation District
   Kennewick Irrigation District
   Benton Irrigation District
   Columbia Irrigation District
   Sunnyside Valley Irrigation District

Roza Irrigation District
Badger Mountain Irrigation District
Benton Clean Air Authority
Benton County Building Department
WA Dept of Arch. & Historic Preservation
Benton County Fire Marshal
WA Department of Ecology -SEPA Register
Benton County Public Works Department
WA Department of Fish and Wildlife
Benton-Franklin Health District
WA Department of Health
Bureau of Land Management
WA Department of Natural Resources
Bureau of Reclamation
WA Department of Transportation
Confederated Tribes and Bands of the Yakama Nation
Confederated Tribes of the Umatilla Indian Reservation
City of Benton City
City of Kennewick
City of West Richland
City of Richland
City of Prosser
Tom Price, Environmental Review Inc.
Fire District #1
Fire District #2
Fire District #3
Fire District #4
Fire District #5
Fire District #6
Port of Benton
Port of Kennewick
Futurewise
Finley School District
Prosser School District
Benton City School District
Richland School District
Kennewick School District
Kiona-Benton School District
Benton Franklin Council of Governments
US Army Corps of Engineers
Dept. of Commerce
Ben Franklin Transit

2. No agency comments of significance were received.

CRITERIA FOR FINDINGS OF FACT

1. **Benton County Code (BCC) 16.14.030,** Comprehensive Plan – Amendments – Persons Eligible to Request Amendments – Applications.

(b) Applications to amend any portion of the County's Comprehensive Plan can be submitted at the direction of the Benton County Planning Commission, Benton County Board of County Commissioners, the Benton County Planning Director, any owner of property in unincorporated Benton County seeking an amendment that only affects that person's property, any resident of unincorporated Benton County supported by signatures of ten (10) residents of unincorporated Benton County, or any general or special purpose local government entity operating in Benton County pursuant to an adopted resolution of its legislative body or board of directors.

2. **Benton County Code (BCC) 16.14.040,** Comprehensive Plan – Amendments – Public Notice Deadline for submittal of Complete Application.

(a) Prior to October 1st of each year, the Planning Department shall place legal notices in the official county newspaper announcing the December 1st deadline for submitting complete applications for amendments to the Comprehensive Plan.

3. **Benton County Code (BCC) 16.14.050,** Comprehensive Plan – Amendments – Application Period.

(a) Subject to the exceptions found in RCW 36.70A.130(2)(a) and 36.70A.130.(2)(b), applications to amend the Comprehensive Plan shall only be accepted between October 1st and December 1st of any year, and all applications will be considered concurrently by the Board of County Commissioners in the calendar year that follows the year in which the application was submitted.

4. **Benton County Code (BCC) 16.14.060,** Amendments to the Benton County Comprehensive Plan – Amendments – Documentation required for a complete application.

(a) Within fourteen (14) days after receiving an application for amendment to the Comprehensive Plan, the County Planning Department shall review the application and place in the mail or personally deliver a written determination addressed to the applicant stating that the application is complete or that the application is incomplete and identifying what is necessary to make the application complete.

(b) All applications for amendment to the Comprehensive Plan must provide all information requested on the application form and include the following documentation:

(1) a complete environmental checklist in accordance with the State Environmental Policy Act (SEPA);

(2) an application fee as set by resolution of the Board of County Commissioners;

(3) a textual and graphic description of the requested Comprehensive Plan amendment which shall identify the specific portions of the Plan proposed for amendment;

(4) an explanation of why the amendment is being proposed; and

(5) the signature of the person or persons eligible to make the application as set forth in BCC 16.14.030.

5. **Benton County Code (BCC) 16.14.080,** Comprehensive Plan – Amendments – Procedural Steps for Review of Proposed Amendments.

(a) The Planning Department will initiate review of complete applications by listing them in a posted legal notice along with the State Environmental Policy Act (SEPA) review dates. Analysis of each application for consistency with the Washington State Growth Management Act and the Comprehensive Plan, including the adopted County-wide Planning Policies, will be conducted, and summarized in a staff report. The Planning Department shall also make a recommendation to the Planning Commission for approval or denial if each application.

(b) The Planning Commission will conduct at least one open record hearing on the applications and forward a recommendation for approval or denial of each application to the Board.

(c) The Board of County Commissioners will conduct at least one open record public hearing on the applications prior to approving, approving with modifications and/or conditions, or denying the applications.

6. **Benton County Comprehensive Plan,** 1.7 Amendments to the Comprehensive Plan.

Amendments to the Comprehensive Plan are legislative actions requiring County Commissioners' approval. Amendments must be approved as prescribed by the GMA. With a few exceptions, they cannot be considered more often than once per year and in accordance with specific procedures. Major updates occur by legislative action on an 8-year cycle as established by RCW 36.70A.130 (4)(c).

Amendments can be requested by the County or by private individuals. Multiple applications for amendments will be considered in a single legislative review process in order to evaluate the potential cumulative effect of the requests. All amendment requests require a public hearing with the Planning Commission, which then makes a recommendation to the County Commission. The County Commission will approve or deny the amendments in a public hearing. Public involvement with this process is required and encouraged through direction of the County Participation Plan.

Annual amendments will address the issues of major or minor land use classification changes; changes to the goals, policies, and text of the Comprehensive Plan; changes to supporting data and implementation; changes to the Land Use maps; and changes to the inventories and technical documents.

7. **Benton County Comprehensive Plan,** 2 Goals and Policies.

A. <u>Section 2.1 Planning Process</u>

i. PP Goal 1: Develop a Comprehensive Plan that reflects the community's vision and objectives, is consistent with the State's planning laws, and is implemented through various local development regulations.

ii. Policy 4: Coordinate the County's plans and programs with those at local, regional, and state levels.

B. Section 2.9 Parks, Recreation, Open Space, and Historic Preservation

i. PL Goal 1: Develop and maintain a park system for Benton County residents and visitors that provides a variety of recreational opportunities in regional and local parks and open space.

ii. PL Goal 2: Work with cities and agencies to protect greenways and open spaces along the riverine corridor of the lower Yakima River.

iii. PL Goal 3: Conserve visually prominent naturally vegetated steep slopes and elevated ridges that define the Columbia Basin landscape and are uniquely a product of the ice age floods.

Policy 1: Identify and preserve historically significant structures and sites whenever feasible.

Policy 2: Encourage the public and/or private acquisition of the prominent ridges within unincorporated Benton County as Open Space Conservation, in order to preserve views, protect native habitat, and provide for public access and recreation associated with these landscapes.

Policy 3: Pursue a variety of means and mechanisms such as the preparation of specific and area plans, conservation easements, clustered developments, land acquisitions and trades, statutory requirements to protect the natural landform and vegetative cover of the Rattlesnake uplift formation, notably Rattlesnake, Red, Candy, and Badger mountains and the Horse Heaven Hills.

Policy 4: Consider the preservation of the ridges and hillside areas through various development regulations.

8. **Benton County Comprehensive Plan**, 3 Land Use Element.

A. Section 3.2.1 Land Use Pattern and Compatibility

Benton County's land use can be described in broad categories: urban, rural, agricultural, industrial, public, and open space. Agriculture is the predominate land use in Benton County. Much of the urban land is concentrated in the eastern portion of the county which comprises the Tri-Cities area – Kennewick, Richland, and West Richland – with Benton City and Prosser composing the urban land in central and western Benton County. The rural residential lands are mostly along the Interstate-82 corridor and in the urban fringes with some located in the Patterson and Plymouth areas. Industrial lands are minimal in the unincorporated County, located nearly Finley and Prosser. Other industrial lands are mostly located within the Hanford area or within the UGAs. Public and open space lands located throughout the County.

Compatibility is based on the intensity of land uses. Generally speaking, the most intense use is industrial due its operational impacts (e.g., noise, light, dust), supporting facility needs, and overall land impact. Natural areas are considered the least intense as there are no developments or improvements on such areas. Therefore, a low-density residential area next to a heavy industrial land use would be considered incompatible because of the negative impacts industrial uses may have on the residential areas. Appropriately designed buffers, landscaping, and transition areas between uses should be considered between incompatible uses.

B. Table 3-3 Proposed Land Uses and Land Distribution in Benton County.

Land Use Type: Open Space Conservation
Acres: 2,169
Square Miles: 3
Percent: 0.20

RECOMMENDATION

The Benton County Planning Division recommends that the Planning Commission forward a **recommendation of approval** for the text changes to the Comprehensive Plan amending Section 3.3.5 and Table 3.4 related to the Open Space Conservation Land Use Designation, to the Benton County Board of Commissioners for application CPA 2024-001, with the following suggested Findings of Fact and motion.

SUGGESTED FINDINGS OF FACT

The following Findings of Fact are based on the comments received up to the date of this staff memo. Any comments received after the completion of this staff memo or submitted during the advertised public hearing for CPA 2024-001 will need to be considered by the Planning Commission and may be added to the suggested Findings of Fact as set forth below. The Planning Commission may decide to adopt these as their own or amend/add to these Findings of Fact after holding the open public hearing.

FINDINGS OF FACT

1. Comprehensive Plan Amendment application 2024-001 proposes an amendment to Section 3.3.5 to clarify the description of what constitutes the open space conservation land use designation and in Table 3.4, the application amends the zoning classification that implements the open space conservation designation.

2. The intent of the changes in Section 3.3.5 is to clarify that the Open Space land use designation may apply to land with either public and private ownership, the properties must be held in a conservation easement or land trust, and to further to make sure the public is aware that this designation is completely voluntary.

3. The intent of the changes to Table 3.4 is to clarify the zoning classification that implements the open space conservation designation by changing the implementing zoning classification from Rural Lands 5 Zoning District to Open Space Conservation Zoning District which ensures consistency between both the land use and zoning designation.

4. Public notice and application requirements have been completed for the Comprehensive Plan Amendment request as follows:

   A. Legal notification for the 2024 Comprehensive Plan Amendment Docket was published in the Prosser Record Bulletin on January 17, 2024.

   B. The application for CPA 2024-001 was submitted to the Benton County Planning Division October 6, 2023.

   C. The application was declared complete for processing on October 7, 2023.

   D. An Environmental Checklist (EA 2024-001) was submitted on October 6, 2023, and a Determination of Non-Significance was issued on February 21, 2024, with a 14-day comment period.

   E. The application documents were distributed to reviewing agencies on February 22, 2024.

   F. The application documents were provided to the Washington State Department of Commerce on February 22, 2024, through their on-line submittal system, initiating their 60-day review. (WA Dept. of Commerce: Submittal ID: 2024-S-6892)

   G. Legal notification for the Planning Commission public hearing was published on March 27, 2024, in the Prosser Record Bulletin.

   H. Notice of the Planning Commission public hearing was emailed/mailed to property owner of record within 300 feet of the proposal on March 22, 2024.

   I. The Planning Commission public hearing is scheduled for April 9, 2024.

5. The application for CPA 2024-001 is consistent with RCW 36.70A, the Growth Management Act.

6. The application for CPA 2024-001 is consistent with the goals and policies of the Benton County Comprehensive Plan.

7. The application further implements Benton County Comprehensive Plan, Section 2, PL Goal 3, Policy 2 to encourage the public and/or private acquisition of the prominent ridges within unincorporated Benton County as Open Space Conservation, in order to preserve views, protect native habitat, and provide for public access and recreation associated with these landscapes.

SUGGESTED MOTION

I move that the Planning Commission forward a recommendation for approval subject to the seven (7) Findings of Fact listed in the Staff Report dated April 9, 2024 for application CPA 2024-001 amending the text and Map Folio of the Benton County Comprehensive Plan to the Benton County Board of Commissioners, and that the Chairman along with the Secretary of the Planning Commission develop written findings for approval and signature of the Planning Commission Chairman.

APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT

RECEIVED
OCT 06 2023
Benton County
Planning Division

File No. CPA 2024-001

1. NAME OF APPLICANT: Benton County Planning Division
   MAILING ADDRESS: 102206 E Wiser Parkway, Kennewick, WA 99336
   TELEPHONE: 736-3086
   CONTACT PERSON: Michelle Mercer/Greg Wendt

2. LEGAL OWNER(S) OF RECORD, if different from applicant:
   (Attach additional sheet if necessary.)
   Name: _____
   Address: _____
   Phone: _____

Please answer the following questions. If more space is needed please use additional pages.

1. Address, parcel number and legal description of property:
   N/A-
   County-wide: Not a site or project specific project

2. What is the current use of the property?
   N/A-
   County-wide: Not a site or project specific project

3. What is the existing comprehensive plan designation for the area in which the property is located?
   The application amends Section 3.3.5 and Table 3.4. Both amendments relate to the Open Space Conservation Land Use Designation.

4. What is the proposed use of the property?
   N/A-
   County-wide: Not a site or project specific project

5. State the requested amendment language or proposed plan designation for the property:

Please see the attached sheet for specifics related to the amendments to Section 3.3.5 and Table 3.4.

6. Prepare and attach a site map showing the area in which a plan change is being sought: If the amendment requires a map plan change, please show clearly the following: the proposed plan change boundaries, map scale, north arrow, date of preparation, major physical boundaries; both natural and man-made, lying within or adjacent to the affected area (I. e., including but not limited to highways, railroads, rivers, streams, power lines, schools, and other public outbuildings, etc.), section, township and range lines are to be shown and identified If in shoreline area, define existing shorelines area as shown in existing shorelines master plan and indicate the existing environment designation. -Not a site specific amendment.

7. What are the reasons for the requested amendment include substantial information why the provisions, map designations, etc., of the adopted plan are not sufficient to satisfy the concern that gives rise to the amendment request:

   Section 3.3.5: The amendment adds the following to 3.3.5. 1) The Open Space designation may be applied to both public and private ownership; 2) Property must be held in a conservation easement or land trust; 3) Designation is voluntary.
   Table 3.4: For consistency- implement OSC land use designation with OSC zoning.

8. Include information on the availability and location of utilities and roads, means of providing water and waste disposal, schools, parks, and the availability of sheriff and fire protection services:

   N/A-
   County-wide: Not a site or project specific project

9. Please provide supporting information on how the proposal complies with the comprehensive plan amendment evaluation criteria (see attached):

   The amendments comply with the evaluation criteria, implement the Comprehensive Plan goals and policies and comply with the RCW 36.70A and the County-wide Planning Policies.

10. Include any other substantiated information that you feel is necessary or relevant for consideration:

    N/A

Please use additional pages when required to provide ten (10) resident support signatures:

Greg Wendt	Greg Wendt	10/2/23
Applicant's Signature	Printed Name	Date
Signature of Legal Owner's	Printed Name	Date
Signature of Person with Additional Ownership Interest	Printed Name	Date
Signature of Person with Additional Ownership Interest	Printed Name	Date
Signature of Person with Additional Ownership Interest	Printed Name	Date

ALL persons with an ownership interest in the property on which the land use action is proposed must sign the application other than interests exclusively limited to ownership of the parcel's mineral rights.

An application fee of $1,000.00 must be submitted with this application. This fee is non- refundable. Please make checks payable to Benton County Treasurer.

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

Comprehensive Plan Amendment CPA 2024-001

Applicant:
Benton County Community Development Department
Planning Division

Subject Parcels:
The application is not a parcel specific as it is a county-wide proposal.

APPLICATION DESCRIPTION

A Comprehensive Plan Amendment to clarify and amend the text of the Benton County Comprehensive Plan

Existing Comprehensive Plan Text:
Section 3.3.5 Open Space Conservation

Open Space Conservation lands are recognized as areas having critical resources and ecosystems with unique characteristics that support: significant habitats for migratory birds, fish, and wildlife; natural riverine functions and aquatic environments; botanical inventory; water quality and flood retention. Open Space Conservation designated areas provide significant natural functions and benefits to natural resources and the public and should be protected from destruction, conversion, and encroachment by incompatible uses. These areas may also provide limited recreational and educational opportunities for the public. These areas are held under conservation easements with state or federal agencies. Barker Ranch, which is located adjacent to the Yakima River near West Richland, is the only area in the County that currently has this designation.

Proposed Comprehensive Plan Text:
Section 3.3.5 Open Space Conservation

Open Space Conservation lands are recognized as areas having critical resources and ecosystems with unique characteristics that support significant habitats for migratory birds, fish, and wildlife; natural riverine functions and aquatic environments; botanical inventory; water quality and flood retention. Open Space Conservation designated areas provide significant natural functions and benefits to natural resources and the public and should be protected from destruction, conversion, and encroachment by incompatible uses. These areas may also provide limited recreational and educational opportunities for the public. ~~These areas are held under conservation easements with state or federal agencies. Barker Ranch, which is located adjacent to the Yakima River near West Richland, is the only area in the County that currently has this designation~~ Open Space Conservation lands can be public or private property, and must be held under conservation easements with local, state, or federal agencies or land trusts. Open Space Conservation designations are voluntary in nature for property owners.

Existing Comprehensive Plan Text:
Table 3.4 Land Use Implementation by Zoning

Land Use	Zoning
Urban	Urban Growth Area Residential
Hanford	Unclassified
Hanford Reach	Unclassified
Growth Management Act Agriculture	Growth Management Act Agriculture
Open Space Conservation	Rural Lands 5
Public	Park District
Rural Transition	Rural Lands 1
Rural Remote	Rural Lands 5
Rural Resource	Rural Lands 20
Rural Community Center	Community Center Residential, Community Commercial
Rural Commercial	Interchange Commercial, General Commercial
Rural Industrial	Light Industrial, Heavy Industrial

Proposed Comprehensive Plan Text:
Table 3.4 Land Use Implementation by Zoning

Land Use	Zoning
Urban	Urban Growth Area Residential
Hanford	Unclassified
Hanford Reach	Unclassified
Growth Management Act Agriculture	Growth Management Act Agriculture
Open Space Conservation	~~Rural Lands 5~~ Open Space Conservation
Public	Park District
Rural Transition	Rural Lands 1
Rural Remote	Rural Lands 5
Rural Resource	Rural Lands 20
Rural Community Center	Community Center Residential, Community Commercial
Rural Commercial	Interchange Commercial, General Commercial
Rural Industrial	Light Industrial, Heavy Industrial

local economy. Port district holdings include lands in the rural areas of Paterson, Plymouth, and Finley, and in or adjacent to the cities of Richland, Kennewick, Prosser, and Benton City.

Typical port enterprises include the construction of industrial and office space for start-up businesses; the lease of land or buildings to commercial enterprises, which may in turn purchase the real property from the Port; and facilitating the assemblage of major industrial/commercial projects requiring collaboration by numerous interests such as utilities, local and regional governments, and private enterprise.

Descriptions of the County's industrial land resources can be found in Chapter 5 (Economic Element).

3.3.3.1 Industrial Land Use Designation

Rural Industrial is intended for a wide range of industrial land uses including light and heavy industrial uses. These lands require access and infrastructure for heavy industrial uses; rail and waterborne transportation access are critical. Other important criteria include separation of such land from residential and commercial uses and availability of large acreages for outside storage and maneuvering of trucks and rail equipment. Industrial lands play a key role in the local and regional economy by offering manufacturing and various other types of jobs.

3.3.4 Public Lands Designation

The Public Lands (PL) designation is found throughout the County, but most generally along the Columbia River corridor. PL designated lands are intended for public uses such as parks, playgrounds, greenways, open spaces, and wildlife habitats owned and operated by a local, state, or federal government. Although approximately 15,563 acres of land are currently designated PL in the Land Use Map, there are about 93,299 acres of additional land in Benton County currently owned by public entities, including the Washington Department of Fish and Wildlife, Bureau of Land Management, Department of Natural Resources, and U.S. Army Corps of Engineers.

3.3.5 Open Space Conservation

Open Space Conservation lands are recognized as areas having critical resources and ecosystems with unique characteristics that support: significant habitats for migratory birds, fish, and wildlife; natural riverine functions and aquatic environments; botanical inventory; water quality and flood retention. Open Space Conservation designated areas provide significant natural functions and benefits to natural resources and the public and should be protected from destruction, conversion, and encroachment by incompatible uses. These areas may also provide limited recreational and educational opportunities for the public. These areas are held under conservation easements with state or federal agencies. Barker Ranch, which is located adjacent to the Yakima River near West Richland, is the only area in the County that currently has this designation.

Table 3-4
Land Use Implementation by Zoning

Land Use	Zoning
Urban	Urban Growth Area Residential
Hanford	Unclassified
Hanford Reach	Unclassified
Growth Management Act Agriculture	Growth Management Act Agriculture
Open Space Conservation	Rural Lands 5
Public	Park District
Rural Transition	Rural Lands 1
Rural Remote	Rural Lands 5
Rural Resource	Rural Lands 20
Rural Community Center	Community Center Residential, Community Commercial
Rural Commercial	Interchange Commercial, General Commercial
Rural Industrial	Light Industrial, Heavy Industrial

Designations under each category are further discussed below.

3.3.1 Urban Lands

Urban lands are lands located within, adjacent to, or as in the case of existing unincorporated islands, surrounded by existing city limits.

A key component of the GMA and the Comprehensive Plan is to allow growth within the UGAs. These areas include cities and other areas characterized by urban growth or adjacent to such areas, and are designed to accommodate the projected population growth for 20 years. The GMA further specifies that urban growth should first be located in areas that already have adequate existing public facilities and service capacity and second, be located in areas where such services if not already available, can be served adequately by a combination of both existing and future public and private sector facilities and services.

The CWPP establish a process between the County and cities to manage development within the cities and their UGAs, and a process of annexation of UGAs into the cities.

3.3.1.1 Urban Land Use Designation

Urban lands in Benton County include land within the city limits and the UGAs. There are five designated and approved urban growth areas (UGA's) in Benton County: Benton City (Appendix A-Figure 18), Kennewick (Appendix A-Figure 19), Prosser (Appendix A-Figure 20), Richland (Appendix A-Figure 21), and West Richland (Appendix A-Figure 22). The densities, uses, and development

CHAPTER 11.00
OPEN SPACE CONSERVATION DISTRICT (OSC)

SECTIONS:

11.00.010 Purpose
11.00.020 Applicability
11.00.030 Allowable Uses
11.00.040 Accessory Uses
11.00.050 Uses Subject to Planning Administrator Review and Approval
11.00.060 Uses Requiring a Conditional Use Permit
11.00.070 Uses Prohibited
11.00.080 Property Development Standards-General Standards
11.00.090 Property Development Standards-Setback Requirements
11.00.100 Severability
11.00.110 Effective Date

11.00.010 PURPOSE. The purpose of the Open Space Conservation District is to recognize areas of the County having critical areas and ecosystems with unique characteristics that support habitat for migratory birds, fish, and wildlife; natural riverine functions and aquatic environments; botanical inventory; the protection of steep slopes and viewsheds, water quality and flood retention. These areas provide significant natural functions and benefits to natural resources and the public and should be protected from destruction, conversion, and encroachment by incompatible uses. Open Space Conservation lands can be public or private property, and must be held under conservation easements with local, state, or federal agencies or land trusts. Open Space Conservation designations are voluntary in nature for property owners.

11.00.020 APPLICABILITY. The provisions of this chapter shall apply to the areas designated as an Open Space Conservation District (OSC) on the official zoning maps of Benton County and located in unincorporated Benton County.

