

Jerome Delvin
District 1
Shon Small
District 2
Will McKay
District 3

Board of County Commissioners

Jerrod MacPherson
County Administrator

Matt Rasmussen
Deputy County Administrator



To view items in detail,
click highlighted areas.

Notice: Meeting provided in-person, by live-broadcast and telephonically via WebEx as follows:

Live-Broadcast @ link below:

<https://www.co.benton.wa.us/agenda/commissioners>

AGENDA
BOARD OF BENTON COUNTY COMMISSIONERS
Regular Board Meeting
Tuesday, September 20, 2022, 9:00 a.m.
Benton County Courthouse, Prosser, WA

9:00 AM

Call to Order

Pledge of Allegiance

Approval of Minutes

❖ **August 13, 2022**

Review Agenda

Consent Agenda

Human Services

- a. 1st Amended Contract w/Breanna Zavicar for Community Prevention Coordinator
- b. Amendment C to Homeless Grant w/WA State Department of Commerce
- c. 1st Amended Agreement w/Tri-Cities Hispanic Chamber of Commerce

IT

- d. Yearly Subscription From HIPPO Facility Management Technologies for the Facilities Department for Online Asset & Work Order Management System
- e. Purchase of Three Scanners for Superior Court Administration From Southern Computer Warehouse

Office of Public Defense

- f. Superior Court Public Defense Agreement w/Eric Scott
- g. Early Termination Notice for Megan Whitmire for Superior Court Public Defense Services

- h. First Amendment to Agreement w/WA State Office of Public Defense for Blake Funds
- i. Superior Court Public Defense Agreement w/Hayden Sebald

Prosecuting Attorney

- j. Lease Extension w/Support, Advocacy & Resource Center

Public Works

- k. Contract w/Construction Ahead for 2022 Pavement Markings Project
- l. Detour Agreement Form for Utility Encroachment Permit w/Dallas DeCorte

Purchasing

- m. Purchase of Surveying Equipment From Kuker Ranken, Inc. for the Road Department
- n. Change Order #4 w/Booth & Sons Construction, Inc. for the Moderate Risk Waste Facility Project

Treasurer

- o. Columbus Day Training

Public Comment ~for public engagement during Commissioners' meetings, please use the public comments phone line @: Dial: 509 460-4941

Public Hearings

Whitstran Heights Water Association Franchise Renewal ~ C Woods

Scheduled Business

Jail Use Agreement ~ J MacPherson

- City of West Richland
- City of Richland
- City of Prosser
- City of Kennewick

Budget Update ~ Ivey, Rasmussen & MacPherson

Other Business

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting

Benton County Courthouse, Prosser, WA

Tuesday, September 13, 2022, 9:00 a.m.

Meeting provided in-person, by Video Live-Broadcast and Telephonically via/WebEx

Present: Chairman Shon Small
Commissioner Will McKay
Commissioner Jerome Delvin
County Administrator Jerrod MacPherson
Clerk of the Board Cami McKenzie

Benton County Employees Present During All or a Portion of the Meeting: Deputy County Administrator Matt Rasmussen; Robert Heard, IT Manager; Lexi Wingfield, HR Manager; Clerk Josie Delvin; DPA Ryan Brown; Treasurer Ken Spencer; Peter McEnderfer, Planning; Planning Manager Michelle Cooke; District Court James Judge; District Court Judge Jennifer Azure; DPA Stephen Hallstrom; Mike McGhan, Road Department; Chief Robert Guerrero.

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of August 30, 2022 were approved.

Agenda Review

Commissioner Delvin requested item “g” be pulled for discussion.

The following executive sessions were added:

- Pending Litigation
- Labor Negotiations
- Review Performance of Public Employees (2 separate)
- Review Qualifications of Candidate for Public Employment

Consent Agenda

MOTION: Commissioner McKay moved to approve the consent agenda items “a” through “jj”, pulling “g” (Amendment 1 to Agreement w/Benton Franklin Juvenile Guild Representing Juvenile Court Unit). Commissioner Delvin seconded and upon vote, the Board approved the following:

Auditor

- a. Line Item Transfer, Election Reserve Fund No. 1110, Dept. 000 for Computer Replacement
- b. Declaration and Surplus of Personal Property

Clerk

- c. Project Change Request w/i3-ImageSoft, LLC for OnBase Project

Commissioners

- d. Line Item Transfer – Fund 0010, Dept. 115 to Dept. 117
- e. Line Item Transfer – Fund 0010, Dept. 115 to Dept. 120

Corrections

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

Human Resources

- h. Amendment 1 to Agreement w/Teamsters Local 839, Representing Juvenile Detention
- i. Amendment 1 to Agreement w/Teamsters Local 839, Representing Bailiffs
- j. Updated Bi-County Non-Bargaining Salary Schedule

Human Services

- k. Third Amended Agreement w/Children’s Developmental Center for Services to Children
- l. Amendment A to Agreement #21-4619C-102 w/Dept. of Commerce – ERAP
- m. Amendment A to Agreement #21-4618C-102 w/Dept. of Commerce – T-RAP 2.0
- n. Amendment B to Agreement #21-4616C-102 w/Dept. of Commerce – T-RAP

IT

- o. Purchase of Two Printers for the Auditor – from Computer Discount Warehouse – Government
- p. Purchase of Six PC’s for Benton County Voting Center from Dell, Inc.
- q. Purchase of Three Laptops with Setup for Court Commissioners from Dell, Inc.

Juvenile

- r. Agreement w/State of WA Administrative Office of the Courts for CASA/Volunteer GAL Programs

Office of Public Defense

- s. Termination of District Court Public Defense Agreement w/Matthew Rutt
- t. Professional Services Agreement with Simone Green – District Court

Public Works

- u. Lease Agreement w/Horrigan Farms, Inc. - Crush & Stockpile Road Surfacing Materials @ Horrigan Quarry
- v. Contract w/Land Staff for On-Call Right-of-Way Services
- w. Interlocal Agreement w/Columbia Irrigation District for Purchase of Rock From Owens Quarry
- x. 1st Amendment to Agreement with HLA Engineering and Land Surveying
- y. Purchase of Deicer from EnviroTech Services
- z. Purchase of Road Salt from EnviroTech Services
- aa. Purchase of Road Salt from Salt Distributors

Purchasing

- bb. Bid Authorization CB 22-10 for Employee Uniforms & Other Related Items for Corrections Dept.
- cc. Bid Authorization CB 22-11 For Paper and Glove Supplies for Corrections Dept.
- dd. Bid Authorization CB 22-12 for Jail Chemicals & Janitorial Supplies for Corrections Dept.

- ee. Memorandum of Understanding w/Coordinated Care of Washington for Managed Medicaid Services
- ff. Contract w/Top Tree Service for Tree Removal at the Prosser Courthouse
- gg. Contract w/Mel's Inter City Collision for As Needed Towing Services
- hh. Professional Services Contract w/Meier Enterprises for Coroner's Autopsy Ventilation System Upgrade

Superior Court

- ii. Coding Correction Within Current Expense Fund No. 0010, Dept. 123

Workforce Development Council

- jj. Appointment of Leticia Torres – Business

Consent Agenda Item “g” - Amendment 1 to Agreement w/Benton Franklin Juvenile Guild Representing Juvenile Court Unit

Lexi Wingfield said they had performed an external salary survey for the bi-county employees and the results were now being implemented. She said they prioritized this because the bi-county employees missed four years of colas.

However, it was important they continue to look at the Benton County direct bargaining and non-bargaining employees and would be addressing that in the near future. Additionally, she was presenting a new resolution for administrative cleanup for Juvenile Court position titles; it did not change anything substantive.

Commissioner Delvin said he wanted to recognize the other employees needed to be addressed as well, and to look at their salaries. He said the bi-county employees were overdue, but they were actively looking at the others to see how they could do it financially.

Chairman Small agreed but expressed concern about what would happen in a couple of years with the budget.

MOTION: Commissioner Delvin moved to approve the resolution for administrative clean-up for the Juvenile Guild position titles effective September 1, 2022 to supplement Amendment I to the 2022-2023 Agreement between Benton-Franklin Counties Juvenile Department and Benton-Franklin Juvenile Guild Representing Juvenile Court Unit– Juvenile Guild – as presented. Commissioner McKay seconded and upon vote, the motion carried.

MOTION: Commissioner Delvin moved to approve Amendment I to the 2022-2023 Agreement between Benton and Franklin Counties and the Benton-Franklin Juvenile Guild. Commissioner McKay seconded and upon vote, the motion carried.

Public Comment

None.

Public Hearing – Zone Change Request – ZC 2022-001

Michelle Cooke and Peter McEnderfer, Planning presented the application, requesting a change in the zoning designation for 18 contiguous parcels located northwest of Prosser City Limits which are located west of County Rt 12, east of Missimer Rd, south of W Johnson Rd, and north of W Hoisington Rd from General Commercial to Urban Growth Area Residential District. The requested zone change would allow the existing residential uses on the properties to continue and would be in conformance under a residential zoning district.

After closing the Open Record Hearing and discussing the issue, the Planning Commission voted to recommend approval of the zone change application. It was the recommendation of the Benton County Planning Division and the Planning Commission that Planning Casefile Application ZC 2022-001, be approved with the suggested twelve (12) findings and conclusions.

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

MOTION: Commissioner Delvin moved to adopt the Planning Commission’s recommendation, findings, and conclusions as the Board’s own and approve the zone change request ZC 2022-001. Commissioner McKay seconded and upon vote, the motion carried.

Public Hearing - Zone Change Request – ZC 2022-002

Michelle Cooke and Peter McEnderfer presented the application, requesting a change in the zoning designation of 4 parcels in Benton City’s Urban Growth Area, 3 that were west of the Benton City limits in Section 12, Township 9 North, Range 26 East, with the fourth located north of Kennedy Road and east of the State Route 225 Yakima River Bridge in Section 20 Township 9 North, Range 27 East, from Rural Lands Five Acre District to Urban Growth Area Residential District. The requested zone change would allow the existing residential uses on the properties to continue and would be in conformance under a residential zoning district.

After closing the Open Record Hearing and discussing the issue, the Planning Commission voted to recommend approval of the zone change application. It was the recommendation of the Benton County Planning Division and the Planning Commission that Planning Casefile Application ZC 2022-002, be approved with the suggested twelve (12) findings and conclusions.

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

MOTION: Commissioner Delvin moved to adopt the Planning Commission’s recommendation, findings, and conclusions as the Board’s own and approve the zone change request ZC 2022-002. Commissioner McKay seconded and upon vote, the motion carried.

Public Hearing - Zone Change Request – ZC 2022-003

Michelle Cooke and Peter McEnderfer presented the application, requesting a change in the zoning designation for 8 parcels located in the City of West Richland’s Urban Growth Area, 4 between W Lattin Road and W Kennedy Road, west of Bombing Range Road in Section 18, Township 9

North, Range 28 East. The other 4 parcels are south of E Ruppert Road in Section eight 2, Township 9 North, Range 27 East, from Rural Lands Five Acre District to Urban Growth Area Residential District. The requested zone change would allow the existing residential uses on the properties to continue and would be in conformance under a residential zoning district

After closing the Open Record Hearing and discussing the issue, the Planning Commission voted to recommend approval of the zone change application. It was the recommendation of the Benton County Planning Division and the Planning Commission that Planning Casefile Application ZC 2022-003, be approved with the suggested twelve (12) findings and conclusions.

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

MOTION: Commissioner Delvin moved to adopt the Planning Commission’s recommendation, findings, and conclusions as the Board’s own and approve the zone change request ZC 2022-003 Commissioner McKay seconded and upon vote, the motion carried.

Therapeutic Courts Presentation

Judge James Bell gave a Powerpoint presentation and discussed the following:

- Mental Health Court
 - Only 11% recidivism
 - Trying to start an alumni group as a part of mentorship; 55 to 60 participants at any given time; two case managers and can only take about 30 to 35 each
 - 119 graduates; successful program
 - Most want to keep doing community service
- Veterans Court
 - Run by Judge Kathren
 - 20 participants - they need to do a better job of getting the word out about this program and better identify who would benefit
 - They all have something in common with serving their country
- Recovery Court
 - Looking to start this new program and it will be overseen by Judge Azure
 - Currently no court for addressing crimes at the misdemeanor level – look to start small and hope to begin mid-October
- Statistics - \$6,000 less per person for therapeutic court to prosecute instead of regular court so that was a huge savings. With a dedicated team they had reduced jail costs, reduced recidivism, and reduced costs overall

Ratifying Purchase of Five Police Interceptors for Sheriff’s Office

Mike McGhan presented a resolution to ratify the purchase of five police interceptors for the Sheriff’s Office. He said the 2022 Ford bank closed, but he was able to scramble and get those

ordered. He said he had no idea how long it would take, but at least they were on the 2023 build and it would be payment on arrival, which was June/July if they were lucky. He said it would be identified in the 2023-2024 budget and be placed in ER&R fund after purchased.

MOTION: Commissioner McKay moved to ratify the purchase of five 2023 Ford Police Interceptors for use by the Sheriff's Office in an amount not to exceed \$400,000.00 excluding WSST from Bud Clary Ford/Hyundai utilizing Washington State Contract No. 05916 and place the vehicles in the ER&R replacement program. Commissioner Delvin seconded and upon vote, the motion carried.

Ratifying Purchase of Seven Police Interceptors for Sheriff's Office

Mike McGhan presented a resolution to ratify the purchase of seven police interceptors for the Sheriff's Office. He said the Board approved the purchase in March 2022 and they were ordered in March. However, on August 31 he received an email that all 2022 orders were cancelled but they were welcome to order 2023 models. He said this allowed the County to be moved to the front of the 2023 build.

MOTION: Commissioner McKay moved to amend Resolution 2022-200 and ratify the purchase of seven 2023 Ford Police Interceptors for use by the Sheriff's Office in an amount not to exceed \$400,000 excluding WSST from Bud Clary Ford/Hyundai utilizing Washington State Contract No. 05916 and place the vehicles in the ER&R replacement program and authorize the Chairman to sign the amended purchase agreement. Commissioner Delvin seconded and upon vote, the motion carried.

Other Business

Employee Certificates of Service for August

The following employees were recognized for their service to Benton County:

15 Years

Elaine Osborne
Kristin McRoberts

20 Years

Brian Newton

25 Years

Carol Vance
Judge Docken

Health District

Commissioner McKay expressed frustration the State was asking for more money to have advisors in the region to watch our district. He said as a health board, they should pay attention and hoped with a new doctor coming on Board, this would be addressed.

The Board briefly recessed, reconvening at 9:50 a.m.

Executive Session – Pending Litigation

The Board went into executive session with Andrew Cooley via/WebEx (Special Counsel) and DPA Ryan Brown to discuss pending litigation at 9:50 a.m. for 15 minutes to discuss pending litigation. Also present were Jerrod MacPherson, Matt Rasmussen, and Cami McKenzie. The Board came out at 9:57 a.m. No decisions were made.

The Board briefly recessed, reconvening at 10:05 a.m.

Executive Session - Review the Performance of a Public Employees (2)

The Board went into executive session at 10:05 a.m. with District Court Judge Bell, District Court Judge Azure and Ryan Washburn to discuss the performance of a public employee for up to 10 minutes. Also present were Jerrod MacPherson, Lexi Wingfield, Matt Rasmussen, and Cami McKenzie. The Board came out at 10:10 a.m. No decisions were made in executive session.

MOTION: Commissioner Delvin moved to approve the Benton County Salary Request Form for James Torres as presented. Commissioner McKay seconded and upon vote, the motion carried.

MOTION: Commissioner Delvin moved to approve the Resolution in the matter of appointing Matt Rasmussen as Acting County Engineer. Commissioner McKay seconded and upon vote, the motion carried.

Executive Session – Review Labor Negotiations

The Board went into executive session at 10:10 a.m. with Lexi Wingfield and DPA Stephen Hallstrom to discuss labor negotiations for up to 15 minutes. Also present were Jerrod MacPherson, Matt Rasmussen, and Cami McKenzie. The Board came out at 10:28 a.m. No decisions were made in executive session.

Executive Session - Review the Qualifications of a Candidate for Public Employment

The Board went into executive session at 10:28 a.m. with Lexi Wingfield to review the qualifications of a candidate for public employment for up to 20 minutes. Also present were Jerrod MacPherson, Matt Rasmussen, and Cami McKenzie. The Board came out at 10:56 a.m. The Board went back into executive session for up to an additional 15 minutes to continue the discussion. The Board came out at 11:02 a.m. No decisions were made in executive session.

MOTION: Commissioner Delvin moved to approve the Line Item Transfer within Current Expense Fund 0000-101, Planning to Human Resources, Dept. 116 to 127 as presented. Commissioner McKay seconded and upon vote, the motion carried.

Tort Claim

CC 2022-28: Received on September 12, 2022 from Matthew Gerad Smith

Payroll

Check Date: 09/02/2022

Payroll Checks

Total all funds: \$2,554,874.01

Warrant #: 243768-243800

Direct Deposit #: 173658-174265

Payroll Draw Deductions/Transfers

Total all funds: \$2,267,206.23

EFT #: 48-54

ACH #: 70-81

Payroll Deduction Warrants

Total all funds: \$116,288.55

Warrant #: 236567-236577

Accounts Payable

Check Date: 08/24/2022

Wire Transfer #: 33

Total all funds: \$15.51

Check Date: 08/26/2022

Warrants #: 235928-236330

Total all funds: \$1,387,771.50

Wire Transfers #: 41, 42, 46, 52, 53, 54

EFT #: 20-46

Total all funds: \$188,738.91

Check Date: 09/02/2022

Warrants #: 236406-236419

Warrants #: 236422-236470

Warrants #: 236518-236519
Warrants #: 236520-236566
Total all funds: \$908,467.01

Wire Transfers #: 61-64
EFT's #: 48
Total all funds: \$45,109.02

Check Date: 09/08/2022

Warrants #: 236649
Total all funds: \$4,798.12

Resolutions

- 2022-625: Administrative Clean Up for the Juvenile Guild Position Titles Effective September 1, 2022 to Supplement Amendment I to the 2022-2023 Agreement Between Benton-Franklin Counties Juvenile Department and Benton-Franklin Juvenile Guild Representing Juvenile Court Unit
- 2022-626: Adopting a New Bi-County Salary Schedule and Position Titles and Grades Effective September 1, 202
- 2022-627: Line Item Transfer, Election Reserve Fund No. 1110, Dept. 000 for Computer Replacement
- 2022-628: Declaration and Surplus of Personal Property
- 2022-629: Project Change Request w/i3-ImageSoft, LLC for OnBase Project
- 2022-630: Line Item Transfer – Fund 0010, Dept. 115 to Dept. 117
- 2022-631: Line Item Transfer – Fund 0010, Dept. 115 to Dept. 120
- 2022-632: Line Item Transfer, Fund No. 0010, Dept. 120 for Overtime
- 2022-633: Amendment 1 to Agreement w/Teamsters Local 839, Representing Juvenile Detention
- 2022-634: Amendment 1 to Agreement w/Teamsters Local 839, Representing Bailiffs
- 2022-635: Third Amended Agreement w/Children's Developmental Center for Services to Children
- 2022-636: Amendment A to Agreement #21-4619C-102 w/Dept. of Commerce – ERAP
- 2022-637: Amendment A to Agreement #21-4618C-102 w/Dept. of Commerce – T-RAP 2.0
- 2022-638: Amendment B to Agreement #21-4616C-102 w/Dept. of Commerce – T-RAP
- 2022-639: Purchase of Two Printers for the Auditor – from Computer Discount Warehouse – Government
- 2022-640: Purchase of Six PC's for Benton County Voting Center from Dell, Inc.
- 2022-641: Purchase of Three Laptops with Setup for Court Commissioners from Dell, Inc.
- 2022-642: Agreement w/State of WA Administrative Office of the Courts for CASA/Volunteer GAL Programs
- 2022-643: Termination of District Court Public Defense Agreement w/Matthew Rutt
- 2022-644: Professional Services Agreement with Simone Green – District Court
- 2022-645: Lease Agreement w/Horrigan Farms, Inc. - Crush & Stockpile Road Surfacing Materials @ Horrigan Quarry

- 2022-646: Contract w/Land Staff for On-Call Right-of-Way Services
- 2022-647: Interlocal Agreement w/Columbia Irrigation District for Purchase of Rock From Owens Quarry
- 2022-648: 1st Amendment to Agreement with HLA Engineering and Land Surveying
- 2022-649: Purchase of Deicer from EnviroTech Services
- 2022-650: Purchase of Road Salt from EnviroTech Services
- 2022-651: Purchase of Road Salt from Salt Distributors
- 2022-652: Bid Authorization CB 22-10 for Employee Uniforms & Other Related Items for Corrections Dept.
- 2022-653: Bid Authorization CB 22-11 For Paper and Glove Supplies for Corrections Dept.
- 2022-654: Bid Authorization CB 22-12 for Jail Chemicals & Janitorial Supplies for Corrections Dept.
- 2022-655: Memorandum of Understanding w/Coordinated Care of Washington for Managed Medicaid Services
- 2022-656: Contract w/Top Tree Service for Tree Removal at the Prosser Courthouse
- 2022-657: Contract w/Mel's Inter City Collision for As Needed Towing Services
- 2022-658: Professional Services Contract w/Meier Enterprises for Coroner's Autopsy Ventilation System Upgrade
- 2022-659: Amendment I to the 2022-2023 Agreement Between Benton and Franklin Counties and the Benton-Franklin Juvenile Guild
- 2022-660: Change in Zoning Classification File No ZC 2022-001 for Eighteen Parcels from General Commercial to Urban Growth Area Residential District
- 2022-661: Change in Zoning Classification File No ZC 2022-002 for Four Parcels from Rural Lands Five Acre District to Urban Growth Area Residential District
- 2022-662: Change in Zoning Classification File No ZC 2022-003 for Eight Parcels from Rural Lands Five Acre District to Urban Growth Area Residential District
- 2022-663: Coding Correction Within Current Expense Fund No. 0010, Dept. 123
- 2022-664: Appointment of Leticia Torres – Business
- 2022-665: Ratifying the Purchase of the Fleet Manager of Five 2023 Ford Police Interceptor AWD Pursuit Rated Utility SUV's From Bud Clary Ford Hyundai Utilizing Washington State Contract No 05916 For Use by the Sheriff's Office
- 2022-666: Amending Resolution 2022-200 and Ratify the Purchase of Seven 2023 Ford Police Interceptor AWD Pursuit Rated Utility SUV's From Bud Clary Ford Hyundai Utilizing Washington State Contract No 05916 For Use by the Sheriff's Office
- 2022-667: In the Matter of Designating and Acting County Engineer – Matt Rasmussen
- 2022-668: Transfer of Funds within Current Expense Fund Number 0000101 Department Number 116 to 127

There being no further business before the Board, the meeting adjourned at approximately 11:03 a.m.

Clerk of the Board

Chairman

COMMISSIONERS' AGENDA ACTION SHEET

| | |
|--|--|
| Meeting Date: | September 20 th , 2022 |
| Subject: | Execute First Amendment to #PSC-21/22-PREV-ZAVICAR-00 with Breanna Zavicar |
| Presenter: | |
| Prepared By: | Anthony Contreras, DHS Program Specialist |
| Reviewed By: | Kyle Sullivan, DHS Manager |
| PA Review, Approval to Form: | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i> |
| Type of Agenda Item: | Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i> |
| <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business | <input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input checked="" type="checkbox"/> Execute Contract |

Summary / Background Information

The purpose of this first amendment to #PSC-21/22-PREV-ZAVICAR-00 with Breanna Zavicar is to add funds to the budget of the Benton City Coalition, increasing the total maximum budget to \$213,900.00.

Fiscal Impact

Funding for the services described in this Contract is provided by the Health Care Authority. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget, for a consideration amount of \$213,900.00.

Recommendation

- Sign the First Amendment to Personal Service Contract #PSC-21/22-PREV-ZAVICAR-00

Suggested Motion

Consent Agenda

BENTON COUNTY RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTION OF FIRST AMENDMENT TO PERSONAL SERVICES CONTRACT #PSC-21/22-PREV-ZAVICAR-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND BREANNA ZAVICAR AMENDING RESOLUTION 2021 778

WHEREAS, Benton County Department of Human Services contracts with Breanna Zavicar for the purpose of being the Community Prevention Coordinator for the Benton City substance abuse prevention coalition, whose goals will be to implement prevention programs and activities designed to prevent the misuse and abuse of alcohol, tobacco, and other drugs; and

WHEREAS, the purpose of the contract is to coordinate and implement prevention programs designed to prevent the misuse and abuse of alcohol, marijuana, tobacco, and other drugs among youth up to the age 18 and young adults ages 19-25; and

WHEREAS, the purpose of this First Amendment to PSC-21/22-PREV-ZAVICAR-00 is to add funds to the budget of the Benton City Coalition, as well as extending the end date to June 30, 2023;
NOW, THEREFORE

BE IT RESOLVED that the Board of Benton County Commissioners hereby accepts the proposed First Amendment to Personal Services Contract #PSC-21/22-PREV-ZAVICAR-00; and

BE IT FURTHER RESOLVED that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, First Amendment to Personal Services Contract #PSC-21/22-PREV-ZAVICAR-00 between Benton County Department of Human Services and Breanna Zavicar; and

BE IT FURTHER RESOLVED, the consideration amount is not to exceed \$213,900.00; and

BE IT FURTHER RESOLVED, the above-referenced resolution is amended; and

BE IT FURTHER RESOLVED, the term of the attached Personal Services Contract commences on July 1, 2021 and shall expire on June 30, 2023.

Dated this.....day of, 2022

Chair of Board

Member

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

Attest: _____
Clerk of the Board

**FIRST CONTRACT AMENDMENT TO
PERSONAL SERVICES CONTRACT #PSC-21/22-PREV-ZAVICAR-00**

THIS FIRST AMENDMENT TO PERSONAL SERVICES CONTRACT (hereinafter "First Amendment") is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **BENTON COUNTY DEPARTMENT OF HUMAN SERVICES**, with its principal offices located at 7102 W. Okanogan Avenue, Suite #201, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTY"), and **BREANNA ZAVICAR**, an individual under the laws of the State of Washington, with its principal offices at 57903 E Main PR NE, Benton City, WA 99320, (hereinafter "CONTRACTOR").

WHEREAS, per Benton County Resolution No. 2021 778, the parties entered into a Grant Agreement beginning July 1, 2021, extending to September 29, 2022 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to assist the COUNTY in coordinating implementation of prevention programs and strategies designed to prevent or delay the misuse and abuse of alcohol, marijuana, tobacco, opioids, and other drugs, increase mental health promotion and prevent suicide in support of the Community Prevention Wellness Initiative Prevention Services Project in our community; and

WHEREAS, this First Amendment is necessary to make agreed-upon, needed amendment to the program's DURATION OF CONTRACT, the attached budget, and COMPENSATION, replacing section 5.b;

NOW THEREFORE, the parties agree that all provisions of the CONTRACT remain in full force and effect, except for the following amendments:

1. **DURATION OF CONTRACT**

The duration of contract shall be amended and replaced in its entirety with the following:

The term of this Contract shall begin on July 1, 2021 and shall expire on June 30, 2023. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

2. **COMPENSATION**

Section 5.b shall be amended and replaced in its entirety with the following:

The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed sixty seven thousand six hundred fifty dollars and zero cents (\$67,650.00) from the 2018 Partnerships for Success (PFS), CFDA 93.243 one hundred nine thousand four hundred fifty dollars and zero cents (\$109,450.00) from the State Opioid Response (SOR), CFDA 93.788.,thirty six thousand eight hundred dollars and no cents (\$36,800.00), including W.S.S.T.

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

FOR BENTON COUNTY:

**FOR THE CONTRACTOR:
Breanna Zavicar, Coordinator**

Chairman Date

Member Date

Member Date

 9/16/22

Signature Date

Breanna Zavicar

Name

Coordinator

Title

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

ATTEST:

APPROVED AS TO CONTENT:

Clerk of the Board



Human Services Manager

APPROVED AS TO FORM:



Benton County Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

| | | |
|--|--|--|
| Meeting Date: | September 20, 2022 | |
| Subject: | Amendment C to Consolidated Homeless Grant 22-46108-03 between Washington State Department of Commerce and Benton County Department of Human Services | |
| Presenter: | | |
| Prepared By: | Deena Horton, Program Specialist | |
| Reviewed By: | Kyle Sullivan, DHS Manager | |
| PA Review, Approval to Form: | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If no, include reasoning for no approval) | |
| Type of Agenda Item: | Type of Action Needed: (Multiple boxes can be checked, if necessary) | |
| <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business | <input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document | <input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input checked="" type="checkbox"/> Execute Contract |

Summary / Background Information

Washington State Department of Commerce would like to amend the contract with Benton County Department of Human Services (BCDHS) for the Consolidated Homeless Grant (CHG), Resolution 2021 559, to add \$108,041.00 to the contract for a grand total of \$4,353,344.00 to support BCDHS with the increased costs due to the pandemic.

Fiscal Impact

Amendment Amount is \$108,041.00, for a Grand Total of \$4,353,344.00.

Fund: Funding for the services described in this contract is provided by Washington State Department of Commerce. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget: for a total grant amount of **\$4,353,344.00.**

Recommendation

- Sign Amendment C to Contract Number 22-46108-03 with the Washington State Department of Commerce to add funds to the agreement amount.

Suggested Motion

Approve as part of the consent agenda.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTING THE AMENDMENT C TO CONTRACT NUMBER: 22-46108-03 CONSOLIDATED HOMELESS GRANT RESOLUTION NO. 2021 559 BETWEEN WASHINGTON STATE DEPARTMENT OF COMMERCE, COMMUNITY SERVICES AND HOUSING DIVISION, HOUSING ASSISTANCE UNIT, AND BENTON COUNTY DEPARTMENT OF HUMAN SERVICES

WHEREAS, Washington State Department of Commerce would like to amend the contract, Resolution No. 2021 559 with Benton County Department of Human Services (BCDHS) for the Consolidated Homeless Grant (CHG); and

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

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

BE IT RESOLVED that the Board of County Commissioners approves the Amendment Number C to contract 22-46108-03 between Benton County and the Washington State Department of Commerce for the Consolidated Homeless Grant to add funding amount of \$108,041.00 to support grantees who had increased costs due to the pandemic. New grand total is \$4,353,344.00; and

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

BE IT FURTHER RESOLVED, that the Benton County Department of Human Services is authorized to voucher the County Auditor's office to make such payments necessary for the disbursement of the Consolidated Homeless Grant; and

BE IT FURTHER RESOLVED, that Resolution 2021-559 is hereby amended; and

BE IT FURTHER RESOLVED, the term of the attached Amendment C to the Contract commences on July 1, 2022 and ends on June 30, 2023.

Dated this.....day of, 2022

Chairman of Board

Member

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

Attest: _____
Clerk of the Board

**Washington State Department of Commerce
Housing Division
Homelessness Assistance Unit (HAU)
Consolidated Homeless Grant (CHG)**

| | | | |
|--|--|---|--|
| 1. Contractor Benton County Department of Human Services 7102 W Okanogan Pl., Ste. 201 Kennewick, WA 99336 | | 2. Contractor Doing Business As (optional) | |
| 3. Contractor Representative Kyle Sullivan Manager (509) 737-3909 kyle.sullivan@co.benton.wa.u | | 4. COMMERCE Representative Megan Kendig Grant Manager 360-401-5149 Megan.kendig@commerce.wa.gov PO Box 42525 1011 Plum St SE Olympia, WA 98504-2525 | |
| 5. Original Contract Amount (and any previous amendments) \$4,245,303.00 | 6. Amendment Amount \$108,041.00 | 7. New Contract Amount \$4,353,344.00 | |
| 8. Amendment Funding Source Federal: State: X Other: N/A: | | 9. Amendment Start Date July 1, 2022 | 10. Amendment End Date June 30, 2023 |
| 11. Federal Funds (as applicable): N/A | Federal Agency: N/A | CFDA Number: N/A | |
| 12. Amendment Purpose: Additional funding to support grantees who had increased costs due to the pandemic. | | | |

COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract As Amended and attachments and have executed this Contract Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract As Amended are governed by this Contract Amendment and the following other documents incorporated by reference: CHG Guidelines (as they may be revised from time to time), and Contract Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget. A copy of this Contract Amendment shall be attached to and made a part of the original Contract between COMMERCE and the Contractor. Any reference in the original Contract to the "Contract" shall mean the "Contract as Amended".

| | |
|--|--|
| <p>FOR GRANTEE</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Print Name, Title</p> <p>_____</p> <p>Date</p> | <p>FOR COMMERCE</p> <p>_____</p> <p>Corina Grigoras, Assistant Director, Housing Division</p> <p>_____</p> <p>Date</p> <p>APPROVED AS TO FORM ONLY</p> <p>_____</p> <p>Sandra Adix Assistant Attorney General</p> <p>3/20/2014 _____</p> <p>Date</p> |
|--|--|

Amendment

This Contract is **amended** as follows:

Special Terms and Conditions

Adds the following language:

8. FRAUD AND OTHER LOSS REPORTING

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

Attachment B**Budget**

| Budget Categories | Current Contract Amount (and any previous amendments and revisions) | Amendment | New Total |
|--|--|------------------|------------------|
| CHG Standard | | | |
| Admin | \$230,500.00 | \$0 | \$230,500.00 |
| Rent/Fac Support Lease | \$785,369.00 | \$0 | \$785,369.00 |
| Other Rent/Fac Support Lease and Housing Costs | \$19,000.00 | \$0 | \$19,000.00 |
| Operations | \$460,078.00 | \$0 | \$460,078.00 |
| PSH CHF | | | |
| PSH CHF Rent/Fac Support Lease | \$36,600.00 | \$0 | \$36,600.00 |
| PSH CHF Other Rent/Fac Support Lease and Housing Costs | \$2,000.00 | \$0 | \$2,000.00 |
| PSH CHF Operations | \$10,800.00 | \$0 | \$10,800.00 |
| HEN SFY 2022 (July 2021-June 2022) | | | |
| HEN Admin 2022 | \$43,331.00 | \$0 | \$43,331.00 |
| HEN Rent/Fac Support and Housing Costs 2022 | \$411,064.00 | \$0 | \$411,064.00 |
| HEN Operations 2022 | \$164,625.00 | \$0 | \$164,625.00 |
| HEN SFY 2023 (July 2022-June 2023) | | | |
| HEN Admin 2023 | \$43,331.00 | \$0 | \$43,331.00 |
| HEN Rent/Fac Support and Housing Costs 2023 | \$411,064.00 | \$0 | \$411,064.00 |
| HEN Operations 2023 | \$164,625.00 | \$0 | \$164,625.00 |

Amendment

| Hotel Leasing and Rapid Re-Housing | | | |
|---|-----------------------|---------------------|-----------------------|
| Admin for Hotel Leasing/RRH | \$219,437.00 | \$0 | \$219,437.00 |
| Hotel Leasing/RRH/Operations | \$1,243,479.00 | \$0 | \$1,243,479.00 |
| Additional CHG | | | |
| Additional CHG Funding | \$0 | \$108,041.00 | \$108,041.00 |
| | | | |
| Total | \$4,245,303.00 | \$108,041.00 | \$4,353,344.00 |

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.

**Grant Number: 22-46108-03
Amendment Number: C**

**Washington State Department of Commerce
Community Services and Housing Division
Housing Assistance Unit
Consolidated Homeless Grant (CHG)**

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

For Benton County:

Chair

Date


Attest:

Clerk of the Board

Approved as to form:


Dept. of Human Services

Approved as to form:


Benton Co Prosecutor's Office

COMMISSIONERS' AGENDA ACTION SHEET

| | |
|--|--|
| Meeting Date: | September 20, 2022 |
| Subject: | First Amendment to Agreement #ESG-CV-TCHCC-2022, with Tri-City Hispanic Chamber of Commerce |
| Presenter: | |
| Prepared By: | Deena Horton |
| Reviewed By: | Kyle Sullivan, Manager |
| PA Review, Approval to Form: | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i> |
| Type of Agenda Item: | Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i> |
| <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business | <input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input checked="" type="checkbox"/> Execute Contract |

Summary / Background Information

This agreement is to provide resources to prevent, prepare for, and respond to the Coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homeless prevention activities to mitigate the impacts of COVID - 19. The purpose of this First Amendment to Resolution No. 2022 206, is to deobligate \$250,000.00 and extend the end date of the Agreement.

Fiscal Impact

Amount: \$250,000.00

Fund: There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0108-101 Human Services Budget for a grant amount of \$250,000.00.

Recommendation

Sign the First Amendment to Agreement #ESG-CV-TCHCC-2022 with Tri-City Hispanic Chamber of Commerce.

Suggested Motion

Approve as part of consent agenda.

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF THE FIRST AMENDMENT TO AGREEMENT #ESG-CV-TCHCC-2022 RESOLUTION NO. 2022 206, BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND TRI-CITIES HISPANIC CHAMBER OF COMMERCE

WHEREAS, the purpose of this Amendment to Resolution No. 2022 206 is to revise Exhibit B "Budget" to provide outreach services to the community to deobligate \$250,000.00 and to extend the end date of the Contract to September 30, 2023; **NOW THEREFORE**,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby approve the First Amendment to agreement #ESG-CV-TCHCC-2022 between Tri-Cities Hispanic Chamber of Commerce and Benton County Department of Human Services to revise the budget executed by Benton County on March 22, 2022, Resolution 2022 206; and

BE IT FURTHER RESOLVED, that Benton County Department of Human Services is authorized to voucher the County Auditor's office to make such payments to Tri-Cities Hispanic Chamber of Commerce, necessary for the disbursement of funds; and

BE IT FURTHER RESOLVED, that Resolution 2022-206 is hereby amended; and

BE IT FURTHER RESOLVED, the term of this attached amendment commenced on February 1, 2022 and now ends on September 30, 2023.

Dated this day of, 2022

Chair

Member

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

Attest: _____
Clerk of the Board

**FIRST CONTRACT AMENDMENT TO
GRANT AGREEMENT #ESG-CV-TCHCC-2022**

THIS FIRST CONTACT AMENDMENT is made and entered into by and between BENTON COUNTY, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **BENTON COUNTY DEPARTMENT OF HUMAN SERVICES**, with its principal offices located at 7102 W. Okanogan Place, Suite #201, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTY"), and **TRI-CITIES HISPANIC CHAMBER OF COMMERCE**, a corporation organized under the laws of the State of Washington, with its principal offices at 1600 N. 20th Avenue, #D, Pasco, WA 99301 (hereinafter "CONTRACTOR").

WHEREAS, per Benton County Resolution No. 2022 206, the parties entered into a Grant Agreement beginning February 1, 2022 and ending September 30, 2022 (hereinafter the "CONTRACT") whereby CONTRACTOR agreed to assist the COUNTY with outreach services; and

WHEREAS, this First Amendment is necessary to deobligate funds for Outreach, operations and administration.

NOW THEREFORE, the parties agree that all provisions of the CONTRACT remain in full force and effect, except for the following amendments:

1. Total consideration shall be amended in its entirety to the following consideration.....\$250,000.00
2. **Exhibit B – Budget**
To amend the contract to decrease funds for Outreach, operations and administration.
3. Extend the end date to September 30, 2023.

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

FOR BENTON COUNTY:

Chair Date

Member Date

FOR THE CONTRACTOR:

Martin Valadez 9/6/22

Signature Date

Martin Valadez

Print Name

Exec Director 1/12/22
Title Date

Member Date

Constituting the Board of County
Commissioners of Benton County,
Washington

ATTEST:


Clerk of the Board

APPROVED AS TO CONTENT:



Kyle Sullivan, Human Services Manager

APPROVED AS TO FORM:



Benton County Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

| | | |
|--|--|--|
| Meeting Date: | September 20, 2022 | |
| Subject: | Approving the Renewal of Hippo CMMS Yearly Subscription from Hippo Facility Management Technologies, Inc. for the Facilities Department | |
| Presenter: | | |
| Prepared By: | Robert Heard | |
| Reviewed By: | Procurement Dept, Jeff Jones | |
| PA Review, Approval to Form: | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i> | |
| Type of Agenda Item: | Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i> | |
| <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business | <input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion <input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract | |

Summary / Background Information

On September 24, 2019, the Board signed Resolution 2019-695 approving the purchase of Hippo CMMS asset management and work order system. Resolution 2019-695 allows a yearly subscription not to exceed \$5,000. Hippo renewal for 2022 is now \$5,898.38 excluding WSST. IT is requesting approval to renew the subscription for Hippo CMMS allowing for future subscription payments not to exceed \$7,000.

Facilities has plans to migrate Hippo CMMS to Tyler Enterprise Asset Management in 2023-2024.

Fiscal Impact

Amount: **\$7,000 excluding WSST**

Fund: **Approved 2021-2022 Information Technology funds.**

Recommendation

Information Technology recommends that the Board approve the renewal of Hippo CMMS asset management and work order system from Hippo Facility Management Technologies, Inc.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE RENEWAL OF HIPPO CMMS YEARLY SUBSCRIPTION FROM HIPPO FACILITY MANAGEMENT TECHNOLOGIES, INC. FOR THE FACILITIES DEPARTMENT

WHEREAS, on September 24, 2019, the Board signed Resolution 2019-695 authorizing the purchase of online asset management and work order management system, Hippo CMMS; and

WHEREAS, Resolution 2019-695 does not allow for yearly subscription renewals to exceed \$5,000; and

WHEREAS, Hippo Facilities Management Technologies, Inc. has raised their 2022 annual subscription to \$5,898.38; and

WHEREAS, Information Technology is requesting that the Board increase the total yearly subscription cost for Hippo CMMS from \$5,000 to \$7,000 so that the Facilities Department can continue to use Hippo CMMS to manage County assets and work orders; **NOW THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs and authorizes Information Technology to renew the Hippo CMMS annual subscription from Hippo Facilities Management Technologies, Inc. for the Facilities Department in an amount not to exceed \$7,000 excluding Washington State Sales Tax; and

BE IT FURTHER RESOLVED, the term of this subscription commences upon payment for 12 months and renews annually every year.

Dated this 20 day of September, 2022

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Invoice #31997

This is your invoice for services provided by Hippo CMMS

From

Hippo Facility Management Technologies, Inc.
400-123 Bannatyne Avenue
Winnipeg, Manitoba R3B 0R3 Canada
(866) 956-2859

Bill To

County of Benton, WA
Benton County Justice Center
Kennewick, WA 99336
USA

Invoice Summary

| | |
|-------------------------|-------------|
| Invoice Number | 31997 |
| Date | 07/25/2022 |
| Terms | Net 60 |
| Due Date | 09/23/2022 |
| Amount Due (USD) | \$ 5,898.38 |

Description

This is your License Fee for HipPro Starting 09/25/2022 ending 09/24/2023.

Quantity

Rate

Amount

1

5,898.38

5,898.38

Amount Due (USD)

\$ 5,898.38

GST NUMBER 89917 8966 RT0001

WIRE TRANSFER INFORMATION

TD Canada Trust
360 Main Street, Suite 2050
Winnipeg, Manitoba, CANADA R3C 3Z3

PAYMENTS IN CAD

Account Number: 5307742
Bank #: 004
Routing Number/Clearing Code: CC000463307
ABA: 026009593
Swift Code: TDOMCATTOR

PAYMENTS IN USD

Account Number: 7319109
Swift Code: TDOMCATTOR
Routing Number/Clearing Code: CC000463307

COMMISSIONERS' AGENDA ACTION SHEET

| | | |
|--|---|--|
| Meeting Date: | September 20, 2022 | |
| Subject: | Approving the Purchase of Three N7100E Fujitsu Scanners for Superior Court Administration from Southern Computer Warehouse | |
| Presenter: | | |
| Prepared By: | Robert Heard | |
| Reviewed By: | Procurement Department, Tiffany Runge | |
| PA Review, Approval to Form: | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i> | |
| Type of Agenda Item: | Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i> | |
| <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business | <input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract | |

Summary / Background Information

Superior Court Administration has requested to purchase three scanners to be used in Benton County courtrooms. 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. Three vendors provided scanner quotes in Southern Computer Warehouse, Strictly Technology LLC, and Computer Discount Warehouse – Government.

| | | |
|---|--------------------------------|-------------------|
| Southern Computer Warehouse | N7100E Fujitsu Scanners | \$4,528.59 |
| Strictly Technology LLC | N7100E Fujitsu Scanners | \$4,782.00 |
| Computer Discount Warehouse –Government | N7100E Fujitsu Scanners | \$4,746.21 |

Fiscal Impact

Amount: \$4,528.59 excluding WSST.

Fund: Approved Superior Court Administration/Trial Court Improvement
2021-2022 budgeted funds.

Recommendation

Information Technology recommends that the Board approve the purchase of three Fujitsu N7100E scanners from Southern Computer Warehouse. All equipment purchased will be added to Central Services Replacement Fund (0132101).

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF THREE N7100E FUJITSU SCANNERS FOR SUPERIOR COURT ADMINISTRATION FROM SOUTHERN COMPUTER WAREHOUSE

WHEREAS, Superior Court Administration has made a request to purchase three scanners to support improving courtroom processes; and

WHEREAS, Information Technology reviewed three quotes from three vendors; Southern Computer Warehouse, Strictly Technology LLC, and Computer Discount Warehouse – Government; and

WHEREAS, Information Technology recommends purchasing three N7100E Fujitsu scanners from Southern Computer Warehouse; and

| | | |
|---|--------------------------------|-------------------|
| Southern Computer Warehouse | N7100E Fujitsu Scanners | \$4,528.59 |
| Strictly Technology LLC | N7100E Fujitsu Scanners | \$4,782.00 |
| Computer Discount Warehouse –Government | N7100E Fujitsu Scanners | \$4,746.21 |

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 concurs with Information Technology’s recommendation and approves the purchase of three N7100E Fujitsu scanners from Southern Computer Warehouse in an amount not to exceed \$4,528.59 excluding Washington State Sales Tax; and

BE IT FURTHER RESOLVED, newly purchased scanners will be enrolled into Central Services Replacement Fund (0132101).

Dated this 20 day of September, 2022

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board



2300 NW 55th Court, Suite 110,
Fort Lauderdale, FL 33309
Phone: 954-541-8559 Fax: 954-606-5441

Quotation


Number: **13809**

Date: **09/02/2022**

Quote prepared for: **Robert Heard**

Bill To:
Benton County WA (1530)
Robert Heard
PO Box 608
Prosser, WA 99350
Phone: (509)786-5710
Email: emcleod@strictlytech.com

Ship To:
Benton County WA (1530)
Robert Heard
PO Box 608
Prosser, WA 99350

| Item # | Mfr. Part | Product Image | Description | Price | Qty. | Extended |
|-----------|--------------|---|--|-------------------|------|--------------------|
| 1 | PA03706-B505 |  | Fujitsu ImageScanner N7100E Cordless ADF Scanner - 600 dpi Optical - 25 ppm (Mono) - 25 ppm (Color) - PC Free Scanning - Duplex Scanning - USB - TAA Compliance Mfr: FUJITSU UNSPSC : 43211711 | \$ 1,594.00 | 3 | \$ 4,782.00 |
| 1 item(s) | | | | Sub-Total | | \$ 4,782.00 |
| | | | | Tax @ 8.7% | | \$ 416.03 |
| | | | | Freight | | \$ 0.00 |
| | | | | Total | | \$ 5,198.03 |

Quote Valid Until: 10/02/2022

Payment Details

Pay by: Company PO
Payment Term: Net 30

Shipping and Delivery Details

Shipping via: FEDEX Ground
(DropShip)

Terms and Conditions

Prices exclude applicable taxes, insurance, shipping and special handling charges unless stated. All prices are subject to change without notice. Supply subject to availability.

Prepared by: **Ethan Mcleod**

Email: **emcleod@strictlytech.com**

Phone: **954-541-8559**

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Julie Browning
Phone:
Fax:
Email: julie.browning@connection.com

25396318.02

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Date: 9/2/2022
Valid Through: 10/2/2022
Account #: S01994

Account Manager:
Phone:
Fax:
Email:

Customer Contact: Robert Heard
Email: robert.heard@co.benton.wa.us

Phone: (509) 737-3529
Fax:

| QUOTE PROVIDED TO: | SHIP TO: |
|--|---|
| AB#: 7718457 BENTON COUNTY CENTRAL SERVICES ACCOUNTS PAYABLE PO BOX 608 PROSSER, WA 99350 (509) 786-5603 | AB#: 7718459 BENTON COUNTY CENTRAL SERVICES 620 MARKET ST PROSSER, WA 99350 |

| DELIVERY | FOB | SHIP VIA | SHIP WEIGHT | TERMS | CONTRACT ID# |
|-----------------|-------------|--------------------------------|-------------|--------|--------------|
| 5-30 Days A/R/O | Destination | Small Pkg Ground Service Level | 60.00 lbs | Net 30 | |

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com, or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Due to the industry-wide constraints and fluctuations, we reserve the right to change pricing at any time. Please refer to our Quote Number in your order.

| * Line # | Qty | Item # | Mfg. Part # | Description | Mfg. | Price | Ext |
|----------|-----|--------------------------|--------------|---|-----------------|------------------------------|--------------------|
| 1 | 3 | 41173600 | PA03706-B505 | ImageScanner N7100E Cordless ADF Scanner Fujitsu Scanner | Fujitsu Scanner | \$ 1,582.07 | \$ 4,746.21 |
| | | | | | | Subtotal | \$ 4,746.21 |
| | | | | | | Fee | \$ 0.00 |
| | | | | | | Shipping and Handling | \$ 0.00 |
| | | | | | | Tax | \$ 412.92 |
| | | | | | | Total | \$ 5,159.13 |



ORDERING INFORMATION
GovConnection, Inc. DBA Connection

Please contact your account manager with any questions.

Ordering Address
GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Remittance Address
GovConnection, Inc.
Box 536477
Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

| | |
|---------------------------|-------------------------------------|
| Payment Terms: | NET 30 (subject to approved credit) |
| FOB Point: | DESTINATION (within Continental US) |
| Maximum Order Limitation: | NONE |
| FEIN: | 52-1837891 |
| DUNS Number: | 80-967-8782 |
| CEC: | 80-068888K |
| Cage Code: | OGTJ3 |
| Business Size: | LARGE |
| Erate Spin Number: | 143026005 |

WARRANTY: Manufacturer's Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Due to the industry-wide constraints and fluctuations, we reserve the right to change pricing at any time. Please refer to our Quote Number in your order.

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one: <https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm>

Please forward your Contract or Purchase Order to:
SLEDOPS@connection.com

QUESTIONS: Call 800-800-0019



Southern Computer Warehouse
 1395 S. Marietta Parkway
 Building 300
 Marietta, Georgia 30067
 United States
 http://www.scw.com
 (P) 877-GOTOSCW
 (F) 770.579.8937

Quote (Open)

| |
|--|
| Date Sep 06, 2022 11:25 AM EDT |
| Modified Date Sep 06, 2022 11:26 AM EDT |
| Quote # 1741782 - rev 1 of 1 |
| Description Fujitsu ImageScanner N7100E |
| SalesRep Ortiz, Andres (P) 877-GOTOSCW ext. 320 |
| Customer Contact Heard, Robert (P) 509-786-5603 Robert.Heard@co.benton.wa.us |

Customer
 Benton County WA (A11627)
 Heard, Robert
 620 Market Street
 Prosser, WA 99350
 United States
 (P) 509-786-5603

Bill To
 Benton County WA
 Services, Central
 620 Market Street
 Prosser, WA 99350
 United States
 (P) 509-786-5603
 teri.holmes@co.benton.wa.us

Ship To
 Benton County WA
 REF#, ATTN
 620 Market Street
 Prosser, WA 99350
 United States

| | | |
|------------------------------|----------------------------|----------------------------|
| Customer PO: | Terms: Undefined | Ship Via: GROUND |
| Special Instructions: | | Carrier Account #: |

| # | Image | Description | Part # | Tax | Qty | Unit Price | Total |
|---|-------|--|---------------|-----|-----|------------|------------|
| 1 | | Fujitsu - Fujitsu Image Scanner N7100E Document scanner - Dual CIS - Duplex - 8.5 in x 14 in - 600 dpi x 600 dpi - up to 25 ppm (mono) / up to 25 ppm (color) - ADF (50 sheets) - up to 4000 scans per day - Gigabit LAN | PA03706- B505 | Yes | 3 | \$1,509.53 | \$4,528.59 |

Note: None in stock. 1-3 months estimated delivery lead time

| |
|---------------------------|
| Contract |
| Open Market - Open Market |

Quote valid for 30 days unless formal bid provides different term. Promotional pricing is valid only during term of promotion and while supplies last.

Subtotal: \$4,528.59
 Tax (8.7000%): \$393.99
 Shipping: \$0.00
Total: \$4,922.58

All returns must be authorized and clearly marked with a valid RMA number. RMA's are subject to restock fees when applicable.

These prices may not include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above.

Please note that expedited shipping charges are estimated, and could decrease or increase when invoiced.

All prices are subject to change without notice. Supply subject to availability.

COMMISSIONERS' AGENDA ACTION SHEET

| | | |
|--|--|--|
| Meeting Date: | September 20, 2022 | |
| Subject: | Professional Services Agreement with attorney Eric Scott | |
| Presenter: | | |
| Prepared By: | Michael Vander Sys | |
| Reviewed By: | Denise Gerry | |
| PA Review, Approval to Form: | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i> | |
| Type of Agenda Item: | Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i> | |
| <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business | <input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input checked="" type="checkbox"/> Execute Contract | |

Summary / Background Information

Benton County is legally obligated to provide public defense services in Benton County Superior Court on adult criminal cases ("Services").

One of the County's employed staff trial public defenders, Katherine Bohnet will be on leave from June 27, 2022 until October 31, 2022 and, as a result, will need full coverage for both her existing caseload and new cases assigned to her during this period.

Megan Whitmire was previously contracted to provide Services while Katherine Bohnet was on leave. However, Megan Whitmire has been appointed as a Court Commissioner in Benton County Superior Court and given notice of termination of her contract.

Eric Scott is an attorney engaged in the private practice of law, has direct experience in litigating cases involving persons charged with felony criminal offenses, and desires to contract with the County to provide legal services to indigent persons subject to felony criminal charges in Benton County Superior Court by providing coverage for Katherine Bohnet's existing and assigned caseload during her leave.

Fiscal Impact

None beyond budgeted.

Recommendation

Execute professional services agreement with attorney Eric Scott for coverage of Benton County staff trial defender Katherine Bohnet during her leave from September 19 to October 31 in Benton County Superior Court.

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 IN BENTON COUNTY SUPERIOR COURT WITH ATTORNEY ERIC SCOTT TO PROVIDE LEAVE COVERAGE FOR BENTON COUNTY OFFICE OF PUBLIC DEFENSE STAFF ATTORNEY KATHERINE BOHNET

WHEREAS, Benton County ("County") is obligated by law to provide indigent defense services in Benton County Superior Court for adult criminal cases (Services); and

WHEREAS, because County employed staff attorney, Katherine Bohnet, will be on leave from June 27, 2022 until October 31, 2022, it is necessary to provide coverage Services; and

WHEREAS, attorney Megan Whitmire was previously covering for Katherine Bohnet while on leave, and was recently appointed as a Court Commissioner in Benton County Superior Court, thus requiring her to terminate her contract; and

WHEREAS, attorney Eric Scott is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with felony criminal offenses and desires to contract with the County to provide leave coverage for staff attorney Katherine Bohnet's existing and assigned caseload; and

WHEREAS, it is therefore in the best interests of Benton County to award a professional services agreement with Eric Scott for public defense services; **NOW, THEREFORE**

BE IT RESOLVED that the proposed professional services agreement with Eric Scott to provide public defense services in Benton County Superior Court for adult criminal cases, to cover the scheduled leave of Benton County Office of Public Defense staff attorney, Katherine Bohnet, from September 19, 2022 until October 31, 2022, with compensation of \$8,166.00 per month plus other allowable expenses, premiums and fees as detailed, is hereby approved and executed on behalf of Benton County.

Dated this _____ day of _____ 20 _____

Chairman of the Board

Member

Member
Constituting the Board of Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE
LEGAL REPRESENTATION TO INDIGENT PERSONS IN
BENTON COUNTY SUPERIOR COURT
BCSC2222ES001T**

| CONTRACT SUMMARY | | | |
|--|-----------------------|-------------------------------|--------------------------|
| Contract Type | Monthly | | |
| Contract Number | BCSC2222ES001T | Contract Holder | Eric Scott |
| WSBA # | 48913 | Effective Dates | 09/19/22 to 10/31/22 |
| Caseload Cap | 45 | Compensation | \$8,166 per Month |
| Assigned Court | Superior Court | Compensation Structure | By the Month |
| Contract Slot Identifier: n/a | | | |
| Compensation Payable to: Tri-City Legal, PLLC | | | |

THIS AGREEMENT is entered into by and between **Eric Scott**, attorney at law, Washington State Bar Association #48913 ("Attorney"), and **BENTON COUNTY, WASHINGTON**, a state of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court.

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

- A. The County has the legal responsibility to provide legal defense services to indigent persons charged with felony criminal offenses alleged to have been committed within the County's jurisdictional boundaries.
- B. One of the County's employed staff trial public defenders, Katherine Bohnet, WSBA #51349 ("Staff Attorney") will be on leave from June 27, 2022 until October 31, 2022 ("Coverage Period") and, as a result, will need full coverage for both her existing caseload and new cases assigned to her ("Staff Attorney Caseload") during Coverage Period.
- C. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with felony criminal offenses, and desires to contract with the County to provide legal services to indigent persons subject to felony criminal charges in Benton County Superior Court by providing coverage for Staff Attorney's existing and assigned caseload during Coverage Period.
- D. The parties intend that the cases on Staff Attorney Caseload, which are covered by Attorney during the Coverage period remain assigned to Staff Attorney, but that Attorney assume Staff Attorney's role in its entirety (as further detailed herein) during the Coverage Period. The Benton County Superior Court has been consulted regarding this proposed arrangement and has agreed to it.

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **09/19/22**, and shall continue thereafter through and including **10/31/22**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement. Upon expiration of this Agreement, unless extended by mutual written agreement, Attorney's obligations as to Staff Attorney Caseload shall cease and responsibility for such cases will be resumed by Staff Attorney.

2. **ATTORNEY'S OFFICE LOCATION.**

a. Attorney presently and regularly maintains (or has access to) an office adequate and appropriate for the practice of law at 7101 Hood Pl, Ste B202, Kennewick, WA 99336; Attorney's current local office telephone and fax numbers are (509) 578-1555 and (509) 591-9355, respectively; and Attorney's current office/work e-mail address is whitmirelaw@gmail.com.

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

c. Regardless of the location or manner in which Attorney decides to maintain an office, throughout the entire term of this Agreement the office facility must comply with any and all applicable public defense standards adopted by the Washington Supreme Court.

3. **ATTORNEY'S QUALIFICATIONS.** Attorney acknowledges and agrees that the County has an obligation to provide competent and effective legal counsel to indigent persons subject to proceedings in Benton County Superior Court. Attorney shall perform all services hereunder in strict accordance with the usual skills and professional ethical standards exercised by attorneys engaged in the defense of persons accused of felony crimes in the state of Washington and generally exercised by members of the Washington State Bar Association ("WSBA"). Without limitation in that regard, Attorney acknowledges and agrees that Attorney has a fundamental duty and responsibility to effectively promote and protect the best interests and rights of all persons whom Attorney is appointed to represent under this Agreement.

a. As of the date of this Agreement, Attorney represents and warrants that Attorney is unconditionally licensed to practice law within the state of Washington; has had at least one (1) year of direct trial experience in felony criminal defense or criminal prosecution matters; meets the minimum standards for Superior Court felony public defense (for Class A, B, and C felonies, sex-case felonies, and violent Class A and B felonies) as adopted by the Washington State Supreme Court; has not been a party to a previous personal services agreement with any governmental entity or any other entity for the provision of public indigent defense services that was terminated due to Attorney's breach or other contractual non-compliance; has not been previously employed by any governmental entity or any other entity to provide indigent defense services and had such employment terminated due to any reason relating to Attorney's job performance; has not

been censured, admonished, or otherwise formally disciplined for past conduct or behavior that would negatively reflect on Attorney's duty and ability to effectively and competently render legal services hereunder; has not been suspended or disbarred from the practice of law in any state or other jurisdiction at any time in the past; and does not have any bar association complaints filed and pending against him/her.

(i) This Agreement may be subject to review and potential termination pursuant to paragraph 19 below in the event that Attorney's license to practice law in Washington is revoked or otherwise limited or restricted; in the event that a court of competent jurisdiction formally determines and expressly finds that Attorney has rendered ineffective assistance of counsel to any person; in the event that Attorney is censured, admonished, or otherwise formally disciplined for conduct or behavior that negatively reflects on Attorney's duty and ability to effectively and competently render legal services hereunder; or in the event that Attorney is suspended or disbarred from the practice of law in any other state or jurisdiction.

(ii) Attorney shall notify the County within five (5) business days if any event specified in paragraph 3.a.(i) occurs or if any bar association complaint is filed against Attorney. Failure to do so shall constitute a substantial and incurable breach of this Agreement and shall subject this Agreement, at the election of the County, to immediate termination.

b. Attorney acknowledges and agrees that the County may conduct criminal history background check(s) on Attorney including any such recurring check as the County may deem appropriate, in its sole discretion, even at times after execution of this Agreement. Attorney acknowledges and agrees that this Agreement shall be deemed immediately and automatically terminated upon the County receiving a non-complying or otherwise unsatisfactory criminal history background check report.

c. Attorney represents, warrants, and certifies that Attorney has read and fully understands the requirements of RCW 13.40.570 (sexual misconduct by state employees, contractors) and all sex offense crimes included in RCW Chapter 9A.44. Attorney shall comply with any and all applicable legal and/or administrative requirements relating to the documentation/reporting of sexual misconduct.

d. Reserved

e. Attorney represents and warrants that, throughout the entire term of this Agreement, Attorney's private law practice caseload; Attorney's schedule; and Attorney's office resources, equipment, and support staff will allow Attorney to competently undertake and effectively perform all services required under this Agreement. Attorney represents and warrants that Attorney's private law practice and schedule will not interfere with Attorney's ability to timely and effectively perform such services including, without limitation, Attorney's ability to prepare for and attend regularly scheduled trials and dockets or Attorney's ability to schedule and conduct face-to-face meetings with the persons Attorney is appointed to represent under this Agreement for purposes of discussing, preparing, and pursuing the most viable defense(s) and/or resolution available and keeping such persons reasonably apprised as to the status of their case.

f. Pursuant to RCW 10.101.050, no later than 15 calendar days after the end of each calendar year during the term of this Agreement, Attorney shall provide the PDM with a written report showing the total number and specific types of private practice cases (which for purposes of this Agreement shall include pro bono cases, retained-fee cases, and any cases handled by Attorney under any other professional/personal services agreement) in which Attorney provided legal services during the preceding year and the total number and specific types of appointed cases under this Agreement in which Attorney provided legal services during the preceding year.

Additionally, in the event that the public defense reporting requirements under RCW 10.101.050, other applicable statute or relevant case law are later amended/modified (or, in the case of case law, reasonably required as a best practice) Attorney shall correspondingly comply with any such amended/modified reporting requirements without added compensation upon written notice from the County to do so.

g. Attorney recognizes and acknowledges that Attorney is required by Washington Supreme Court Order to meet certain Supreme Court-adopted Standards for Indigent Defense (“Defense Standards”) to provide quality representation to indigent criminal defendants, and to periodically file certain certifications attesting to Attorney’s compliance with such Defense Standards. Attorney understands and acknowledges that Attorney’s compliance with such Defense Standards and periodic certification filing requirements is a direct professional and ethical obligation between Attorney and any Court in which Attorney appears while performing services under this Agreement. Attorney further acknowledges and understands that, though Attorney’s compliance with such Defense Standards and such periodic certification filing requirements is not an express term of this Agreement and therefore not subject to the County’s monitoring or control, Attorney’s noncompliance with such Defense Standards and/or such filing requirements would directly impair Attorney’s ability to perform and fulfill Attorney’s basic obligations under this Agreement. Accordingly, if the County is notified by any Court in which Attorney appears to perform services under this Agreement that Attorney has failed to comply with such Defense Standards or such periodic certification filing requirements, Attorney shall then be considered to be in substantive breach of this Agreement and this Agreement shall then become subject to potential termination under the provisions of paragraph 19.b. below.

h. Attorney understands and acknowledges that Attorney is solely and personally responsible to obtain and maintain all necessary state and local government business licenses and/or other approvals necessary to operate Attorney’s private legal services business.