11.00.030 ALLOWABLE USES. The following uses are allowed within the Open Space Conservation District (OSC) on a single parcel of record:

(a) Wildlife preserve or game management area.
(b) Hunting preserve.
(c) Hiking and non-motorized biking trails.
(d) Equestrian trails.
(e) Water access facilities.
(f) Utility substation facility.
(g) Agricultural uses.
(h) Caretaker residential dwelling, office and/or storage facility used in conjunction with the conservation activities on the property.

11.11.040 ACCESSORY USES. Provided all applicable code provisions are satisfied, the following uses are allowed as an accessory/ancillary use within the Open Space Conservation District (OSC) on a single parcel of record:

(a) One (1) or more accessory buildings and uses.
(b) One (1) or more agricultural buildings.
(c) Solar Power Generator Facility, Minor
(d) Uses subject to Planning Administrator review and approval, specified in BCC 11.11.050(a).

11.00.050 USES SUBJECT TO PLANNING ADMINISTRATOR REVIEW AND APPROVAL. The following uses may be allowed within the Open Space Conservation District (OSC) on a single parcel of record upon the review and approval of the Planning Administrator:

(a) Communication facilities subject to the provisions in Chapter 11.47 BCC.

11.00.060 USES REQUIRING A CONDITIONAL USE PERMIT. The following uses may be permitted on a single parcel of record within the Open Space Conservation District (OSC) if a conditional use permit is issued by the Hearings Examiner after notice and public hearing as provided by BCC 11.50.040:

(a) Irrigation pumping station.

11.00.070 USES PROHIBITED. Any use not authorized or approved pursuant to BCC 11.00.030, BCC 11.00.040 or 11.00.050, or 11.00.060 is prohibited within the Open Space Conservation District (OSC).

11.00.080 PROPERTY DEVELOPMENT STANDARDS--GENERAL STANDARDS. All lands, structures and uses in the Open Space Conservation District (OSC) shall conform to the following general standards, and if applicable, to the standards set forth in Chapter 15.02 BCC, Chapter 15.04 BCC, Chapter 15.06 BCC, Chapter 15.08 BCC, Chapter 15.12 BCC, and Chapter 15.14 BCC.

(a) Frontage. Each parcel shall have a minimum frontage of forty (40) feet on a public road right-of-way or access easement.

11.00.090 PROPERTY DEVELOPMENT STANDARDS—SETBACK REQUIREMENTS. All lands, structures, and uses in the Open Space Conservation District (OSC) shall meet the following setback requirements:

(a) Setback Requirements. The following minimum setbacks shall apply:

(1) Each structure on a parcel shall have a setback of fifty-five (55) feet from the centerline of any public road right-of-way or twenty five (25) feet from the property line bordering any public road right-of-way, whichever is greater; and a setback of twenty-five (25) feet from the closest edge of any legally established boundary line of a private access easement.

(2) Each structure shall have a setback of twenty-five (25) feet from the rear parcel lines.

(3) Each structure on a parcel shall have a setback of ten (10) feet from the side parcel lines.

(4) All caretaker dwelling units and swimming pools shall have a setback of one hundred fifty (150) feet from any parcel located partially or wholly within the Growth Management Agricultural Act District (GMAAD) and from any adjacent orchard, hop field or vineyard (or combination thereof) of ten (10) acres or more on one parcel or on contiguous parcels under common ownership

11.00.100 SEVERABILITY. If any provision of this chapter is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the chapter and the applicability thereof to other persons and circumstances shall not be affected thereby.

11.00.110 EFFECTIVE DATE. This chapter shall take effect and be in full force upon its passage and adoption.

DRAFT

BENTON COUNTY

STATE OF WASHINGTON

OFFICIAL ZONING MAP A-4

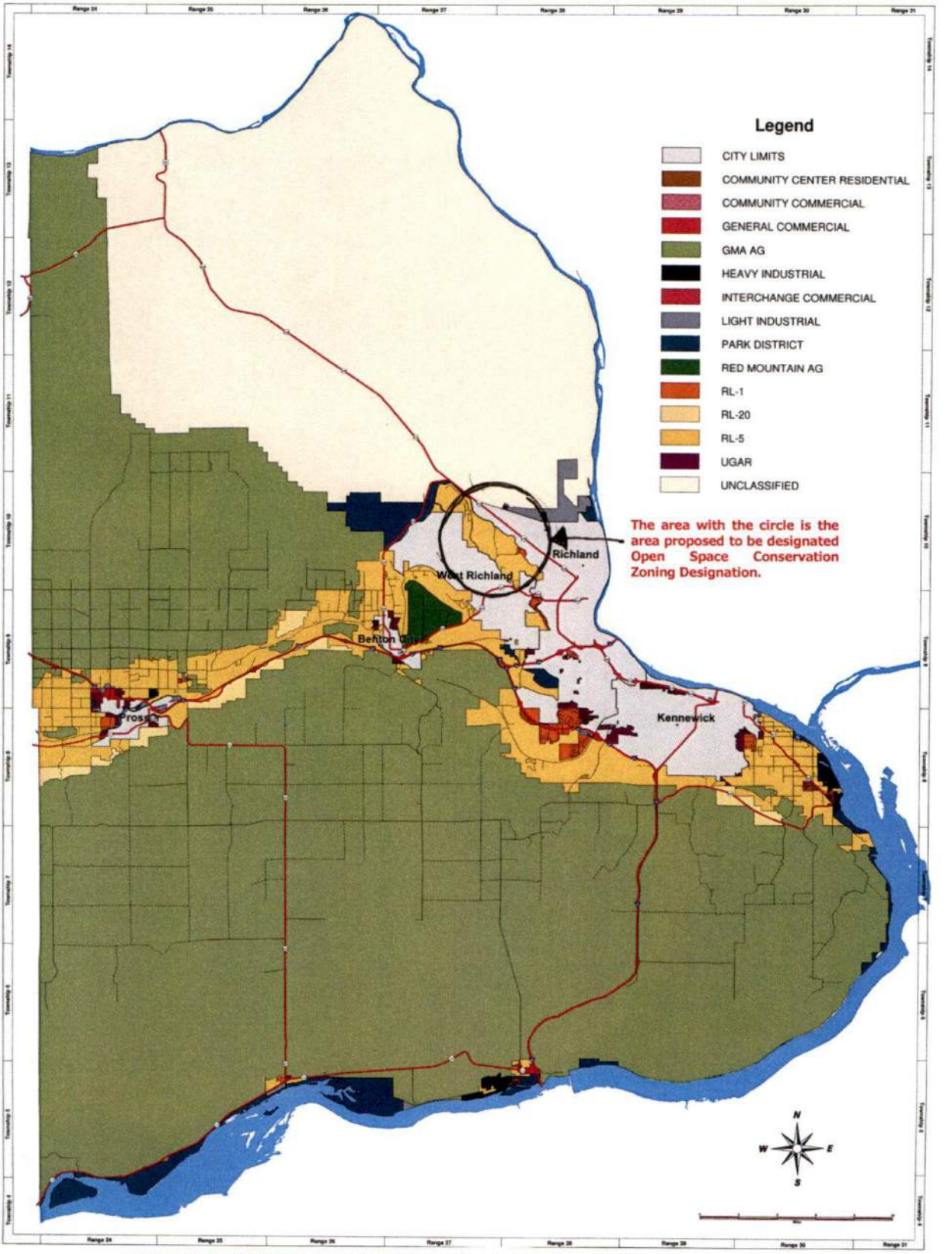
Effective 12-18-18

WE HEREBY CERTIFY THAT THIS MAP CONSTITUTES THE OFFICIAL ZONING MAP AS APPROVED BY ORDINANCE # 616 OF THE BOARD OF COUNTY COMMISSIONERS AND SIGNED BY ITS CHAIRMAN.

DATED THIS 18TH DAY OF DECEMBER 2018.

BY _____ ATTEST _____

CHAIRMAN OF THE BOARD — CLERK OF THE BOARD



This is to certify that this Official Zoning Map supersedes and replaces the Official Zoning Map A 3 adopted by Ordinance 601 on Feb. 27, 2018

Map Printed 12/3/18

Community Development Department
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 E 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

October 7, 2023

Benton County Planning Division
102206 E Wiser Parkway
Kennewick, WA 99338

RE: Written Determination of Completeness for CPA 2024-001 and EA 2024-001

Dear Benton County Planning Division,

This office is in receipt of your application for a Comprehensive Plan Amendment (CPA) proposing a text amendment to Section 3.3.5 to clarify the description of the Open Space Conservation land designation and Table 3.4 to amend the zoning classification which implements the Open Space Conservation designation.

The office is also in receipt of an associated Environmental Checklist (EA 2024-001), required to accompany the application for Comprehensive Plan Amendments. Upon reviewing your project permit application our office has determined that the required material for a complete application has been submitted, a file number has been assigned, and the review process will begin on your project permit application. Prior to the Planning Commission open record hearing for your application, you will receive a public hearing notice and a copy of the staff memo.

Although this office has determined the application is complete, more clarification or information may be needed from you once we begin the review process. If additional information is required, it will need to be submitted to our office before the item can be heard at the open record hearing before the Planning Commission.

If you have any questions regarding this matter, do not hesitate to contact this office.

Sincerely,

Michelle Mercer
Planning Manager

Community Development Department
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.bentoncountywa.gov

Planning Division
(509) 786-5612
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102206 East Wiser Parkway, Kennewick, WA 99338

NOTICE OF PUBLIC HEARING

NOTICE OF HEARING BEFORE THE BENTON COUNTY PLANNING COMMISSION in the matter of county planning at a regular meeting on April 9, 2024, at 6:00 p.m., via in person and virtual meeting format in the Meeting Room on the first floor of the Courthouse, 620 Market Street, Prosser WA. The entry to the meeting room is located off Main Street on the East side of the Courthouse. To find information on virtual attendance options, including streaming video, WebEx video conferencing and telephone, please visit www.tinyurl.com/BCPublicNotice.

NOTICE IS HEREBY GIVEN that public comment will be taken on the following proposed amendments to the Benton County Comprehensive Plan before the Benton County Planning Commission at this meeting:

CPA 2024-001 - A proposal by Benton County to amend two (2) sections of the Benton County Comprehensive Plan related to the Open Space Conservation Land Use Designation. The application proposes to amend Section 3.3.5 table 3.4.

CPA 2024-002 - A proposal by Spink Engineering on behalf of the City of Benton City to amend the land use designation of two (2) parcels in the Benton County Comprehensive Plan. The application proposes to amend the current land use designation of Rural Industrial for both parcels to a land use designation of Public for parcel 1-1396-401-1991-002 and a designation of Rural Remote for parcel 1-1394-401-1991-001.

NOTICE IS FURTHER GIVEN that the proposed Comprehensive Plan Amendments have been reviewed under the requirements of the State Environmental Policy Act and Determinations of Non-Significance (DNS) were issued on February 21, 2024. Accordingly, Environmental Impact Statements were not required for these proposals. Any comments regarding these determinations and the environmental impacts of the proposals can be made at the Planning Commission Hearing or in writing to the Benton County Planning Division by 3 p.m. on Monday, April 8, 2024.

At this hearing, the Planning Commission may recommend approval or disapproval of the amendments to the Benton County Board of Commissioners. All parties concerned may present any support or objections for the applications. Information concerning the applications can be obtained at the Benton County Planning Division, by calling 736-3089 (Tri-Cities) or 786-5612 (Prosser) or by visiting www.tinyurl.com/BCPublicNotice.

Dated this 20th day of March 2024.

Martin Sheeran, Chairman
Benton County Planning Commission

Michelle Mercer, Manager
Planning Division

PUBLISH: March 27, 2024

Community Development Department
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
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Benton County Planning Division
2024 Comprehensive Plan Amendment Docket

The 2024 Benton County Comprehensive Plan amendment cycle for the review of proposed amendments begins with the docketing of proposals. The County has received the following application proposals for amendment to the Benton County Comprehensive Land Use Plan:

CPA 2024-001 - A proposal by the Community Development Department, Planning Division to clarify and amend two sections in the Benton County Comprehensive Plan related to the Open Space Conservation Land Use Designation.

CPA 2024-002 - A proposal by the City of Benton City requesting a change in the Comprehensive Plan Land Use Designation on two parcels from Rural Industrial to Rural Remote and Public. These parcels are located in the southwest corner of the intersection of 14th Street and Chris Avenue, Benton City WA. Parcel # 113964011991002 will be change from Rural Industrial to Public and Parcel #113964011991001 will be changed from Rural Industrial to Rural Remote in Section 13, Township 9 North, Range 24 East, W.M.

These applications will be reviewed under the requirements of SEPA (RCW 43.21C) and Title 16.14 of the Benton County Code. The Planning Division will initiate the review and analysis of each application for consistency with the Growth Management Act and the Comprehensive Plan, including the adopted Benton County-wide Planning Policies and prepare a staff report with a recommendation to the Planning Commission for the approval or denial of each application. The Planning Commission will conduct an open record hearing and forward their recommendations to the Board of County Commissioners (BOCC). The BOCC will conduct an open record hearing to consider and act upon the Planning Commission recommendation. Final actions on the proposed amendments are anticipated by late spring/early summer of 2024. Notification of the hearings will be published in advance; those interested in receiving a notice by mail or email regarding the above actions may call the Benton County Planning Division: at (509) 786-5612 or use our "contact us" form found at http://tinyurl.com/BCcontactus. Information regarding the amendment process is available via the County website at https://tinyurl.com/CPAannual.

Michelle Mercer, Planning Manager
BENTON COUNTY PLANNING DIVISION

PUBLISHED: Wednesday, January 17, 2024.

Community Development Department
Prosser Office: 620 Market Street, 1st Floor
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Planning.department@co.benton.wa.us
102206 East Wiser Parkway, Kennewick, WA 99338

Determination of Non-Significance

Proponent: Benton County
Community Development Department
102206 E Wiser Parkway
Kennewick, WA 99336

File No. EA 2024-001

Project Description: A Comprehensive Plan Amendment (CPA 2024-001) by Benton County to amend two (2) sections of the Benton County Comprehensive Plan. The application proposes to amend Section 3.3.5 and Table 3.4 related to the Open Space Conservation Land Use Designation. A new Chapter will be added to the Benton County Code regarding the Open Space Conservation Zoning Designation and the Official Benton County Zoning Map will be updated to reflect those lands within that Zoning Designation.

Project Location: County-Wide

Jurisdiction: Benton County, Washington

Lead Agency: Benton County Planning Division

Threshold Determination: The lead agency for this proposal has determined that it will not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). The decision was made after review of a completed environmental checklist, comments received from various agencies and other information on file with the lead agency. This information is available to the public on request.

This DNS is issued under WAC 197-11-340(2) the lead agency will not act on this proposal for 14 days from the date below. Comments must be submitted by March 6, 2024.

Administrative appeals of threshold determinations of non-significance are not allowed.

SEPA Responsible Official: Michelle Mercer
Position/Title: Planning Manager - Benton County Planning Division
Address: 102206 E Wiser Parkway, Kennewick WA 99338

Date: February 21, 2024

Michelle Mercer, Planning Manager
Benton County Community Development Department

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 06 2023
Benton County
Planning Division

SEPA ENVIRONMENTAL CHECKLIST

File No. EA 2024-001

A. BACKGROUND

1. Name of proposed project, if applicable: Comprehensive Plan Amendment- Open Space Conservation

2. Name of applicant: Benton County Community Development Department

3. Address and phone number of applicant and contact person: Greg Wendt, Director of Community Development

102206 E Wiser Parkway, Kennewick, WA 99336 (509-736-3086)

4. Date checklist prepared: 10/2/2023

5. Agency requesting checklist: Benton County

6. Proposed timing or schedule (including phasing, if applicable): Summer of 2024

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

If approved, the Community Development Department will file a zone change application to be consistent with the County's Land Use

Map and a text amendment to create a new zoning chapter to be known as the Open Space Conservation District.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal. None

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. None

10. List any government approvals or permits that will be needed for your proposal, if known. Two step process:

1. Update Open Space Conservation Sections in the Comprehensive Plan; and 2) Update zoning map and create new zoning chapter

11. Give a brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page.

Modify the text of the Benton County Comprehensive Plan in two (2) sections. 1) Section 3.3.5 Open Space Conservation; and 2)

Table 3.4 Land Use Implementation by Zoning. See attached documentation describing the specific changes.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist. Countywide- The project is not reviewed on a project or site specific basis.

B. ENVIRONMENTAL ELEMENTS

1. Earth

a. General description of the site (circle one):

Flat☐ Rolling☐ Hilly☐ Steep Slopes☐ Mountainous☐

Other N/A

b. What is the steepest slope on the site (approximate percent slope)? N/A

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

N/A

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

N/A

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill. N/A

N/A

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

N/A

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? N/A

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any: N/A

2. Air

a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known. N/A

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.
N/A

c. Proposed measures to reduce or control emissions or other impacts to air, if any:

N/A

3. Water

a. Surface Water:

1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into. N/A

2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters?
If yes, please describe and attach available plans. N/A

3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.
N/A

4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known. N/A

5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan. N/A

6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge. N/A

b. Ground Water:

1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.
N/A

2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals…; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.
N/A

c. Water runoff (including stormwater):

1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe. N/A

2) Could waste materials enter ground or surface waters? If so, generally describe. N/A

3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

N/A

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any: N/A

4. Plants

a. Check the types of vegetation found on the site:

- ☐ Deciduous tree *(alder, maple, aspen, other)*
- ☐ Evergreen tree *(fir, cedar, pine, other)*
- ☐ Shrubs
- ☐ Grass
- ☐ Pasture
- ☐ Crop or grain
- ☐ Orchards, vineyards or other permanent crops
- ☐ Wet soil plants *(cattail, buttercup, bullrush, skunk cabbage, other)*
- ☐ Water plants *(water lily, eelgrass, milfoil, other)*
- ☐ Other types of vegetation

b. What kind and amount of vegetation will be removed or altered? N/A

c. List threatened and endangered species known to be on or near the site. N/A

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: N/A

e. List all noxious weeds and invasive species known to be on or near the site. N/A

5. Animals

a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. Examples include: birds: hawk, heron, eagle, songbirds, other; mammals: deer, bear, elk, beaver, other; fish: bass, salmon, trout, herring, shellfish, other. N/A

b. List any threatened and endangered species known to be on or near the site. N/A

c. Is the site part of a migration route? If so, explain. N/A

d. Proposed measures to preserve or enhance wildlife, if any: N/A

e. List any invasive animal species known to be on or near the site. N/A

6. Energy and Natural Resources

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. N/A

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.
N/A

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any: N/A

7. Environmental Health

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.
N/A

1) Describe any known or possible contamination at the site from present or past uses. N/A

2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project

area and in the vicinity. N/A

3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

N/A

4) Describe special emergency services that might be required. N/A

5) Proposed measures to reduce or control environmental health hazards, if any: N/A

b. Noise

1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? N/A

2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site. N/A

3) Proposed measures to reduce or control noise impacts, if any: N/A

8. Land and Shoreline Use

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe. N/A

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use? N/A

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how: N/A

c. Describe any structures on the site. N/A

d. Will any structures be demolished? If so, what? N/A

e. What is the current zoning classification of the site? N/A

f. What is the current comprehensive plan designation of the site? N/A

g. If applicable, what is the current shoreline master program designation of the site? N/A

h. Has any part of the site been classified as a critical area by the city or county? If so, specify. N/A

i. Approximately how many people would reside or work in the completed project? N/A

j. Approximately how many people would the completed project displace? N/A

k. Proposed measures to avoid or reduce displacement impacts, if any: N/A

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any: N/A

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low income housing. N/A

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low income housing.

c. Proposed measures to reduce or control housing impacts, if any: N/A

10. Aesthetics

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? N/A

b. What views in the immediate vicinity would be altered or obstructed? N/A

c. Proposed measures to reduce or control aesthetic impacts, if any: N/A

11. Light and Glare

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

N/A

b. Could light or glare from the finished project be a safety hazard or interfere with views? N/A

c. What existing off-site sources of light or glare may affect your proposal? N/A

d. Proposed measures to reduce or control light and glare impacts, if any: N/A

12. Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity? N/A

b. Would the proposed project displace any existing recreational uses? If so, describe. N/A

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: N/A

13. Historic and cultural preservation

a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers ? If so, specifically describe. N/A

b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources. N/A

c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc. N/A

d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required. N/A

14. Transportation

a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any. N/A

b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop? N/A

c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? N/A

d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private). N/A

e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe. N/A

f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as

commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates? N/A

g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe. N/A

h. Proposed measures to reduce or control transportation impacts, if any: N/A

15. Public Services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe. N/A

b. Proposed measures to reduce or control direct impacts on public services, if any. N/A

16. Utilities

a. Circle utilities currently available at the site:

electricity○ natural o gas watero refuse service○ telephone○ sanitary sewer system○ other N/A

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

N/A

C. SIGNATURE

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: Greg Wendt

Name of Signee Greg Wendt

Position and Agency/Organization Director of Community Development (Benton Co.)

Date Submitted: 10/2/23

D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS

(**IT IS NOT NECESSARY** to use this sheet for project actions)

- Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.
- When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise? The proposed amendments will not result in activities that will increase discharge to water, emissions to air, production, storage, or release toxic substances or produce noise.

a. Proposed measures to avoid or reduce such increases are: N/A

2. How would the proposal be likely to affect plants, animals, fish, or marine life? The Open Space designation, as amended, will help protect species from the encroachment of incompatible uses.

a. Proposed measures to protect or conserve plants, animals, fish, or marine life are: N/A

3. How would the proposal be likely to deplete energy or natural resources? The Open Space designation will assist in recognizing the County's Natural Resources and further the protection of these areas.

a. Proposed measures to protect or conserve energy and natural resources are: N/A

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands? The Open Space designation will help to protect and recognize areas having critical resources and ecosystems. The amendment will will further ensure the lands be held under conservation easement or land trust.

a. Proposed measures to protect such resources or to avoid or reduce impacts are: N/A

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans? The Open Space Conservation areas protect the destruction, conversion, and encroachment by incompatible uses. All lands with this designation are held under a conservation easement.

a. Proposed measures to avoid or reduce shoreline and land use impacts are: N/A

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

The amendment will not increase demands on transportation or public facilties.

a. Proposed measures to reduce or respond to such demand(s) are: N/A

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment. There will be no conflict. The designation and amendment will support environmental protection of critical resources and ecosystems in the County while limiting incompatible uses.

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

Comprehensive Plan Amendment CPA 2024-001

Applicant:
Benton County Community Development Department
Planning Division

Subject Parcels:
The application is not a parcel specific as it is a county-wide proposal.

APPLICATION DESCRIPTION

A Comprehensive Plan Amendment to clarify and amend the text of the Benton County Comprehensive Plan

Existing Comprehensive Plan Text:
Section 3.3.5 Open Space Conservation

Open Space Conservation lands are recognized as areas having critical resources and ecosystems with unique characteristics that support: significant habitats for migratory birds, fish, and wildlife; natural riverine functions and aquatic environments; botanical inventory; water quality and flood retention. Open Space Conservation designated areas provide significant natural functions and benefits to natural resources and the public and should be protected from destruction, conversion, and encroachment by incompatible uses. These areas may also provide limited recreational and educational opportunities for the public. These areas are held under conservation easements with state or federal agencies. Barker Ranch, which is located adjacent to the Yakima River near West Richland, is the only area in the County that currently has this designation.

Proposed Comprehensive Plan Text:
Section 3.3.5 Open Space Conservation

Open Space Conservation lands are recognized as areas having critical resources and ecosystems with unique characteristics that support significant habitats for migratory birds, fish, and wildlife; natural riverine functions and aquatic environments; botanical inventory; water quality and flood retention. Open Space Conservation designated areas provide significant natural functions and benefits to natural resources and the public and should be protected from destruction, conversion, and encroachment by incompatible uses. These areas may also provide limited recreational and educational opportunities for the public. ~~These areas are held under conservation easements with state or federal agencies. Barker Ranch, which is located adjacent to the Yakima River near West Richland, is the only area in the County that currently has this designation~~ Open Space Conservation lands can be public or private property, and must be held under conservation easements with local, state, or federal agencies or land trusts. Open Space Conservation designations are voluntary in nature for property owners.

Existing Comprehensive Plan Text:
Table 3.4 Land Use Implementation by Zoning

Land Use	Zoning
Urban	Urban Growth Area Residential
Hanford	Unclassified
Hanford Reach	Unclassified
Growth Management Act Agriculture	Growth Management Act Agriculture
Open Space Conservation	Rural Lands 5
Public	Park District
Rural Transition	Rural Lands 1
Rural Remote	Rural Lands 5
Rural Resource	Rural Lands 20
Rural Community Center	Community Center Residential, Community Commercial
Rural Commercial	Interchange Commercial, General Commercial
Rural Industrial	Light Industrial, Heavy Industrial

Proposed Comprehensive Plan Text:
Table 3.4 Land Use Implementation by Zoning

Land Use	Zoning
Urban	Urban Growth Area Residential
Hanford	Unclassified
Hanford Reach	Unclassified
Growth Management Act Agriculture	Growth Management Act Agriculture
Open Space Conservation	~~Rural Lands 5~~ Open Space Conservation
Public	Park District
Rural Transition	Rural Lands 1
Rural Remote	Rural Lands 5
Rural Resource	Rural Lands 20
Rural Community Center	Community Center Residential, Community Commercial
Rural Commercial	Interchange Commercial, General Commercial
Rural Industrial	Light Industrial, Heavy Industrial

local economy. Port district holdings include lands in the rural areas of Paterson, Plymouth, and Finley, and in or adjacent to the cities of Richland, Kennewick, Prosser, and Benton City.

Typical port enterprises include the construction of industrial and office space for start-up businesses; the lease of land or buildings to commercial enterprises, which may in turn purchase the real property from the Port; and facilitating the assemblage of major industrial/commercial projects requiring collaboration by numerous interests such as utilities, local and regional governments, and private enterprise.

Descriptions of the County's industrial land resources can be found in Chapter 5 (Economic Element).

3.3.3.1 Industrial Land Use Designation

Rural Industrial is intended for a wide range of industrial land uses including light and heavy industrial uses. These lands require access and infrastructure for heavy industrial uses; rail and waterborne transportation access are critical. Other important criteria include separation of such land from residential and commercial uses and availability of large acreages for outside storage and maneuvering of trucks and rail equipment. Industrial lands play a key role in the local and regional economy by offering manufacturing and various other types of jobs.

3.3.4 Public Lands Designation

The Public Lands (PL) designation is found throughout the County, but most generally along the Columbia River corridor. PL designated lands are intended for public uses such as parks, playgrounds, greenways, open spaces, and wildlife habitats owned and operated by a local, state, or federal government. Although approximately 15,563 acres of land are currently designated PL in the Land Use Map, there are about 93,299 acres of additional land in Benton County currently owned by public entities, including the Washington Department of Fish and Wildlife, Bureau of Land Management, Department of Natural Resources, and U.S. Army Corps of Engineers.

3.3.5 Open Space Conservation

Open Space Conservation lands are recognized as areas having critical resources and ecosystems with unique characteristics that support: significant habitats for migratory birds, fish, and wildlife; natural riverine functions and aquatic environments; botanical inventory; water quality and flood retention. Open Space Conservation designated areas provide significant natural functions and benefits to natural resources and the public and should be protected from destruction, conversion, and encroachment by incompatible uses. These areas may also provide limited recreational and educational opportunities for the public. These areas are held under conservation easements with state or federal agencies. Barker Ranch, which is located adjacent to the Yakima River near West Richland, is the only area in the County that currently has this designation.

Table 3-4
Land Use Implementation by Zoning

Land Use	Zoning
Urban	Urban Growth Area Residential
Hanford	Unclassified
Hanford Reach	Unclassified
Growth Management Act Agriculture	Growth Management Act Agriculture
Open Space Conservation	Rural Lands 5
Public	Park District
Rural Transition	Rural Lands 1
Rural Remote	Rural Lands 5
Rural Resource	Rural Lands 20
Rural Community Center	Community Center Residential, Community Commercial
Rural Commercial	Interchange Commercial, General Commercial
Rural Industrial	Light Industrial, Heavy Industrial

Designations under each category are further discussed below.

3.3.1 Urban Lands

Urban lands are lands located within, adjacent to, or as in the case of existing unincorporated islands, surrounded by existing city limits.

A key component of the GMA and the Comprehensive Plan is to allow growth within the UGAs. These areas include cities and other areas characterized by urban growth or adjacent to such areas, and are designed to accommodate the projected population growth for 20 years. The GMA further specifies that urban growth should first be located in areas that already have adequate existing public facilities and service capacity and second, be located in areas where such services if not already available, can be served adequately by a combination of both existing and future public and private sector facilities and services.

The CWPP establish a process between the County and cities to manage development within the cities and their UGAs, and a process of annexation of UGAs into the cities.

3.3.1.1 Urban Land Use Designation

Urban lands in Benton County include land within the city limits and the UGAs. There are five designated and approved urban growth areas (UGA's) in Benton County: Benton City (Appendix A-Figure 18), Kennewick (Appendix A-Figure 19), Prosser (Appendix A-Figure 20), Richland (Appendix A-Figure 21), and West Richland (Appendix A-Figure 22). The densities, uses, and development

CHAPTER 11.00
OPEN SPACE CONSERVATION DISTRICT (OSC)

SECTIONS:

11.00.010 Purpose
11.00.020 Applicability
11.00.030 Allowable Uses
11.00.040 Accessory Uses
11.00.050 Uses Subject to Planning Administrator Review and Approval
11.00.060 Uses Requiring a Conditional Use Permit
11.00.070 Uses Prohibited
11.00.080 Property Development Standards-General Standards
11.00.090 Property Development Standards-Setback Requirements
11.00.100 Severability
11.00.110 Effective Date

11.00.010 PURPOSE. The purpose of the Open Space Conservation District is to recognize areas of the County having critical areas and ecosystems with unique characteristics that support habitat for migratory birds, fish, and wildlife; natural riverine functions and aquatic environments; botanical inventory; the protection of steep slopes and viewsheds, water quality and flood retention. These areas provide significant natural functions and benefits to natural resources and the public and should be protected from destruction, conversion, and encroachment by incompatible uses. Open Space Conservation lands can be public or private property, and must be held under conservation easements with local, state, or federal agencies or land trusts. Open Space Conservation designations are voluntary in nature for property owners.

11.00.020 APPLICABILITY. The provisions of this chapter shall apply to the areas designated as an Open Space Conservation District (OSC) on the official zoning maps of Benton County and located in unincorporated Benton County.

11.00.030 ALLOWABLE USES. The following uses are allowed within the Open Space Conservation District (OSC) on a single parcel of record:

(a) Wildlife preserve or game management area.
(b) Hunting preserve.
(c) Hiking and non-motorized biking trails.
(d) Equestrian trails.
(e) Water access facilities.
(f) Utility substation facility.
(g) Agricultural uses.
(h) Caretaker residential dwelling, office and/or storage facility used in conjunction with the conservation activities on the property.

11.11.040 ACCESSORY USES. Provided all applicable code provisions are satisfied, the following uses are allowed as an accessory/ancillary use within the Open Space Conservation District (OSC) on a single parcel of record:

(a) One (1) or more accessory buildings and uses.
(b) One (1) or more agricultural buildings.
(c) Solar Power Generator Facility, Minor
(d) Uses subject to Planning Administrator review and approval, specified in BCC 11.11.050(a).

11.00.050 USES SUBJECT TO PLANNING ADMINISTRATOR REVIEW AND APPROVAL. The following uses may be allowed within the Open Space Conservation District (OSC) on a single parcel of record upon the review and approval of the Planning Administrator:

(a) Communication facilities subject to the provisions in Chapter 11.47 BCC.

11.00.060 USES REQUIRING A CONDITIONAL USE PERMIT. The following uses may be permitted on a single parcel of record within the Open Space Conservation District (OSC) if a conditional use permit is issued by the Hearings Examiner after notice and public hearing as provided by BCC 11.50.040:

(a) Irrigation pumping station.

11.00.070 USES PROHIBITED. Any use not authorized or approved pursuant to BCC 11.00.030, BCC 11.00.040 or 11.00.050, or 11.00.060 is prohibited within the Open Space Conservation District (OSC).

11.00.080 PROPERTY DEVELOPMENT STANDARDS--GENERAL STANDARDS. All lands, structures and uses in the Open Space Conservation District (OSC) shall conform to the following general standards, and if applicable, to the standards set forth in Chapter 15.02 BCC, Chapter 15.04 BCC, Chapter 15.06 BCC, Chapter 15.08 BCC, Chapter 15.12 BCC, and Chapter 15.14 BCC.

(a) Frontage. Each parcel shall have a minimum frontage of forty (40) feet on a public road right-of-way or access easement.

11.00.090 PROPERTY DEVELOPMENT STANDARDS—SETBACK REQUIREMENTS. All lands, structures, and uses in the Open Space Conservation District (OSC) shall meet the following setback requirements:

(a) Setback Requirements. The following minimum setbacks shall apply:

(1) Each structure on a parcel shall have a setback of fifty-five (55) feet from the centerline of any public road right-of-way or twenty five (25) feet from the property line bordering any public road right-of-way, whichever is greater; and a setback of twenty-five (25) feet from the closest edge of any legally established boundary line of a private access easement.

(2) Each structure shall have a setback of twenty-five (25) feet from the rear parcel lines.

(3) Each structure on a parcel shall have a setback of ten (10) feet from the side parcel lines.

(4) All caretaker dwelling units and swimming pools shall have a setback of one hundred fifty (150) feet from any parcel located partially or wholly within the Growth Management Agricultural Act District (GMAAD) and from any adjacent orchard, hop field or vineyard (or combination thereof) of ten (10) acres or more on one parcel or on contiguous parcels under common ownership

11.00.100 SEVERABILITY. If any provision of this chapter is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the chapter and the applicability thereof to other persons and circumstances shall not be affected thereby.

11.00.110 EFFECTIVE DATE. This chapter shall take effect and be in full force upon its passage and adoption.

DRAFT

BENTON COUNTY

STATE OF WASHINGTON

OFFICIAL ZONING MAP A-4

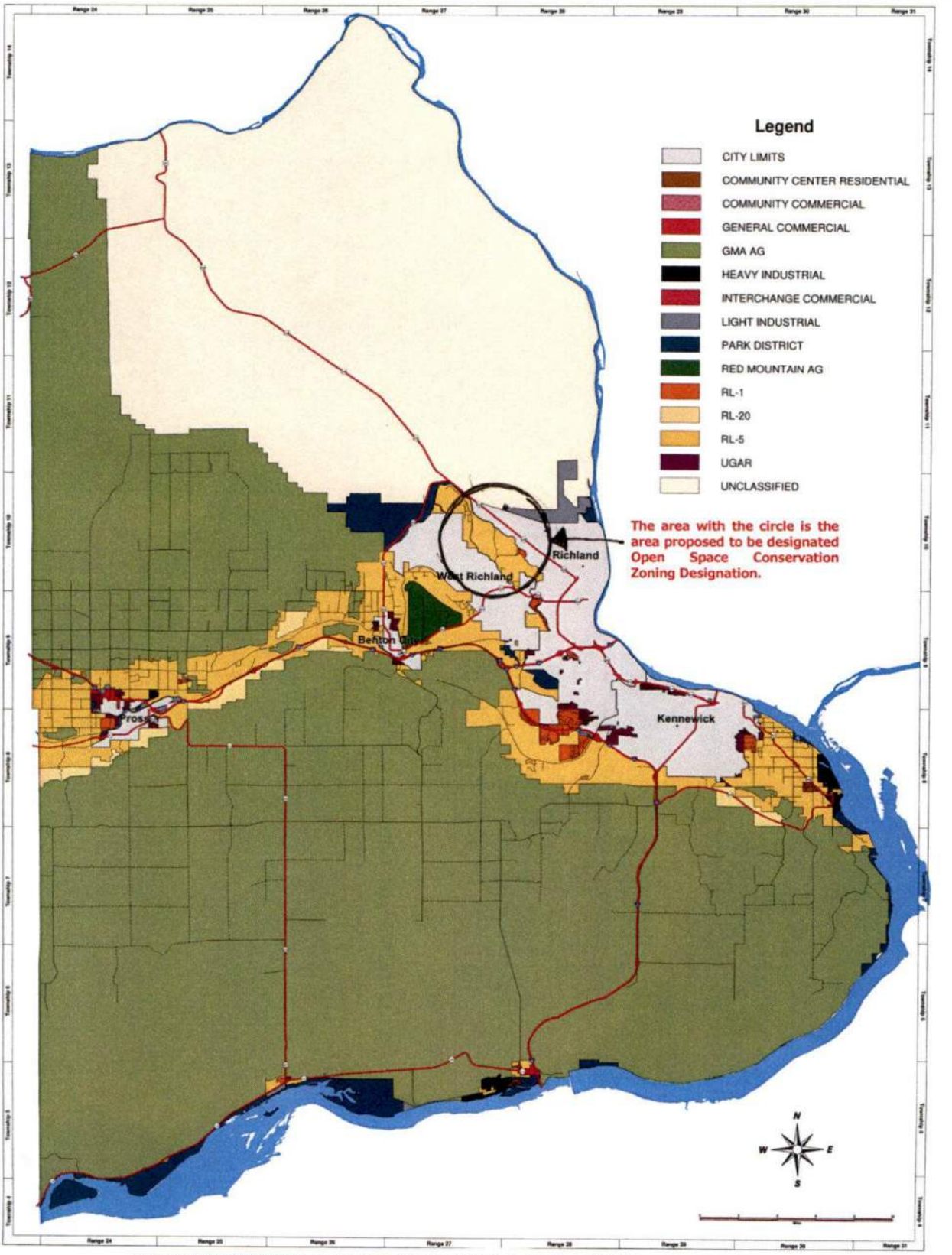
Effective 12-18-18

WE HEREBY CERTIFY THAT THIS MAP CONSTITUTES THE OFFICIAL ZONING MAP AS APPROVED BY ORDINANCE # 616 OF THE BOARD OF COUNTY COMMISSIONERS AND SIGNED BY ITS CHAIRMAN.

DATED THIS 18TH DAY OF DECEMBER 2018.

BY _____ ATTEST _____

CHAIRMAN OF THE BOARD — CLERK OF THE BOARD



This is to certify that this Official Zoning Map supersedes and replaces the Official Zoning Map A 3 adopted by Ordinance 601 on Feb. 27, 2018

Map Printed 12/3/18

Nikki Relyea

From: Cristina Woods
Sent: Tuesday, March 5, 2024 11:38 AM
To: Planning Department
Subject: RE: EA 2024-001 - Comprehensive Plan Amendment for Benton County

Public Works has no comments.

Thank you.

Cristina Woods,PE • *Civil Engineer I*
Benton County Public Works
102206 Wiser Parkway , Kennewick WA, 99338
(509) 786-5611 Ext: 5684

From: Planning Department <Planning.Department@co.benton.wa.us>
Sent: Thursday, February 22, 2024 4:46 PM
To: Badger Mountain Irrig. District (bmidmanager@badgermountainirrigation.com) <bmidmanager@badgermountainirrigation.com>; Benton Irrigation District <benton.irrigation@frontier.com>; Roza Irrigation District (Shayman@roza.org) <Shayman@roza.org>; Kiona Irrigation District <kiid@owt.com>; Kennewick Irrigation District-Development (development@kid.org) <development@kid.org>; Kennewick Irrigation District - Ben Woodard <bwoodard@kid.org>; Kennewick Irrig. Dist.-Seth Defoe <sdefoe@kid.org>; Sunnyside Valley Irrigation Dist. Ron Cowin <cowinr@svid.org>; Benton Clean Air-Priddy <robin.priddy@bentoncleanair.org>; Dept. of Archaeology and Historic Preservation - SEPA Review (sepa@dahp.wa.gov) <sepa@dahp.wa.gov>; Cristina Woods <Cristina.Woods@co.benton.wa.us>; Dept. of Fish and Wildlife- Review <R3planning@dfw.wa.gov>; WA Dept of Health - Kelly Cooper - WA Dept of Health - Kelly Cooper (SEPA.reviewteam@doh.wa.gov) <SEPA.reviewteam@doh.wa.gov>; Bureau of Land Management - Kevin Devitt District Manager (BLM_OR_SP_Mail@blm.gov) <BLM_OR_SP_Mail@blm.gov>; Dept. of Natural Resources (sepacenter@dnr.wa.gov) <sepacenter@dnr.wa.gov>; Dept. of Natural Resources <dnrmisepacenter@dnr.wa.gov>; Dept. of Natural Resources (sepacenter@dnr.wa.gov) <sepacenter@dnr.wa.gov>; Dept. of Natural Resources <dnrmisepacenter@dnr.wa.gov>; Dept. of Transportation (scplanning@wsdot.wa.gov) <scplanning@wsdot.wa.gov>; Yakama Indian Nation SEPA Review <enviroreview@yakama.com>; Yakima Indian Nation-John Marvin <john_marvin@yakama.com>; City of Kennewick <cedinfo@ci.kennewick.wa.us>; City of Prosser <szetz@cityofprosser.com>; City of Richland-Mike Stevens (mstevens@ci.richland.wa.us) <mstevens@ci.richland.wa.us>; City of West Richland-Eric Mendenhall (emendenhall@westrichland.org) <emendenhall@westrichland.org>; Futurewise <tim@futurewise.org>; Tom Price-Environmental Review Inc. (envreview@gmail.com) <envreview@gmail.com>; Fire District #1-Staff <staff@bentonone.org>; Fire District #4- Paul Carlyle <PCarlyle@bcfd4.org>; chiefwatt@bcfd6.com; Port of Kennewick <lpeterson@portofkennewick.org>; School District # 116 <julie.hyatt@prosserschools.org>; School District # 17-Ryan Jones <Ryan.Jones@ksd.org>; School Dist. # 400 <jennifer.ullrich@rds.wdu>; School District # 52 <rcastil@kibesd.org>; School District #400 (devonne.roth@rsd.edu) <devonne.roth@rsd.edu>; US Corps of Engineers <cenww-re@usace.army.mil>; enviroreview@yakama.com; cclerk@owt.com; lonnie@bentonone.org; FireChief@bcfpd2.org; cdamron@westbentonfirerescue.org; ch15156@yahoo.com; david@portofbenton.com; Building Department <Building.Department@co.benton.wa.us>; zratkai@bfcog.us; Bureau of Reclamation - C. Garner (cgarner@usbr.gov)

<cgarner@usbr.gov>; Bureau of Reclamation - L Hendrix - Bureau of Reclamation (lhendrix@usbr.gov) <lhendrix@usbr.gov>; Bureau of Reclamation -McKinley (cmckinley@usbr.gov) <cmckinley@usbr.gov>
Subject: EA 2024-001 - Comprehensive Plan Amendment for Benton County

The Benton County Planning Department has prepared the a DNS (see the link below) in accordance with the State Environmental Policy Act regulation. This DNS is being circulated for review by all agencies with jurisdiction. We are circulating it for comments on the **environmental impacts** of this action. The DNS is being done in conjunction with a Comprehensive Plan Amendment.
We appreciate your review of the proposal and return of comments no later than **March 6, 2024**. This proposal will not be acted upon before that time.

Please see the SEPA Register link for the documents related to EA 2024-001.

Donna Hutchinson
Rural Water Supply Coordinator
Community Development Dept.
Planning Division
102206 E. Wiser Parkway
Kennewick WA 99338
Phone: (509)786-5612
rural.water@co.benton.wa.us
www.bentoncountywa.gov

NOTICE OF PUBLIC DISCLOSURE: This e-mail account is public domain. Any correspondence from or to this email account may be a public record. Accordingly, this email, in whole or in part, may be subject to disclosure pursuant to RCW 42.56, regardless of any claim of confidentiality or privilege asserted by an external party.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 14, 2024
Subject:	Comprehensive Plan Amendment - CPA 2024-002 by Spink Engineering
Presenter:	Michelle Mercer, Planning Manager
Prepared By:	Brittany Merrill
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

The applicant, Spink Engineering on behalf of the City of Benton City, submitted application CPA 2024-002 requesting to modify the Comprehensive Plan Land Use Designation of two parcels. The subject parcels are located southwest of the intersection of 14th Street and Chris Avenue in the Benton City area of unincorporated Benton County and are adjacent to the city limits of Benton City, but not within the city's Urban Growth Area.

The application proposes to change the current land use designation of Rural Industrial for both parcels to Public for parcel 113964011991002 and to Rural Remote for parcel 113964011991001. The amendment will also revise and update Appendix A Map Folio Figure 5 - 2017 Periodic Update Land Use Designations to reflect these changes. A rezone of the properties from the current Light Industrial zoning designation to Rural Lands 5 Acre and Park zoning designation will be required after the Comprehensive Plan Amendment process is complete.

On April 9, 2024, at the conclusion of the open record hearing, the Planning Commission voted (5-0 with 2 vacancies) to forward a recommendation of approval for the proposed Comprehensive Plan Amendment to the Board of County Commissioners subject to the Planning Commission's suggested eleven (11) findings and conclusions.

Fiscal Impact

None known at this time.

Recommendation

It is the recommendation of the Benton County Planning Division and the Planning Commission that Planning casefile application; CPA 2024-002 be approved with the suggested eleven (11) Findings of Fact.

Suggested Motion

I move that the Board of County Commissioners adopt the Planning Commission's recommendation, findings, and conclusions as the Board's own and approve to modify the Comprehensive Plan Use Designation request CPA 2024-002.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING RE: A COMPREHENSIVE PLAN AMENDMENT APPLICATION, CPA 2024-002, BY SPINK ENGINEERING FOR THE CITY OF BENTON CITY TO MODIFY THE LAND USE DESIGNATION OF TWO (2) PARCELS FROM RURAL INDUSTRIAL TO PUBLIC AND RURAL REMOTE AND AMEND APPENDIX A - MAP FOLIO, FIGURE 5 – 2017 PERIODIC UPDATE LAND USE DESIGNATION MAP TO REFLECT THESE CHANGES.