4. **OTHER INDIGENT DEFENSE ATTORNEYS.**

In addition to entering into this Agreement with Attorney, the County has entered into, or contemplates entering into, separate and independent professional services agreements with other licensed attorneys to primarily provide criminal defense services to persons accused of felony crimes in Benton County Superior Court. Attorney agrees to fully cooperate and coordinate with such other independent contractor attorneys, the Benton County Superior Court, the Superior Court Administrator, the PDM, and any attorneys hired and employed by the County (“Public Defenders”) to provide criminal defense services to persons accused of felony crimes in Benton County Superior Court, to establish a process to effectuate the efficient and equitable distribution

of case appointments between Attorney, said other independent contractor attorneys, and said Public Defenders (collectively the "Benton County Superior Court Criminal Defense Panel"). The Superior Court Administrator and/or the PDM shall have the inherent discretion and authority to monitor and control (and reasonably modify/change) such process.

5. **CASE APPOINTMENTS.** During the term of this Agreement, in addition to handling the cases on Staff Attorney Caseload existing at the time of the commencement of this Agreement, Attorney agrees to handle additional appointments to represent indigent persons (regardless of their race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation) on any matter in Benton County Superior Court in which publicly provided counsel is furnished or required by law. The parties specifically agree that while these appointments will continue to be in the name of Staff Attorney, during the period of this Agreement, Attorney shall assume all roles and duties that Staff Attorney would otherwise assume were she not on leave. More specifically, the appointments shall be on any of the following types of matters:

- Any felony matter filed or otherwise pending under the applicable Washington criminal statutes and/or under any other applicable Washington law in Benton County Superior Court.
- Any post-disposition probation violation, revocation, modification, and/or contempt-of-court proceeding relating to any underlying criminal case.
- Any misdemeanor or gross misdemeanor filed directly in Benton County Superior Court, whether as a part of another separate case or filed independently.
- Any material witness matter relating to a felony case or matter filed in Benton County Superior Court.
- Any case or matter returned to Benton County Superior Court from any higher court.
- Any other type of Benton County Superior Court case or matter in which another Benton County Superior Court Criminal Defense Panel member and/or any other attorney who is under a professional services agreement to provide legal representation in Benton County Superior Court is unable to handle due to a conflict of interest.
- Any case or matter transferred from the Juvenile Court through declination or other court proceedings.
- Any civil contempt of court proceeding, not including non-contempt matters such as non-criminal custody or paternity matters.
- Any case or matter initially filed in Benton County District Court but then transferred to Benton County Superior Court, including those cases in which the felony charge later is reduced to a non-felony charge.

- Any case or matter for which post-conviction representation is mandated by law including, but not limited to, sentence reviews and requests for furloughs (only as appointed by the Superior Court).

6. **CONTINUED REPRESENTATION.**

Given the temporary coverage nature of this Agreement, there are no continued representation obligations to be met by Attorney.

7. **NUMBER OF APPOINTMENTS.** During the term of this Agreement, Attorney agrees to and shall handle all of the pending cases on Staff Attorney's caseload at the time of the commencement of this Agreement, and up to a maximum of **45 total additional cases** assigned to Attorney and added to Staff Attorney Caseload during the period of this Agreement.

8. **CASE COUNTING.**

a. Benton County does not employ a case weighting system for Superior Court appointments. Therefore, all new criminal case appointments that meet the definition of a "case" in SID 3.3 shall each count as one case toward Attorney's maximum annual caseload as set forth in Section 7 herein.

Specifically, the following types of appointments shall count as a case:

| Type of Matter | Treatment |
|--|--|
| Any new criminal case filed in Superior Court | Counts as 1 case |
| DOSA, SSOSA, or Sentence review on another attorney's case | Counts as 1 case. If reviews extend beyond a year, then it is considered Attorney's case and additional compensation shall be paid according to the terms of Section 12 herein |
| Post-sentencing matter on another attorney's case | Counts as 1 case |
| Sentencing for another attorney's case | Counts as 1 case |
| Child support contempt conflict case | Counts as 1 case |
| Civil commitment conflict case | Counts as 1 case |
| Homicide or persistent offender cases (if applicable) | Counts as 1 case (Attorney shall be entitled to enhanced compensation for these types of cases pursuant to the terms of Section 13 herein). |

The following types of appointments types do not qualify under the definition of a “case” but do entitled Attorney to additional compensation according to the terms of Section 12 herein:

| |
|---|
| Material witness matters |
| Provisional representation during preliminary appearances to cover for the unavailability of a Staff Defender |
| DOSA, SSOSA, or Sentence Reviews on Attorney’s own cases |

b. An appointment to any matter in which Attorney was previously appointed shall not be further counted as any type of case equivalent if such matter was not fully concluded and subsequently arises again before the Benton County Superior Court and Attorney continues representing the same person in such matter within a twelve (12) month period (e.g., if Attorney was appointed to represent a person on a criminal charge who fails to appear for trial but is back before the court within 12 months, Attorney’s continued representation of such person following his later arrest shall be deemed as being a prior and ongoing representation and shall not count as any type of further or additional case equivalent). Provided that, if Attorney was appointed to represent a person who is duly tried, convicted, and sentenced, Attorney’s subsequent representation of such person during subsequent proceedings for alleged violations of sentence conditions shall be deemed as being an independent and unrelated matter.

c. Except as may be otherwise specifically and expressly provided in this Agreement, an appointment to any matter involving multiple charges arising out of a single incident or series of substantially related incidents shall be considered as being one (1) case equivalent. Similarly, except as may be otherwise expressly provided in this Agreement, an appointment to any matter involving multiple charges brought/filed under a single cause number and/or which are properly joined for purposes of trial shall be considered as being one (1) case equivalent. Further provided, however, that the PDM may in his sole discretion adjust the case equivalent total after consultation.

9. **CLIENT ELIGIBILITY.** The Benton County Superior Court (or its designee), consistent with applicable laws, rules and standards, shall determine the eligibility of any particular person for representation by Attorney under this Agreement. Attorney is under no obligation to determine a person’s eligibility or continuing eligibility to receive publicly provided representation. If Attorney is appointed to represent a person and subsequently discovers that that the client’s circumstances have changed such that the client is no longer entitled to court appointed counsel, or that the client may have obtained appointed counsel initially by fraud, misrepresentation or omission, assuming that clear standards for financial eligibility have been communicated to the client by the court, then pursuant to RPC 4.1(b) Attorney should, unless prohibited by another Rule of Professional Conduct, advise the court of the circumstances. If the Benton County Superior Court (or its designee) then determines that such person is not eligible for publicly-

provided representation, the appointment of Attorney to represent such person shall be rescinded and such person shall be required to retain his/her own legal counsel. Attorney shall not thereafter represent such person in such matter on a retained-fee basis unless such person applies for and receives the Benton County Superior Court's permission allowing such representation. Nothing contained herein shall prevent Attorney from representing a person on a retained-fee basis in an action in which Attorney has not been appointed by the Benton County Superior Court to represent such person, or from representing a person on a retained-fee basis whom Attorney has been appointed by the Benton County Superior Court to represent provided that the matter(s) involving the retained representation are wholly independent and unrelated to the matter for which Attorney was appointed.

10. **CONFLICTS.** Notwithstanding any other terms or provisions contained in this Agreement to the contrary, Attorney shall not be required to accept, and Attorney shall decline to accept, an appointment under this Agreement if the particular appointment would create a true and bona fide conflict of interest for Attorney or would otherwise cause or constitute an actual violation of any generally recognized ethical or professional standards common and applicable to attorneys in the state of Washington. Furthermore, in the event a true and bona fide conflict of interest arises subsequent to Attorney receiving an appointment under this Agreement (or in the event Attorney's continued involvement in a pending case would cause or constitute an actual violation of any such ethical or professional standards), Attorney shall immediately make the Benton County Superior Court aware of such development for purposes of the Court taking action to appoint another attorney to assume and undertake legal representation in such case.

11. **SCOPE OF REPRESENTATION; FILE RETENTION; CONVICTION OF CRIMINAL OFFENSE.** Attorney agrees to and shall represent all persons whom Attorney is obligated to provide legal representation to (on a temporary coverage basis) hereunder with the same skill and commitment as Attorney exercises and expends when representing persons on a private and/or retained-fee basis. Without limitation in that regard, such representation should include the investigation of the underlying facts, the research of all relevant law, interviewing of potential witnesses, retention and use of investigators and/or experts when warranted and necessary, appropriate communication with the client, review of potential plea alternatives, review of potential collateral consequences associated with a plea/conviction (e.g., potential immigration or civil commitment consequences), and the preparation for and appearance on behalf of the client in all stages of Superior Court proceedings including, without limitation, arraignments, pre-trial hearings, motions, trials, sentencing/disposition proceedings, contempt proceedings, appeals (limited to the preparation and filing of any and all pleadings necessary and appropriate to perfect any appeal or statutory writ to a higher court, including the appointment of publicly-provided counsel, if and when applicable), and post-conviction reviews.

a. Without limiting Attorney's obligation to initially meet with an indigent person to discuss his/her case as soon as reasonably possible following Attorney's appointment to the case, when Attorney is appointed to an "in custody" case (i.e., a case in which the person is confined/incarcerated), Attorney should use best efforts to meet face-to-face with such person within three (3) business days of Attorney receiving the appointment (unless the circumstances of a particular case reasonably require that Attorney make earlier initial contact with the person), otherwise, as soon thereafter as is reasonably feasible.

b. Additionally, throughout Attorney's representation of any person under this Agreement, Attorney shall maintain reasonably appropriate contact/communications with

the person so as to keep him/her fully apprised as to the status of his/her case (with the specific manner and frequency of such contact/communications left entirely to Attorney's professional judgment); and Attorney should use best efforts to apprise the person of any new development in his/her case within three (3) business days of Attorney learning of such development (unless the circumstances of a particular case reasonably require that Attorney make earlier contact with the person), otherwise, as soon thereafter as is reasonably feasible. Without limiting any of the foregoing provisions of this paragraph, with regard to any court hearing involving a represented person, Attorney should contact such person (preferably in person or at least via telephone) to discuss his/her case and the purpose of the hearing no later than one (1) business day prior to the hearing date.

c. Attorney shall compile and maintain appropriate case records for each person whom Attorney is appointed to represent hereunder. The manner of storage, the portion or portions of case records that must be stored, and the required period of storage, shall comply with any and all applicable Rule of Professional Conduct, Washington State Bar Ethics Opinion, case law, and court rule.

d. Upon Attorney pleading guilty or being convicted of any of the following-described offenses, Attorney shall notify the PDM of such plea/conviction within seven (7) calendar days thereafter, and Attorney's failure to timely report within such timeframe shall constitute a substantial and incurable breach of this Agreement and result in the immediate and automatic termination of this Agreement. Even if County is timely notified, County may elect, at its sole discretion, to terminate this Agreement and if it elects to do so, may do so with ten (10) days written notice to Attorney:

- (i) Any felony offense as defined in RCW 9.94A.030 and RCW 9A.44.130 or misdemeanor sex offense under the laws of the State of Washington, any other State, or Federal law.
- (ii) Any crime specified in RCW Chapter 9A.44 when the victim was a juvenile in the custody of, or under the jurisdiction of, the Juvenile Rehabilitation Administration, Washington Department of Social and Health Services; and/or
- (iii) Any violent offense as defined in RCW 9.94A.030 or its equivalent in any other State or Federal Statute
- (iv) Any crime of dishonesty or deception.

12. **COMPENSATION.**

a. Attorney shall be compensated in the amount of **\$8,166 per month, prorated for any partial months.**

Attorney shall receive additional compensation for the following assignments (only counting new assignments to Staff Attorney Caseload for which Attorney will be providing temporary coverage, and specifically not including cases already on Staff Attorney Caseload at the commencement of this Agreement):

| Type of Assignment | Additional Compensation |
|---|--------------------------------------|
| New Class A felony assigned to Staff Attorney but handled by Attorney with the appointment date on or before October 1, 2022. | \$700 |
| Material witness matters | \$225 |
| Provision representation during preliminary appearance dockets (Monday, Tuesday or Friday) to cover for a Staff Defender's unavailability | \$175 |
| DOSAs or SSOSAs review on Staff Attorney's own case | \$225 per year that reviews continue |
| Post-sentencing matter on Staff Attorney's own case | \$225 |

In order to receive additional compensation for the assignments listed above, Attorney shall submit Claims for Compensation pursuant to the terms of Section 12c. below. No claim for compensation shall be required in order for Attorney to be paid her stated monthly compensation.

All compensation shall be payable to Tri-City Legal, PLLC

In addition to receiving the above-stated compensation under paragraph 12.a., Attorney shall receive \$400.00 per day for each full day of trial and \$200.00 for each partial day of trial, not to include pre-trial motions or time waiting for disposition. A full day of trial is defined as actual trial proceedings going beyond 2 p.m. each day. "Trial" for purposes of this paragraph 12.b. only, shall be defined as actual proceedings related to a jury or bench trial in court, and on the record, including jury selection, all portions of the trial, and any special set sentencing proceeding. Trial shall not include any time awaiting a jury decision (even if Attorney is required to remain in or close by the courthouse) and also shall not include any time conferring with the Judge or any other persons off the record. In any case where Attorney has actually expended time or resources preparing for trial and, because of either a motion to dismiss by the prosecutor or the extension of a more favorable offer by the prosecution communicated on the day of trial, the need for trial is permanently eliminated, then Attorney shall nonetheless be entitled to a trial per diem in the amount of \$400.00 if the matter was scheduled for a jury trial or \$200.00 if the matter was scheduled for a bench trial. Attorney may seek compensation for trial per diem by submitting a claim for compensation utilizing the procedure set forth in paragraph 12.d. below. Any claims for trial per diem for matters where the trial was canceled permanently due to a better plea offer or motion to dismiss by the prosecutor on the day of trial shall include a statement that the Attorney did actually expend time or resources preparing for the trial and that the better plea offer or motion to dismiss was not fully anticipated at a time prior to the day of trial.

c. Attorney acknowledges and agrees that the above-stated compensation to Attorney under paragraphs 12.a. and 12.b. shall constitute Attorney's full and exclusive compensation hereunder for all cases handled by Attorney under this Agreement, and Attorney shall not be entitled to receive any other additional compensation for services performed under this Agreement.

d. No claim for compensation is necessary for Attorney to receive the monthly compensation due under Section 12a. herein. As a precondition to Attorney receiving payment of the additional compensation specified under paragraphs 12.b. above, or for the specific assignment types warranting additional compensation as listed in Section 12a., Attorney must submit a claim for compensation to the PDM that includes the necessary information specified in said paragraphs (exercising appropriate discretion to protect client confidentiality given that such claims are matters of public record unless sealed by the court at Attorney's request). Attorney's administrative time expended to prepare, submit, and process claims for compensation shall not be billable to the County. All claims for compensation shall be subject to the PDM's review and final approval for payment. Attorney shall submit claims for compensation to the PDM within sixty (60) days of Attorney becoming entitled to receive such compensation, and the County shall have the right to deny payment of any claim for compensation that is not timely submitted within said requisite sixty (60) day period.

e. If any submitted claim for compensation is disapproved by the PDM in whole or in part for any reason(s), the PDM shall promptly provide Attorney with written notice of such disapproval that specifically identifies and describes the reason(s) for disapproval ("Dispute Notice"). Upon Attorney's receipt of a Dispute Notice, Attorney must notify the PDM in writing within ten (10) business days thereafter if Attorney disputes, and desires to have the PDM reconsider, the Dispute Notice, and Attorney must include with that notice to the PDM any information and/or documentation that Attorney wants the PDM to review and consider as part of that reconsideration process (including, without limitation, full copies of any documents from the official court file relating to the particular case(s) addressed by the Dispute Notice, which court-filed documents the parties' hereby agree shall be conclusively presumed as being complete and accurate for purposes of addressing and resolving any contested Dispute Notice). If Attorney fails to duly respond to a Dispute Notice within said ten (10) day period, the contents of the Dispute Notice shall then become conclusively binding on Attorney and shall be used by the County to calculate and make any compensation payment to Attorney arising from the disapproved claim for compensation. If Attorney duly responds to a Dispute Notice within said ten (10) day period, and if the result of the above-referenced reconsideration process does not fully resolve the disputed issue(s) arising from the Dispute Notice, the parties may then proceed to address and resolve the disputed issue(s) pursuant to the provisions of paragraph 31 below.

f. Attorney shall notify the PDM about any case appointment for which Attorney has already been compensated but for which Attorney has lost eligibility for full case equivalent credit by virtue of a substitution of counsel or withdrawal by Attorney for any other reason before the omnibus hearing as provided in paragraph 8.(xi) above. Attorney shall provide such notice within thirty (30) days of such event (i.e., the substitution of counsel or withdrawal by Attorney resulting in lost eligibility for full case equivalent credit) and, if Attorney believes partial/fractional case equivalent credit is warranted under the provisions of above paragraph 8.(xi), Attorney shall include with such notice a written

claim for partial/fractional case equivalent credit to be potentially used and applied for purposes of reversing the previously-awarded full case equivalent credit and correspondingly reducing the compensation previously paid to Attorney based thereon. If Attorney fails to notify the PDM as required in this paragraph 12.f. within said thirty (30) day period, Attorney shall forfeit any eligibility for partial/fractional credit and shall receive no credit for the particular case appointment even if Attorney performed services for which partial/fractional case equivalent credit may have otherwise been awarded under paragraph 8.(xi).

g. The County shall have the right at any time (even after compensation has been paid to Attorney) to audit records pertaining to Attorney's case appointments under this Agreement, and if such audit determines that Attorney has lost eligibility to receive a full case equivalent credit for a particular case appointment by virtue of a substitution of counsel or withdrawal by Attorney for any other reason, the County shall then be entitled to immediately setoff and deduct any compensation amount(s) previously paid to Attorney for such case appointment, but for which Attorney is no longer eligible to receive, from any compensation amounts then due or thereafter becoming due to Attorney hereunder. Attorney's potential eligibility to receive partial credit for such cases shall be determined pursuant to above paragraphs 8.(xi) and 12.f.

h. To assist County in maintaining accurate caseload records, Attorney shall provide County with monthly caseload reports, containing an accurate listing of cases and other matters appointed during the month. These reports shall use the form and format prescribed by County, and are due on the 15th day of the following month. For example, the caseload report for February, 2019 is due by March 15, 2019. Failure to submit caseload reports shall constitute a breach of this contract and Attorney's compensation may be withheld until Attorney is in compliance.

i. County will compare submitted caseload reports with its internal records and note any discrepancies. If any are found and County cannot reasonable resolve it, then Attorney will be notified of such discrepancy by way of a Discrepancy Report. Thereafter, Attorney shall be responsible for providing records sufficient to prove Attorney's appointment to the case in question and entitlement for credit. If Attorney is unable to do so or does not do so within 10 business days of receiving a Discrepancy Report from the County, then Attorney may be regarded as having forfeited credit for the case in question.

13. **HOMICIDE/PERSISTENT OFFENDER CASES.** If Attorney wishes to be appointed to provide public defense services on Homicide and Persistent Offender cases, and is capable and certified to do so (under State court rules as well as local rules and Superior Court practices) then Attorney may be so appointed. For Homicide and Persistent Offender cases, Attorney shall be entitled to compensation in the amount of \$85 per hour, up to an initial maximum of \$10,000, billed in increments of 1/10 hours. Upon consultation, the Public Defense Manager may increase the maximum in whatever increments he sees fit, by issuing a Funding Authorization email through OPD's email-based funding authorization system.

14. **COSTS AND EXPENSES.**

a. Attorney acknowledges and agrees that Attorney shall not be entitled to claim or receive any reimbursement/payment from the County for any law practice-related

overhead costs or expenses incurred by Attorney during the course of rendering legal services under this Agreement (including, without limitation, costs and expenses associated with Attorney's office, office staff, office equipment/facilities, and/or other office or law practice-related resources).

b. The County recognizes, however, that in certain circumstances the need may arise for Attorney to incur certain types of expenses directly related to an indigent person's case such as private investigator fees, psychological or psychiatric evaluations, interpreter fees, scientific test fees, expert witness fees, and costs of out-of-area travel, meals and lodging.

(i) Attorney shall be entitled to receive reimbursement for the actual cost of such out-of-pocket expenditures or may arrange with the PDM for the service provider (e.g., private investigator, psychologist/psychiatrist, interpreter, testing lab, or expert witness) to be compensated directly by the County provided that, however, Attorney shall not incur any such expense (and shall not direct a service provider to incur any expenses), nor shall Attorney be entitled to be reimbursed or the service provider compensated for any such expense, unless such expense has been pre-approved by the PDM in writing pursuant to pre-approval process established by the PDM and promulgated by written policy. Such pre-authorization will 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 pre-authorization may nevertheless provide authorization for the expenditure but shall establish and set forth a maximum dollar expenditure amount. In regard to any reimbursement to Attorney for any PDM-approved expenditures and costs pertaining to case-related travel, meals, and lodging, any reimbursement to Attorney for such expenditures and costs shall not exceed the locally adjusted amounts that are established and published by the Federal General Services Administration.

(ii) In addition to any other prerequisites imposed by court rules, procedures, or standards, as a precondition to Attorney being eligible to be reimbursed or a service provider being eligible to be compensated for an expenditure under paragraph 14.b., either Attorney or the service provider shall be required to submit a claim for reimbursement/compensation to the PDM that identifies the specific expenditure(s) for which reimbursement is sought (exercising appropriate discretion to protect client confidentiality given that such claims are matters of public record unless sealed by the court at Attorney's request) and that has attached thereto a copy of the PDM's pre-authorization that specifically pre-approved and authorized such expenditure(s) (unless sealed by the court at Attorney's request) together with attached copies of all written payment receipts relating to such incurred expenditure(s) (unless sealed by the court at Attorney's request). Attorney's administrative time expended to prepare, submit, and process claims shall not be billable to the County. All payment vouchers and claims for reimbursement/compensation under this paragraph shall be subject to the PDM's review and final approval for payment. Attorney shall submit claims for reimbursement to the PDM within sixty (60) days of Attorney incurring the expense(s) for which reimbursement is sought, and the County shall have the right

to deny payment of any claim that is not timely submitted within said requisite sixty (60) day period.

15. **ADDITIONAL ASSISTANCE.** Reserved.

16. **INDEMNIFICATION AND HOLD HARMLESS.** Attorney agrees to and shall fully indemnify and hold fully harmless the County and its elected/appointed representatives, officers, employees, and agents from and for any and all losses, damages, costs, charges, claims, demands, suits, or actions of whatsoever nature directly or indirectly arising out of or by reason of Attorney's (or any person, employee, agent, contractor, or entity acting for or on behalf of Attorney or at Attorney's request or direction) acts, defaults, errors and/or omissions of whatsoever nature in the performance of legal services to any person under this Agreement. In the event any suit or any other type of legal proceeding is brought against the County or any of its elected/appointed representatives, officers, employees or agents at any time on account of or by reason of any such acts, defaults, errors and/or omissions, Attorney hereby covenants and agrees to assume the defense thereof (through counsel acceptable to the County) and to defend the same at Attorney's sole cost and expense and to pay any and all costs, charges, attorneys' fees, and other expenses as well as any and all judgments or awards that may be incurred by or entered against the County or any of its elected/appointed representatives, officers, employees or agents in such suits or other legal proceedings; provided that, however, the County shall, at all times, retain the full and exclusive right to control the terms and conditions of any type of settlement or other resolution of any such suit or legal proceeding. Without limiting the intended broad scope and application of the indemnification and hold harmless provisions of this paragraph, for purposes of this paragraph, Attorney waives, with respect to the County only, any immunity that would otherwise be available to Attorney under the Industrial Insurance Act provisions of Title 51 RCW or any other similar workers/employee disability or benefit law. The indemnification and hold harmless provisions of this paragraph shall survive the termination or expiration of this Agreement.

17. **INSURANCE.**

a. Attorney shall obtain and maintain, at Attorney's sole cost and expense, a policy of professional liability insurance in an amount of not less than \$1,000,000.00 per claim nor less than \$1,000,000.00 in the aggregate during the policy term and with a maximum deductible of not more than \$10,000.00.

(i) Said policy shall include coverage as an additional insured for any other person(s) or attorney(s) acting for or on behalf of Attorney in the performance of this Agreement; shall provide professional liability insurance coverage for any acts, errors and/or omissions by Attorney (and/or such additional insureds) during the course of performing legal services under this Agreement; shall require that the insurance company provide the County with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(ii) Attorney shall continuously maintain the professional liability insurance coverage required by this paragraph 17.a. throughout the entire term of this Agreement, throughout any other longer time period during which Attorney is

obligated to continue performing services and duties hereunder, and for a period of no less than thirty-six (36) consecutive months after Attorney has fully completed all services and duties required hereunder.

b. Attorney shall also obtain and maintain, at Attorney's sole cost and expense, a policy of Commercial General Liability insurance (including Endorsement Form CG2011 or direct equivalent insurance industry additional insured endorsement form and including Contractual Liability coverage) in the amount of not less than \$1,000,000.00 per occurrence nor less than \$2,000,000.00 in the aggregate during the policy term. Additionally, if Attorney is an employer, Attorney shall obtain and maintain, at Attorney's sole cost and expense, a policy of Statutory Workers Compensation and Employers Liability/Stop Gap insurance in the amount of not less than \$1,000,000.00.

(i) The policy of Commercial General Liability insurance shall be written on an occurrence basis; shall name the County, the Benton County Superior Court, and their elected/appointed representatives, officers, employees and agents as additional insureds; shall be primary coverage for both defense and indemnity and non-contributory with any insurance coverage maintained by the County; and shall provide for waiver of subrogation rights as to the County.

(ii) The insurance policies required by this paragraph 17.b shall require that the insurance company provide the County with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(iii) Attorney shall continuously maintain the insurance coverage required by this paragraph 17.b. throughout the entire term of this Agreement and throughout any other longer time period during which Attorney is obligated to continue performing services and duties hereunder.

c. Contemporaneously with Attorney's execution of this Agreement, Attorney shall provide the County with copies or certificates of the insurance policies and coverage (including any endorsements) required under this paragraph 17, and Attorney shall annually provide the County with the same type of documented proof and confirmation that such insurance policies and coverage continue to exist no later than thirty (30) days after the policies' annual renewal date(s).

18. **COMPLAINTS; PERFORMANCE MONITORING**. In the event that the PDM, another employee/representative of the County's Office of Public Defense, or the Benton County Superior Court receives an oral/written communication from a person represented by Attorney under this Agreement that in substance asserts an unresolved complaint about the legal services rendered to such person by Attorney and is not readily subject to resolution simply by facilitating communication between Attorney and client, a written, dated, and signed statement shall be obtained from the complainant describing and detailing the relevant facts and circumstances underlying and alleged in the complaint, copies of which shall be provided to the PDM.

a. Upon receiving such complaint, the PDM, without limitation to any other action the County may deem necessary/appropriate to pursue under this Agreement, shall

promptly forward a copy of the complaint to Attorney and request Attorney's written, dated, and signed response thereto (which Attorney shall prepare and provide to the PDM within five (5) business days). The PDM shall then review the complaint and Attorney's response thereto and take any action deemed necessary with Attorney and/or the represented person to address and resolve the complaint, and the disposition of the complaint shall be communicated to the represented person as soon as reasonably possible. The PDM may then follow-up with the Benton County Superior Court to confirm or advise that the complaint has been, or is in the process of being, addressed and disposed of. The foregoing procedure does not interfere with or otherwise impair the Benton County Superior Court's ability and/or duty to monitor the performance of attorneys appearing before the Court.

b. Additionally, during the term of this Agreement, in order to help ensure that indigent persons are consistently provided effective legal representation, and without limitation to any other means or methods of performance monitoring/evaluation the County may deem necessary/appropriate, Attorney acknowledges that the County and/or the PDM have the right to periodically ask, without limitation, the Benton County Superior Court and/or the Superior Court Administrator and/or other attorneys and/or persons previously represented by Attorney to provide the County with an evaluation/assessment of the quality and effectiveness of Attorney's performance of legal services and related duties and obligations under this Agreement, provided that such inquiry shall not be made of any person represented, absent a complaint from such person, during the course of representation.

19. **TERMINATION.**

a. In addition to any other automatic or discretionary termination provisions set forth in this Agreement, this Agreement shall automatically terminate in the event that Attorney is suspended/disbarred from the practice of law in Washington, effective without notice as of the date of suspension/disbarment. In such event, Attorney shall be liable up to \$5,000.00 for any additional costs or expenses incurred by the County and/or the Benton County Superior Court relating to the appointment of substitute legal counsel for any person(s) whom Attorney was appointed to represent hereunder; and the County shall be entitled and authorized to setoff and deduct any such additional costs or expenses from any unpaid compensation owing to Attorney hereunder.

Further, in the event that the Benton County Superior Court enters an order that prohibits or disqualifies Attorney from receiving any further appointments hereunder for any reason whatsoever, this Agreement shall automatically terminate without further notice as of the date such order is entered by the court. In the event that the court enters such an order because of unethical/unprofessional conduct by Attorney and/or because of Attorney's breach of this Agreement and the court determines at that time that the circumstances justify or require a substitution of appointed counsel for any person(s) whom Attorney was appointed to represent hereunder, Attorney shall be liable up to \$5,000.00 for any additional costs or expenses incurred by the County and/or the Benton County Superior Court relating to such substitute appointment(s); and the County shall be entitled and authorized to setoff and deduct any such additional costs or expenses from any unpaid compensation owing to Attorney hereunder.

b. In addition to the above-referenced automatic termination provisions, the County may elect to terminate this Agreement in the event Attorney fails for whatever reason to comply with any provision of this Agreement after giving Attorney ten (10) business days advance written notice to cure, which notice shall specify the reason(s) for the notice, the act(s) necessary to cure Attorney's failure(s), and the consequence if the failure(s) is/are not cured within said ten (10) day period (e.g., termination without further notice or potential termination upon further notice). The County's right to terminate this Agreement in such regard shall be in addition to any other rights and remedies available to the County.

c. In addition to the foregoing provisions regarding termination, either party may elect to terminate this Agreement with or without cause or reason by providing the other party with sixty (60) days advance written notice of such election. Attorney shall continue to receive case appointments during said sixty (60) day notice period and shall have continued responsibility for those appointed cases pursuant to paragraph 6 above. A sixty (60) day notice of termination given by either party under this paragraph 19.c. shall be fully and immediately effective when received by the recipient party pursuant to the provisions of below paragraph 32 (notwithstanding the inclusion of any contrary terms or language in the notice) without any need for formal or informal acceptance or any other response by the recipient party, and such notice may not thereafter be rescinded/revoked by the party giving such notice unless such rescission/revocation is expressly acknowledged and agreed to by the recipient party in writing in the recipient party's sole discretion.

d. In any event, regardless of the manner in which this Agreement is terminated, Attorney acknowledges and agrees that Attorney shall not be entitled to receive any further compensation from the County in the event this Agreement is terminated; provided that, Attorney shall be entitled to be paid for any unpaid compensation duly earned by Attorney under this Agreement up to the date of termination. Additionally, as required by paragraph 6 above, the termination of this Agreement, regardless of the manner of termination, shall not relieve Attorney from the obligation and duty to continue representing all persons whom Attorney was appointed to represent prior to the termination unless Attorney is expressly barred or prohibited from doing so by court order and/or the suspension/disbarment of Attorney from the practice of law in Washington.

e. If the County decides in its discretion to provide public defense representation in Benton County Superior Court through a County agency (such as an Office of Public Defense or similar entity) that would reduce or fully eliminate the need for continuing this Agreement with Attorney, the County will notify Attorney of the County's intentions in that regard as soon as reasonably practicable so that Attorney and the County can coordinate and pursue an appropriate transition. Upon receipt of such notice from the County, Attorney may apply to the County for available staff-attorney employment positions in such agency in accordance with the County's then-existing hiring and employment practices and policies; though Attorney understands and acknowledges that the hiring of Attorney to fill any such positions would not be automatic nor in any way guaranteed.

20. **INDEPENDENT CONTRACTOR.** Attorney fully understands, acknowledges, and agrees that Attorney shall not be an agent, representative, or employee of the County or the

Benton County Superior Court for any type of purpose or situation whatsoever (including, without limitation, for purposes of any type of wage, hours/overtime, workers/industrial insurance compensation, unemployment, fair labor, and/or employee benefit/leave laws, disability act coverage or rules, and/or regulations) and that Attorney, as of the date of this Agreement and throughout its entire term, is and will always be acting and operating as a fully independent contractor. In that regard, subject to Attorney's duties, responsibilities and obligations imposed under this Agreement, Attorney shall have sole and absolute discretion using Attorney's best professional legal judgment to determine the manner and means of providing the legal representation services required under this Agreement; and neither the County, the PDM, the Superior Court Administrator, nor the Benton County Superior Court shall have any authority or duty to directly control the actual performance of Attorney's professional services hereunder.

21. **NON-ASSIGNMENT AND TEMPORARY SUBSTITUTIONS.** Except as otherwise expressly provided in paragraphs 21.a-d. below, Attorney shall not allow or arrange for any other person to perform any of the services required by this Agreement, nor shall Attorney assign, subcontract out, or otherwise delegate any of Attorney's rights, responsibilities, or obligations under this Agreement.

a. Attorney and any of the other Benton County Criminal Defense Panel members may mutually agree to make temporary, substitute appearances for each other on routine docket matters and routine court hearings on an as-needed basis as approved by the court and by the person being represented (if that person has previously discussed the case with his/her appointed attorney). Any compensation or consideration (if any) to be paid or given by Attorney to the other Benton County Criminal Defense Panel members for such substitution(s) shall be a matter of direct negotiation and agreement between Attorney and said other panel members, and said other members shall not be entitled to receive any additional compensation from the County for such substitution(s).

b. In the event Attorney needs or desires to take up to a maximum of four (4) consecutive weeks (or such longer requested period of time as may be expressly pre-approved in writing by the PDM on a case-by-case basis, in his sole and absolute discretion) leave of absence from the practice of law and/or the requirements of representation under this Agreement during the term of this Agreement and is unable to obtain the assistance of the other Benton County Criminal Defense Panel members during such temporary absence, Attorney may seek and obtain the assistance of another Washington-licensed attorney to make temporary, substitute appearances for Attorney during such absence on routine docket matters and routine court hearings on an as-needed basis provided that Attorney and such other attorney jointly prepare, sign and file a written certification with the court (with a copy to be provided to the Superior Court Administrator and the PDM) in all such matters and hearings that expressly certifies that such other attorney has reviewed this Agreement and fully meets all criteria, qualifications, and requirements under this Agreement to render legal services to indigent persons and provided further that such temporary substitution is expressly authorized on the court record by the court and the particular person(s) being represented by Attorney who is/are affected by such substitution of legal counsel.

(i) Any compensation or consideration (if any) to be paid or given by Attorney to such other attorney for such substitution(s) shall be a matter of direct negotiation and agreement between Attorney and such other attorney, and such

other attorney shall not be entitled to receive any compensation from the County for such substitution(s).

(ii) Unless called to active military duty, Attorney shall be responsible to ensure that such other attorney fully complies with all terms and conditions of this Agreement during such temporary absence period (including, without limitation, the requirement to maintain the insurance coverage specified in paragraph 17 above), and Attorney shall be liable for any damages or losses sustained as a result of such other attorney's non-compliance with the terms and conditions of this Agreement.

c. In the event Attorney is called up for active military duty or for direct civilian support of active military operations, Attorney shall provide the PDM with written notice of such event within five (5) business days of Attorney being called up so that the PDM and Attorney can coordinate and arrange for an appropriate substitute attorney to handle Attorney's duties under this Agreement while Attorney is on military leave and any reasonable back-to-civilian-life transition time requested by Attorney upon return. Conditioned upon Attorney complying with said notice and cooperation requirements, Attorney shall be entitled to resume Attorney's contract duties hereunder upon written request to the PDM within a reasonable time after Attorney's return from active service, but Attorney shall receive no compensation under this Agreement while on leave or during any such transition time.

d. Attorney may sub-contract substantially all of the duties to be provided pursuant to this Agreement provided that all of the following conditions are met:

- (i) The proposed sub-contractor meets all the criteria set out in Section 3 of this Agreement; and
- (ii) County agrees to the selection of the sub-contractor in its sole and exclusive discretion; and
- (iii) Sub-contractor signs an acknowledgement and agreement to abide by all the terms and conditions of this Agreement (in such form as may be required by County); and

In the event that Attorney sub-contracts substantially all of the duties to be provided pursuant to this Agreement, Attorney agrees to continue to be professionally responsible for all of the work performed pursuant to this Agreement (even if the work is actually performed by the sub-contractor), and agrees that Attorney's obligations in Section 14. Indemnification and Hold Harmless, continue to apply to any work that is performed by a sub-contractor.

22. **VACANCY AND REPLACEMENT.** In the event this Agreement is terminated by either party prior to the expiration date specified in paragraph 1 above, the County may initiate, implement and pursue any actions or process deemed appropriate/necessary to seek, select, and contract with another qualified attorney to replace and succeed Attorney in representing indigent persons in Benton County Superior Court.

23. **OTHER APPOINTMENTS.** Attorney shall not enter into any contract/arrangement to perform criminal prosecution services in any court or jurisdiction. Subject to, and without limiting/waiving, Attorney's duties and obligations under this Agreement, Attorney may enter into a part-time contract/arrangement to receive public defense appointments in another court or

jurisdiction, provided that, and on the indispensable condition that, Attorney's duties and obligations under said part-time contract/arrangement will not conflict with or interfere with Attorney's ability to timely and effectively perform Attorney's duties and obligations under this Agreement. Consistent with Attorney's status as an independent contractor, Attorney shall have sole and personal professional responsibility for ensuring that Attorney's obligations on other contracts or arrangements to receive public defense appointments, when combined with this Agreement, are fully in compliance with Washington State Standards for Indigent Defense including, but not limited to, the caseload standards contained therein.

24. **TEMPORARY JUDICIAL SERVICE.** Subject to, and without limiting/waiving, Attorney's duties and obligations under this Agreement, Attorney may temporarily serve as a judge pro tem in any capacity and under any circumstances except on any criminal cases pending before the Benton County Superior Court, provided that, and on the indispensable condition that, it would not conflict with or interfere with Attorney's ability to timely and effectively perform Attorney's duties and obligations under this Agreement. Any potential exceptions to the foregoing limitation on Attorney serving as a judge pro tem would be strictly on a case-by-case basis and would be strictly subject to Attorney obtaining the PDM's prior express approval and authorization, which decision shall be decided on a case-by-case basis in the PDM's sole and absolute discretion.

25. **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.26.

26. **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.

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

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

29. **SEVERABILITY.** In the event that any one or more provisions contained in this Agreement shall, for whatever reason, be determined by arbitration 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.

30. **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.

31. **DISPUTE RESOLUTION.**

a. The parties hereby specifically waive, release, and irrevocably relinquish any and all right to file a court lawsuit of any type to address any claims or dispute between the parties involving the performance or interpretation of this Agreement or that in any other way relate to, or arise from, this Agreement, and regardless of whether money damages, equitable relief, or any other type of relief is being sought. Provided, however, if necessary due to a party's disregard of and failure to abide by the non-judicial Dispute Resolution provisions contained in this paragraph 31, the other party may pursue court action to seek and obtain an order compelling and enforcing such Dispute Resolution provisions, and as part of such action and court order, the court shall order the party not complying with the requirements of such Dispute Resolution provisions to pay the other party's incurred attorney fees and costs.

b. Accordingly, in furtherance of the parties' above-stated agreement to submit any and all claims and disputes to non-judicial resolution, in the event any type of dispute arises between the parties involving the performance or interpretation of this Agreement, or that in any other way relates to, or arises from, this Agreement, either party may then make written demand on the other party to submit the dispute to mediation through the assistance of an experienced mediator chosen by mutual agreement of the parties who must be a Washington-licensed attorney experienced in contract disputes. The mediation shall occur within thirty (30) days of the mediation demand, unless the parties mutually agree otherwise. The County shall pay one-half of the mediator's fees and expenses, and Attorney shall pay the other one-half of such fees and expenses.

c. In the event that mediation proves unsuccessful in resolving the dispute, the parties shall submit the dispute for resolution via binding arbitration pursuant to RCW Chapter 7.04A. A single arbitrator (who must be a Washington-licensed attorney experienced in contract disputes) shall be selected by agreement of the parties or, in the absence of agreement, each party shall select one (1) arbitrator (who must be a Washington-licensed attorney experienced in contract disputes) and those two (2) so selected arbitrators shall mutually select a third arbitrator (who must be a Washington-licensed attorney experienced in contract disputes). The County shall pay one-half of the fees and expenses of the arbitrator(s), and Attorney shall pay the other one-half of such fees and expenses. The provisions of RCW Chapter 7.04A and applicable Mandatory Arbitration Rules as adopted and implemented in Superior Court shall be binding as to procedure, except as to the right of appeal, which shall not be applicable. Within ten (10) business days after the unsuccessful mediation session, the arbitrator(s) shall be selected and designated, and the hearing shall be held within thirty (30) business days after designation of the arbitrator(s), unless the parties mutually agree otherwise. The arbitrator(s) shall render a written decision and award within ten (10) business days of such hearing. Without limitation, the arbitrator(s) may award damages, specific performance, and/or injunctive relief, and may register a judgment in Benton County Superior Court, including judgment by default. The most prevailing party shall be entitled

to recover such party's reasonable attorneys' fees, costs and expenses from the other party as a part of the arbitration decision and award. In the event of suit or action to enforce an arbitration award, venue shall lie exclusively in Benton County Superior Court, and the most prevailing party in such suit or action shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party.

32. **NOTICES.**

a. Any notices required or permitted to be given by Attorney to the County under this Agreement shall be in writing and shall be either personally delivered to the County's PDM at 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, Building A
Kennewick, WA 99336

OPDNotices@co.benton.wa.us

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

c. Any such notices under this Agreement shall be deemed to have been duly given, made, and received when either personally delivered to the notice recipient in the manner described above; when duly deposited in the U.S. mail addressed to the recipient in the manner described above; or when emailed to the recipient in the manner described above. A party may change the address(es) to which notices are to be sent by giving notice of such change of address(es) in conformity with the above provisions of this paragraph for the giving of notice.

33. **LEGAL COMPLIANCE.** Attorney agrees to and shall strictly follow and comply with any and all federal, state, local, and administrative laws, rules, and regulations applicable to Attorney's pursuit and performance of activities under this Agreement. Without limitation in that regard, Attorney shall timely and fully pay all applicable taxes, fees, licenses, and other payments required by law; and Attorney shall fully comply with any and all anti-discrimination laws and policies including, without limitation, the County's policy that no person will be subjected to discrimination by the County or their contractors based on race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation.

34. **PUBLIC DEFENSE MANAGER.** Attorney acknowledges that the County has employed the above-referenced PDM to coordinate, monitor, and evaluate the performances and compliance of independent contractor attorneys (like Attorney) under public defense agreements with the County. Attorney further acknowledges that the County has the right and discretion to direct the PDM to assume and fulfill various roles and functions under this Agreement. Though

the PDM will not have or attempt to exercise direct control over the manner and means in which Attorney provides legal services under this Agreement, Attorney agrees to reasonably cooperate with the PDM (and his designees), and to promptly comply with reasonable requests from the PDM (and/or his designees), to allow for the effective monitoring and evaluation of Attorney's performance under and in compliance with this Agreement.

33. **PERFORMANCE STANDARDS MONITORING.** The parties agree and acknowledge that the County, pursuant to its legal duty to provide effective and competent public defense representation, and needing a reasonable, effective and relatively objective way to gauge the effectiveness of contract public defenders, will, by and through its Office of Public Defense, monitor the effectiveness and competence of contract public defenders, including Attorney, by Performance Standards Monitoring ("Monitoring"). Attorney understands that her performance and eligibility for future contracts will be evaluated based on data collected through Monitoring and the County Office of Public Defense may, but is not obligated to, from time to time make known to Attorney any opportunities for improvement as observed through Monitoring efforts and/or issues that need to be addressed. Attorney further agrees to reasonably cooperate with County, its Office of Public Defense, and any staff from that office that are engaged in Monitoring efforts so that data collected through such efforts are accurate and timely. The actual Performance Standards to be monitored are contained in the Performance Standards Monitoring section, attached as Exhibit "A" to this Agreement, the acknowledgement of which, by Attorney's affirmative signature, is required to fully execute this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Agreement on the date set forth below.

BENTON COUNTY

ATTORNEY

Date _____

Date 9/8/2022

Chairman

DocuSigned by:

Eric Scott

Commissioner

A9BACF16D21D426... WSBA 48913

Not valid unless Performance Standards Monitoring Acknowledgment on following page is also signed.

Commissioner

Constituting the Board of County Commissioners for Benton County

Attest:

Clerk of the Board

Approved as to Form and Content

DocuSigned by:

Michael Vander Sys

3C4D65ED0BC4489...

Public Defense Manager

EXHIBIT A

PERFORMANCE STANDARDS MONITORING

Attorney acknowledges that County will be engaging in Performance Standards Monitoring as more fully described in Section 33 of this Agreement and that said Monitoring will comprise of the following:

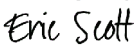
a. Metrics Monitoring will entail the collection of the following metrics specific to Attorney:

- Trials held and cases disposed of with favorable resolutions at trial readiness
- 3.5, 3.6 and other significant motions filed
- Motions filed under RCW 10.77 for competency evaluations
- Number of cases disposed of at trial readiness with dismissal or other comparable favorable result
- Number of cases where investigative services were requested
- Number of visits to incarcerated clients in Benton County Jail
- Number of client complaints

b. Court Observation Monitoring will also entail direct observation of Attorney's performance in court (including, but not limited to pre-trial dockets, motion dockets and trials) by Benton County Office of Public Defense Supervisory Staff to evaluate, among other things:

- Attorney's preparedness and readiness
- Attorney's interactions with clients
- Attorney's ability and willingness to advocate to the court on behalf of clients

Attorney acknowledgment:

DocuSigned by:

A9BACF16D21D426...

I understand and acknowledge that Benton County will utilize the Performance Standards Monitoring as set out in this Exhibit to my public defense contract to evaluate my effectiveness as a public defender and that contract decisions, such as renewals, extensions, caseload increases, or assignment to other public defense duties will be made with reference to the results of such Performance Standards Monitoring.

COMMISSIONERS' AGENDA ACTION SHEET

| | |
|--|---|
| Meeting Date: | September 20, 2022 |
| Subject: | Early termination of professional services agreement with Megan Whitmire |
| Presenter: | n/a |
| Prepared By: | Denise Gerry |
| Reviewed By: | Michael Vander Sys |
| PA Review, Approval to Form: | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i> |
| Type of Agenda Item: | Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i> |
| <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business | <input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract |

Summary / Background Information

Benton County currently contracts with attorney Megan Whitmire (“Attorney”) for public defense services in Benton County Superior Court (executed through Resolution #2022-430). The agreement provides that either party may terminate the agreement early, with or without cause, simply by written notice with a requisite notice period.

Attorney has provided such notice of early termination, by way of a written notice dated September 1, 2022 to accept the position of Benton County Superior Court Commissioner. The proposed resolution acknowledges this notice and sets September 16, 2022 as the final effective date of the early termination, pursuant to the provisions of the agreement.

Fiscal Impact

None

Recommendation

Recommend approving proposed resolution which acknowledges the early agreement termination notice tendered by attorney Megan Whitmire on September 1, 2022 and sets September 16, 2022 as the final effective date of the termination.

Suggested Motion

Approve with Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF ACKNOWLEDGING THE EARLY TERMINATION NOTICE OF ATTORNEY MEGAN WHITMIRE, AN ATTORNEY HOLDING A PROFESSIONAL SERVICES AGREEMENT IN BENTON COUNTY SUPERIOR COURT

WHEREAS, Benton County is obligated by law to provide indigent defense services in Benton County Superior Court; and

WHEREAS, attorney Megan Whitmire (“Attorney”) has been providing public defense services in Benton County Superior Court pursuant to a professional services agreement with Benton County; and

WHEREAS, the said professional services agreement provides for either party to provide notice of early contract termination; and

WHEREAS, Attorney has, in fact, provided notice of early agreement termination in a notice dated September 1, 2022 (attached as Exhibit “A”) to accept the position of Benton County Superior Court Commissioner; and

WHEREAS, pursuant to Attorney’s professional services agreement, the notice, as provided, will result in a final effective date of September 16, 2022; **NOW, THEREFORE**

BE IT RESOLVED that the Superior Court professional services agreement with attorney Megan Whitmire, executed by and through Resolution #2022-430, is hereby terminated at the request of Attorney, pursuant to Attorney’s Notice of Early Termination dated September 1, 2022 with a final effective termination date of September 16, 2022.

Dated this _____ day of _____ 20 _____

Chairman of the Board

Member

Member
Constituting the Board of Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Denise Gerry

From: Michael Vander Sys
Sent: Wednesday, September 7, 2022 1:25 PM
To: Denise Gerry
Subject: FW: [EXTERNAL] notice of departure

Thanks,

Michael Vander Sys
Public Defense Manager
Benton County Office of Public Defense
Michael.VanderSys@co.benton.wa.us
Office: 509-222-3700
Fax: 509-222-3717



This email, any attachments hereto, and all information contained and conveyed herein may contain and be deemed confidential, privileged, and/or work product information. If you have received this email in error, please delete and destroy all electronic, hard copy, and any other form immediately. It is illegal to intentionally intercept, endeavor to intercept, or procure any other person to intercept any wire, oral, or electronic communication.

From: MEGAN WHITMIRE <whitmirelaw@gmail.com>
Sent: Thursday, September 1, 2022 11:48 AM
To: Michael Vander Sys <Michael.VanderSys@co.benton.wa.us>
Subject: [EXTERNAL] notice of departure

EXTERNAL EMAIL WARNING!!!: This email originated from outside of Benton County. **DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.

Hi Mike,

I accepted a new position as court commissioner effective Monday Sept. 19th. Consequently, the last day I will be able to cover Ms. Bohnet's cases will be Friday September 16th. Please consider this email notice of my termination of the contract I had to cover Ms. Bohnet's cases effective Friday September 16th.

Megan Whitmire

Attorney at Law
1030 N. Center Parkway, Suite 111
Kennewick, WA 99336
Office: (509) 735-5059
Fax: (509) 222-2223

ATTORNEY WORK PRODUCT--DO NOT DISSEMINATE. CONFIDENTIALITY NOTICE:

This electronic mail transmission may contain legally privileged, confidential information. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking any action based on the contents of this electronic mail or its attachment(s) is strictly prohibited. If you received this in error, please contact the sender and delete or destroy all copies.

COMMISSIONERS' AGENDA ACTION SHEET

| | | |
|--|--|--|
| Meeting Date: | September 20, 2022 | |
| Subject: | Amendment of Resolution 2021-867 Grant Agreement GRT22032 to GRT22086 with Washington State OPD for "Blake Funds" | |
| Presenter: | N/A | |
| Prepared By: | Michael Vander Sys | |
| Reviewed By: | Denise Gerry | |
| PA Review, Approval to Form: | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i> | |
| Type of Agenda Item: | Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i> | |
| <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business | <input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document | <input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input checked="" type="checkbox"/> Execute Contract |

Summary / Background Information

The Supreme Court's decision in *State v. Blake*, declaring the crime of Unlawful Possession of a Controlled Substance to be unconstitutional, has resulted in the need for resentencing or vacation of conviction ("Post-Conviction Relief") in an extremely large volume of cases in Benton County.

To defray the costs of providing public defense services in such Post-Conviction Relief actions, State OPD has awarded to Benton County OPD a grant, Resolution 2021-867, numbered GRT22032, in the amount of \$224,000 ("Grant Funding"), to support such Post-Conviction Relief efforts, to be expended in 2021 and 2022.

The grant now needs to be amended to include the cost of obtaining court records necessary to perform the work required to be eligible for reimbursement for the grant.

In order to accept and utilize the Grant Funding, it is necessary for Benton County to execute the amendment of Resolution 2021-867 Grant Agreement numbered GRT22032, with the State Office of Public Defense.

Fiscal Impact

None. Grant funding (without matching requirement) in the amount of \$224,000 will remain.

Recommendation

Execute amendment of Resolution 2021-867 Grant Agreement GRT22032 to amended grant agreement GRT22086 with State OPD for "Blake funds".

Suggested Motion

Approve with consent agenda.

RESOLUTION
BENTON COUNTY RESOLUTION NO.

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN AMENDMENT TO RESOLUTION 2021-867 AGREEMENT GRT22032 TO AMENDED AGREEMENT GRT22086 WITH WASHINGTON STATE OFFICE OF PUBLIC DEFENSE IN ORDER TO RECEIVE AND EXPEND PUBLIC DEFENSE GRANT FUNDING FOR ADDRESSING CASES PURSUANT TO STATE V. BLAKE

WHEREAS, Benton County is obligated by law to provide indigent defense services in Benton County Courts; and

WHEREAS, as a result of the Supreme Court decision in *State v. Blake*, it has become necessary to take action to resentence or vacate convictions (“Post-Conviction Relief”) in an extremely large volume of past cases; and

WHEREAS, Washington State Office of Public Defense (“State OPD”) has awarded Benton County OPD a grant in the amount of \$224,000, over the 2021-2022 biennium, to provide partial funding toward the expenses of Post-Conviction Relief in cases pursuant to *State v. Blake*; and

WHEREAS, the agreement needs to be amended to include the cost of obtaining court records necessary to bring petitions and/or motions for vacating and resentencing; and

WHEREAS, it is therefore in the best interest of Benton County to execute the proposed amended grant funding agreement in order to receive and expend the grant funding to further the interests of public defense in Benton County as it relates to cases needing Post-Conviction Relief pursuant to *State v. Blake*; **NOW, THEREFORE**

BE IT RESOLVED that the grant funding agreement with State OPD, Resolution 2021-867 **Agreement No. GRT22032**, be amended to **Agreement No. GRT22086**, providing Benton County with grant revenue in the amount of \$224,000 to be used in the years 2021 and 2022 be executed as presented; and

BE IT FURTHER RESOLVED that the Public Defense Manager be authorized to sign the said agreement on behalf of the Board of Commissioners.

Dated this _____ day of _____ 20 _____

Chairman of the Board

Member

Member
Constituting the Board of Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

First Amendment to Agreement No. GRT22086 (formerly GRT22032)

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE

| | |
|---|--|
| <p>1. Recipient Benton County 7122 W. Okanogan Pl, Bldg A Kennewick, WA 99336</p> | <p>2. Recipient Representative Michael Vander Sys Public Defense Manager Benton County Office of Public Defense 7122 W. Okanogan Pl, Bldg A Kennewick, WA 99336</p> |
| <p>3. Office of Public Defense (OPD) 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957</p> | <p>4. OPD Representative Grace O'Connor Managing Attorney Office of Public Defense 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957</p> |
| <p>5. Distribution Amount \$224,000.00</p> | <p>6. Use Period July 1, 2021 through December 31, 2022</p> |
| <p>7. Amendment Purpose This Amendment services to modify the Recipient Representative from Eric Hsu to Michael Vander Sys, change the Agreement No. from GRT22032 to GRT22086 to reflect a change in OPD's contract management system, and to modify Section 4.b ("Use of Funds) to include the cost of obtaining court records necessary to bring petitions or motions for resentencing and/or vacate under <i>State v. Blake</i> on behalf of clients.</p> | |
| <p>The Office of Public Defense (OPD) and Recipient, as defined above, acknowledge and accept the changes described in section 7 of this Amendment. All other terms and conditions remain in full force and effect.</p> | |
| <p>FOR RECIPIENT</p> <p>_____</p> <p>Michael Vander Sys, Public Defense Manager</p> <p>_____</p> <p>Date</p> | <p>FOR OPD</p> <p>_____</p> <p>Larry Jefferson, Director</p> <p>_____</p> <p>Date</p> |

COMMISSIONERS' AGENDA ACTION SHEET

| | | |
|--|---|--|
| Meeting Date: | September 20, 2022 | |
| Subject: | Award of professional services agreement to Hayden Sebald for conflict/overflow cases | |
| Presenter: | N/A | |
| Prepared By: | Michael Vander Sys | |
| Reviewed By: | Denise Gerry | |
| PA Review, Approval to Form: | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i> | |
| Type of Agenda Item: | Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i> | |
| <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business | <input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion <input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance <input checked="" type="checkbox"/> Execute Contract | |

Summary / Background Information

Benton County is legally obligated to provide public defense services in Benton County Superior Court on conflict/overflow cases ("Services").

Because of caseload needs, OPD is needing to award one or more additional professional services agreements to provide Services.

Hayden Sebald ("Attorney") is qualified to provide Services and interested in contracting with Benton County to do so. The proposed agreement and resolution effectuate a contract with Attorney for the provision of such Services on the terms contained therein, for the period from 08/01/22 to 12/31/22 at the rate of \$700 per case.

Fiscal Impact

None beyond budgeted.

Recommendation

Execute professional services agreement with attorney Hayden Sebald for public defense services in Benton County Superior Court for conflict/overflow cases. Approve associated resolution as presented.

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 ATTORNEY HAYDEN SEBALD TO PROVIDE PUBLIC DEFENSE SERVICES IN BENTON COUNTY SUPERIOR COURT FOR CONFLICT/OVERFLOW CASES

WHEREAS, Benton County ("County") is obligated by law to provide indigent defense services in Benton County Superior Court for conflict/overflow cases ("Services"); and

WHEREAS, because of caseload needs, it is necessary for County to award a professional services agreement at this time to provide Services; and

WHEREAS, awarding professional services agreement for conflict/overflow cases ensures representation for cases above the caseload limits for currently contracted attorneys; and

WHEREAS, attorney Hayden Sebald is qualified to provide Services and interested in entering into an agreement with County for such Services; and

WHEREAS, a proposed professional services agreement with attorney Hayden Sebald for Services is presented for execution by the Board of Commissioners; **NOW, THEREFORE**

BE IT RESOLVED that the proposed professional services agreement with attorney Hayden Sebald, to provide public defense services in Benton County Superior Court for conflict/overflow cases, for the time period from 08/01/22 to 12/31/22 for compensation not to exceed \$700 per case, plus other allowable expenses, premiums, and fees as detailed, is hereby approved and executed on behalf of Benton County.

Dated this _____ day of _____ 20 _____

Chairman of the Board

Member

Member
Constituting the Board of Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE
LEGAL REPRESENTATION TO INDIGENT PERSONS IN
BENTON COUNTY SUPERIOR COURT
BCSC2022HJS001L**

| CONTRACT SUMMARY | | | |
|-------------------------|--------------------------------------|------------------------|----------------------------|
| Contract Type | Conflict & Overflow | | |
| Contract Number | BCSC2022HJS001L | Contract Holder | Hayden James Sebald |
| WSBA # | 57458 | Effective Dates | 08/01/2022 – 12/31/2022 |
| Caseload Cap | Up to 20 cases for period | Compensation | \$700 per case |

THIS AGREEMENT is entered into by and between **Hayden James Sebald**, attorney at law, dba Glatzer Law Office, Washington State Bar Association #57458 ("Attorney"), and **BENTON COUNTY, WASHINGTON**, a state of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court.

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

- A. The County has the legal responsibility to provide legal defense services to indigent persons charged with felony criminal offenses alleged to have been committed within the County's jurisdictional boundaries.
- B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with felony criminal offenses, and desires to contract with the County to provide legal services to indigent persons subject to felony criminal charges in Benton County Superior Court.
- C. While there is a regular panel of contract and staff public defense attorneys who routinely represent persons charged with felony criminal offenses in Benton County Superior Court, from time to time there is a need to assign cases to attorneys outside said regular panel because of conflict or overflow situations.
- D. Due to the unexpected departure of one contract public defender assigned to Benton County Superior Court, there is the need for additional attorneys to accept cases on an "overflow" basis.

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **August 1, 2022** and shall continue thereafter through and including **December 31, 2022**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

2. **ATTORNEY'S OFFICE LOCATION.**

a. Attorney presently and regularly maintains (or has access to) an office adequate and appropriate for the practice of law 1108 N Cleveland Street, Kennewick, WA 99336; Attorney's current local office telephone and fax numbers are 509-824-6774 and n/a, respectively; and Attorney's current office/work e-mail address is Hayden@glatzcorplaw.com.

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

c. Regardless of the location or manner in which Attorney decides to maintain an office, throughout the entire term of this Agreement the office facility must comply with any and all applicable public defense standards adopted by the Washington Supreme Court.

3. **ATTORNEY'S QUALIFICATIONS.** Attorney acknowledges and agrees that the County has an obligation to provide competent and effective legal counsel to indigent persons subject to proceedings in Benton County Superior Court. Attorney shall perform all services hereunder in strict accordance with the usual skills and professional ethical standards exercised by attorneys engaged in the defense of persons accused of felony crimes in the state of Washington and generally exercised by members of the Washington State Bar Association ("WSBA"). Without limitation in that regard, Attorney acknowledges and agrees that Attorney has a fundamental duty and responsibility to effectively promote and protect the best interests and rights of all persons whom Attorney is appointed to represent under this Agreement.

a. As of the date of this Agreement, Attorney represents and warrants that Attorney is unconditionally licensed to practice law within the state of Washington; has had at least one (1) year of direct trial experience in felony criminal defense or criminal prosecution matters; meets the minimum standards for Superior Court felony public defense (for Class B and Class C felonies) as adopted by the Washington State Supreme Court; has not been a party to a previous personal services agreement with any governmental entity or any other entity for the provision of public indigent defense services that was terminated due to Attorney's breach or other contractual non-compliance; has not been previously employed by any governmental entity or any other entity to provide indigent defense services and had such employment terminated due to any reason relating to Attorney's job performance; has not been censured, admonished, or otherwise formally disciplined for past conduct or behavior that would negatively reflect on Attorney's duty and ability to effectively and competently render legal services hereunder; has not been suspended or disbarred from the practice of law in any state or other jurisdiction at any time in the past; and does not have any bar association complaints filed and pending against him/her.

(i) This Agreement may be subject to review and potential termination pursuant to paragraph 19 below in the event that Attorney's license to practice law in Washington is revoked or otherwise limited or restricted; in the event that a court of competent jurisdiction formally determines and expressly finds that Attorney has rendered ineffective assistance of counsel to any person; in the event that Attorney is censured, admonished, or otherwise formally disciplined for conduct or behavior that negatively reflects on Attorney's duty and ability to effectively and competently render legal services hereunder; or in the event that Attorney is suspended or disbarred from the practice of law in any other state or jurisdiction.

(ii) Attorney shall notify the County within five (5) business days if any event specified in paragraph 3.a.(i) occurs or if any bar association complaint is filed against Attorney. Failure to do so shall constitute a substantial and incurable breach of this Agreement and shall subject this Agreement, at the election of the County, to immediate termination.

b. Attorney acknowledges and agrees that the County may conduct criminal history background check(s) on Attorney including any such recurring check as the County may deem appropriate, in its sole discretion, even at times after execution of this Agreement. Attorney acknowledges and agrees that this Agreement shall be deemed immediately and automatically terminated upon the County receiving a non-complying or otherwise unsatisfactory criminal history background check report.

c. Attorney represents, warrants, and certifies that Attorney has read and fully understands the requirements of RCW 13.40.570 (sexual misconduct by state employees, contractors) and all sex offense crimes included in RCW Chapter 9A.44. Attorney shall comply with any and all applicable legal and/or administrative requirements relating to the documentation/reporting of sexual misconduct.

d. During each calendar year of the term of this Agreement, Attorney shall obtain at least seven (7) hours of WSBA-qualified Continuing Legal Education ("CLE") credits in courses directly relating to Attorney's public defense practice under this Agreement. Attorney shall provide the PDM with written proof and confirmation that such CLE credits have been obtained no later than by December 31st of each calendar year. Additionally, during each calendar year during the term of this Agreement, in addition to participating in any specialized training-related activity specified in RCW 10.101.060(1)(a)(iii) or otherwise specifically required by other applicable law or court rule, Attorney shall attend at least one (1) public defense services-related training seminar sponsored and/or approved by the Washington Office of Public Defense ("OPD"), and any CLE credit earned by Attorney by attending such training seminar(s) may be applied towards the above-mentioned minimum seven (7) hours. The County may provide Attorney's name and address to the OPD for purposes of the OPD notifying Attorney of any such upcoming training seminars. Attorney shall provide the PDM with written proof and confirmation that such required training seminar has been attended by Attorney no later than by December 31st of each calendar year.

e. Attorney represents and warrants that, throughout the entire term of this Agreement, Attorney's private law practice caseload; Attorney's schedule; and Attorney's office resources, equipment, and support staff will allow Attorney to competently undertake and effectively perform all services required under this Agreement. Attorney

represents and warrants that Attorney's private law practice and schedule will not interfere with Attorney's ability to timely and effectively perform such services including, without limitation, Attorney's ability to prepare for and attend regularly scheduled trials and dockets or Attorney's ability to schedule and conduct face-to-face meetings with the persons Attorney is appointed to represent under this Agreement for purposes of discussing, preparing, and pursuing the most viable defense(s) and/or resolution available and keeping such persons reasonably apprised as to the status of their case.

f. Pursuant to RCW 10.101.050, no later than 15 calendar days after the end of each calendar year during the term of this Agreement, Attorney shall provide the PDM with a written report showing the total number and specific types of private practice cases (which for purposes of this Agreement shall include pro bono cases, retained-fee cases, and any cases handled by Attorney under any other professional/personal services agreement) in which Attorney provided legal services during the preceding year and the total number and specific types of appointed cases under this Agreement in which Attorney provided legal services during the preceding year.

Additionally, in the event that the public defense reporting requirements under RCW 10.101.050, other applicable statute or relevant case law are later amended/modified (or, in the case of case law, reasonably required as a best practice) Attorney shall correspondingly comply with any such amended/modified reporting requirements without added compensation upon written notice from the County to do so.

g. Attorney recognizes and acknowledges that Attorney is required by Washington Supreme Court Order to meet certain Supreme Court-adopted Standards for Indigent Defense ("Defense Standards") to provide quality representation to indigent criminal defendants, and to periodically file certain certifications attesting to Attorney's compliance with such Defense Standards. Attorney understands and acknowledges that Attorney's compliance with such Defense Standards and periodic certification filing requirements is a direct professional and ethical obligation between Attorney and any Court in which Attorney appears while performing services under this Agreement. Attorney further acknowledges and understands that, though Attorney's compliance with such Defense Standards and such periodic certification filing requirements is not an express term of this Agreement and therefore not subject to the County's monitoring or control, Attorney's noncompliance with such Defense Standards and/or such filing requirements would directly impair Attorney's ability to perform and fulfill Attorney's basic obligations under this Agreement. Accordingly, if the County is notified by any Court in which Attorney appears to perform services under this Agreement that Attorney has failed to comply with such Defense Standards or such periodic certification filing requirements, Attorney shall then be considered to be in substantive breach of this Agreement and this Agreement shall then become subject to potential termination under the provisions of paragraph 19.b. below.

h. Attorney understands and acknowledges that Attorney is solely and personally responsible to obtain and maintain all necessary state and local government business licenses and/or other approvals necessary to operate Attorney's private legal services business.

4. **OTHER INDIGENT DEFENSE ATTORNEYS.**

In addition to entering into this Agreement with Attorney, the County has entered into, or contemplates entering into, separate and independent professional services agreements with other licensed attorneys to primarily provide criminal defense services to persons accused of felony crimes in Benton County Superior Court. Attorney agrees to fully cooperate and coordinate with such other independent contractor attorneys, the Benton County Superior Court, the Superior Court Administrator, the PDM, and any attorneys hired and employed by the County ("Public Defenders") to provide criminal defense services to persons accused of felony crimes in Benton County Superior Court, to establish a process to effectuate the efficient and equitable distribution of case appointments between Attorney, said other independent contractor attorneys, and said Public Defenders (collectively the "Benton County Superior Court Criminal Defense Panel"). The Superior Court Administrator and/or the PDM shall have the inherent discretion and authority to monitor and control (and reasonably modify/change) such process.

5. **CASE APPOINTMENTS.** During the term of this Agreement, Attorney agrees to and shall accept appointments to represent indigent persons (regardless of their race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation) on any matter in Benton County Superior Court in which publicly provided counsel is furnished or required by law. More specifically, Attorney shall accept court appointments to represent indigent persons on any of the following types of matters:

- Any felony matter filed or otherwise pending under the applicable Washington criminal statutes and/or under any other applicable Washington law in Benton County Superior Court. *Provided, however, that Attorney shall not be assigned any cases that are classified as Class A felonies, without Attorney's prior written consent.*
- Any post-disposition probation violation, revocation, modification, and/or contempt-of-court proceeding relating to any underlying criminal case.
- Any misdemeanor or gross misdemeanor filed directly in Benton County Superior Court, whether as a part of another separate case or filed independently.
- Any material witness matter relating to a felony case or matter filed in Benton County Superior Court.
- Any case or matter returned to Benton County Superior Court from any higher court.
- Any other type of Benton County Superior Court case or matter in which another Benton County Superior Court Criminal Defense Panel member and/or any other attorney who is under a professional services agreement to provide legal representation in Benton County Superior Court is unable to handle due to a conflict of interest.
- Any case or matter transferred from the Juvenile Court through declination or other court proceedings.

- Any civil contempt of court proceeding, not including non-contempt matters such as non-criminal custody or paternity matters.
- Any case or matter initially filed in Benton County District Court but then transferred to Benton County Superior Court, including those cases in which the felony charge later is reduced to a non-felony charge.
- Any case or matter for which post-conviction representation is mandated by law including, but not limited to, sentence reviews and requests for furloughs (only as appointed by the Superior Court).

6. **CONTINUED REPRESENTATION.**

Attorney has a duty to timely and fully complete all cases appointed to Attorney under this Agreement. "Timely and fully complete" means, for each case, continuing to represent the defendant up to and including the time of final disposition of their case whether by way of conviction, dismissal of all charges (as a result of a finding of not guilty or as a result of an empanelled jury being unable to reach a verdict), or a change of plea and entering of a sentencing. Provided, however, that if a case, where the empaneled jury is unable to reach a verdict, is re-tried, Attorney shall only be entitled to the trial per diem, if applicable, for the re-trial, and not for any additional case credit. Provided further, however, if restitution is not agreed upon at time of sentencing and a separate restitution hearing is necessary, then Attorney shall represent the defendant at such restitution hearing in order to have "timely and fully completed" the case. In cases where a defendant is placed on a deferred prosecution or stipulated order of continuance program, then Attorney shall be responsible for providing legal representation to such a defendant in the event the defendant is accused of a violation of the terms of such a program and is ordered to show cause why their participation in such a program should not be terminated. The determination of case credit entitlement at such subsequent representation shall be governed by the provisions of Article 8 herein.

Attorney acknowledges that she is being paid a flat fee for each case assigned to her, at the outset of the case, and that said fee is intended to compensate her for all of the work done on the case (with the exception of the trial per diem payable if a case is tried to a jury or to the bench). Therefore, Attorney shall be responsible for fully completing cases assigned by and through this Agreement, even after the expiration of this Agreement pursuant to its terms and shall not be entitled to any further compensation for such continued representation after the expiration of this Agreement with the exception of trial per diems or allowable reimbursements for out-of-pocket expenses. Provided, however, that if a case is assigned to Attorney pursuant to this Agreement and, during the pendency of the case, the defendant fails to appear for schedule court appearances and therefore is on warrant status for a period of six months or more, then Attorney may request that the case be reassigned and, if the Superior Court allows the reassignment, then it shall be reassigned and Attorney shall, thereafter, have no further obligations on said case pursuant to this Agreement.

7. **NUMBER OF APPOINTMENTS.** During the effective term of this Agreement, Attorney may be appointed **up to 20 cases.**

8. **CASE EQUIVALENTS.** Reserved.

9. **CLIENT ELIGIBILITY.** The Benton County Superior Court (or its designee), consistent with applicable laws, rules and standards, shall determine the eligibility of any particular person for representation by Attorney under this Agreement. Attorney is under no obligation to determine a person's eligibility or continuing eligibility to receive publicly provided representation. If Attorney is appointed to represent a person and subsequently discovers that that the client's circumstances have changed such that the client is no longer entitled to court appointed counsel, or that the client may have obtained appointed counsel initially by fraud, misrepresentation or omission, assuming that clear standards for financial eligibility have been communicated to the client by the court, then pursuant to RPC 4.1(b) Attorney should, unless prohibited by another Rule of Professional Conduct, advise the court of the circumstances. If the Benton County Superior Court (or its designee) then determines that such person is not eligible for publicly-provided representation, the appointment of Attorney to represent such person shall be rescinded and such person shall be required to retain his/her own legal counsel. Attorney shall not thereafter represent such person in such matter on a retained-fee basis unless such person applies for and receives the Benton County Superior Court's permission allowing such representation. Nothing contained herein shall prevent Attorney from representing a person on a retained-fee basis in an action in which Attorney has not been appointed by the Benton County Superior Court to represent such person, or from representing a person on a retained-fee basis whom Attorney has been appointed by the Benton County Superior Court to represent provided that the matter(s) involving the retained representation are wholly independent and unrelated to the matter for which Attorney was appointed.

10. **CONFLICTS.** Notwithstanding any other terms or provisions contained in this Agreement to the contrary, Attorney shall not be required to accept, and Attorney shall decline to accept, an appointment under this Agreement if the particular appointment would create a true and bona fide conflict of interest for Attorney or would otherwise cause or constitute an actual violation of any generally recognized ethical or professional standards common and applicable to attorneys in the state of Washington. Furthermore, in the event a true and bona fide conflict of interest arises subsequent to Attorney receiving an appointment under this Agreement (or in the event Attorney's continued involvement in a pending case would cause or constitute an actual violation of any such ethical or professional standards), Attorney shall immediately make the Benton County Superior Court aware of such development for purposes of the Court taking action to appoint another attorney to assume and undertake legal representation in such case.

11. **SCOPE OF REPRESENTATION; FILE RETENTION; CONVICTION OF CRIMINAL OFFENSE.** Attorney agrees to and shall represent all persons whom Attorney is appointed to represent hereunder with the same skill and commitment as Attorney exercises and expends when representing persons on a private and/or retained-fee basis. Without limitation in that regard, such representation should include the investigation of the underlying facts, the research of all relevant law, interviewing of potential witnesses, retention and use of investigators and/or experts when warranted and necessary, appropriate communication with the client, review of potential plea alternatives, review of potential collateral consequences associated with a plea/conviction (e.g., potential immigration or civil commitment consequences), and the preparation for and appearance on behalf of the client in all stages of Superior Court proceedings including, without limitation, arraignments, pre-trial hearings, motions, trials, sentencing/disposition proceedings, contempt proceedings, appeals (limited to the preparation and filing of any and all pleadings necessary and appropriate to perfect any appeal or statutory writ to a higher court, including the appointment of publicly-provided counsel, if and when applicable), and post-conviction reviews.

a. Without limiting Attorney's obligation to initially meet with an indigent person to discuss his/her case as soon as reasonably possible following Attorney's appointment to the case, when Attorney is appointed to an "in custody" case (i.e., a case in which the person is confined/incarcerated), Attorney should use best efforts to meet face-to-face with such person within three (3) business days of Attorney receiving the appointment (unless the circumstances of a particular case reasonably require that Attorney make earlier initial contact with the person), otherwise, as soon thereafter as is reasonably feasible.

b. Additionally, throughout Attorney's representation of any person under this Agreement, Attorney shall maintain reasonably appropriate contact/communications with the person so as to keep him/her fully apprised as to the status of his/her case (with the specific manner and frequency of such contact/communications left entirely to Attorney's professional judgment); and Attorney should use best efforts to apprise the person of any new development in his/her case within three (3) business days of Attorney learning of such development (unless the circumstances of a particular case reasonably require that Attorney make earlier contact with the person), otherwise, as soon thereafter as is reasonably feasible. Without limiting any of the foregoing provisions of this paragraph, with regard to any court hearing involving a represented person, Attorney should contact such person (preferably in person or at least via telephone) to discuss his/her case and the purpose of the hearing no later than one (1) business day prior to the hearing date.

c. Attorney shall compile and maintain appropriate case records for each person whom Attorney is appointed to represent hereunder. Attorney shall retain such case records in their entirety (or a complete and legible copy thereof, to include electronic file storage) for a period of no less than seven (7) years from the date on which the case or matter is fully and finally concluded or for any other time period specified under applicable court rule or statute, whichever date/event occurs last.

d. Upon Attorney pleading guilty or being convicted of any of the following-described offenses, Attorney shall notify the PDM of such plea/conviction within seven (7) calendar days thereafter, and Attorney's failure to timely report within such timeframe shall constitute a substantial and incurable breach of this Agreement and result in the immediate and automatic termination of this Agreement. Even if County is timely notified, County may elect, at its sole discretion, to terminate this Agreement and if it elects to do so, may do so with ten (10) days written notice to Attorney:

- (i) Any felony offense as defined in RCW 9.94A.030 and RCW 9A.44.130 or misdemeanor sex offense under the laws of the State of Washington, any other State, or Federal law.
- (ii) Any crime specified in RCW Chapter 9A.44 when the victim was a juvenile in the custody of, or under the jurisdiction of, the Juvenile Rehabilitation Administration, Washington Department of Social and Health Services; and/or
- (iii) Any violent offense as defined in RCW 9.94A.030 or its equivalent in any other State or Federal Statute
- (iv) Any crime of dishonesty or deception.

12. **COMPENSATION.**

a. Attorney shall be compensated in the amount of **\$700 for appointment.** Attorney is eligible to receive compensation for any given case upon conflict check and filing of a Claim for Compensation.

b. In addition to receiving the above-stated compensation under paragraph 12.a., Attorney shall receive \$400.00 per day for each full day of trial and \$200.00 for each partial day of trial, not to include pre-trial motions or time waiting for disposition. A full day of trial is defined as actual trial proceedings going beyond 2 p.m. each day. "Trial" for purposes of this paragraph 12.b. only, shall be defined as actual proceedings related to a jury or bench trial in court, and on the record, including jury selection, all portions of the trial, and any special set sentencing proceeding. Trial shall not include any time awaiting a jury decision (even if Attorney is required to remain in or close by the courthouse) and also shall not include any time conferring with the Judge or any other persons off the record. In any case where Attorney has actually expended time or resources preparing for trial and, because of either a motion to dismiss by the prosecutor or the extension of a more favorable offer by the prosecution communicated on the day of trial, the need for trial is permanently eliminated, then Attorney shall nonetheless be entitled to a trial per diem in the amount of \$400.00 if the matter was scheduled for a jury trial or \$200.00 if the matter was scheduled for a bench trial. Attorney may seek compensation for trial per diem by submitting a claim for compensation utilizing the procedure set forth in paragraph 12.e. below. Any claims for trial per diem for matters where the trial was canceled permanently due to a better plea offer or motion to dismiss by the prosecutor on the day of trial shall include a statement that the Attorney did actually expend time or resources preparing for the trial and that the better plea offer or motion to dismiss was not fully anticipated at a time prior to the day of trial.

c. Attorney may accept assignments to arraignment dockets, at the discretion of the PDM, and is eligible for compensation at the rate of \$175 per docket. In the event the predetermined compensation for arraignment dockets increases, Attorney may be eligible to receive the increased amount. Any claim for compensation must subscribe to the procedure outlined in paragraph 12.e.

d. Attorney acknowledges and agrees that the above-stated compensation to Attorney under paragraphs 12.a. and 12.b. shall constitute Attorney's full and exclusive compensation hereunder for all cases handled by Attorney under this Agreement, and Attorney shall not be entitled to receive any other additional compensation for services performed under this Agreement.

e. As a precondition to Attorney receiving payment of the compensation specified under paragraphs 12.a. and/or 12.b. above, Attorney must submit a claim for compensation to the PDM that includes the necessary information specified in said paragraphs (exercising appropriate discretion to protect client confidentiality given that such claims are matters of public record unless sealed by the court at Attorney's request). Attorney's administrative time expended to prepare, submit, and process claims for compensation shall not be billable to the County. All claims for compensation shall be subject to the PDM's review and final approval for payment. Attorney shall submit claims for compensation to the PDM within sixty (60) days of Attorney becoming entitled to

receive such compensation, and the County shall have the right to deny payment of any claim for compensation that is not timely submitted within said requisite sixty (60) day period.

f. If any submitted claim for compensation is disapproved by the PDM in whole or in part for any reason(s), the PDM shall promptly provide Attorney with written notice of such disapproval that specifically identifies and describes the reason(s) for disapproval ("Dispute Notice"). Upon Attorney's receipt of a Dispute Notice, Attorney must notify the PDM in writing within ten (10) business days thereafter if Attorney disputes, and desires to have the PDM reconsider, the Dispute Notice, and Attorney must include with that notice to the PDM any information and/or documentation that Attorney wants the PDM to review and consider as part of that reconsideration process (including, without limitation, full copies of any documents from the official court file relating to the particular case(s) addressed by the Dispute Notice, which court-filed documents the parties' hereby agree shall be conclusively presumed as being complete and accurate for purposes of addressing and resolving any contested Dispute Notice). If Attorney fails to duly respond to a Dispute Notice within said ten (10) day period, the contents of the Dispute Notice shall then become conclusively binding on Attorney and shall be used by the County to calculate and make any compensation payment to Attorney arising from the disapproved claim for compensation. If Attorney duly responds to a Dispute Notice within said ten (10) day period, and if the result of the above-referenced reconsideration process does not fully resolve the disputed issue(s) arising from the Dispute Notice, the parties may then proceed to address and resolve the disputed issue(s) pursuant to the provisions of paragraph 31 below.

g. Attorney shall notify the PDM about any case appointment for which Attorney has already been compensated but for which Attorney has lost eligibility for full case equivalent credit by virtue of a substitution of counsel or withdrawal by Attorney for any other reason before the omnibus hearing as provided in paragraph 8.(xi) above. Attorney shall provide such notice within thirty (30) days of such event (i.e., the substitution of counsel or withdrawal by Attorney resulting in lost eligibility for full case equivalent credit) and, if Attorney believes partial/fractional case equivalent credit is warranted under the provisions of above paragraph 8.(xi), Attorney shall include with such notice a written claim for partial/fractional case equivalent credit to be potentially used and applied for purposes of reversing the previously-awarded full case equivalent credit and correspondingly reducing the compensation previously paid to Attorney based thereon. If Attorney fails to notify the PDM as required in this paragraph 12.f. within said thirty (30) day period, Attorney shall forfeit any eligibility for partial/fractional credit and shall receive no credit for the particular case appointment even if Attorney performed services for which partial/fractional case equivalent credit may have otherwise been awarded under paragraph 8.(xi).

h. The County shall have the right at any time (even after compensation has been paid to Attorney) to audit records pertaining to Attorney's case appointments under this Agreement, and if such audit determines that Attorney has lost eligibility to receive a full case equivalent credit for a particular case appointment by virtue of a substitution of counsel or withdrawal by Attorney for any other reason, the County shall then be entitled to immediately setoff and deduct any compensation amount(s) previously paid to Attorney for such case appointment, but for which Attorney is no longer eligible to receive, from any compensation amounts then due or thereafter becoming due to Attorney hereunder.

Attorney's potential eligibility to receive partial credit for such cases shall be determined pursuant to above paragraphs 8.(xi) and 12.f.

i. If requested by Attorney, compensation may be made to him by and through his law firm, Glatzer Law Office, provided that appropriate steps are taken to properly set up said law firm as a vendor with Benton County including providing a current, signed W-9 and completing any other documentation required. However, even if compensation is paid to attorney's law firm, Attorney acknowledges and recognizes that this is a professional services agreement for which he is personally and professionally responsible.

13. **HOMICIDE/PERSISTENT OFFENDER CASES.** Reserved.

14. **COSTS AND EXPENSES.**

a. Attorney acknowledges and agrees that Attorney shall not be entitled to claim or receive any reimbursement/payment from the County for any law practice-related overhead costs or expenses incurred by Attorney during the course of rendering legal services under this Agreement (including, without limitation, costs and expenses associated with Attorney's office, office staff, office equipment/facilities, and/or other office or law practice-related resources).

b. The County recognizes, however, that in certain circumstances the need may arise for Attorney to incur certain types of expenses directly related to an indigent person's case such as private investigator fees, psychological or psychiatric evaluations, interpreter fees, scientific test fees, expert witness fees, and costs of out-of-area travel, meals and lodging.

(i) Attorney shall be entitled to receive reimbursement for the actual cost of such out-of-pocket expenditures or may arrange with the PDM for the service provider (e.g., private investigator, psychologist/psychiatrist, interpreter, testing lab, or expert witness) to be compensated directly by the County provided that, however, Attorney shall not incur any such expense (and shall not direct a service provider to incur any expenses), nor shall Attorney be entitled to be reimbursed or the service provider compensated for any such expense, unless such expense has been pre-approved by the PDM in writing pursuant to pre-approval process established by the PDM and promulgated by written policy. Such pre-authorization will 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 pre-authorization may nevertheless provide authorization for the expenditure but shall establish and set forth a maximum dollar expenditure amount. In regard to any reimbursement to Attorney for any PDM-approved expenditures and costs pertaining to case-related travel, meals, and lodging, any reimbursement to Attorney for such expenditures and costs shall not exceed the locally adjusted amounts that are established and published by the Federal General Services Administration.

(ii) In addition to any other prerequisites imposed by court rules, procedures, or standards, as a precondition to Attorney being eligible to be

reimbursed or a service provider being eligible to be compensated for an expenditure under paragraph 14.b., either Attorney or the service provider shall be required to submit a claim for reimbursement/compensation to the PDM that identifies the specific expenditure(s) for which reimbursement is sought (exercising appropriate discretion to protect client confidentiality given that such claims are matters of public record unless sealed by the court at Attorney's request) and that has attached thereto a copy of the PDM's pre-authorization that specifically pre-approved and authorized such expenditure(s) (unless sealed by the court at Attorney's request) together with attached copies of all written payment receipts relating to such incurred expenditure(s) (unless sealed by the court at Attorney's request). Attorney's administrative time expended to prepare, submit, and process claims shall not be billable to the County. All payment vouchers and claims for reimbursement/compensation under this paragraph shall be subject to the PDM's review and final approval for payment. Attorney shall submit claims for reimbursement to the PDM within sixty (60) days of Attorney incurring the expense(s) for which reimbursement is sought, and the County shall have the right to deny payment of any claim that is not timely submitted within said requisite sixty (60) day period.

15. **ADDITIONAL ASSISTANCE.** Attorney may from time-to-time be appointed to handle certain Class-A or other serious or complex felony matters hereunder in Benton County Superior Court that may require an extraordinarily excessive amount of Attorney's time and/or responsibility. If Attorney is appointed to handle such a matter, Attorney may request that the PDM appoint one of the other Benton County Criminal Defense Panel attorneys to assist Attorney in such matter, with the other attorney (unless prevented by a conflict of interest) being appointed to assist Attorney in the same manner as any other indigent defense appointment. The decision about whether or not to appoint an additional Attorney for assistance shall be made in the sole and absolute discretion of the PDM. The parties intend that the provisions of this paragraph may be pursued and utilized only under extraordinary and exceptional circumstances when the appointment of another attorney is actually necessary to prevent Attorney from performing an inordinately greater amount of work or accepting an inordinately greater amount of responsibility than the other members of the Benton County Criminal Defense Panel. Notwithstanding the foregoing provisions of this paragraph, however, if the Benton County Superior Court determines in any particular matter that the appointment of another attorney to assist Attorney requires the appointment of a non-panel member attorney because of the nature and complexity of the particular matter, the County recognizes that the Court would have the ultimate and inherent discretion and power to do so.

16. **INDEMNIFICATION AND HOLD HARMLESS.** Attorney agrees to and shall fully indemnify and hold fully harmless the County and its elected/appointed representatives, officers, employees, and agents from and for any and all losses, damages, costs, charges, claims, demands, suits, or actions of whatsoever nature directly or indirectly arising out of or by reason of Attorney's (or any person, employee, agent, contractor, or entity acting for or on behalf of Attorney or at Attorney's request or direction) acts, defaults, errors and/or omissions of whatsoever nature in the performance of legal services to any person under this Agreement. In the event any suit or any other type of legal proceeding is brought against the County or any of its elected/appointed representatives, officers, employees or agents at any time on account of or by reason of any such acts, defaults, errors and/or omissions, Attorney hereby covenants and agrees to assume the defense thereof (through counsel acceptable to the County) and to defend the same at Attorney's sole cost and expense and to pay any and all costs, charges, attorneys'

fees, and other expenses as well as any and all judgments or awards that may be incurred by or entered against the County or any of its elected/appointed representatives, officers, employees or agents in such suits or other legal proceedings; provided that, however, the County shall, at all times, retain the full and exclusive right to control the terms and conditions of any type of settlement or other resolution of any such suit or legal proceeding. Without limiting the intended broad scope and application of the indemnification and hold harmless provisions of this paragraph, for purposes of this paragraph, Attorney waives, with respect to the County only, any immunity that would otherwise be available to Attorney under the Industrial Insurance Act provisions of Title 51 RCW or any other similar workers/employee disability or benefit law. The indemnification and hold harmless provisions of this paragraph shall survive the termination or expiration of this Agreement.

17. **INSURANCE.**

a. Attorney shall obtain and maintain, at Attorney's sole cost and expense, a policy of professional liability insurance in an amount of not less than \$1,000,000.00 per claim nor less than \$1,000,000.00 in the aggregate during the policy term and with a maximum deductible of not more than \$10,000.00.

(i) Said policy shall include coverage as an additional insured for any other person(s) or attorney(s) acting for or on behalf of Attorney in the performance of this Agreement; shall provide professional liability insurance coverage for any acts, errors and/or omissions by Attorney (and/or such additional insureds) during the course of performing legal services under this Agreement; shall require that the insurance company provide the County with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(ii) Attorney shall continuously maintain the professional liability insurance coverage required by this paragraph 17.a. throughout the entire term of this Agreement, throughout any other longer time period during which Attorney is obligated to continue performing services and duties hereunder, and for a period of no less than thirty-six (36) consecutive months after Attorney has fully completed all services and duties required hereunder.

b. Attorney shall also obtain and maintain, at Attorney's sole cost and expense, a policy of Commercial General Liability insurance (including Endorsement Form CG2011 or direct equivalent insurance industry additional insured endorsement form and including Contractual Liability coverage) in the amount of not less than \$1,000,000.00 per occurrence nor less than \$2,000,000.00 in the aggregate during the policy term. Additionally, if Attorney is an employer, Attorney shall obtain and maintain, at Attorney's sole cost and expense, a policy of Statutory Workers Compensation and Employers Liability/Stop Gap insurance in the amount of not less than \$1,000,000.00.

(i) The policy of Commercial General Liability insurance shall be written on an occurrence basis; shall name the County, the Benton County Superior Court, and their elected/appointed representatives, officers, employees and agents as additional insureds; shall be primary coverage for both defense and

indemnity and non-contributory with any insurance coverage maintained by the County; and shall provide for waiver of subrogation rights as to the County.

(ii) The insurance policies required by this paragraph 17.b shall require that the insurance company provide the County with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(iii) Attorney shall continuously maintain the insurance coverage required by this paragraph 17.b. throughout the entire term of this Agreement and throughout any other longer time period during which Attorney is obligated to continue performing services and duties hereunder.

c. Contemporaneously with Attorney's execution of this Agreement, Attorney shall provide the County with copies or certificates of the insurance policies and coverage (including any endorsements) required under this paragraph 17, and Attorney shall annually provide the County with the same type of documented proof and confirmation that such insurance policies and coverage continue to exist no later than thirty (30) days after the policies' annual renewal date(s).

18. **COMPLAINTS; PERFORMANCE MONITORING.** In the event that the PDM, another employee/representative of the County's Office of Public Defense, or the Benton County Superior Court receives an oral/written communication from a person represented by Attorney under this Agreement that in substance asserts an unresolved complaint about the legal services rendered to such person by Attorney and is not readily subject to resolution simply by facilitating communication between Attorney and client, a written, dated, and signed statement shall be obtained from the complainant describing and detailing the relevant facts and circumstances underlying and alleged in the complaint, copies of which shall be provided to the PDM.

a. Upon receiving such complaint, the PDM, without limitation to any other action the County may deem necessary/appropriate to pursue under this Agreement, shall promptly forward a copy of the complaint to Attorney and request Attorney's written, dated, and signed response thereto (which Attorney shall prepare and provide to the PDM within five (5) business days). The PDM shall then review the complaint and Attorney's response thereto and take any action deemed necessary with Attorney and/or the represented person to address and resolve the complaint, and the disposition of the complaint shall be communicated to the represented person as soon as reasonably possible. The PDM may then follow-up with the Benton County Superior Court to confirm or advise that the complaint has been, or is in the process of being, addressed and disposed of. The foregoing procedure does not interfere with or otherwise impair the Benton County Superior Court's ability and/or duty to monitor the performance of attorneys appearing before the Court.

b. Additionally, during the term of this Agreement, in order to help ensure that indigent persons are consistently provided effective legal representation, and without limitation to any other means or methods of performance monitoring/evaluation the County may deem necessary/appropriate, Attorney acknowledges that the County and/or the PDM have the right to periodically ask, without limitation, the Benton County Superior

Court and/or the Superior Court Administrator and/or other attorneys and/or persons previously represented by Attorney to provide the County with an evaluation/assessment of the quality and effectiveness of Attorney's performance of legal services and related duties and obligations under this Agreement, provided that such inquiry shall not be made of any person represented, absent a complaint from such person, during the course of representation.

19. **TERMINATION.**

a. In addition to any other automatic or discretionary termination provisions set forth in this Agreement, this Agreement shall automatically terminate in the event that Attorney is suspended/disbarred from the practice of law in Washington, effective without notice as of the date of suspension/disbarment. In such event, Attorney shall be liable up to \$5,000.00 for any additional costs or expenses incurred by the County and/or the Benton County Superior Court relating to the appointment of substitute legal counsel for any person(s) whom Attorney was appointed to represent hereunder; and the County shall be entitled and authorized to setoff and deduct any such additional costs or expenses from any unpaid compensation owing to Attorney hereunder.

Further, in the event that the Benton County Superior Court enters an order that prohibits or disqualifies Attorney from receiving any further appointments hereunder for any reason whatsoever, this Agreement shall automatically terminate without further notice as of the date such order is entered by the court. In the event that the court enters such an order because of unethical/unprofessional conduct by Attorney and/or because of Attorney's breach of this Agreement and the court determines at that time that the circumstances justify or require a substitution of appointed counsel for any person(s) whom Attorney was appointed to represent hereunder, Attorney shall be liable up to \$5,000.00 for any additional costs or expenses incurred by the County and/or the Benton County Superior Court relating to such substitute appointment(s); and the County shall be entitled and authorized to setoff and deduct any such additional costs or expenses from any unpaid compensation owing to Attorney hereunder.

b. In addition to the above-referenced automatic termination provisions, the County may elect to terminate this Agreement in the event Attorney fails for whatever reason to comply with any provision of this Agreement after giving Attorney ten (10) business days advance written notice to cure, which notice shall specify the reason(s) for the notice, the act(s) necessary to cure Attorney's failure(s), and the consequence if the failure(s) is/are not cured within said ten (10) day period (e.g., termination without further notice or potential termination upon further notice). The County's right to terminate this Agreement in such regard shall be in addition to any other rights and remedies available to the County.

c. In addition to the foregoing provisions regarding termination, either party may elect to terminate this Agreement with or without cause or reason by providing the other party with sixty (60) days advance written notice of such election. Attorney shall continue to receive case appointments during said sixty (60) day notice period and shall have continued responsibility for those appointed cases pursuant to paragraph 6 above. A sixty (60) day notice of termination given by either party under this paragraph 19.c. shall be fully and immediately effective when received by the recipient party pursuant to the provisions of below paragraph 32 (notwithstanding the inclusion of any contrary terms or

language in the notice) without any need for formal or informal acceptance or any other response by the recipient party, and such notice may not thereafter be rescinded/revoked by the party giving such notice unless such rescission/revocation is expressly acknowledged and agreed to by the recipient party in writing in the recipient party's sole discretion.

d. In any event, regardless of the manner in which this Agreement is terminated, Attorney acknowledges and agrees that Attorney shall not be entitled to receive any further compensation from the County in the event this Agreement is terminated; provided that, Attorney shall be entitled to be paid for any unpaid compensation duly earned by Attorney under this Agreement up to the date of termination. Additionally, as required by paragraph 6 above, the termination of this Agreement, regardless of the manner of termination, shall not relieve Attorney from the obligation and duty to continue representing all persons whom Attorney was appointed to represent prior to the termination unless Attorney is expressly barred or prohibited from doing so by court order and/or the suspension/disbarment of Attorney from the practice of law in Washington.

e. If the County decides in its discretion to provide public defense representation in Benton County Superior Court through a County agency (such as an Office of Public Defense or similar entity) that would reduce or fully eliminate the need for continuing this Agreement with Attorney, the County will notify Attorney of the County's intentions in that regard as soon as reasonably practicable so that Attorney and the County can coordinate and pursue an appropriate transition. Upon receipt of such notice from the County, Attorney may apply to the County for available staff-attorney employment positions in such agency in accordance with the County's then-existing hiring and employment practices and policies; though Attorney understands and acknowledges that the hiring of Attorney to fill any such positions would not be automatic nor in any way guaranteed.

20. **INDEPENDENT CONTRACTOR.** Attorney fully understands, acknowledges, and agrees that Attorney shall not be an agent, representative, or employee of the County or the Benton County Superior Court for any type of purpose or situation whatsoever (including, without limitation, for purposes of any type of wage, hours/overtime, workers/industrial insurance compensation, unemployment, fair labor, and/or employee benefit/leave laws, disability act coverage or rules, and/or regulations) and that Attorney, as of the date of this Agreement and throughout its entire term, is and will always be acting and operating as a fully independent contractor. In that regard, subject to Attorney's duties, responsibilities and obligations imposed under this Agreement, Attorney shall have sole and absolute discretion using Attorney's best professional legal judgment to determine the manner and means of providing the legal representation services required under this Agreement; and neither the County, the PDM, the Superior Court Administrator, nor the Benton County Superior Court shall have any authority or duty to directly control the actual performance of Attorney's professional services hereunder.

21. **NON-ASSIGNMENT AND TEMPORARY SUBSTITUTIONS.** Except as otherwise expressly provided in paragraphs 21.a. and 21.b. below, Attorney shall not allow or arrange for any other person to perform any of the services required by this Agreement, nor shall Attorney assign, subcontract out, or otherwise delegate any of Attorney's rights, responsibilities, or obligations under this Agreement.

a. Attorney and any of the other Benton County Criminal Defense Panel members may mutually agree to make temporary, substitute appearances for each other on routine docket matters and routine court hearings on an as-needed basis as approved by the court and by the person being represented (if that person has previously discussed the case with his/her appointed attorney). Any compensation or consideration (if any) to be paid or given by Attorney to the other Benton County Criminal Defense Panel members for such substitution(s) shall be a matter of direct negotiation and agreement between Attorney and said other panel members, and said other members shall not be entitled to receive any additional compensation from the County for such substitution(s).

b. In the event Attorney needs or desires to take up to a maximum of four (4) consecutive weeks (or such longer requested period of time as may be expressly pre-approved in writing by the PDM on a case-by-case basis, in his sole and absolute discretion) leave of absence from the practice of law and/or the requirements of representation under this Agreement during the term of this Agreement and is unable to obtain the assistance of the other Benton County Criminal Defense Panel members during such temporary absence, Attorney may seek and obtain the assistance of another Washington-licensed attorney to make temporary, substitute appearances for Attorney during such absence on routine docket matters and routine court hearings on an as-needed basis provided that Attorney and such other attorney jointly prepare, sign and file a written certification with the court (with a copy to be provided to the Superior Court Administrator and the PDM) in all such matters and hearings that expressly certifies that such other attorney has reviewed this Agreement and fully meets all criteria, qualifications, and requirements under this Agreement to render legal services to indigent persons and provided further that such temporary substitution is expressly authorized on the court record by the court and the particular person(s) being represented by Attorney who is/are affected by such substitution of legal counsel.

(i) Any compensation or consideration (if any) to be paid or given by Attorney to such other attorney for such substitution(s) shall be a matter of direct negotiation and agreement between Attorney and such other attorney, and such other attorney shall not be entitled to receive any compensation from the County for such substitution(s).

(ii) Unless called to active military duty, Attorney shall be responsible to ensure that such other attorney fully complies with all terms and conditions of this Agreement during such temporary absence period (including, without limitation, the requirement to maintain the insurance coverage specified in paragraph 17 above), and Attorney shall be liable for any damages or losses sustained as a result of such other attorney's non-compliance with the terms and conditions of this Agreement.

c. In the event Attorney is called up for active military duty or for direct civilian support of active military operations, Attorney shall provide the PDM with written notice of such event within five (5) business days of Attorney being called up so that the PDM and Attorney can coordinate and arrange for an appropriate substitute attorney to handle Attorney's duties under this Agreement while Attorney is on military leave and any reasonable back-to-civilian-life transition time requested by Attorney upon return. Conditioned upon Attorney complying with said notice and cooperation requirements, Attorney shall be entitled to resume Attorney's contract duties hereunder upon written

request to the PDM within a reasonable time after Attorney's return from active service, but Attorney shall receive no compensation under this Agreement while on leave or during any such transition time.

22. **VACANCY AND REPLACEMENT.** In the event this Agreement is terminated by either party prior to the expiration date specified in paragraph 1 above, the County may initiate, implement and pursue any actions or process deemed appropriate/necessary to seek, select, and contract with another qualified attorney to replace and succeed Attorney in representing indigent persons in Benton County Superior Court.

23. **OTHER APPOINTMENTS.** Attorney shall not enter into any contract/arrangement to perform criminal prosecution services in any court or jurisdiction. Subject to, and without limiting/waiving, Attorney's duties and obligations under this Agreement, Attorney may enter into a part-time contract/arrangement to receive public defense appointments in another court or jurisdiction, provided that, and on the indispensable condition that, Attorney's duties and obligations under said part-time contract/arrangement will not conflict with or interfere with Attorney's ability to timely and effectively perform Attorney's duties and obligations under this Agreement. Consistent with Attorney's status as an independent contractor, Attorney shall have sole and personal professional responsibility for ensuring that Attorney's obligations on other contracts or arrangements to receive public defense appointments, when combined with this Agreement, are fully in compliance with Washington State Standards for Indigent Defense including, but not limited to, the caseload standards contained therein.

24. **TEMPORARY JUDICIAL SERVICE.** Subject to, and without limiting/waiving, Attorney's duties and obligations under this Agreement, Attorney may temporarily serve as a judge pro tem in any capacity and under any circumstances except on any criminal cases pending before the Benton County Superior Court, provided that, and on the indispensable condition that, it would not conflict with or interfere with Attorney's ability to timely and effectively perform Attorney's duties and obligations under this Agreement. Any potential exceptions to the foregoing limitation on Attorney serving as a judge pro tem would be strictly on a case-by-case basis and would be strictly subject to Attorney obtaining the PDM's prior express approval and authorization, which decision shall be decided on a case-by-case basis in the PDM's sole and absolute discretion.

25. **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.

26. **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.

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

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

29. **SEVERABILITY.** In the event that any one or more provisions contained in this Agreement shall, for whatever reason, be determined by arbitration 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.

30. **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.

31. **DISPUTE RESOLUTION.**

a. The parties hereby specifically waive, release, and irrevocably relinquish any and all right to file a court lawsuit of any type to address any claims or dispute between the parties involving the performance or interpretation of this Agreement or that in any other way relate to, or arise from, this Agreement, and regardless of whether money damages, equitable relief, or any other type of relief is being sought. Provided, however, if necessary due to a party's disregard of and failure to abide by the non-judicial Dispute Resolution provisions contained in this paragraph 31, the other party may pursue court action to seek and obtain an order compelling and enforcing such Dispute Resolution provisions, and as part of such action and court order, the court shall order the party not complying with the requirements of such Dispute Resolution provisions to pay the other party's incurred attorney fees and costs.

b. Accordingly, in furtherance of the parties' above-stated agreement to submit any and all claims and disputes to non-judicial resolution, in the event any type of dispute arises between the parties involving the performance or interpretation of this Agreement, or that in any other way relates to, or arises from, this Agreement, either party may then make written demand on the other party to submit the dispute to mediation through the assistance of an experienced mediator chosen by mutual agreement of the parties who must be a Washington-licensed attorney experienced in contract disputes. The mediation shall occur within thirty (30) days of the mediation demand, unless the parties mutually agree otherwise. The County shall pay one-half of the mediator's fees and expenses, and Attorney shall pay the other one-half of such fees and expenses.

c. In the event that mediation proves unsuccessful in resolving the dispute, the parties shall submit the dispute for resolution via binding arbitration pursuant to RCW Chapter 7.04A. A single arbitrator (who must be a Washington-licensed attorney

experienced in contract disputes) shall be selected by agreement of the parties or, in the absence of agreement, each party shall select one (1) arbitrator (who must be a Washington-licensed attorney experienced in contract disputes) and those two (2) so selected arbitrators shall mutually select a third arbitrator (who must be a Washington-licensed attorney experienced in contract disputes). The County shall pay one-half of the fees and expenses of the arbitrator(s), and Attorney shall pay the other one-half of such fees and expenses. The provisions of RCW Chapter 7.04A and applicable Mandatory Arbitration Rules as adopted and implemented in Superior Court shall be binding as to procedure, except as to the right of appeal, which shall not be applicable. Within ten (10) business days after the unsuccessful mediation session, the arbitrator(s) shall be selected and designated, and the hearing shall be held within thirty (30) business days after designation of the arbitrator(s), unless the parties mutually agree otherwise. The arbitrator(s) shall render a written decision and award within ten (10) business days of such hearing. Without limitation, the arbitrator(s) may award damages, specific performance, and/or injunctive relief, and may register a judgment in Benton County Superior Court, including judgment by default. The most prevailing party shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party as a part of the arbitration decision and award. In the event of suit or action to enforce an arbitration award, venue shall lie exclusively in Benton County Superior Court, and the most prevailing party in such suit or action shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party.

32. **NOTICES.**

a. Any notices required or permitted to be given by Attorney to the County under this Agreement shall be in writing and shall be either personally delivered to the County's PDM at 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, Building A
Kennewick, WA 99336

OPDNotices@co.benton.wa.us

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

c. Any such notices under this Agreement shall be deemed to have been duly given, made, and received when either personally delivered to the notice recipient in the manner described above; when duly deposited in the U.S. mail addressed to the recipient in the manner described above; or when emailed to the recipient in the manner described above. A party may change the address(es) to which notices are to be sent by giving notice of such change of address(es) in conformity with the above provisions of this paragraph for the giving of notice.

33. **LEGAL COMPLIANCE.** Attorney agrees to and shall strictly follow and comply with any and all federal, state, local, and administrative laws, rules, and regulations applicable to Attorney's pursuit and performance of activities under this Agreement. Without limitation in that regard, Attorney shall timely and fully pay all applicable taxes, fees, licenses, and other payments required by law; and Attorney shall fully comply with any and all anti-discrimination laws and policies including, without limitation, the County's policy that no person will be subjected to discrimination by the County or their contractors based on race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation.

34. **PUBLIC DEFENSE MANAGER.** Attorney acknowledges that the County has employed the above-referenced PDM to coordinate, monitor, and evaluate the performances and compliance of independent contractor attorneys (like Attorney) under public defense agreements with the County. Attorney further acknowledges that the County has the right and discretion to direct the PDM to assume and fulfill various roles and functions under this Agreement. Though the PDM will not have or attempt to exercise direct control over the manner and means in which Attorney provides legal services under this Agreement, Attorney agrees to reasonably cooperate with the PDM (and his designees), and to promptly comply with reasonable requests from the PDM (and/or his designees), to allow for the effective monitoring and evaluation of Attorney's performance under and in compliance with this Agreement.

33. **PERFORMANCE STANDARDS MONITORING.** The parties agree and acknowledge that the County, pursuant to its legal duty to provide effective and competent public defense representation, and needing a reasonable, effective and relatively objective way to gauge the effectiveness of contract public defenders, will, by and through its Office of Public Defense, monitor the effectiveness and competence of contract public defenders, including Attorney, by Performance Standards Monitoring ("Monitoring"). Attorney understands that her performance and eligibility for future contracts will be evaluated based on data collected through Monitoring and the County Office of Public Defense may, but is not obligated to, from time to time make known to Attorney any opportunities for improvement as observed through Monitoring efforts and/or issues that need to be addressed. Attorney further agrees to reasonably cooperate with County, its Office of Public Defense, and any staff from that office that are engaged in Monitoring efforts so that data collected through such efforts are accurate and timely. The actual Performance Standards to be monitored are contained in the Performance Standards Monitoring section, attached as Exhibit "A" to this Agreement, the acknowledgement of which, by Attorney's affirmative signature, is required to fully execute this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Agreement on the date set forth below.

BENTON COUNTY

Date _____

Chairman

Commissioner

Commissioner

Constituting the Board of County Commissioners for Benton County

Attest:

Clerk of the Board

Approved as to Form and Content

DocuSigned by:
Michael Vander Sys

3C4D65E70BC4488
Michael Vander Sys
Public Defense Manager

ATTORNEY

9/8/2022

Date _____

DocuSigned by:

Hayden Sebald

3CA2FF65B7504D0
Hayden J. Sebald, WSBA 57458
Not valid unless Performance Standards Monitoring Acknowledgment on following page is also signed.

EXHIBIT A

PERFORMANCE STANDARDS MONITORING

Attorney acknowledges that County will be engaging in Performance Standards Monitoring as more fully described in Section 34 of this Agreement and that said Monitoring will comprise of the following:

a. Metrics Monitoring will entail the collection of the following metrics specific to Attorney:

- Trials held and cases disposed of with favorable resolutions at trial readiness
- 3.5, 3.6 and other significant motions filed
- Motions filed under RCW 10.77 for competency evaluations
- Number of cases disposed of at trial readiness with dismissal or other comparable favorable result
- Number of cases where investigative services were requested
- Number of visits to incarcerated clients in Benton County Jail
- Number of client complaints

b. Court Observation Monitoring will also entail direct observation of Attorney's performance in court (including, but not limited to pre-trial dockets, motion dockets and trials) by Benton County Office of Public Defense Supervisory Staff to evaluate, among other things:

- Attorney's preparedness and readiness
- Attorney's interactions with clients
- Attorney's ability and willingness to advocate to the court on behalf of clients

Attorney acknowledgment:

DocuSigned by:

Hayden Sebald

I understand and acknowledge that Benton County will utilize the Performance Standards Monitoring as set out in this Exhibit to my public defense contract to evaluate my effectiveness as a public defender and that contract decisions, such as renewals, extensions, caseload increases, or assignment to other public defense duties will be made with reference to the results of such Performance Standards Monitoring.

COMMISSIONERS' AGENDA ACTION SHEET

| | | |
|--|---|--|
| Meeting Date: | September 20, 2022 | |
| Subject: | Extension of Lease for Space at SARC for Child Interviews | |
| Presenter: | | |
| Prepared By: | Ryan Brown | |
| Reviewed By: | Ryan Brown | |
| PA Review, Approval to Form: | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If no, include reasoning for no approval) | |
| Type of Agenda Item: | Type of Action Needed: (Multiple boxes can be checked, if necessary) | |
| <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business | <input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion <input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution <input checked="" type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract | |

Summary / Background Information In 2019 the Board signed a lease for a portion of the space owned by SARC for the use of space for child interviews, etc. That lease runs through December 31, 2022. It includes a right for the county to exercise a two year extension of that lease at the same monthly lease amount, \$1,000 per month. Via interlocal agreement, other jurisdictions have reimbursed the county for a share of the lease amount.

The Prosecutor's Office has included funds in its budget for 2023-24 to pay for lease payments through December 31, 2024.

The Prosecuting Attorney's Office requests that the Board approve the attached resolution as part of its consent agenda to authorize the Chair to sign and send the attached letter to SARC to exercise the lease extension.

Fiscal Impact

\$24,000 for 24 months of rent at \$1,000 per month less any amounts reimbursed by other local jurisdictions. Will be paid out of the Prosecutor's proposed 2023-24 budget.

Recommendation

Pass the attached resolution and sign the letter to exercise the lease extension.

Suggested Motion

N/A because on consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE EXTENSION OF BENTON COUNTY’S LEASE OF SPACE FROM THE SUPPORT, ADVOCACY & RESOURCE CENTER AT 1458 FOWLER ST., RICHLAND, WA

WHEREAS, in 2019, per Resolution 2019-636, Benton County executed a lease with the Support, Advocacy & Resource Center (SARC) for a portion of its property at the above referenced address; and

WHEREAS, that lease expires on December 31, 2022, but allows the county to exercise a right to extend the lease through 2024 under the same terms as the current lease; and

WHEREAS, the Prosecutor’s Office has recommended that the county exercise that right to extend that lease to assist with the investigation of crimes against children; and

WHEREAS, written notice of the county’s exercise of that right to extend must be delivered to SARC not less than 90 days before the lease expires; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby authorizes the Board Chair to sign and have delivered the attached letter to SARC to notify it of the county’s exercise of its right to extend through 2024 the lease approved by the Board of Commissioners via Resolution 2019 636.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Jerome Delvin, *District 1*
Shon Small, *District 2*
Will McKay, *District 3*



Jerrod MacPherson
County Administrator
Matt Rasmussen
Deputy County Administrator

Board of County Commissioners

September 20, 2022

VIA CERTIFIED MAIL

JoDee Garretson, Executive Director
Support, Advocacy, and Response Center
1458 Fowler St.
Richland, WA 99352

Re: Lease Extension for Space at 1458 Fowler St., Richland, WA

Dear Ms. Garretson,

The lease between Benton County and SARC for space at 1458 Fowler Street, Richland, Washington, executed by the parties in 2019, expires December 31, 2022. Pursuant to the terms of that lease, Benton County may renew the lease for one extended term of two years.

Please accept this written notice of Benton County's exercise of the extension of that lease through December 31, 2024, for the continued rent of \$1,000 per month and under the same covenants, conditions and provisions as set forth in the lease.

If you have any questions, please contact Andy Miller, Benton County Prosecutor.

Benton County Board of Commissioners

By: _____
Shon Small, Chair

Cc: Andy Miller, Prosecutor
Ginny Baddley

COMMISSIONERS' AGENDA ACTION SHEET

| | | |
|--|--|--|
| Meeting Date: | September 20, 2022 | |
| Subject: | Execute contract with Construction Ahead, Inc. dba Pavement Surface Control C.E. 2134 SMP – 2022 Pavement Markings Project | |
| Presenter: | | |
| Prepared By: | D. Hope | |
| Reviewed By: | Purchasing | |
| PA Review, Approval to Form: | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If no, include reasoning for no approval) | |
| Type of Agenda Item: | Type of Action Needed: | |
| <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business | <input type="checkbox"/> Discussion Only (1 st) <input type="checkbox"/> Pass Motion <input type="checkbox"/> Discussion Only (2 nd) <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Decision/Direction <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Sign Letter/Document <input checked="" type="checkbox"/> Execute Contract | |

Summary / Background Information

By Resolution 2022-607 dated August 30, 2022, an award was made to Construction Ahead, Inc. dba Pavement Surface Control for the C.E. 2134 SMP – 2022 Pavement Markings Project. As directed a contract has been prepared; and reviewed and approved as to form by our departmental assigned Deputy Prosecuting Attorney from the Civil Division; and has been executed by Construction Ahead, Inc. dba Pavement Surface Control.

Fiscal Impact

Amount: \$302,400.00

Fund: Road Fund (0101-101)

Recommendation

It is recommended by the County Engineer that the Board authorize the Chairman to sign the contract with Construction Ahead, Inc., dba Pavement Surface Control of Kennewick Washington for C.E. 2134 SMP – 2022 Pavement Markings Project.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: AUTHORIZING THE CHAIRMAN TO SIGN THE CONTRACT WITH CONSTRUCTION AHEAD, INC. dba PAVEMENT SURFACE CONTROL OF KENNEWICK, WASHINGTON FOR C.E. 2134 SMP – 2022 PAVEMENT MARKINGS PROJECT

WHEREAS, by Resolution 2022-607 dated August 30, 2022, an award was made to Construction Ahead, Inc. dba Pavement Surface Control, Kennewick, Washington and as directed, staff has prepared a contract for Board approval; and

WHEREAS, our departmental assigned Deputy Prosecuting Attorney from the Civil Division has reviewed and approved as to form said contract; and

WHEREAS, the contract in the amount of \$302,400.00 has been executed by Construction Ahead, Inc., dba Pavement Surface Control; **NOW, THEREFORE**,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby authorizes the Chairman of the Board of County Commissioners to sign on behalf of Benton County said contract awarded August 30, 2022 to Construction Ahead, Inc., dba Pavement Surface Control, in the amount of \$302,400.00 plus any necessary Change Orders in accordance with Section 3.8 of the Benton County Procurement, Leasing and Contracting Policy per Resolution 2021-233 or any future amendments to said policy; and

BE IT FURTHER RESOLVED, that the County Engineer is hereby authorized to proceed with C.E. 2134 SMP – 2022 Pavement Markings project according to the terms of the contract; and

BE IT FURTHER RESOLVED, the C.E. 2134 SMP – 2022 Pavement Markings project shall be completed in its entirety within twenty-five (25) working days as described in the contract documents.

Dated this 20th day of September 2022.

Chairman.

Chairman Pro-Tem.

Attest: _____
Clerk of the Board

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

CONTRACT

THIS CONTRACT, made and entered into this 31st day of August, 2022, between the **COUNTY OF BENTON, STATE OF WASHINGTON**, (hereinafter "the County") acting through the Board of County Commissioners, under and by virtue of Title 36 RCW as amended, and **CONSTRUCTION AHEAD, INC., dba PAVEMENT SURFACE CONTROL**, of Kennewick Washington (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 2134 SMP – 2022 Pavement Marking," and as described in and in accordance with the State of Washington 2022 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 \$302,400.00, 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 Contractor's 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.

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:
Construction Ahead dba Pavement Surface Control

Dorothy J McDaniel, President
Print Name and Title

8/31/22
Date

COUNTY OF BENTON

Chairman, Board of Commissioners

Attest: _____
Clerk of the Board

Date: _____

APPROVED AS TO FORM:

DocuSigned by:

7D2673FA0903430
Benton County Deputy Prosecuting Attorney

9/1/2022
Date: _____

PUBLIC WORKS PAYMENT BOND
to BENTON COUNTY, WA

Bond No. 53S208276

Benton County, Washington (County) has awarded to Construction Ahead, Inc. dba Pavement Surface Control (Principal), a contract for the construction of the project designated as **CE 2134 SMP - 2022 Pavement Marking**, 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 The Ohio Casualty Insurance Company (Surety), a corporation, organized under the laws of the State of New Hampshire 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 Three Hundred Two Thousand Four Hundred and 00/100 US Dollars (\$ 302,400.00)

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 Construction Ahead, Inc. dba Pavement Surface Control

SURETY The Ohio Casualty Insurance Company

[Signature] 9/1/2022
Principal Signature Date

[Signature] September 1, 2022
Surety Signature Date

[Signature]
Printed Name

Kirsten K. Jordan
Printed Name

President
Title

Attorney-In-Fact
Title

Name, address, and telephone of local office/agent of Surety Company is:

HUB International Northwest LLC
P.O. Box 2528, Pasco, WA 99302-2528
509-545-3800



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: 8206154-974308

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, Charles E. Hudon; Jacqueline F. Hernandez, Jodi Clayton; Kimberley A. Fall; Kirsten K. Jordan; Kristina Schrader

all of the city of Pasco 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 17th day of August, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, 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.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 17th day of August, 2021 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 King of Prussia, 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: [Signature]
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 1st day of September, 2022.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

**PUBLIC WORKS PERFORMANCE BOND
to BENTON COUNTY, WA**

Bond No. 53S208276

Benton County, Washington (County) has awarded to Construction Ahead, Inc.
dba Pavement Surface Control (Principal), a contract for the construction of the project designated as **CE 2134 SMP 2022 Pavement Marking**, 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 The Ohio Casualty Insurance Company (Surety), a corporation, organized under the laws of the State of New Hampshire 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 Three Hundred Two Thousand Four Hundred and 00/100 US Dollars (\$ 302,400.00)

Total Contract Amount, subject to the provisions herein.

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 Construction Ahead, Inc. dba Pavement Surface Control

SURETY The Ohio Casualty Insurance Company

[Signature] 9/6/2022
Principal Signature Date

[Signature] September 1, 2022
Surety Signature Date

[Signature]
Printed Name

Kirsten K. Jordan
Printed Name

President
Title

Attorney-In-Fact
Title

Name, address, and telephone of local office/agent of Surety Company is:

HUB International Northwest LLC
P.O. Box 2528, Pasco, WA 99302-2528
509-545-3800



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: 8206154-974308

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, Charles E. Hudon; Jacqueline F. Hernandez; Jodi Clayton; Kimberley A. Fall; Kirsten K. Jordan; Kristina Schrader

all of the city of Pasco 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 17th day of August, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, 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.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 17th day of August, 2021 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 King of Prussia, 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 1128044
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 1st day of September, 2022.



By: Renee C. Llewellyn, Assistant Secretary



Contract Provisions and Plans

For Construction of:

2022 PAVEMENT MARKING

County Wide
C.E. 2134 SMP

PUBLIC WORKS
DEPARTMENT

Bid No: 22-13

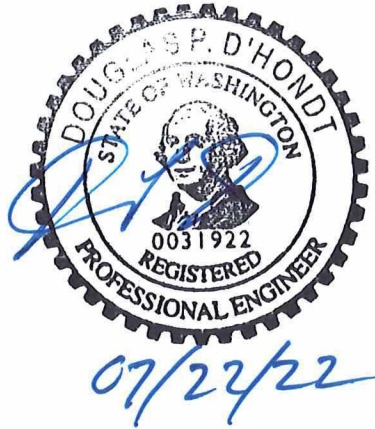


CERTIFICATIONS

2022 Pavement Marking
CE 2134 SMP

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.



APPROVED AS TO FORM:

The Call for Bids and Contract Provisions for the construction of CE 2134 SMP – 2022 Pavement Marking has been reviewed and approved as to form:

DocuSigned by:
Reid Hay
7D2676FA0006430...

Reid Hay, Deputy Prosecuting Attorney

7/21/2022

Date

OFFICE OF THE COUNTY ENGINEER
BENTON COUNTY
(CB NO. 22-13)

CALL FOR BIDS

Sealed bids for C.E. 2134 SMP – 2022 PAVEMENT MARKING, shall be received by the Benton County Engineer, Benton County Public Services Building, 102206 East Wiser Parkway, Kennewick, Washington 99338 until 11:00 a.m., Local Time, Thursday, August 18, 2022. NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME. Bids are to be opened on Thursday, August 18, 2022 at 11:00 a.m., Local Time, in the Public Works Conference Room, at the Public Services Building, Kennewick, Washington. Contractor's Bid Proposal shall include the complete Proposal, and the proposal bond all enclosed in a sealed envelope marked, "BID FOR 2022 Pavement Marking – CE 2134 SMP".

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 # 8243304 on the website's Projects Search Page. Firms who intend to submit a bid may download the digital plan documents, specifications, contract documents and bid proposal for fifteen dollars (\$15.00). 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:

"Benton County, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award."

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INTRODUCTION

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction, 2022 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 the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

SPECIAL PROVISIONS

(December 10, 2020 APWA GSP)

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 project-specific Special Provisions are not labeled as such. 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 WSDOT GSP)*
- (May 1, 2013 Benton County GSP)*

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/APWA, 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 *** all striped Benton County roads denoted in these plans and special provision by pavement markings *** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

1-01 DEFINITIONS AND TERMS

1-01.3 Definitions

1 (January 19, 2022 APWA GSP)

2
3 Delete the heading Completion Dates and the three paragraphs that follow it, and replace them
4 with the following:

5
6 **Dates**

7 **Bid Opening Date**

8 The date on which the Contracting Agency publicly opens and reads the Bids.

9 **Award Date**

10 The date of the formal decision of the Contracting Agency to accept the lowest
11 responsible and responsive Bidder for the Work.

12 **Contract Execution Date**

13 The date the Contracting Agency officially binds the Agency to the Contract.

14 **Notice to Proceed Date**

15 The date stated in the Notice to Proceed on which the Contract time begins.

16 **Substantial Completion Date**

17 The day the Engineer determines the Contracting Agency has full and unrestricted use
18 and benefit of the facilities, both from the operational and safety standpoint, any
19 remaining traffic disruptions will be rare and brief, and only minor incidental work,
20 replacement of temporary substitute facilities, plant establishment periods, or
21 correction or repair remains for the Physical Completion of the total Contract.

22 **Physical Completion Date**

23 The day all of the Work is physically completed on the project. All documentation
24 required by the Contract and required by law does not necessarily need to be furnished
25 by the Contractor by this date.

26 **Completion Date**

27 The day all the Work specified in the Contract is completed and all the obligations of
28 the Contractor under the contract are fulfilled by the Contractor. All documentation
29 required by the Contract and required by law must be furnished by the Contractor
30 before establishment of this date.

31 **Final Acceptance Date**

32 The date on which the Contracting Agency accepts the Work as complete.

33
34 Supplement this Section with the following:

35
36 All references in the Standard Specifications or WSDOT General Special Provisions, to the
37 terms "Department of Transportation", "Washington State Transportation Commission",
38 "Commission", "Secretary of Transportation", "Secretary", "Headquarters", and "State
39 Treasurer" shall be revised to read "Contracting Agency".

40
41 All references to the terms "State" or "state" shall be revised to read "Contracting Agency"
42 unless the reference is to an administrative agency of the State of Washington, a State
43 statute or regulation, or the context reasonably indicates otherwise.

44
45 All references to "State Materials Laboratory" shall be revised to read "Contracting Agency
46 designated location".

47
48 All references to "final contract voucher certification" shall be interpreted to mean the
49 Contracting Agency form(s) by which final payment is authorized, and final completion and
50 acceptance granted.

51
52 **Additive**

1 A supplemental unit of work or group of bid items, identified separately in the Bid Proposal,
2 which may, at the discretion of the Contracting Agency, be awarded in addition to the base
3 bid.

4
5 **Alternate**

6 One of two or more units of work or groups of bid items, identified separately in the Bid
7 Proposal, from which the Contracting Agency may make a choice between different
8 methods or material of construction for performing the same work.

9
10 **Business Day**

11 A business day is any day from Monday through Friday except holidays as listed in Section
12 1-08.5.

13
14 **Contract Bond**

15 The definition in the Standard Specifications for “Contract Bond” applies to whatever bond
16 form(s) are required by the Contract Documents, which may be a combination of a
17 Payment Bond and a Performance Bond.

18
19 **Contract Documents**

20 See definition for “Contract”.

21
22 **Contract Time**

23 The period of time established by the terms and conditions of the Contract within which the
24 Work must be physically completed.

25
26 **Notice of Award**

27 The written notice from the Contracting Agency to the successful Bidder signifying the
28 Contracting Agency’s acceptance of the Bid Proposal.

29
30 **Notice to Proceed**

31 The written notice from the Contracting Agency or Engineer to the Contractor authorizing
32 and directing the Contractor to proceed with the Work and establishing the date on which
33 the Contract time begins.

34
35 **Traffic**

36 Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and
37 equestrian traffic.

38 **1-02 BID PROCEDURES AND CONDITIONS**

39
40 **1-02.1 Prequalification of Bidders**

41
42 Delete this section and replace it with the following:

43
44 **1-02.1 Qualifications of Bidder**

45 *(January 24, 2011 APWA GSP)*

46
47 Before award of a public works contract, a bidder must meet at least the minimum
48 qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to
49 be awarded a public works project.