WHEREAS, Benton County adopted its current Comprehensive Plan in 2018 with the completion of its required periodic update process; and

WHEREAS, pursuant to RCW 36.70A.106, Benton County provided notice of intent to the Washington State Department of Commerce to adopt a proposed comprehensive plan amendment under the Growth Management Act; and

WHEREAS, the Benton County Planning Commission conducted an Open Record Hearing for CPA 2024-002 on April 9, 2024 to consider the application by Spink Engineering and considered all evidence and testimony submitted at the public hearing and after discussion, voted to forward the proposed amendment to the Board of County Commissioners with a positive recommendation; and

WHEREAS, the Planning Commission recommendation of approval is set forth in the Planning Commission's Recommendation, Findings of Fact and Conclusions incorporated hereby by reference (BCCM 1.3), that are found in File # CPA 2024-002, located in the Planning Division; and

WHEREAS, notice of Open Record Hearing before the Board of County Commissioners was published in the Prosser Record Bulletin on May 1, 2024; put on the County website and sent to the applicants and interested parties on April 24, 2024, as noted in the file maintained in the Planning Division, and

WHEREAS, the Board of County Commissioners conducted an Open Record Hearing on Tuesday, May 14, 2024, at 9:00 a.m. in the Commissioners Hearing Room, Benton County Administration building, 7122 W. Okanogan Place, Building E, 3rd floor Ste. 330, Kennewick, Washington to consider the above proposed application for a comprehensive plan amendment; and

WHEREAS, after consideration of the above-mentioned request and review of the Planning Commission record, staff recommendations, and all written and oral comments submitted at the public hearing, the Board of County Commissioners adopted the Planning Commission's Findings of Fact as their own and it appears to be in the best interest of the public to approve application CPA 2024-002 **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby approves the Comprehensive Plan Amendment application CPA 2024-002, amending the land use designation of two parcels from a current designation of Rural Industrial to a designation Public for parcel 113964011991002 and to Rural Remote for parcel l113964011991001 and amending Appendix A – Map Folio Figure 5 - 2017 Periodic Update Land Use Designations Map (BCCM 1.3) to reflect these changes.

Dated this 14th day of May, 2024.

Chairman of the Board

Chairman Pro Tem

Commissioner
Constituting the Board of County
Commissioners of Benton County
Washington

Attest.....
Clerk of the Board

Orig: BOCC
cc: Pln BM

EXHIBIT LIST FOR CPA 2024-002/EA 2024-002
Comprehensive Plan Amendment

			DATED
Planning Commission Memo Exhibit List - April 9, 2024			
PCM 1 Includes:	PCM 1.1	Staff Report	March 27, 2024
	PCM 1.2	Current CPA Land Use Designation Map	March 21, 2024
	PCM 1.3	Proposed CPA Land Use Designation Map	March 21, 2024
	PCM 1.4	CPA 2024-002 Application	November 29, 2023
	PCM 1.5	Written Determination of Completeness CPA 2024-002 and EA 2024-002	November 30, 2023
		SEPA INFORMATION	
	PCM 1.6	Environmental Checklist EA 2024-002	November 29, 2023
	PCM 1.7	Determination of Non Significance	February 21, 2024
		HEARING NOTICES	
	PCM 1.8	Notice of Public Hearing	March 20, 2024
	PCM 1.9	Notice of 2024 Comp. Plan Amendment Docket	January 17, 2024
		COMMENTS	
	PCM 1.10	Benton County Fire Marshal	February 23, 2024
	PCM 1.11	Dept. of Ecology	March 4, 2024
	PCM 1.12	Benton Clean Air Authority	March 4, 2024
Board of County Commissioners Memo Exhibit List - May 14, 2024			
BCCM 1 Includes:	BCCM 1.1	Board of County Commissioners Agenda Sheet	April 29, 2024
	BCCM 1.2	Board of County Commissioners Resolution	
	BCCM 1.3	Planning Commission Recommendation, Findings of Fact and Conclusions	April 9, 2024
	BCCM 1.4	Board of County Commissioners Open Record Appeal Hearing Legal Notification	April 9, 2024
	BCCM 1.5	Planning Commission Audio Recording	April 9, 2024

The Exhibit Numbers are found in the Top Right Hand Corner of each document.
PCM = Planning Commission Memo Exhibits
PCH = Planning Commission Hearing Exhibits
BCCM = County Commissioner Memo Exhibits

RECOMMENDATION OF THE
BENTON COUNTY PLANNING COMMISSION

RE: In the Matter of County Planning: relating to the Comprehensive Plan Amendment to the Land Use Designations of two parcels.

File No. CPA 2024-002
RECOMMENDATION, FINDINGS OF FACT AND CONCLUSIONS

RECOMMENDATION

CPA 2024-002; A Comprehensive Plan Amendment to modify the land use designation of two parcels from Rural Industrial to Public for parcel 113964011991002 and to Rural Remote for parcel 113964011991001 is hereby recommended to be APPROVED. This action is based upon the following findings pursuant to RCW 58.17.110.

RESOLUTION

WHEREAS, the legal notification pursuant to RCW 36.70A.130 was given on January 17, 2024 in the Prosser Record Bulletin; and,

WHEREAS, the open record public hearing was held on April 9, 2024, at 6:00 p.m., in the Planning Hearing Room, First Floor, Courthouse, 620 Market St., Prosser, WA 99350; and,

WHEREAS, the Planning Commission was available to receive public testimony, exhibits, and answer questions in the public portion of the hearing with the public being able to attend and comment through video and telephonic access to the meeting. The meeting was also broadcast through streaming video to allow the public to view the meeting; and,

WHEREAS, the following members attended the meeting Martin Sheeran, Brian Skeels, Lloyd Coughlin; Robert Mendez, and Kelly Hanson; and,

WHEREAS, all those who testified and those public hearing exhibits that were received into evidence are identified in the minutes for the hearing on April 9, 2024; and,

WHEREAS, the Planning Commission considered all testimony and, after questions to those giving testimony, closed the public hearing; and,

WHEREAS, the Planning Commission at the open record public hearing considered the evidence submitted and voted to recommend approval with the findings of fact as outlined in the staff memo dated March 25, 2024; and,

WHEREAS, the Planning Commission is entering its written findings, conclusions and recommendations concerning this matter, and is forwarding the same to the Board of County Commissioners.

FINDINGS OF FACT

1. The applicant proposes to modify the Comprehensive Plan designation of two (2) parcels from Rural Industrial to Rural Remote (parcel 113964011991001) and Public (parcel 113964011991002). The amendment will revise and update Figure 5 - 2017 Periodic Update Land Use Designations Map in Appendix A of the Benton County Comprehensive Plan and if necessary other tables and text in the Plan that may refer to the current use or designation of the property.
    a. A rezone of the properties from the current Light Industrial zoning designation to a park and rural residential zoning designation will be required after the Comprehensive Plan Amendment process is completed.
2. The applicant is Spink Engineering for City of Benton City whose mailing address is PO Box 922, Richland, WA 99352.
3. The properties are located southwest of the intersection of 14th Street and Chris Avenue in the Benton City area of unincorporated Benton County in Section 13, Township 9N, Range 26E, W.M. Parcel 113964011991001 is located at 33304 N 14th St, Benton City, WA 99320, and parcel 113964011991002 does not have a situs address assigned.
4. The properties collectively comprise approximately 19.79 acres.
5. The subject parcels are currently designated Rural Industrial by the Benton County Comprehensive Plan.
6. The proposed Comprehensive Plan designation of Rural Remote and Public and the subsequent zone change to a park and rural residential zoning designations will bring existing non-conforming uses into compliance with the proposed zoning district.
7. Adjacent properties to the north and east are within Benton City limits and are designated Residential while the adjacent County properties to the west are designated Rural Remote.
8. Public notice and application requirements have been completed for the Comprehensive Plan Amendment request as follows:
    a. Legal notification for the 2024 Comprehensive Plan Amendment Docket was published in the Prosser Record Bulletin on January 17, 2024.
    b. The application for CPA 2024-002 was submitted to the Benton County Planning Division on November 29, 2023.
    c. The application was declared complete for processing on November 30, 2023.
    d. An Environmental Checklist (EA 2024-002) was submitted on November 29, 2023, and a Determination of Non-Significance was issued on February 21, 2024, with a 14-day comment period.
    e. The application documents were distributed to reviewing agencies on February 22, 2024.
    f. The application documents were provided to the Washington State Department of Commerce on February 22, 2024, through their on-line submittal system, initiating their 60-day review. (WA Dept. of Commerce: Submittal ID: 2024-S-6892).
    g. Legal notification for the Planning Commission public hearing was published on March 27, 2024, in the Prosser Record Bulletin.
    h. Notice of the Planning Commission public hearing was emailed/mailed to property owner of record within 300 feet of the proposal on March 22, 2024.
    i. The Planning Commission public hearing is scheduled for April 9, 2024.
9. The application for CPA 2024-002 is consistent with RCW 36.70A, the Growth Management Act.
10. The application for CPA 2024-002 is consistent with the goals and policies of the Benton County

Comprehensive Plan.

11. The application for CPA 2024-002 is consistent with the goals and policies of the Benton County Comprehensive Plan:

a. Section 2.2 Land Use

LU Goal 1: Ensure that land uses are compatible with surrounding uses that maintain public health, safety, and general welfare.

Policy 1: Maintain a mix of land uses that supports the character of each rural community.

Policy 3: Maximize the opportunities for compatible development within land use designations to serve a multitude of compatible uses and activities.

b. Section 2.2.3 Rural Lands

LU Goal 6: Preserve rural lifestyles outside UGAs and incorporated areas while accommodating new population growth consistent with the protection of rural character.

Policy 1: Maintain overall residential densities within rural residential areas that reflect rural character as defined by the GMA and are low enough to perpetuate rural lifestyles, which are typically characterized locally by a predominantly open landscape inhabited by households engaged in diverse and recreational land use activities related to livestock and crop production; protect surface and ground water; and that can be supported by available public services.

Policy 2: Development in rural areas is typified by large lots and less dense development. Favoring development that is less dense and has larger lots helps maintain the rural character of designated rural areas and supports the protection of ground and surface water.

Policy 3: Designated rural areas will be utilized to reduce the inappropriate conversion of agricultural lands, prevent sprawling low-density development and assure that rural development is compatible with surrounding rural and agricultural areas.

C. Section 2.9 Parks, Recreation, Open Space, and Historic Preservation

PL Goal 1: Develop and maintain a park system for Benton County residents and visitors that provides a variety of recreational opportunities in regional and local parks and open space.

PL Goal 2: Work with cities and agencies to protect greenways and open spaces along the riverine corridor of the lower Yakima River.

THEREFORE, BE IT RESOLVED THAT THE BENTON COUNTY PLANNING COMMISSION, through its chairman, adopts these findings and conclusions with respect to File No. CPA 2024-002, and hereby recommends APPROVAL to the Board of County Commissioners for amendments to the Benton County Comprehensive Plan to change the land use designation of two parcels from Rural Industrial to Public for parcel 113964011991002 and to Rural Remote for parcel 113964011991001.

MARTIN SHEERAN, Chairman DATE
BENTON COUNTY PLANNING COMMISSION

Community Development Department
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.bentoncountywa.gov

Planning Division
(509) 786-5612
Planning.department@co.benton.wa.us
102206 East Wiser Parkway, Kennewick, WA 99338

NOTICE OF PUBLIC HEARING

NOTICE OF HEARING before the Board of County Commissioners, in the matter of the proposed 2024 annual amendments to the Benton County Comprehensive Plan; pursuant to Washington State Planning Law RCW 36.70A.130.

NOTICE IS HEREBY GIVEN that public comment will be taken on the following proposed amendments to the Benton County Comprehensive Plan before the Board of County Commissioners on May 14, 2024, in the Commissioners' Hearing Room, Benton County Administration Building, 7122 W. Okanogan Place, Building E, 3rd Floor, Suite E-303 Kennewick, WA. At this hearing, the Board of County Commissioners may approve, or disapprove the amendments.

CPA 2024-001 - A proposal by Benton County to amend two (2) sections of the Benton County Comprehensive Plan related to the Open Space Conservation Land Use Designation. The application proposes to amend Section 3.3.5 and table 3.4.

CPA 2024-002 - A proposal by Spink Engineering on behalf of the City of Benton City to amend the land use designation of two (2) parcels in the Benton County Comprehensive Plan. The application proposes to amend the current land use designation of Rural Industrial for both parcels to a land use designation of Public for parcel 1-1396-401-1991-002 and a designation of Rural Remote for parcel 1-1394-401-1991-001.

NOTICE IS FURTHER GIVEN that the proposed Comprehensive Plan Amendments have been reviewed under the requirements of the State Environmental Policy Act and Determinations of Non-Significance (DNS) were issued on February 21, 2024 for both CPA 2024-001 and CPA 2024-002. Accordingly, Environmental Impact Statements were not required for these proposals. Any comments regarding these determinations and the environmental impacts of the proposals can be made at the Board of County Commissioners hearing or in writing to the Benton County Planning Division by 3 p.m. on Monday May 13, 2024.

To continue to provide citizens access to public meetings, Benton County in addition to in person attendance, will also be providing telephonic and video access for the public to view and provide testimony at public meetings. To find information on virtual attendance options, including streaming video, WebEx video conferencing and telephone, please visit https://tinyurl.com/BENCOHRG

Comments regarding the proposed amendments or SEPA determinations of the proposals may also be submitted in writing to the Benton County Planning Division; 102206 E Wiser Parkway, Kennewick WA 99338 or via email to planning.department@co.benton.wa.us by 3 p.m. Monday, May 13, 2024. No individual with a disability shall be denied the benefit of participating in such meetings. If you wish to use auxiliary aids or require assistance to comment at a public meeting, please contact the Benton County Planning Division at least ten days prior to the meeting date to make arrangements for special needs.

Information concerning the applications can be obtained at the Benton County Planning Division, by calling 736-3086 (Tri-Cities) or 786-5612 (Prosser) or by visiting https://tinyurl.com/pubnotice
Dated this 24th day of April 2024.

Jerome Delvin, Chairman
Board of County Commissioners

Michelle Mercer, Manager
Planning Division

PUBLISH: May 1st, 2024

The Audio Recording of the Benton County Planning Commission hearing is available by accessing the April 9, 2024 Planning Commission meeting on the County Website.

https://www.bentoncountywa.gov/agendalist.aspx?categoryid= 1204

Community Development Department
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.bentoncountywa.gov

Planning Division
(509) 786-5612
Planning.department@co.benton.wa.us
102206 East Wiser Parkway, Kennewick, WA 99338

PCM 1.1

STAFF REPORT TO THE BENTON COUNTY PLANNING COMMISSION

FILE NO: CPA 2024-002: Comprehensive Plan Amendment by the City of Benton City to amend the land use designation of two parcels.

MEMO DATE: March 25, 2024

HEARING DATE: April 9, 2024

APPLICANT: Spink Engineering for City of Benton City
PO Box 922
Richland, WA 99352

OWNERS:

Parcel 113964011991002
Department of Fish and Wildlife
1701 S 24th Ave
Yakima, WA 98901

Parcel 113964011991001
Lloyd Goode
33304 N 14th St
Benton City, WA 99320

LOCATION: The parcels are located southwest of the intersection of 14th Street and Chris Avenue in the Benton City area of unincorporated Benton County in Section 13, Township 9N, Range 26E, W.M.

PROPERTY SIZE: 19.79 acres collectively

AREA TO BE USED: N/A

LAND USE: Residential and Park

COMP PLAN: Rural Industrial

ZONING: Light Industrial

STAFF RECOMMENDATION:
The Planning Division recommends that the Planning Commission forward to the Benton County Commissioners a recommendation to approve Benton County Comprehensive Plan Amendment **CPA 2024-002**, subject to the eleven (11) Findings of Fact as outlined in this staff report.

APPLICATION DESCRIPTION

Comprehensive Plan Amendment CPA 2024-002 proposes to modify the land use designation of two parcels adjacent to the city limits of Benton City but not within the City's urban growth area. The proposal is to change the parcel's current designation of Rural Industrial to Public for parcel 113964011991002 and to Rural Remote for parcel 113964011991001. The amendment will revise and update Appendix A Map Folio Figure 5 - 2017 Periodic Update Land Use Designations

Map in Appendix A of the Benton County Comprehensive Plan and if necessary other tables and text in the Plan that may refer to the current use or designation of the properties.

A rezone of the property from the current Light Industrial zoning designation to a Rural Lands 5 Acre and Park zoning designation will be required after the Comprehensive Plan Amendment process is completed.

PUBLIC NOTICE

1. Legal notification for the 2024 Comprehensive Plan Amendment Docket was published in the Prosser Record Bulletin on January 17, 2024.

2. The application for CPA 2024-002 was submitted to the Benton County Planning Division on November 29, 2023.

3. The application was declared complete for processing on November 30, 2023.

4. An Environmental Checklist (EA 2024-002) was submitted on November 29, 2023, and a Determination of Non-Significance was issued on February 21, 2024, with a 14-day comment period.

5. The application documents were distributed to reviewing agencies on February 22, 2024.

6. The application documents were provided to the Washington State Department of Commerce on February 22, 2024, through their on-line submittal system, initiating their 60-day review. *(WA Dept. of Commerce: Submittal ID: 2024-S-6892)*

7. Legal notification for the Planning Commission public hearing was published on March 27, 2024 in the Prosser Record Bulletin.

8. Notice of the Planning Commission public hearing was emailed/mailed to property owner of record within 300 feet of the proposal on March 22, 2024.

9. The Planning Commission public hearing is scheduled for April 9, 2024.

STATE ENVIRONMENTAL POLICY ACT

CPA 2024-002 has been reviewed under the requirements of the State Environmental Policy Act, and a Determination of Non-Significance (DNS) was issued on February 21, 2024 with a 14-day comment period. Copies of the Environmental Checklist, the Determination of Non-Significance, and the comments received from reviewing agencies are attached to this memorandum.

APPLICABLE STANDARDS/ORDINANCES

1. Benton County Code (BCC) 16.14.030, Comprehensive Plan – Amendments – Persons Eligible to Request Amendments – Applications.

2. Benton County Code (BCC) 16.14.040, Comprehensive Plan – Amendments – Public Notice of Deadline for Submittal of Complete Applications.

3. Benton County Code (BCC) 16.14.050 Comprehensive Plan – Amendments – Application Period.

4. Benton County Code (BCC) 16.14.060, Comprehensive Plan – Amendments – Documentation required for a complete application.

5. Benton County Code (BCC) 16.14.080, Comprehensive Plan – Amendments – Procedural Steps for Review of Proposed Amendments.

6. Benton County Comprehensive Plan, 1.7 Amendments to this Comprehensive Plan.

7. Benton County Comprehensive Plan, 2 Goals and Policies.

8. Benton County Comprehensive Plan, 3 Land Use Element.

9. Growth Management Act (GMA) – RCW 36.70A.

10. Benton County Code Chapter 6.35 Environmental Policy.

AGENCY COMMENTS

1. The application documents were distributed to the following review agencies on February 22, 2024:
    a. Benton County Fire Marshal
    b. Department of Natural Resources
    c. Benton Clean Air Authority
    d. Bureau of Reclamation
    e. Benton County Public Works
    f. City of Benton City
    g. City of West Richland
    h. Benton-Franklin Health Department
    i. Kiona Irrigation District
    j. Washington State Department of Transportation
    k. Washington State Department of Health
    l. Department of Ecology
    m. Fire District #2
    n. Bureau of Land Management
    o. Washington Department of Fish and Wildlife
    p. Washington State Department of Archaeology and Historic Preservation
    q. Futurewise
    r. Washington State Department of Commerce
    s. Yakima Indian Nation
    t. Confederated Tribes of the Umatilla Indian Reservation
    u. Tom Price, Environmental Review Inc.

2. No agency comments of significance were received.

3. The following are general comments and discussion points from the Planning Division:

a. The Planning Division analyzed the application for consistency with the Growth Management Act, the Benton County Comprehensive Plan, the County-Wide Planning Policies, and other regulations adopted by Benton County as applicable.

b. The subject parcels are designated Rural Industrial by the Benton County Comprehensive Plan.

c. The proposed Comprehensive Plan designations of Public and Rural Remote and subsequent zone changes will allow the existing single-family residential and park use activities to be consistent with land use and zoning designations for the properties.

d. Adjacent properties to the north and east are within Benton City limits and are designated Residential while the adjacent County properties to the west are designated Rural Remote.

CRITERIA FOR FINDINGS OF FACT

1. **Benton County Code (BCC) 16.14.030,** Comprehensive Plan – Amendments – Persons Eligible to Request Amendments – Applications.

   (b) Applications to amend any portion of the County's Comprehensive Plan can be submitted at the direction of the Benton County Planning Commission, Benton County Board of County Commissioners, the Benton County Planning Director, any owner of property in unincorporated Benton County seeking an amendment that only affects that person's property, any resident of unincorporated Benton County supported by signatures of ten (10) residents of unincorporated Benton County, or any general or special purpose local government entity operating in Benton County pursuant to an adopted resolution of its legislative body or board of directors.

2. **Benton County Code (BCC) 16.14.040,** Comprehensive Plan – Amendments – Public Notice Deadline for submittal of Complete Application.

   (a) Prior to October 1st of each year, the Planning Department shall place legal notices in the official county newspaper announcing the December 1st deadline for submitting complete applications for amendments to the Comprehensive Plan.

3. **Benton County Code (BCC) 16.14.050,** Comprehensive Plan – Amendments – Application Period.

   (a) Subject to the exceptions found in RCW 36.70A.130(2)(a) and 36.70A.130.(2)(b), applications to amend the Comprehensive Plan shall only be accepted between October 1st and December 1st of any year, and all applications will be considered concurrently by the Board of County Commissioners in the calendar year that follows the year in which the application was submitted.

4. **Benton County Code (BCC) 16.14.060,** Amendments to the Benton County Comprehensive Plan – Amendments – Documentation required for a complete application.

   (a) Within fourteen (14) days after receiving an application for amendment to the Comprehensive Plan, the County Planning Department shall review the application and place in the mail or personally deliver a written determination addressed to the applicant stating that the application is complete or that the application is incomplete and identifying what is necessary to make the application complete.

(b) All applications for amendment to the Comprehensive Plan must provide all information requested on the application form and include the following documentation:

(1) a complete environmental checklist in accordance with the State Environmental Policy Act (SEPA);

(2) an application fee as set by resolution of the Board of County Commissioners

(3) a textual and graphic description of the requested Comprehensive Plan amendment which shall identify the specific portions of the Plan proposed for amendment;

(4) an explanation of why the amendment is being proposed; and

(5) the signature of the person or persons eligible to make the application as set forth in BCC 16.14.030.

5. **Benton County Code (BCC) 16.14.080,** Comprehensive Plan – Amendments – Procedural Steps for Review of Proposed Amendments.

(a) The Planning Department will initiate review of complete applications by listing them in a posted legal notice along with the State Environmental Policy Act (SEPA) review dates. Analysis of each application for consistency with the Washington State Growth Management Act and the Comprehensive Plan, including the adopted County-wide Planning Policies, will be conducted, and summarized in a staff report. The Planning Department shall also make a recommendation to the Planning Commission for approval or denial if each application.

(b) The Planning Commission will conduct at least one open record hearing on the applications and forward a recommendation for approval or denial of each application to the Board.