50
51 **1-02.2 Plans and Specifications**

1 (June 27, 2011 APWA GSP)

2

3 Delete this section and replace it with the following:

4

5 Information as to where Bid Documents can be obtained or reviewed can be found in the
6 Call for Bids (Advertisement for Bids) for the work.

7

8 After award of the contract, plans and specifications will be issued to the Contractor at no
9 cost as detailed below:

10

| To Prime Contractor | No. of Sets | Basis of Distribution |
|-------------------------------|-------------|-------------------------------------|
| Reduced plans (11" x 17") | *** 0 *** | Furnished automatically upon award. |
| Contract Provisions | *** 2 *** | Furnished automatically upon award. |
| Large plans (e.g., 22" x 34") | *** 0 *** | Furnished only upon request. |

11

12 Additional plans and Contract Provisions may be obtained by the Contractor from the
13 source stated in the Call for Bids, at the Contractor's own expense.

14

15 **1-02.4(1) General**

16

(January 19, 2022 APWA GSP Option B)

17

18 The first sentence of the ninth paragraph, beginning with "Any prospective Bidder
19 desiring...", is revised to read:

20

21 Any prospective Bidder desiring an explanation or interpretation of the Bid Documents,
22 shall request the explanation or interpretation in writing by close of business *** 5 ***
23 business days preceding the bid opening to allow a written reply to reach all prospective
24 Bidders before the submission of their Bids.

25

26 **1-02.5 Proposal Forms**

27

(July 31, 2017 APWA GSP)

28

29 Delete this section and replace it with the following:

30

31 The Proposal Form will identify the project and its location and describe the work. It will
32 also list estimated quantities, units of measurement, the items of work, and the materials
33 to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal
34 form that call for, but are not limited to, unit prices; extensions; summations; the total bid
35 amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment
36 of addenda; the bidder's name, address, telephone number, and signature; the bidder's
37 UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's
38 Registration Number; and a Business License Number, if applicable. Bids shall be
39 completed by typing or shall be printed in ink by hand, preferably in black ink. The required
40 certifications are included as part of the Proposal Form.

41

1 The Contracting Agency reserves the right to arrange the proposal forms with alternates
2 and additives, if such be to the advantage of the Contracting Agency. The bidder shall bid
3 on all alternates and additives set forth in the Proposal Form unless otherwise specified.
4

5 **1-02.6 Preparation of Proposal**

6 *(December 10, 2020 APWA GSP, Option B)*
7

8 Supplement the second paragraph with the following:

- 9 4. If a minimum bid amount has been established for any item, the unit or lump sum
10 price must equal or exceed the minimum amount stated.
- 11 5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed
12 by the signer of the bid.
13

14 Delete the last two paragraphs, and replace them with the following:
15

16 The Bidder shall submit with their Bid a completed Contractor Certification Wage Law
17 Compliance form, provided by the Contracting Agency. Failure to return this certification
18 as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for
19 Award. A Contractor Certification of Wage Law Compliance form is included in the Proposal
20 Forms.
21

22 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.
23

24 A bid by a corporation shall be executed in the corporate name, by the president or a vice
25 president (or other corporate officer accompanied by evidence of authority to sign).
26

27 A bid by a partnership shall be executed in the partnership name, and signed by a partner.
28 A copy of the partnership agreement shall be submitted with the Bid Form if any UDBE
29 requirements are to be satisfied through such an agreement.
30

31 A bid by a joint venture shall be executed in the joint venture name and signed by a member
32 of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid
33 Form if any UDBE requirements are to be satisfied through such an agreement.
34

35 Add the following new section:
36

37 **1-02.6(1) Recycled Materials Proposal**

38 *(January 4, 2016 APWA GSP)*
39

40 The Bidder shall submit with the Bid, its proposal for incorporating recycled materials into
41 the project, using the form provided in the Contract Provisions.
42

43 **1-02.7 Bid Deposit**

44 *(March 8, 2013 APWA GSP)*
45

46 Supplement this section with the following:
47

48 Bid bonds shall contain the following:

- 49 1. Contracting Agency-assigned number for the project;
50 2. Name of the project;
51 3. The Contracting Agency named as obligee;

- 1 4. The amount of the bid bond stated either as a dollar figure or as a percentage which
2 represents five percent of the maximum bid amount that could be awarded;
- 3 5. Signature of the bidder's officer empowered to sign official statements. The signature
4 of the person authorized to submit the bid should agree with the signature on the bond,
5 and the title of the person must accompany the said signature;
- 6 6. The signature of the surety's officer empowered to sign the bond and the power of
7 attorney.

8
9 If so stated in the Contract Provisions, bidder must use the bond form included in the
10 Contract Provisions.

11
12 If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

13
14 **1-02.13 Irregular Proposals**
15 *(October 1, 2020 APWA GSP)*

16
17 Delete this section and replace it with the following:

- 18
19 1. A Proposal will be considered irregular and will be rejected if:
 - 20 a. The Bidder is not prequalified when so required;
 - 21 b. The authorized Proposal form furnished by the Contracting Agency is not used
22 or is altered;
 - 23 c. The completed Proposal form contains any unauthorized additions, deletions,
24 alternate Bids, or conditions;
 - 25 d. The Bidder adds provisions reserving the right to reject or accept the award, or
26 enter into the Contract;
 - 27 e. A price per unit cannot be determined from the Bid Proposal;
 - 28 f. The Proposal form is not properly executed;
 - 29 g. The Bidder fails to submit or properly complete a Subcontractor list, if
30 applicable, as required in Section 1-02.6;
 - 31 h. The Bidder fails to submit or properly complete a Disadvantaged Business
32 Enterprise Certification, if applicable, as required in Section 1-02.6;
 - 33 i. The Bidder fails to submit written confirmation from each DBE firm listed on the
34 Bidder's completed DBE Utilization Certification that they are in agreement with
35 the bidder's DBE participation commitment, if applicable, as required in Section
36 1-02.6, or if the written confirmation that is submitted fails to meet the
37 requirements of the Special Provisions;
 - 38 j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable,
39 as required in Section 1-02.6, or if the documentation that is submitted fails to
40 demonstrate that a Good Faith Effort to meet the Condition of Award was made;
 - 41 k. The Bidder fails to submit a DBE Bid Item Breakdown form, if applicable, as
42 required in Section 1-02.6, or if the documentation that is submitted fails to meet
43 the requirements of the Special Provisions;
 - 44 l. The Bidder fails to submit DBE Trucking Credit Forms, if applicable, as required
45 in Section 1-02.6, or if the documentation that is submitted fails to meet the
46 requirements of the Special Provisions;
 - 47 m. The Bid Proposal does not constitute a definite and unqualified offer to meet
48 the material terms of the Bid invitation; or
 - 49 n. More than one Proposal is submitted for the same project from a Bidder under
50 the same or different names.
- 51
52 2. A Proposal may be considered irregular and may be rejected if:
 - 53 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. Receipt of Addenda is not acknowledged;
- d. 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
- e. 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 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
(August 14, 2013 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.

1 7. Any other information or action taken that is deemed necessary to ensure that the
2 bidder is the lowest responsible bidder.
3

4 **1-03 AWARD AND EXECUTION OF CONTRACT**

5 **1-03.1 Consideration of Bids**

6 *(January 23, 2006 APWA GSP)*
7
8

9 Revise the first paragraph to read:

10
11 After opening and reading proposals, the Contracting Agency will check them for
12 correctness of extensions of the prices per unit and the total price. If a discrepancy exists
13 between the price per unit and the extended amount of any bid item, the price per unit will
14 control. If a minimum bid amount has been established for any item and the bidder's unit
15 or lump sum price is less than the minimum specified amount, the Contracting Agency will
16 unilaterally revise the unit or lump sum price, to the minimum specified amount and
17 recalculate the extension. The total of extensions, corrected where necessary, including
18 sales taxes where applicable and such additives and/or alternates as selected by the
19 Contracting Agency, will be used by the Contracting Agency for award purposes and to fix
20 the Awarded Contract Price amount and the amount of the contract bond.
21

22 **1-03.1(1) Identical Bid Totals**

23 *(January 4, 2016 APWA GSP)*
24

25 Revise this section to read:

26
27 After opening Bids, if two or more lowest responsive Bid totals are exactly equal, then the
28 tie-breaker will be the Bidder with an equal lowest bid, that proposed to use the highest
29 percentage of recycled materials in the Project, per the form submitted with the Bid
30 Proposal. If those percentages are also exactly equal, then the tie-breaker will be
31 determined by drawing as follows: Two or more slips of paper will be marked as follows:
32 one marked "Winner" and the other(s) marked "unsuccessful". The slips will be folded to
33 make the marking unseen. The slips will be placed inside a box. One authorized
34 representative of each Bidder shall draw a slip from the box. Bidders shall draw in
35 alphabetic order by the name of the firm as registered with the Washington State
36 Department of Licensing. The slips shall be unfolded and the firm with the slip marked
37 "Winner" will be determined to be the successful Bidder and eligible for Award of the
38 Contract. Only those Bidders who submitted a Bid total that is exactly equal to the lowest
39 responsive Bid, and with a proposed recycled materials percentage that is exactly equal to
40 the highest proposed recycled materials amount, are eligible to draw.
41

42 **1-03.3 Execution of Contract**

43 *(January 19, 2022 APWA GSP)*
44

45 Revise this section to read:

46
47 Within 3 calendar days of Award date (not including Saturdays, Sundays and Holidays),
48 the successful Bidder shall provide the information necessary to execute the Contract to
49 the Contracting Agency. The Bidder shall send the contact information, including the full
50 name, email address, and phone number, for the authorized signer and bonding agent to
51 the Contracting Agency.
52

1 Copies of the Contract Provisions, including the unsigned Form of Contract, will be
 2 available for signature by the successful bidder on the first business day following award.
 3 The number of copies to be executed by the Contractor will be determined by the
 4 Contracting Agency.

5
 6 Within *** 10 *** calendar days after the award date, the successful bidder shall return the
 7 signed Contracting Agency-prepared contract, an insurance certification as required by
 8 Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, the Transfer
 9 of Coverage form for the Construction Stormwater General Permit with sections I, III, and
 10 VIII completed when provided. Before execution of the contract by the Contracting Agency,
 11 the successful bidder shall provide any pre-award information the Contracting Agency may
 12 require under Section 1-02.15.

13
 14 Until the Contracting Agency executes a contract, no proposal shall bind the Contracting
 15 Agency nor shall any work begin within the project limits or within Contracting Agency-
 16 furnished sites. The Contractor shall bear all risks for any work begun outside such areas
 17 and for any materials ordered before the contract is executed by the Contracting Agency.

18
 19 If the bidder experiences circumstances beyond their control that prevents return of the
 20 contract documents within the calendar days after the award date stated above, the
 21 Contracting Agency may grant up to a maximum of *** 5 *** additional calendar days for
 22 return of the documents, provided the Contracting Agency deems the circumstances
 23 warrant it.

24
 25 **1-03.4 Contract Bond**
 26 *(July 23, 2015 APWA GSP)*

27
 28 Delete the first paragraph and replace it with the following:

29
 30 The successful bidder shall provide executed payment and performance bond(s) for the
 31 full contract amount. The bond may be a combined payment and performance bond; or be
 32 separate payment and performance bonds. In the case of separate payment and
 33 performance bonds, each shall be for the full contract amount. The bond(s) shall:

- 34 1. Be on Contracting Agency-furnished form(s);
 35 2. Be signed by an approved surety (or sureties) that:
 36 a. Is registered with the Washington State Insurance Commissioner, and
 37 b. Appears on the current Authorized Insurance List in the State of Washington
 38 published by the Office of the Insurance Commissioner,
 39 3. Guarantee that the Contractor will perform and comply with all obligations, duties, and
 40 conditions under the Contract, including but not limited to the duty and obligation to
 41 indemnify, defend, and protect the Contracting Agency against all losses and claims
 42 related directly or indirectly from any failure:
 43 a. Of the Contractor (or any of the employees, subcontractors, or lower tier
 44 subcontractors of the Contractor) to faithfully perform and comply with all contract
 45 obligations, conditions, and duties, or
 46 b. Of the Contractor (or the subcontractors or lower tier subcontractors of the
 47 Contractor) to pay all laborers, mechanics, subcontractors, lower tier
 48 subcontractors, material person, or any other person who provides supplies or
 49 provisions for carrying out the work;
 50 4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the
 51 project under titles 50, 51, and 82 RCW; and

- 1 5. Be accompanied by a power of attorney for the Surety’s officer empowered to sign the
- 2 bond; and
- 3 6. Be signed by an officer of the Contractor empowered to sign official statements (sole
- 4 proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by
- 5 the president or vice president, unless accompanied by written proof of the authority of
- 6 the individual signing the bond(s) to bind the corporation (i.e., corporate resolution,
- 7 power of attorney, or a letter to such effect signed by the president or vice president).

8
9 **1-03.7 Judicial Review**

10 *(November 30, 2018 APWA GSP)*

11
12 Revise this section to read:

13
14 Any decision made by the Contracting Agency regarding the Award and execution of the

15 Contract or Bid rejection shall be conclusive subject to the scope of judicial review

16 permitted under Washington Law. Such review, if any, shall be timely filed in the Superior

17 Court of the county where the Contracting Agency headquarters is located, provided that

18 where an action is asserted against a county, RCW 36.01.050 shall control venue and

19 jurisdiction.

20

21 **1-04 SCOPE OF WORK**

22
23 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications,**

24 **and Addenda**

25 *(December 10, 2020 APWA GSP)*

26
27 Revise the second paragraph to read:

28
29 Any inconsistency in the parts of the contract shall be resolved by following this order of

30 precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

- 31 1. Addenda,
- 32 2. Proposal Form,
- 33 3. Special Provisions,
- 34 4. Contract Plans,
- 35 5. Standard Specifications,
- 36 **6. Contracting Agency’s Standard Plans or Details (if any), and**
- 37 **7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.**

38
39 **1-04.4 Minor Changes**

40 *(January 19, 2022 APWA GSP)*

41
42 The first two sentences of the last paragraph of Section 1-04.4 are deleted.

43
44 **1-04.4(1) Minor Changes**

45 *(May 30, 2019 APWA GSP)*

46
47 Delete the first paragraph and replace it with the following:

48
49 Payments or credits for changes amounting to *** \$10,000 *** or less may be made under

50 the Bid item “Minor Change”. At the discretion of the Contracting Agency, this procedure

51 for Minor Changes may be used in lieu of the more formal procedure as outlined in Section

1 1-04.4, Changes. All "Minor Change" work will be within the scope of the Contract Work
2 and will not change Contract Time.
3

4 **1-05 CONTROL OF WORK**

5
6 **1-05.7 Removal of Defective and Unauthorized Work**

7 *(October 1, 2005 APWA GSP)*
8

9 Supplement this section with the following:
10

11 If the Contractor fails to remedy defective or unauthorized work within the time specified in
12 a written notice from the Engineer, or fails to perform any part of the work required by the
13 Contract Documents, the Engineer may correct and remedy such work as may be identified
14 in the written notice, with Contracting Agency forces or by such other means as the
15 Contracting Agency may deem necessary.
16

17 If the Contractor fails to comply with a written order to remedy what the Engineer
18 determines to be an emergency situation, the Engineer may have the defective and
19 unauthorized work corrected immediately, have the rejected work removed and replaced,
20 or have work the Contractor refuses to perform completed by using Contracting Agency or
21 other forces. An emergency situation is any situation when, in the opinion of the Engineer,
22 a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or
23 damage to the public.
24

25 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and
26 remedying defective or unauthorized work, or work the Contractor failed or refused to
27 perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from
28 monies due, or to become due, the Contractor. Such direct and indirect costs shall include
29 in particular, but without limitation, compensation for additional professional services
30 required, and costs for repair and replacement of work of others destroyed or damaged by
31 correction, removal, or replacement of the Contractor's unauthorized work.
32

33 No adjustment in contract time or compensation will be allowed because of the delay in the
34 performance of the work attributable to the exercise of the Contracting Agency's rights
35 provided by this Section.
36

37 The rights exercised under the provisions of this section shall not diminish the Contracting
38 Agency's right to pursue any other avenue for additional remedy or damages with respect
39 to the Contractor's failure to perform the work as required.
40

41 **1-05.11 Final Inspection**

42
43 Delete this section and replace it with the following:
44

45 **1-05.11 Final Inspections and Operational Testing**

46 *(October 1, 2005 APWA GSP)*
47

48 **1-05.11(1) Substantial Completion Date**

49
50 When the Contractor considers the work to be substantially complete, the Contractor shall
51 so notify the Engineer and request the Engineer establish the Substantial Completion Date.
52 The Contractor's request shall list the specific items of work that remain to be completed

1 in order to reach physical completion. The Engineer will schedule an inspection of the work
2 with the Contractor to determine the status of completion. The Engineer may also establish
3 the Substantial Completion Date unilaterally.
4

5 If, after this inspection, the Engineer concurs with the Contractor that the work is
6 substantially complete and ready for its intended use, the Engineer, by written notice to the
7 Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer
8 does not consider the work substantially complete and ready for its intended use, the
9 Engineer will, by written notice, so notify the Contractor giving the reasons therefor.

10
11 Upon receipt of written notice concurring in or denying substantial completion, whichever
12 is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized
13 interruption, the work necessary to reach Substantial and Physical Completion. The
14 Contractor shall provide the Engineer with a revised schedule indicating when the
15 Contractor expects to reach substantial and physical completion of the work.
16

17 The above process shall be repeated until the Engineer establishes the Substantial
18 Completion Date and the Contractor considers the work physically complete and ready for
19 final inspection.
20

21 **1-05.11(2) Final Inspection and Physical Completion Date**

22

23 When the Contractor considers the work physically complete and ready for final inspection,
24 the Contractor by written notice, shall request the Engineer to schedule a final inspection.
25 The Engineer will set a date for final inspection. The Engineer and the Contractor will then
26 make a final inspection and the Engineer will notify the Contractor in writing of all particulars
27 in which the final inspection reveals the work incomplete or unacceptable. The Contractor
28 shall immediately take such corrective measures as are necessary to remedy the listed
29 deficiencies. Corrective work shall be pursued vigorously, diligently, and without
30 interruption until physical completion of the listed deficiencies. This process will continue
31 until the Engineer is satisfied the listed deficiencies have been corrected.
32

33 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the
34 written notice listing the deficiencies, the Engineer may, upon written notice to the
35 Contractor, take whatever steps are necessary to correct those deficiencies pursuant to
36 Section 1-05.7.

37 The Contractor will not be allowed an extension of contract time because of a delay in the
38 performance of the work attributable to the exercise of the Engineer's right hereunder.
39

40 Upon correction of all deficiencies, the Engineer will notify the Contractor and the
41 Contracting Agency, in writing, of the date upon which the work was considered physically
42 complete. That date shall constitute the Physical Completion Date of the contract, but shall
43 not imply acceptance of the work or that all the obligations of the Contractor under the
44 contract have been fulfilled.
45

46 **1-05.11(3) Operational Testing**

47

48 It is the intent of the Contracting Agency to have at the Physical Completion Date a
49 complete and operable system. Therefore when the work involves the installation of
50 machinery or other mechanical equipment; street lighting, electrical distribution or signal
51 systems; irrigation systems; buildings; or other similar work it may be desirable for the
52 Engineer to have the Contractor operate and test the work for a period of time after final
53 inspection but prior to the physical completion date. Whenever items of work are listed in
54 the Contract Provisions for operational testing they shall be fully tested under operating

1 conditions for the time period specified to ensure their acceptability prior to the Physical
2 Completion Date. During and following the test period, the Contractor shall correct any
3 items of workmanship, materials, or equipment which prove faulty, or that are not in first
4 class operating condition. Equipment, electrical controls, meters, or other devices and
5 equipment to be tested during this period shall be tested under the observation of the
6 Engineer, so that the Engineer may determine their suitability for the purpose for which
7 they were installed. The Physical Completion Date cannot be established until testing and
8 corrections have been completed to the satisfaction of the Engineer.

9
10 The costs for power, gas, labor, material, supplies, and everything else needed to
11 successfully complete operational testing, shall be included in the unit contract prices
12 related to the system being tested, unless specifically set forth otherwise in the proposal.

13
14 Operational and test periods, when required by the Engineer, shall not affect a
15 manufacturer's guaranties or warranties furnished under the terms of the contract.

16
17 **1-05.13 Superintendents, Labor and Equipment of Contractor**

18 *(August 14, 2013 APWA GSP)*

19
20 Delete the sixth and seventh paragraphs of this section.

21
22 **1-05.15 Method of Serving Notices**

23 *(March 25, 2009 APWA GSP)*

24
25 Revise the second paragraph to read:

26
27 All correspondence from the Contractor shall be directed to the Project Engineer. All
28 correspondence from the Contractor constituting any notification, notice of protest, notice of
29 dispute, or other correspondence constituting notification required to be furnished under the
30 Contract, must be in paper format, hand delivered or sent via mail delivery service to the
31 Project Engineer's office. Electronic copies such as e-mails or electronically delivered copies
32 of correspondence will not constitute such notice and will not comply with the requirements of
33 the Contract.

34
35 Add the following new section:

36
37 **1-05.16 Water and Power**

38 *(October 1, 2005 APWA GSP)*

39
40 The Contractor shall make necessary arrangements, and shall bear the costs for power
41 and water necessary for the performance of the work, unless the contract includes power
42 and water as a pay item.

43 **1-06 CONTROL OF MATERIAL**

44
45 **1-06.6 Recycled Materials**

46 *(January 4, 2016 APWA GSP)*

47
48 Delete this section, including its subsections, and replace it with the following:

49
50 The Contractor shall make their best effort to utilize recycled materials in the construction
51 of the project. Approval of such material use shall be as detailed elsewhere in the Standard
52 Specifications.

1 Prior to Physical Completion the Contractor shall report the quantity of recycled materials
2 that were utilized in the construction of the project for each of the items listed in Section 9-
3 03.21. The report shall include hot mix asphalt, recycled concrete aggregate, recycled
4 glass, steel furnace slag and other recycled materials (e.g. utilization of on-site material
5 and aggregates from concrete returned to the supplier). The Contractor’s report shall be
6 provided on DOT form 350-075 Recycled Materials Reporting.
7

8 **1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

9

10 **1-07.1 Laws to be Observed**
11 *(October 1, 2005 APWA GSP)*
12

13 Supplement this section with the following:
14

15 In cases of conflict between different safety regulations, the more stringent regulation shall
16 apply.
17

18 The Washington State Department of Labor and Industries shall be the sole and paramount
19 administrative agency responsible for the administration of the provisions of the
20 Washington Industrial Safety and Health Act of 1973 (WISHA).
21

22 The Contractor shall maintain at the project site office, or other well known place at the
23 project site, all articles necessary for providing first aid to the injured. The Contractor shall
24 establish, publish, and make known to all employees, procedures for ensuring immediate
25 removal to a hospital, or doctor’s care, persons, including employees, who may have been
26 injured on the project site. Employees should not be permitted to work on the project site
27 before the Contractor has established and made known procedures for removal of injured
28 persons to a hospital or a doctor’s care.
29

30 The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the
31 Contractor’s plant, appliances, and methods, and for any damage or injury resulting from
32 their failure, or improper maintenance, use, or operation. The Contractor shall be solely
33 and completely responsible for the conditions of the project site, including safety for all
34 persons and property in the performance of the work. This requirement shall apply
35 continuously, and not be limited to normal working hours. The required or implied duty of
36 the Engineer to conduct construction review of the Contractor’s performance does not, and
37 shall not, be intended to include review and adequacy of the Contractor’s safety measures
38 in, on, or near the project site.
39

40 **1-07.2 State Taxes**
41

42 Delete this section, including its sub-sections, in its entirety and replace it with the following:
43

44 **1-07.2 State Sales Tax**
45 *(June 27, 2011 APWA GSP)*
46

47 The Washington State Department of Revenue has issued special rules on the State sales
48 tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor
49 should contact the Washington State Department of Revenue for answers to questions in
50 this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid
51 on a misunderstood tax liability.
52

1 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract
2 amounts. In some cases, however, state retail sales tax will not be included. Section 1-
3 07.2(2) describes this exception.
4

5 The Contracting Agency will pay the retained percentage (or release the Contract Bond if
6 a FHWA-funded Project) only if the Contractor has obtained from the Washington State
7 Department of Revenue a certificate showing that all contract-related taxes have been paid
8 (RCW 60.28.051). The Contracting Agency may deduct from its payments to the
9 Contractor any amount the Contractor may owe the Washington State Department of
10 Revenue, whether the amount owed relates to this contract or not. Any amount so
11 deducted will be paid into the proper State fund.
12

13 **1-07.2(1) State Sales Tax — Rule 171**

14

15 WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets,
16 roads, etc., which are owned by a municipal corporation, or political subdivision of the state,
17 or by the United States, and which are used primarily for foot or vehicular traffic. This
18 includes storm or combined sewer systems within and included as a part of the street or
19 road drainage system and power lines when such are part of the roadway lighting system.
20 For work performed in such cases, the Contractor shall include Washington State Retail
21 Sales Taxes in the various unit bid item prices, or other contract amounts, including those
22 that the Contractor pays on the purchase of the materials, equipment, or supplies used or
23 consumed in doing the work.
24

25 **1-07.2(2) State Sales Tax — Rule 170**

26

27 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or
28 existing buildings, or other structures, upon real property. This includes, but is not limited
29 to, the construction of streets, roads, highways, etc., owned by the state of Washington;
30 water mains and their appurtenances; sanitary sewers and sewage disposal systems
31 unless such sewers and disposal systems are within, and a part of, a street or road
32 drainage system; telephone, telegraph, electrical power distribution lines, or other conduits
33 or lines in or above streets or roads, unless such power lines become a part of a street or
34 road lighting system; and installing or attaching of any article of tangible personal property
35 in or to real property, whether or not such personal property becomes a part of the realty
36 by virtue of installation.
37

38 For work performed in such cases, the Contractor shall collect from the Contracting
39 Agency, retail sales tax on the full contract price. The Contracting Agency will automatically
40 add this sales tax to each payment to the Contractor. For this reason, the Contractor shall
41 not include the retail sales tax in the unit bid item prices, or in any other contract amount
42 subject to Rule 170, with the following exception.
43

44 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor
45 or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or
46 consumable supplies not integrated into the project. Such sales taxes shall be included in
47 the unit bid item prices or in any other contract amount.
48

49 **1-07.2(3) Services**

50

51 The Contractor shall not collect retail sales tax from the Contracting Agency on any contract
52 wholly for professional or other services (as defined in Washington State Department of
53 Revenue Rules 138 and 244).
54

1
2 **1-07.18 Public Liability and Property Damage Insurance**

3
4 Delete this section in its entirety, and replace it with the following:

5
6 **1-07.18 Insurance**
7 *(January 4, 2016 APWA GSP)*

8
9 **1-07.18(1) General Requirements**

10 A. The Contractor shall procure and maintain the insurance described in all subsections of
11 section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating
12 of not less than A-: VII and licensed to do business in the State of Washington. The
13 Contracting Agency reserves the right to approve or reject the insurance provided, based
14 on the insurer's financial condition.

15
16 B. The Contractor shall keep this insurance in force without interruption from the
17 commencement of the Contractor's Work through the term of the Contract and for thirty
18 (30) days after the Physical Completion date, unless otherwise indicated below.

19
20 C. If any insurance policy is written on a claims made form, its retroactive date, and that of all
21 subsequent renewals, shall be no later than the effective date of this Contract. The policy
22 shall state that coverage is claims made, and state the retroactive date. Claims-made form
23 coverage shall be maintained by the Contractor for a minimum of 36 months following the
24 Completion Date or earlier termination of this Contract, and the Contractor shall annually
25 provide the Contracting Agency with proof of renewal. If renewal of the claims made form
26 of coverage becomes unavailable, or economically prohibitive, the Contractor shall
27 purchase an extended reporting period ("tail") or execute another form of guarantee
28 acceptable to the Contracting Agency to assure financial responsibility for liability for
29 services performed.

30
31 D. The Contractor's Automobile Liability, Commercial General Liability and Excess or
32 Umbrella Liability insurance policies shall be primary and non-contributory insurance as
33 respects the Contracting Agency's insurance, self-insurance, or self-insured pool
34 coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the
35 Contracting Agency shall be excess of the Contractor's insurance and shall not contribute
36 with it.

37
38 E. The Contractor shall provide the Contracting Agency and all additional insureds with written
39 notice of any policy cancellation, within two business days of their receipt of such notice.

40
41 F. The Contractor shall not begin work under the Contract until the required insurance has
42 been obtained and approved by the Contracting Agency

43
44 G. Failure on the part of the Contractor to maintain the insurance as required shall constitute
45 a material breach of contract, upon which the Contracting Agency may, after giving five
46 business days' notice to the Contractor to correct the breach, immediately terminate the
47 Contract or, at its discretion, procure or renew such insurance and pay any and all
48 premiums in connection therewith, with any sums so expended to be repaid to the
49 Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset
50 against funds due the Contractor from the Contracting Agency.

51
52 H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of
53 the Contract and no additional payment will be made.

1 **1-07.18(2) Additional Insured**

2 All insurance policies, with the exception of Workers Compensation, and of Professional
3 Liability and Builder's Risk (if required by this Contract) shall name the following listed entities
4 as additional insured(s) using the forms or endorsements required herein:

- 5 ▪ the Contracting Agency and its officers, elected officials, employees, agents, and
6 volunteers

7 The above-listed entities shall be additional insured(s) for the full available limits of liability
8 maintained by the Contractor, irrespective of whether such limits maintained by the Contractor
9 are greater than those required by this Contract, and irrespective of whether the Certificate of
10 Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those
11 maintained by the Contractor.

12
13 For Commercial General Liability insurance coverage, the required additional insured
14 endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations
15 and CG 20 37 10 01 for completed operations.

16
17 **1-07.18(3) Subcontractors**

18 The Contractor shall cause each Subcontractor of every tier to provide insurance coverage
19 that complies with all applicable requirements of the Contractor-provided insurance as set forth
20 herein, except the Contractor shall have sole responsibility for determining the limits of
21 coverage required to be obtained by Subcontractors.

22
23 The Contractor shall ensure that all Subcontractors of every tier add all entities listed in
24 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by that
25 section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10
26 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

27
28 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting
29 Agency evidence of insurance and copies of the additional insured endorsements of each
30 Subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.

31
32 **1-07.18(4) Verification of Coverage**

33 The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and
34 endorsements for each policy of insurance meeting the requirements set forth herein when the
35 Contractor delivers the signed Contract for the work. Failure of Contracting Agency to demand
36 such verification of coverage with these insurance requirements or failure of Contracting
37 Agency to identify a deficiency from the insurance documentation provided shall not be
38 construed as a waiver of Contractor's obligation to maintain such insurance.

39
40 Verification of coverage shall include:

- 41 1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
- 42 2. Copies of all endorsements naming Contracting Agency and all other entities listed in
43 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may
44 submit a copy of any blanket additional insured clause from its policies instead of a
45 separate endorsement.
- 46 3. Any other amendatory endorsements to show the coverage required herein.
- 47 4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these
48 requirements – actual endorsements must be submitted.

49
50 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting
51 Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is required

1 on this Project, a full and certified copy of that policy is required when the Contractor delivers
2 the signed Contract for the work.

3
4 **1-07.18(5) Coverages and Limits**

5 The insurance shall provide the minimum coverages and limits set forth below. Contractor's
6 maintenance of insurance, its scope of coverage, and limits as required herein shall not be
7 construed to limit the liability of the Contractor to the coverage provided by such insurance, or
8 otherwise limit the Contracting Agency's recourse to any remedy available at law or in equity.

9
10 All deductibles and self-insured retentions must be disclosed and are subject to approval by
11 the Contracting Agency. The cost of any claim payments falling within the deductible or self-
12 insured retention shall be the responsibility of the Contractor. In the event an additional insured
13 incurs a liability subject to any policy's deductibles or self-insured retention, said deductibles
14 or self-insured retention shall be the responsibility of the Contractor.

15
16 **1-07.18(5)A Commercial General Liability**

17 Commercial General Liability insurance shall be written on coverage forms at least as broad
18 as ISO occurrence form CG 00 01, including but not limited to liability arising from premises,
19 operations, stop gap liability, independent contractors, products-completed operations,
20 personal and advertising injury, and liability assumed under an insured contract. There shall
21 be no exclusion for liability arising from explosion, collapse or underground property damage.

22
23 The Commercial General Liability insurance shall be endorsed to provide a per project general
24 aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

25
26 Contractor shall maintain Commercial General Liability Insurance arising out of the
27 Contractor's completed operations for at least three years following Substantial Completion of
28 the Work.

29
30 Such policy must provide the following minimum limits:

| | | |
|----|-------------|---|
| 31 | \$1,000,000 | Each Occurrence |
| 32 | \$2,000,000 | General Aggregate |
| 33 | \$2,000,000 | Products & Completed Operations Aggregate |
| 34 | \$1,000,000 | Personal & Advertising Injury each offence |
| 35 | \$1,000,000 | Stop Gap / Employers' Liability each accident |

36
37 **1-07.18(5)B Automobile Liability**

38 Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be
39 written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the
40 transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48
41 endorsements.

42
43 Such policy must provide the following minimum limit:

| | | |
|----|-------------|-------------------------------------|
| 44 | \$1,000,000 | Combined single limit each accident |
|----|-------------|-------------------------------------|

45
46 **1-07.18(5)C Workers' Compensation**

47 The Contractor shall comply with Workers' Compensation coverage as required by the
48 Industrial Insurance laws of the State of Washington.

49 **1-08 Prosecution and Progress**

50
51 Add the following new section:

1 **1-08.0 Preliminary Matters**
2 (May 25, 2006 APWA GSP)

3
4 Add the following new section:

5 **1-08.0(1) Preconstruction Conference**
6 (October 10, 2008 APWA GSP)

7
8 Prior to the Contractor beginning the work, a preconstruction conference will be held
9 between the Contractor, the Engineer and such other interested parties as may be invited.
10 The purpose of the preconstruction conference will be:

- 11 1. To review the initial progress schedule;
- 12 2. To establish a working understanding among the various parties associated or affected
13 by the work;
- 14 3. To establish and review procedures for progress payment, notifications, approvals,
15 submittals, etc.;
- 16 4. To establish normal working hours for the work;
- 17 5. To review safety standards and traffic control; and
- 18 6. To discuss such other related items as may be pertinent to the work.

19
20 The Contractor shall prepare and submit at the preconstruction conference the following:

- 21 1. A breakdown of all lump sum items;
- 22 2. A preliminary schedule of working drawing submittals; and
- 23 3. A list of material sources for approval if applicable.

24
25 Add the following new section:

26
27 **1-08.0(2) Hours of Work**
28 (December 8, 2014 APWA GSP)

29
30 Except in the case of emergency or unless otherwise approved by the Engineer, the normal
31 working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m.
32 and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires
33 different than the normal working hours stated above, the request must be submitted in
34 writing prior to the preconstruction conference, subject to the provisions below. The
35 working hours for the Contract shall be established at or prior to the preconstruction
36 conference.

37
38 All working hours and days are also subject to local permit and ordinance conditions (such
39 as noise ordinances).

40
41 If the Contractor wishes to deviate from the established working hours, the Contractor shall
42 submit a written request to the Engineer for consideration. This request shall state what
43 hours are being requested, and why. Requests shall be submitted for review no later than
44 *** 2 *** prior to the day(s) the Contractor is requesting to change the hours.

45
46 If the Contracting Agency approves such a deviation, such approval may be subject to
47 certain other conditions, which will be detailed in writing. For example:

- 48 1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting
49 Agency for the costs in excess of straight-time costs for Contracting Agency
50 representatives who worked during such times. (The Engineer may require
51 designated representatives to be present during the work. Representatives who

1 may be deemed necessary by the Engineer include, but are not limited to: survey
2 crews; personnel from the Contracting Agency’s material testing lab; inspectors;
3 and other Contracting Agency employees or third party consultants when, in the
4 opinion of the Engineer, such work necessitates their presence.)

- 5 2. Considering the work performed on Saturdays, Sundays, and holidays as working
6 days with regard to the contract time.
- 7 3. Considering multiple work shifts as multiple working days with respect to contract
8 time even though the multiple shifts occur in a single 24-hour period.
- 9 4. If a 4-10 work schedule is requested and approved the non working day for the
10 week will be charged as a working day.
- 11 5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and
12 recorded properly on certified payroll

13
14 **1-08.1 Subcontracting**

15 *(December 19, 2019 APWA GSP, Option A)*
16

17 Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall
18 submit to the Engineer a certification (WSDOT Form 420-004) that a written agreement
19 between the Contractor and the subcontractor or between the subcontractor and any lower tier
20 subcontractor has been executed. This certification shall also guarantee that these subcontract
21 agreements include all the documents required by the Special Provision Federal Agency
22 Inspection.
23

24 A Subcontractor or lower tier Subcontractor will not be permitted to perform any work under
25 the contract until the following documents have been completed and submitted to the Engineer:
26

- 27 1. Request to Sublet Work (WSDOT Form 421-012), and
- 28 2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid
29 Projects (WSDOT Form 420-004).

30
31 The Contractor shall submit to the Engineer a completed Monthly Retainage Report (WSDOT
32 Form 272-065) within 15 calendar days after receipt of every monthly progress payment until
33 every Subcontractor and lower tier Subcontractor’s retainage has been released.
34

35 The ninth paragraph, beginning with “On all projects, ...” is revised to read:
36

37 The Contractor shall certify to the actual amount received from the Contracting Agency and
38 amounts paid to all firms that were used as Subcontractors, lower tier subcontractors,
39 manufacturers, regular dealers, or service providers on the Contract. This includes all
40 Disadvantaged, Minority, Small, Veteran or Women’s Business Enterprise firms. This
41 Certification shall be submitted to the Engineer on a monthly basis each month between
42 Execution of the Contract and Physical Completion of the Contract using the application
43 available at: <https://wsdot.diversitycompliance.com>. A monthly report shall be submitted for
44 every month between Execution of the Contract and Physical Completion regardless of
45 whether payments were made or work occurred.
46

47
48 **1-08.3 Progress Schedule**

49 **1-08.3(2)A Type A Progress Schedule**

50 *(March 13, 2012 APWA GSP)*
51
52

1 Revise this section to read:

2
3 The Contractor shall submit *** 5 *** copies of a Type A Progress Schedule no later than
4 at the preconstruction conference, or some other mutually agreed upon submittal time. The
5 schedule may be a critical path method (CPM) schedule, bar chart, or other standard
6 schedule format. Regardless of which format used, the schedule shall identify the critical
7 path. The Engineer will evaluate the Type A Progress Schedule and approve or return the
8 schedule for corrections within 15 calendar days of receiving the submittal.

9
10 **1-08.4 Prosecution of Work**

11
12 Delete this section and replace it with the following:

13
14 **1-08.4 Notice to Proceed and Prosecution of Work**
15 *(July 23, 2015 APWA GSP)*

16
17 Notice to Proceed will be given after the contract has been executed and the contract bond
18 and evidence of insurance have been approved and filed by the Contracting Agency. The
19 Contractor shall not commence with the work until the Notice to Proceed has been given
20 by the Engineer. The Contractor shall commence construction activities on the project site
21 within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The
22 Contractor shall diligently pursue the work to the physical completion date within the time
23 specified in the contract. Voluntary shutdown or slowing of operations by the Contractor
24 shall not relieve the Contractor of the responsibility to complete the work within the time(s)
25 specified in the contract.

26
27 When shown in the Plans, the first order of work shall be the installation of high visibility
28 fencing to delineate all areas for protection or restoration, as described in the Contract.
29 Installation of high visibility fencing adjacent to the roadway shall occur after the placement
30 of all necessary signs and traffic control devices in accordance with 1-10.1(2). Upon
31 construction of the fencing, the Contractor shall request the Engineer to inspect the fence.
32 No other work shall be performed on the site until the Contracting Agency has accepted
33 the installation of high visibility fencing, as described in the Contract.

34
35 **1-08.5 Time for Completion**

36 *(January 19, 2022 APWA GSP, Option A)*

37
38 Revise the third and fourth paragraphs to read:

39
40 Contract time shall begin on the first working day following the Notice to Proceed Date.

41
42 Each working day shall be charged to the contract as it occurs, until the contract work is
43 physically complete. If substantial completion has been granted and all the authorized
44 working days have been used, charging of working days will cease. Each week the
45 Engineer will provide the Contractor a statement that shows the number of working days:
46 (1) charged to the contract the week before; (2) specified for the physical completion of the
47 contract; and (3) remaining for the physical completion of the contract. The statement will
48 also show the nonworking days and any partial or whole day the Engineer declares as
49 unworkable. The statement will be identified as a Written Determination by the Engineer.
50 If the Contractor does not agree with the Written Determination of working days, the
51 Contractor shall pursue the protest procedures in accordance with Section 1-04.5. By
52 failing to follow the procedures of Section 1-04.5, the Contractor shall be deemed as having
53 accepted the statement as correct. If the Contractor is approved to work 10 hours a day
54 and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is

1 worked would ordinarily be charged as a working day then the fifth day of that week will be
2 charged as a working day whether or not the Contractor works on that day.

3
4 Revise the sixth paragraph to read:

5
6 The Engineer will give the Contractor written notice of the completion date of the contract
7 after all the Contractor's obligations under the contract have been performed by the
8 Contractor. The following events must occur before the Completion Date can be
9 established:

- 10 1. The physical work on the project must be complete; and
- 11 2. The Contractor must furnish all documentation required by the contract and required
12 by law, to allow the Contracting Agency to process final acceptance of the contract.
13 The following documents must be received by the Project Engineer prior to establishing
14 a completion date:
 - 15 a. Certified Payrolls (per Section 1-07.9(5)).
 - 16 b. Material Acceptance Certification Documents
 - 17 c. Monthly Reports of Amounts Credited as DBE Participation, as required by the
18 Contract Provisions.
 - 19 d. Final Contract Voucher Certification
 - 20 e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and
21 all Subcontractors
 - 22 f. A copy of the Notice of Termination sent to the Washington State Department of
23 Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the
24 Notice of Termination by Ecology; and no rejection of the Notice of Termination by
25 Ecology. This requirement will not apply if the Construction Stormwater General
26 Permit is transferred back to the Contracting Agency in accordance with Section 8-
27 01.3(16).
 - 28 g. Property owner releases per Section 1-07.24

29
30
31 Section 1-08.5 is supplemented with the following:

32
33 (March 13, 1995 WSDOT GSP)

34 This project shall be physically completed within *** 25 *** working days.

35
36 **1-08.9 Liquidated Damages**

37 (*March 3, 2021 APWA GSP, Option B*)

38
39 Revise the second and third paragraphs to read:

40
41 Accordingly, the Contractor agrees:

- 42
- 43 1. To pay (according to the following formula) liquidated damages for each
44 working day beyond the number of working days established for Physical
45 Completion, and
- 46
- 47 2. To authorize the Engineer to deduct these liquidated damages from any money
48 due or coming due to the Contractor.
- 49

50 **Liquidated Damages Formula**

51
52 $LD=0.15C/T$

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18

Where:

LD = liquidated damages per working day (rounded to the nearest dollar)
C = original Contract amount
T = original time for Physical Completion

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, the formula for liquidated damages shown 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

19 **1-09 MEASUREMENT AND PAYMENT**

20
21
22
23

1-09.9 Payments (January 19, 2022 APWA GSP)

24
25

Section 1-09.9 is revised to read:

26
27
28

The basis of payment will be the actual quantities of Work performed according to the Contract and as specified for payment.

29
30
31
32
33
34
35

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.

36
37
38
39

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.

40
41
42
43
44
45
46

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.

47
48
49

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.

- 1 2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum
2 breakdown for that item, or absent such a breakdown, based on the Engineer's
3 determination.
- 4 3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or
5 other storage area approved by the Engineer.
- 6 4. Change Orders — entitlement for approved extra cost or completed extra work as
7 determined by the Engineer.

8
9 Progress payments will be made in accordance with the progress estimate less:

- 10 1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
- 11 2. The amount of progress payments previously made; and
- 12 3. Funds withheld by the Contracting Agency for disbursement in accordance with the
13 Contract Documents.

14
15 Progress payments for work performed shall not be evidence of acceptable performance
16 or an admission by the Contracting Agency that any work has been satisfactorily
17 completed. The determination of payments under the contract will be final in accordance
18 with Section 1-05.1.

19
20 Failure to perform any of the obligations under the Contract by the Contractor may be
21 decreed by the Contracting Agency to be adequate reason for withholding any payments
22 until compliance is achieved.

23
24 Upon completion of all Work and after final inspection (Section 1-05.11), the amount due
25 the Contractor under the Contract will be paid based upon the final estimate made by the
26 Engineer and presentation of a Final Contract Voucher Certification to be signed by the
27 Contractor. The Contractor's signature on such voucher shall be deemed a release of all
28 claims of the Contractor unless a Certified Claim is filed in accordance with the
29 requirements of Section 1-09.11 and is expressly excepted from the Contractor's
30 certification on the Final Contract Voucher Certification. The date the Contracting Agency
31 signs the Final Contract Voucher Certification constitutes the final acceptance date
32 (Section 1-05.12).

33
34 If the Contractor fails, refuses, or is unable to sign and return the Final Contract Voucher
35 Certification or any other documentation required for completion and final acceptance of
36 the Contract, the Contracting Agency reserves the right to establish a Completion Date (for
37 the purpose of meeting the requirements of RCW 60.28) and unilaterally accept the
38 Contract. Unilateral final acceptance will occur only after the Contractor has been provided
39 the opportunity, by written request from the Engineer, to voluntarily submit such
40 documents. If voluntary compliance is not achieved, formal notification of the impending
41 establishment of a Completion Date and unilateral final acceptance will be provided by
42 email with delivery confirmation from the Contracting Agency to the Contractor, which will
43 provide 30 calendar days for the Contractor to submit the necessary documents. The 30
44 calendar day period will begin on the date the email with delivery confirmation is received
45 by the Contractor. The date the Contracting Agency unilaterally signs the Final Contract
46 Voucher Certification shall constitute the Completion Date and the final acceptance date
47 (Section 1-05.12). The reservation by the Contracting Agency to unilaterally accept the
48 Contract will apply to Contracts that are Physically Completed in accordance with Section
49 1-08.5, or for Contracts that are terminated in accordance with Section 1-08.10. Unilateral
50 final acceptance of the Contract by the Contracting Agency does not in any way relieve the

1 Contractor of their responsibility to comply with all Federal, State, tribal, or local laws,
2 ordinances, and regulations that affect the Work under the Contract.

3 Payment to the Contractor of partial estimates, final estimates, and retained percentages
4 shall be subject to controlling laws.
5

6 **1-09.9 Payments**

7 *(March 13, 2012 APWA GSP)*
8

9 Supplement this section with the following:
10

11 Lump sum item breakdowns are not required when the bid price for the lump sum item is
12 less than \$20,000.
13

14 **1-09.11(3) Time Limitation and Jurisdiction**

15 *(November 30, 2018 APWA GSP)*
16

17 Revise this section to read:
18

19 For the convenience of the parties to the Contract it is mutually agreed by the parties that
20 any claims or causes of action which the Contractor has against the Contracting Agency
21 arising from the Contract shall be brought within 180 calendar days from the date of final
22 acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further
23 agreed that any such claims or causes of action shall be brought only in the Superior Court
24 of the county where the Contracting Agency headquarters is located, provided that where
25 an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.
26 The parties understand and agree that the Contractor's failure to bring suit within the time
27 period provided, shall be a complete bar to any such claims or causes of action. It is further
28 mutually agreed by the parties that when any claims or causes of action which the
29 Contractor asserts against the Contracting Agency arising from the Contract are filed with
30 the Contracting Agency or initiated in court, the Contractor shall permit the Contracting
31 Agency to have timely access to any records deemed necessary by the Contracting Agency
32 to assist in evaluating the claims or action.
33

34 **1-09.13(3)A Arbitration General**

35 *(January 19, 2022 APWA GSP)*
36

37 Revise the third paragraph to read:
38

39 The Contracting Agency and the Contractor mutually agree to be bound by the decision of
40 the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in
41 the Superior Court of the county in which the Contracting Agency's headquarters is located,
42 provided that where claims subject to arbitration are asserted against a county, RCW
43 36.01.050 shall control venue and jurisdiction of the Superior Court. The decision of the
44 arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use
45 the Contract as a basis for decisions.
46

47 **1-09.13(4) Venue for Litigation**

48 *(January 19, 2022 APWA GSP)*
49

50 Revise this section to read:
51

52 Litigation shall be brought in the Superior Court of the county in which the Contracting
53 Agency's headquarters is located, provided that where claims are asserted against a
54 county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. It is

1 mutually agreed by the parties that when litigation occurs, the Contractor shall permit the
2 Contracting Agency to have timely access to any records deemed necessary by the
3 Contracting Agency to assist in evaluating the claims or action.
4

5 **DIVISION 8 - MISCELLANEOUS CONSTRUCTION**

6 **8-22 Pavement Marking**

7
8 **8-22.3(3)E, Installation**

9 (*****)

10 Supplement the first paragraph with the following:

- 11
- 12 7. Minimum equipment for application of all painted lines shall consist of an approved
- 13 traffic line paint spraying machine, truck type chassis mounted, capable of placing 3
- 14 simultaneous traffic marking lines, two color, and overlay beads all lines, equipped
- 15 with flashing, revolving warning lights and adequate signs to direct traffic as to
- 16 passing maneuver requirements.
- 17 8. Protect wet paint from traffic until thoroughly dry.

18
19 Revise the first sentence of the fourth paragraph to read:

20
21 One application of paint will be required to complete all paint markings. The application rate
22 shall be 15 mil.

23
24 **8-22.4, Measurement**

25 (*****)

26 Replace the first paragraph with the following:

27
28 Center line, no pass line, center line with no pass line, double center line, double lane line,
29 edge line, solid lane line, dotted lane line, dotted extension line, lane line, reversible lane line,
30 and two-way left-turn center line will be measured by the completed linear mile as "Paint Center
31 Line", "Paint Edge line", and "Paint Lane/Gore Line".

32
33 **8-22.5, Payment**

34 (*****)

35 Supplement the section with the following:

- 36
- 37 "Paint Center Line," per linear mile
- 38 "Paint Edge line," per linear mile
- 39 "Paint Lane/Gore Line", per linear mile

40
41 Replace the last paragraph with the following:

42
43 The unit Contract price for the aforementioned Bid items shall be full payment for furnishing all
44 labor, tools, materials, equipment, and traffic control necessary or incidental to the completion
45 of the work specified herein.

46 **APPENDICES**

47 *(January 2, 2012 WSDOT GSP)*

48
49 The following appendices are attached and made a part of this contract:
50

1 ***

2 **APPENDIX A**
3 State Wage Rates

4
5 **APPENDIX B**
6 Road Listing

7
8 **APPENDIX C**
9 BST Map

10 ***

11
12
13 **(January 10, 2022)**
14 **STANDARD PLANS**

15 The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-
16 01, effective September 13, 2021, is made a part of this contract.

17
18 The Standard Plans are revised as follows:

19
20 B-90.40
21 Valve Detail – DELETED

22
23 C-8
24 DELETED

25
26 C-8A
27 DELETED

28
29 C-20.10
30 Note 1: “Refer to Standard Plan C-1b and C-20.11 for additional details not shown on this
31 plan.” is revised to read: “Refer to Standard Plan C-1b for additional details not shown on
32 this plan.”

33
34 C-60.10
35 Sheet 1, ADD Note: NOTE: STEEL WELDED WIRE REINFORCEMENT DEFORMED
36 FOR CONCRETE MAY BE SUBSTITUTED FOR REINFORCING STEEL IN
37 ACCORDANCE WITH STANDARD SPECIFICATION, SECTION 6-10.3

38
39 Sheet 2, New Note 5: The connecting pin may be fabricated with a forged head as shown
40 on Standard Plan C-60.15.”

41
42 C-60.80
43 DELETED

44
45 C-85.16
46 DELETED

47
48 C-85.20
49 DELETED

50
51 D-10.10

1 Wall Type 1 may be used if no traffic barrier is attached on top of the wall. Walls with traffic
2 barriers attached on top of the wall are considered non-standard and shall be designed in
3 accordance with the current WSDOT Bridge Design Manual (BDM) and the revisions
4 stated in the 11/3/15 Bridge Design memorandum.

5
6 D-10.15

7 Wall Type 2 may be used if no traffic barrier is attached on top of the wall. Walls with traffic
8 barriers attached on top of the wall are considered non-standard and shall be designed in
9 accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge
10 Design memorandum.

11
12 D-10.30

13 Wall Type 5 may be used in all cases.

14
15 D-10.35

16 Wall Type 6 may be used in all cases.

17
18 D-10.40

19 Wall Type 7 may be used if no traffic barrier is attached on top of the wall. Walls with traffic
20 barriers attached on top of the wall are considered non-standard and shall be designed in
21 accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge
22 Design memorandum.

23
24 D-10.45

25 Wall Type 8 may be used if no traffic barrier is attached on top of the wall. Walls with traffic
26 barriers attached on top of the wall are considered non-standard and shall be designed in
27 accordance with the current WSDOT BDM and the revisions stated in the revisions stated
28 in the 11/3/15 Bridge Design memorandum.

29
30 D-15.10

31 STD Plans D-15 series “Traffic Barrier Details for Reinforced Concrete Retaining Walls”
32 are withdrawn. Special designs in accordance with the current WSDOT BDM are required
33 in place of these STD Plans.

34
35 D-15.20

36 STD Plans D-15 series “Traffic Barrier Details for Reinforced Concrete Retaining Walls”
37 are withdrawn. Special designs in accordance with the current WSDOT BDM are required
38 in place of these STD Plans.

39
40 D-15.30

41 STD Plans D-15 series “Traffic Barrier Details for Reinforced Concrete Retaining Walls”
42 are withdrawn. Special designs in accordance with the current WSDOT BDM are required
43 in place of these STD Plans.

44
45 G-90.11

46 DELETED

47
48 G-90.40

49 DELETED

50
51 J-10.16

52 Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

53
54 J-10.17

1 Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

2
3 J-10.18

4 Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

5
6 J-20.26

7 Add Note 1, "1. One accessible pedestrian pushbutton station per pedestrian pushbutton
8 post."

9
10 J-20.16

11 View A, callout, was – LOCK NIPPLE, is revised to read; CHASE NIPPLE

12
13 J-21.10

14 Sheet 1, Elevation View, Round Concrete Foundation Detail, callout – "ANCHOR BOLTS
15 ~ 3/4" (IN) x 30" (IN) FULL THREAD ~ THREE REQ'D. PER ASSEMBLY" IS REVISED TO
16 READ: "ANCHOR BOLTS ~ 3/4" (IN) x 30" (IN) FULL THREAD ~ FOUR REQ'D. PER
17 ASSEMBLY"

18 Sheet 1 of 2, Elevation view (Round), add dimension depicting the distance from the top
19 of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR.. Delete "(TYP.)" from
20 the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find
21 2 # 4 reinf. Bar.

22 Sheet 1 of 2, Elevation view (Square), add dimension depicting the distance from the top
23 of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from
24 the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find
25 1 # 4 reinf. Bar.

26 Sheet 2 of 2, Elevation view (Round), add dimension depicting the distance from the top
27 of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from
28 the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find
29 2 # 4 reinf. Bar.

30 Sheet 2 of 2, Elevation view (Square), add dimension depicting the distance from the top
31 of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from
32 the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find
33 1 # 4 reinf. Bar.

34 Detail F, callout, "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping
35 Bolts (see Note 3)" is revised to read; "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam.
36 Torque Clamping Bolts (see Note 1)"

37 Detail F, callout, "3/4" (IN) x 2' – 6" Anchor Bolt (TYP.) ~ Four Required (See Note 4)" is
38 revised to read; "3/4" (IN) x 2' – 6" Anchor Bolt (TYP.) ~ Three Required (See Note 2)"

39
40 J-21.15

41 Partial View, callout, was – LOCK NIPPLE ~ 1 1/2" DIAM., is revised to read; CHASE
42 NIPPLE ~ 1 1/2" (IN) DIAM.

43
44 J-21.16

45 Detail A, callout, was – LOCKNIPPLE, is revised to read; CHASE NIPPLE

46
47 J-22.15

48 Ramp Meter Signal Standard, elevation, dimension 4' - 6" is revised to read; 6'-0"
49 (2x) Detail A, callout, was – LOCK NIPPLE ~ 1 1/2" DIAM. is revised to read; CHASE
50 NIPPLE ~ 1 1/2" (IN) DIAM.

51
52 J-40.10

1 Sheet 2 of 2, Detail F, callout, "12 – 13 x 1 ½" S.S. PENTA HEAD BOLT AND 12" S. S.
 2 FLAT WASHER" is revised to read; "12 – 13 x 1 ½" S.S. PENTA HEAD BOLT AND 1/2"
 3 (IN) S. S. FLAT WASHER"
 4

5 J-40.36

6 Note 1, second sentence; "Finish shall be # 2B for backbox and # 4 for the cover." Is
 7 revised to read; "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and
 8 Pickled) for the cover.
 9

10 J-40.37

11 Note 1, second sentence; "Finish shall be # 2B for backbox and # 4 for the cover." Is
 12 revised to read; "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and
 13 Pickled) for the cover.
 14

15 J-75.20

16 Key Notes, note 16, second bullet point, was: "1/2" (IN) x 0.45" (IN) Stainless Steel Bands",
 17 add the following to the end of the note: "Alternate: Stainless steel cable with stainless
 18 steel ends, nuts, bolts, and washers may be used in place of stainless steel bands and
 19 associated hardware."
 20

21 The following are the Standard Plan numbers applicable at the time this project was
 22 advertised. The date shown with each plan number is the publication approval date shown
 23 in the lower right-hand corner of that plan. Standard Plans showing different dates shall
 24 not be used in this contract.
 25

| | | |
|------------------------|-------------------------|-------------------------|
| 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-40.00-00.....8/11/09 | 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-40.50-02.....12/23/14 | A-60.40-00.....8/31/07 |

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|------------------------|------------------------|------------------------|
| 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-75.50-01.....6/10/08 |
| B-5.60-02.....1/26/17 | B-30.70-04.....2/27/18 | B-75.60-00.....6/8/06 |
| B-10.20-02.....3/2/18 | B-30.80-01.....2/27/18 | B-80.20-00.....6/8/06 |
| B-10.40-02.....8/17/21 | B-30.90-02.....1/26/17 | B-80.40-00.....6/1/06 |
| B-10.70-02.....8/17/21 | B-35.20-00.....6/8/06 | B-85.10-01.....6/10/08 |
| B-15.20-01.....2/7/12 | B-35.40-00.....6/8/06 | B-85.20-00.....6/1/06 |
| B-15.40-01.....2/7/12 | B-40.20-00.....6/1/06 | B-85.30-00.....6/1/06 |
| B-15.60-02.....1/26/17 | B-40.40-02.....1/26/17 | B-85.40-00.....6/8/06 |
| B-20.20-02.....3/16/12 | B-45.20-01.....7/11/17 | B-85.50-01.....6/10/08 |
| B-20.40-04.....2/27/18 | B-45.40-01.....7/21/17 | B-90.10-00.....6/8/06 |
| B-20.60-03.....3/15/12 | B-50.20-00.....6/1/06 | B-90.20-00.....6/8/06 |
| B-25.20-02.....2/27/18 | B-55.20-03.....8/17/21 | B-90.30-00.....6/8/06 |
| B-25.60-02.....2/27/18 | B-60.20-02.....9/9/20 | B-90.40-01.....1/26/17 |
| B-30.05-00.....9/9/20 | B-60.40-01.....2/27/18 | B-90.50-00.....6/8/06 |
| B-30.10-03.....2/27/18 | B-65.20-01.....4/26/12 | B-95.20-02.....8/17/21 |
| B-30.15-00.....2/27/18 | B-65.40-00.....6/1/06 | B-95.40-01.....6/28/18 |
| B-30.20-04.....2/27/18 | B-70.20-00.....6/1/06 | |
| B-30.30-03.....2/27/18 | B-70.60-01.....1/26/17 | |
| B-30.40-03.....2/27/18 | | |

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|-----------------|----------|-----------------|---------|-----------------|---------|
| C-1..... | 9/9/20 | C-22.16-07..... | 9/16/20 | C-60.70-00..... | 9/24/20 |
| C-1b..... | 9/9/20 | C-22.40-08..... | 9/16/20 | C-60.80-00..... | 8/17/21 |
| C-1d..... | 10/31/03 | C-22.45-05..... | 9/16/20 | C-70.15-00..... | 8/17/21 |
| C-2c..... | 8/12/19 | C-23.60-04..... | 7/21/17 | C-70.10-03..... | 8/20/21 |
| C-4f..... | 8/12/19 | C-24.10-02..... | 8/12/19 | C-75.10-02..... | 9/16/20 |
| C-6a..... | 10/14/09 | C-25.20-07..... | 8/20/21 | C-75.20-03..... | 8/20/21 |
| C-7..... | 6/16/11 | C-25.22-06..... | 8/20/21 | C-75.30-03..... | 8/20/21 |
| C-7a..... | 6/16/11 | C-25.26-05..... | 8/20/21 | C-80.10-02..... | 9/16/20 |
| C-8..... | 2/10/09 | C-25.30-01..... | 8/20/21 | C-80.20-01..... | 6/11/14 |
| C-8a..... | 7/25/97 | C-25.80-05..... | 8/12/19 | C-80.30-02..... | 8/20/21 |
| C-20.10-07..... | 8/20/21 | C-60.10-01..... | 9/24/20 | C-80.40-01..... | 6/11/14 |
| C-20.14-04..... | 8/12/19 | C-60.15-00..... | 8/17/21 | C-85.10-00..... | 4/8/12 |
| C-20.15-02..... | 6/11/14 | C-60.20-00..... | 9/24/20 | C-85.11-01..... | 9/16/20 |
| C-20.18-03..... | 8/12/19 | C-60.30-01..... | 8/17/21 | C-85.15-02..... | 8/27/21 |
| C-20.40-08..... | 8/20/21 | C-60.40-00..... | 8/17/21 | C-85.18-02..... | 8/20/21 |
| C-20.41-03..... | 8/20/21 | C-60.45-00..... | 8/17/21 | | |
| C-20.42-05..... | 7/14/15 | C-60.50-00..... | 8/17/21 | | |
| C-20.45.02..... | 8/12/19 | C-60.60-00..... | 8/17/21 | | |

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|----------------|----------|----------------|----------|-----------------|---------|
| D-2.04-00..... | 11/10/05 | D-2.80-00..... | 11/10/05 | D-10.10-01..... | 12/2/08 |
| D-2.06-01..... | 1/6/09 | D-2.84-00..... | 11/10/05 | D-10.15-01..... | 12/2/08 |
| D-2.08-00..... | 11/10/05 | D-2.88-00..... | 11/10/05 | D-10.20-01..... | 8/7/19 |
| D-2.32-00..... | 11/10/05 | D-2.92-00..... | 11/10/05 | D-10.25-01..... | 8/7/19 |
| D-2.34-01..... | 1/6/09 | D-3.09-00..... | 5/17/12 | D-10.30-00..... | 7/8/08 |
| D-2.36-03..... | 6/11/14 | D-3.10-01..... | 5/29/13 | D-10.35-00..... | 7/8/08 |
| D-2.46-02..... | 8/13/21 | D-3.11-03..... | 6/11/14 | D-10.40-01..... | 12/2/08 |
| D-2.60-00..... | 11/10/05 | D-3.15-02..... | 6/10/13 | D-10.45-01..... | 12/2/08 |
| D-2.62-00..... | 11/10/05 | D-3.16-02..... | 5/29/13 | | |
| D-2.64-01..... | 1/6/09 | D-3.17-02..... | 5/9/16 | | |
| D-2.66-00..... | 11/10/05 | D-4..... | 12/11/98 | | |
| D-2.68-00..... | 11/10/05 | D-6..... | 6/19/98 | | |

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| E-1..... | 2/21/07 | E-4..... | 8/27/03 |
| E-2..... | 5/29/98 | E-4a..... | 8/27/03 |

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|-----------------|----------|-----------------|---------|-----------------|---------|
| 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-10.18-02..... | 9/24/20 | F-30.10-04..... | 9/25/20 | F-45.10-03..... | 8/13/21 |
| 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 | | |

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|-----------------|---------|-----------------|---------|
| G-10.10-00..... | 9/20/07 | G-26.10-00..... | 7/31/19 |
| G-20.10-03..... | 8/20/21 | G-30.10-04..... | 6/23/15 |
| G-22.10-04..... | 6/28/18 | G-50.10-03..... | 6/28/18 |
| G-24.10-00..... | 11/8/07 | G-90.10-03..... | 7/11/17 |
| G-24.20-01..... | 2/7/12 | G-90.20-05..... | 7/11/17 |
| G-24.30-02..... | 6/28/18 | G-90.30-04..... | 7/11/17 |
| G-24.40-07..... | 6/28/18 | G-95.10-02..... | 6/28/18 |
| G-24.50-05..... | 8/7/19 | G-95.20-03..... | 6/28/18 |
| G-24.60-05..... | 6/28/18 | G-95.30-03..... | 6/28/18 |
| G-25.10-05..... | 9/16/20 | | |

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|-----------------|--------|-----------------|---------|-----------------|---------|
| 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

I-30.10-02.....3/22/13

I-30.30-02.....6/12/19

I-50.20-01.....6/10/13

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-10.....7/18/97

J-28.40-02.....6/11/14

J-60.13-00.....6/16/10

J-10.10-04.....9/16/20

J-28.42-01.....6/11/14

J-60.14-01.....7/31/19

J-10.12-00.....9/16/20

J-28.43-01.....6/28/18

J-75.10-02.....7/10/15

J-10.14-00.....9/16/20

J-28.45-03.....7/21/16

J-75.20-01.....7/10/15

J-10.15-01.....6/11/14

J-28.50-03.....7/21/16

J-75.30-02.....7/10/15

J-10.16-02.....8/18/21

J-28.60-03.....8/27/21

J-75.41-01.....6/29/16

J-10.17-02.....8/18/21

J-28.70-03.....7/21/17

J-75.45-02.....6/1/16

J-10.18-02.....8/18/21

J-29.10-01.....7/21/16

J-80.10-01.....8/18/21

J-10.20-04.....8/18/21

J-29.15-01.....7/21/16

J-80.12-00.....8/18/21

J-10.21-02.....8/18/21

J-29.16-02.....7/21/16

J-80.15-00.....6/28/18

J-10.22-02.....8/18/21

J-30.10-00.....6/18/15

J-81.10-02.....8/18/21

J-10.25-00.....7/11/17

J-40.05-00.....7/21/16

J-81.12-00.....9/3/21

J-12.15-00.....6/28/18

J-40.10-04.....4/28/16

J-86.10-00.....6/28/18

J-12.16-00.....6/28/18

J-40.20-03.....4/28/16

J-90.10-03.....6/28/18

J-15.10-01.....6/11/14

J-40.30-04.....4/28/16

J-90.20-03.....6/28/18

J-15.15-02.....7/10/15

J-40.35-01.....5/29/13

J-90.21-02.....6/28/18

J-20.10-04.....7/31/19

J-40.36-02.....7/21/17

J-90.50-00.....6/28/18

J-20.11-03.....7/31/19

J-40.37-02.....7/21/17

J-20.15-03.....6/30/14

J-40.38-01.....5/20/13

J-20.16-02.....6/30/14

J-40.39-00.....5/20/13

J-20.20-02.....5/20/13

J-40.40-02.....7/31/19

J-20.26-01.....7/12/12

J-45.36-00.....7/21/17

J-21.10-04.....6/30/14

J-50.05-00.....7/21/17

J-21.15-01.....6/10/13

J-50.10-01.....7/31/19

J-21.16-01.....6/10/13

J-50.11-02.....7/31/19

J-21.17-01.....6/10/13

J-50.12-02.....8/7/19

J-21.20-01.....6/10/13

J-50.13-00.....8/22/19

J-22.15-02.....7/10/15

J-50.15-01.....7/21/17

J-22.16-03.....7/10/15

J-50.16-01.....3/22/13

J-26.10-03.....7/21/16

J-50.18-00.....8/7/19

J-26.15-01.....5/17/12

J-50.19-00.....8/7/19

J-26.20-01.....6/28/18

J-50.20-00.....6/3/11

J-27.10-01.....7/21/16

J-50.25-00.....6/3/11

J-27.15-00.....3/15/12

J-50.30-00.....6/3/11

J-28.10-02.....8/7/19

J-60.05-01.....7/21/16

J-28.22-00.....8/07/07

J-60.11-00.....5/20/13

J-28.24-02.....9/16/20

J-60.12-00.....5/20/13

J-28.26-01.....12/02/08

J-28.30-03.....6/11/14

K-70.20-01.....6/1/16

K-80.35-01.....9/16/20

K-80.10-02.....9/25/20

K-80.37-01.....9/16/20

K-80.20-00.....12/20/06

K-80.32-00.....8/17/21

K-80.34-00.....8/17/21

| | | |
|------------------------|------------------------|-------------------------|
| L-10.10-02.....6/21/12 | L-40.15-01.....6/16/11 | L-70.10-01.....5/21/08 |
| L-20.10-03.....7/14/15 | L-40.20-02.....6/21/12 | L-70.20-01.....5/21/08 |
| L-30.10-02.....6/11/14 | | |
| M-1.20-04.....9/25/20 | M-11.10-03.....8/7/19 | M-40.20-00.....10/12/07 |
| M-1.40-03.....9/25/20 | M-12.10-02.....9/25/20 | M-40.30-01.....7/11/17 |
| M-1.60-03.....9/25/20 | M-15.10-01.....2/6/07 | M-40.40-00.....9/20/07 |
| M-1.80-03.....6/3/11 | M-17.10-02.....7/3/08 | M-40.50-00.....9/20/07 |
| M-2.20-03.....7/10/15 | M-20.10-03.....9/25/20 | M-40.60-00.....9/20/07 |
| M-2.21-00.....7/10/15 | M-20.20-02.....4/20/15 | M-60.10-01.....6/3/11 |
| M-3.10-04.....9/25/20 | M-20.30-04.....2/29/16 | M-60.20-03.....8/17/21 |
| M-3.20-03.....9/25/20 | M-20.40-03.....6/24/14 | M-65.10-03.....8/17/21 |
| M-3.30-04.....9/25/20 | M-20.50-02.....6/3/11 | M-80.10-01.....6/3/11 |
| M-3.40-04.....9/25/20 | M-24.20-02.....4/20/15 | M-80.20-00.....6/10/08 |
| M-3.50-03.....9/25/20 | M-24.40-02.....4/20/15 | M-80.30-00.....6/10/08 |
| M-5.10-03.....9/25/20 | M-24.60-04.....6/24/14 | |
| M-7.50-01.....1/30/07 | M-24.65-00.....7/11/17 | |
| M-9.50-02.....6/24/14 | M-24.66-00.....7/11/17 | |
| M-9.60-00.....2/10/09 | M-40.10-03.....6/24/14 | |

APPENDIX A

STATE WAGE RATES

For Construction of:

2022 Pavement Marking

C.E. 2134 SMP

PUBLIC WORKS
DEPARTMENT

Bid No. CB 22-13



**REQUIRED CONTRACT PROVISIONS - STATE DEPARTMENT OF LABOR
AND INDUSTRIES**

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 March 3rd, 2022.

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 Benton County Public Services Building, 102206 East Wisner 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

APPENDIX B

ROAD LISTING

For Construction of:

2022 Pavement Marking

C.E. 2134 SMP

PUBLIC WORKS
DEPARTMENT

Bid No. CB 22-13



BENTON COUNTY

STRIPING TOTALS

| STRIPING TOTALS | | | | | | | | |
|--------------------------------|----------------|---------------|--------------|-------------------|-----------------------------|---------------|----------------------------------|---------------|
| Center Line - Yellow (15 mils) | | | | | Edge Line - White (15 mils) | | Lane/Gore Line - White (15 mils) | |
| Skip | Double No Pass | Right No Pass | Left No Pass | Two-Way Left Turn | Continuous 4" | Continuous 8" | Continuous 4" | Continuous 8" |
| 202.21 | 103.36 | 57.30 | 55.23 | 2.14 | 459.01 | 4.09 | 0.00 | 0.15 |
| Total Center Line | | | | | Total Edge Line | | Total Lane Line | |
| 420.2 | | | | | 463.1 | | 0.2 | |

| BST1 - STRIPING TOTALS | | | | | | | | |
|--------------------------------|----------------|---------------|--------------|-------------------|-----------------------------|---------------|----------------------------------|---------------|
| Center Line - Yellow (15 mils) | | | | | Edge Line - White (15 mils) | | Lane/Gore Line - White (15 mils) | |
| Skip | Double No Pass | Right No Pass | Left No Pass | Two-Way Left Turn | Continuous 4" | Continuous 8" | Continuous 4" | Continuous 8" |
| 39.01 | 16.67 | 12.29 | 12.60 | 0.00 | 80.83 | 0.00 | 0.00 | 0.00 |
| Total Center Line | | | | | Total Edge Line | | Total Lane Line | |
| 80.6 | | | | | 80.8 | | 0.0 | |

| BST2 - STRIPING TOTALS | | | | | | | | |
|--------------------------------|----------------|---------------|--------------|-------------------|-----------------------------|---------------|----------------------------------|---------------|
| Center Line - Yellow (15 mils) | | | | | Edge Line - White (15 mils) | | Lane/Gore Line - White (15 mils) | |
| Skip | Double No Pass | Right No Pass | Left No Pass | Two-Way Left Turn | Continuous 4" | Continuous 8" | Continuous 4" | Continuous 8" |
| 35.85 | 12.91 | 12.05 | 11.95 | 0.00 | 65.97 | 0.00 | 0.00 | 0.00 |
| Total Center Line | | | | | Total Edge Line | | Total Lane Line | |
| 72.8 | | | | | 66.0 | | 0.0 | |

| BST3 - STRIPING TOTALS | | | | | | | | |
|--------------------------------|----------------|---------------|--------------|-------------------|-----------------------------|---------------|----------------------------------|---------------|
| Center Line - Yellow (15 mils) | | | | | Edge Line - White (15 mils) | | Lane/Gore Line - White (15 mils) | |
| Skip | Double No Pass | Right No Pass | Left No Pass | Two-Way Left Turn | Continuous 4" | Continuous 8" | Continuous 4" | Continuous 8" |
| 21.08 | 13.89 | 6.72 | 7.57 | 0.00 | 25.85 | 0.00 | 0.00 | 0.00 |
| Total Center Line | | | | | Total Edge Line | | Total Lane Line | |
| 49.3 | | | | | 25.9 | | 0.0 | |

| BST4 - STRIPING TOTALS | | | | | | | | |
|--------------------------------|----------------|---------------|--------------|-------------------|-----------------------------|---------------|----------------------------------|---------------|
| Center Line - Yellow (15 mils) | | | | | Edge Line - White (15 mils) | | Lane/Gore Line - White (15 mils) | |
| Skip | Double No Pass | Right No Pass | Left No Pass | Two-Way Left Turn | Continuous 4" | Continuous 8" | Continuous 4" | Continuous 8" |
| 21.18 | 15.32 | 3.52 | 2.53 | 0.00 | 49.02 | 4.09 | 0.00 | 0.00 |
| Total Center Line | | | | | Total Edge Line | | Total Lane Line | |
| 42.5 | | | | | 53.1 | | 0.0 | |

| BST5 - STRIPING TOTALS | | | | | | | | |
|--------------------------------|----------------|---------------|--------------|-------------------|-----------------------------|---------------|----------------------------------|---------------|
| Center Line - Yellow (15 mils) | | | | | Edge Line - White (15 mils) | | Lane/Gore Line - White (15 mils) | |
| Skip | Double No Pass | Right No Pass | Left No Pass | Two-Way Left Turn | Continuous 4" | Continuous 8" | Continuous 4" | Continuous 8" |
| 15.31 | 13.08 | 7.47 | 6.43 | 0.00 | 53.50 | 0.00 | 0.00 | 0.00 |
| Total Center Line | | | | | Total Edge Line | | Total Lane Line | |
| 42.3 | | | | | 53.5 | | 0.0 | |

BENTON COUNTY STRIPING TOTALS

| BST6 - STRIPING TOTALS | | | | | | | | |
|--------------------------------|----------------|---------------|--------------|-------------------|-----------------------------|---------------|----------------------------------|---------------|
| Center Line - Yellow (15 mils) | | | | | Edge Line - White (15 mils) | | Lane/Gore Line - White (15 mils) | |
| Skip | Double No Pass | Right No Pass | Left No Pass | Two-Way Left Turn | Continuous 4" | Continuous 8" | Continuous 4" | Continuous 8" |
| 27.91 | 14.93 | 4.32 | 3.77 | 1.57 | 75.67 | 0.00 | 0.00 | 0.05 |
| Total Center Line | | | | | Total Edge Line | | Total Lane Line | |
| 52.5 | | | | | 75.7 | | 0.1 | |

| BST7 - STRIPING TOTALS | | | | | | | | |
|--------------------------------|----------------|---------------|--------------|-------------------|-----------------------------|---------------|----------------------------------|---------------|
| Center Line - Yellow (15 mils) | | | | | Edge Line - White (15 mils) | | Lane/Gore Line - White (15 mils) | |
| Skip | Double No Pass | Right No Pass | Left No Pass | Two-Way Left Turn | Continuous 4" | Continuous 8" | Continuous 4" | Continuous 8" |
| 41.87 | 16.57 | 10.93 | 10.37 | 0.57 | 108.17 | 0.00 | 0.00 | 0.10 |
| Total Center Line | | | | | Total Edge Line | | Total Lane Line | |
| 80.3 | | | | | 108.2 | | 0.1 | |

Master Road List

| Road Number | Road Name | BMP | EMP | Total Miles | Center | Edge | Lane | FFC | BST Area | Maintenance Area |
|-------------|---------------|---------|---------|-------------|--------|------|------|-----|----------|------------------|
| 20360 | APRICOT RD | 0.6390 | 0.7440 | 0.1050 | DNP | | | 09 | BST1 | Western County |
| 20360 | APRICOT RD | 0.7660 | 0.8590 | 0.0930 | DNP | | | 09 | BST1 | Western County |
| 15100 | BENNETT AVE | 0.0100 | 0.9020 | 0.8920 | SK | C4 | | 17 | BST1 | Western County |
| 15650 | BERT JAMES RD | 5.9980 | 6.3710 | 0.3730 | RNP | | | 08 | BST1 | Western County |
| 15650 | BERT JAMES RD | 6.3710 | 6.4190 | 0.0480 | DNP | | | 08 | BST1 | Western County |
| 15650 | BERT JAMES RD | 6.4190 | 6.4930 | 0.0740 | LNP | | | 08 | BST1 | Western County |
| 15650 | BERT JAMES RD | 6.4930 | 6.6870 | 0.1940 | DNP | | | 08 | BST1 | Western County |
| 15650 | BERT JAMES RD | 6.6870 | 6.7760 | 0.0890 | RNP | | | 08 | BST1 | Western County |
| 15650 | BERT JAMES RD | 6.7760 | 6.7790 | 0.0030 | DNP | | | 08 | BST1 | Western County |
| 15650 | BERT JAMES RD | 6.7790 | 6.9050 | 0.1260 | LNP | | | 08 | BST1 | Western County |
| 15650 | BERT JAMES RD | 6.9050 | 7.2250 | 0.3200 | SK | | | 08 | BST1 | Western County |
| 15650 | BERT JAMES RD | 7.2250 | 7.5240 | 0.2990 | RNP | | | 08 | BST1 | Western County |
| 15650 | BERT JAMES RD | 7.5240 | 7.5980 | 0.0740 | DNP | | | 08 | BST1 | Western County |
| 15650 | BERT JAMES RD | 7.5980 | 7.6750 | 0.0770 | RNP | | | 08 | BST1 | Western County |
| 15650 | BERT JAMES RD | 7.6750 | 7.9230 | 0.2480 | DNP | | | 08 | BST1 | Western County |
| 15650 | BERT JAMES RD | 7.9230 | 8.0100 | 0.0870 | RNP | | | 08 | BST1 | Western County |
| 15650 | BERT JAMES RD | 8.0100 | 8.0300 | 0.0200 | SK | | | 08 | BST1 | Western County |
| 15650 | BERT JAMES RD | 8.0300 | 8.0950 | 0.0650 | LNP | | | 08 | BST1 | Western County |
| 15650 | BERT JAMES RD | 8.0950 | 8.1110 | 0.0160 | DNP | | | 08 | BST1 | Western County |
| 15650 | BERT JAMES RD | 8.1110 | 8.1390 | 0.0280 | RNP | | | 08 | BST1 | Western County |
| 15650 | BERT JAMES RD | 8.1530 | 8.2740 | 0.1210 | RNP | | | 08 | BST1 | Western County |
| 15650 | BERT JAMES RD | 8.2740 | 8.2830 | 0.0090 | DNP | | | 08 | BST1 | Western County |
| 15650 | BERT JAMES RD | 8.2830 | 8.3710 | 0.0880 | LNP | | | 08 | BST1 | Western County |
| 15650 | BERT JAMES RD | 8.3710 | 8.3830 | 0.0120 | DNP | | | 08 | BST1 | Western County |
| 15650 | BERT JAMES RD | 8.3830 | 8.4560 | 0.0730 | RNP | | | 08 | BST1 | Western County |
| 15650 | BERT JAMES RD | 8.4560 | 8.4760 | 0.0200 | DNP | | | 08 | BST1 | Western County |
| 15650 | BERT JAMES RD | 8.4760 | 8.5360 | 0.0600 | LNP | | | 08 | BST1 | Western County |
| 15650 | BERT JAMES RD | 8.5360 | 8.5990 | 0.0630 | DNP | | | 08 | BST1 | Western County |
| 15650 | BERT JAMES RD | 8.5990 | 8.7200 | 0.1210 | LNP | | | 08 | BST1 | Western County |
| 15650 | BERT JAMES RD | 8.7200 | 8.7620 | 0.0420 | SK | | | 08 | BST1 | Western County |
| 15650 | BERT JAMES RD | 8.7620 | 8.9310 | 0.1690 | RNP | | | 08 | BST1 | Western County |
| 15650 | BERT JAMES RD | 8.9310 | 8.9340 | 0.0030 | DNP | | | 08 | BST1 | Western County |
| 15650 | BERT JAMES RD | 8.9340 | 9.0620 | 0.1280 | LNP | | | 08 | BST1 | Western County |
| 15650 | BERT JAMES RD | 9.0620 | 9.0830 | 0.0210 | SK | | | 08 | BST1 | Western County |
| 15650 | BERT JAMES RD | 9.0830 | 9.1970 | 0.1140 | RNP | | | 08 | BST1 | Western County |
| 15650 | BERT JAMES RD | 9.1970 | 9.2000 | 0.0030 | DNP | | | 08 | BST1 | Western County |
| 15650 | BERT JAMES RD | 9.2000 | 9.3340 | 0.1340 | LNP | | | 08 | BST1 | Western County |
| 15650 | BERT JAMES RD | 9.3340 | 9.9200 | 0.5860 | SK | | | 08 | BST1 | Western County |
| 15650 | BERT JAMES RD | 9.9200 | 10.0200 | 0.1000 | RNP | | | 08 | BST1 | Western County |
| 15650 | BERT JAMES RD | 10.0200 | 10.0500 | 0.0300 | SK | | | 08 | BST1 | Western County |
| 15650 | BERT JAMES RD | 10.0500 | 10.1580 | 0.1080 | LNP | | | 08 | BST1 | Western County |
| 15650 | BERT JAMES RD | 10.1580 | 10.2260 | 0.0680 | SK | | | 08 | BST1 | Western County |
| 14960 | BYRON RD | 0.0000 | 0.2020 | 0.2020 | SK | | | 09 | BST1 | Western County |
| 14960 | BYRON RD | 0.2020 | 0.2530 | 0.0510 | RNP | | | 09 | BST1 | Western County |
| 14960 | BYRON RD | 0.2530 | 0.4320 | 0.1790 | DNP | | | 09 | BST1 | Western County |
| 14960 | BYRON RD | 0.4320 | 0.6130 | 0.1810 | LNP | | | 09 | BST1 | Western County |
| 14960 | BYRON RD | 0.6130 | 1.0950 | 0.4820 | SK | | | 09 | BST1 | Western County |
| 14960 | BYRON RD | 1.0950 | 1.2100 | 0.1150 | RNP | | | 09 | BST1 | Western County |
| 14960 | BYRON RD | 1.2200 | 1.2440 | 0.0240 | DNP | | | 09 | BST1 | Western County |

Master Road List

| Road Number | Road Name | BMP | EMP | Total Miles | Center | Edge | Lane | FFC | BST Area | Maintenance Area |
|-------------|----------------|--------|--------|-------------|--------|------|------|-----|----------|------------------|
| 14960 | BYRON RD | 1.2540 | 1.6760 | 0.4220 | DNP | | | 09 | BST1 | Western County |
| 14960 | BYRON RD | 1.6760 | 1.7740 | 0.0980 | LNP | | | 09 | BST1 | Western County |
| 14960 | BYRON RD | 1.7740 | 1.9700 | 0.1960 | SK | | | 09 | BST1 | Western County |
| 14960 | BYRON RD | 1.9700 | 2.1030 | 0.1330 | LNP | | | 09 | BST1 | Western County |
| 14960 | BYRON RD | 2.1030 | 2.1140 | 0.0110 | DNP | | | 09 | BST1 | Western County |
| 14960 | BYRON RD | 2.1140 | 2.3010 | 0.1870 | RNP | | | 09 | BST1 | Western County |
| 14960 | BYRON RD | 2.3010 | 2.4270 | 0.1260 | DNP | | | 09 | BST1 | Western County |
| 14960 | BYRON RD | 2.4270 | 2.5100 | 0.0830 | SK | | | 09 | BST1 | Western County |
| 14960 | BYRON RD | 2.5100 | 2.6120 | 0.1020 | LNP | | | 09 | BST1 | Western County |
| 14960 | BYRON RD | 2.6120 | 2.7070 | 0.0950 | DNP | | | 09 | BST1 | Western County |
| 14960 | BYRON RD | 2.7070 | 2.7790 | 0.0720 | RNP | | | 09 | BST1 | Western County |
| 14960 | BYRON RD | 2.7790 | 2.8450 | 0.0660 | SK | | | 09 | BST1 | Western County |
| 14960 | BYRON RD | 2.7790 | 2.8450 | 0.0660 | SK | | | 17 | BST1 | Western County |
| 14960 | BYRON RD | 2.8450 | 2.9510 | 0.1060 | LNP | | | 17 | BST1 | Western County |
| 14960 | BYRON RD | 2.9510 | 3.0120 | 0.0610 | SK | | | 17 | BST1 | Western County |
| 14960 | BYRON RD | 3.0120 | 3.1160 | 0.1040 | RNP | | | 17 | BST1 | Western County |
| 14960 | BYRON RD | 3.1160 | 3.2100 | 0.0940 | SK | | | 17 | BST1 | Western County |
| 14960 | BYRON RD | 3.2100 | 3.3730 | 0.1630 | LNP | | | 17 | BST1 | Western County |
| 14960 | BYRON RD | 3.3730 | 3.6500 | 0.2770 | SK | | | 17 | BST1 | Western County |
| 20100 | COUNTY LINE RD | 1.7120 | 1.8470 | 0.1350 | DNP | | | 08 | BST1 | Western County |
| 20100 | COUNTY LINE RD | 1.8550 | 1.9710 | 0.1160 | DNP | | | 08 | BST1 | Western County |
| 21030 | COUNTY RT 12 | 0.0000 | 1.6260 | 1.6260 | SK | C4 | | 07 | BST1 | Western County |
| 21030 | COUNTY RT 12 | 1.6470 | 2.7800 | 1.1330 | SK | C4 | | 07 | BST1 | Western County |
| 21030 | COUNTY RT 12 | 2.7800 | 2.9160 | 0.1360 | RNP | C4 | | 07 | BST1 | Western County |
| 21030 | COUNTY RT 12 | 2.9160 | 2.9900 | 0.0740 | DNP | C4 | | 07 | BST1 | Western County |
| 21030 | COUNTY RT 12 | 2.9900 | 3.1100 | 0.1200 | LNP | C4 | | 07 | BST1 | Western County |
| 21030 | COUNTY RT 12 | 3.1100 | 3.2030 | 0.0930 | SK | C4 | | 07 | BST1 | Western County |
| 21030 | COUNTY RT 12 | 3.2030 | 3.3010 | 0.0980 | RNP | C4 | | 07 | BST1 | Western County |
| 21030 | COUNTY RT 12 | 3.3010 | 3.3400 | 0.0390 | DNP | C4 | | 07 | BST1 | Western County |
| 21030 | COUNTY RT 12 | 3.3530 | 3.6560 | 0.3030 | DNP | C4 | | 07 | BST1 | Western County |
| 21030 | COUNTY RT 12 | 3.6680 | 3.7920 | 0.1240 | DNP | C4 | | 17 | BST1 | Western County |
| 21030 | COUNTY RT 12 | 3.7920 | 3.9640 | 0.1720 | LNP | C4 | | 17 | BST1 | Western County |
| 21030 | COUNTY RT 12 | 3.9640 | 3.9930 | 0.0290 | DNP | C4 | | 17 | BST1 | Western County |
| 21030 | COUNTY RT 12 | 3.9930 | 4.5800 | 0.5870 | SK | C4 | | 17 | BST1 | Western County |
| 23000 | EVANS RD | 0.0090 | 0.1430 | 0.1340 | RNP | | | 09 | BST1 | Western County |
| 23000 | EVANS RD | 0.1430 | 0.1470 | 0.0040 | DNP | | | 09 | BST1 | Western County |
| 23000 | EVANS RD | 0.1470 | 0.2190 | 0.0720 | LNP | | | 09 | BST1 | Western County |
| 23000 | EVANS RD | 0.2190 | 0.4110 | 0.1920 | SK | | | 09 | BST1 | Western County |
| 23000 | EVANS RD | 0.4110 | 0.4880 | 0.0770 | RNP | | | 09 | BST1 | Western County |
| 23000 | EVANS RD | 0.4880 | 0.8080 | 0.3200 | DNP | | | 09 | BST1 | Western County |
| 23000 | EVANS RD | 0.8080 | 0.9000 | 0.0920 | LNP | | | 09 | BST1 | Western County |
| 23000 | EVANS RD | 0.9000 | 1.0570 | 0.1570 | SK | | | 09 | BST1 | Western County |
| 23000 | EVANS RD | 1.0760 | 1.1660 | 0.0900 | SK | | | 09 | BST1 | Western County |
| 23000 | EVANS RD | 1.1660 | 1.2310 | 0.0650 | RNP | | | 09 | BST1 | Western County |
| 23000 | EVANS RD | 1.2310 | 1.2460 | 0.0150 | DNP | | | 09 | BST1 | Western County |
| 23000 | EVANS RD | 1.2460 | 1.3160 | 0.0700 | LNP | | | 09 | BST1 | Western County |
| 23000 | EVANS RD | 1.3160 | 1.3610 | 0.0450 | DNP | | | 09 | BST1 | Western County |
| 23000 | EVANS RD | 1.3610 | 1.4210 | 0.0600 | RNP | | | 09 | BST1 | Western County |
| 23000 | EVANS RD | 1.4210 | 1.4800 | 0.0590 | LNP | | | 09 | BST1 | Western County |

Master Road List

| Road Number | Road Name | BMP | EMP | Total Miles | Center | Edge | Lane | FFC | BST Area | Maintenance Area |
|-------------|------------|--------|--------|-------------|--------|------|------|-----|----------|------------------|
| 23000 | EVANS RD | 1.4800 | 2.0540 | 0.5740 | SK | | | 09 | BST1 | Western County |
| 23000 | EVANS RD | 2.0660 | 3.1660 | 1.1000 | DNP | | | 09 | BST1 | Western County |
| 20250 | GRIFFIN RD | 2.5220 | 2.6310 | 0.1090 | DNP | | | 08 | BST1 | Western County |
| 20250 | GRIFFIN RD | 2.6400 | 2.7370 | 0.0970 | DNP | | | 08 | BST1 | Western County |
| 20250 | GRIFFIN RD | 3.9120 | 4.1610 | 0.2490 | SK | | | 08 | BST1 | Western County |
| 20250 | GRIFFIN RD | 4.1610 | 4.3210 | 0.1600 | RNP | | | 08 | BST1 | Western County |
| 20250 | GRIFFIN RD | 4.3210 | 4.3570 | 0.0360 | SK | | | 08 | BST1 | Western County |
| 20250 | GRIFFIN RD | 4.3570 | 4.4110 | 0.0540 | LNP | | | 08 | BST1 | Western County |
| 20250 | GRIFFIN RD | 4.4240 | 4.4920 | 0.0680 | LNP | C4 | | 08 | BST1 | Western County |
| 20250 | GRIFFIN RD | 4.4920 | 5.2530 | 0.7610 | SK | C4 | | 08 | BST1 | Western County |
| 20250 | GRIFFIN RD | 5.2530 | 5.3690 | 0.1160 | RNP | C4 | | 08 | BST1 | Western County |
| 20250 | GRIFFIN RD | 5.3690 | 5.4160 | 0.0470 | DNP | C4 | | 08 | BST1 | Western County |
| 20250 | GRIFFIN RD | 5.4290 | 5.9120 | 0.4830 | DNP | C4 | | 08 | BST1 | Western County |
| 20250 | GRIFFIN RD | 5.9120 | 6.0160 | 0.1040 | LNP | C4 | | 08 | BST1 | Western County |
| 20250 | GRIFFIN RD | 6.0160 | 6.0840 | 0.0680 | DNP | C4 | | 08 | BST1 | Western County |
| 20250 | GRIFFIN RD | 6.0840 | 6.1160 | 0.0320 | RNP | C4 | | 08 | BST1 | Western County |
| 20250 | GRIFFIN RD | 6.1160 | 6.2100 | 0.0940 | SK | C4 | | 08 | BST1 | Western County |
| 20250 | GRIFFIN RD | 6.2100 | 6.3470 | 0.1370 | LNP | C4 | | 08 | BST1 | Western County |
| 20250 | GRIFFIN RD | 6.3470 | 6.4300 | 0.0830 | SK | C4 | | 08 | BST1 | Western County |
| 20250 | GRIFFIN RD | 6.4510 | 6.5630 | 0.1120 | SK | C4 | | 08 | BST1 | Western County |
| 20250 | GRIFFIN RD | 6.5630 | 6.6890 | 0.1260 | RNP | C4 | | 08 | BST1 | Western County |
| 20250 | GRIFFIN RD | 6.6890 | 6.7230 | 0.0340 | SK | C4 | | 08 | BST1 | Western County |
| 20250 | GRIFFIN RD | 6.7230 | 6.7530 | 0.0300 | LNP | C4 | | 08 | BST1 | Western County |
| 20250 | GRIFFIN RD | 6.7530 | 6.8630 | 0.1100 | DNP | C4 | | 08 | BST1 | Western County |
| 20250 | GRIFFIN RD | 6.8630 | 6.9410 | 0.0780 | SK | C4 | | 08 | BST1 | Western County |
| 20250 | GRIFFIN RD | 6.9410 | 7.0410 | 0.1000 | LNP | C4 | | 08 | BST1 | Western County |
| 20250 | GRIFFIN RD | 7.0410 | 7.1890 | 0.1480 | DNP | C4 | | 08 | BST1 | Western County |
| 20250 | GRIFFIN RD | 7.1890 | 7.2250 | 0.0360 | LNP | C4 | | 08 | BST1 | Western County |
| 20250 | GRIFFIN RD | 7.2250 | 7.2400 | 0.0150 | LNP | | | 08 | BST1 | Western County |
| 20250 | GRIFFIN RD | 7.2570 | 7.3580 | 0.1010 | DNP | C4 | | 08 | BST1 | Western County |
| 20250 | GRIFFIN RD | 7.3580 | 7.4380 | 0.0800 | LNP | C4 | | 08 | BST1 | Western County |
| 20250 | GRIFFIN RD | 7.4380 | 7.6400 | 0.2020 | SK | | | 08 | BST1 | Western County |
| 20250 | GRIFFIN RD | 7.4380 | 7.6400 | 0.2020 | SK | | | 09 | BST1 | Western County |
| 20250 | GRIFFIN RD | 7.6400 | 7.8430 | 0.2030 | RNP | | | 09 | BST1 | Western County |
| 20250 | GRIFFIN RD | 7.8430 | 7.9450 | 0.1020 | DNP | | | 09 | BST1 | Western County |
| 22220 | HANKS RD | 0.0070 | 0.0090 | 0.0020 | RNP | C4 | | 08 | BST1 | Western County |
| 22220 | HANKS RD | 0.0090 | 0.1960 | 0.1870 | RNP | C4 | | 08 | BST1 | Western County |
| 22220 | HANKS RD | 0.1960 | 0.2010 | 0.0050 | DNP | C4 | | 08 | BST1 | Western County |
| 22220 | HANKS RD | 0.2010 | 0.3630 | 0.1620 | LNP | C4 | | 08 | BST1 | Western County |
| 22220 | HANKS RD | 0.3630 | 0.3670 | 0.0040 | DNP | C4 | | 08 | BST1 | Western County |
| 22220 | HANKS RD | 0.3670 | 0.4860 | 0.1190 | RNP | C4 | | 08 | BST1 | Western County |
| 22220 | HANKS RD | 0.4860 | 0.5240 | 0.0380 | DNP | C4 | | 08 | BST1 | Western County |
| 22220 | HANKS RD | 0.5240 | 0.6510 | 0.1270 | LNP | C4 | | 08 | BST1 | Western County |
| 22220 | HANKS RD | 0.6510 | 0.8000 | 0.1490 | SK | C4 | | 08 | BST1 | Western County |
| 22220 | HANKS RD | 0.8000 | 0.9370 | 0.1370 | RNP | C4 | | 08 | BST1 | Western County |
| 22220 | HANKS RD | 0.9370 | 1.0350 | 0.0980 | DNP | C4 | | 08 | BST1 | Western County |
| 22220 | HANKS RD | 1.0350 | 1.1220 | 0.0870 | RNP | C4 | | 08 | BST1 | Western County |
| 22220 | HANKS RD | 1.1220 | 1.1710 | 0.0490 | SK | C4 | | 08 | BST1 | Western County |
| 22220 | HANKS RD | 1.1710 | 1.3630 | 0.1920 | LNP | C4 | | 08 | BST1 | Western County |

Master Road List

| Road Number | Road Name | BMP | EMP | Total Miles | Center | Edge | Lane | FFC | BST Area | Maintenance Area |
|-------------|--------------|---------|---------|-------------|--------|------|------|-----|----------|------------------|
| 22220 | HANKS RD | 1.3630 | 1.8750 | 0.5120 | SK | C4 | | 08 | BST1 | Western County |
| 22220 | HANKS RD | 1.8750 | 1.9600 | 0.0850 | LNP | C4 | | 08 | BST1 | Western County |
| 22220 | HANKS RD | 1.9600 | 2.0120 | 0.0520 | SK | C4 | | 08 | BST1 | Western County |
| 22220 | HANKS RD | 2.0280 | 2.1430 | 0.1150 | RNP | C4 | | 08 | BST1 | Western County |
| 22220 | HANKS RD | 2.1430 | 2.1960 | 0.0530 | DNP | C4 | | 08 | BST1 | Western County |
| 22220 | HANKS RD | 2.1960 | 2.4030 | 0.2070 | LNP | C4 | | 08 | BST1 | Western County |
| 22220 | HANKS RD | 2.4030 | 2.4450 | 0.0420 | DNP | C4 | | 08 | BST1 | Western County |
| 22220 | HANKS RD | 2.4450 | 3.0090 | 0.5640 | SK | C4 | | 08 | BST1 | Western County |
| 22220 | HANKS RD | 3.0090 | 3.0120 | 0.0030 | SK | C4 | | 08 | BST1 | Western County |
| 13700 | HORRIGAN RD | 9.4560 | 9.5740 | 0.1180 | RNP | | | 08 | BST1 | Western County |
| 13700 | HORRIGAN RD | 9.5950 | 9.7080 | 0.1130 | LNP | | | 08 | BST1 | Western County |
| 13700 | HORRIGAN RD | 9.7080 | 9.8550 | 0.1470 | SK | | | 08 | BST1 | Western County |
| 13700 | HORRIGAN RD | 9.8550 | 9.9670 | 0.1120 | RNP | | | 08 | BST1 | Western County |
| 13700 | HORRIGAN RD | 9.9670 | 10.0030 | 0.0360 | DNP | | | 08 | BST1 | Western County |
| 13700 | HORRIGAN RD | 10.0030 | 10.0930 | 0.0900 | LNP | | | 08 | BST1 | Western County |
| 13700 | HORRIGAN RD | 10.0930 | 10.1570 | 0.0640 | SK | | | 08 | BST1 | Western County |
| 13700 | HORRIGAN RD | 10.1570 | 10.2770 | 0.1200 | RNP | | | 08 | BST1 | Western County |
| 13700 | HORRIGAN RD | 10.2770 | 10.3130 | 0.0360 | SK | | | 08 | BST1 | Western County |
| 13700 | HORRIGAN RD | 10.3130 | 10.4440 | 0.1310 | LNP | | | 08 | BST1 | Western County |
| 13700 | HORRIGAN RD | 10.4440 | 10.6770 | 0.2330 | SK | | | 08 | BST1 | Western County |
| 13700 | HORRIGAN RD | 10.6770 | 10.8000 | 0.1230 | RNP | | | 08 | BST1 | Western County |
| 13700 | HORRIGAN RD | 10.8000 | 10.8030 | 0.0030 | DNP | | | 08 | BST1 | Western County |
| 13700 | HORRIGAN RD | 10.8030 | 10.9210 | 0.1180 | LNP | | | 08 | BST1 | Western County |
| 13700 | HORRIGAN RD | 10.9210 | 11.1800 | 0.2590 | SK | | | 08 | BST1 | Western County |
| 13700 | HORRIGAN RD | 11.1800 | 11.2800 | 0.1000 | RNP | | | 08 | BST1 | Western County |
| 13700 | HORRIGAN RD | 11.2800 | 12.4740 | 1.1940 | SK | | | 08 | BST1 | Western County |
| 20460 | KING TULL RD | 0.0070 | 1.0080 | 1.0010 | SK | | | 08 | BST1 | Western County |
| 20460 | KING TULL RD | 0.0070 | 1.0080 | 1.0010 | SK | | | 18 | BST1 | Western County |
| 20460 | KING TULL RD | 1.0180 | 1.4160 | 0.3980 | SK | | | 18 | BST1 | Western County |
| 20460 | KING TULL RD | 1.5340 | 1.6080 | 0.0740 | DNP | | | 18 | BST1 | Western County |
| 20460 | KING TULL RD | 1.6200 | 1.7580 | 0.1380 | DNP | | | 08 | BST1 | Western County |
| 20460 | KING TULL RD | 1.7580 | 1.8640 | 0.1060 | LNP | | | 08 | BST1 | Western County |
| 20460 | KING TULL RD | 1.8640 | 2.0600 | 0.1960 | SK | | | 08 | BST1 | Western County |
| 20460 | KING TULL RD | 2.0660 | 2.7950 | 0.7290 | SK | | | 08 | BST1 | Western County |
| 20460 | KING TULL RD | 2.7950 | 2.8510 | 0.0560 | RNP | | | 08 | BST1 | Western County |
| 20460 | KING TULL RD | 2.8510 | 3.0590 | 0.2080 | DNP | | | 08 | BST1 | Western County |
| 22560 | LEMLEY RD | 0.0120 | 0.5850 | 0.5730 | SK | | | 09 | BST1 | Western County |
| 22560 | LEMLEY RD | 0.5850 | 0.7110 | 0.1260 | RNP | | | 09 | BST1 | Western County |
| 22560 | LEMLEY RD | 0.7110 | 0.8060 | 0.0950 | DNP | | | 09 | BST1 | Western County |
| 22560 | LEMLEY RD | 0.8060 | 0.8760 | 0.0700 | RNP | | | 09 | BST1 | Western County |
| 22560 | LEMLEY RD | 0.8760 | 0.8800 | 0.0040 | DNP | | | 09 | BST1 | Western County |
| 22560 | LEMLEY RD | 0.8800 | 0.9450 | 0.0650 | LNP | | | 09 | BST1 | Western County |
| 22560 | LEMLEY RD | 0.9450 | 0.9900 | 0.0450 | SK | | | 09 | BST1 | Western County |
| 22560 | LEMLEY RD | 1.0050 | 1.1710 | 0.1660 | SK | | | 09 | BST1 | Western County |
| 22560 | LEMLEY RD | 1.1710 | 1.2310 | 0.0600 | RNP | | | 09 | BST1 | Western County |
| 22560 | LEMLEY RD | 1.2310 | 1.2350 | 0.0040 | DNP | | | 09 | BST1 | Western County |
| 22560 | LEMLEY RD | 1.2350 | 1.4000 | 0.1650 | LNP | | | 09 | BST1 | Western County |
| 22560 | LEMLEY RD | 1.4000 | 1.5040 | 0.1040 | SK | | | 09 | BST1 | Western County |
| 22560 | LEMLEY RD | 1.5040 | 1.6210 | 0.1170 | RNP | | | 09 | BST1 | Western County |

Master Road List

| Road Number | Road Name | BMP | EMP | Total Miles | Center | Edge | Lane | FFC | BST Area | Maintenance Area |
|-------------|---------------------|--------|--------|-------------|--------|------|------|-----|----------|------------------|
| 22560 | LEMLEY RD | 1.6210 | 1.6370 | 0.0160 | DNP | | | 09 | BST1 | Western County |
| 22560 | LEMLEY RD | 1.6370 | 1.7700 | 0.1330 | LNP | | | 09 | BST1 | Western County |
| 22560 | LEMLEY RD | 1.7700 | 1.7730 | 0.0030 | DNP | | | 09 | BST1 | Western County |
| 22560 | LEMLEY RD | 1.7730 | 1.9440 | 0.1710 | RNP | | | 09 | BST1 | Western County |
| 22560 | LEMLEY RD | 1.9440 | 2.3590 | 0.4150 | DNP | | | 09 | BST1 | Western County |
| 22640 | MCCREADIE RD | 0.0060 | 0.0860 | 0.0800 | LNP | | | 08 | BST1 | Western County |
| 22640 | MCCREADIE RD | 0.0860 | 0.1900 | 0.1040 | SK | | | 08 | BST1 | Western County |
| 22640 | MCCREADIE RD | 0.1900 | 0.2880 | 0.0980 | RNP | | | 08 | BST1 | Western County |
| 22640 | MCCREADIE RD | 0.2880 | 0.4480 | 0.1600 | DNP | | | 08 | BST1 | Western County |
| 22640 | MCCREADIE RD | 0.4480 | 0.5070 | 0.0590 | RNP | | | 08 | BST1 | Western County |
| 22640 | MCCREADIE RD | 0.5070 | 0.5110 | 0.0040 | DNP | | | 08 | BST1 | Western County |
| 22640 | MCCREADIE RD | 0.5110 | 0.5850 | 0.0740 | LNP | | | 08 | BST1 | Western County |
| 22640 | MCCREADIE RD | 0.5850 | 0.6860 | 0.1010 | SK | | | 08 | BST1 | Western County |
| 22640 | MCCREADIE RD | 0.6860 | 0.8180 | 0.1320 | RNP | | | 08 | BST1 | Western County |
| 22640 | MCCREADIE RD | 0.8180 | 1.0130 | 0.1950 | DNP | | | 08 | BST1 | Western County |
| 22640 | MCCREADIE RD | 1.0290 | 1.4040 | 0.3750 | DNP | | | 08 | BST1 | Western County |
| 22640 | MCCREADIE RD | 1.4040 | 1.4470 | 0.0430 | RNP | | | 08 | BST1 | Western County |
| 22640 | MCCREADIE RD | 1.4470 | 1.4510 | 0.0040 | DNP | | | 08 | BST1 | Western County |
| 22640 | MCCREADIE RD | 1.4510 | 1.5180 | 0.0670 | LNP | | | 08 | BST1 | Western County |
| 22640 | MCCREADIE RD | 1.5280 | 1.6320 | 0.1040 | LNP | | | 08 | BST1 | Western County |
| 22640 | MCCREADIE RD | 1.6320 | 1.6360 | 0.0040 | DNP | | | 08 | BST1 | Western County |
| 22640 | MCCREADIE RD | 1.6360 | 1.7620 | 0.1260 | RNP | | | 08 | BST1 | Western County |
| 22640 | MCCREADIE RD | 1.7620 | 1.8330 | 0.0710 | DNP | | | 08 | BST1 | Western County |
| 22640 | MCCREADIE RD | 1.8330 | 2.0190 | 0.1860 | LNP | | | 08 | BST1 | Western County |
| 22640 | MCCREADIE RD | 2.0340 | 2.7430 | 0.7090 | SK | | | 08 | BST1 | Western County |
| 22640 | MCCREADIE RD | 2.7430 | 2.9140 | 0.1710 | RNP | | | 08 | BST1 | Western County |
| 22640 | MCCREADIE RD | 2.9140 | 3.0260 | 0.1120 | DNP | | | 08 | BST1 | Western County |
| 13350 | MCKINLEY SPRINGS RD | 0.0000 | 0.3710 | 0.3710 | SK | C4 | | 07 | BST1 | Western County |
| 13350 | MCKINLEY SPRINGS RD | 0.3710 | 0.4580 | 0.0870 | RNP | C4 | | 07 | BST1 | Western County |
| 13350 | MCKINLEY SPRINGS RD | 0.4580 | 0.5900 | 0.1320 | DNP | C4 | | 07 | BST1 | Western County |
| 13350 | MCKINLEY SPRINGS RD | 0.5900 | 0.7450 | 0.1550 | LNP | C4 | | 07 | BST1 | Western County |
| 13350 | MCKINLEY SPRINGS RD | 0.7450 | 0.7600 | 0.0150 | DNP | C4 | | 07 | BST1 | Western County |
| 13350 | MCKINLEY SPRINGS RD | 0.7600 | 0.9190 | 0.1590 | RNP | C4 | | 07 | BST1 | Western County |
| 13350 | MCKINLEY SPRINGS RD | 0.9190 | 1.3000 | 0.3810 | DNP | C4 | | 07 | BST1 | Western County |
| 13350 | MCKINLEY SPRINGS RD | 1.3000 | 1.4590 | 0.1590 | LNP | C4 | | 07 | BST1 | Western County |
| 13350 | MCKINLEY SPRINGS RD | 1.4590 | 1.6490 | 0.1900 | SK | C4 | | 07 | BST1 | Western County |
| 13350 | MCKINLEY SPRINGS RD | 1.6490 | 1.7790 | 0.1300 | RNP | C4 | | 07 | BST1 | Western County |
| 13350 | MCKINLEY SPRINGS RD | 1.7790 | 1.8540 | 0.0750 | DNP | C4 | | 07 | BST1 | Western County |
| 13350 | MCKINLEY SPRINGS RD | 1.8540 | 2.0370 | 0.1830 | LNP | C4 | | 07 | BST1 | Western County |
| 13350 | MCKINLEY SPRINGS RD | 2.0370 | 2.0890 | 0.0520 | SK | C4 | | 07 | BST1 | Western County |
| 13350 | MCKINLEY SPRINGS RD | 2.0890 | 2.2130 | 0.1240 | RNP | C4 | | 07 | BST1 | Western County |
| 13350 | MCKINLEY SPRINGS RD | 2.2130 | 2.2560 | 0.0430 | SK | C4 | | 07 | BST1 | Western County |
| 13350 | MCKINLEY SPRINGS RD | 2.2560 | 2.3800 | 0.1240 | LNP | C4 | | 07 | BST1 | Western County |
| 13350 | MCKINLEY SPRINGS RD | 2.3800 | 3.4530 | 1.0730 | SK | C4 | | 07 | BST1 | Western County |
| 13350 | MCKINLEY SPRINGS RD | 3.4530 | 3.4790 | 0.0260 | RNP | C4 | | 07 | BST1 | Western County |
| 13350 | MCKINLEY SPRINGS RD | 3.4790 | 3.6050 | 0.1260 | DNP | C4 | | 07 | BST1 | Western County |
| 13350 | MCKINLEY SPRINGS RD | 3.6050 | 3.7790 | 0.1740 | LNP | C4 | | 07 | BST1 | Western County |
| 13350 | MCKINLEY SPRINGS RD | 3.7790 | 3.8310 | 0.0520 | SK | C4 | | 07 | BST1 | Western County |
| 13350 | MCKINLEY SPRINGS RD | 3.8310 | 3.9910 | 0.1600 | RNP | C4 | | 07 | BST1 | Western County |

Master Road List

| Road Number | Road Name | BMP | EMP | Total Miles | Center | Edge | Lane | FFC | BST Area | Maintenance Area |
|-------------|---------------------|--------|--------|-------------|--------|------|------|-----|----------|------------------|
| 13350 | MCKINLEY SPRINGS RD | 3.9910 | 4.1730 | 0.1820 | DNP | C4 | | 07 | BST1 | Western County |
| 13350 | MCKINLEY SPRINGS RD | 4.1730 | 4.3020 | 0.1290 | LNP | C4 | | 07 | BST1 | Western County |
| 13350 | MCKINLEY SPRINGS RD | 4.3020 | 4.3050 | 0.0030 | DNP | C4 | | 07 | BST1 | Western County |
| 13350 | MCKINLEY SPRINGS RD | 4.3050 | 4.4550 | 0.1500 | RNP | C4 | | 07 | BST1 | Western County |
| 13350 | MCKINLEY SPRINGS RD | 4.4550 | 4.4660 | 0.0110 | SK | C4 | | 07 | BST1 | Western County |
| 13350 | MCKINLEY SPRINGS RD | 4.4660 | 4.5740 | 0.1080 | LNP | C4 | | 07 | BST1 | Western County |
| 13350 | MCKINLEY SPRINGS RD | 4.5740 | 4.6460 | 0.0720 | SK | C4 | | 07 | BST1 | Western County |
| 13350 | MCKINLEY SPRINGS RD | 4.6600 | 5.2080 | 0.5480 | SK | C4 | | 07 | BST1 | Western County |
| 13350 | MCKINLEY SPRINGS RD | 5.2080 | 5.2890 | 0.0810 | RNP | C4 | | 07 | BST1 | Western County |
| 13350 | MCKINLEY SPRINGS RD | 5.2890 | 5.3460 | 0.0570 | SK | C4 | | 07 | BST1 | Western County |
| 13350 | MCKINLEY SPRINGS RD | 5.3460 | 5.4220 | 0.0760 | LNP | C4 | | 07 | BST1 | Western County |
| 13350 | MCKINLEY SPRINGS RD | 5.4220 | 5.5020 | 0.0800 | DNP | C4 | | 07 | BST1 | Western County |
| 13350 | MCKINLEY SPRINGS RD | 5.5020 | 5.6870 | 0.1850 | RNP | C4 | | 07 | BST1 | Western County |
| 13350 | MCKINLEY SPRINGS RD | 5.6870 | 5.6900 | 0.0030 | DNP | C4 | | 07 | BST1 | Western County |
| 13350 | MCKINLEY SPRINGS RD | 5.6900 | 5.8480 | 0.1580 | LNP | C4 | | 07 | BST1 | Western County |
| 13350 | MCKINLEY SPRINGS RD | 5.8480 | 6.3100 | 0.4620 | SK | C4 | | 07 | BST1 | Western County |
| 13350 | MCKINLEY SPRINGS RD | 6.3100 | 6.4890 | 0.1790 | RNP | C4 | | 07 | BST1 | Western County |
| 13350 | MCKINLEY SPRINGS RD | 6.4890 | 6.5170 | 0.0280 | SK | C4 | | 07 | BST1 | Western County |
| 13350 | MCKINLEY SPRINGS RD | 6.5170 | 6.7110 | 0.1940 | LNP | C4 | | 07 | BST1 | Western County |
| 13350 | MCKINLEY SPRINGS RD | 6.7110 | 8.0180 | 1.3070 | SK | C4 | | 07 | BST1 | Western County |
| 13350 | MCKINLEY SPRINGS RD | 8.0180 | 8.0880 | 0.0700 | LNP | C4 | | 07 | BST1 | Western County |
| 13350 | MCKINLEY SPRINGS RD | 8.0880 | 8.2990 | 0.2110 | SK | C4 | | 07 | BST1 | Western County |
| 13350 | MCKINLEY SPRINGS RD | 8.2990 | 8.3980 | 0.0990 | RNP | C4 | | 07 | BST1 | Western County |
| 13350 | MCKINLEY SPRINGS RD | 8.3980 | 8.6430 | 0.2450 | DNP | C4 | | 07 | BST1 | Western County |
| 25550 | MISSIMER RD | 2.2310 | 2.3320 | 0.1010 | DNP | | | 09 | BST1 | Western County |
| 25550 | MISSIMER RD | 2.3310 | 2.3950 | 0.0640 | DNP | | | 09 | BST1 | Western County |
| 20120 | NORTH RIVER RD | 0.0090 | 0.2450 | 0.2360 | SK | | | 08 | BST1 | Western County |
| 20120 | NORTH RIVER RD | 0.2450 | 0.3300 | 0.0850 | RNP | | | 08 | BST1 | Western County |
| 20120 | NORTH RIVER RD | 0.3390 | 0.4150 | 0.0760 | RNP | | | 08 | BST1 | Western County |
| 20120 | NORTH RIVER RD | 0.4150 | 0.5980 | 0.1830 | DNP | | | 08 | BST1 | Western County |
| 20120 | NORTH RIVER RD | 0.5980 | 0.7080 | 0.1100 | LNP | | | 08 | BST1 | Western County |
| 20120 | NORTH RIVER RD | 0.7220 | 0.8660 | 0.1440 | RNP | | | 08 | BST1 | Western County |
| 20120 | NORTH RIVER RD | 0.8660 | 1.7380 | 0.8720 | SK | | | 08 | BST1 | Western County |
| 20120 | NORTH RIVER RD | 1.7380 | 1.8570 | 0.1190 | RNP | | | 08 | BST1 | Western County |
| 20120 | NORTH RIVER RD | 1.8570 | 2.1050 | 0.2480 | SK | | | 08 | BST1 | Western County |
| 20120 | NORTH RIVER RD | 2.1050 | 2.2440 | 0.1390 | RNP | | | 08 | BST1 | Western County |
| 20120 | NORTH RIVER RD | 2.2440 | 2.2940 | 0.0500 | SK | | | 08 | BST1 | Western County |
| 20120 | NORTH RIVER RD | 2.2940 | 2.3450 | 0.0510 | LNP | | | 08 | BST1 | Western County |
| 20120 | NORTH RIVER RD | 2.3560 | 2.4410 | 0.0850 | LNP | | | 08 | BST1 | Western County |
| 20120 | NORTH RIVER RD | 2.4410 | 2.4820 | 0.0410 | SK | | | 08 | BST1 | Western County |
| 20120 | NORTH RIVER RD | 2.4820 | 2.6100 | 0.1280 | SK | | | 08 | BST1 | Western County |
| 20120 | NORTH RIVER RD | 2.6100 | 2.7190 | 0.1090 | SK | | | 08 | BST1 | Western County |
| 20120 | NORTH RIVER RD | 2.7320 | 2.9810 | 0.2490 | SK | | | 08 | BST1 | Western County |
| 20120 | NORTH RIVER RD | 2.9810 | 3.1310 | 0.1500 | SK | | | 08 | BST1 | Western County |
| 20120 | NORTH RIVER RD | 3.1310 | 3.2100 | 0.0790 | SK | | | 08 | BST1 | Western County |
| 20120 | NORTH RIVER RD | 3.2270 | 3.2440 | 0.0170 | SK | | | 08 | BST1 | Western County |
| 20120 | NORTH RIVER RD | 3.2440 | 3.3760 | 0.1320 | SK | | | 08 | BST1 | Western County |
| 20120 | NORTH RIVER RD | 3.3760 | 3.4760 | 0.1000 | RNP | | | 08 | BST1 | Western County |
| 20120 | NORTH RIVER RD | 3.4760 | 3.6140 | 0.1380 | SK | | | 08 | BST1 | Western County |

Master Road List

| Road Number | Road Name | BMP | EMP | Total Miles | Center | Edge | Lane | FFC | BST Area | Maintenance Area |
|-------------|-----------------------|--------|--------|-------------|--------|------|------|-----|----------|------------------|
| 20120 | NORTH RIVER RD | 3.6140 | 3.6860 | 0.0720 | RNP | | | 08 | BST1 | Western County |
| 20120 | NORTH RIVER RD | 3.6860 | 3.7550 | 0.0690 | DNP | | | 08 | BST1 | Western County |
| 20120 | NORTH RIVER RD | 3.6860 | 3.7550 | 0.0690 | DNP | | | 18 | BST1 | Western County |
| 20120 | NORTH RIVER RD | 3.7550 | 3.9020 | 0.1470 | LNP | | | 18 | BST1 | Western County |
| 20120 | NORTH RIVER RD | 3.9020 | 4.1890 | 0.2870 | SK | | | 18 | BST1 | Western County |
| 20120 | NORTH RIVER RD | 4.2070 | 4.3050 | 0.0980 | SK | | | 18 | BST1 | Western County |
| 20120 | NORTH RIVER RD | 4.3050 | 4.4180 | 0.1130 | RNP | | | 18 | BST1 | Western County |
| 20120 | NORTH RIVER RD | 4.4180 | 4.4400 | 0.0220 | DNP | | | 18 | BST1 | Western County |
| 20120 | NORTH RIVER RD | 4.4480 | 4.6910 | 0.2430 | DNP | | | 18 | BST1 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 0.0050 | 0.0100 | 0.0050 | SK | | | 07 | BST1 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 0.0100 | 1.0030 | 0.9930 | SK | C4 | | 07 | BST1 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 1.0170 | 2.0090 | 0.9920 | SK | C4 | | 07 | BST1 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 2.0320 | 3.0240 | 0.9920 | SK | C4 | | 07 | BST1 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 3.0380 | 3.5220 | 0.4840 | SK | C4 | | 17 | BST1 | Western County |
| 23060 | OLSEN RD | 0.0080 | 0.4310 | 0.4230 | SK | | | 09 | BST1 | Western County |
| 23060 | OLSEN RD | 0.4310 | 0.7120 | 0.2810 | RNP | | | 09 | BST1 | Western County |
| 23060 | OLSEN RD | 0.7120 | 0.7150 | 0.0030 | DNP | | | 09 | BST1 | Western County |
| 23060 | OLSEN RD | 0.7150 | 0.8240 | 0.1090 | LNP | | | 09 | BST1 | Western County |
| 23060 | OLSEN RD | 0.8240 | 0.8360 | 0.0120 | DNP | | | 09 | BST1 | Western County |
| 23060 | OLSEN RD | 0.8360 | 0.9310 | 0.0950 | RNP | | | 09 | BST1 | Western County |
| 23060 | OLSEN RD | 0.9310 | 0.9950 | 0.0640 | DNP | | | 09 | BST1 | Western County |
| 14900 | RICHARDS RD | 0.0060 | 0.4210 | 0.4150 | SK | | | 09 | BST1 | Western County |
| 14900 | RICHARDS RD | 0.4210 | 0.6150 | 0.1940 | RNP | | | 09 | BST1 | Western County |
| 14900 | RICHARDS RD | 0.6150 | 1.5650 | 0.9500 | DNP | | | 09 | BST1 | Western County |
| 14900 | RICHARDS RD | 1.5650 | 1.7690 | 0.2040 | LNP | | | 09 | BST1 | Western County |
| 14900 | RICHARDS RD | 1.7690 | 1.8610 | 0.0920 | SK | | | 09 | BST1 | Western County |
| 14900 | RICHARDS RD | 1.8810 | 1.8930 | 0.0120 | DNP | | | 07 | BST1 | Western County |
| 14900 | RICHARDS RD | 1.9010 | 2.0000 | 0.0990 | DNP | | | 07 | BST1 | Western County |
| 14900 | RICHARDS RD | 2.0000 | 2.0790 | 0.0790 | SK | | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 0.0090 | 0.2910 | 0.2820 | DNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 0.2910 | 0.4330 | 0.1420 | RNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 0.4330 | 0.4930 | 0.0600 | DNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 0.4930 | 0.6280 | 0.1350 | LNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 0.6280 | 0.9970 | 0.3690 | SK | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 1.0080 | 1.1580 | 0.1500 | LNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 1.1580 | 1.3580 | 0.2000 | DNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 1.2080 | 1.4880 | 0.2800 | LNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 1.4880 | 2.1680 | 0.6800 | SK | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 2.1680 | 2.3080 | 0.1400 | LNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 2.3080 | 2.4880 | 0.1800 | DNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 2.4880 | 2.6780 | 0.1900 | LNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 2.6780 | 2.9080 | 0.2300 | SK | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 2.9080 | 3.0070 | 0.0990 | RNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 3.0070 | 3.2520 | 0.2450 | DNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 3.2520 | 3.5000 | 0.2480 | LNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 3.5000 | 3.5600 | 0.0600 | SK | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 3.5600 | 3.7310 | 0.1710 | RNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 3.7310 | 3.8970 | 0.1660 | LNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 3.8970 | 4.0280 | 0.1310 | SK | C4 | | 07 | BST1 | Western County |

Master Road List

| Road Number | Road Name | BMP | EMP | Total Miles | Center | Edge | Lane | FFC | BST Area | Maintenance Area |
|-------------|-------------|---------|---------|-------------|--------|------|------|-----|----------|------------------|
| 11020 | SELLARDS RD | 4.0440 | 4.2940 | 0.2500 | SK | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 4.2940 | 4.4240 | 0.1300 | RNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 4.4240 | 4.6140 | 0.1900 | LNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 4.6140 | 4.7740 | 0.1600 | SK | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 4.7740 | 4.8940 | 0.1200 | RNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 4.8940 | 4.9340 | 0.0400 | SK | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 4.9340 | 5.0340 | 0.1000 | LNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 5.0340 | 5.0640 | 0.0300 | SK | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 5.0640 | 5.1640 | 0.1000 | RNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 5.1640 | 5.3240 | 0.1600 | DNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 5.3440 | 5.4140 | 0.0700 | LNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 5.4140 | 5.5840 | 0.1700 | RNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 5.5840 | 5.6340 | 0.0500 | DNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 5.6340 | 5.7340 | 0.1000 | LNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 5.7340 | 5.8340 | 0.1000 | DNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 5.8340 | 5.8640 | 0.0300 | RNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 5.8640 | 5.9040 | 0.0400 | SK | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 5.9040 | 6.1040 | 0.2000 | LNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 6.1040 | 6.2140 | 0.1100 | SK | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 6.2140 | 6.4140 | 0.2000 | RNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 6.4140 | 6.5840 | 0.1700 | LNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 6.5840 | 6.7540 | 0.1700 | SK | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 6.7540 | 6.9640 | 0.2100 | RNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 7.0860 | 7.3350 | 0.2490 | LNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 7.3360 | 7.4460 | 0.1100 | SK | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 7.4460 | 7.6260 | 0.1800 | RNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 7.6260 | 7.8360 | 0.2100 | LNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 7.8360 | 7.9760 | 0.1400 | RNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 7.9760 | 8.0160 | 0.0400 | SK | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 8.0160 | 8.1160 | 0.1000 | LNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 8.1160 | 8.2160 | 0.1000 | DNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 8.2160 | 8.2660 | 0.0500 | RNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 8.2660 | 8.3460 | 0.0800 | DNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 8.3460 | 8.5560 | 0.2100 | LNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 8.5560 | 8.8260 | 0.2700 | SK | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 8.8260 | 9.0060 | 0.1800 | RNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 9.0060 | 9.0560 | 0.0500 | DNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 9.0560 | 9.2260 | 0.1700 | LNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 9.2260 | 9.2660 | 0.0400 | DNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 9.2680 | 9.5450 | 0.2770 | DNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 9.5450 | 9.7620 | 0.2170 | LNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 9.7620 | 9.7930 | 0.0310 | SK | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 9.7930 | 10.0040 | 0.2110 | RNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 10.0040 | 10.0690 | 0.0650 | DNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 10.0690 | 10.2010 | 0.1320 | LNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 10.2010 | 10.2820 | 0.0810 | DNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 10.2820 | 10.3500 | 0.0680 | RNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 10.3500 | 10.4190 | 0.0690 | LNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 10.4190 | 10.5820 | 0.1630 | LNP | C4 | | 07 | BST1 | Western County |