(c) The Board of County Commissioners will conduct at least one open record public hearing on the applications prior to approving, approving with modifications and/or conditions, or denying the applications.

6. **Benton County Comprehensive Plan,** 1.7 Amendments to the Comprehensive Plan.

Amendments to the Comprehensive Plan are legislative actions requiring County Commissioners' approval. Amendments must be approved as prescribed by the GMA. With a few exceptions, they cannot be considered more often than once per year and in accordance with specific procedures. Major updates occur by legislative action on an 8-year cycle as established by RCW 36.70A.130 (4)(c).

Amendments can be requested by the County or by private individuals. Multiple applications for amendments will be considered in a single legislative review process in order to evaluate the potential cumulative effect of the requests. All amendment requests require a public hearing with the Planning Commission, which then makes a recommendation to the County Commission. The County Commission will approve or deny the amendments in a public hearing. Public involvement with this process is required and encouraged through direction of the County Participation Plan.

Annual amendments will address the issues of major or minor land use classification changes; changes to the goals, policies, and text of the Comprehensive Plan; changes to supporting data and implementation; changes to the Land Use maps; and changes to the inventories and technical documents.

7. **Benton County Comprehensive Plan,** 2 Goals and Policies.

Section 2.1 Planning Process

PP Goal 2: Develop and maintain a Comprehensive Plan responsive to growth and economic trends which can be readily adapted to changing conditions.

Policy 1: Base amendments to the Comprehensive Plan on facts and findings that respond to public needs, are beneficial to the public interest, and are consistent with the vision and goals of the County.

Section 2.2 Land Use

LU Goal 1: Ensure that land uses are compatible with surrounding uses that maintain public health, safety, and general welfare.

Policy 1: Maintain a mix of land uses that supports the character of each rural community.

Policy 3: Maximize the opportunities for compatible development within land use designations to serve a multitude of compatible uses and activities.

2.2.3 Rural Lands

LU Goal 6: Preserve rural lifestyles outside UGAs and incorporated areas while accommodating new population growth consistent with the protection of rural character.

Policy 1: Maintain overall residential densities within rural residential areas that reflect rural character as defined by the GMA and are low enough to perpetuate rural lifestyles, which are typically characterized locally by a predominantly open landscape inhabited by households engaged in diverse and recreational land use activities related to livestock and crop production; protect surface and ground water; and that can be supported by available public services.

Policy 2: Development in rural areas is typified by large lots and less dense development. Favoring development that is less dense and has larger lots helps maintain the rural character of designated rural areas and supports the protection of ground and surface water.

Policy 3: Designated rural areas will be utilized to reduce the inappropriate conversion of agricultural lands, prevent sprawling low-density development and assure that rural development is compatible with surrounding rural and agricultural areas.

Section 2.9 Parks, Recreation, Open Space, and Historic Preservation

PL Goal 1: Develop and maintain a park system for Benton County residents and visitors that provides a variety of recreational opportunities in regional and local parks and open space.

PL Goal 2: Work with cities and agencies to protect greenways and open spaces along the riverine corridor of the lower Yakima River.

RECOMMENDATION

The Benton County Planning Division recommends that the Planning Commission forward a **recommendation of approval** to the Benton County Board of Commissioners for application CPA 2024-002, changing the land use designation from Rural Industrial to Rural Remote and Public and updating Appendix A-Map Folio Figure 5 to reflect said land use designation with the following suggested findings of fact and motion.

SUGGESTED FINDINGS OF FACT

The following Findings of Fact are based on the comments received up to the date of this staff memo. Any comments received after the completion of this staff memo or submitted during the advertised public hearing for CPA 2024-002 will need to be considered by the Planning Commission and may be added to the suggested Findings of Fact as set forth below. The Planning Commission may decide to adopt these as their own or amend/add to these Findings of Fact after holding the open public hearing.

FINDINGS OF FACT

1. The applicant proposes to modify the Comprehensive Plan designation of two (2) parcels from Rural Industrial to Rural Remote (parcel 113964011991001) and Public (parcel 113964011991002). The amendment will revise and update Figure 5 - 2017 Periodic Update Land Use Designations Map in Appendix A of the Benton County Comprehensive Plan and if necessary other tables and text in the Plan that may refer to the current use or designation of the property.
    a. A rezone of the properties from the current Light Industrial zoning designation to a park and rural residential zoning designation will be required after the Comprehensive Plan Amendment process is completed.

2. The applicant is Spink Engineering for City of Benton City whose mailing address is PO Box 922, Richland, WA 99352.

3. The properties are located southwest of the intersection of 14th Street and Chris Avenue in the Benton City area of unincorporated Benton County in Section 13, Township 9N, Range 26E, W.M. Parcel 113964011991001 is located at 33304 N 14th St, Benton City, WA 99320, and parcel 113964011991002 does not have a situs address assigned.

4. The properties collectively comprise approximately 19.79 acres.

5. The subject parcels are currently designated Rural Industrial by the Benton County Comprehensive Plan.

6. The proposed Comprehensive Plan designation of Rural Remote and Public and the subsequent zone change to a park and rural residential zoning designations will bring existing non-conforming uses into compliance with the proposed zoning district.

7. Adjacent properties to the north and east are within Benton City limits and are designated Residential while the adjacent County properties to the west are designated Rural Remote.

8. Public notice and application requirements have been completed for the Comprehensive Plan Amendment request as follows:

a. Legal notification for the 2024 Comprehensive Plan Amendment Docket was published in the Prosser Record Bulletin on January 17, 2024.
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g. Legal notification for the Planning Commission public hearing was published on March 27, 2024, in the Prosser Record Bulletin.
h. Notice of the Planning Commission public hearing was emailed/mailed to property owner of record within 300 feet of the proposal on March 22, 2024.
i. The Planning Commission public hearing is scheduled for April 9, 2024.

9. The application for CPA 2024-002 is consistent with RCW 36.70A, the Growth Management Act.

10. The application for CPA 2024-002 is consistent with the goals and policies of the Benton County Comprehensive Plan.

11. The application for CPA 2024-002 is consistent with the goals and policies of the Benton County Comprehensive Plan:

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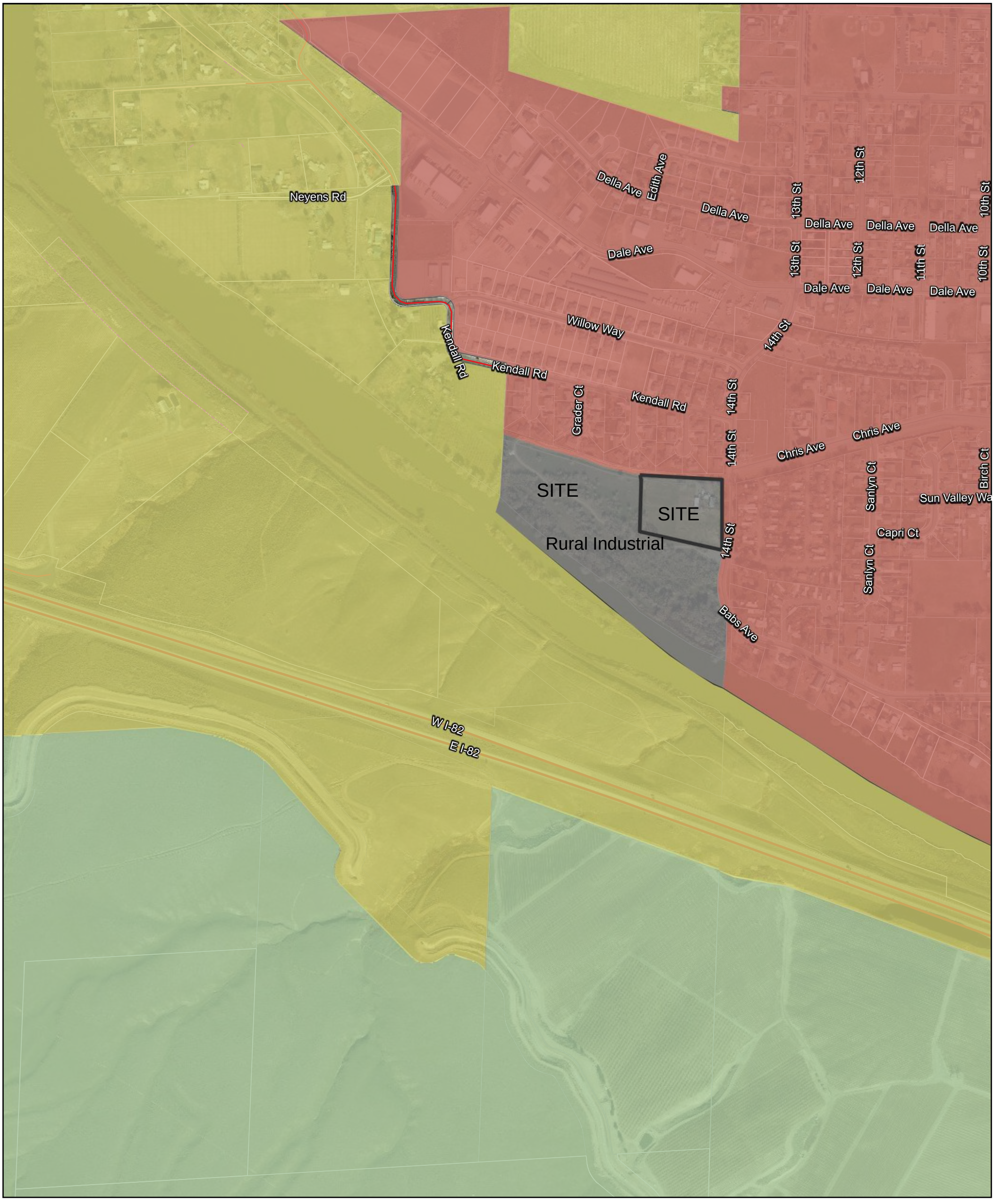
PL Goal 2: Work with cities and agencies to protect greenways and open spaces along the riverine corridor of the lower Yakima River.

SUGGESTED MOTION

I move that the Planning Commission forward a **recommendation of approval** to the Benton County Board of Commissioners subject to the eleven (11) Findings of Fact listed in the Staff Report dated March 25, 2024 for application CPA 2024-002, and that the Secretary of the Planning Commission develop written findings for approval and signature of the Planning Commission Chairman.

CPA 2024-002 Current Comp Plan Designations

PCM 1.2



3/21/2024, 1:55:00 PM

CompPlan

- GMA AG
- RURAL INDUSTRIAL
- RURAL REMOTE
- URBAN

Road Centerline

- Access Easement
- Paved County Road
- Gravel County Road
- Private County Road
- Interstate
- City Road
- Parcels

City Limits

- Benton City

1:9,028

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

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,

CPA 2024-002/EA 2024-002 Proposed Comp. Plan Designations

PCM 1.3

2/20/2024, 3:15:47 PM

Road Centerline

Paved County Road

State Route

Interstate

City Road

Parcels

City Limits

Benton City

1:4,514

0 0.04 0.07 0.15 mi

0 0.05 0.1 0.2 km

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 | City of Pasco, Oregon State Parks, State of Oregon GEO, WA State Parks GIS, Esri, TomTom, Garmin, SafeGraph, METI/NASA, USGS, Bureau of Land Management,

APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT

File No. CPA 2024-002

1. NAME OF APPLICANT: Spink Engineering for Benton City f9o »•« =o. Bl» ‹r» '><z»'\

MAILING ADDRESS. PO Box 922, Richland WA 99352

TELEPHONE: 509-946-1581

CONTACT PERSON: Nathan Radach NATHAN @ SPINKENG. COM

RECEIVED

2. LEGAL OWNER(S) OF RECORD, if different from applicant:

(Attach additional sheet if necessary.)

Name: Department of Fish and Wildlif

Benton Co. Planning Dept

Address: 1701 SOuth 24th Ave, Yakima WA 98901

Phone: 09 406 0223

Please answer the following questions. If more space is needed please use additional pages.

1. Address, parcel number and legal description of property:

Parce[# 113964011991001: Abbreviated Legal Description - 1993 Fleetwood Chadwick 26 x 56: Section 13 Township 9 Range 26, Short Plat #1991, Lot 1 subject to easements and restrictions of record less portion to City of Benton City for road right of way. (desc chg 10/5/95 af#95-22563
P.arcel # 1139640119 91002. abbreviated legal description - Short Plat #1991, Lot 2 subject to easements and restrictions of record less portion to City of Benton City for road right of way.(desc chg 2/8/96 af#96-3094)

2. What is the current use of the property?

Open Land - City operated natural park with paved trail & residential

3. What is the existing comprehensive plan designation for the area in which the property is located?

Rural Industrial

4. What is the proposed use of the property

Open Land - Park

Residential - Residential/Home

5. State the requested amendment language or proposed plan designation for the property:

Open Land - Public

Residential - RL5

6. Prepare and attach a site map showing the area in which a plan change is being sought: If the amendment requires a map plan change, please show clearly the following: the proposed plan change boundaries, map scale, north arrow, date of preparation, major physical boundaries; both natural and man-made, lying within or adjacent to the affected area (I. e., including but not limited to highways, railroads, rivers, streams, power lines, schools, and other public outbuildings, etc.), section, township and range lines are to be shown and identified If in shoreline area, define existing shorelines area as shown in existing shorelines master plan and indicate the existing environment designation.

7. What are the reasons for the requested amendment include substantial information why the provisions, map designations, etc., of the adopted plan are not sufficient to satisfy the concern that gives rise to the amendment request:

Open Land - owned by DFW with agreement with Benton City to maintain property as a "natural park."

Residential - privately owned residence, in place since 1993

8. Include information on the availability and location of utilities and roads, means of providing water and waste disposal, schools, parks, and the availability of sheriff and fire protection services:

Land has access to utilities and 14th Street as both properties have been in place for some time: park - 15 years, residence 30 years. Availability to emergency services will not change. Availability to schools, waste disposal and and other city amenities will not change.

9. Please provide supporting information on how the proposal complies with the comprehensive plan amendment evaluation criteria (see attached):

For an amendment to the Comprehensive Plan Map, the proposed designation is adjacent to property having a similar and compatible designation, or the subject property is of sufficient size, or other conditions are present, to locate development or otherwise mitigate potential incompatibilities to insignificant levels;

10. Include any other substantiated information that you feel is necessary or relevant for consideration:

Please use additional pages when required to provide ten (10) resident support signatures:

Applicant's Signature	Nathan Radach Printed Name	z c Date
Cynthia Wilkerson Signature of Legal Owner's	Name: WDFW Printed Name Cynthia Wilkerson	11/29/23 Date
Signature of Person with Additional Ownership Interest	Lloyd Goode Printed Name	11-29-23 Date
Signature of Person with Additional Ownership Interest	Printed Name	Date
Signature of Person with Additional Ownership Interest	Printed Name	Date

ALL persons with an ownership interest in the property on which the land use action is proposed must sign the application other than interests exclusively limited to ownership of the parcel's mineral rights.

An application fee of $1 000.00 must be submitted with this application. This fee is non- refundable. Please make checks payable to Benton County Treasurer.

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DISPLAY MAP

5-5-23

JOB# 22-115

SHEET 1 of 1

CITY OF BENTON CITY

DISC GOLF COURSE
PARKING & BOAT LAUNCH

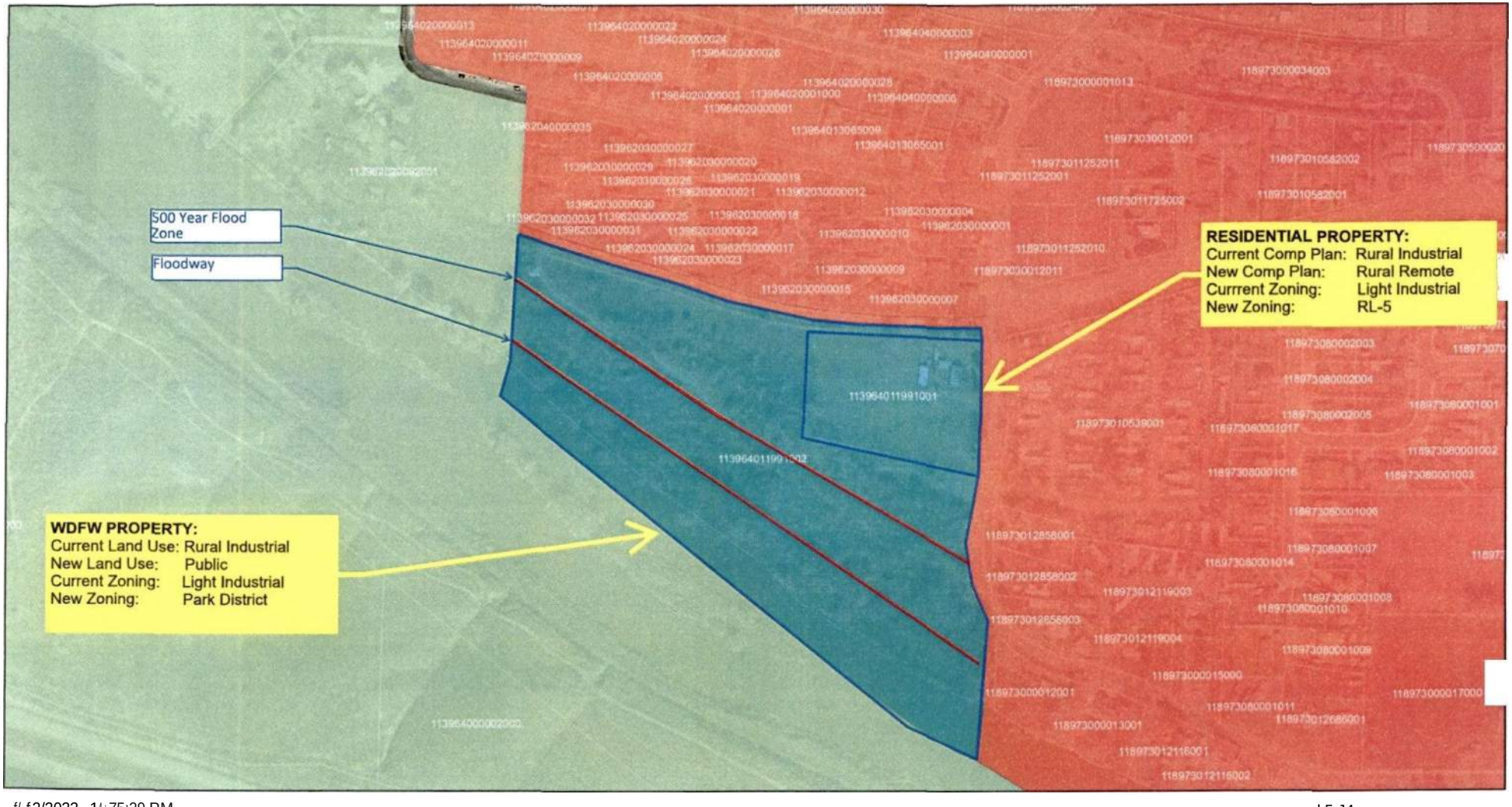
BENTON CITY
WASHINGTON

DRAWN BY:
DESIGNED BY:
APPROVED BY:
FILE:

SPINK ENGINEERING

NO. DATE REVISION COMMENTS BY APP

14th Street Park in County: Rural Industrial



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Comp Plan

URBAN

RURAL INDUSTRIAL

RURAL «EMOTE

Parcels and Assess

City Limits

Benton City

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0 0.05 0 1 0 2 km

Benton County, WA

Community Development Department
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 E 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

PCM 1.5

November 30, 2023

Spink EngineeFing
C/o Nathan Radach
PO Box 922
Richland, WA 99352

RE: Written Determination of Completeness for CPA 2024-002 and EA 2024-002

Dear Mr. Radach,

This office is in receipt of your application for a Comprehensive Plan Amendment (CPA) proposing amend the land use designation of parcels 1-1396-401-1991-001 and 1-1396-401-1991-002 from Rural Industrial to Rural Remote and Public respectively.

The office is also in receipt of an associated Environmental Checklist (EA 2024-002), required to accompany the application for a Comprehensive Plan Amendment. Upon reviewing your project permit application our office has determined that the required material for a complete application has been submitted, a file number has been assigned, and the review process will begin on your project permit application. Prior to the Planning Commission open record hearing for your application, you will receive a public hearing notice and a copy of the staff memo.

Although this office has determined the application is complete, more clarification or information may be needed from you once we begin the review process. If additional information is required, it will need to be submitted to our office before the item can be heard at the open record hearing before the Planning Commission.

If you have any questions regarding this matter, do not hesitate to contact this office.

Sincerely,

Michelle MerceF
Planning Manager

Cc: City of Benton City, PO Box 70, Benton City, WA 99320

EA

REOEIVFD
NOV 29
Benton County

A. Background Find help answering background questions

1. Name of proposed project, if applicable:

Spink Engineering Job #23-132
14 * Street Park, Benton County Comprehensive Plan Amendment and Rezone

Z. Name of applicant:

Nathan Radach, Project Manager
Spink Engineering for City of Benton City) Bc WA 99320)

3. Address and phone number of applicant and contact person:

Spink Engineering, LLC
Nathan Radach, Project Manager
(509) 203-0542
1623 Terminal Drive
Richland, WA 99352

4. Date checklist prepared:

11/21/23

5. Agency requesting checkllst:

Benton County
Planning Division
PO Box 910
Prosser, WA 99350

102206 East Wiser Parkway
Kennewick, WA 99338

6. Proposed timing or schedule (including phasing, if applicable):

Decembe 2023-
Phase 1 — Comprehensive Plan Amendment to change Land Designation for applicable parcels (see *Attachment 1: Parcel Map with Flood Plain* for reference):

- Parcel 113964011991002 — Change designation to “Public”
- « Parcel 113964011991001 — Change designation to “Rural Remote”

June 2024 -
Phase 2 — Rezone parcels as required to match current land use and for future development:

- Parcel 113964011991002 — Change zoning to ”Park District”
- Parcel 113964011991001 — Change 2oning to "RL-5”

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

Yes, development of 14'* Street Park to include installation of a disc golf course and freestanding exercise equipment. (See *Attachment 3: Future Site Plan* for reference). This will require minor excavation and a cultural resources survey. The future development is depending on availability of funds. Preliminary design is subject to change.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

A SEPA Checklist is being prepared for this project.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

As previously stated, a Comprehensive Plan Amendment is to be filed with Benton County along with this SEPA Checklist for approval.

10. List any government approvals or permits that will be needed for your proposal, if known.

A Cultural Resource survey will be required for all future projects requiring excavation.

11. Give a brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

Two existing parcels currently zoned light industrial require rezoning to "Park" and "Residential" to match their current uses. This will allow for future development of both sites.

See *Attachment 1: Parcel Map with Flood Plain* for zoning classifications.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

Benton City, WA. 33304 N 14^{t} ^{h} Street

Parcel #113964011991001: Abbreviated Legal Description - 1993 Fleetwood Chadwick 26 x 56: Section 13 Township 9 Range 26, SHORT PLAT #1991, LOT 1 SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD LESS PORTION TO CITY OF BENTON CITY FOR ROAD RIGHT OF WAY. (DESC CHG 10/5/95 AF#95-22563.

Parcel #113964011991002: Abbreviated Legal Description - SHORT PLAT #1991, LOT 2 SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD LESS PORTION TO CITY OF BENTON CITY FOR ROAD RIGHT OF WAY. (DESC CHG 2/8/96 AF#96-3094)

B. Environmental Elements

1. Earth Find help answering earth questions

a. General description of the site:

Terrain is generally flat with minor slope along the riverbank of the Yakima River. The park portion of the site is undeveloped shrub steppe environment with an asphalt paved trail through the site.

The residential development consists of a single family home, two storage buildings, and a fenced pasture.

Circle or highlight one: Flat, rolling, hilly, steep slopes, mountainous, other:

b. What is the steepest slope on the site (approximate percent slope)?

5% Grade is identified as the estimated steepest slope on site, near the river's bank.

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them, and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

The USDA Natural Resources Conservation Service (NRCS) has identified the soils on and around the site as Finley fine sandy loam and Warden silt loam. No soils will be removed from the site as a result of this application. See *Attachment 3: USDA Soil Survey.*

A portion of the residential parcel is currently used for pasture. There are no other known historical uses of agriculture for this property.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

No indications of unstable soils in the vicinity.

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.

There are no current plans for excavation, filling, or gradirig at this”time.

f. Could erosion occur because of clearing, cbnstruction, or use? If so, generally describe.

Limited wind erosion from blowing dust may occur.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

No additional impervious surfaces a”re planned to be installed at this time.

h. Proposed measures to. reduce or control erosion, or other impacts to the earth, if any.

No. rneasrires will be implemented to reduce or control erosion, as no construction is scheduled to take place at this time.

2. Air Find help answering air questions

a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.

Not applicable — no construction is scheduled to take place at this time.

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

There are no other known sources of emissions or odor that would affect this proposal.

c. Proposed measures to reduce or control emissions or other impacts to air, if any.

Not applicable — no construction is scheduled to take place at this time.

3. Water Find help answering water questions

a. Surface Water: Find help answering surface water questions

1. Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

   The park area borders the Yakima River on the south side of the parcel. See *Attachment 1: Parcel Map with Flood Plain* for location of floodplain.

2. Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

   No work will be done within 200 feet of any water bodies.

3. Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

   None.

4. Will the proposal require surface water withdrawals or diversions? Give a general description, purpose, and approximate quantities if known.

   Not applicable.

5. Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

The 100' stretch of land along the bank of the Yakima River lies within the 500-year flood zone. See *Attachment 1: Parcel Map with Flood Plain* for location of floodplain.

6. Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

   Not applicable.

b. Ground Water: Find help answering ground water questions

1. Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give a general description, purpose, and approximate quantities if known.

   The current residence utilizes an existing well as the source of potable water. It is estimated that approximately 138 gallons of water is utilized per day for a single residence. No other groundwater will be withdrawn, nor will any water be discharged to groundwater.

2. Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (domestic sewage; industrial, containing the following chemicals…; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

   The current residence utilizes an existing septic tank for sewage waste. Only domestic sewage will be discharged into the ground as a result of this septic tank.

c. Water Runoff (including stormwater):

a) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

   Storm water is the only known source of runoff for this area. No methods of collection and disposal are planned for this project. The current storm water remains onsite and percolates into the ground naturally.

   Could waste materials enter ground or surface waters? If so, generally describe.

   No foreseeable potential for waste materials to enter the ground and surface waters.

b) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

No drainage patterns are affected as a result of this proposal.

c) Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any.

No measures are needed to control runoff water, as the project does not alter the ground in any way.

4. Plants Find help answering plants questions

a. Check the types of vegetation found on the site:

@ deciduous tree: alder, maple, aspen, other
0 evergreen tree: fir, cedar, pine, other
@ shrubs
@ grass
@ pasture
0 crop or grain
0 orchards, vineyards, or other permanent crops.
@ wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
0 water plants: water lily, eelgrass, milfoil, other
0 other types of vegetation

WDFW Website labels this area is a shrubsteppe habitat.

b. What kind and amount of vegetation will be removed or altered?

No vegetation will be removed or altered as a result of this proposal.

c. List threatened and endangered species known to be on or near the site.

No known threatened or endangered species on or near site.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any.

No landscaping proposal or plan will be provided for this project.

e. List all noxious weeds and invasive species known to be on or near the site.

Quackgrass, puncturevine, and cheat grass have been located on or near the site.

5. Animals Find help answering animal questions

a. List any birds and other animals that have been observed on or near the site or are known to be on or near the site.

Examples include:

- Birds: hawk, heron, eagle, songbirds, other:
- Mammals: deer, bear, elk, beaver, other:
- Fish: bass, salmon, trout, herring, shellfish, other:

The following animals have been observed on or near the site, although it is assumed that native species are located throughout the site, as it is undeveloped and river accessible:

Birds: Killdeer, Sparrow, Starling
Mammals: Deer
Fish: None

b. List any threatened and endangered species known to be on or near the site.

WDFW lists the area as a known territory for Ferruginous Hawk, which is listed as threatened at state level, although none have been observed near the site. (See *Attachment 4: Priority Habitats and Species on the Web)*

c. Is the site part of a migration route? If so, explain.

Yes, it lies in the Pacific Flyway.

d. Proposed measures to preserve or enhance wildlife, if any.

None needed.

e. List any invasive animal species known to be on or near the site.

None known.

6. Energy and Natural Resources Find help answering energy and natural resource questions

1. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

No energy will be used for this project.

2. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

No.

3. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any.

N/A

7. Environmental Health Find help with answering health questions

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur because of this proposal? If so, describe.

No. No environmental health hazards could occur because of this proposal.

1. Describe any known or possible contamination at the site from present or past uses.

None known.

2. Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

None known.

3. Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

No toxic or hazardous chemicals will be stored, used or produced for this project.

4. Describe special emergency services that might be required.

None required for this project.

5. Proposed measures to reduce or control environmental health hazards, if any.

None required for this project.

b. Noise

1. What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

   Traffic noise from nearby roads and adjacent business operations will not impact the project.

2. What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site)?

   No noise will be created as a result of this project.

3. Proposed measures to reduce or control noise impacts, if any.

   Minimal noise anticipated, no uncommon or excessive noise will occur.

8. Land and Shoreline Use Find help answering land and shoreline use questions

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

   Parcel # 113964011991001: This smaller parcel contains a residence, several out-buildings, and fenced pasturelands.

   Parcel #113964011991002: This larger parcel consists of un-developed parklands, with an asphalt pathway weaving through the northern half of the parcel, and an asphalt parking lot installed on the northeast corner.

   Updating the comprehensive plan and zoning classifications will better align the properties with their current uses.

   This will have no impact on nearby or adjacent properties.

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses because of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?

   Not applicable.

1. Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how?

   This proposal will not affect surrounding farm or forest lands.

c. Describe any structures on the site.

Parcel # 113964011991001: Residential property containing:

- Manufactured home, 1408 SF with a covéred deck
- Storage Shed, 160 SF
- Pole Building with a Lean-to, 1750 SF

Parcel # 113964011991002: Park Sign kiosk locatéd next to the asphalt pathway.

d. Will any structures be demolished? If so, what7

. No structures to be”demolished as a result of this proposal.

e. ’ Whät is the current zoning classification of the site?

. Parcel 113964011991002—Light Industrial
Parcel 113964011991001=Light Industrial

f. ’ What is the current comprehensive plan.designation of the site?

Parcel 113964011991002 — Rural IndustriaÎ’
Parcel 113964011991001”—Rural Industriäl

g. If applicable, what is the current shoreline master progra‘m designation df thé site7

Ñot applicable

h. H,as”any part ofthe site been ciassified as a critical area by the city or county? If so; specify.

. A pörtion of parcel 910ô2 h”às béefi ’classified within a 500-Yeär Flood Zone..

i. Approxifiaately how mény people would ’reside or work in the completed project?

” ’Parcel 9’1001 curreritlÿ houses an occupied residence. There are nô plans to rnodify,this property. .

j. Approximately!how many.people would the completed project displace? ..

None

k. Rroposed‘measures to avoid or reduce displacernent impacts, if any.

Not Applicable

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any.

The project will be permitted through Benton County as a Comprehensive Plan amendment and future zoning revision.

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any.

None needed.

9. Housing Find help answering housing questions

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

Not applicable

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

Not applicable

c. Proposed measures to reduce or control housing impacts, if any.

Not applicable

10. Aesthetics Find help answering aesthetics questions

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

Not applicable.

b. What views in the immediate vicinity would be altered or obstructed?

None, no new structures to be built on site.

c. Proposed measures to reduce or control aesthetic impacts, if any.

Not applicable.

1 1. Light and Glare Find help answering light and glare questions

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

Not applicable.

b. Could light or glare from the finished project be a safety hazard or interfere with views?

No, no new structures on site.

c. What existing off-site sources of light or glare may affect your proposal?

None known.

d. Proposed measures to reduce or control light and glare impacts, if any.

None necessary.

12. Recreation Find help answering recreation questions

a. What designated and informal recreational opportunities are in the immediate vicinity?

Parcel 113964011991002 – Currently used as a park facility, with asphalt walking path. Future development plans include a disc golf course and exercise stations, pending funding opportunities.
Parcel 113964011991001 – Used as residential property, no recreational opportunities.

b. Would the proposed project displace any existing recreational uses? If so, describe.

No. It would allow for potentially additional recreational opportunities

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any.

None.

13. Historic and Cultural Preservation Find help answering historic and cultural preservation questions

a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe.

There are no eligible structures on site.

b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

There is no evidence of any historic use or occupation onsite. A Cultural Resources Survey (CRS) was completed in 2022 for the placement of kiosks along the walking path. See *Attachment 5: Cultural Resources Survey.*

c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

A search was conducted on the Department of Archaeological and Historic Preservation's online database to verify that no cultural resources have been located on this site. The Kendall Holstein Dairy is constructed near the site, and labeled as an eligible Heritage Property (see *Attachment 6: Historic* Site *Map*\.

d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

N/A, as DAHP's online search found no cultural resources on this site or surrounding area. Should funding opportunities allow for installment of future park amenities, a new CRS would be completed prior to any excavation on the park site.

14. Transportation Find help with answering transportation questions

a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.

The parcels are currently accessible to 14* street on the east side of each property. There are currently driveways at each site to provide access.

b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?

Geographic area is currently served by Benton Franklin Transit. Nearest transit stop is approximately 2200 ft from site.

c. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle, or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).

Proposal will not require any improvements to existing roadway infrastructure.

d. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

Project will not occur in vicinity of alternate transportation methods.

e. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?

As this is an amendment to Comprehensive Plan and zoning revision, no traffic would increase or decrease as a result of this proposal.

f. Will the proposal interfere with, affect, or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

Project will not interfere or affect agricultural or forest transport.

g. Proposed measures to reduce or control transportation impacts, if any.

None.

15. Public Services Find help answering public service questions

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.

Project will not increase need for public services.

b. Proposed measures to reduce or control direct impacts on public services, if any.

Not applicable.

16. Utilities Find help answering utilities questions

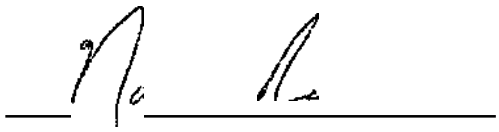
a. Circle utilities currently available at the site: electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other:

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

No new utilities or modification to existing utilities proposed for this project.

C. Signature Find help about who should sign

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.



Type name of slgnee: Nathan Radach

Position and agency/organization: Project Manager, Spink Engineering

Date submitted: 11/30/2023

D. Supplemental sheet for nonproject actioffs Find help for the nonproject actions worksheet

IT IS hIOT REQUIRED to use this sectlon for project actions.

Because these questlons are very general, It may be helpful tD read them In conjunction wlth the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of actlvltles likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to Increase discharge to water, emissions to air, production, storage, or release of toxic or hazardous substances; or production of noise7

   Very unlikely to increase any dlscharges, emissions, etc.
   - Proposed measures to avoid or reduce such Increases are:
     N/A

2. How would the proposal be likely to affect plants, animals, fish, or marine life7
   Very unllkely to affect wildlife.
   - Proposed measures to protect or conserve plants, animals, fish, or marine life are:
     N/A
3. How would the propDsal be likely to deplete energy or natural resources7
   Very unlikely to deplete energy or natural resources.
   - Proposed measures to protect or conserve energy and natural resources are:
     N/A
4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection, such as parks,

Type name of signee: Nathan Radach

Position and agency/organization: Project Manager, Spink Engineering

Date submitted: 11/30/2023

D. Supplemental sheet for nonproject actiol3S Find help for the nonproiect actions worksheet

IT IS NOT REQUIRED to use this section for project actions.

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

   Very unlikely to increase any discharges, emissions, etc.

- Proposed measures to avoid or reduce such increases are:
  N/A

2. How would the proposal be likely to affect plants, animals, fish, or marine life?
   Very unlikely to affect wildlife.

- Proposed measures to protect or conserve plants, animals, fish, or marine life are:
  N/A

3. How would the proposal be likely to deplete energy or natural resources?
   Very unlikely to deplete energy or natural resources.

- Proposed measures to protect or conserve energy and natural resources are:
  N/A

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection, such as parks,

wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

Use of existing park will continue as currently utilized by the public. No increase in public use is anticipated as a result of this proposal.

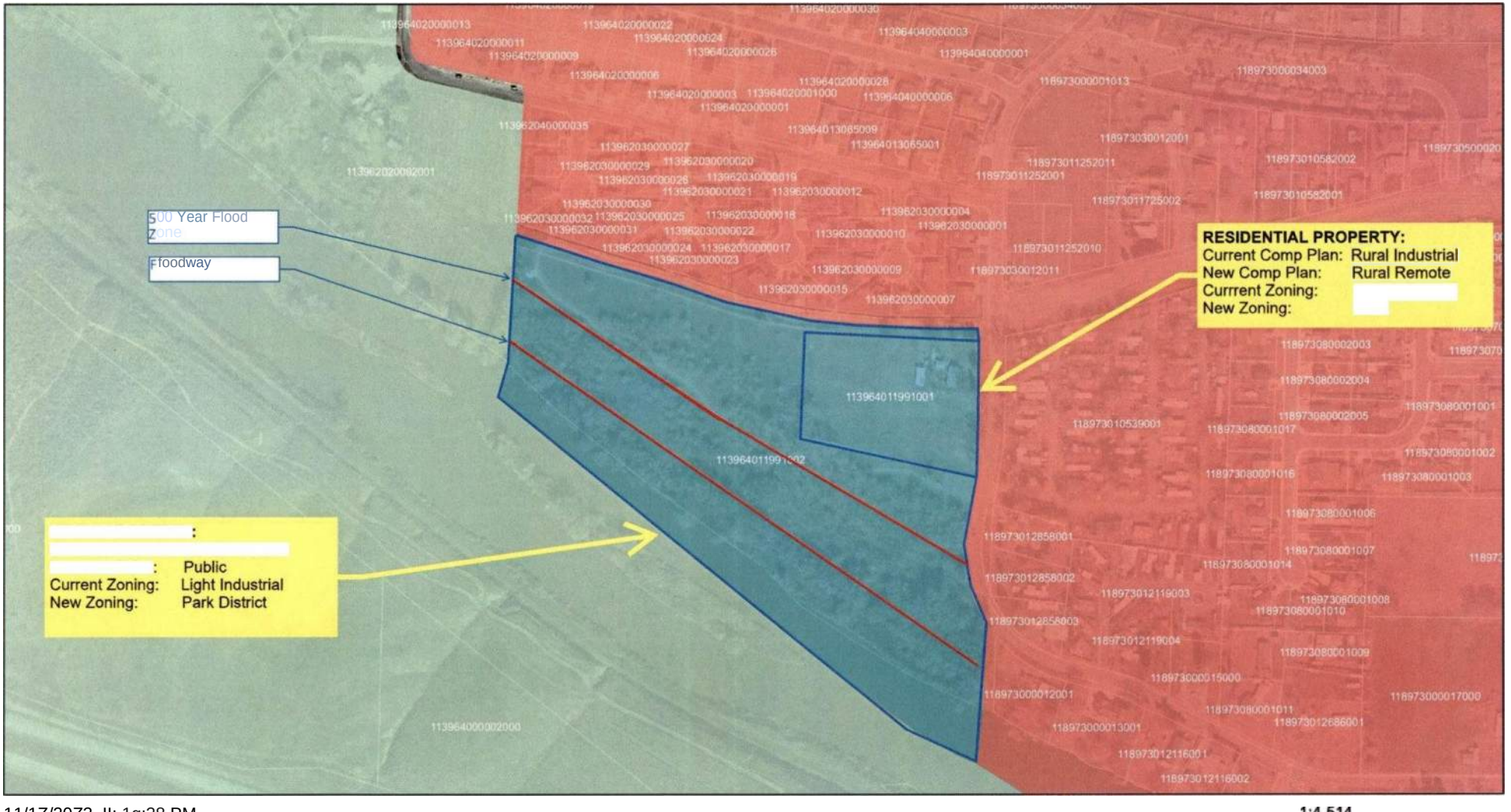
- Proposed measures to protect such resources or to avoid ôr reduce impacts are:
  None

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?
   Proposal is not anticipated to allow or encourage use incompatible with plans.
   - Proposed measures to avoid or reduce shoreline and land use impacts are:
     None
6. How would the proposal be likely to increase demands on transportation or public services and utilities?
   Very unlikely to increase demande on transportation, public services, or utilities.
   - Proposed measures to reduce or respond to such demand(s) are:
     None
7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requiremeùts for the protection of the environment.
   Proposaï will not conflict with laws or requirements for protection of the environment.

Attachment 1

Parcel Map with Flood Plain

14th Street Park in County: Rural Industrial



11/1Z/20Z3, II: 1g:28 PM

Comp Plan

URBAN

RURAL INDUSTRIAL

RURAL REMOTE Clty Llrzgts

Parcels and Assess

Benton City

1:4,514

0 0.04 0.07 0.15 mi

0 095 R4 0.Jtm

Attachment 2

Future Site Plan

DISPLAY MAP
FOR

-DISC GOLF COURSE-
-PARKING LOT EXPANSION-
-BOAT LAUNCH-
-EXERCISE STATIONS-

N

0 60 120 180
SCALE IN FEET

5-5-23

SPINK ENGINEERING
1823 Terminal Drive • Richland, WA • 509.946.1585 • www.spinkeng.com

CITY OF BENTON CITY
DISC GOLF COURSE
PARKING & BOAT LAUNCH
BENTON CITY WASHINGTON

DRAWN BY:
DESIGNED BY:
APPROVED BY:
FILE: 22-115 Disc Golf Course 5-5-23.dwg

SHEET 1 of 1
JOB# 22-115
DWG# 600-278

Attachment 3

Soil Map

N

0 100 200 400 600

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 11N WGS84

MAP LEGEND

Aree ef Tntercet (AOI)
Area of Interest (AOI)

Soils
Soil Map Unit Potygons
Soi] Map Unit Lines
Soi) Map Unit Po'nts

gpeclel Point Feeturee
Blowout
@ Borrow Pit
@ Clay Spot
// Closed Depression
@ Gravel Pit
Gravel)y Spot
@ Landfill
@ Lava Flow
Marsh or swamp
@ Mine or Ouarry
j@ Miscellaneous Water
@ Perennial Watet
y.• Rock Outcrop
+ Sa)lne Spot
Sandy Spot
Severely Eroded Spot
@ Sinkhole

Sodic Spot

@ Spoil Area
q Stony Sgot
@ Very Stony Spot
Wet Spot
Qher
+• Special line FeaMres

Water F•aturae
Streams and Canale

Rails
Interstate Highways
US Routes
Major Roads
Local Roads

Bockgzouna
Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could hava been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: NaMral Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from t1ne Web Soi) Survay are based on the Web Mercator projection, which preserved direction and shape but distorts distance and area. A projection that preserves area, such as the AJbers equal-area conic projection, should be used If more accurate calculations of distance or area are required.

This product is generated Gom the USDA-NRCS certified data as of the ver\iOn data(G) listed be4OW.

Soil Survey Area: Benton County Ana, Washington
Survey Area Data: Version 19. Aug 29, 2023

Soil map uniM are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 26, 2022----Jun 27, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably di#ers from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries mey be evident.

Map Unit Legend

Map Unit Symbol	Cap finit N•mo	Acrec in AOI	Percent of AOI
FeB	Finley fine sandy loem, 2 to 5 percent slopes	13.8	64.6°4
PaA	Pasco fine sandy loam, 0 to 2 percent slopes	1.5	6.8′Ɛ
PcA	Pasco silt loam, 0 to 2 perdent	0.0	0.2%
W	Water	2.#	11.2%
WdB	Warden sitt loam, 2 to 5 percent elopes	3.7	17.2%
Totale for Area of întefeat		21.4	100.0%

Attachment 4

Priority Habitats and Species on the Web

The content of this report is not releasable to the public.

Attachment 5

Cultural Resources Survey

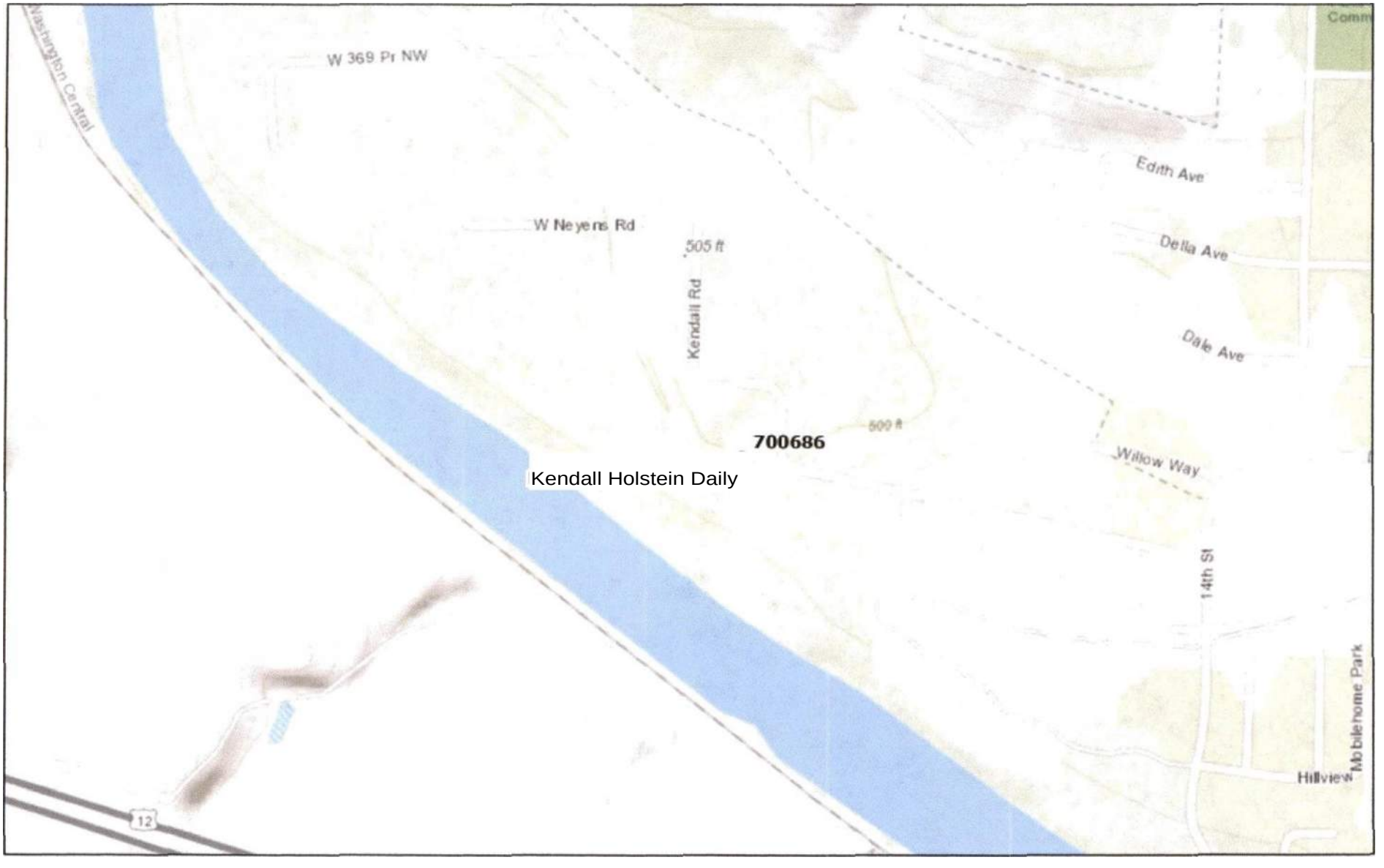
The content of this report is not releasable to the public.