Master Road List

| Road Number | Road Name | BMP | EMP | Total Miles | Center | Edge | Lane | FFC | BST Area | Maintenance Area |
|-------------|-------------|---------|---------|-------------|--------|------|------|-----|----------|------------------|
| 11020 | SELLARDS RD | 10.5820 | 10.6320 | 0.0500 | SK | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 10.6320 | 10.8330 | 0.2010 | RNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 10.8330 | 10.8460 | 0.0130 | SK | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 10.8460 | 10.9510 | 0.1050 | LNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 10.9510 | 11.0580 | 0.1070 | DNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 11.0580 | 11.0950 | 0.0370 | RNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 11.0950 | 11.1400 | 0.0450 | SK | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 11.1400 | 11.2180 | 0.0780 | LNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 11.2180 | 11.3250 | 0.1070 | DNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 11.3250 | 11.3590 | 0.0340 | LNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 11.3590 | 11.4500 | 0.0910 | SK | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 11.4500 | 11.5370 | 0.0870 | LNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 11.5370 | 11.6520 | 0.1150 | RNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 11.6520 | 11.7970 | 0.1450 | SK | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 11.7970 | 11.9130 | 0.1160 | LNP | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 11.9130 | 12.0830 | 0.1700 | SK | C4 | | 07 | BST1 | Western County |
| 11020 | SELLARDS RD | 12.0830 | 12.0990 | 0.0160 | DNP | C4 | | 07 | BST1 | Western County |
| 22120 | SNIPES RD | 0.0100 | 0.0720 | 0.0620 | SK | | | 08 | BST1 | Western County |
| 22120 | SNIPES RD | 0.0720 | 0.1920 | 0.1200 | RNP | | | 08 | BST1 | Western County |
| 22120 | SNIPES RD | 0.1920 | 0.2230 | 0.0310 | SK | | | 08 | BST1 | Western County |
| 22120 | SNIPES RD | 0.2230 | 0.3440 | 0.1210 | LNP | | | 08 | BST1 | Western County |
| 22120 | SNIPES RD | 0.3440 | 0.4100 | 0.0660 | SK | | | 08 | BST1 | Western County |
| 22120 | SNIPES RD | 0.4100 | 0.5720 | 0.1620 | RNP | | | 08 | BST1 | Western County |
| 22120 | SNIPES RD | 0.5720 | 0.7280 | 0.1560 | DNP | | | 08 | BST1 | Western County |
| 22120 | SNIPES RD | 0.7280 | 0.8450 | 0.1170 | LNP | | | 08 | BST1 | Western County |
| 22120 | SNIPES RD | 0.8450 | 1.0030 | 0.1580 | RNP | | | 08 | BST1 | Western County |
| 22120 | SNIPES RD | 1.0030 | 1.1340 | 0.1310 | DNP | | | 08 | BST1 | Western County |
| 22120 | SNIPES RD | 1.1460 | 1.2230 | 0.0770 | SK | C4 | | 08 | BST1 | Western County |
| 22120 | SNIPES RD | 1.2230 | 1.3390 | 0.1160 | RNP | C4 | | 08 | BST1 | Western County |
| 22120 | SNIPES RD | 1.2230 | 2.1310 | 0.9080 | SK | C4 | | 08 | BST1 | Western County |
| 22120 | SNIPES RD | 2.1420 | 2.6020 | 0.4600 | SK | C4 | | 08 | BST1 | Western County |
| 22120 | SNIPES RD | 2.6020 | 2.7840 | 0.1820 | RNP | C4 | | 08 | BST1 | Western County |
| 22120 | SNIPES RD | 2.7840 | 2.9040 | 0.1200 | DNP | C4 | | 08 | BST1 | Western County |
| 22120 | SNIPES RD | 2.9040 | 3.0180 | 0.1140 | RNP | C4 | | 08 | BST1 | Western County |
| 22120 | SNIPES RD | 3.0180 | 3.0330 | 0.0150 | DNP | C4 | | 08 | BST1 | Western County |
| 22120 | SNIPES RD | 3.0330 | 3.1330 | 0.1000 | LNP | C4 | | 08 | BST1 | Western County |
| 11270 | SONOVA ROAD | 0.0000 | 0.3500 | 0.3500 | SK | C4 | | 09 | BST1 | Western County |
| 11270 | SONOVA ROAD | 0.3500 | 0.5000 | 0.1500 | LNP | C4 | | 09 | BST1 | Western County |
| 11270 | SONOVA ROAD | 0.5000 | 2.7520 | 2.2520 | DNP | C4 | | 09 | BST1 | Western County |
| 11270 | SONOVA ROAD | 2.7520 | 2.8000 | 0.0480 | DNP | C4 | | 09 | BST1 | Western County |
| 11040 | TOWNSHIP RD | 0.0000 | 0.3750 | 0.3750 | SK | | | 09 | BST1 | Western County |
| 11040 | TOWNSHIP RD | 0.3750 | 0.7020 | 0.3270 | DNP | | | 09 | BST1 | Western County |
| 20570 | WILGUS RD | 2.0410 | 2.1630 | 0.1220 | DNP | | | 08 | BST1 | Western County |
| 20570 | WILGUS RD | 2.1670 | 2.2880 | 0.1210 | DNP | | | 08 | BST1 | Western County |
| 20570 | WILGUS RD | 3.1430 | 4.1340 | 0.9910 | SK | | | 09 | BST1 | Western County |
| 20570 | WILGUS RD | 4.1490 | 4.3080 | 0.1590 | SK | | | 09 | BST1 | Western County |
| 20570 | WILGUS RD | 4.3080 | 4.4150 | 0.1070 | LNP | | | 09 | BST1 | Western County |
| 20570 | WILGUS RD | 4.4150 | 4.4960 | 0.0810 | SK | | | 09 | BST1 | Western County |
| 20570 | WILGUS RD | 4.4960 | 4.6080 | 0.1120 | RNP | | | 09 | BST1 | Western County |

Master Road List

| Road Number | Road Name | BMP | EMP | Total Miles | Center | Edge | Lane | FFC | BST Area | Maintenance Area |
|-------------|----------------|--------|--------|-------------|--------|------|------|-----|----------|------------------|
| 20570 | WILGUS RD | 4.6080 | 4.6620 | 0.0540 | SK | | | 09 | BST1 | Western County |
| 20570 | WILGUS RD | 4.6620 | 4.7540 | 0.0920 | LNP | | | 09 | BST1 | Western County |
| 20570 | WILGUS RD | 4.7540 | 4.7660 | 0.0120 | DNP | | | 09 | BST1 | Western County |
| 20570 | WILGUS RD | 4.7660 | 4.8690 | 0.1030 | RNP | | | 09 | BST1 | Western County |
| 20570 | WILGUS RD | 4.8690 | 4.9120 | 0.0430 | DNP | | | 09 | BST1 | Western County |
| 20570 | WILGUS RD | 4.9120 | 5.0800 | 0.1680 | LNP | | | 09 | BST1 | Western County |
| 20570 | WILGUS RD | 5.0800 | 5.1630 | 0.0830 | SK | | | 09 | BST1 | Western County |
| 20570 | WILGUS RD | 5.1760 | 6.1680 | 0.9920 | SK | | | 09 | BST1 | Western County |
| 20570 | WILGUS RD | 6.1810 | 6.8520 | 0.6710 | SK | | | 09 | BST1 | Western County |
| 20570 | WILGUS RD | 6.8520 | 6.9340 | 0.0820 | RNP | | | 09 | BST1 | Western County |
| 20570 | WILGUS RD | 6.9340 | 6.9820 | 0.0480 | SK | | | 09 | BST1 | Western County |
| 20570 | WILGUS RD | 6.9820 | 7.1360 | 0.1540 | LNP | | | 09 | BST1 | Western County |
| 20570 | WILGUS RD | 7.1360 | 7.1740 | 0.0380 | SK | | | 09 | BST1 | Western County |
| 20430 | WILLIAMS RD NW | 0.0090 | 0.0950 | 0.0860 | DNP | | | 09 | BST1 | Western County |
| 20430 | WILLIAMS RD NW | 0.0950 | 0.1780 | 0.0830 | LNP | | | 09 | BST1 | Western County |
| 20430 | WILLIAMS RD NW | 0.1780 | 0.3320 | 0.1540 | SK | | | 09 | BST1 | Western County |
| 20430 | WILLIAMS RD NW | 0.3320 | 0.4100 | 0.0780 | RNP | | | 09 | BST1 | Western County |
| 20430 | WILLIAMS RD NW | 0.4100 | 0.4750 | 0.0650 | DNP | | | 09 | BST1 | Western County |
| 15370 | WITTKOPF LP | 0.0000 | 0.1410 | 0.1410 | DNP | | | 19 | BST1 | Western County |
| 15370 | WITTKOPF LP | 0.1410 | 0.2290 | 0.0880 | LNP | | | 19 | BST1 | Western County |
| 15370 | WITTKOPF LP | 0.2290 | 0.4510 | 0.2220 | DNP | | | 19 | BST1 | Western County |
| 15370 | WITTKOPF LP | 0.4510 | 0.6450 | 0.1940 | SK | | | 19 | BST1 | Western County |
| 20910 | ALBRO RD | 1.1540 | 1.1910 | 0.0370 | LNP | | | 19 | BST2 | Western County |
| 20910 | ALBRO RD | 1.1910 | 1.3730 | 0.1820 | DNP | | | 09 | BST2 | Western County |
| 20910 | ALBRO RD | 1.1910 | 1.3730 | 0.1820 | DNP | | | 19 | BST2 | Western County |
| 24010 | BUNN RD | 0.3560 | 0.7060 | 0.3500 | SK | | | 09 | BST2 | Western County |
| 24010 | BUNN RD | 0.7060 | 0.8010 | 0.0950 | DNP | | | 09 | BST2 | Western County |
| 24010 | BUNN RD | 0.8070 | 0.9810 | 0.1740 | DNP | | | 09 | BST2 | Western County |
| 24010 | BUNN RD | 0.9810 | 1.1010 | 0.1200 | LNP | | | 09 | BST2 | Western County |
| 24010 | BUNN RD | 1.1010 | 1.3280 | 0.2270 | SK | | | 09 | BST2 | Western County |
| 24010 | BUNN RD | 1.3500 | 1.7110 | 0.3610 | SK | | | 09 | BST2 | Western County |
| 24010 | BUNN RD | 1.7110 | 1.8440 | 0.1330 | DNP | | | 09 | BST2 | Western County |
| 22190 | CROSBY RD | 0.0130 | 0.3130 | 0.3000 | SK | | | 08 | BST2 | Western County |
| 22190 | CROSBY RD | 0.3130 | 0.4580 | 0.1450 | RNP | | | 08 | BST2 | Western County |
| 22190 | CROSBY RD | 0.4580 | 0.4710 | 0.0130 | SK | | | 08 | BST2 | Western County |
| 22190 | CROSBY RD | 0.4710 | 0.5350 | 0.0640 | DNP | | | 08 | BST2 | Western County |
| 22190 | CROSBY RD | 0.5460 | 0.6260 | 0.0800 | DNP | | | 08 | BST2 | Western County |
| 22190 | CROSBY RD | 0.6260 | 0.7920 | 0.1660 | LNP | | | 08 | BST2 | Western County |
| 22190 | CROSBY RD | 0.7920 | 0.8800 | 0.0880 | SK | | | 08 | BST2 | Western County |
| 22190 | CROSBY RD | 0.8800 | 0.9330 | 0.0530 | RNP | | | 08 | BST2 | Western County |
| 22190 | CROSBY RD | 0.9330 | 1.0440 | 0.1110 | DNP | | | 08 | BST2 | Western County |
| 22190 | CROSBY RD | 1.0440 | 1.1070 | 0.0630 | LNP | | | 08 | BST2 | Western County |
| 22190 | CROSBY RD | 1.1070 | 1.2810 | 0.1740 | DNP | | | 08 | BST2 | Western County |
| 22190 | CROSBY RD | 1.2810 | 1.3880 | 0.1070 | LNP | | | 08 | BST2 | Western County |
| 22190 | CROSBY RD | 1.3880 | 1.4610 | 0.0730 | SK | | | 08 | BST2 | Western County |
| 22190 | CROSBY RD | 1.4760 | 1.6090 | 0.1330 | RNP | | | 08 | BST2 | Western County |
| 22190 | CROSBY RD | 1.6090 | 1.6300 | 0.0210 | DNP | | | 08 | BST2 | Western County |
| 22190 | CROSBY RD | 1.6300 | 1.8170 | 0.1870 | LNP | | | 08 | BST2 | Western County |
| 22190 | CROSBY RD | 1.8170 | 2.2700 | 0.4530 | SK | | | 08 | BST2 | Western County |

Master Road List

| Road Number | Road Name | BMP | EMP | Total Miles | Center | Edge | Lane | FFC | BST Area | Maintenance Area |
|-------------|-----------|--------|--------|-------------|--------|------|------|-----|----------|------------------|
| 22190 | CROSBY RD | 2.2700 | 2.4210 | 0.1510 | RNP | | | 08 | BST2 | Western County |
| 22190 | CROSBY RD | 2.4210 | 2.4660 | 0.0450 | DNP | | | 08 | BST2 | Western County |
| 22190 | CROSBY RD | 2.4840 | 2.5890 | 0.1050 | DNP | | | 08 | BST2 | Western County |
| 22190 | CROSBY RD | 2.5890 | 2.7070 | 0.1180 | LNP | | | 08 | BST2 | Western County |
| 22190 | CROSBY RD | 2.7070 | 2.7200 | 0.0130 | DNP | | | 08 | BST2 | Western County |
| 22190 | CROSBY RD | 2.7200 | 2.8160 | 0.0960 | RNP | | | 08 | BST2 | Western County |
| 22190 | CROSBY RD | 2.8160 | 2.8730 | 0.0570 | SK | | | 08 | BST2 | Western County |
| 22190 | CROSBY RD | 2.8730 | 2.8990 | 0.0260 | LNP | | | 08 | BST2 | Western County |
| 22190 | CROSBY RD | 2.8990 | 2.9330 | 0.0340 | DNP | | | 08 | BST2 | Western County |
| 22190 | CROSBY RD | 2.9330 | 3.0990 | 0.1660 | RNP | | | 08 | BST2 | Western County |
| 22190 | CROSBY RD | 3.0990 | 3.1750 | 0.0760 | SK | | | 08 | BST2 | Western County |
| 22190 | CROSBY RD | 3.1750 | 3.3500 | 0.1750 | LNP | | | 08 | BST2 | Western County |
| 22190 | CROSBY RD | 3.3500 | 3.5070 | 0.1570 | SK | | | 08 | BST2 | Western County |
| 22190 | CROSBY RD | 3.5210 | 3.6120 | 0.0910 | SK | | | 08 | BST2 | Western County |
| 22190 | CROSBY RD | 3.6120 | 3.7410 | 0.1290 | RNP | | | 08 | BST2 | Western County |
| 22190 | CROSBY RD | 3.7410 | 4.5430 | 0.8020 | SK | | | 08 | BST2 | Western County |
| 22190 | CROSBY RD | 4.5630 | 5.2380 | 0.6750 | SK | | | 08 | BST2 | Western County |
| 22190 | CROSBY RD | 5.2380 | 5.4840 | 0.2460 | RNP | | | 08 | BST2 | Western County |
| 22190 | CROSBY RD | 5.4840 | 5.9960 | 0.5120 | DNP | | | 08 | BST2 | Western County |
| 22190 | CROSBY RD | 5.9960 | 6.1670 | 0.1710 | LNP | | | 08 | BST2 | Western County |
| 22190 | CROSBY RD | 6.1670 | 6.4730 | 0.3060 | SK | | | 08 | BST2 | Western County |
| 22190 | CROSBY RD | 6.4730 | 6.8180 | 0.3450 | RNP | | | 08 | BST2 | Western County |
| 22190 | CROSBY RD | 6.8180 | 6.8290 | 0.0110 | DNP | | | 08 | BST2 | Western County |
| 22190 | CROSBY RD | 6.8290 | 6.9260 | 0.0970 | LNP | | | 08 | BST2 | Western County |
| 22190 | CROSBY RD | 6.9260 | 7.0790 | 0.1530 | SK | | | 08 | BST2 | Western County |
| 22190 | CROSBY RD | 7.0790 | 7.1310 | 0.0520 | DNP | | | 08 | BST2 | Western County |
| 22190 | CROSBY RD | 7.1310 | 7.2260 | 0.0950 | RNP | | | 08 | BST2 | Western County |
| 22190 | CROSBY RD | 7.2260 | 7.2380 | 0.0120 | DNP | | | 08 | BST2 | Western County |
| 22190 | CROSBY RD | 7.2380 | 7.3760 | 0.1380 | LNP | | | 08 | BST2 | Western County |
| 22190 | CROSBY RD | 7.3760 | 7.3950 | 0.0190 | DNP | | | 08 | BST2 | Western County |
| 22190 | CROSBY RD | 7.3950 | 7.5010 | 0.1060 | RNP | | | 08 | BST2 | Western County |
| 22190 | CROSBY RD | 7.5010 | 7.6360 | 0.1350 | SK | | | 08 | BST2 | Western County |
| 23000 | EVANS RD | 3.1760 | 3.2530 | 0.0770 | RNP | | | 09 | BST2 | Western County |
| 23000 | EVANS RD | 3.2530 | 3.2660 | 0.0130 | SK | | | 09 | BST2 | Western County |
| 23000 | EVANS RD | 3.2660 | 3.3590 | 0.0930 | LNP | | | 09 | BST2 | Western County |
| 23000 | EVANS RD | 3.3590 | 3.4690 | 0.1100 | SK | | | 09 | BST2 | Western County |
| 23000 | EVANS RD | 3.4690 | 3.6870 | 0.2180 | RNP | | | 09 | BST2 | Western County |
| 23000 | EVANS RD | 3.6970 | 3.8750 | 0.1780 | LNP | | | 09 | BST2 | Western County |
| 23000 | EVANS RD | 3.8750 | 3.9050 | 0.0300 | SK | | | 09 | BST2 | Western County |
| 23000 | EVANS RD | 3.9050 | 4.0120 | 0.1070 | RNP | | | 09 | BST2 | Western County |
| 23000 | EVANS RD | 4.0120 | 4.0560 | 0.0440 | SK | | | 09 | BST2 | Western County |
| 23000 | EVANS RD | 4.0560 | 4.1790 | 0.1230 | LNP | | | 09 | BST2 | Western County |
| 23000 | EVANS RD | 4.1940 | 4.3890 | 0.1950 | SK | | | 09 | BST2 | Western County |
| 23000 | EVANS RD | 4.3890 | 4.5270 | 0.1380 | RNP | | | 09 | BST2 | Western County |
| 23000 | EVANS RD | 4.5270 | 4.5750 | 0.0480 | SK | | | 09 | BST2 | Western County |
| 23000 | EVANS RD | 4.5750 | 4.6600 | 0.0850 | LNP | | | 09 | BST2 | Western County |
| 23000 | EVANS RD | 4.6600 | 4.7480 | 0.0880 | SK | | | 09 | BST2 | Western County |
| 23000 | EVANS RD | 4.7480 | 4.9160 | 0.1680 | RNP | | | 09 | BST2 | Western County |
| 23000 | EVANS RD | 4.9160 | 5.0440 | 0.1280 | LNP | | | 09 | BST2 | Western County |

Master Road List

| Road Number | Road Name | BMP | EMP | Total Miles | Center | Edge | Lane | FFC | BST Area | Maintenance Area |
|-------------|-----------|--------|--------|-------------|--------|------|------|-----|----------|------------------|
| 23000 | EVANS RD | 5.0440 | 5.1940 | 0.1500 | SK | | | 09 | BST2 | Western County |
| 23000 | EVANS RD | 5.2200 | 5.3650 | 0.1450 | RNP | | | 09 | BST2 | Western County |
| 23000 | EVANS RD | 5.3650 | 5.4790 | 0.1140 | DNP | | | 09 | BST2 | Western County |
| 23000 | EVANS RD | 5.4790 | 5.6330 | 0.1540 | LNP | | | 09 | BST2 | Western County |
| 23000 | EVANS RD | 5.6330 | 5.8140 | 0.1810 | DNP | | | 09 | BST2 | Western County |
| 23000 | EVANS RD | 5.8140 | 5.9620 | 0.1480 | LNP | | | 09 | BST2 | Western County |
| 23000 | EVANS RD | 5.9620 | 6.1280 | 0.1660 | RNP | | | 09 | BST2 | Western County |
| 23000 | EVANS RD | 6.1280 | 6.2120 | 0.0840 | SK | | | 09 | BST2 | Western County |
| 23000 | EVANS RD | 6.2360 | 6.4160 | 0.1800 | SK | | | 09 | BST2 | Western County |
| 23000 | EVANS RD | 6.4160 | 6.5610 | 0.1450 | RNP | | | 09 | BST2 | Western County |
| 23000 | EVANS RD | 6.5610 | 6.6460 | 0.0850 | SK | | | 09 | BST2 | Western County |
| 23000 | EVANS RD | 6.6460 | 6.7250 | 0.0790 | LNP | | | 09 | BST2 | Western County |
| 23000 | EVANS RD | 6.7250 | 6.8780 | 0.1530 | RNP | | | 09 | BST2 | Western County |
| 23000 | EVANS RD | 6.8780 | 6.8870 | 0.0090 | SK | | | 09 | BST2 | Western County |
| 23000 | EVANS RD | 6.8870 | 7.0270 | 0.1400 | LNP | | | 09 | BST2 | Western County |
| 23000 | EVANS RD | 7.0370 | 7.2720 | 0.2350 | SK | | | 09 | BST2 | Western County |
| 23000 | EVANS RD | 7.2960 | 8.0220 | 0.7260 | SK | | | 09 | BST2 | Western County |
| 23000 | EVANS RD | 8.0220 | 8.1240 | 0.1020 | RNP | | | 09 | BST2 | Western County |
| 23000 | EVANS RD | 8.1240 | 8.1570 | 0.0330 | SK | | | 09 | BST2 | Western County |
| 23000 | EVANS RD | 8.1570 | 8.3110 | 0.1540 | LNP | | | 09 | BST2 | Western County |
| 23000 | EVANS RD | 8.3280 | 8.7180 | 0.3900 | SK | | | 09 | BST2 | Western County |
| 23000 | EVANS RD | 8.7180 | 8.7450 | 0.0270 | RNP | | | 09 | BST2 | Western County |
| 23000 | EVANS RD | 8.7540 | 8.8180 | 0.0640 | DNP | | | 09 | BST2 | Western County |
| 23000 | EVANS RD | 8.8180 | 8.9030 | 0.0850 | LNP | | | 09 | BST2 | Western County |
| 23000 | EVANS RD | 8.9030 | 9.1710 | 0.2680 | DNP | | | 09 | BST2 | Western County |
| 21090 | GAP RD | 0.0070 | 0.0100 | 0.0030 | SK | | | 17 | BST2 | Western County |
| 21090 | GAP RD | 0.0100 | 0.0440 | 0.0340 | SK | C4 | | 17 | BST2 | Western County |
| 21090 | GAP RD | 0.0440 | 0.1050 | 0.0610 | SK | C4 | | 17 | BST2 | Western County |
| 21090 | GAP RD | 0.1200 | 0.2500 | 0.1300 | DNP | C4 | | 07 | BST2 | Western County |
| 21090 | GAP RD | 0.2610 | 0.3100 | 0.0490 | DNP | C4 | | 17 | BST2 | Western County |
| 21090 | GAP RD | 0.3100 | 0.6450 | 0.3350 | SK | C4 | | 17 | BST2 | Western County |
| 21090 | GAP RD | 0.6560 | 0.7410 | 0.0850 | DNP | C4 | | 08 | BST2 | Western County |
| 21090 | GAP RD | 0.7440 | 0.8460 | 0.1020 | DNP | C4 | | 08 | BST2 | Western County |
| 21090 | GAP RD | 0.8460 | 1.2400 | 0.3940 | SK | C4 | | 08 | BST2 | Western County |
| 21090 | GAP RD | 1.2400 | 1.3340 | 0.0940 | RNP | C4 | | 08 | BST2 | Western County |
| 21090 | GAP RD | 1.3340 | 1.6280 | 0.2940 | SK | C4 | | 08 | BST2 | Western County |
| 21090 | GAP RD | 1.6280 | 1.6330 | 0.0050 | OTH | C4 | | 08 | BST2 | Western County |
| 21090 | GAP RD | 1.6480 | 2.1850 | 0.5370 | SK | C4 | | 08 | BST2 | Western County |
| 21090 | GAP RD | 2.1850 | 2.1950 | 0.0100 | OTH | C4 | | 08 | BST2 | Western County |
| 21090 | GAP RD | 2.1990 | 2.5580 | 0.3590 | SK | C4 | | 08 | BST2 | Western County |
| 21090 | GAP RD | 2.5580 | 2.7210 | 0.1630 | RNP | C4 | | 08 | BST2 | Western County |
| 21090 | GAP RD | 2.7320 | 2.9050 | 0.1730 | DNP | C4 | | 08 | BST2 | Western County |
| 21090 | GAP RD | 2.9050 | 2.9430 | 0.0380 | RNP | C4 | | 08 | BST2 | Western County |
| 21090 | GAP RD | 2.9430 | 2.9710 | 0.0280 | SK | C4 | | 08 | BST2 | Western County |
| 21090 | GAP RD | 2.9710 | 3.1270 | 0.1560 | LNP | C4 | | 08 | BST2 | Western County |
| 21090 | GAP RD | 3.1270 | 3.1640 | 0.0370 | DNP | C4 | | 08 | BST2 | Western County |
| 21090 | GAP RD | 3.1640 | 3.2320 | 0.0680 | RNP | C4 | | 08 | BST2 | Western County |
| 21090 | GAP RD | 3.2320 | 3.2950 | 0.0630 | SK | C4 | | 08 | BST2 | Western County |
| 21090 | GAP RD | 3.2950 | 3.4330 | 0.1380 | LNP | C4 | | 08 | BST2 | Western County |

Master Road List

| Road Number | Road Name | BMP | EMP | Total Miles | Center | Edge | Lane | FFC | BST Area | Maintenance Area |
|-------------|-----------|--------|--------|-------------|--------|------|------|-----|----------|------------------|
| 21090 | GAP RD | 3.4330 | 3.7050 | 0.2720 | SK | C4 | | 08 | BST2 | Western County |
| 21090 | GAP RD | 3.7230 | 3.8300 | 0.1070 | RNP | | | 08 | BST2 | Western County |
| 21090 | GAP RD | 3.8300 | 3.8490 | 0.0190 | SK | | | 08 | BST2 | Western County |
| 21090 | GAP RD | 3.8490 | 3.9950 | 0.1460 | LNP | | | 08 | BST2 | Western County |
| 21090 | GAP RD | 3.9950 | 4.1140 | 0.1190 | SK | | | 08 | BST2 | Western County |
| 21090 | GAP RD | 4.1140 | 4.1980 | 0.0840 | RNP | | | 08 | BST2 | Western County |
| 21090 | GAP RD | 4.1980 | 4.2570 | 0.0590 | SK | | | 08 | BST2 | Western County |
| 21090 | GAP RD | 4.2570 | 4.3640 | 0.1070 | LNP | | | 08 | BST2 | Western County |
| 21090 | GAP RD | 4.3640 | 4.6950 | 0.3310 | SK | | | 08 | BST2 | Western County |
| 21090 | GAP RD | 4.7110 | 5.0540 | 0.3430 | SK | | | 08 | BST2 | Western County |
| 21090 | GAP RD | 5.0540 | 5.2530 | 0.1990 | RNP | | | 08 | BST2 | Western County |
| 21090 | GAP RD | 5.2530 | 5.3120 | 0.0590 | DNP | | | 08 | BST2 | Western County |
| 21090 | GAP RD | 5.3120 | 5.4220 | 0.1100 | LNP | | | 08 | BST2 | Western County |
| 21090 | GAP RD | 5.4220 | 5.6000 | 0.1780 | SK | | | 08 | BST2 | Western County |
| 21090 | GAP RD | 5.6000 | 5.7220 | 0.1220 | LNP | | | 08 | BST2 | Western County |
| 21090 | GAP RD | 5.7220 | 5.7450 | 0.0230 | SK | | | 08 | BST2 | Western County |
| 30240 | GOOD RD | 0.0050 | 0.1000 | 0.0950 | RNP | | | 09 | BST2 | Western County |
| 30240 | GOOD RD | 0.1000 | 0.1350 | 0.0350 | SK | | | 09 | BST2 | Western County |
| 30240 | GOOD RD | 0.1350 | 0.2310 | 0.0960 | LNP | | | 09 | BST2 | Western County |
| 30240 | GOOD RD | 0.2310 | 0.8250 | 0.5940 | SK | | | 09 | BST2 | Western County |
| 30240 | GOOD RD | 0.8250 | 0.8880 | 0.0630 | RNP | | | 09 | BST2 | Western County |
| 30240 | GOOD RD | 0.8880 | 0.9020 | 0.0140 | SK | | | 09 | BST2 | Western County |
| 30240 | GOOD RD | 0.9020 | 1.0230 | 0.1210 | LNP | | | 09 | BST2 | Western County |
| 12150 | GRANT AVE | 0.0000 | 0.1440 | 0.1440 | DNP | | | 17 | BST2 | Western County |
| 22220 | HANKS RD | 3.0210 | 3.0250 | 0.0040 | SK | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 3.0250 | 3.3160 | 0.2910 | SK | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 3.3160 | 3.4460 | 0.1300 | RNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 3.4460 | 3.5350 | 0.0890 | SK | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 3.5350 | 3.6290 | 0.0940 | LNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 3.6290 | 3.6820 | 0.0530 | SK | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 3.6820 | 3.7710 | 0.0890 | RNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 3.7710 | 3.7840 | 0.0130 | DNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 3.7840 | 3.8880 | 0.1040 | LNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 3.8880 | 4.0300 | 0.1420 | DNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 4.0300 | 4.0320 | 0.0020 | DNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 4.0420 | 4.0450 | 0.0030 | SK | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 4.0450 | 4.3490 | 0.3040 | SK | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 4.3490 | 4.4820 | 0.1330 | RNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 4.4820 | 4.5190 | 0.0370 | SK | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 4.5190 | 4.6220 | 0.1030 | LNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 4.6220 | 4.6500 | 0.0280 | SK | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 4.6500 | 4.8090 | 0.1590 | RNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 4.8090 | 4.9200 | 0.1110 | DNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 4.8200 | 4.9350 | 0.1150 | LNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 4.9350 | 5.0000 | 0.0650 | SK | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 5.0000 | 5.0430 | 0.0430 | RNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 5.0430 | 5.0460 | 0.0030 | RNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 5.0560 | 5.0620 | 0.0060 | RNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 5.0620 | 5.1090 | 0.0470 | RNP | C4 | | 08 | BST2 | Western County |

Master Road List

| Road Number | Road Name | BMP | EMP | Total Miles | Center | Edge | Lane | FFC | BST Area | Maintenance Area |
|-------------|---------------|--------|--------|-------------|--------|------|------|-----|----------|------------------|
| 22220 | HANKS RD | 5.1090 | 5.1120 | 0.0030 | DNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 5.1120 | 5.2890 | 0.1770 | LNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 5.2890 | 5.4840 | 0.1950 | SK | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 5.4840 | 5.6230 | 0.1390 | RNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 5.6230 | 5.6280 | 0.0050 | DNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 5.6280 | 5.7720 | 0.1440 | LNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 5.7720 | 5.9320 | 0.1600 | SK | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 5.9320 | 6.0580 | 0.1260 | RNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 6.0770 | 6.2070 | 0.1300 | DNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 6.2070 | 6.3430 | 0.1360 | LNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 6.3430 | 6.4110 | 0.0680 | DNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 6.4110 | 6.4970 | 0.0860 | RNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 6.4970 | 6.7930 | 0.2960 | DNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 6.7930 | 6.8660 | 0.0730 | LNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 6.8660 | 6.9490 | 0.0830 | DNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 6.9490 | 7.0270 | 0.0780 | RNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 7.0270 | 7.0870 | 0.0600 | DNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 7.0870 | 7.0900 | 0.0030 | DNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 7.1010 | 7.1030 | 0.0020 | DNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 7.1030 | 7.2660 | 0.1630 | DNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 7.2660 | 7.3570 | 0.0910 | LNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 7.3570 | 7.4460 | 0.0890 | DNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 7.4460 | 7.5420 | 0.0960 | RNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 7.5420 | 7.9850 | 0.4430 | DNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 7.9850 | 8.0940 | 0.1090 | LNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 8.0940 | 8.0960 | 0.0020 | SK | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 8.1090 | 8.1110 | 0.0020 | SK | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 8.1110 | 8.1630 | 0.0520 | SK | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 8.1630 | 8.2980 | 0.1350 | RNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 8.2980 | 8.5080 | 0.2100 | DNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 8.5080 | 8.6180 | 0.1100 | LNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 8.6180 | 8.7020 | 0.0840 | DNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 8.7020 | 8.7720 | 0.0700 | RNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 8.7720 | 9.0950 | 0.3230 | DNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 9.0950 | 9.0980 | 0.0030 | DNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 9.1080 | 9.1120 | 0.0040 | DNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 9.1120 | 9.1990 | 0.0870 | DNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 9.1990 | 9.4390 | 0.2400 | LNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 9.4390 | 9.4740 | 0.0350 | SK | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 9.4740 | 9.6240 | 0.1500 | RNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 9.6240 | 9.7780 | 0.1540 | DNP | C4 | | 08 | BST2 | Western County |
| 22220 | HANKS RD | 9.7780 | 9.8610 | 0.0830 | LNP | C4 | | 08 | BST2 | Western County |
| 21850 | HINZERLING RD | 0.0050 | 0.0120 | 0.0070 | DNP | | | 18 | BST2 | Western County |
| 21850 | HINZERLING RD | 0.0120 | 0.0410 | 0.0290 | DNP | C4 | | 18 | BST2 | Western County |
| 21850 | HINZERLING RD | 0.0410 | 0.1110 | 0.0700 | SK | C4 | | 18 | BST2 | Western County |
| 21850 | HINZERLING RD | 0.1110 | 0.2160 | 0.1050 | DNP | C4 | | 18 | BST2 | Western County |
| 21850 | HINZERLING RD | 0.2220 | 0.3440 | 0.1220 | DNP | C4 | | 18 | BST2 | Western County |
| 21850 | HINZERLING RD | 0.3560 | 0.3630 | 0.0070 | | C4 | | 18 | BST2 | Western County |
| 21850 | HINZERLING RD | 0.3630 | 0.5650 | 0.2020 | SK | C4 | | 18 | BST2 | Western County |

Master Road List

| Road Number | Road Name | BMP | EMP | Total Miles | Center | Edge | Lane | FFC | BST Area | Maintenance Area |
|-------------|---------------|--------|--------|-------------|--------|------|------|-----|----------|------------------|
| 21850 | HINZERLING RD | 0.5650 | 0.6880 | 0.1230 | RNP | C4 | | 18 | BST2 | Western County |
| 21850 | HINZERLING RD | 0.7010 | 0.7020 | 0.0010 | | C4 | | 18 | BST2 | Western County |
| 21850 | HINZERLING RD | 0.7020 | 0.8690 | 0.1670 | LNP | C4 | | 18 | BST2 | Western County |
| 21850 | HINZERLING RD | 0.8810 | 0.9540 | 0.0730 | LNP | C4 | | 18 | BST2 | Western County |
| 21850 | HINZERLING RD | 0.9540 | 1.0270 | 0.0730 | SK | C4 | | 18 | BST2 | Western County |
| 21850 | HINZERLING RD | 1.0420 | 1.0440 | 0.0020 | SK | C4 | | 19 | BST2 | Western County |
| 21850 | HINZERLING RD | 1.0440 | 1.3730 | 0.3290 | SK | C4 | | 09 | BST2 | Western County |
| 21850 | HINZERLING RD | 1.0440 | 1.3730 | 0.3290 | SK | C4 | | 19 | BST2 | Western County |
| 21850 | HINZERLING RD | 1.3730 | 1.4960 | 0.1230 | RNP | C4 | | 09 | BST2 | Western County |
| 21850 | HINZERLING RD | 1.4960 | 1.5310 | 0.0350 | SK | C4 | | 09 | BST2 | Western County |
| 21850 | HINZERLING RD | 1.5310 | 1.5520 | 0.0210 | LNP | C4 | | 09 | BST2 | Western County |
| 21850 | HINZERLING RD | 1.5610 | 1.6580 | 0.0970 | LNP | C4 | | 09 | BST2 | Western County |
| 21850 | HINZERLING RD | 1.6580 | 2.0180 | 0.3600 | SK | C4 | | 09 | BST2 | Western County |
| 21850 | HINZERLING RD | 2.0180 | 2.0720 | 0.0540 | RNP | C4 | | 09 | BST2 | Western County |
| 21850 | HINZERLING RD | 2.0830 | 2.0850 | 0.0020 | RNP | C4 | | 09 | BST2 | Western County |
| 21850 | HINZERLING RD | 2.0850 | 2.1140 | 0.0290 | RNP | C4 | | 09 | BST2 | Western County |
| 21850 | HINZERLING RD | 2.1140 | 2.3260 | 0.2120 | DNP | C4 | | 09 | BST2 | Western County |
| 21850 | HINZERLING RD | 2.3260 | 2.4170 | 0.0910 | LNP | C4 | | 09 | BST2 | Western County |
| 21850 | HINZERLING RD | 2.4170 | 2.5070 | 0.0900 | DNP | C4 | | 09 | BST2 | Western County |
| 21850 | HINZERLING RD | 2.5070 | 2.5670 | 0.0600 | RNP | C4 | | 09 | BST2 | Western County |
| 21850 | HINZERLING RD | 2.5670 | 2.5880 | 0.0210 | SK | C4 | | 09 | BST2 | Western County |
| 21850 | HINZERLING RD | 2.5880 | 2.7330 | 0.1450 | LNP | C4 | | 09 | BST2 | Western County |
| 21850 | HINZERLING RD | 2.7330 | 2.7530 | 0.0200 | SK | C4 | | 09 | BST2 | Western County |
| 21850 | HINZERLING RD | 2.7530 | 2.8380 | 0.0850 | RNP | C4 | | 09 | BST2 | Western County |
| 21850 | HINZERLING RD | 2.8380 | 2.9100 | 0.0720 | SK | C4 | | 09 | BST2 | Western County |
| 21850 | HINZERLING RD | 2.9100 | 3.0750 | 0.1650 | LNP | C4 | | 09 | BST2 | Western County |
| 21850 | HINZERLING RD | 3.0910 | 3.3890 | 0.2980 | SK | C4 | | 09 | BST2 | Western County |
| 21850 | HINZERLING RD | 3.3890 | 3.5160 | 0.1270 | RNP | C4 | | 09 | BST2 | Western County |
| 21850 | HINZERLING RD | 3.5160 | 3.5480 | 0.0320 | DNP | C4 | | 09 | BST2 | Western County |
| 21850 | HINZERLING RD | 3.5480 | 3.6200 | 0.0720 | LNP | C4 | | 09 | BST2 | Western County |
| 21850 | HINZERLING RD | 3.6200 | 3.7300 | 0.1100 | SK | C4 | | 09 | BST2 | Western County |
| 21850 | HINZERLING RD | 3.7300 | 3.8110 | 0.0810 | RNP | C4 | | 09 | BST2 | Western County |
| 21850 | HINZERLING RD | 3.8110 | 3.8340 | 0.0230 | DNP | C4 | | 09 | BST2 | Western County |
| 21850 | HINZERLING RD | 3.8340 | 4.0640 | 0.2300 | LNP | C4 | | 09 | BST2 | Western County |
| 21850 | HINZERLING RD | 4.0640 | 4.0790 | 0.0150 | SK | C4 | | 09 | BST2 | Western County |
| 21850 | HINZERLING RD | 4.0970 | 4.1770 | 0.0800 | RNP | C4 | | 09 | BST2 | Western County |
| 21850 | HINZERLING RD | 4.1770 | 4.1790 | 0.0020 | DNP | C4 | | 09 | BST2 | Western County |
| 21850 | HINZERLING RD | 4.1790 | 4.2780 | 0.0990 | LNP | C4 | | 09 | BST2 | Western County |
| 21850 | HINZERLING RD | 4.2780 | 5.0840 | 0.8060 | SK | C4 | | 09 | BST2 | Western County |
| 20280 | JOHNSON RD | 3.2440 | 3.2470 | 0.0030 | | C4 | | 17 | BST2 | Western County |
| 20280 | JOHNSON RD | 3.2470 | 3.4130 | 0.1660 | SK | C4 | | 17 | BST2 | Western County |
| 20280 | JOHNSON RD | 3.4130 | 3.5010 | 0.0880 | RNP | C4 | | 17 | BST2 | Western County |
| 20280 | JOHNSON RD | 3.5090 | 3.5130 | 0.0040 | RNP | | | 17 | BST2 | Western County |
| 20280 | JOHNSON RD | 3.5130 | 3.5390 | 0.0260 | RNP | C4 | | 17 | BST2 | Western County |
| 20280 | JOHNSON RD | 3.5390 | 3.5580 | 0.0190 | DNP | C4 | | 17 | BST2 | Western County |
| 20280 | JOHNSON RD | 3.5580 | 3.6710 | 0.1130 | LNP | C4 | | 17 | BST2 | Western County |
| 20280 | JOHNSON RD | 3.6710 | 4.0020 | 0.3310 | SK | C4 | | 17 | BST2 | Western County |
| 20280 | JOHNSON RD | 4.0020 | 4.0030 | 0.0010 | SK | C4 | | 17 | BST2 | Western County |
| 20280 | JOHNSON RD | 4.0130 | 4.5050 | 0.4920 | SK | C4 | | 17 | BST2 | Western County |

Master Road List

| Road Number | Road Name | BMP | EMP | Total Miles | Center | Edge | Lane | FFC | BST Area | Maintenance Area |
|-------------|--------------|--------|--------|-------------|--------|------|------|-----|----------|------------------|
| 20280 | JOHNSON RD | 4.5170 | 4.9640 | 0.4470 | SK | C4 | | 17 | BST2 | Western County |
| 20280 | JOHNSON RD | 4.9640 | 5.0050 | 0.0410 | RNP | C4 | | 17 | BST2 | Western County |
| 20280 | JOHNSON RD | 5.0050 | 5.0180 | 0.0130 | RNP | | | 17 | BST2 | Western County |
| 20460 | KING TULL RD | 3.0690 | 3.2180 | 0.1490 | LNP | | | 08 | BST2 | Western County |
| 20460 | KING TULL RD | 3.2180 | 4.0700 | 0.8520 | SK | | | 08 | BST2 | Western County |
| 20460 | KING TULL RD | 4.0820 | 4.1700 | 0.0880 | LNP | | | 08 | BST2 | Western County |
| 20460 | KING TULL RD | 4.1700 | 5.0780 | 0.9080 | SK | | | 08 | BST2 | Western County |
| 20460 | KING TULL RD | 5.0940 | 5.5800 | 0.4860 | SK | | | 08 | BST2 | Western County |
| 20460 | KING TULL RD | 5.5960 | 6.0960 | 0.5000 | SK | | | 08 | BST2 | Western County |
| 20460 | KING TULL RD | 6.1110 | 6.2160 | 0.1050 | SK | | | 08 | BST2 | Western County |
| 20460 | KING TULL RD | 6.2180 | 6.3390 | 0.1210 | RNP | | | 08 | BST2 | Western County |
| 20460 | KING TULL RD | 6.3390 | 6.3590 | 0.0200 | SK | | | 08 | BST2 | Western County |
| 20460 | KING TULL RD | 6.3590 | 6.4810 | 0.1220 | LNP | | | 08 | BST2 | Western County |
| 20460 | KING TULL RD | 6.4810 | 7.0640 | 0.5830 | SK | | | 08 | BST2 | Western County |
| 20460 | KING TULL RD | 7.0820 | 7.2460 | 0.1640 | SK | | | 08 | BST2 | Western County |
| 20460 | KING TULL RD | 7.2480 | 7.3550 | 0.1070 | LNP | | | 08 | BST2 | Western County |
| 20460 | KING TULL RD | 7.3550 | 7.3590 | 0.0040 | DNP | | | 08 | BST2 | Western County |
| 20460 | KING TULL RD | 7.3590 | 7.4540 | 0.0950 | RNP | | | 08 | BST2 | Western County |
| 20460 | KING TULL RD | 7.4540 | 7.4850 | 0.0310 | SK | | | 08 | BST2 | Western County |
| 20460 | KING TULL RD | 7.4850 | 7.5740 | 0.0890 | LNP | | | 08 | BST2 | Western County |
| 22640 | MCCREADIE RD | 3.0380 | 3.4210 | 0.3830 | DNP | | | 08 | BST2 | Western County |
| 22640 | MCCREADIE RD | 3.4210 | 3.5440 | 0.1230 | LNP | | | 08 | BST2 | Western County |
| 22640 | MCCREADIE RD | 3.5440 | 3.5480 | 0.0040 | DNP | | | 08 | BST2 | Western County |
| 22640 | MCCREADIE RD | 3.5480 | 3.6570 | 0.1090 | RNP | | | 08 | BST2 | Western County |
| 22640 | MCCREADIE RD | 3.6570 | 3.9200 | 0.2630 | DNP | | | 08 | BST2 | Western County |
| 22640 | MCCREADIE RD | 3.9200 | 4.0300 | 0.1100 | LNP | | | 08 | BST2 | Western County |
| 22640 | MCCREADIE RD | 4.0470 | 4.1430 | 0.0960 | DNP | | | 09 | BST2 | Western County |
| 22640 | MCCREADIE RD | 4.1430 | 4.2890 | 0.1460 | LNP | | | 09 | BST2 | Western County |
| 22640 | MCCREADIE RD | 4.2890 | 4.5740 | 0.2850 | SK | | | 09 | BST2 | Western County |
| 22640 | MCCREADIE RD | 4.5740 | 4.7200 | 0.1460 | RNP | | | 09 | BST2 | Western County |
| 22640 | MCCREADIE RD | 4.7200 | 4.9300 | 0.2100 | DNP | | | 09 | BST2 | Western County |
| 22640 | MCCREADIE RD | 4.9300 | 5.0370 | 0.1070 | LNP | | | 09 | BST2 | Western County |
| 22640 | MCCREADIE RD | 5.0510 | 5.6540 | 0.6030 | SK | | | 09 | BST2 | Western County |
| 22640 | MCCREADIE RD | 5.6540 | 5.8530 | 0.1990 | RNP | | | 09 | BST2 | Western County |
| 22640 | MCCREADIE RD | 5.8530 | 5.8600 | 0.0070 | DNP | | | 09 | BST2 | Western County |
| 22640 | MCCREADIE RD | 5.8600 | 6.0540 | 0.1940 | LNP | | | 09 | BST2 | Western County |
| 24210 | MCDONALD RD | 0.0080 | 0.3740 | 0.3660 | SK | | | 09 | BST2 | Western County |
| 24210 | MCDONALD RD | 0.3740 | 0.4950 | 0.1210 | DNP | | | 09 | BST2 | Western County |
| 24210 | MCDONALD RD | 0.4990 | 0.6350 | 0.1360 | DNP | | | 09 | BST2 | Western County |
| 24210 | MCDONALD RD | 0.6390 | 0.7510 | 0.1120 | DNP | | | 09 | BST2 | Western County |
| 24210 | MCDONALD RD | 0.7510 | 0.9610 | 0.2100 | SK | | | 09 | BST2 | Western County |
| 24210 | MCDONALD RD | 0.9810 | 1.1130 | 0.1320 | RNP | | | 09 | BST2 | Western County |
| 24210 | MCDONALD RD | 1.1130 | 1.2130 | 0.1000 | DNP | | | 09 | BST2 | Western County |
| 24210 | MCDONALD RD | 1.2130 | 1.2960 | 0.0830 | LNP | | | 09 | BST2 | Western County |
| 24210 | MCDONALD RD | 1.2960 | 1.3390 | 0.0430 | SK | | | 09 | BST2 | Western County |
| 24210 | MCDONALD RD | 1.3390 | 1.4380 | 0.0990 | RNP | | | 09 | BST2 | Western County |
| 24210 | MCDONALD RD | 1.4380 | 1.4930 | 0.0550 | DNP | | | 09 | BST2 | Western County |
| 24210 | MCDONALD RD | 1.4930 | 1.5840 | 0.0910 | LNP | | | 09 | BST2 | Western County |
| 24210 | MCDONALD RD | 1.5840 | 1.5950 | 0.0110 | SK | | | 09 | BST2 | Western County |

Master Road List

| Road Number | Road Name | BMP | EMP | Total Miles | Center | Edge | Lane | FFC | BST Area | Maintenance Area |
|-------------|-----------------------|--------|--------|-------------|--------|------|------|-----|----------|------------------|
| 24210 | MCDONALD RD | 1.5950 | 1.6980 | 0.1030 | RNP | | | 09 | BST2 | Western County |
| 24210 | MCDONALD RD | 1.6980 | 1.8020 | 0.1040 | DNP | | | 09 | BST2 | Western County |
| 24210 | MCDONALD RD | 1.8020 | 1.8930 | 0.0910 | LNP | | | 09 | BST2 | Western County |
| 24210 | MCDONALD RD | 1.8930 | 1.9750 | 0.0820 | SK | | | 09 | BST2 | Western County |
| 24210 | MCDONALD RD | 3.0700 | 3.2870 | 0.2170 | SK | | | 09 | BST2 | Western County |
| 24210 | MCDONALD RD | 3.2870 | 3.5270 | 0.2400 | RNP | | | 09 | BST2 | Western County |
| 24210 | MCDONALD RD | 3.5270 | 3.5700 | 0.0430 | DNP | | | 09 | BST2 | Western County |
| 24210 | MCDONALD RD | 3.5700 | 3.7140 | 0.1440 | LNP | | | 09 | BST2 | Western County |
| 24210 | MCDONALD RD | 3.7140 | 4.0900 | 0.3760 | SK | | | 09 | BST2 | Western County |
| 24210 | MCDONALD RD | 4.1080 | 5.1440 | 1.0360 | SK | | | 09 | BST2 | Western County |
| 25550 | MISSIMER RD | 2.6670 | 2.9980 | 0.3310 | SK | | | 09 | BST2 | Western County |
| 25550 | MISSIMER RD | 2.9980 | 3.0590 | 0.0610 | RNP | | | 09 | BST2 | Western County |
| 25550 | MISSIMER RD | 3.0590 | 3.2390 | 0.1800 | DNP | | | 09 | BST2 | Western County |
| 25550 | MISSIMER RD | 3.2390 | 3.2730 | 0.0340 | LNP | | | 09 | BST2 | Western County |
| 25550 | MISSIMER RD | 3.2730 | 3.4340 | 0.1610 | SK | | | 09 | BST2 | Western County |
| 25550 | MISSIMER RD | 3.4340 | 3.4950 | 0.0610 | RNP | | | 09 | BST2 | Western County |
| 25550 | MISSIMER RD | 3.4950 | 3.5030 | 0.0080 | DNP | | | 09 | BST2 | Western County |
| 25550 | MISSIMER RD | 3.5030 | 3.6050 | 0.1020 | LNP | | | 09 | BST2 | Western County |
| 25550 | MISSIMER RD | 3.6050 | 3.8460 | 0.2410 | SK | | | 09 | BST2 | Western County |
| 25550 | MISSIMER RD | 3.8600 | 3.9250 | 0.0650 | SK | | | 09 | BST2 | Western County |
| 25550 | MISSIMER RD | 3.9250 | 4.0640 | 0.1390 | LNP | | | 09 | BST2 | Western County |
| 25550 | MISSIMER RD | 4.0640 | 4.3400 | 0.2760 | SK | | | 09 | BST2 | Western County |
| 25550 | MISSIMER RD | 4.3400 | 4.4980 | 0.1580 | RNP | | | 09 | BST2 | Western County |
| 25550 | MISSIMER RD | 4.4980 | 4.6090 | 0.1110 | DNP | | | 09 | BST2 | Western County |
| 25550 | MISSIMER RD | 4.6090 | 4.7590 | 0.1500 | LNP | | | 09 | BST2 | Western County |
| 25550 | MISSIMER RD | 4.7590 | 4.8700 | 0.1110 | SK | | | 09 | BST2 | Western County |
| 25550 | MISSIMER RD | 4.8830 | 5.0300 | 0.1470 | RNP | | | 09 | BST2 | Western County |
| 25550 | MISSIMER RD | 5.0300 | 5.0540 | 0.0240 | SK | | | 09 | BST2 | Western County |
| 25550 | MISSIMER RD | 5.0540 | 5.2140 | 0.1600 | LNP | | | 09 | BST2 | Western County |
| 25550 | MISSIMER RD | 5.2140 | 5.4000 | 0.1860 | SK | | | 09 | BST2 | Western County |
| 25550 | MISSIMER RD | 5.4000 | 5.5010 | 0.1010 | RNP | | | 09 | BST2 | Western County |
| 25550 | MISSIMER RD | 5.5010 | 5.5430 | 0.0420 | SK | | | 09 | BST2 | Western County |
| 25550 | MISSIMER RD | 5.5430 | 5.6960 | 0.1530 | LNP | | | 09 | BST2 | Western County |
| 25550 | MISSIMER RD | 5.6960 | 5.8910 | 0.1950 | SK | | | 09 | BST2 | Western County |
| 25550 | MISSIMER RD | 5.9080 | 6.1150 | 0.2070 | SK | | | 09 | BST2 | Western County |
| 25550 | MISSIMER RD | 6.1150 | 6.2640 | 0.1490 | RNP | | | 09 | BST2 | Western County |
| 25550 | MISSIMER RD | 6.2640 | 6.3030 | 0.0390 | SK | | | 09 | BST2 | Western County |
| 25550 | MISSIMER RD | 6.3030 | 6.3640 | 0.0610 | LNP | | | 09 | BST2 | Western County |
| 25550 | MISSIMER RD | 6.3640 | 6.4490 | 0.0850 | DNP | | | 09 | BST2 | Western County |
| 25550 | MISSIMER RD | 6.4490 | 6.5260 | 0.0770 | RNP | | | 09 | BST2 | Western County |
| 25550 | MISSIMER RD | 6.5260 | 6.5420 | 0.0160 | RNP | | | 09 | BST2 | Western County |
| 25550 | MISSIMER RD | 6.5520 | 6.6680 | 0.1160 | DNP | | | 09 | BST2 | Western County |
| 25550 | MISSIMER RD | 6.6680 | 7.8930 | 1.2250 | SK | | | 09 | BST2 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 4.6820 | 5.0320 | 0.3500 | DNP | | | 18 | BST2 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 5.0490 | 5.2520 | 0.2030 | SK | C4 | | 17 | BST2 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 5.2550 | 5.3320 | 0.0770 | RNP | C4 | | 17 | BST2 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 5.3470 | 5.4340 | 0.0870 | RNP | C4 | | 17 | BST2 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 5.4340 | 5.4980 | 0.0640 | DNP | C4 | | 17 | BST2 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 5.4980 | 5.5810 | 0.0830 | LNP | C4 | | 17 | BST2 | Western County |

Master Road List

| Road Number | Road Name | BMP | EMP | Total Miles | Center | Edge | Lane | FFC | BST Area | Maintenance Area |
|-------------|-----------------------|---------|---------|-------------|--------|------|------|-----|----------|------------------|
| 22150 | OLD INLAND EMPIRE HWY | 5.5930 | 5.7110 | 0.1180 | LNP | C4 | | 17 | BST2 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 5.7110 | 5.8180 | 0.1070 | SK | C4 | | 17 | BST2 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 5.8180 | 5.9250 | 0.1070 | RNP | C4 | | 17 | BST2 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 5.9250 | 5.9970 | 0.0720 | DNP | C4 | | 17 | BST2 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 6.0070 | 6.1450 | 0.1380 | DNP | C4 | | 07 | BST2 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 6.0070 | 6.1450 | 0.1380 | DNP | C4 | | 17 | BST2 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 6.1450 | 6.1830 | 0.0380 | LNP | C4 | | 07 | BST2 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 6.1830 | 7.5020 | 1.3190 | SK | C4 | | 07 | BST2 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 7.5140 | 8.4910 | 0.9770 | SK | C4 | | 07 | BST2 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 8.5030 | 8.8150 | 0.3120 | SK | C4 | | 07 | BST2 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 8.8150 | 8.9690 | 0.1540 | RNP | C4 | | 07 | BST2 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 8.9690 | 8.9860 | 0.0170 | DNP | C4 | | 07 | BST2 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 9.0010 | 9.0160 | 0.0150 | DNP | C4 | | 07 | BST2 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 9.0160 | 9.1450 | 0.1290 | LNP | C4 | | 07 | BST2 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 9.1450 | 9.3040 | 0.1590 | SK | C4 | | 07 | BST2 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 9.3040 | 9.3930 | 0.0890 | RNP | C4 | | 07 | BST2 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 9.3930 | 9.4800 | 0.0870 | DNP | C4 | | 07 | BST2 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 9.4910 | 9.6300 | 0.1390 | DNP | C4 | | 07 | BST2 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 9.6300 | 10.2980 | 0.6680 | SK | C4 | | 07 | BST2 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 10.2980 | 10.4330 | 0.1350 | RNP | C4 | | 07 | BST2 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 10.4330 | 10.4910 | 0.0580 | DNP | C4 | | 07 | BST2 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 10.4980 | 10.8540 | 0.3560 | DNP | C4 | | 07 | BST2 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 10.8670 | 10.9300 | 0.0630 | DNP | C4 | | 07 | BST2 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 10.9300 | 11.0750 | 0.1450 | LNP | C4 | | 07 | BST2 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 11.0750 | 11.5040 | 0.4290 | SK | C4 | | 07 | BST2 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 11.5040 | 11.6910 | 0.1870 | RNP | C4 | | 07 | BST2 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 11.6910 | 11.6960 | 0.0050 | DNP | C4 | | 07 | BST2 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 11.6960 | 11.7900 | 0.0940 | LNP | C4 | | 07 | BST2 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 11.7900 | 12.0200 | 0.2300 | DNP | C4 | | 07 | BST2 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 12.0140 | 12.2260 | 0.2120 | LNP | C4 | | 07 | BST2 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 12.2260 | 12.4200 | 0.1940 | SK | C4 | | 07 | BST2 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 12.4200 | 12.4730 | 0.0530 | RNP | C4 | | 07 | BST2 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 12.4840 | 12.6400 | 0.1560 | RNP | C4 | | 07 | BST2 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 12.6400 | 12.7470 | 0.1070 | DNP | C4 | | 07 | BST2 | Western County |
| 24310 | PIONEER RD | 0.0080 | 0.4070 | 0.3990 | SK | | | 08 | BST2 | Western County |
| 24310 | PIONEER RD | 0.4070 | 0.4900 | 0.0830 | DNP | | | 08 | BST2 | Western County |
| 24310 | PIONEER RD | 0.4970 | 0.5290 | 0.0320 | DNP | | | 08 | BST2 | Western County |
| 24310 | PIONEER RD | 0.5330 | 0.8050 | 0.2720 | DNP | | | 08 | BST2 | Western County |
| 24310 | PIONEER RD | 0.8090 | 0.8320 | 0.0230 | DNP | | | 08 | BST2 | Western County |
| 24310 | PIONEER RD | 0.8410 | 0.9090 | 0.0680 | DNP | | | 08 | BST2 | Western County |
| 24310 | PIONEER RD | 0.9090 | 0.9690 | 0.0600 | SK | | | 08 | BST2 | Western County |
| 24310 | PIONEER RD | 0.9850 | 1.5240 | 0.5390 | SK | | | 09 | BST2 | Western County |
| 24310 | PIONEER RD | 1.5240 | 1.6820 | 0.1580 | RNP | | | 09 | BST2 | Western County |
| 24310 | PIONEER RD | 1.6820 | 1.7440 | 0.0620 | DNP | | | 09 | BST2 | Western County |
| 24310 | PIONEER RD | 1.7440 | 1.9700 | 0.2260 | SK | | | 09 | BST2 | Western County |
| 25300 | ROTHROCK RD | 0.0050 | 0.1690 | 0.1640 | DNP | C4 | | 08 | BST2 | Western County |
| 25300 | ROTHROCK RD | 0.1690 | 0.2440 | 0.0750 | RNP | C4 | | 08 | BST2 | Western County |
| 25300 | ROTHROCK RD | 0.2440 | 0.3340 | 0.0900 | SK | C4 | | 08 | BST2 | Western County |
| 25300 | ROTHROCK RD | 0.3470 | 0.4770 | 0.1300 | SK | C4 | | 08 | BST2 | Western County |

Master Road List

| Road Number | Road Name | BMP | EMP | Total Miles | Center | Edge | Lane | FFC | BST Area | Maintenance Area |
|-------------|-------------|--------|--------|-------------|--------|------|------|-----|----------|------------------|
| 25300 | ROTHROCK RD | 0.4770 | 0.4870 | 0.0100 | SK | | | 08 | BST2 | Western County |
| 25300 | ROTHROCK RD | 0.4870 | 0.7430 | 0.2560 | SK | C4 | | 08 | BST2 | Western County |
| 25300 | ROTHROCK RD | 0.7430 | 0.8370 | 0.0940 | RNP | C4 | | 08 | BST2 | Western County |
| 25300 | ROTHROCK RD | 0.8370 | 0.9160 | 0.0790 | SK | C4 | | 08 | BST2 | Western County |
| 25300 | ROTHROCK RD | 0.9160 | 0.9970 | 0.0810 | LNP | C4 | | 08 | BST2 | Western County |
| 25300 | ROTHROCK RD | 0.9970 | 1.1600 | 0.1630 | RNP | C4 | | 08 | BST2 | Western County |
| 25300 | ROTHROCK RD | 1.1600 | 1.4340 | 0.2740 | DNP | C4 | | 08 | BST2 | Western County |
| 25300 | ROTHROCK RD | 1.4340 | 1.4780 | 0.0440 | LNP | C4 | | 08 | BST2 | Western County |
| 25300 | ROTHROCK RD | 1.4780 | 1.4850 | 0.0070 | LNP | | | 08 | BST2 | Western County |
| 25300 | ROTHROCK RD | 1.4940 | 1.5960 | 0.1020 | LNP | C4 | | 08 | BST2 | Western County |
| 25300 | ROTHROCK RD | 1.5960 | 1.6070 | 0.0110 | SK | C4 | | 08 | BST2 | Western County |
| 25300 | ROTHROCK RD | 1.6070 | 1.7230 | 0.1160 | RNP | C4 | | 08 | BST2 | Western County |
| 25300 | ROTHROCK RD | 1.7230 | 1.7400 | 0.0170 | DNP | C4 | | 08 | BST2 | Western County |
| 25300 | ROTHROCK RD | 1.7400 | 1.9090 | 0.1690 | LNP | C4 | | 08 | BST2 | Western County |
| 25300 | ROTHROCK RD | 1.9090 | 2.0850 | 0.1760 | SK | C4 | | 08 | BST2 | Western County |
| 25300 | ROTHROCK RD | 2.0850 | 2.2880 | 0.2030 | RNP | C4 | | 08 | BST2 | Western County |
| 25300 | ROTHROCK RD | 2.2880 | 2.4120 | 0.1240 | DNP | C4 | | 08 | BST2 | Western County |
| 25300 | ROTHROCK RD | 2.4120 | 2.5260 | 0.1140 | LNP | C4 | | 08 | BST2 | Western County |
| 25300 | ROTHROCK RD | 2.5400 | 2.5900 | 0.0500 | SK | C4 | | 08 | BST2 | Western County |
| 25300 | ROTHROCK RD | 2.5900 | 2.6530 | 0.0630 | SK | | | 08 | BST2 | Western County |
| 25300 | ROTHROCK RD | 2.6530 | 2.8350 | 0.1820 | RNP | | | 08 | BST2 | Western County |
| 25300 | ROTHROCK RD | 2.8350 | 2.8420 | 0.0070 | DNP | | | 08 | BST2 | Western County |
| 25300 | ROTHROCK RD | 2.8420 | 3.0020 | 0.1600 | LNP | | | 08 | BST2 | Western County |
| 25300 | ROTHROCK RD | 3.0020 | 3.1640 | 0.1620 | SK | | | 08 | BST2 | Western County |
| 25300 | ROTHROCK RD | 3.1640 | 3.3700 | 0.2060 | RNP | | | 08 | BST2 | Western County |
| 25300 | ROTHROCK RD | 3.3700 | 3.3950 | 0.0250 | DNP | | | 08 | BST2 | Western County |
| 25300 | ROTHROCK RD | 3.3950 | 3.5590 | 0.1640 | LNP | | | 08 | BST2 | Western County |
| 25300 | ROTHROCK RD | 3.5590 | 4.6270 | 1.0680 | SK | | | 08 | BST2 | Western County |
| 21360 | SHELBY RD | 0.0000 | 0.0740 | 0.0740 | DNP | | | 19 | BST2 | Western County |
| 21360 | SHELBY RD | 0.0740 | 0.1010 | 0.0270 | LNP | | | 19 | BST2 | Western County |
| 21360 | SHELBY RD | 0.1010 | 0.3850 | 0.2840 | SK | | | 19 | BST2 | Western County |
| 21360 | SHELBY RD | 0.3850 | 0.5310 | 0.1460 | DNP | | | 19 | BST2 | Western County |
| 22120 | SNIPES RD | 3.1400 | 3.2120 | 0.0720 | LNP | C4 | | 08 | BST2 | Western County |
| 22120 | SNIPES RD | 3.2120 | 3.2600 | 0.0480 | DNP | C4 | | 08 | BST2 | Western County |
| 22120 | SNIPES RD | 3.2600 | 3.3330 | 0.0730 | RNP | C4 | | 08 | BST2 | Western County |
| 22120 | SNIPES RD | 3.3330 | 3.3700 | 0.0370 | SK | C4 | | 08 | BST2 | Western County |
| 22120 | SNIPES RD | 3.3700 | 3.4890 | 0.1190 | LNP | C4 | | 08 | BST2 | Western County |
| 22120 | SNIPES RD | 3.4890 | 3.7880 | 0.2990 | RNP | C4 | | 08 | BST2 | Western County |
| 22120 | SNIPES RD | 3.7880 | 3.8240 | 0.0360 | DNP | C4 | | 08 | BST2 | Western County |
| 22120 | SNIPES RD | 3.8240 | 4.0150 | 0.1910 | LNP | C4 | | 08 | BST2 | Western County |
| 22120 | SNIPES RD | 4.0150 | 4.0590 | 0.0440 | LNP | C4 | | 08 | BST2 | Western County |
| 22120 | SNIPES RD | 4.0780 | 4.0850 | 0.0070 | RNP | | | 08 | BST2 | Western County |
| 22120 | SNIPES RD | 4.0850 | 4.1090 | 0.0240 | SK | C4 | | 08 | BST2 | Western County |
| 22120 | SNIPES RD | 4.1090 | 4.2670 | 0.1580 | RNP | C4 | | 08 | BST2 | Western County |
| 22120 | SNIPES RD | 4.2670 | 4.9410 | 0.6740 | DNP | C4 | | 08 | BST2 | Western County |
| 22120 | SNIPES RD | 4.9410 | 5.1280 | 0.1870 | LNP | C4 | | 08 | BST2 | Western County |
| 22120 | SNIPES RD | 5.1280 | 5.1720 | 0.0440 | SK | C4 | | 08 | BST2 | Western County |
| 22120 | SNIPES RD | 5.1840 | 5.2140 | 0.0300 | SK | C4 | | 08 | BST2 | Western County |
| 22120 | SNIPES RD | 5.2140 | 5.3290 | 0.1150 | LNP | C4 | | 08 | BST2 | Western County |

Master Road List

| Road Number | Road Name | BMP | EMP | Total Miles | Center | Edge | Lane | FFC | BST Area | Maintenance Area |
|-------------|-----------|--------|--------|-------------|--------|------|------|-----|----------|------------------|
| 22120 | SNIPES RD | 5.3290 | 5.5510 | 0.2220 | RNP | C4 | | 08 | BST2 | Western County |
| 22120 | SNIPES RD | 5.5510 | 5.5710 | 0.0200 | SK | C4 | | 08 | BST2 | Western County |
| 22120 | SNIPES RD | 5.5710 | 5.6830 | 0.1120 | LNP | C4 | | 08 | BST2 | Western County |
| 22120 | SNIPES RD | 5.6830 | 5.7620 | 0.0790 | SK | C4 | | 08 | BST2 | Western County |
| 22120 | SNIPES RD | 5.7320 | 5.8810 | 0.1490 | RNP | C4 | | 08 | BST2 | Western County |
| 22120 | SNIPES RD | 5.8810 | 6.1750 | 0.2940 | SK | C4 | | 08 | BST2 | Western County |
| 22120 | SNIPES RD | 6.1890 | 6.1960 | 0.0070 | | C4 | | 08 | BST2 | Western County |
| 22120 | SNIPES RD | 6.1960 | 6.5160 | 0.3200 | SK | C4 | | 08 | BST2 | Western County |
| 22120 | SNIPES RD | 6.5160 | 6.6560 | 0.1400 | RNP | C4 | | 08 | BST2 | Western County |
| 22120 | SNIPES RD | 6.6560 | 6.6910 | 0.0350 | SK | C4 | | 08 | BST2 | Western County |
| 22120 | SNIPES RD | 6.6910 | 6.8030 | 0.1120 | LNP | C4 | | 08 | BST2 | Western County |
| 22120 | SNIPES RD | 6.8030 | 6.8600 | 0.0570 | DNP | C4 | | 08 | BST2 | Western County |
| 22120 | SNIPES RD | 6.8600 | 6.9590 | 0.0990 | RNP | C4 | | 08 | BST2 | Western County |
| 22120 | SNIPES RD | 6.9590 | 7.0150 | 0.0560 | SK | C4 | | 08 | BST2 | Western County |
| 22120 | SNIPES RD | 7.0150 | 7.1650 | 0.1500 | LNP | C4 | | 08 | BST2 | Western County |
| 22120 | SNIPES RD | 7.1650 | 7.2390 | 0.0740 | SK | C4 | | 08 | BST2 | Western County |
| 22120 | SNIPES RD | 7.2510 | 7.8060 | 0.5550 | SK | C4 | | 08 | BST2 | Western County |
| 22120 | SNIPES RD | 7.8060 | 8.0050 | 0.1990 | RNP | C4 | | 08 | BST2 | Western County |
| 22120 | SNIPES RD | 8.0050 | 8.1530 | 0.1480 | DNP | C4 | | 08 | BST2 | Western County |
| 22120 | SNIPES RD | 8.1530 | 8.2520 | 0.0990 | LNP | C4 | | 08 | BST2 | Western County |
| 21230 | WAMBA RD | 0.0000 | 0.0560 | 0.0560 | DNP | | | 19 | BST2 | Western County |
| 32220 | ACORD RD | 0.0080 | 1.1840 | 1.1760 | DNP | | | 08 | BST3 | Western County |
| 32220 | ACORD RD | 1.1910 | 1.4000 | 0.2090 | DNP | | | 08 | BST3 | Western County |
| 32220 | ACORD RD | 1.4000 | 1.5820 | 0.1820 | LNP | | | 08 | BST3 | Western County |
| 32220 | ACORD RD | 1.5820 | 1.8000 | 0.2180 | SK | | | 08 | BST3 | Western County |
| 32220 | ACORD RD | 1.8000 | 1.9620 | 0.1620 | RNP | | | 08 | BST3 | Western County |
| 32220 | ACORD RD | 1.9620 | 1.9690 | 0.0070 | SK | | | 08 | BST3 | Western County |
| 32220 | ACORD RD | 1.9690 | 2.0460 | 0.0770 | LNP | | | 08 | BST3 | Western County |
| 32220 | ACORD RD | 2.0530 | 2.1320 | 0.0790 | LNP | | | 08 | BST3 | Western County |
| 32220 | ACORD RD | 2.1320 | 2.6870 | 0.5550 | SK | | | 08 | BST3 | Western County |
| 31550 | CASE RD | 0.0110 | 0.1700 | 0.1590 | DNP | | | 08 | BST3 | Western County |
| 31550 | CASE RD | 0.1700 | 0.2500 | 0.0800 | LNP | | | 08 | BST3 | Western County |
| 31550 | CASE RD | 0.2500 | 0.5030 | 0.2530 | SK | | | 08 | BST3 | Western County |
| 31550 | CASE RD | 0.5030 | 0.6410 | 0.1380 | RNP | | | 08 | BST3 | Western County |
| 31550 | CASE RD | 0.6410 | 0.8620 | 0.2210 | DNP | | | 08 | BST3 | Western County |
| 31550 | CASE RD | 0.8750 | 1.2280 | 0.3530 | DNP | | | 08 | BST3 | Western County |
| 31550 | CASE RD | 1.2280 | 1.2580 | 0.0300 | LNP | | | 08 | BST3 | Western County |
| 31550 | CASE RD | 1.2670 | 1.2930 | 0.0260 | LNP | | | 08 | BST3 | Western County |
| 31550 | CASE RD | 1.2930 | 1.3840 | 0.0910 | SK | | | 08 | BST3 | Western County |
| 31550 | CASE RD | 1.3840 | 1.4540 | 0.0700 | RNP | | | 08 | BST3 | Western County |
| 31550 | CASE RD | 1.4540 | 1.5280 | 0.0740 | SK | | | 08 | BST3 | Western County |
| 31550 | CASE RD | 1.5280 | 1.6430 | 0.1150 | LNP | | | 08 | BST3 | Western County |
| 31550 | CASE RD | 1.6430 | 1.7640 | 0.1210 | SK | | | 08 | BST3 | Western County |
| 31550 | CASE RD | 1.7640 | 1.9410 | 0.1770 | RNP | | | 08 | BST3 | Western County |
| 31550 | CASE RD | 1.9410 | 1.9840 | 0.0430 | DNP | | | 08 | BST3 | Western County |
| 31550 | CASE RD | 1.9840 | 2.1660 | 0.1820 | LNP | | | 08 | BST3 | Western County |
| 31550 | CASE RD | 2.1660 | 2.2930 | 0.1270 | SK | | | 08 | BST3 | Western County |
| 31550 | CASE RD | 2.3120 | 3.3650 | 1.0530 | SK | | | 08 | BST3 | Western County |
| 31550 | CASE RD | 3.3760 | 3.6630 | 0.2870 | SK | | | 08 | BST3 | Western County |

Master Road List

| Road Number | Road Name | BMP | EMP | Total Miles | Center | Edge | Lane | FFC | BST Area | Maintenance Area |
|-------------|------------------|--------|--------|-------------|--------|------|------|-----|----------|------------------|
| 31550 | CASE RD | 3.6630 | 3.8540 | 0.1910 | RNP | | | 08 | BST3 | Western County |
| 31550 | CASE RD | 3.8540 | 3.8650 | 0.0110 | DNP | | | 08 | BST3 | Western County |
| 31550 | CASE RD | 3.8650 | 4.0210 | 0.1560 | LNP | | | 08 | BST3 | Western County |
| 31550 | CASE RD | 4.0210 | 4.2310 | 0.2100 | SK | | | 08 | BST3 | Western County |
| 31550 | CASE RD | 4.2310 | 4.4150 | 0.1840 | RNP | | | 08 | BST3 | Western County |
| 31550 | CASE RD | 4.4290 | 4.5440 | 0.1150 | LNP | | | 08 | BST3 | Western County |
| 31550 | CASE RD | 4.5440 | 4.9940 | 0.4500 | SK | | | 08 | BST3 | Western County |
| 31550 | CASE RD | 4.9940 | 5.1690 | 0.1750 | RNP | | | 08 | BST3 | Western County |
| 31550 | CASE RD | 5.1690 | 5.4530 | 0.2840 | DNP | | | 08 | BST3 | Western County |
| 31550 | CASE RD | 5.4650 | 5.5470 | 0.0820 | DNP | | | 09 | BST3 | Western County |
| 16960 | CHANDLER RD | 0.0300 | 0.2270 | 0.1970 | SK | | | 09 | BST3 | Western County |
| 16960 | CHANDLER RD | 0.2430 | 0.5910 | 0.3480 | SK | | | 09 | BST3 | Western County |
| 16960 | CHANDLER RD | 0.6060 | 0.8810 | 0.2750 | SK | | | 09 | BST3 | Western County |
| 16960 | CHANDLER RD | 0.8810 | 1.0160 | 0.1350 | RNP | | | 09 | BST3 | Western County |
| 16960 | CHANDLER RD | 1.0160 | 1.0180 | 0.0020 | DNP | | | 09 | BST3 | Western County |
| 16960 | CHANDLER RD | 1.0180 | 1.1270 | 0.1090 | LNP | | | 09 | BST3 | Western County |
| 16960 | CHANDLER RD | 1.1270 | 1.2540 | 0.1270 | SK | | | 09 | BST3 | Western County |
| 16960 | CHANDLER RD | 1.2540 | 1.3470 | 0.0930 | RNP | | | 09 | BST3 | Western County |
| 16960 | CHANDLER RD | 1.3470 | 1.3600 | 0.0130 | SK | | | 09 | BST3 | Western County |
| 16960 | CHANDLER RD | 1.3600 | 1.4440 | 0.0840 | LNP | | | 09 | BST3 | Western County |
| 31640 | COATS RD | 0.0090 | 0.3290 | 0.3200 | SK | | | 09 | BST3 | Western County |
| 31640 | COATS RD | 0.3290 | 0.7640 | 0.4350 | RNP | | | 09 | BST3 | Western County |
| 31640 | COATS RD | 0.7640 | 0.7830 | 0.0190 | SK | | | 09 | BST3 | Western County |
| 31640 | COATS RD | 0.7830 | 0.8780 | 0.0950 | LNP | | | 09 | BST3 | Western County |
| 31640 | COATS RD | 0.8780 | 0.9420 | 0.0640 | SK | | | 09 | BST3 | Western County |
| 31640 | COATS RD | 0.9420 | 1.0520 | 0.1100 | RNP | | | 09 | BST3 | Western County |
| 31640 | COATS RD | 1.0520 | 1.0650 | 0.0130 | SK | | | 09 | BST3 | Western County |
| 31640 | COATS RD | 1.0650 | 1.1800 | 0.1150 | LNP | | | 09 | BST3 | Western County |
| 31640 | COATS RD | 1.1800 | 1.2160 | 0.0360 | SK | | | 09 | BST3 | Western County |
| 31640 | COATS RD | 1.2160 | 1.3370 | 0.1210 | RNP | | | 09 | BST3 | Western County |
| 31640 | COATS RD | 1.3370 | 1.4390 | 0.1020 | LNP | | | 09 | BST3 | Western County |
| 31640 | COATS RD | 1.4390 | 1.4560 | 0.0170 | SK | | | 09 | BST3 | Western County |
| 31640 | COATS RD | 1.4560 | 1.5640 | 0.1080 | RNP | | | 09 | BST3 | Western County |
| 31640 | COATS RD | 1.5640 | 1.5850 | 0.0210 | SK | | | 09 | BST3 | Western County |
| 31640 | COATS RD | 1.5850 | 1.6840 | 0.0990 | LNP | | | 09 | BST3 | Western County |
| 31640 | COATS RD | 1.6840 | 1.6990 | 0.0150 | SK | | | 09 | BST3 | Western County |
| 31640 | COATS RD | 1.6990 | 1.7960 | 0.0970 | RNP | | | 09 | BST3 | Western County |
| 31640 | COATS RD | 1.7960 | 1.9110 | 0.1150 | DNP | | | 09 | BST3 | Western County |
| 34600 | CORRAL CR RD | 0.0100 | 0.1750 | 0.1650 | SK | | | 08 | BST3 | Western County |
| 34600 | CORRAL CR RD | 0.1750 | 0.2790 | 0.1040 | RNP | | | 08 | BST3 | Western County |
| 34600 | CORRAL CR RD | 0.3090 | 0.4870 | 0.1780 | RNP | | | 08 | BST3 | Western County |
| 34600 | CORRAL CR RD | 0.4870 | 0.6160 | 0.1290 | DNP | | | 08 | BST3 | Western County |
| 34600 | CORRAL CR RD | 0.6160 | 0.6380 | 0.0220 | LNP | | | 08 | BST3 | Western County |
| 34600 | CORRAL CR RD | 0.6380 | 1.0430 | 0.4050 | SK | | | 08 | BST3 | Western County |
| 34600 | CORRAL CR RD | 1.0430 | 1.0990 | 0.0560 | RNP | | | 08 | BST3 | Western County |
| 34600 | CORRAL CR RD | 1.0990 | 1.2190 | 0.1200 | DNP | | | 08 | BST3 | Western County |
| 34600 | CORRAL CR RD | 1.2190 | 1.3400 | 0.1210 | LNP | | | 08 | BST3 | Western County |
| 34600 | CORRAL CR RD | 1.3400 | 2.3930 | 1.0530 | SK | | | 08 | BST3 | Western County |
| 30950 | DISTRICT LINE RD | 0.0070 | 0.0350 | 0.0280 | DNP | C4 | | 09 | BST3 | Western County |

Master Road List

| Road Number | Road Name | BMP | EMP | Total Miles | Center | Edge | Lane | FFC | BST Area | Maintenance Area |
|-------------|------------------|---------|---------|-------------|--------|------|------|-----|----------|------------------|
| 30950 | DISTRICT LINE RD | 0.0380 | 0.2320 | 0.1940 | DNP | C4 | | 09 | BST3 | Western County |
| 30950 | DISTRICT LINE RD | 0.2320 | 0.4300 | 0.1980 | RNP | C4 | | 09 | BST3 | Western County |
| 30950 | DISTRICT LINE RD | 0.4300 | 0.6140 | 0.1840 | DNP | C4 | | 09 | BST3 | Western County |
| 30950 | DISTRICT LINE RD | 0.6140 | 0.7450 | 0.1310 | LNP | C4 | | 09 | BST3 | Western County |
| 30950 | DISTRICT LINE RD | 0.7450 | 1.0250 | 0.2800 | SK | C4 | | 09 | BST3 | Western County |
| 30950 | DISTRICT LINE RD | 1.0250 | 1.3040 | 0.2790 | RNP | C4 | | 09 | BST3 | Western County |
| 30950 | DISTRICT LINE RD | 1.3140 | 1.3700 | 0.0560 | DNP | C4 | | 08 | BST3 | Western County |
| 30950 | DISTRICT LINE RD | 1.3700 | 1.5470 | 0.1770 | LNP | C4 | | 08 | BST3 | Western County |
| 30950 | DISTRICT LINE RD | 1.5470 | 2.3150 | 0.7680 | SK | C4 | | 08 | BST3 | Western County |
| 23000 | EVANS RD | 10.3700 | 10.5910 | 0.2210 | SK | | | 09 | BST3 | Western County |
| 23000 | EVANS RD | 10.5910 | 10.7460 | 0.1550 | RNP | | | 09 | BST3 | Western County |
| 23000 | EVANS RD | 10.7460 | 10.9690 | 0.2230 | DNP | | | 09 | BST3 | Western County |
| 23000 | EVANS RD | 10.9690 | 11.0870 | 0.1180 | LNP | | | 09 | BST3 | Western County |
| 23000 | EVANS RD | 11.0870 | 11.3280 | 0.2410 | SK | | | 09 | BST3 | Western County |
| 23000 | EVANS RD | 11.3410 | 12.3200 | 0.9790 | SK | | | 09 | BST3 | Western County |
| 23000 | EVANS RD | 12.3200 | 12.3400 | 0.0200 | SK | C4 | | 09 | BST3 | Western County |
| 16900 | GIBBON RD | 0.0380 | 0.0530 | 0.0150 | SK | | | 09 | BST3 | Western County |
| 16900 | GIBBON RD | 0.0530 | 0.1620 | 0.1090 | RNP | | | 09 | BST3 | Western County |
| 16900 | GIBBON RD | 0.1620 | 0.1970 | 0.0350 | SK | | | 09 | BST3 | Western County |
| 16900 | GIBBON RD | 0.1970 | 0.2830 | 0.0860 | LNP | | | 09 | BST3 | Western County |
| 16900 | GIBBON RD | 0.2830 | 0.6260 | 0.3430 | SK | | | 09 | BST3 | Western County |
| 16900 | GIBBON RD | 0.6260 | 0.7240 | 0.0980 | RNP | | | 09 | BST3 | Western County |
| 16900 | GIBBON RD | 0.7240 | 0.7600 | 0.0360 | SK | | | 09 | BST3 | Western County |
| 16900 | GIBBON RD | 0.7600 | 0.8460 | 0.0860 | LNP | | | 09 | BST3 | Western County |
| 16900 | GIBBON RD | 0.8460 | 1.1690 | 0.3230 | SK | | | 09 | BST3 | Western County |
| 16900 | GIBBON RD | 1.1690 | 1.2890 | 0.1200 | RNP | | | 09 | BST3 | Western County |
| 16900 | GIBBON RD | 1.2890 | 1.3290 | 0.0400 | DNP | | | 09 | BST3 | Western County |
| 16900 | GIBBON RD | 1.3290 | 1.4590 | 0.1300 | LNP | | | 09 | BST3 | Western County |
| 16900 | GIBBON RD | 1.4590 | 1.6680 | 0.2090 | SK | | | 09 | BST3 | Western County |
| 16900 | GIBBON RD | 1.6880 | 2.1040 | 0.4160 | SK | | | 09 | BST3 | Western County |
| 16900 | GIBBON RD | 2.1040 | 2.1800 | 0.0760 | DNP | C4 | | 09 | BST3 | Western County |
| 16900 | GIBBON RD | 2.1800 | 2.3000 | 0.1200 | DNP | C4 | | 09 | BST3 | Western County |
| 16900 | GIBBON RD | 2.3000 | 2.3300 | 0.0300 | DNP | C4 | | 09 | BST3 | Western County |
| 22220 | HANKS RD | 9.8730 | 10.0150 | 0.1420 | LNP | C4 | | 08 | BST3 | Western County |
| 22220 | HANKS RD | 10.0150 | 10.1070 | 0.0920 | SK | C4 | | 08 | BST3 | Western County |
| 22220 | HANKS RD | 10.1260 | 10.5710 | 0.4450 | SK | C4 | | 08 | BST3 | Western County |
| 22220 | HANKS RD | 10.5710 | 10.7720 | 0.2010 | DNP | C4 | | 08 | BST3 | Western County |
| 22220 | HANKS RD | 10.7720 | 10.9110 | 0.1390 | LNP | C4 | | 08 | BST3 | Western County |
| 22220 | HANKS RD | 10.9110 | 10.9540 | 0.0430 | DNP | C4 | | 08 | BST3 | Western County |
| 22220 | HANKS RD | 10.9540 | 11.0900 | 0.1360 | RNP | C4 | | 08 | BST3 | Western County |
| 22220 | HANKS RD | 11.0900 | 11.0940 | 0.0040 | DNP | C4 | | 08 | BST3 | Western County |
| 22220 | HANKS RD | 11.0940 | 11.1180 | 0.0240 | LNP | C4 | | 08 | BST3 | Western County |
| 22220 | HANKS RD | 11.1180 | 11.1200 | 0.0020 | LNP | C4 | | 08 | BST3 | Western County |
| 22220 | HANKS RD | 11.1290 | 11.1330 | 0.0040 | DNP | C4 | | 08 | BST3 | Western County |
| 22220 | HANKS RD | 11.1330 | 11.1860 | 0.0530 | LNP | C4 | | 08 | BST3 | Western County |
| 22220 | HANKS RD | 11.1860 | 11.3120 | 0.1260 | DNP | C4 | | 08 | BST3 | Western County |
| 22220 | HANKS RD | 11.3120 | 11.4860 | 0.1740 | LNP | C4 | | 08 | BST3 | Western County |
| 22220 | HANKS RD | 11.4860 | 11.5370 | 0.0510 | SK | C4 | | 08 | BST3 | Western County |
| 22220 | HANKS RD | 11.5370 | 11.6880 | 0.1510 | RNP | C4 | | 08 | BST3 | Western County |

Master Road List

| Road Number | Road Name | BMP | EMP | Total Miles | Center | Edge | Lane | FFC | BST Area | Maintenance Area |
|-------------|-----------|---------|---------|-------------|--------|------|------|-----|----------|------------------|
| 22220 | HANKS RD | 11.6880 | 11.7070 | 0.0190 | DNP | C4 | | 08 | BST3 | Western County |
| 22220 | HANKS RD | 11.7070 | 11.8730 | 0.1660 | LNP | C4 | | 08 | BST3 | Western County |
| 22220 | HANKS RD | 11.8730 | 11.9550 | 0.0820 | SK | C4 | | 08 | BST3 | Western County |
| 22220 | HANKS RD | 11.9550 | 12.0680 | 0.1130 | RNP | C4 | | 08 | BST3 | Western County |
| 22220 | HANKS RD | 12.0680 | 12.0730 | 0.0050 | DNP | C4 | | 08 | BST3 | Western County |
| 22220 | HANKS RD | 12.0730 | 12.1920 | 0.1190 | LNP | C4 | | 08 | BST3 | Western County |
| 22220 | HANKS RD | 12.1920 | 12.1970 | 0.0050 | LNP | C4 | | 08 | BST3 | Western County |
| 16980 | HANSEN RD | 0.0050 | 0.0170 | 0.0120 | DNP | | | 09 | BST3 | Western County |
| 16980 | HANSEN RD | 0.0220 | 0.0990 | 0.0770 | DNP | | | 09 | BST3 | Western County |
| 32810 | KELLY RD | 1.9990 | 2.0720 | 0.0730 | SK | | | 08 | BST3 | Western County |
| 32810 | KELLY RD | 2.0720 | 2.1410 | 0.0690 | RNP | | | 08 | BST3 | Western County |
| 32810 | KELLY RD | 2.1410 | 2.2070 | 0.0660 | SK | | | 08 | BST3 | Western County |
| 32810 | KELLY RD | 2.2070 | 2.3220 | 0.1150 | LNP | | | 08 | BST3 | Western County |
| 32810 | KELLY RD | 2.3220 | 2.7610 | 0.4390 | SK | | | 08 | BST3 | Western County |
| 32810 | KELLY RD | 2.7610 | 2.9340 | 0.1730 | RNP | | | 08 | BST3 | Western County |
| 32810 | KELLY RD | 2.9340 | 3.1750 | 0.2410 | DNP | | | 08 | BST3 | Western County |
| 32810 | KELLY RD | 3.1750 | 3.2060 | 0.0310 | LNP | | | 08 | BST3 | Western County |
| 32810 | KELLY RD | 3.2060 | 3.3800 | 0.1740 | SK | | | 08 | BST3 | Western County |
| 32810 | KELLY RD | 3.3800 | 3.4630 | 0.0830 | RNP | | | 08 | BST3 | Western County |
| 32810 | KELLY RD | 3.4630 | 3.4960 | 0.0330 | DNP | | | 08 | BST3 | Western County |
| 33090 | KNOX RD | 0.0330 | 0.6090 | 0.5760 | DNP | | | 08 | BST3 | Western County |
| 33090 | KNOX RD | 0.6230 | 0.7600 | 0.1370 | LNP | | | 08 | BST3 | Western County |
| 33090 | KNOX RD | 0.7600 | 0.9030 | 0.1430 | DNP | | | 08 | BST3 | Western County |
| 33090 | KNOX RD | 0.9030 | 1.0990 | 0.1960 | LNP | | | 08 | BST3 | Western County |
| 33090 | KNOX RD | 1.0990 | 1.2090 | 0.1100 | DNP | | | 08 | BST3 | Western County |
| 33090 | KNOX RD | 1.2090 | 1.3600 | 0.1510 | DNP | | | 08 | BST3 | Western County |
| 33090 | KNOX RD | 1.3750 | 1.4200 | 0.0450 | DNP | | | 08 | BST3 | Western County |
| 33090 | KNOX RD | 1.4200 | 1.5210 | 0.1010 | DNP | | | 08 | BST3 | Western County |
| 33090 | KNOX RD | 1.5210 | 1.6720 | 0.1510 | DNP | | | 08 | BST3 | Western County |
| 33090 | KNOX RD | 1.6720 | 1.6970 | 0.0250 | LNP | | | 08 | BST3 | Western County |
| 33090 | KNOX RD | 1.6970 | 1.7800 | 0.0830 | LNP | | | 08 | BST3 | Western County |
| 33090 | KNOX RD | 1.7800 | 1.8140 | 0.0340 | SK | | | 08 | BST3 | Western County |
| 33090 | KNOX RD | 1.8140 | 1.8290 | 0.0150 | RNP | | | 08 | BST3 | Western County |
| 33090 | KNOX RD | 1.8290 | 1.9000 | 0.0710 | LNP | | | 08 | BST3 | Western County |
| 33090 | KNOX RD | 1.9000 | 2.1060 | 0.2060 | SK | | | 08 | BST3 | Western County |
| 33090 | KNOX RD | 2.1160 | 2.8530 | 0.7370 | DNP | | | 08 | BST3 | Western County |
| 33090 | KNOX RD | 2.8530 | 2.9270 | 0.0740 | RNP | | | 08 | BST3 | Western County |
| 33090 | KNOX RD | 2.9270 | 2.9890 | 0.0620 | DNP | | | 08 | BST3 | Western County |
| 33090 | KNOX RD | 2.9890 | 3.0640 | 0.0750 | DNP | | | 08 | BST3 | Western County |
| 33090 | KNOX RD | 3.0640 | 3.0790 | 0.0150 | DNP | | | 08 | BST3 | Western County |
| 33090 | KNOX RD | 3.0790 | 3.1890 | 0.1100 | LNP | | | 08 | BST3 | Western County |
| 33090 | KNOX RD | 3.1890 | 3.2250 | 0.0360 | SK | | | 08 | BST3 | Western County |
| 33090 | KNOX RD | 3.2250 | 3.3490 | 0.1240 | RNP | | | 08 | BST3 | Western County |
| 33090 | KNOX RD | 3.3490 | 3.3700 | 0.0210 | DNP | | | 08 | BST3 | Western County |
| 33090 | KNOX RD | 3.3700 | 3.5040 | 0.1340 | LNP | | | 08 | BST3 | Western County |
| 33090 | KNOX RD | 3.5040 | 3.6770 | 0.1730 | DNP | | | 08 | BST3 | Western County |
| 33090 | KNOX RD | 3.6770 | 3.7340 | 0.0570 | DNP | | | 08 | BST3 | Western County |
| 33090 | KNOX RD | 3.7340 | 3.8380 | 0.1040 | DNP | | | 08 | BST3 | Western County |
| 33090 | KNOX RD | 3.8380 | 3.9960 | 0.1580 | DNP | | | 08 | BST3 | Western County |

Master Road List

| Road Number | Road Name | BMP | EMP | Total Miles | Center | Edge | Lane | FFC | BST Area | Maintenance Area |
|-------------|-----------------------|---------|---------|-------------|--------|------|------|-----|----------|------------------|
| 33090 | KNOX RD | 3.9960 | 4.0530 | 0.0570 | DNP | | | 08 | BST3 | Western County |
| 33090 | KNOX RD | 4.0530 | 4.1230 | 0.0700 | DNP | | | 08 | BST3 | Western County |
| 33090 | KNOX RD | 4.1230 | 4.1750 | 0.0520 | DNP | | | 08 | BST3 | Western County |
| 33090 | KNOX RD | 4.1750 | 4.3150 | 0.1400 | DNP | | | 08 | BST3 | Western County |
| 31170 | OBRIEN RD | 0.0060 | 0.2730 | 0.2670 | SK | | | 09 | BST3 | Western County |
| 31170 | OBRIEN RD | 0.2730 | 0.3790 | 0.1060 | RNP | | | 09 | BST3 | Western County |
| 31170 | OBRIEN RD | 0.3790 | 0.5460 | 0.1670 | DNP | | | 09 | BST3 | Western County |
| 31170 | OBRIEN RD | 0.5460 | 0.6810 | 0.1350 | LNP | | | 09 | BST3 | Western County |
| 31170 | OBRIEN RD | 0.6810 | 1.0370 | 0.3560 | SK | | | 09 | BST3 | Western County |
| 31170 | OBRIEN RD | 1.0490 | 2.0570 | 1.0080 | SK | | | 09 | BST3 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 12.7570 | 12.8710 | 0.1140 | DNP | C4 | | 07 | BST3 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 12.8710 | 13.0840 | 0.2130 | LNP | C4 | | 07 | BST3 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 13.0840 | 13.2180 | 0.1340 | SK | C4 | | 07 | BST3 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 13.2180 | 13.4670 | 0.2490 | RNP | C4 | | 07 | BST3 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 13.4670 | 13.4690 | 0.0020 | DNP | C4 | | 07 | BST3 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 13.4690 | 13.5960 | 0.1270 | LNP | C4 | | 07 | BST3 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 13.5960 | 13.7220 | 0.1260 | SK | C4 | | 07 | BST3 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 13.7220 | 13.8540 | 0.1320 | LNP | C4 | | 07 | BST3 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 13.8540 | 13.9220 | 0.0680 | SK | C4 | | 07 | BST3 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 13.9420 | 14.1950 | 0.2530 | SK | C4 | | 07 | BST3 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 14.1950 | 14.3750 | 0.1800 | RNP | C4 | | 07 | BST3 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 14.3750 | 14.4150 | 0.0400 | SK | C4 | | 07 | BST3 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 14.4150 | 14.6220 | 0.2070 | LNP | C4 | | 07 | BST3 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 14.6220 | 15.1630 | 0.5410 | SK | C4 | | 07 | BST3 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 15.1630 | 15.3390 | 0.1760 | RNP | C4 | | 07 | BST3 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 15.3390 | 15.3500 | 0.0110 | DNP | C4 | | 07 | BST3 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 15.3500 | 15.5830 | 0.2330 | LNP | C4 | | 07 | BST3 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 15.5830 | 15.5850 | 0.0020 | DNP | C4 | | 07 | BST3 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 15.5850 | 15.6860 | 0.1010 | RNP | C4 | | 07 | BST3 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 15.6860 | 15.9950 | 0.3090 | DNP | C4 | | 07 | BST3 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 15.9950 | 16.0600 | 0.0650 | RNP | C4 | | 07 | BST3 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 16.0600 | 16.1340 | 0.0740 | SK | C4 | | 07 | BST3 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 16.1340 | 16.2170 | 0.0830 | LNP | C4 | | 07 | BST3 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 16.2170 | 16.2840 | 0.0670 | DNP | C4 | | 07 | BST3 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 16.2840 | 16.3890 | 0.1050 | RNP | C4 | | 07 | BST3 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 16.3890 | 16.5560 | 0.1670 | DNP | C4 | | 07 | BST3 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 16.5560 | 16.7560 | 0.2000 | LNP | C4 | | 07 | BST3 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 16.7560 | 16.9760 | 0.2200 | SK | C4 | | 07 | BST3 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 16.9760 | 17.0910 | 0.1150 | RNP | C4 | | 07 | BST3 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 17.0910 | 17.1410 | 0.0500 | SK | C4 | | 07 | BST3 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 17.1410 | 17.2010 | 0.0600 | LNP | C4 | | 07 | BST3 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 17.2080 | 17.3090 | 0.1010 | LNP | C4 | | 07 | BST3 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 17.3240 | 17.5790 | 0.2550 | LNP | C4 | | 07 | BST3 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 17.5790 | 17.9320 | 0.3530 | DNP | C4 | | 07 | BST3 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 17.9320 | 18.2050 | 0.2730 | LNP | C4 | | 07 | BST3 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 18.2050 | 18.8200 | 0.6150 | SK | C4 | | 07 | BST3 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 18.8200 | 18.9130 | 0.0930 | RNP | C4 | | 07 | BST3 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 18.9130 | 19.0930 | 0.1800 | SK | C4 | | 07 | BST3 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 19.0930 | 19.3040 | 0.2110 | RNP | C4 | | 07 | BST3 | Western County |

Master Road List

| Road Number | Road Name | BMP | EMP | Total Miles | Center | Edge | Lane | FFC | BST Area | Maintenance Area |
|-------------|-----------------------|---------|---------|-------------|--------|------|------|-----|----------|------------------|
| 22150 | OLD INLAND EMPIRE HWY | 19.3040 | 19.4730 | 0.1690 | DNP | C4 | | 07 | BST3 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 19.4730 | 19.6030 | 0.1300 | LNP | C4 | | 07 | BST3 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 19.6030 | 19.6360 | 0.0330 | DNP | C4 | | 07 | BST3 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 19.6470 | 20.2590 | 0.6120 | DNP | C4 | | 07 | BST3 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 20.2690 | 20.3510 | 0.0820 | DNP | C4 | | 07 | BST3 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 20.3600 | 20.5170 | 0.1570 | DNP | C4 | | 07 | BST3 | Western County |
| 22150 | OLD INLAND EMPIRE HWY | 20.5350 | 20.7700 | 0.2350 | DNP | C4 | | 07 | BST3 | Western County |
| 34990 | RIVER RD | 0.0060 | 0.1820 | 0.1760 | DNP | | | 08 | BST3 | Western County |
| 34990 | RIVER RD | 0.1870 | 0.5620 | 0.3750 | DNP | | | 08 | BST3 | Western County |
| 34990 | RIVER RD | 0.5670 | 0.5880 | 0.0210 | DNP | | | 08 | BST3 | Western County |
| 34990 | RIVER RD | 0.5960 | 0.9450 | 0.3490 | DNP | | | 08 | BST3 | Western County |
| 34990 | RIVER RD | 0.9540 | 1.3730 | 0.4190 | DNP | | | 08 | BST3 | Western County |
| 34990 | RIVER RD | 1.3820 | 1.9430 | 0.5610 | DNP | | | 08 | BST3 | Western County |
| 34990 | RIVER RD | 1.9480 | 2.3800 | 0.4320 | DNP | | | 08 | BST3 | Western County |
| 34990 | RIVER RD | 2.3870 | 2.7260 | 0.3390 | DNP | | | 08 | BST3 | Western County |
| 34990 | RIVER RD | 2.7260 | 2.7550 | 0.0290 | RNP | | | 08 | BST3 | Western County |
| 34990 | RIVER RD | 2.7550 | 3.1520 | 0.3970 | SK | | | 08 | BST3 | Western County |
| 33310 | ROZA RD W | 0.1920 | 0.2020 | 0.0100 | DNP | | | 08 | BST3 | Western County |
| 33310 | ROZA RD W | 0.2020 | 0.2850 | 0.0830 | LNP | | | 08 | BST3 | Western County |
| 33310 | ROZA RD W | 0.2850 | 0.4340 | 0.1490 | SK | | | 08 | BST3 | Western County |
| 32890 | SHULER RD | 0.0080 | 0.0520 | 0.0440 | SK | | | 08 | BST3 | Western County |
| 32890 | SHULER RD | 0.0520 | 0.2470 | 0.1950 | RNP | | | 08 | BST3 | Western County |
| 32890 | SHULER RD | 0.2470 | 0.3730 | 0.1260 | DNP | | | 08 | BST3 | Western County |
| 32890 | SHULER RD | 0.3730 | 0.4480 | 0.0750 | RNP | | | 08 | BST3 | Western County |
| 32890 | SHULER RD | 0.4480 | 0.4760 | 0.0280 | SK | | | 08 | BST3 | Western County |
| 32890 | SHULER RD | 0.4760 | 0.5500 | 0.0740 | LNP | | | 08 | BST3 | Western County |
| 22120 | SNIPES RD | 10.2060 | 11.1960 | 0.9900 | SK | | | 09 | BST3 | Western County |
| 16920 | YAKITAT RD | 0.0320 | 0.2210 | 0.1890 | LNP | | | 09 | BST3 | Western County |
| 16920 | YAKITAT RD | 0.2210 | 0.2860 | 0.0650 | DNP | | | 09 | BST3 | Western County |
| 16920 | YAKITAT RD | 0.2860 | 0.4060 | 0.1200 | LNP | | | 09 | BST3 | Western County |
| 16920 | YAKITAT RD | 0.4060 | 0.7410 | 0.3350 | SK | | | 09 | BST3 | Western County |
| 16920 | YAKITAT RD | 0.7320 | 0.8680 | 0.1360 | LNP | | | 09 | BST3 | Western County |
| 16920 | YAKITAT RD | 0.8680 | 0.8690 | 0.0010 | DNP | | | 09 | BST3 | Western County |
| 16920 | YAKITAT RD | 0.8690 | 1.0170 | 0.1480 | RNP | | | 09 | BST3 | Western County |
| 16920 | YAKITAT RD | 1.0170 | 1.1260 | 0.1090 | DNP | | | 09 | BST3 | Western County |
| 16920 | YAKITAT RD | 1.1260 | 1.2710 | 0.1450 | LNP | | | 09 | BST3 | Western County |
| 16920 | YAKITAT RD | 1.2710 | 1.3280 | 0.0570 | SK | | | 09 | BST3 | Western County |
| 16920 | YAKITAT RD | 1.3280 | 1.4470 | 0.1190 | RNP | | | 09 | BST3 | Western County |
| 16920 | YAKITAT RD | 1.4470 | 1.4770 | 0.0300 | DNP | | | 09 | BST3 | Western County |
| 16920 | YAKITAT RD | 1.4770 | 1.6190 | 0.1420 | LNP | | | 09 | BST3 | Western County |
| 16920 | YAKITAT RD | 1.6190 | 3.4420 | 1.8230 | SK | | | 09 | BST3 | Western County |
| 16920 | YAKITAT RD | 3.4520 | 4.0150 | 0.5630 | SK | | | 09 | BST3 | Western County |
| 16920 | YAKITAT RD | 4.0150 | 4.1360 | 0.1210 | RNP | | | 09 | BST3 | Western County |
| 16920 | YAKITAT RD | 4.1360 | 4.2460 | 0.1100 | DNP | | | 09 | BST3 | Western County |
| 16920 | YAKITAT RD | 4.2460 | 4.3860 | 0.1400 | LNP | | | 09 | BST3 | Western County |
| 16920 | YAKITAT RD | 4.3860 | 4.5580 | 0.1720 | SK | | | 09 | BST3 | Western County |
| 16920 | YAKITAT RD | 4.5580 | 4.7160 | 0.1580 | RNP | | | 09 | BST3 | Western County |
| 16920 | YAKITAT RD | 4.7160 | 5.1730 | 0.4570 | DNP | | | 09 | BST3 | Western County |
| 16920 | YAKITAT RD | 5.1730 | 5.3220 | 0.1490 | LNP | | | 09 | BST3 | Western County |

Master Road List

| Road Number | Road Name | BMP | EMP | Total Miles | Center | Edge | Lane | FFC | BST Area | Maintenance Area |
|-------------|---------------|--------|--------|-------------|--------|------|------|-----|----------|------------------|
| 16920 | YAKITAT RD | 5.3220 | 5.7910 | 0.4690 | SK | | | 09 | BST3 | Western County |
| 16920 | YAKITAT RD | 5.7910 | 5.8360 | 0.0450 | RNP | | | 09 | BST3 | Western County |
| 16920 | YAKITAT RD | 5.8360 | 5.8850 | 0.0490 | DNP | | | 09 | BST3 | Western County |
| 16920 | YAKITAT RD | 5.8850 | 5.9000 | 0.0150 | DNP | C4 | | 09 | BST3 | Western County |
| 16920 | YAKITAT RD | 5.9000 | 6.0300 | 0.1300 | DNP | C4 | | 09 | BST3 | Western County |
| 16920 | YAKITAT RD | 6.0300 | 6.0500 | 0.0200 | DNP | C4 | | 09 | BST3 | Western County |
| 50900 | ANTINORI RD | 0.0150 | 0.3130 | 0.2980 | DNP | C4 | | 09 | BST4 | Eastern County |
| 50900 | ANTINORI RD | 0.3130 | 0.4340 | 0.1210 | LNP | C4 | | 09 | BST4 | Eastern County |
| 50900 | ANTINORI RD | 0.4340 | 0.5000 | 0.0660 | SK | C4 | | 09 | BST4 | Eastern County |
| 50900 | ANTINORI RD | 0.5000 | 0.6680 | 0.1680 | RNP | C4 | | 09 | BST4 | Eastern County |
| 50900 | ANTINORI RD | 0.6680 | 1.2540 | 0.5860 | DNP | C4 | | 09 | BST4 | Eastern County |
| 50900 | ANTINORI RD | 1.2540 | 2.1400 | 0.8860 | DNP | C4 | | 09 | BST4 | Eastern County |
| 50950 | DALLAS RD | 2.1970 | 2.6100 | 0.4130 | SK | C8 | | 17 | BST4 | Eastern County |
| 50950 | DALLAS RD | 2.6100 | 2.8080 | 0.1980 | RNP | C8 | | 17 | BST4 | Eastern County |
| 50950 | DALLAS RD | 2.8080 | 3.8680 | 1.0600 | DNP | C8 | | 17 | BST4 | Eastern County |
| 50950 | DALLAS RD | 3.8680 | 4.0650 | 0.1970 | LNP | C8 | | 17 | BST4 | Eastern County |
| 50950 | DALLAS RD | 4.0650 | 4.2440 | 0.1790 | SK | C8 | | 17 | BST4 | Eastern County |
| 51170 | DEMOSS RD | 0.0250 | 0.0640 | 0.0390 | SK | C4 | | 08 | BST4 | Eastern County |
| 51170 | DEMOSS RD | 0.0640 | 0.2840 | 0.2200 | RNP | C4 | | 08 | BST4 | Eastern County |
| 51170 | DEMOSS RD | 0.2840 | 0.5340 | 0.2500 | DNP | C4 | | 08 | BST4 | Eastern County |
| 51170 | DEMOSS RD | 0.5340 | 0.6590 | 0.1250 | LNP | C4 | | 08 | BST4 | Eastern County |
| 51170 | DEMOSS RD | 0.6590 | 0.7810 | 0.1220 | DNP | C4 | | 08 | BST4 | Eastern County |
| 51170 | DEMOSS RD | 0.7810 | 0.8840 | 0.1030 | LNP | C4 | | 08 | BST4 | Eastern County |
| 51170 | DEMOSS RD | 0.8840 | 1.0100 | 0.1260 | DNP | C4 | | 08 | BST4 | Eastern County |
| 51170 | DEMOSS RD | 1.0100 | 1.0480 | 0.0380 | LNP | C4 | | 08 | BST4 | Eastern County |
| 51170 | DEMOSS RD | 1.0480 | 1.2670 | 0.2190 | SK | C4 | | 08 | BST4 | Eastern County |
| 51170 | DEMOSS RD | 1.2670 | 1.4280 | 0.1610 | RNP | C4 | | 08 | BST4 | Eastern County |
| 51170 | DEMOSS RD | 1.4280 | 1.5460 | 0.1180 | DNP | C4 | | 08 | BST4 | Eastern County |
| 51170 | DEMOSS RD | 1.5460 | 1.6710 | 0.1250 | RNP | C4 | | 08 | BST4 | Eastern County |
| 51170 | DEMOSS RD | 1.6710 | 1.7400 | 0.0690 | DNP | C4 | | 08 | BST4 | Eastern County |
| 51170 | DEMOSS RD | 1.7400 | 1.8130 | 0.0730 | LNP | C4 | | 08 | BST4 | Eastern County |
| 51170 | DEMOSS RD | 1.8130 | 2.2800 | 0.4670 | DNP | C4 | | 08 | BST4 | Eastern County |
| 51170 | DEMOSS RD | 2.2800 | 2.4230 | 0.1430 | RNP | C4 | | 08 | BST4 | Eastern County |
| 51170 | DEMOSS RD | 2.4230 | 3.9570 | 1.5340 | DNP | C4 | | 08 | BST4 | Eastern County |
| 51450 | HARRINGTON RD | 0.0000 | 0.7690 | 0.7690 | DNP | C4 | | 18 | BST4 | Eastern County |
| 51450 | HARRINGTON RD | 0.7780 | 1.7750 | 0.9970 | DNP | C4 | | 18 | BST4 | Eastern County |
| 51450 | HARRINGTON RD | 1.7820 | 1.9340 | 0.1520 | DNP | C4 | | 18 | BST4 | Eastern County |
| 51450 | HARRINGTON RD | 1.9420 | 2.1390 | 0.1970 | DNP | C4 | | 18 | BST4 | Eastern County |
| 51450 | HARRINGTON RD | 1.9420 | 2.1390 | 0.1970 | DNP | C4 | | 19 | BST4 | Eastern County |
| 51450 | HARRINGTON RD | 2.1490 | 2.2940 | 0.1450 | DNP | C4 | | 19 | BST4 | Eastern County |
| 51450 | HARRINGTON RD | 2.3000 | 2.3930 | 0.0930 | DNP | C4 | | 19 | BST4 | Eastern County |
| 51450 | HARRINGTON RD | 2.4030 | 2.4230 | 0.0200 | DNP | C4 | | 19 | BST4 | Eastern County |
| 51450 | HARRINGTON RD | 2.4230 | 2.4820 | 0.0590 | LNP | C4 | | 19 | BST4 | Eastern County |
| 51450 | HARRINGTON RD | 2.4990 | 2.5760 | 0.0770 | SK | C4 | | 19 | BST4 | Eastern County |
| 51450 | HARRINGTON RD | 2.5830 | 2.6690 | 0.0860 | SK | C4 | | 19 | BST4 | Eastern County |
| 51450 | HARRINGTON RD | 2.6760 | 2.7300 | 0.0540 | SK | C4 | | 19 | BST4 | Eastern County |
| 51450 | HARRINGTON RD | 2.7300 | 2.7800 | 0.0500 | RNP | C4 | | 19 | BST4 | Eastern County |
| 51450 | HARRINGTON RD | 2.7920 | 3.0500 | 0.2580 | DNP | C4 | | 19 | BST4 | Eastern County |
| 51450 | HARRINGTON RD | 3.0500 | 4.3160 | 1.2660 | DNP | | | 19 | BST4 | Eastern County |

Master Road List

| Road Number | Road Name | BMP | EMP | Total Miles | Center | Edge | Lane | FFC | BST Area | Maintenance Area |
|-------------|-----------------|--------|--------|-------------|--------|------|------|-----|----------|------------------|
| 51450 | HARRINGTON RD | 3.0500 | 4.3160 | 1.2660 | DNP | | | 19 | BST4 | Eastern County |
| 18820 | JACOBS RD | 1.5930 | 4.8460 | 3.2530 | SK | | | 09 | BST4 | Eastern County |
| 18820 | JACOBS RD | 1.5930 | 4.8460 | 3.2530 | SK | | | 19 | BST4 | Eastern County |
| 18820 | JACOBS RD | 4.8460 | 4.9150 | 0.0690 | RNP | | | 19 | BST4 | Eastern County |
| 18820 | JACOBS RD | 4.9150 | 4.9530 | 0.0380 | DNP | | | 19 | BST4 | Eastern County |
| 18820 | JACOBS RD | 4.9530 | 5.0450 | 0.0920 | LNP | | | 19 | BST4 | Eastern County |
| 18820 | JACOBS RD | 5.0450 | 5.4170 | 0.3720 | SK | | | 19 | BST4 | Eastern County |
| 18820 | JACOBS RD | 5.4170 | 5.5620 | 0.1450 | RNP | | | 19 | BST4 | Eastern County |
| 18820 | JACOBS RD | 5.5620 | 6.6380 | 1.0760 | DNP | | | 19 | BST4 | Eastern County |
| 18820 | JACOBS RD | 6.6380 | 6.8100 | 0.1720 | LNP | | | 19 | BST4 | Eastern County |
| 18820 | JACOBS RD | 6.8100 | 7.4510 | 0.6410 | SK | | | 19 | BST4 | Eastern County |
| 18820 | JACOBS RD | 7.4510 | 7.6300 | 0.1790 | RNP | | | 19 | BST4 | Eastern County |
| 18820 | JACOBS RD | 7.6300 | 7.6420 | 0.0120 | SK | | | 19 | BST4 | Eastern County |
| 18820 | JACOBS RD | 7.6420 | 7.8360 | 0.1940 | LNP | | | 19 | BST4 | Eastern County |
| 18820 | JACOBS RD | 7.8360 | 7.9940 | 0.1580 | SK | | | 19 | BST4 | Eastern County |
| 18820 | JACOBS RD | 7.9940 | 8.1830 | 0.1890 | RNP | | | 19 | BST4 | Eastern County |
| 18820 | JACOBS RD | 8.1830 | 8.5080 | 0.3250 | DNP | | | 19 | BST4 | Eastern County |
| 51050 | KENNEDY RD | 0.0170 | 0.5640 | 0.5470 | DNP | C4 | | 07 | BST4 | Eastern County |
| 51050 | KENNEDY RD | 0.5640 | 3.7870 | 3.2230 | SK | C4 | | 07 | BST4 | Eastern County |
| 51050 | KENNEDY RD | 0.5640 | 3.7870 | 3.2230 | SK | C4 | | 17 | BST4 | Eastern County |
| 51050 | KENNEDY RD | 3.7870 | 3.8730 | 0.0860 | RNP | C4 | | 17 | BST4 | Eastern County |
| 51050 | KENNEDY RD | 3.8730 | 3.9150 | 0.0420 | SK | C4 | | 17 | BST4 | Eastern County |
| 51050 | KENNEDY RD | 3.9150 | 4.0250 | 0.1100 | LNP | C4 | | 17 | BST4 | Eastern County |
| 51050 | KENNEDY RD | 4.0250 | 4.2270 | 0.2020 | SK | C4 | | 17 | BST4 | Eastern County |
| 51050 | KENNEDY RD | 4.2270 | 4.3440 | 0.1170 | RNP | C4 | | 17 | BST4 | Eastern County |
| 51050 | KENNEDY RD | 4.3440 | 4.3920 | 0.0480 | SK | C4 | | 17 | BST4 | Eastern County |
| 51050 | KENNEDY RD | 4.3920 | 4.4930 | 0.1010 | LNP | C4 | | 17 | BST4 | Eastern County |
| 51050 | KENNEDY RD | 4.4930 | 4.7510 | 0.2580 | SK | C4 | | 17 | BST4 | Eastern County |
| 51050 | KENNEDY RD | 4.7510 | 4.8340 | 0.0830 | RNP | C4 | | 17 | BST4 | Eastern County |
| 51050 | KENNEDY RD | 4.8340 | 4.8980 | 0.0640 | DNP | C4 | | 17 | BST4 | Eastern County |
| 51050 | KENNEDY RD | 4.8980 | 4.9730 | 0.0750 | LNP | C4 | | 17 | BST4 | Eastern County |
| 51050 | KENNEDY RD | 4.9730 | 5.0830 | 0.1100 | SK | C4 | | 17 | BST4 | Eastern County |
| 51050 | KENNEDY RD | 5.0830 | 5.1730 | 0.0900 | SK | C4 | | 17 | BST4 | Eastern County |
| 51050 | KENNEDY RD | 5.1730 | 5.3300 | 0.1570 | SK | C4 | | 17 | BST4 | Eastern County |
| 51130 | RED MOUNTAIN RD | 0.0120 | 0.1140 | 0.1020 | DNP | | | 19 | BST4 | Eastern County |
| 51130 | RED MOUNTAIN RD | 0.1140 | 0.1980 | 0.0840 | LNP | | | 19 | BST4 | Eastern County |
| 51130 | RED MOUNTAIN RD | 0.1980 | 0.2810 | 0.0830 | SK | | | 19 | BST4 | Eastern County |
| 51130 | RED MOUNTAIN RD | 0.2810 | 0.3940 | 0.1130 | RNP | | | 19 | BST4 | Eastern County |
| 51130 | RED MOUNTAIN RD | 0.3940 | 0.4150 | 0.0210 | DNP | | | 19 | BST4 | Eastern County |
| 51130 | RED MOUNTAIN RD | 0.4150 | 0.4400 | 0.0250 | LNP | | | 19 | BST4 | Eastern County |
| 51130 | RED MOUNTAIN RD | 0.4520 | 0.4960 | 0.0440 | LNP | | | 09 | BST4 | Eastern County |
| 51130 | RED MOUNTAIN RD | 0.4960 | 0.8440 | 0.3480 | SK | | | 09 | BST4 | Eastern County |
| 51130 | RED MOUNTAIN RD | 0.8440 | 0.9750 | 0.1310 | RNP | | | 09 | BST4 | Eastern County |
| 51130 | RED MOUNTAIN RD | 0.9750 | 1.0260 | 0.0510 | LNP | | | 09 | BST4 | Eastern County |
| 51130 | RED MOUNTAIN RD | 1.0340 | 1.1030 | 0.0690 | LNP | | | 09 | BST4 | Eastern County |
| 51130 | RED MOUNTAIN RD | 1.1160 | 1.1680 | 0.0520 | SK | | | 09 | BST4 | Eastern County |
| 51130 | RED MOUNTAIN RD | 1.1680 | 1.2230 | 0.0550 | RNP | | | 09 | BST4 | Eastern County |
| 51130 | RED MOUNTAIN RD | 1.2230 | 1.2340 | 0.0110 | SK | | | 09 | BST4 | Eastern County |
| 51130 | RED MOUNTAIN RD | 1.2340 | 1.2920 | 0.0580 | LNP | | | 09 | BST4 | Eastern County |

Master Road List

| Road Number | Road Name | BMP | EMP | Total Miles | Center | Edge | Lane | FFC | BST Area | Maintenance Area |
|-------------|-------------------|--------|--------|-------------|--------|------|------|-----|----------|------------------|
| 51130 | RED MOUNTAIN RD | 1.2920 | 1.3580 | 0.0660 | SK | | | 09 | BST4 | Eastern County |
| 51130 | RED MOUNTAIN RD | 1.3580 | 1.4340 | 0.0760 | RNP | | | 09 | BST4 | Eastern County |
| 51130 | RED MOUNTAIN RD | 1.4340 | 1.5380 | 0.1040 | DNP | | | 09 | BST4 | Eastern County |
| 51130 | RED MOUNTAIN RD | 1.5380 | 1.6300 | 0.0920 | LNP | | | 09 | BST4 | Eastern County |
| 51130 | RED MOUNTAIN RD | 1.6300 | 1.8820 | 0.2520 | SK | | | 09 | BST4 | Eastern County |
| 51130 | RED MOUNTAIN RD | 1.8820 | 1.9920 | 0.1100 | RNP | | | 09 | BST4 | Eastern County |
| 51180 | RUPPERT RD | 0.0100 | 0.3690 | 0.3590 | DNP | C4 | | 08 | BST4 | Eastern County |
| 51180 | RUPPERT RD | 0.0100 | 0.3690 | 0.3590 | DNP | C4 | | 08 | BST4 | Eastern County |
| 51180 | RUPPERT RD | 0.3690 | 0.5070 | 0.1380 | RNP | C4 | | 08 | BST4 | Eastern County |
| 51180 | RUPPERT RD | 0.5070 | 1.4280 | 0.9210 | SK | C4 | | 08 | BST4 | Eastern County |
| 51180 | RUPPERT RD | 1.4280 | 1.5260 | 0.0980 | RNP | C4 | | 08 | BST4 | Eastern County |
| 51180 | RUPPERT RD | 1.5260 | 1.6290 | 0.1030 | DNP | C4 | | 08 | BST4 | Eastern County |
| 51180 | RUPPERT RD | 1.6290 | 1.7200 | 0.0910 | LNP | C4 | | 08 | BST4 | Eastern County |
| 51180 | RUPPERT RD | 1.7200 | 1.8370 | 0.1170 | SK | C4 | | 08 | BST4 | Eastern County |
| 51180 | RUPPERT RD | 1.8370 | 2.1390 | 0.3020 | RNP | C4 | | 08 | BST4 | Eastern County |
| 51180 | RUPPERT RD | 2.1390 | 2.3610 | 0.2220 | DNP | C4 | | 08 | BST4 | Eastern County |
| 50960 | SUNSET RD | 0.1870 | 0.5620 | 0.3750 | SK | C4 | | 09 | BST4 | Eastern County |
| 50960 | SUNSET RD | 0.5620 | 0.6560 | 0.0940 | LNP | C4 | | 09 | BST4 | Eastern County |
| 50960 | SUNSET RD | 0.6560 | 0.9370 | 0.2810 | SK | C4 | | 09 | BST4 | Eastern County |
| 50960 | SUNSET RD | 0.9370 | 1.0890 | 0.1520 | RNP | C4 | | 09 | BST4 | Eastern County |
| 50960 | SUNSET RD | 1.0890 | 1.0940 | 0.0050 | DNP | C4 | | 09 | BST4 | Eastern County |
| 50960 | SUNSET RD | 1.0940 | 1.2410 | 0.1470 | LNP | C4 | | 09 | BST4 | Eastern County |
| 50960 | SUNSET RD | 1.2410 | 1.6060 | 0.3650 | SK | C4 | | 09 | BST4 | Eastern County |
| 50960 | SUNSET RD | 1.6060 | 1.6910 | 0.0850 | RNP | C4 | | 09 | BST4 | Eastern County |
| 50960 | SUNSET RD | 1.6910 | 1.7270 | 0.0360 | SK | C4 | | 09 | BST4 | Eastern County |
| 50960 | SUNSET RD | 1.7270 | 1.8280 | 0.1010 | LNP | C4 | | 09 | BST4 | Eastern County |
| 50960 | SUNSET RD | 1.8280 | 2.0100 | 0.1820 | SK | C4 | | 09 | BST4 | Eastern County |
| 50960 | SUNSET RD | 2.0100 | 2.1030 | 0.0930 | RNP | C4 | | 09 | BST4 | Eastern County |
| 50960 | SUNSET RD | 2.1030 | 2.1320 | 0.0290 | SK | C4 | | 09 | BST4 | Eastern County |
| 50960 | SUNSET RD | 2.1320 | 2.2250 | 0.0930 | LNP | C4 | | 09 | BST4 | Eastern County |
| 50960 | SUNSET RD | 2.2250 | 2.3300 | 0.1050 | SK | C4 | | 09 | BST4 | Eastern County |
| 50960 | SUNSET RD | 2.3300 | 2.4310 | 0.1010 | RNP | C4 | | 09 | BST4 | Eastern County |
| 50960 | SUNSET RD | 2.4310 | 2.4420 | 0.0110 | SK | C4 | | 09 | BST4 | Eastern County |
| 50960 | SUNSET RD | 2.4420 | 2.5280 | 0.0860 | LNP | C4 | | 09 | BST4 | Eastern County |
| 51800 | TWIN BRIDGES ROAD | 0.0000 | 0.4630 | 0.4630 | DNP | C4 | | 17 | BST4 | Eastern County |
| 51800 | TWIN BRIDGES ROAD | 0.4630 | 0.5000 | 0.0370 | LNP | C4 | | 17 | BST4 | Eastern County |
| 51800 | TWIN BRIDGES ROAD | 0.5000 | 1.0630 | 0.5630 | SK | C4 | | 17 | BST4 | Eastern County |
| 51800 | TWIN BRIDGES ROAD | 1.0630 | 1.1930 | 0.1300 | RNP | C4 | | 17 | BST4 | Eastern County |
| 51800 | TWIN BRIDGES ROAD | 1.1930 | 1.7120 | 0.5190 | DNP | C4 | | 17 | BST4 | Eastern County |
| 61840 | YELLOWSTONE AVE W | 0.0000 | 1.2030 | 1.2030 | SK | | | 19 | BST4 | Eastern County |
| 61840 | YELLOWSTONE AVE W | 1.2030 | 1.2750 | 0.0720 | DNP | | | 19 | BST4 | Eastern County |
| 61840 | YELLOWSTONE AVE W | 1.3100 | 1.3700 | 0.0600 | DNP | | | 19 | BST4 | Eastern County |
| 50010 | BERMUDA RD | 0.0200 | 0.1130 | 0.0930 | SK | | | 19 | BST5 | Eastern County |
| 50010 | BERMUDA RD | 0.1290 | 0.2310 | 0.1020 | RNP | | | 19 | BST5 | Eastern County |
| 50010 | BERMUDA RD | 0.2310 | 0.5420 | 0.3110 | DNP | | | 19 | BST5 | Eastern County |
| 50010 | BERMUDA RD | 0.5550 | 0.8040 | 0.2490 | DNP | | | 19 | BST5 | Eastern County |
| 50010 | BERMUDA RD | 0.8140 | 1.0790 | 0.2650 | DNP | | | 19 | BST5 | Eastern County |
| 50010 | BERMUDA RD | 1.0900 | 1.4260 | 0.3360 | DNP | | | 19 | BST5 | Eastern County |
| 50010 | BERMUDA RD | 1.4340 | 1.4770 | 0.0430 | DNP | | | 19 | BST5 | Eastern County |