Attachment 6

Historic Site Map

HISTORIC SITE MAP

14th Street Park, Benton *City*



5/23/2020

1:9,028

0 0 05 0.1 0.2 mi

0 0.07 0.15 0.3 km

Inventories (points)

Determined Eligible

Register Properties (PointS

Register Properties (Lines)

Heritage Barns

@ Registe Properties (Polygons)

Register Districts

County

Sources Esn. HERE Garmin. Intermap. ir+crerneni P Corp . GEBCO, USGS FAO NPS, fJRCAN, GeoBese. IGN. K adustet NL. Ordnance Suwey, Esri

x

Type name of signee: Nathan Radach

Position and agency/organization: Project Manager, Spink Engineering

Date submitted: 11/30/2023

D. Supplemental sheet for nonproject actions Find help for the nonproiect actions worksheet

IT IS NOT REQUIRED to use this section for project actions.

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

   Very unlikely to increase any discharges, emissions, etc.

- Proposed measures to avoid or reduce such increases are:
  N/A

2. How would the proposal be likely to affect plants, animals, fish, or marine life?
   Very unlikely to affect wildlife.

- Proposed measures to protect or conserve plants, animals, fish, or marine life are:
  N/A

3. How would the proposal be likely to deplete energy or natural resources?
   Very unlikely to deplete energy or natural resources.

- Proposed measures to protect or conserve energy and natural resources are:
  N/A

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection, such as parks,

Community Development Department
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.bentoncountywa.gov

Planning Division
(509) 786-5612
Planning.department@co.benton.wa.us
102206 E Wiser Parkway, Kennewick, WA 99338

Determination of Non-Significance

Proponent: **Spink Engineering, LLC for Benton City**
PO Box 922
Richland, WA 99352

File No. EA 2024-002

Project Description: A Comprehensive Plan Amendment (CPA 2024-002) by Spink Engineering on behalf of the City of Benton City to amend the land use designation of two (2) parcels in the Benton County Comprehensive Plan. The application proposes to amend the current land use designation of Rural Industrial for both parcels to a land use designation of Public for parcel 1-1396-401-1991-002 and a designation of Rural Remote for parcel 1-1394-401-1991-001. Additionally, the subsequent rezone of the properties from the Light Industrial zoning designation to a Park zoning designation for parcel number 1-1396-401-1991-002 and a rezone of Parcel 1-1396-401-1991-001 to a Rural Lands 5 Acre has been included in this SEPA application review.

Project Location: The project is located in the Benton City area of unincorporated Benton County, located at 33304 N 14th St, Benton City, WA 99320. The parcel is legally described as Lots 1 and 2 of Short Plat 1991, Section 13, Township 9N, Range 26E, parcel numbers 113964011991001 and 113964011991002.

Jurisdiction: Benton County, Washington
Lead Agency: Benton County Planning Division

Threshold Determination: The lead agency for this proposal has determined that it will not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). The decision was made after review of a completed environmental checklist, comments received from various agencies and other information on file with the lead agency. This information is available to the public on request.

This DNS is issued under WAC 197-11-340(2) the lead agency will not act on this proposal for 14 days from the date below. Comments must be submitted by March 6, 2024.

Administrative appeals of threshold determinations of non-significance are not allowed.

SEPA Responsible Official: Michelle Mercer
Position/Title: Planning Manager – Benton County Planning Division
Address: 102206 E Wiser Parkway, Kennewick, WA 99338

Date: February 21, 2024

Michelle Mercer, Planning Manage
Benton County Community Development Department

Community Development Department
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.bentoncountywa.gov

Planning Division
(509) 786-5612
Planning.department@co.benton.wa.us
102206 East Wiser Parkway, Kennewick, WA 99338

NOTICE OF PUBLIC HEARING

NOTICE OF HEARING BEFORE THE BENTON COUNTY PLANNING COMMISSION in the matter of county planning at a regular meeting on April 9, 2024, at 6:00 p.m., via in person and virtual meeting format in the Meeting Room on the first floor of the Courthouse, 620 Market Street, Prosser WA. The entry to the meeting room is located off Main Street on the East side of the Courthouse. To find information on virtual attendance options, including streaming video, WebEx video conferencing and telephone, please visit www.tinyurl.com/BCPublicNotice.

NOTICE IS HEREBY GIVEN that public comment will be taken on the following proposed amendments to the Benton County Comprehensive Plan before the Benton County Planning Commission at this meeting:

CPA 2024-001 - A proposal by Benton County to amend two (2) sections of the Benton County Comprehensive Plan related to the Open Space Conservation Land Use Designation. The application proposes to amend Section 3.3.5 table 3.4.

CPA 2024-002 - A proposal by Spink Engineering on behalf of the City of Benton City to amend the land use designation of two (2) parcels in the Benton County Comprehensive Plan. The application proposes to amend the current land use designation of Rural Industrial for both parcels to a land use designation of Public for parcel 1-1396-401-1991-002 and a designation of Rural Remote for parcel 1-1394-401-1991-001.

NOTICE IS FURTHER GIVEN that the proposed Comprehensive Plan Amendments have been reviewed under the requirements of the State Environmental Policy Act and Determinations of Non-Significance (DNS) were issued on February 21, 2024. Accordingly, Environmental Impact Statements were not required for these proposals. Any comments regarding these determinations and the environmental impacts of the proposals can be made at the Planning Commission Hearing or in writing to the Benton County Planning Division by 3 p.m. on Monday, April 8, 2024.

At this hearing, the Planning Commission may recommend approval or disapproval of the amendments to the Benton County Board of Commissioners. All parties concerned may present any support or objections for the applications. Information concerning the applications can be obtained at the Benton County Planning Division, by calling 736-3089 (Tri-Cities) or 786-5612 (Prosser) or by visiting www.tinyurl.com/BCPublicNotice.

Dated this 20th day of March 2024.

Martin Sheeran, Chairman
Benton County Planning Commission

Michelle Mercer, Manager
Planning Division

PUBLISH: March 27, 2024

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

Benton County Planning Division
2024 Comprehensive Plan Amendment Docket

The 2024 Benton County Comprehensive Plan amendment cycle for the review of proposed amendments begins with the docketing of proposals. The County has received the following application proposals for amendment to the Benton County Comprehensive Land Use Plan:

CPA 2024-001 - A proposal by the Community Development Department, Planning Division to clarify and amend two sections in the Benton County Comprehensive Plan related to the Open Space Conservation Land Use Designation.

CPA 2024-002 - A proposal by the City of Benton City requesting a change in the Comprehensive Plan Land Use Designation on two parcels from Rural Industrial to Rural Remote and Public. These parcels are located in the southwest corner of the intersection of 14th Street and Chris Avenue, Benton City WA. Parcel # 113964011991002 will be change from Rural Industrial to Public and Parcel #113964011991001 will be changed from Rural Industrial to Rural Remote in Section 13, Township 9 North, Range 24 East, W.M.

These applications will be reviewed under the requirements of SEPA (RCW 43.21C) and Title 16.14 of the Benton County Code. The Planning Division will initiate the review and analysis of each application for consistency with the Growth Management Act and the Comprehensive Plan, including the adopted Benton County-wide Planning Policies and prepare a staff report with a recommendation to the Planning Commission for the approval or denial of each application. The Planning Commission will conduct an open record hearing and forward their recommendations to the Board of County Commissioners (BOCC). The BOCC will conduct an open record hearing to consider and act upon the Planning Commission recommendation. Final actions on the proposed amendments are anticipated by late spring/early summer of 2024. Notification of the hearings will be published in advance; those interested in receiving a notice by mail or email regarding the above actions may call the Benton County Planning Division: at (509) 786-5612 or use our "contact us" form found at http://tinyurl.com/BCcontactus. Information regarding the amendment process is available via the County website at https://tinyurl.com/CPAannual.

Michelle Mercer, Planning Manager
BENTON COUNTY PLANNING DIVISION

PUBLISHED: Wednesday, January 17, 2024.

Community Development
Building Division
102206 E. Wiser Parkway
Kennewick, WA 99338

Fire Marshal
Gary Tiplady
(509) 735-3500
Gary.Tiplady@co.benton.wa.us

PCM 1.10

Fire Marshal Comments:

Date: February 23, 2024

Parcel #:1-1396-401-1991-002, 1-1394-401-1991-001

Donna,

From the perspective of the Fire Marshal, I have no comments in regard to EA 2024-002.

If you have questions on these requirements, please, feel free to contact the County Fire Marshal at (509) 735-3500. Ext 2411.

Re: EA 2024-002, Benton City

Gary Tiplady
Benton County Fire Marshal
Building Inspector II
509-735-3500
Gary.Tiplady@co.benton.wa.us

PCM 1.11

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY
Central Region Office
1250 West Alder St., Union Gap, WA 98903-0009 • 509-575-2490

March 4, 2024

Donna Hutchinson
Planning Division
PO Box 910
Prosser, WA 99350

RE: 202400779; EA 2024-002

Dear Donna Hutchinson:

Thank you for the opportunity to comment during the Determination of Non Significance process for the Comprehensive Plan Amendment - Land Use Designation changes. The Department of Ecology (Ecology) has the following comments.

Water Resources

In Washington State, prospective water users must obtain authorization from the Department of Ecology before diverting surface water or withdrawing ground water, with one exception. Ground water withdrawals of up to 5,000 gallons per day used for single or group domestic supply, up to 5,000 gallons per day used for industrial purposes, stock watering, and for the irrigation of up to one-half acre of non-commercial lawn and garden are exempt from the permitting process. Water use under the RCW 90.44.050 exemption establishes a water right that is subject to the same privileges, restrictions, laws and regulations as a water right permit or certificate obtained directly from Ecology. If you have any questions or would like to respond to these Water Resources comments, please contact Christopher Kossik at (509) 379-1826 or email at christopher.kossik@ecy.wa.gov.

Sincerely,

Joy Espinoza

Joy Espinoza
SEPA Coordinator
Central Regional Office
509-379-3967
crosepacoordinator@ecy.wa.gov

BENTON CLEAN AIR AGENCY

February 23, 2024

Re: EA 2024-002

Donna Hutchinson
Rural Water Supply Coordinator
102206 E. Wiser Parkway
Kennewick, WA 99338

Applicant/Proponent: Nathan Radach
1623 Terminal Dr
Richland, WA 99352

Dear Ms. Hutchinson:

It has come to our attention that you are reviewing a proposal for the above named applicant in which a parcel or parcels will be disturbed for development. Because these activities may cause possible fugitive dust emissions, we would like to take this opportunity to provide information to ensure that the applicant takes reasonable steps to control the dust from his/her project.

The Benton Clean Air Agency (BCAA) requires the applicant submit a Proof of Contact: Soil Destabilization Notification for this project prior to any excavation/construction taking place. This will ensure that the proponent has the ability and resources to control fugitive dust emissions that may be created as a result of construction activities. This will also inform them of the regulations and requirements of the BCAA. Additionally, a written dust control plan must be developed and maintained for all soil destabilization projects and must be readily available upon request by the BCAA. Part of this plan is submitting the name of at least one person for the project so that the BCAA has a point of contact should we receive any dust complaints from the project. The Soil Destabilization Notification form can be found and submitted on our website, www.bentoncleanair.org.

Thank you for the opportunity to comment on this proposal. If you have any questions, or would like further information on this subject, please contact us at (509) 783-1304.

Sincerely,

Noah Lee

Noah Lee
Inspector

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	5/07/2024
Subject:	Amendment 1 Interagency Agreement between the WA State AOC & Benton County
Presenter:	N/A
Prepared By:	Tiffany Runge
Reviewed By:	Ryan Brown

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

Mr. Brown advised he is not willing to approve to form, Amendment 1 Interagency Agreement IAA24241, as the proposed language is unclear and arguably inconsistent. However, given that the county has already submitted requests for reimbursement equal to or greater than the initial contract amount the amendment should not negatively affect us and might increase the funds we receive.

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

Board of Benton County Commissioners approved Resolution 2023-613 accepting the UGA reimbursement funding Interagency Agreement IAA24241 for the term of July 1, 2023 through June 30, 2024, for a maximum reimbursement of $79,648. The Superior Court received notification on April 18, 2024 of an update to language to Interagency Agreement #IAA24241, Section VI. Revenue Sharing. Updated language reflects the Court must provide the AOC any surplus for revenue sharing and request revenue sharing by timely submitting all completed invoices no later than October 31, 2024. The AOC may initiate the revenue sharing process if monies are available. The AOC will notify the Court, no later than November 30, 2024, of any intention to redistribute funding among courts pursuant to the program's appropriation language. The AOC may increase or decrease the total value of the Agreement, based on the amount of actual expenses incurred by the Court.

Fiscal Impact

No impact.

Recommendation

I recommend that the Board of County Commissioners for Benton County approve the resolution and authorize the Superior Court Presiding Judge to sign Interagency Amendment 1 Agreement #IAA24241 between the Administrative Office of the Courts and Benton County.

Suggested Motion

N/A – Consent Agenda.

BENTON COUNTY RESOLUTION

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

IN THE MATTER OF AUTHORIZING THE SUPERIOR COURT TO SIGN THE AMENDMENT 1 INTERAGENCY AGREEMENT #IAA24241 BETWEEN WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS AND BENTON COUNTY SUPERIOR COURT

WHEREAS, the Board of Benton County Commissioners approved Resolution 2023-613 accepting the UGA reimbursement funding as outlined in Interagency Agreement IAA24241; and

WHEREAS, the Superior Court received notification on April 18, 2024 of an update to language to Interagency Agreement #IAA24241, Section VI. Revenue Sharing, requiring the Court to report any surplus for revenue sharing and request revenue sharing by timely submitting all completed invoices to AOC no later than October 31, 2024, so the AOC may initiate the revenue sharing process if monies are available, as outlined in the attached Amendment I Interagency Agreement #IAA24241; and

WHEREAS, the AOC will notify the Court, no later than November 30, 2024, of any intention to redistribute funding among courts pursuant to the program's appropriation language. The AOC may increase or decrease the total value of the Agreement, based on the amount of actual expenses incurred by the Court; and

WHEREAS, the Court must submit final invoices to payables@courts.wa.gov , no later than October 31, 2024. The revenue sharing process must be completed by December 31, 2024; and

WHEREAS, Tiffany Runge, Superior Court Administrator, finds it is in the best interest of the Superior Court that the Amendment 1 Agreement #IAA24241, between Washington State Administrative Office of the Courts and Benton County Superior Court, be approved as presented for the term of July 1, 2023 through June 30, 2024, updating the language in VI. Revenue Sharing; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners hereby accepts the proposed Amendment 1 Interagency Agreement IAA24241, updating Revenue Sharing, for the term of July 1, 2023 through June 30, 2024; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners approves the attached Amendment 1 Agreement #IAA24241, between Washington State Administrative Office of the Courts and Benton County Superior Court and authorizes the Superior Court Presiding Judge to sign.

DATED this _____ day of _____, 2024.

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Commissioner

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

AMENDMENT 1

INTERAGENCY AGREEMENT IAA24241

BETWEEN

WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS

AND

BENTON COUNTY SUPERIOR COURT

REGARDING THE UNIFORM GUARDIANSHIP, CONSERVATORSHIP AND OTHER PROTECTIVE ARRANGEMENTS ACT

This Amendment to the Agreement is entered into by and between the Washington State Administrative Office of the Courts (AOC) and Benton County Superior Court .

I. PURPOSE

This Amendment will update language on section VI. Revenue Sharing.

II. EFFECTS OF AMENDMENT

Language in VI. Revenue Sharing will be deleted and replaced as follows:

> "A. The Court must report to the AOC any surplus for revenue sharing and request revenue sharing by timely submitting all completed invoices on a monthly or bi-monthly basis, and in any event no later than October 31, 2024. The AOC may initiate revenue sharing process if monies are available.
>
> B. The AOC will notify the Court no later than November 30, 2024 that the AOC intends to redistribute funding among the courts participating in the program pursuant to the program's appropriation language. The AOC may increase the total value of the Agreement if additional funds are available or reduce the Agreement amount based on actual expenses incurred by the Court through submitted invoices and supporting documentation.
>
> C. The Court must submit the final invoice to payables@courts.wa.gov no later than October 31, 2024. The revenue sharing process must be completed by December 31, 2024."

Except as amended herein, all other terms and conditions of the original Agreement remain the same and in full force and effect.

AGREED:

Washington State Administrative Office of the Courts	**BENTON COUNTY**
Signature *Date*	*Signature* *Date*
Christopher Stanley, CGFM	
Name	*Name*
Chief Financial and Management Officer	
Title	*Title*

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 14, 2024
Subject:	Membership Application Agreement with MMCAP and authorization to payment to Henry Schein, Inc. for the purchase of medicated treatment within the jail utilizing WA State Department of Enterprise Services Contract #19022
Presenter:	Lt. Kasey Kist
Prepared By:	Lisa Small
Reviewed By:	Jeff Aultman; Chief Guerrero; Lt. Kist; 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:** *(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 2023-636 and 2024-0299 the Board of County Commissioners approved Contract K6920 and amendment thereto between Benton County and Washington State Health Care Authority (HCA) for the Same Day Visit and Transportation Program for a total amount not to exceed $584,000 for a term commencing July 1, 2023 through June 30, 2025.

The scope of Contract K6920 allows for approved long-acting injectable Medications for Opioid Use Disorder (MOUD) to be offered to individuals scheduled for release from incarceration who are currently receiving MOUD treatment, that will help them sustain their needs until their appointment with a community MOUD treatment provider.

Washington State Department of Enterprise Services (DES) has partnered with MMCAP Infuse for the purchase of MOUD injectables and other medical products. MMCAP Infuse is a national cooperative purchasing organization for government facilities that provide healthcare services and is operated by the Minnesota Office of State Procurement.

MMCAP Infuse requires each organization to sign a Membership Application Agreement prior to utilizing the DES Contract #19022 to purchase MOUD injectables from Henry Schein, Inc., who is the awarded vendor by Washington State.

HCA requires the County to utilize DES Contract #19022 with Henry Schein, Inc. as being the approved vendor for the distribution of said medication.

Attached is a copy of the MMCAP Member Application Agreement for the Chairman or Chairman Pro-Tem to sign in order to utilize DES Contract #19022 for the purchase of MOUD injectables.

Fiscal Impact

Expenditures/Revenue: Approximately $170,000 to be spent before June 30, 2024 and reimbursed by HCA per the current Contract K6920 and Amendment K6920-1. Then, approximately an additional $170,000 to be spent for said medication prior to June 30, 2025.

Funding: Said revenue and expenditures were not included in the 2023-2024 budget process. If a budget adjustment is necessary, the Corrections Department will work with the Commissioners Office of Budget and Finance.

Recommendation

Approve the attached Resolution authorizing the Chairman or Chairman Pro-Tem to sign the attached MMCAP Infuse Membership Application Agreement and authorize payment to Henry Schein, Inc. utilizing the WA Department of Enterprise Contract #19022 for MOUD injectables to be administrated to individuals scheduled to be released from incarceration.

Suggested Motion

I move to authorize the Chairman or Chairman Pro-Tem to sign the attached MMCAP Infuse Membership Application Agreement, and hereby authorize payment to Henry Schein, Inc. utilizing the WA Department of Enterprise Contract #19022 for the purchase of MOUD injectables to be offered to individuals scheduled to be released from incarceration who are participating in the MOUD treatment program within the jail.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OR CHAIRMAN PRO-TEM TO EXECUTE THE MMCAP INFUSE MEMBERSHIP APPLICATION AGREEMENT AND AUTHORIZE PAYMENT TO HENRY SCHEIN, INC. UTILIZING THE WASHINGTON DEPARTMENT OF ENTERPRISE SERVICES CONTRACT #19022

WHEREAS, per Resolutions 2023-636 and 2024-0299 the Board of County Commissioners approved Contract K6920 and Amendment K6920-1 between Benton County and Washington State Health Care Authority (HCA) for the Same Day Visit and Transportation Program for a total amount not to exceed $584,000 for a term commencing July 1, 2023 through June 30, 2025; and

WHEREAS, the scope of Contract K6920 allows for approved long-acting injectable Medications for Opioid Use Disorder (MOUD) to be offered to individuals scheduled for release from incarceration who are currently receiving MOUD treatment within the jail, that will help them sustain their needs until their appointment with a community MOUD treatment provider outside of the County jail; and

WHEREAS, Washington State Department of Enterprise Services (DES) has partnered with MMCAP Infuse for the purchase of MOUD injectables and other medical products. MMCAP Infuse is a national cooperative purchasing organization for government facilities that provide healthcare services and is operated by the Minnesota Office of State Procurement; and

WHEREAS, MMCAP Infuse requires each organization to sign a Membership Application Agreement prior to utilizing the DES Contract #19022 to purchase MOUD injectables from Henry Schein, Inc., who is the awarded vendor by Washington State; and

WHEREAS, HCA requires the County to utilize DES Contract #19022 with Henry Schein, Inc. as being the approved vendor for the distribution of said medication; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby authorizes the Chairman or Chairman Pro-Tem to sign the attached MMCAP Membership Application Agreement and authorizes payment to Henry Schein, Inc., utilizing the DES Contract #19022 for the purchase of MOUD injectables and other medical products to be offered to individuals scheduled for release from incarceration who are participating in the MOUD treatment program within the jail; and

BE IT FURTHER RESOLVED, said allowable expenditures shall be paid from the Corrections budget and reimbursed by HCA, as further outline in the Contract between Benton County and HCA Contract K6920 and Amendment K6920-1; and

Orig: BCCD
cc: Auditor; PA;

Prepared by: L. Small

BE IT FURTHER RESOLVED, the term of the attached MMCAP Application Agreement shall commence upon signature of both parties and will remain in place unless canceled by either party upon thirty (30) days' written notice to the other party; and

BE IT FURTHER RESOLVED, the Board hereby authorizes payment to Henry Schein, Inc., utilizing DES Contract #19022 until term ending May 1, 2025.

Dated this 14th day of May, 2024.

_____
Chairman of the Board

_____
Chairman Pro-Tem

Attest.....
Clerk of the Board

_____
Commissioner

Constituting the Board of Commissioners
of Benton County, Washington.

Orig: BCCD
cc: Auditor; PA;

Prepared by: L. Small

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MMCAP INFUSE

Membership Application & Agreement Instructions for Completion

Thank you for your interest in becoming an MMCAP Infuse Member.

New Member applications generally take less than one week to process upon receipt. Once your membership has been approved and activated, you will receive a welcome letter and a copy of the fully-executed Membership Application and Agreement.

Eligibility

MMCAP Infuse membership is limited to facilities that:

1. Have legal authority to contract with the State of Minnesota, and

2. The State of Minnesota has legal authority to contract with the entity. Minnesota's authority is limited by Minnesota Statutes Section 471.59, subdivision 10 to:

    • Other states
    • Agencies of other states
    • Counties
    • Cities
    • School Districts
    • Federally recognized Indian tribes
    • Entities authorized by the applicant's statutes (Minnesota Statutes Section 16C.03, subdivision 10 – found at: https://www.revisor.mn.gov/statutes/?id=16C.03)

If this application includes multiple ship-to locations contact MMCAP Infuse Membership at 651.201.2420 or mmcap_infuse.membership@state.mn.us.

If you have any questions, please contact MMCAP Infuse at (651) 201-2420.

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MMCAP INFUSE

Membership Application and Agreement

1. Information:

* If this application includes multiple ship-to locations contact MMCAP Infuse Membership at 651.201.2420

Legal Name (no abbreviations or acronyms): Benton County Corrections Department		
"Bill To" Street Address: 7122 W Okanogan Pl., Ste B110		
City: Kennewick	State: WASHINGTON	Zip: 99336
"Ship To" Street Address: Benton County Corrections Medical 7122 W Okanogan Pl., Ste B110		
City: Kennewick	State: WASHINGTON	Zip: 99336
Website: www.co.benton.wa.us		
Primary Contact Name: Kasey Kist	Title: Custody Lieutenant	
Primary Contact Email: Kasey.Kist@co.benton.wa.us	Primary Contact Phone: 509 460-4938	
Second Contact Name: Robert Guerrero	Title: Chief of Corrections	
Second Contact Email: Robert.Guerrero@co.benton.wa.us	Second Contact Phone: 509 222-3788	

2. What type of entity is the facility?

County/Parish Government

3. What is the primary purpose of your facility?

Correctional Facility

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MMCAP INFUSE

4. Facility Identifiers

a) Health Industry Number (HIN) - **if unknown, leave blank:**
b) Facility's State Pharmacy License Number, if applicable:
c) DEA Number, if applicable (required for controlled substances): FD9502837

5. Indicate which MMCAP Infuse programs the facility intends to use:

• Prescription Filling/Pharmacy Services

6. **If anything under "Pharmacy Program" was checked please answer this question.**

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***** MMCAP Infuse will complete these two questions *****

7. **Specific legal authority** under which this facility may purchase goods and services from MMCAP Infuse:
Washington (Agencies) - RCW §39.26.060

8. Is the facility **340B (PHS)* Eligible**: False
**The Federal 340B Drug Pricing Program provides significant pharmaceutical discounts to facilities receiving certain types of federal government funding.*

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9. Which best describes the facility?

- Corrections
    - County Jail

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MMCAP Infuse
50 Sherburne Avenue, Suite 112, St. Paul, MN 55155
(651) 201-2420
https://infuse-mn.gov

Member Agreement

This Agreement is by and between the State of Minnesota, acting through its Commissioner of Administration on behalf of MMCAP Infuse and the facility named in line one of the Membership Application.

MMCAP Infuse is a free, voluntary, public sector group purchasing organization for government-authorized facilities and is operated by the Office of State Procurement of the State of Minnesota's Department of Administration. It combines the purchasing power of its members to receive the best prices available for the products and services for which it contracts. Membership in MMCAP Infuse is limited to facilities with which the State of Minnesota may contract, as defined by Minnesota Statutes Section 471.59, subdivision 10.

The Member desires to access MMCAP Infuse's programs to purchase products and services for the Member.

1. Term of Agreement and Cancellation
This Agreement, which is required by 42 C.F.R. § 1001.952(j) and Minnesota law, will be effective upon the date it is fully executed by all parties; and will remain in effect until canceled by MMCAP Infuse or the Member. This Agreement may be canceled by either party upon thirty (30) days' written notice to the other party, or immediately upon material breach by one of the parties.

2. Member
The Member:

A. Certifies it has authority to enter into this Agreement with the State of Minnesota and, where applicable, authorizes MMCAP Infuse to negotiate contracts on its behalf. For non-government entities, also certifies it has statutory authority under which it may purchase goods and services from its state's contracts.
B. Must comply with all applicable laws, rules, and regulations governing government purchasing of pharmaceuticals, and related healthcare products and services when utilizing MMCAP Infuse contracts and programs.
C. Should endeavor, where practical, to purchase its goods and services from MMCAP Infuse contracts.
D. Acknowledges it will be bound by applicable antitrust laws (Robinson-Patman (15 U.S.C. 13 (a)) and purchase products for its "own use" as defined by Abbott Labs v. Portland Retail Druggists (425 U.S. 1(1976)) and Jefferson County Pharmaceutical Association, Inc. v. Abbott Labs (460 U.S. 150 (1983)).
E. Will not resell (as may be prohibited by law) or divert products obtained under the MMCAP Infuse contracts. If there are any questions about the propriety of the use of products purchased from the MMCAP Infuse contracts, the Member will obtain an opinion from its legal counsel and notify MMCAP Infuse of the decision.
F. When applicable, acknowledges that the prices made available under MMCAP Infuse's contracts may represent a discount to price that must be properly and accurately accounted for and reported in accordance with all federal and state laws, including the anti-kickback law (42 C.F.R. § 1320a- 7b(b)(3)(A)) and regulations thereunder (42 C.F.R. §1001.952(h)).
G. Must comply with the terms and conditions of the applicable MMCAP Infuse vendor contracts and usual and customary industry standards, upon making a purchase.
H. Understands that MMCAP Infuse is not liable for any denied pricing, chargeback, refusal of vendors to honor contract pricing, or failure of vendors to deliver the products or services.

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THE MEMBER ACKNOWLEDGES THAT MMCAP INFUSE IS NOT THE MANUFACTURER OR DISTRIBUTOR OF ANY PRODUCT AND SERVICE AND MAKES NO REPRESENTATION AS TO WARRANTYOF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION, OR OTHER ATTRIBUTE OF THE PRODUCTS SUPPLIED BY VENDORS UNDER MMCAP INFUSE CONTRACTS.

I. Must update MMCAP Infuse regarding changes to the Member information and contact person information.

J. Must promptly pay MMCAP Infuse-contracted vendors for all products or services purchased. MMCAP Infuse does not assume any responsibility for the accountability of funds expended by the Member.

3. MMCAP Infuse

MMCAP Infuse will:

A. Select products or services for cooperative contracting under the programs offered.

B. Comply with Minnesota laws, including procurement and data practices, that require fair and open competition.

C. Make available copies of contract documents.

D. Maintain vendor performance records.

E. Assist in resolving administrative, contract, or supplier problems that cannot be resolved by the Member.

F. Provide information to the Member regarding products and services available through the MMCAP Infuse program.

G. Distribute to Member any unused administrative fees collected from contracted vendors (Article 4 below); and annually disclose in writing to Member, and to the Secretary of the United States Department of Health and Human Services upon request, theamounts received by MMCAP Infuse from vendors that were directly attributable to the Member purchases.

4. Administrative Fee Collected from MMCAP Infuse's Vendors

The MMCAP Infuse Managing Director may, pursuant to contract terms and conditions, require the contracted vendors (not Member) to pay an administrative fee to MMCAP Infuse. The fee of not more than three percent (3%) will be based on a percentage of sales made through the individual contracted vendor. Fees will be collected by the MMCAP Infuse office and used to pay for the administrative costs incurred in the operation of MMCAP Infuse as approved by the MMCAP Infuse Managing Director. Any remaining balance of funds will be returned to active members by means of either a credit to their wholesaler or distributor account, or other mechanism agreed to by the parties, in an amount proportional to the Member on-contract purchases.

5. Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a fully executed assignment agreement.

5.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

6. Liability

Each party will be responsible for their own acts and behavior and the results thereof. Nothing in this Membership Agreement will be construed as expanding the limits of liability of the Member beyond the limits of the law of its state. MMCAP Infuse's liability is governed by the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable laws.

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7. State Audits
As mandated by Minnesota Statutes Section 16C.05, subdivision 5, “the books, records, documents and accounting procedures and practices of the [Member] relevant to this Agreement shall be made available and subject to examination by the State of Minnesota, including the contracting agency/division, Legislative Auditor, and State Auditor” for a minimum period of six years after the termination of this Agreement.

IN WITNESS WHEREOF, the undersigned parties represent they have the authority to bind their respective party andhave signed intending to be bound thereby.

Member: (Person with legal authority to bind the facility) Signature: Title:	**State of Minnesota, through its Commissioner of Administration on behalf of MMCAP Infuse:** Signature: Name: **Commissioner of Administration, as delegated to the Office of State Procurement:** Signature: Name:

IN AN APPROVAL CAPACITY ONLY:

State Contact did not sign.

11/1/2023

Member-Requested Participation Addendum (MPA)

This Addendum ("**MPA**") is entered into by the Washington State Department of Enterprise Services on behalf of the State of Washington ("**Member**") and Henry Schein, Inc., a corporation, with a principal address of 135 Duryea Road, Melville, New York 11747 ("**Vendor**") and incorporates MMCAP Infuse, an agency of the State of Minnesota ("**MMCAP Infuse**") agreement MMS2200734 ("**Agreement**").

WHEREAS, Member and Vendor wish to amend the terms and conditions of the Agreement to address the matters of Member.

WHEREAS, MMCAP Infuse has sole approval authority to any changes to the Agreement, thus is a signatory to this MPA.

WHEREAS, Member, MMCAP Infuse, and Vendor do not intend to alter, amend, interfere, modify, or adjust the contractual relationship of MMCAP Infuse and Vendor nor the relationship between any other member of MMCAP Infuse and the Vendor.

THEREFORE, the parties agree as follows:

I. DEFINITIONS

A. **Membership**: Means the joint power cooperative comprised of the MMCAP Infuse authorized states, departments, facilities, and other municipalities.

B. **Approved Facilities**: Means the authorized departments, facilities, and other municipalities approved by Member and MMCAP Infuse to access and use this MPA, as identified on Exhibit B.

II. EFFECTIVE DATE AND TERM

A. **Effective Date**: This MPA is effective on November 1, 2023 or the date all signatures have been obtained, whichever is later.

B. **Termination**: This MPA terminates upon:

1. Thirty (30) calendar days' written notice to the other parties; or
2. The termination of the Agreement between MMCAP Infuse and the Vendor; or
3. Written agreement executed by all parties.

III. SCOPE

A. **Exhibit A**: Which is attached and incorporated herein, identifies the Agreement and all other documents to be incorporated into the contractual relationship between Member and Vendor.

B. **Exhibit B**: Which is attached and incorporated herein, identifies the Approved Facilities Member has approved to access the Agreement and MPA.

C. **Exhibit C**: Which is attached and incorporated herein identifies the language to be incorporated into the contractual relationships between Member and Vendor, as referenced on Exhibit A. In the event of any conflict between the terms of the Agreement and Exhibit C of this MPA, the terms of Exhibit C will supersede as between Member and Vendor. *MMCAP Infuse, the State of Minnesota, nor any other party of the Membership (except for the Facilities) are bound by the terms of Exhibit C.*

IV. GENERAL PROVISIONS

A. **Assignment**: Except as affirmed in this MPA, the Member nor Vendor will not assign, delegate, or transfer any rights or obligations under this MPA without the prior written consent of MMCAP Infuse.

B. **Counterparts and Electronic Signature**: The MPA cannot be executed in counterparts and will not be enforceable until MMCAP Infuse has obtained all required signatures. If requested by MMCAP Infuse, Member and Vendor expressly agree to conduct transactions under the MPA by electronic means (including, without limitation, with respect to execution, delivery, storage, and transfer of this MPA by electronic means and to the enforceability of this electronic agreement). MMCAP Infuse will be deemed to have control of the authoritative copy for the electronic transferable record, in each case regardless of whether applicable law recognizes electronic transferable records or control of electronic transferable records and regardless of whether this MPA

is an electronic record or transferable record. Member and Vendor will cooperate with and take all actions required by MMCAP Infuse in order for this MPA to be a transferable record, to ensure that MMCAP Infuse has control of the authoritative copy of such transferable record.

C. **Amendments**: Any amendment or modification to this MPA must be in writing and will not be effective until executed by Vendor, the Member, and MMCAP Infuse.

IN WITNESS WHEREOF, the undersigned parties have caused this MPA to be signed on their behalf intending to be bound thereby.

BY AND BETWEEN:

FOR THE MEMBER:
STATE OF WASHINGTON
Department of Enterprise Services:

Signature: Elena McGrew
By: Elena McGrew
Title: Procurement Manager
Date: 11/21/2023

HENRY SCHEIN, INC.:

Signature:
By: Jeff Klingler
Title: VP & GM, U.S. Specialty Group
Date: 11/20/2023

IN AN APPROVAL CAPACITY ONLY:

State of Minnesota for MMCAP Infuse
In accordance with Minn. Stat. § 16C.03, subd. 3

Signature: DocuSigned by: James Babbitt DDE5B1490A484FC... Printed: James Babbitt Date: 11/21/2023

Minnesota Commissioner of Administration
In accordance with Minn. Stat. § 16C.05, subd. 2

Signature: DocuSigned by: Christina Fox 126B5884704A473... Printed: Christina Fox Date: 11/27/2023

EXHIBIT A

Agreement and other Applicable Legal Documents

1. Agreement MMS2200734
2. Revised Code of Washington (RCW)

EXHIBIT B

Approved Facilities

The following terms and conditions apply solely to the performance of Vendor and Member and solely for facilities designated as applicable by Member. These terms will be enforced by Member.

A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish Statewide contracts for goods and services to support Washington state agencies. *See* RCW 39.26.050(1). The Washington State Legislature has authorized Enterprise Services to make these Statewide contracts available, pursuant to agreement in which Enterprise Services ensures full cost recovery, to specified eligible purchasers. *See* RCW 39.26.050(1) & (2).
B. The Washington State Legislature also has authorized Enterprise Services to participate in, sponsor, conduct, or administer certain cooperative purchasing agreements for the procurement of goods or services. *See* RCW 39.26.060(1).
C. Enterprise Services determined that entering into this MPA will meet the cooperative purchasing needs and be in the best interest of the State of Washington.
D. The purpose of this MPA is to enable eligible purchasers to purchase certain goods/services as set forth herein.

PARTICIPATION – ELIGIBLE PURCHASERS ("APPROVED FACILITIES"):

This Agreement may be used by any of the following:

A. WASHINGTON STATE AGENCIES. Washington state agencies, departments, offices, divisions, boards, and commission

B. Washington State Institutions of Higher Education (colleges). Any of the following institutions of higher education in Washington:
   - State universities – i.e., University of Washington & Washington State University;
   - Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University;
   - Evergreen State college;
   - Community colleges; and
   - Technical colleges.

C. CONTRACT USAGE AGREEMENT PARTIES. The Agreement also may be utilized by any of the following types of entities that have executed a Contract Usage Agreement with Enterprise Services:
   - Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
   - Public-benefit nonprofit corporations (i.e., § 501(c) (3) nonprofit corporations that receive federal, state, or local funding); and
   - Federally recognized Indian Tribes located in the State of Washington.

EXHIBIT C

Language Modification of the Agreement

The following terms and conditions are entered into between Vendor and the Member and incorporate the documents identified on Exhibit A. Neither MMCAP, the State of Minnesota, nor the Membership, except for the Member (and applicable Facilities on Exhibit B), are bound by the terms within this Exhibit. The Member and Vendor understands and agrees that if the Vendor will assess any additional costs to accommodate these modifications and/or additional terms, those costs will only be applied to the Member or Approved Facilities and not directly or indirectly to MMCAP Infuse or the rest of the Membership. Additional costs will be applied or collected by one or more of the following: (i) increased pricing; (ii) a reduction in discounts; (iii) a surcharge or other fee; and/or (iv) a reduction in Shareback. Additional costs shall be negotiated and monitored only by the Member and the Vendor.

Modification of Terms:

1. **WASHINGTON STATE PROCUREMENT PRIORITIES.** Vendor understands and acknowledges that, in procuring goods/services, Washington State seeks to implement various state procurement priorities (e.g., goods/services that qualify as environmentally preferred products; goods/services produced in accordance with certain social welfare goals; and contracts with designated vendors (e.g., blind-made products, vendors who certify and qualify as Washington Small Businesses or Certified Veteran-Owned Businesses)) and may identify or categorize its goods/services contracts as such to assist eligible purchasers in identifying a procurement solution that meets their needs.
2. **WASHINGTON STATE GREEN PURCHASING POLICIES.** The summaries provided here are for convenience and are not intended to encompass the full description or requirements of each policy or statute. In addition, this list does not encompass in full the Washington State statutes with which the Vendor is required to comply.
    a. **Environmentally Preferred Purchasing (EPP) Reporting.** In support of Executive Order 20-01 and at Member's written request, Vendor shall provide annual sales reporting for all products purchased under this MPA in accordance with Exhibit A of this MPA. Product certifications shall be provided, as available from the manufacturer, for those products specified in Section 2.b. below.
    b. **Postconsumer Recycled Content.** In accordance with RCW 70A.245.020, Vendor shall, at Member's written request, if applicable and to the extent commercially reasonable and available to Vendor from manufacturers and suppliers of the applicable items, provide an annual report of postconsumer recycled content percentage on average for the total quantity of plastic containers, by weight, that are sold, offered for sale, or distributed by Vendor to Member hereunder in or into the State of Washington.
    c. **Expanded Polystyrene (EPS) Prohibition.** In accordance with RCW 70A.245.070, packing peanuts and other EPS void-filling packaging shall not be used in Vendor shipments to Member hereunder within or into the State of Washington. Effective June 2024, EPS portable coolers and food service containers shall not be used in Vendor shipments within or into the State of Washington.
    d. **Purchasing Preference for Products That Contain Recycled Materials.** If available to Vendor at no additional cost, Vendor shall provide products and product packaging that contain recycled materials. If multiple products containing recycled materials are available, Vendor shall attempt to provide the product with the highest amount of recycled material.
    e. **Purchasing Preference for Electronic Products Relating to Reduction or Elimination of Hazardous Materials.** If available from the manufacturers or suppliers of electronics sold by Vendor to Member hereunder, Vendor will endeavor to supply applicable electronics that are on the EPEAT Registry at Bronze level or higher or meet another environmental standard that reduces the use of hazardous substances (e.g., TCO or the EU's Restriction of Hazardous Substances (RoHS) Directive).
    f. **Purchasing Preference for Products and Product Packaging That Do Not Contain Polychlorinated Biphenyls (PCBs).** If available, Vendor shall supply a transparent, non-pigmented version of products and/or product packaging.
    g. **Purchasing Preference for Products Without Added Mercury.** Where there are nonmercury-added products available at no additional cost, Vendor shall endeavor to supply those products to Member. If nonmercury-added products are not reasonably available at comparable cost to mercury-added products, Vendor shall endeavor to supply products that contain the least amount of added mercury required to achieve product performance.

Additional Terms:

1. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTIONS (WEBS) SYSTEM**. Vendor shall register in the Washington State Department of Enterprise Services' Electronic Business Solutions (WEBS) System at https://pr-webs-customer.des.wa.gov/home.html.

2. **WASHINGTON'S STATEWIDE PAYEE DESK**. To be paid for Agreement sales, Vendor must register with Washington's Statewide Payee Desk. Washington state agencies cannot make payments to a vendor until it is registered. Registration materials are available here: https://ofm.wa.gov/it-systems/accounting-systems/statewide-vendorpayee-services.

3. **QUALIFIED TO DO BUSINESS.** Vendor represents and warrants that Vendor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.

4. **INSURANCE**

   A. ADDITIONAL INSURED: Vendor agrees to include the State of Washington, including its officers, agents, and employees, as additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of the Vendor, and products and completed operations of the Vendor. The policy provision(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds. Proof of this coverage shall be provided by the Vendor upon execution of this agreement.

   B. INSURANCE ENDORSEMENTS: Upon request Vendor will timely provide to Enterprise Services at the designated address, without exception, annual insurance endorsements for the insurance coverages required by this Agreement. The Member understands and agrees that the Vendor will assess any additional costs associated with the request, will only apply to the Member or Approved Facilities and not directly or indirectly to MMCAP Infuse or the rest of the Membership.

5. **REPORTING.** Vendor will timely provide to Enterprise Services sales report(s) when requested by Enterprise Services. The Member understands and agrees that the Vendor will assess any additional costs associated with the request, will only apply to the Member or Approved Facilities and not directly or indirectly to MMCAP Infuse or the rest of the Membership.

6. **VENDOR REPRESENTATIONS AND WARRANTIES**. Vendor makes each of the following representations and warranties as of the effective date of this MPA and at the time any order is placed pursuant to the Agreement. If, at the time of any such order, Vendor cannot make such representations and warranties, Vendor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

   A. WAGE VIOLATIONS. Vendor represents and warrants that, during the term of the MPA, and the three (3) year period immediately preceding the MPA, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.

   B. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS (Mandatory Individual Arbitration). Vendor represents and warrants that Vendor does NOT require its employees that reside or work in the State of Washington, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Vendor further represents and warrants that, during the term of this MPA, Vendor shall not, as a condition of employment, require its employees that reside or work in the State of Washington, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

7. **COMPLIANCE WITH LAW; TAXES, LICENSES, & REGISTRATION**: Vendor shall comply with all applicable laws. Vendor shall promptly acquire and maintain all necessary licenses and registrations and pay all applicable taxes and fees. In addition, for all sales to purchasers in the State of Washington, Vendor shall calculate, collect, and remit, as appropriate, the applicable state and local sales tax on all invoices.

8. **PRIMARY CONTACTS**: The primary contact individuals for this MPA are as follows (or their named successors):

Vendor	Member
Henry Schein, Inc. 135 Duryea Road Melville, New York 11747	State of Washington Department of Enterprise Services Contracts & Procurement P.O. Box 41411 Olympia, WA 98504-1411
Attn: Cristina Bowman Email: Cristina.Bowman@henryschein.com	Attn: Washington MMCAP Contract Administrator Email: DESContractsTeamFir@des.wa.gov

9. **ORDERS**: Unless the parties agree in writing that another contract or agreement applies to such order, any order placed by an Approved Facility set forth on Exhibit B for a product and/or service available from the Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Vendor as conditioned by this MPA.