Master Road List

| Road Number | Road Name | BMP | EMP | Total Miles | Center | Edge | Lane | FFC | BST Area | Maintenance Area |
|-------------|-----------------|--------|--------|-------------|--------|------|------|-----|----------|------------------|
| 50010 | BERMUDA RD | 1.4850 | 1.6030 | 0.1180 | DNP | | | 19 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 0.0420 | 0.3270 | 0.2850 | SK | | | 09 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 0.3270 | 0.5000 | 0.1730 | RNP | | | 09 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 0.5000 | 0.6210 | 0.1210 | DNP | | | 09 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 0.6210 | 0.7720 | 0.1510 | LNP | | | 09 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 0.7720 | 1.0130 | 0.2410 | SK | | | 09 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 1.0130 | 1.1860 | 0.1730 | RNP | | | 09 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 1.1860 | 1.5870 | 0.4010 | DNP | | | 09 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 1.6070 | 1.8770 | 0.2700 | DNP | | | 09 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 1.8770 | 2.1170 | 0.2400 | LNP | | | 09 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 2.1170 | 2.5470 | 0.4300 | SK | | | 09 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 2.5470 | 2.7890 | 0.2420 | RNP | | | 09 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 2.7890 | 2.8780 | 0.0890 | DNP | | | 09 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 2.8780 | 3.0420 | 0.1640 | LNP | | | 09 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 3.0420 | 3.1470 | 0.1050 | SK | | | 09 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 3.1470 | 3.3990 | 0.2520 | RNP | | | 09 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 3.3990 | 3.4380 | 0.0390 | SK | | | 09 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 3.4380 | 3.6450 | 0.2070 | LNP | | | 09 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 3.6450 | 3.8550 | 0.2100 | SK | | | 09 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 3.8550 | 4.0130 | 0.1580 | RNP | | | 09 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 4.0130 | 4.0190 | 0.0060 | DNP | | | 09 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 4.0190 | 4.1890 | 0.1700 | LNP | | | 09 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 4.2120 | 4.4470 | 0.2350 | RNP | | | 09 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 4.4470 | 4.7990 | 0.3520 | DNP | | | 09 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 4.7990 | 4.9630 | 0.1640 | RNP | | | 09 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 4.9630 | 4.9690 | 0.0060 | DNP | | | 09 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 4.9690 | 5.1770 | 0.2080 | LNP | | | 09 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 5.1770 | 5.4990 | 0.3220 | SK | | | 09 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 5.4990 | 5.7570 | 0.2580 | RNP | | | 09 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 5.7570 | 6.6370 | 0.8800 | DNP | | | 09 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 6.6370 | 6.7320 | 0.0950 | SK | | | 09 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 6.7320 | 6.8890 | 0.1570 | DNP | | | 09 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 6.8890 | 6.9720 | 0.0830 | LNP | | | 09 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 6.9720 | 7.1510 | 0.1790 | SK | | | 09 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 7.1510 | 7.3010 | 0.1500 | RNP | | | 09 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 7.3010 | 7.3470 | 0.0460 | DNP | | | 09 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 7.3470 | 7.6460 | 0.2990 | LNP | | | 09 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 7.6460 | 7.7370 | 0.0910 | SK | | | 09 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 7.7370 | 7.9250 | 0.1880 | RNP | | | 09 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 7.9250 | 7.9300 | 0.0050 | DNP | | | 09 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 7.9300 | 8.0010 | 0.0710 | LNP | | | 09 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 8.0010 | 8.1680 | 0.1670 | DNP | | | 09 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 8.1680 | 8.2970 | 0.1290 | LNP | | | 09 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 8.2970 | 8.5130 | 0.2160 | SK | | | 09 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 8.5130 | 8.7110 | 0.1980 | RNP | | | 09 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 8.7110 | 8.7370 | 0.0260 | SK | | | 09 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 8.7370 | 8.9330 | 0.1960 | LNP | | | 09 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 8.9330 | 9.4700 | 0.5370 | SK | | | 09 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 9.4910 | 9.5660 | 0.0750 | SK | | | 09 | BST5 | Eastern County |

Master Road List

| Road Number | Road Name | BMP | EMP | Total Miles | Center | Edge | Lane | FFC | BST Area | Maintenance Area |
|-------------|-----------------|---------|---------|-------------|--------|------|------|-----|----------|------------------|
| 47510 | BOFER CANYON RD | 9.5660 | 9.8220 | 0.2560 | RNP | | | 09 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 9.8220 | 9.9970 | 0.1750 | DNP | | | 09 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 10.0210 | 10.1490 | 0.1280 | SK | | | 16 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 10.1490 | 10.4620 | 0.3130 | RNP | | | 16 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 10.4620 | 11.3560 | 0.8940 | SK | | | 16 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 11.3560 | 11.5820 | 0.2260 | RNP | | | 16 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 11.5820 | 11.7130 | 0.1310 | DNP | | | 16 | BST5 | Eastern County |
| 47510 | BOFER CANYON RD | 11.7310 | 11.9840 | 0.2530 | SK | | | 16 | BST5 | Eastern County |
| 44110 | CLODFELTER RD | 0.0080 | 0.0880 | 0.0800 | SK | C4 | | 07 | BST5 | Eastern County |
| 44110 | CLODFELTER RD | 0.0880 | 0.1510 | 0.0630 | LNP | C4 | | 07 | BST5 | Eastern County |
| 44110 | CLODFELTER RD | 0.1510 | 0.1540 | 0.0030 | DNP | C4 | | 07 | BST5 | Eastern County |
| 44110 | CLODFELTER RD | 0.1540 | 0.2420 | 0.0880 | RNP | C4 | | 07 | BST5 | Eastern County |
| 44110 | CLODFELTER RD | 0.2420 | 0.2530 | 0.0110 | DNP | C4 | | 07 | BST5 | Eastern County |
| 44110 | CLODFELTER RD | 0.2530 | 0.3700 | 0.1170 | LNP | C4 | | 07 | BST5 | Eastern County |
| 44110 | CLODFELTER RD | 0.3700 | 0.9170 | 0.5470 | SK | C4 | | 07 | BST5 | Eastern County |
| 44110 | CLODFELTER RD | 0.9170 | 1.0980 | 0.1810 | RNP | C4 | | 07 | BST5 | Eastern County |
| 44110 | CLODFELTER RD | 1.0980 | 1.2940 | 0.1960 | LNP | C4 | | 07 | BST5 | Eastern County |
| 44110 | CLODFELTER RD | 1.0980 | 1.2940 | 0.1960 | LNP | C4 | | 17 | BST5 | Eastern County |
| 44110 | CLODFELTER RD | 1.2940 | 1.4870 | 0.1930 | SK | C4 | | 17 | BST5 | Eastern County |
| 44110 | CLODFELTER RD | 1.4870 | 1.5040 | 0.0170 | SK | C4 | | 17 | BST5 | Eastern County |
| 44110 | CLODFELTER RD | 1.5040 | 1.7440 | 0.2400 | SK | C4 | | 17 | BST5 | Eastern County |
| 44110 | CLODFELTER RD | 1.5420 | 1.7810 | 0.2390 | SK | C4 | | 17 | BST5 | Eastern County |
| 44110 | CLODFELTER RD | 1.7440 | 1.8360 | 0.0920 | RNP | C4 | | 17 | BST5 | Eastern County |
| 44110 | CLODFELTER RD | 1.8520 | 1.9460 | 0.0940 | RNP | C4 | | 17 | BST5 | Eastern County |
| 44110 | CLODFELTER RD | 1.9460 | 2.1630 | 0.2170 | DNP | C4 | | 17 | BST5 | Eastern County |
| 44110 | CLODFELTER RD | 2.1630 | 2.3050 | 0.1420 | LNP | C4 | | 17 | BST5 | Eastern County |
| 44110 | CLODFELTER RD | 2.3050 | 2.7580 | 0.4530 | SK | C4 | | 17 | BST5 | Eastern County |
| 44110 | CLODFELTER RD | 2.7710 | 2.8020 | 0.0310 | SK | C4 | | 17 | BST5 | Eastern County |
| 44110 | CLODFELTER RD | 2.8020 | 2.9050 | 0.1030 | DNP | C4 | | 17 | BST5 | Eastern County |
| 44110 | CLODFELTER RD | 2.9050 | 3.0350 | 0.1300 | LNP | C4 | | 17 | BST5 | Eastern County |
| 44110 | CLODFELTER RD | 3.0350 | 3.2250 | 0.1900 | SK | C4 | | 17 | BST5 | Eastern County |
| 44110 | CLODFELTER RD | 3.2280 | 3.7700 | 0.5420 | RNP | C4 | | 17 | BST5 | Eastern County |
| 44110 | CLODFELTER RD | 3.7700 | 4.3060 | 0.5360 | DNP | C4 | | 17 | BST5 | Eastern County |
| 44110 | CLODFELTER RD | 3.7700 | 4.3060 | 0.5360 | DNP | C4 | | 17 | BST5 | Eastern County |
| 44110 | CLODFELTER RD | 4.3060 | 4.3880 | 0.0820 | SK | C4 | | 17 | BST5 | Eastern County |
| 44110 | CLODFELTER RD | 4.3880 | 4.4780 | 0.0900 | LNP | C4 | | 17 | BST5 | Eastern County |
| 50140 | CLOVER RD | 0.3300 | 0.3950 | 0.0650 | DNP | | | 19 | BST5 | Eastern County |
| 50140 | CLOVER RD | 0.4050 | 0.5020 | 0.0970 | DNP | | | 19 | BST5 | Eastern County |
| 50140 | CLOVER RD | 0.5140 | 0.6370 | 0.1230 | DNP | | | 19 | BST5 | Eastern County |
| 50140 | CLOVER RD | 0.6500 | 0.9070 | 0.2570 | DNP | | | 19 | BST5 | Eastern County |
| 50140 | CLOVER RD | 0.9200 | 1.0320 | 0.1120 | DNP | | | 19 | BST5 | Eastern County |
| 50140 | CLOVER RD | 1.0440 | 1.1930 | 0.1490 | DNP | | | 19 | BST5 | Eastern County |
| 47500 | COFFIN RD | 0.0400 | 0.0700 | 0.0300 | DNP | C4 | | 08 | BST5 | Eastern County |
| 47500 | COFFIN RD | 0.0700 | 0.1700 | 0.1000 | DNP | C4 | | 08 | BST5 | Eastern County |
| 47500 | COFFIN RD | 0.1700 | 0.2300 | 0.0600 | DNP | C4 | | 08 | BST5 | Eastern County |
| 47500 | COFFIN RD | 0.2370 | 0.2960 | 0.0590 | SK | C4 | | 08 | BST5 | Eastern County |
| 47500 | COFFIN RD | 0.2960 | 0.4710 | 0.1750 | LNP | C4 | | 08 | BST5 | Eastern County |
| 47500 | COFFIN RD | 0.4710 | 0.5600 | 0.0890 | SK | C4 | | 08 | BST5 | Eastern County |
| 47500 | COFFIN RD | 0.5600 | 0.7020 | 0.1420 | RNP | C4 | | 08 | BST5 | Eastern County |

Master Road List

| Road Number | Road Name | BMP | EMP | Total Miles | Center | Edge | Lane | FFC | BST Area | Maintenance Area |
|-------------|---------------------|--------|--------|-------------|--------|------|------|-----|----------|------------------|
| 47500 | COFFIN RD | 0.7020 | 0.7320 | 0.0300 | DNP | C4 | | 08 | BST5 | Eastern County |
| 47500 | COFFIN RD | 0.7320 | 0.8750 | 0.1430 | LNP | C4 | | 08 | BST5 | Eastern County |
| 47500 | COFFIN RD | 0.8750 | 1.0250 | 0.1500 | SK | C4 | | 08 | BST5 | Eastern County |
| 47500 | COFFIN RD | 1.0250 | 1.1720 | 0.1470 | RNP | C4 | | 08 | BST5 | Eastern County |
| 47500 | COFFIN RD | 1.1720 | 1.2360 | 0.0640 | DNP | C4 | | 08 | BST5 | Eastern County |
| 47500 | COFFIN RD | 1.2360 | 1.4320 | 0.1960 | LNP | C4 | | 08 | BST5 | Eastern County |
| 47500 | COFFIN RD | 1.4320 | 1.4750 | 0.0430 | SK | C4 | | 08 | BST5 | Eastern County |
| 47500 | COFFIN RD | 1.4750 | 1.6100 | 0.1350 | RNP | C4 | | 08 | BST5 | Eastern County |
| 47500 | COFFIN RD | 1.6100 | 1.8080 | 0.1980 | DNP | C4 | | 08 | BST5 | Eastern County |
| 47500 | COFFIN RD | 1.8080 | 2.0800 | 0.2720 | LNP | C4 | | 08 | BST5 | Eastern County |
| 47500 | COFFIN RD | 2.0800 | 2.4710 | 0.3910 | SK | C4 | | 08 | BST5 | Eastern County |
| 47500 | COFFIN RD | 2.4710 | 2.6200 | 0.1490 | RNP | C4 | | 08 | BST5 | Eastern County |
| 47500 | COFFIN RD | 2.6200 | 2.6280 | 0.0080 | DNP | C4 | | 08 | BST5 | Eastern County |
| 47500 | COFFIN RD | 2.6280 | 2.8160 | 0.1880 | LNP | C4 | | 08 | BST5 | Eastern County |
| 47500 | COFFIN RD | 2.8160 | 2.8740 | 0.0580 | SK | C4 | | 08 | BST5 | Eastern County |
| 47500 | COFFIN RD | 2.8740 | 3.0700 | 0.1960 | RNP | C4 | | 08 | BST5 | Eastern County |
| 47500 | COFFIN RD | 3.0700 | 3.1200 | 0.0500 | DNP | C4 | | 08 | BST5 | Eastern County |
| 47500 | COFFIN RD | 3.1200 | 3.2560 | 0.1360 | LNP | C4 | | 08 | BST5 | Eastern County |
| 47500 | COFFIN RD | 3.2560 | 3.8180 | 0.5620 | SK | C4 | | 08 | BST5 | Eastern County |
| 47500 | COFFIN RD | 3.8180 | 4.0130 | 0.1950 | RNP | C4 | | 08 | BST5 | Eastern County |
| 47500 | COFFIN RD | 4.0130 | 4.5190 | 0.5060 | DNP | C4 | | 08 | BST5 | Eastern County |
| 47500 | COFFIN RD | 4.5190 | 4.6510 | 0.1320 | RNP | C4 | | 08 | BST5 | Eastern County |
| 47500 | COFFIN RD | 4.6510 | 4.6920 | 0.0410 | DNP | C4 | | 08 | BST5 | Eastern County |
| 47500 | COFFIN RD | 4.6920 | 4.8610 | 0.1690 | LNP | C4 | | 08 | BST5 | Eastern County |
| 47500 | COFFIN RD | 4.8610 | 5.1480 | 0.2870 | SK | C4 | | 08 | BST5 | Eastern County |
| 62500 | COLUMBIA PARK TRAIL | 0.3950 | 0.4650 | 0.0700 | DNP | C4 | | 16 | BST5 | Eastern County |
| 62500 | COLUMBIA PARK TRAIL | 0.4650 | 0.5980 | 0.1330 | LNP | C4 | | 16 | BST5 | Eastern County |
| 62500 | COLUMBIA PARK TRAIL | 0.5980 | 0.8030 | 0.2050 | SK | C4 | | 16 | BST5 | Eastern County |
| 62500 | COLUMBIA PARK TRAIL | 0.8030 | 0.8550 | 0.0520 | RNP | C4 | | 16 | BST5 | Eastern County |
| 50450 | GRANDVIEW LN | 0.0100 | 0.2350 | 0.2250 | DNP | C4 | | 19 | BST5 | Eastern County |
| 44800 | LOCUST GROVE RD | 0.0120 | 0.7190 | 0.7070 | SK | C4 | | 08 | BST5 | Eastern County |
| 44800 | LOCUST GROVE RD | 0.7390 | 1.0290 | 0.2900 | DNP | C4 | | 08 | BST5 | Eastern County |
| 44800 | LOCUST GROVE RD | 1.0290 | 1.3100 | 0.2810 | LNP | C4 | | 08 | BST5 | Eastern County |
| 44800 | LOCUST GROVE RD | 1.3100 | 1.4660 | 0.1560 | SK | C4 | | 08 | BST5 | Eastern County |
| 44800 | LOCUST GROVE RD | 1.4870 | 1.6240 | 0.1370 | SK | C4 | | 08 | BST5 | Eastern County |
| 44800 | LOCUST GROVE RD | 1.6240 | 1.8130 | 0.1890 | RNP | C4 | | 08 | BST5 | Eastern County |
| 44800 | LOCUST GROVE RD | 1.8130 | 2.1030 | 0.2900 | DNP | C4 | | 08 | BST5 | Eastern County |
| 44800 | LOCUST GROVE RD | 2.1200 | 2.3000 | 0.1800 | DNP | C4 | | 08 | BST5 | Eastern County |
| 44800 | LOCUST GROVE RD | 2.3000 | 2.4240 | 0.1240 | LNP | C4 | | 08 | BST5 | Eastern County |
| 44800 | LOCUST GROVE RD | 2.4240 | 2.4730 | 0.0490 | SK | C4 | | 08 | BST5 | Eastern County |
| 44800 | LOCUST GROVE RD | 2.4730 | 2.5980 | 0.1250 | RNP | C4 | | 08 | BST5 | Eastern County |
| 44800 | LOCUST GROVE RD | 2.6080 | 2.6850 | 0.0770 | RNP | C4 | | 08 | BST5 | Eastern County |
| 44800 | LOCUST GROVE RD | 2.6850 | 2.7180 | 0.0330 | DNP | C4 | | 08 | BST5 | Eastern County |
| 44800 | LOCUST GROVE RD | 2.7180 | 2.9250 | 0.2070 | LNP | C4 | | 08 | BST5 | Eastern County |
| 44800 | LOCUST GROVE RD | 2.9250 | 2.9350 | 0.0100 | SK | C4 | | 08 | BST5 | Eastern County |
| 44800 | LOCUST GROVE RD | 2.9350 | 3.1410 | 0.2060 | RNP | C4 | | 08 | BST5 | Eastern County |
| 44800 | LOCUST GROVE RD | 3.1410 | 3.4440 | 0.3030 | DNP | C4 | | 08 | BST5 | Eastern County |
| 44800 | LOCUST GROVE RD | 3.4440 | 3.5440 | 0.1000 | LNP | C4 | | 08 | BST5 | Eastern County |
| 44800 | LOCUST GROVE RD | 3.5440 | 3.7040 | 0.1600 | SK | C4 | | 08 | BST5 | Eastern County |

Master Road List

| Road Number | Road Name | BMP | EMP | Total Miles | Center | Edge | Lane | FFC | BST Area | Maintenance Area |
|-------------|-----------------|--------|--------|-------------|--------|------|------|-----|----------|------------------|
| 44800 | LOCUST GROVE RD | 3.7040 | 3.8250 | 0.1210 | RNP | C4 | | 08 | BST5 | Eastern County |
| 44800 | LOCUST GROVE RD | 3.8250 | 3.8380 | 0.0130 | SK | C4 | | 08 | BST5 | Eastern County |
| 44800 | LOCUST GROVE RD | 3.8380 | 3.9880 | 0.1500 | LNP | C4 | | 08 | BST5 | Eastern County |
| 44800 | LOCUST GROVE RD | 3.9880 | 4.8090 | 0.8210 | SK | C4 | | 08 | BST5 | Eastern County |
| 44800 | LOCUST GROVE RD | 4.8090 | 4.9040 | 0.0950 | RNP | C4 | | 08 | BST5 | Eastern County |
| 44800 | LOCUST GROVE RD | 4.9220 | 5.0480 | 0.1260 | RNP | C4 | | 08 | BST5 | Eastern County |
| 44800 | LOCUST GROVE RD | 5.0480 | 5.1140 | 0.0660 | DNP | C4 | | 08 | BST5 | Eastern County |
| 44800 | LOCUST GROVE RD | 5.1140 | 5.2470 | 0.1330 | LNP | C4 | | 08 | BST5 | Eastern County |
| 44800 | LOCUST GROVE RD | 5.2470 | 6.2040 | 0.9570 | SK | C4 | | 08 | BST5 | Eastern County |
| 44800 | LOCUST GROVE RD | 6.2040 | 6.4320 | 0.2280 | RNP | C4 | | 08 | BST5 | Eastern County |
| 44800 | LOCUST GROVE RD | 6.4320 | 6.4670 | 0.0350 | DNP | C4 | | 08 | BST5 | Eastern County |
| 44800 | LOCUST GROVE RD | 6.4940 | 6.5300 | 0.0360 | DNP | C4 | | 08 | BST5 | Eastern County |
| 44800 | LOCUST GROVE RD | 6.5300 | 6.9550 | 0.4250 | LNP | C4 | | 08 | BST5 | Eastern County |
| 44800 | LOCUST GROVE RD | 6.9550 | 6.9630 | 0.0080 | DNP | C4 | | 08 | BST5 | Eastern County |
| 44800 | LOCUST GROVE RD | 6.9630 | 7.1670 | 0.2040 | RNP | C4 | | 08 | BST5 | Eastern County |
| 44800 | LOCUST GROVE RD | 7.1670 | 7.2250 | 0.0580 | SK | C4 | | 08 | BST5 | Eastern County |
| 44800 | LOCUST GROVE RD | 7.2250 | 7.3680 | 0.1430 | LNP | C4 | | 08 | BST5 | Eastern County |
| 44800 | LOCUST GROVE RD | 7.3680 | 7.7840 | 0.4160 | SK | C4 | | 08 | BST5 | Eastern County |
| 44800 | LOCUST GROVE RD | 7.7840 | 7.8950 | 0.1110 | RNP | C4 | | 08 | BST5 | Eastern County |
| 44800 | LOCUST GROVE RD | 7.9080 | 8.0810 | 0.1730 | RNP | C4 | | 08 | BST5 | Eastern County |
| 44800 | LOCUST GROVE RD | 8.0810 | 8.1250 | 0.0440 | SK | C4 | | 08 | BST5 | Eastern County |
| 44800 | LOCUST GROVE RD | 8.1250 | 8.2800 | 0.1550 | LNP | C4 | | 08 | BST5 | Eastern County |
| 44800 | LOCUST GROVE RD | 8.2800 | 8.4180 | 0.1380 | SK | C4 | | 08 | BST5 | Eastern County |
| 44800 | LOCUST GROVE RD | 8.4370 | 8.6400 | 0.2030 | SK | C4 | | 08 | BST5 | Eastern County |
| 44800 | LOCUST GROVE RD | 8.6400 | 8.7160 | 0.0760 | LNP | C4 | | 08 | BST5 | Eastern County |
| 44800 | LOCUST GROVE RD | 8.7160 | 8.9120 | 0.1960 | DNP | C4 | | 08 | BST5 | Eastern County |
| 44800 | LOCUST GROVE RD | 8.9120 | 9.0540 | 0.1420 | LNP | C4 | | 08 | BST5 | Eastern County |
| 44800 | LOCUST GROVE RD | 9.0540 | 9.3340 | 0.2800 | SK | C4 | | 08 | BST5 | Eastern County |
| 44800 | LOCUST GROVE RD | 9.3540 | 9.3650 | 0.0110 | DNP | C4 | | 08 | BST5 | Eastern County |
| 77050 | OLYMPIA ST S | 0.0110 | 0.1000 | 0.0890 | DNP | C4 | | 16 | BST5 | Eastern County |
| 77050 | OLYMPIA ST S | 0.1000 | 0.2000 | 0.1000 | DNP | C4 | | 16 | BST5 | Eastern County |
| 77050 | OLYMPIA ST S | 0.2000 | 0.2010 | 0.0010 | DNP | C4 | | 16 | BST5 | Eastern County |
| 77050 | OLYMPIA ST S | 0.2010 | 0.4720 | 0.2710 | DNP | | | 16 | BST5 | Eastern County |
| 50240 | RACHEL RD | 0.0050 | 0.0490 | 0.0440 | DNP | | | 19 | BST5 | Eastern County |
| 50240 | RACHEL RD | 0.0600 | 0.1480 | 0.0880 | DNP | | | 19 | BST5 | Eastern County |
| 50240 | RACHEL RD | 0.1560 | 0.1960 | 0.0400 | DNP | | | 19 | BST5 | Eastern County |
| 50240 | RACHEL RD | 0.2060 | 0.3130 | 0.1070 | DNP | | | 19 | BST5 | Eastern County |
| 50240 | RACHEL RD | 0.3220 | 0.6110 | 0.2890 | DNP | | | 19 | BST5 | Eastern County |
| 50240 | RACHEL RD | 0.6200 | 0.8400 | 0.2200 | DNP | | | 19 | BST5 | Eastern County |
| 50240 | RACHEL RD | 0.8480 | 0.9160 | 0.0680 | DNP | | | 19 | BST5 | Eastern County |
| 50240 | RACHEL RD | 0.9230 | 0.9860 | 0.0630 | DNP | | | 19 | BST5 | Eastern County |
| 50240 | RACHEL RD | 0.9930 | 1.0990 | 0.1060 | DNP | | | 19 | BST5 | Eastern County |
| 50240 | RACHEL RD | 1.1050 | 1.1840 | 0.0790 | DNP | | | 19 | BST5 | Eastern County |
| 50180 | REATA RD | 2.1010 | 2.2630 | 0.1620 | RNP | C4 | | 19 | BST5 | Eastern County |
| 50180 | REATA RD | 2.2630 | 2.3220 | 0.0590 | SK | C4 | | 19 | BST5 | Eastern County |
| 50180 | REATA RD | 2.3220 | 2.4350 | 0.1130 | LNP | C4 | | 19 | BST5 | Eastern County |
| 50180 | REATA RD | 2.4510 | 2.7190 | 0.2680 | SK | C4 | | 19 | BST5 | Eastern County |
| 50180 | REATA RD | 2.7370 | 2.8440 | 0.1070 | SK | C4 | | 19 | BST5 | Eastern County |
| 50180 | REATA RD | 2.8650 | 3.2560 | 0.3910 | SK | C4 | | 17 | BST5 | Eastern County |

Master Road List

| Road Number | Road Name | BMP | EMP | Total Miles | Center | Edge | Lane | FFC | BST Area | Maintenance Area |
|-------------|----------------|--------|--------|-------------|--------|------|------|-----|----------|------------------|
| 50180 | REATA RD | 3.2560 | 3.5530 | 0.2970 | RNP | C4 | | 17 | BST5 | Eastern County |
| 50180 | REATA RD | 3.5640 | 3.7720 | 0.2080 | SK | C4 | | 17 | BST5 | Eastern County |
| 50180 | REATA RD | 3.7720 | 3.9090 | 0.1370 | SK | C4 | | 17 | BST5 | Eastern County |
| 50180 | REATA RD | 3.9150 | 4.0610 | 0.1460 | SK | C4 | | 17 | BST5 | Eastern County |
| 50180 | REATA RD | 4.0810 | 4.1540 | 0.0730 | RNP | C4 | | 17 | BST5 | Eastern County |
| 50180 | REATA RD | 4.1540 | 4.3550 | 0.2010 | DNP | C4 | | 17 | BST5 | Eastern County |
| 50180 | REATA RD | 4.3640 | 4.6250 | 0.2610 | DNP | C4 | | 17 | BST5 | Eastern County |
| 50180 | REATA RD | 4.6250 | 4.6310 | 0.0060 | DNP | | | 17 | BST5 | Eastern County |
| 50340 | SAGEBRUSH RD | 0.0000 | 0.2000 | 0.2000 | DNP | C4 | | 19 | BST5 | Eastern County |
| 50340 | SAGEBRUSH RD | 0.2200 | 0.2610 | 0.0410 | DNP | C4 | | 09 | BST5 | Eastern County |
| 50340 | SAGEBRUSH RD | 0.2610 | 0.8960 | 0.6350 | SK | C4 | | 09 | BST5 | Eastern County |
| 50340 | SAGEBRUSH RD | 0.8960 | 1.1360 | 0.2400 | DNP | C4 | | 19 | BST5 | Eastern County |
| 50340 | SAGEBRUSH RD | 0.8960 | 1.1360 | 0.2400 | DNP | C4 | | 09 | BST5 | Eastern County |
| 50340 | SAGEBRUSH RD | 1.1360 | 1.3580 | 0.2220 | SK | C4 | | 19 | BST5 | Eastern County |
| 50340 | SAGEBRUSH RD | 1.4100 | 1.6500 | 0.2400 | SK | C4 | | 19 | BST5 | Eastern County |
| 50340 | SAGEBRUSH RD | 1.6500 | 1.7000 | 0.0500 | RNP | C4 | | 19 | BST5 | Eastern County |
| 50340 | SAGEBRUSH RD | 1.7000 | 1.7720 | 0.0720 | DNP | C4 | | 19 | BST5 | Eastern County |
| 50340 | SAGEBRUSH RD | 1.7720 | 1.8311 | 0.0591 | LNP | C4 | | 19 | BST5 | Eastern County |
| 50340 | SAGEBRUSH RD | 1.8311 | 2.2260 | 0.3949 | SK | C4 | | 19 | BST5 | Eastern County |
| 50460 | SUMMIT VIEW DR | 0.0530 | 0.1100 | 0.0570 | DNP | C4 | | 19 | BST5 | Eastern County |
| 50460 | SUMMIT VIEW DR | 0.1180 | 1.1430 | 1.0250 | DNP | C4 | | 19 | BST5 | Eastern County |
| 50460 | SUMMIT VIEW DR | 1.1430 | 1.2050 | 0.0620 | LNP | C4 | | 19 | BST5 | Eastern County |
| 50460 | SUMMIT VIEW DR | 1.2050 | 1.4220 | 0.2170 | SK | C4 | | 19 | BST5 | Eastern County |
| 75810 | 25TH AVE E | 0.0030 | 0.5530 | 0.5500 | DNP | | | 17 | BST6 | Eastern County |
| 75810 | 25TH AVE E | 0.5690 | 0.7560 | 0.1870 | DNP | | | 17 | BST6 | Eastern County |
| 75810 | 25TH AVE E | 0.7640 | 0.8000 | 0.0360 | DNP | | | 17 | BST6 | Eastern County |
| 75800 | 27TH AVE E | 0.0000 | 0.1570 | 0.1570 | TWL | | | 17 | BST6 | Eastern County |
| 75800 | 27TH AVE E | 0.1630 | 0.3750 | 0.2120 | TWL | | | 17 | BST6 | Eastern County |
| 75800 | 27TH AVE E | 0.3570 | 0.3900 | 0.0330 | DNP | | | 17 | BST6 | Eastern County |
| 75800 | 27TH AVE E | 0.3900 | 0.4070 | 0.0170 | DNP | | C8 | 17 | BST6 | Eastern County |
| 75800 | 27TH AVE E | 0.4140 | 0.4300 | 0.0160 | DNP | | C8 | 17 | BST6 | Eastern County |
| 75800 | 27TH AVE E | 0.4300 | 0.4400 | 0.0100 | DNP | | | 17 | BST6 | Eastern County |
| 75800 | 27TH AVE E | 0.4400 | 0.4760 | 0.0360 | TWL | | | 17 | BST6 | Eastern County |
| 75800 | 27TH AVE E | 0.4860 | 0.7870 | 0.3010 | TWL | | | 17 | BST6 | Eastern County |
| 75800 | 27TH AVE E | 0.8030 | 0.8820 | 0.0790 | TWL | | | 17 | BST6 | Eastern County |
| 75800 | 27TH AVE E | 0.8820 | 0.8970 | 0.0150 | DNP | | | 17 | BST6 | Eastern County |
| 75800 | 27TH AVE E | 0.8970 | 0.9130 | 0.0160 | DNP | | C8 | 17 | BST6 | Eastern County |
| 75800 | 27TH AVE E | 0.9230 | 1.0650 | 0.1420 | DNP | | | 17 | BST6 | Eastern County |
| 75800 | 27TH AVE E | 1.0730 | 1.1610 | 0.0880 | DNP | | | 17 | BST6 | Eastern County |
| 75800 | 27TH AVE E | 1.1730 | 1.3060 | 0.1330 | DNP | | | 17 | BST6 | Eastern County |
| 75800 | 27TH AVE E | 1.3130 | 1.3470 | 0.0340 | DNP | | | 17 | BST6 | Eastern County |
| 76900 | 3RD AVE E | 0.0000 | 0.3730 | 0.3730 | SK | C4 | | 19 | BST6 | Eastern County |
| 76900 | 3RD AVE E | 0.3860 | 0.3990 | 0.0130 | SK | C4 | | 19 | BST6 | Eastern County |
| 76900 | 3RD AVE E | 0.3990 | 0.4920 | 0.0930 | RNP | C4 | | 19 | BST6 | Eastern County |
| 76100 | BERNATH RD | 0.1880 | 0.2430 | 0.0550 | DNP | | | 19 | BST6 | Eastern County |
| 76100 | BERNATH RD | 0.2550 | 0.3240 | 0.0690 | DNP | | | 19 | BST6 | Eastern County |
| 78260 | BOWLES RD | 0.0170 | 0.0330 | 0.0160 | DNP | C4 | | 17 | BST6 | Eastern County |
| 78260 | BOWLES RD | 0.0410 | 0.1630 | 0.1220 | DNP | C4 | | 17 | BST6 | Eastern County |
| 78260 | BOWLES RD | 0.1630 | 0.2850 | 0.1220 | LNP | C4 | | 17 | BST6 | Eastern County |

Master Road List

| Road Number | Road Name | BMP | EMP | Total Miles | Center | Edge | Lane | FFC | BST Area | Maintenance Area |
|-------------|-----------------|---------|---------|-------------|--------|------|------|-----|----------|------------------|
| 78260 | BOWLES RD | 0.2850 | 0.4840 | 0.1990 | SK | C4 | | 17 | BST6 | Eastern County |
| 78260 | BOWLES RD | 0.4840 | 0.5700 | 0.0860 | RNP | C4 | | 17 | BST6 | Eastern County |
| 78260 | BOWLES RD | 0.5700 | 0.5890 | 0.0190 | RNP | C4 | | 17 | BST6 | Eastern County |
| 78260 | BOWLES RD | 0.5890 | 0.8150 | 0.2260 | SK | C4 | | 17 | BST6 | Eastern County |
| 78260 | BOWLES RD | 0.8220 | 1.0660 | 0.2440 | SK | C4 | | 17 | BST6 | Eastern County |
| 78260 | BOWLES RD | 1.0780 | 1.5690 | 0.4910 | SK | C4 | | 17 | BST6 | Eastern County |
| 78260 | BOWLES RD | 1.5800 | 2.0750 | 0.4950 | SK | C4 | | 17 | BST6 | Eastern County |
| 78260 | BOWLES RD | 2.0880 | 2.1410 | 0.0530 | SK | C4 | | 17 | BST6 | Eastern County |
| 78260 | BOWLES RD | 2.1410 | 2.3260 | 0.1850 | DNP | C4 | | 17 | BST6 | Eastern County |
| 78260 | BOWLES RD | 2.3410 | 2.3590 | 0.0180 | DNP | C4 | | 17 | BST6 | Eastern County |
| 78260 | BOWLES RD | 2.3590 | 3.0760 | 0.7170 | SK | C4 | | 17 | BST6 | Eastern County |
| 78260 | BOWLES RD | 2.3590 | 3.0760 | 0.7170 | SK | C4 | | 17 | BST6 | Eastern County |
| 78260 | BOWLES RD | 3.0930 | 3.2680 | 0.1750 | SK | C4 | | 17 | BST6 | Eastern County |
| 78260 | BOWLES RD | 3.0930 | 3.2680 | 0.1750 | SK | C4 | | 17 | BST6 | Eastern County |
| 78260 | BOWLES RD | 3.2680 | 3.6020 | 0.3340 | DNP | C4 | | 17 | BST6 | Eastern County |
| 78500 | BRYSON BROWN RD | 0.0080 | 0.0430 | 0.0350 | DNP | | | 19 | BST6 | Eastern County |
| 78500 | BRYSON BROWN RD | 0.0430 | 0.7130 | 0.6700 | SK | | | 19 | BST6 | Eastern County |
| 78500 | BRYSON BROWN RD | 0.7240 | 0.7460 | 0.0220 | DNP | | | 19 | BST6 | Eastern County |
| 78500 | BRYSON BROWN RD | 0.7550 | 0.8280 | 0.0730 | DNP | | | 19 | BST6 | Eastern County |
| 78500 | BRYSON BROWN RD | 0.8280 | 1.0880 | 0.2600 | SK | | | 19 | BST6 | Eastern County |
| 78500 | BRYSON BROWN RD | 1.0880 | 1.2230 | 0.1350 | RNP | | | 19 | BST6 | Eastern County |
| 78500 | BRYSON BROWN RD | 1.2230 | 1.5560 | 0.3330 | DNP | | | 19 | BST6 | Eastern County |
| 78500 | BRYSON BROWN RD | 1.5560 | 1.6460 | 0.0900 | LNP | | | 19 | BST6 | Eastern County |
| 78500 | BRYSON BROWN RD | 1.6460 | 1.7520 | 0.1060 | SK | | | 19 | BST6 | Eastern County |
| 78100 | COCHRAN RD | 1.0830 | 1.1900 | 0.1070 | DNP | | | 19 | BST6 | Eastern County |
| 78100 | COCHRAN RD | 1.2070 | 1.2230 | 0.0160 | DNP | | | 19 | BST6 | Eastern County |
| 78100 | COCHRAN RD | 1.2230 | 1.5050 | 0.2820 | SK | | | 19 | BST6 | Eastern County |
| 78100 | COCHRAN RD | 1.5210 | 1.6820 | 0.1610 | SK | | | 19 | BST6 | Eastern County |
| 78100 | COCHRAN RD | 1.6820 | 1.8390 | 0.1570 | DNP | | | 19 | BST6 | Eastern County |
| 78100 | COCHRAN RD | 1.8390 | 2.1970 | 0.3580 | SK | | | 19 | BST6 | Eastern County |
| 78100 | COCHRAN RD | 2.1970 | 2.2650 | 0.0680 | DNP | | | 19 | BST6 | Eastern County |
| 49550 | FINLEY RD | 7.2400 | 9.7290 | 2.4890 | DNP | | | 08 | BST6 | Eastern County |
| 49550 | FINLEY RD | 9.7290 | 9.8710 | 0.1420 | DNP | | | 08 | BST6 | Eastern County |
| 49550 | FINLEY RD | 9.8930 | 9.9910 | 0.0980 | DNP | C4 | | 17 | BST6 | Eastern County |
| 49550 | FINLEY RD | 9.8930 | 9.9910 | 0.0980 | DNP | C4 | | 17 | BST6 | Eastern County |
| 49550 | FINLEY RD | 9.9910 | 10.1260 | 0.1350 | LNP | C4 | | 17 | BST6 | Eastern County |
| 49550 | FINLEY RD | 10.1260 | 10.7730 | 0.6470 | SK | C4 | | 17 | BST6 | Eastern County |
| 49550 | FINLEY RD | 10.7780 | 10.9620 | 0.1840 | SK | | | 17 | BST6 | Eastern County |
| 49550 | FINLEY RD | 10.9790 | 11.0310 | 0.0520 | SK | C4 | | 17 | BST6 | Eastern County |
| 49550 | FINLEY RD | 11.0310 | 11.1290 | 0.0980 | DNP | C4 | | 17 | BST6 | Eastern County |
| 49550 | FINLEY RD | 11.1640 | 11.1780 | 0.0140 | DNP | C4 | | 17 | BST6 | Eastern County |
| 49550 | FINLEY RD | 11.1780 | 11.4690 | 0.2910 | SK | C4 | | 17 | BST6 | Eastern County |
| 49550 | FINLEY RD | 11.4820 | 11.6270 | 0.1450 | SK | C4 | | 17 | BST6 | Eastern County |
| 49550 | FINLEY RD | 11.6380 | 11.8940 | 0.2560 | SK | C4 | | 17 | BST6 | Eastern County |
| 49550 | FINLEY RD | 11.8940 | 11.9690 | 0.0750 | RNP | C4 | | 17 | BST6 | Eastern County |
| 49550 | FINLEY RD | 11.9930 | 12.1170 | 0.1240 | RNP | C4 | | 17 | BST6 | Eastern County |
| 49550 | FINLEY RD | 12.1170 | 12.1340 | 0.0170 | DNP | C4 | | 17 | BST6 | Eastern County |
| 49550 | FINLEY RD | 12.1340 | 12.3680 | 0.2340 | LNP | C4 | | 17 | BST6 | Eastern County |
| 49550 | FINLEY RD | 12.3680 | 12.4820 | 0.1140 | DNP | C4 | | 17 | BST6 | Eastern County |

Master Road List

| Road Number | Road Name | BMP | EMP | Total Miles | Center | Edge | Lane | FFC | BST Area | Maintenance Area |
|-------------|--------------|---------|---------|-------------|--------|------|------|-----|----------|------------------|
| 49550 | FINLEY RD | 12.4950 | 12.5940 | 0.0990 | DNP | C4 | | 17 | BST6 | Eastern County |
| 49550 | FINLEY RD | 12.5940 | 12.8940 | 0.3000 | SK | C4 | | 17 | BST6 | Eastern County |
| 49550 | FINLEY RD | 12.8940 | 12.9940 | 0.1000 | RNP | C4 | | 17 | BST6 | Eastern County |
| 49550 | FINLEY RD | 13.0050 | 13.0550 | 0.0500 | DNP | C4 | | 17 | BST6 | Eastern County |
| 49550 | FINLEY RD | 13.0740 | 13.1400 | 0.0660 | DNP | C4 | | 17 | BST6 | Eastern County |
| 49550 | FINLEY RD | 13.1510 | 13.2080 | 0.0570 | LNP | C4 | | 17 | BST6 | Eastern County |
| 49550 | FINLEY RD | 13.2080 | 13.3360 | 0.1280 | SK | C4 | | 17 | BST6 | Eastern County |
| 49550 | FINLEY RD | 13.3540 | 13.7490 | 0.3950 | SK | C4 | | 17 | BST6 | Eastern County |
| 49550 | FINLEY RD | 13.7610 | 13.9360 | 0.1750 | SK | C4 | | 17 | BST6 | Eastern County |
| 49550 | FINLEY RD | 13.9500 | 13.9870 | 0.0370 | SK | C4 | | 17 | BST6 | Eastern County |
| 49550 | FINLEY RD | 13.9870 | 14.0210 | 0.0340 | RNP | C4 | | 17 | BST6 | Eastern County |
| 49550 | FINLEY RD | 14.0280 | 14.1030 | 0.0750 | RNP | C4 | | 17 | BST6 | Eastern County |
| 49550 | FINLEY RD | 14.1030 | 14.1410 | 0.0380 | DNP | C4 | | 17 | BST6 | Eastern County |
| 49550 | FINLEY RD | 14.1540 | 14.2620 | 0.1080 | DNP | C4 | | 17 | BST6 | Eastern County |
| 49550 | FINLEY RD | 14.2760 | 14.5730 | 0.2970 | DNP | C4 | | 17 | BST6 | Eastern County |
| 49550 | FINLEY RD | 14.5810 | 14.6150 | 0.0340 | DNP | C4 | | 17 | BST6 | Eastern County |
| 49550 | FINLEY RD | 14.6150 | 14.7730 | 0.1580 | LNP | C4 | | 17 | BST6 | Eastern County |
| 49550 | FINLEY RD | 14.7730 | 14.8120 | 0.0390 | SK | C4 | | 17 | BST6 | Eastern County |
| 49550 | FINLEY RD | 14.8260 | 15.0930 | 0.2670 | SK | C4 | | 17 | BST6 | Eastern County |
| 49550 | FINLEY RD | 15.1100 | 15.1520 | 0.0420 | RNP | C4 | | 17 | BST6 | Eastern County |
| 49550 | FINLEY RD | 15.1610 | 15.2370 | 0.0760 | RNP | C4 | | 17 | BST6 | Eastern County |
| 49550 | FINLEY RD | 15.2370 | 15.3220 | 0.0850 | DNP | C4 | | 17 | BST6 | Eastern County |
| 49550 | FINLEY RD | 15.3300 | 15.4240 | 0.0940 | DNP | C4 | | 17 | BST6 | Eastern County |
| 75300 | GAME FARM RD | 0.5850 | 0.8160 | 0.2310 | RNP | | | 19 | BST6 | Eastern County |
| 75300 | GAME FARM RD | 0.8160 | 1.2370 | 0.4210 | DNP | | | 19 | BST6 | Eastern County |
| 75300 | GAME FARM RD | 1.2370 | 1.4170 | 0.1800 | LNP | | | 19 | BST6 | Eastern County |
| 75300 | GAME FARM RD | 2.6080 | 3.2250 | 0.6170 | SK | C4 | | 17 | BST6 | Eastern County |
| 75300 | GAME FARM RD | 3.2400 | 3.2950 | 0.0550 | SK | C4 | | 17 | BST6 | Eastern County |
| 75300 | GAME FARM RD | 3.3070 | 3.3840 | 0.0770 | SK | C4 | | 17 | BST6 | Eastern County |
| 75300 | GAME FARM RD | 3.3960 | 3.6020 | 0.2060 | SK | C4 | | 17 | BST6 | Eastern County |
| 75300 | GAME FARM RD | 3.8680 | 3.9960 | 0.1280 | DNP | | | 19 | BST6 | Eastern County |
| 76400 | HANEY RD | 0.0050 | 0.3530 | 0.3480 | SK | C4 | | 17 | BST6 | Eastern County |
| 76400 | HANEY RD | 0.3530 | 0.4850 | 0.1320 | LNP | C4 | | 17 | BST6 | Eastern County |
| 76400 | HANEY RD | 0.4850 | 0.5000 | 0.0150 | SK | C4 | | 17 | BST6 | Eastern County |
| 76400 | HANEY RD | 0.5100 | 0.7560 | 0.2460 | SK | C4 | | 17 | BST6 | Eastern County |
| 76400 | HANEY RD | 0.7700 | 1.0060 | 0.2360 | SK | C4 | | 17 | BST6 | Eastern County |
| 76400 | HANEY RD | 1.0190 | 1.1090 | 0.0900 | SK | C4 | | 17 | BST6 | Eastern County |
| 76400 | HANEY RD | 1.1090 | 1.3220 | 0.2130 | DNP | C4 | | 17 | BST6 | Eastern County |
| 76400 | HANEY RD | 1.3440 | 1.3920 | 0.0480 | DNP | | | 19 | BST6 | Eastern County |
| 76400 | HANEY RD | 1.3920 | 1.5130 | 0.1210 | SK | | | 19 | BST6 | Eastern County |
| 76400 | HANEY RD | 1.5260 | 1.9420 | 0.4160 | SK | | | 19 | BST6 | Eastern County |
| 76400 | HANEY RD | 1.9420 | 2.0200 | 0.0780 | DNP | | | 19 | BST6 | Eastern County |
| 76400 | HANEY RD | 2.0280 | 2.1370 | 0.1090 | DNP | | | 19 | BST6 | Eastern County |
| 76400 | HANEY RD | 2.1370 | 2.3390 | 0.2020 | SK | | | 19 | BST6 | Eastern County |
| 76400 | HANEY RD | 2.3530 | 2.4230 | 0.0700 | SK | | | 19 | BST6 | Eastern County |
| 75730 | HEDGES RD | 0.0490 | 0.1140 | 0.0650 | DNP | | | 19 | BST6 | Eastern County |
| 75730 | HEDGES RD | 0.1240 | 0.1900 | 0.0660 | DNP | | | 19 | BST6 | Eastern County |
| 77760 | LECHELT RD | 0.3580 | 0.4180 | 0.0600 | DNP | | | 19 | BST6 | Eastern County |
| 77760 | LECHELT RD | 0.4240 | 0.4850 | 0.0610 | DNP | | | 19 | BST6 | Eastern County |

Master Road List

| Road Number | Road Name | BMP | EMP | Total Miles | Center | Edge | Lane | FFC | BST Area | Maintenance Area |
|-------------|----------------|---------|---------|-------------|--------|------|------|-----|----------|------------------|
| 77480 | MAIN ST | 0.0060 | 0.2620 | 0.2560 | SK | | | 19 | BST6 | Eastern County |
| 49770 | MEALS RD | 2.3160 | 2.6340 | 0.3180 | SK | C4 | | 08 | BST6 | Eastern County |
| 49770 | MEALS RD | 2.6340 | 2.6920 | 0.0580 | RNP | C4 | | 08 | BST6 | Eastern County |
| 49770 | MEALS RD | 2.6920 | 2.7660 | 0.0740 | DNP | C4 | | 08 | BST6 | Eastern County |
| 49770 | MEALS RD | 2.7660 | 2.8360 | 0.0700 | LNP | C4 | | 08 | BST6 | Eastern County |
| 49770 | MEALS RD | 2.8360 | 3.1570 | 0.3210 | SK | C4 | | 08 | BST6 | Eastern County |
| 49770 | MEALS RD | 3.1570 | 3.3760 | 0.2190 | RNP | C4 | | 08 | BST6 | Eastern County |
| 49770 | MEALS RD | 3.3760 | 4.6650 | 1.2890 | DNP | C4 | | 08 | BST6 | Eastern County |
| 49770 | MEALS RD | 4.6650 | 4.7530 | 0.0880 | LNP | C4 | | 08 | BST6 | Eastern County |
| 49770 | MEALS RD | 4.7530 | 4.8950 | 0.1420 | SK | C4 | | 08 | BST6 | Eastern County |
| 49770 | MEALS RD | 4.8950 | 5.0030 | 0.1080 | RNP | C4 | | 08 | BST6 | Eastern County |
| 49770 | MEALS RD | 5.0030 | 5.2940 | 0.2910 | DNP | C4 | | 08 | BST6 | Eastern County |
| 49770 | MEALS RD | 5.2940 | 5.8010 | 0.5070 | SK | C4 | | 08 | BST6 | Eastern County |
| 49770 | MEALS RD | 5.8010 | 5.9640 | 0.1630 | RNP | C4 | | 08 | BST6 | Eastern County |
| 49770 | MEALS RD | 5.9640 | 6.1840 | 0.2200 | DNP | C4 | | 08 | BST6 | Eastern County |
| 49770 | MEALS RD | 6.1840 | 6.3580 | 0.1740 | LNP | C4 | | 08 | BST6 | Eastern County |
| 49770 | MEALS RD | 6.3580 | 6.7910 | 0.4330 | SK | C4 | | 08 | BST6 | Eastern County |
| 49770 | MEALS RD | 6.7910 | 6.9170 | 0.1260 | RNP | C4 | | 08 | BST6 | Eastern County |
| 49770 | MEALS RD | 6.9170 | 7.0840 | 0.1670 | DNP | C4 | | 08 | BST6 | Eastern County |
| 49770 | MEALS RD | 7.0840 | 7.2530 | 0.1690 | RNP | C4 | | 08 | BST6 | Eastern County |
| 49770 | MEALS RD | 7.2530 | 7.6290 | 0.3760 | DNP | C4 | | 08 | BST6 | Eastern County |
| 49770 | MEALS RD | 7.6290 | 7.6820 | 0.0530 | LNP | C4 | | 08 | BST6 | Eastern County |
| 49770 | MEALS RD | 7.6820 | 7.7110 | 0.0290 | SK | C4 | | 08 | BST6 | Eastern County |
| 49770 | MEALS RD | 7.7000 | 8.6110 | 0.9110 | SK | C4 | | 08 | BST6 | Eastern County |
| 49770 | MEALS RD | 7.7190 | 8.6110 | 0.8920 | SK | C4 | | 08 | BST6 | Eastern County |
| 49770 | MEALS RD | 8.6110 | 8.6580 | 0.0470 | RNP | C4 | | 08 | BST6 | Eastern County |
| 49770 | MEALS RD | 8.6110 | 8.6580 | 0.0470 | RNP | C4 | | 08 | BST6 | Eastern County |
| 49770 | MEALS RD | 8.6580 | 8.6730 | 0.0150 | DNP | C4 | | 08 | BST6 | Eastern County |
| 49770 | MEALS RD | 8.6580 | 8.6730 | 0.0150 | DNP | C4 | | 08 | BST6 | Eastern County |
| 49770 | MEALS RD | 8.6860 | 8.8060 | 0.1200 | DNP | C4 | | 08 | BST6 | Eastern County |
| 49770 | MEALS RD | 8.6860 | 8.8060 | 0.1200 | DNP | C4 | | 08 | BST6 | Eastern County |
| 49770 | MEALS RD | 8.8060 | 8.9430 | 0.1370 | LNP | C4 | | 08 | BST6 | Eastern County |
| 49770 | MEALS RD | 8.8060 | 8.9430 | 0.1370 | LNP | C4 | | 08 | BST6 | Eastern County |
| 49770 | MEALS RD | 8.9430 | 9.7780 | 0.8350 | SK | C4 | | 08 | BST6 | Eastern County |
| 49770 | MEALS RD | 8.9430 | 9.7780 | 0.8350 | SK | C4 | | 08 | BST6 | Eastern County |
| 49770 | MEALS RD | 9.7780 | 9.9300 | 0.1520 | RNP | C4 | | 08 | BST6 | Eastern County |
| 49770 | MEALS RD | 9.7780 | 9.9300 | 0.1520 | RNP | C4 | | 08 | BST6 | Eastern County |
| 49770 | MEALS RD | 9.9300 | 9.9950 | 0.0650 | DNP | C4 | | 08 | BST6 | Eastern County |
| 49770 | MEALS RD | 9.9300 | 9.9950 | 0.0650 | DNP | C4 | | 08 | BST6 | Eastern County |
| 49770 | MEALS RD | 10.0030 | 10.0530 | 0.0500 | DNP | C4 | | 08 | BST6 | Eastern County |
| 49770 | MEALS RD | 10.0030 | 10.0530 | 0.0500 | DNP | C4 | | 08 | BST6 | Eastern County |
| 48910 | NINE CANYON RD | 0.0000 | 1.8500 | 1.8500 | SK | | | 09 | BST6 | Eastern County |
| 48910 | NINE CANYON RD | 1.8500 | 2.0200 | 0.1700 | RNP | | | 08 | BST6 | Eastern County |
| 48910 | NINE CANYON RD | 2.0200 | 2.0300 | 0.0100 | DNP | | | 08 | BST6 | Eastern County |
| 48910 | NINE CANYON RD | 2.0300 | 2.2600 | 0.2300 | LNP | | | 08 | BST6 | Eastern County |
| 48910 | NINE CANYON RD | 2.2600 | 3.3900 | 1.1300 | SK | C4 | | 08 | BST6 | Eastern County |
| 48910 | NINE CANYON RD | 3.3900 | 3.6500 | 0.2600 | RNP | C4 | | 08 | BST6 | Eastern County |
| 48910 | NINE CANYON RD | 3.6500 | 3.8000 | 0.1500 | DNP | C4 | | 08 | BST6 | Eastern County |
| 48910 | NINE CANYON RD | 3.8000 | 3.9900 | 0.1900 | LNP | C4 | | 08 | BST6 | Eastern County |

Master Road List

| Road Number | Road Name | BMP | EMP | Total Miles | Center | Edge | Lane | FFC | BST Area | Maintenance Area |
|-------------|----------------|---------|---------|-------------|--------|------|------|-----|----------|------------------|
| 48910 | NINE CANYON RD | 3.9900 | 4.3400 | 0.3500 | SK | C4 | | 08 | BST6 | Eastern County |
| 48910 | NINE CANYON RD | 4.3400 | 4.5400 | 0.2000 | RNP | C4 | | 08 | BST6 | Eastern County |
| 48910 | NINE CANYON RD | 4.5400 | 4.7300 | 0.1900 | LNP | C4 | | 08 | BST6 | Eastern County |
| 48910 | NINE CANYON RD | 4.7300 | 4.8700 | 0.1400 | SK | C4 | | 08 | BST6 | Eastern County |
| 48910 | NINE CANYON RD | 4.8700 | 5.7500 | 0.8800 | SK | C4 | | 08 | BST6 | Eastern County |
| 48910 | NINE CANYON RD | 5.7500 | 5.9200 | 0.1700 | RNP | C4 | | 08 | BST6 | Eastern County |
| 48910 | NINE CANYON RD | 5.9200 | 5.9900 | 0.0700 | DNP | C4 | | 08 | BST6 | Eastern County |
| 48910 | NINE CANYON RD | 5.9900 | 6.1400 | 0.1500 | LNP | C4 | | 08 | BST6 | Eastern County |
| 48910 | NINE CANYON RD | 6.1400 | 6.1500 | 0.0100 | SK | C4 | | 08 | BST6 | Eastern County |
| 48910 | NINE CANYON RD | 6.1500 | 6.2000 | 0.0500 | RNP | C4 | | 08 | BST6 | Eastern County |
| 48910 | NINE CANYON RD | 6.2000 | 6.3100 | 0.1100 | SK | C4 | | 08 | BST6 | Eastern County |
| 48910 | NINE CANYON RD | 6.3100 | 6.3600 | 0.0500 | LNP | C4 | | 08 | BST6 | Eastern County |
| 48910 | NINE CANYON RD | 6.3600 | 6.6800 | 0.3200 | SK | C4 | | 08 | BST6 | Eastern County |
| 48910 | NINE CANYON RD | 6.6800 | 6.7700 | 0.0900 | RNP | C4 | | 08 | BST6 | Eastern County |
| 48910 | NINE CANYON RD | 6.7700 | 6.8300 | 0.0600 | SK | C4 | | 08 | BST6 | Eastern County |
| 48910 | NINE CANYON RD | 6.8300 | 6.9400 | 0.1100 | DNP | C4 | | 08 | BST6 | Eastern County |
| 48910 | NINE CANYON RD | 6.9400 | 7.0200 | 0.0800 | RNP | C4 | | 08 | BST6 | Eastern County |
| 48910 | NINE CANYON RD | 7.0200 | 7.0900 | 0.0700 | SK | C4 | | 08 | BST6 | Eastern County |
| 48910 | NINE CANYON RD | 7.0900 | 7.1700 | 0.0800 | LNP | C4 | | 08 | BST6 | Eastern County |
| 48910 | NINE CANYON RD | 7.1700 | 7.3200 | 0.1500 | SK | C4 | | 08 | BST6 | Eastern County |
| 48910 | NINE CANYON RD | 7.1700 | 7.3200 | 0.1500 | SK | C4 | | 08 | BST6 | Eastern County |
| 48910 | NINE CANYON RD | 7.3200 | 7.4900 | 0.1700 | DNP | C4 | | 08 | BST6 | Eastern County |
| 48910 | NINE CANYON RD | 7.4900 | 7.5800 | 0.0900 | DNP | C4 | | 08 | BST6 | Eastern County |
| 48910 | NINE CANYON RD | 7.5800 | 9.1200 | 1.5400 | SK | C4 | | 08 | BST6 | Eastern County |
| 48910 | NINE CANYON RD | 9.1300 | 10.4500 | 1.3200 | SK | C4 | | 08 | BST6 | Eastern County |
| 48910 | NINE CANYON RD | 10.4500 | 10.5500 | 0.1000 | RNP | C4 | | 08 | BST6 | Eastern County |
| 48910 | NINE CANYON RD | 10.5500 | 10.8300 | 0.2800 | DNP | C4 | | 08 | BST6 | Eastern County |
| 48910 | NINE CANYON RD | 10.8400 | 11.2000 | 0.3600 | DNP | C4 | | 17 | BST6 | Eastern County |
| 48910 | NINE CANYON RD | 11.2000 | 11.3600 | 0.1600 | SK | C4 | | 17 | BST6 | Eastern County |
| 48910 | NINE CANYON RD | 11.3600 | 11.5000 | 0.1400 | RNP | C4 | | 17 | BST6 | Eastern County |
| 48910 | NINE CANYON RD | 11.5000 | 11.7400 | 0.2400 | DNP | C4 | | 17 | BST6 | Eastern County |
| 48910 | NINE CANYON RD | 11.7400 | 11.8800 | 0.1400 | LNP | C4 | | 17 | BST6 | Eastern County |
| 48910 | NINE CANYON RD | 11.8800 | 11.9900 | 0.1100 | DNP | C4 | | 17 | BST6 | Eastern County |
| 48910 | NINE CANYON RD | 11.9900 | 12.1200 | 0.1300 | LNP | C4 | | 17 | BST6 | Eastern County |
| 48910 | NINE CANYON RD | 12.1200 | 12.2600 | 0.1400 | SK | C4 | | 17 | BST6 | Eastern County |
| 48910 | NINE CANYON RD | 12.2800 | 12.4600 | 0.1800 | SK | C4 | | 17 | BST6 | Eastern County |
| 48910 | NINE CANYON RD | 12.4600 | 12.5000 | 0.0400 | RNP | C4 | | 17 | BST6 | Eastern County |
| 48910 | NINE CANYON RD | 12.5200 | 12.6000 | 0.0800 | RNP | C4 | | 17 | BST6 | Eastern County |
| 48910 | NINE CANYON RD | 12.6000 | 12.7800 | 0.1800 | LNP | C4 | | 17 | BST6 | Eastern County |
| 48910 | NINE CANYON RD | 12.7800 | 13.0150 | 0.2350 | SK | C4 | | 17 | BST6 | Eastern County |
| 76130 | OAK ST S | 0.0080 | 0.1230 | 0.1150 | DNP | | | 19 | BST6 | Eastern County |
| 76130 | OAK ST S | 0.1230 | 0.8760 | 0.7530 | DNP | | | 19 | BST6 | Eastern County |
| 76130 | OAK ST S | 0.8820 | 0.9320 | 0.0500 | DNP | | | 19 | BST6 | Eastern County |
| 76130 | OAK ST S | 0.9320 | 1.0070 | 0.0750 | LNP | | | 19 | BST6 | Eastern County |
| 76130 | OAK ST S | 1.1050 | 1.1150 | 0.0100 | LNP | | | 19 | BST6 | Eastern County |
| 76130 | OAK ST S | 1.1390 | 1.2480 | 0.1090 | LNP | C4 | | 17 | BST6 | Eastern County |
| 76130 | OAK ST S | 1.2480 | 2.0170 | 0.7690 | SK | C4 | | 17 | BST6 | Eastern County |
| 76130 | OAK ST S | 2.0300 | 2.0950 | 0.0650 | SK | C4 | | 17 | BST6 | Eastern County |
| 76130 | OAK ST S | 2.0950 | 2.2090 | 0.1140 | RNP | C4 | | 17 | BST6 | Eastern County |

Master Road List

| Road Number | Road Name | BMP | EMP | Total Miles | Center | Edge | Lane | FFC | BST Area | Maintenance Area |
|-------------|------------------|--------|--------|-------------|--------|------|------|-----|----------|------------------|
| 76130 | OAK ST S | 2.2090 | 2.2230 | 0.0140 | SK | C4 | | 17 | BST6 | Eastern County |
| 76130 | OAK ST S | 2.2230 | 2.2710 | 0.0480 | LNP | C4 | | 17 | BST6 | Eastern County |
| 76130 | OAK ST S | 2.2770 | 2.2970 | 0.0200 | LNP | C4 | | 17 | BST6 | Eastern County |
| 76130 | OAK ST S | 2.2970 | 2.6350 | 0.3380 | SK | C4 | | 17 | BST6 | Eastern County |
| 75720 | PERKINS RD | 0.7530 | 0.8220 | 0.0690 | DNP | | | 19 | BST6 | Eastern County |
| 75720 | PERKINS RD | 0.8270 | 0.8410 | 0.0140 | DNP | | | 19 | BST6 | Eastern County |
| 75720 | PERKINS RD | 2.0660 | 2.1380 | 0.0720 | DNP | | | 19 | BST6 | Eastern County |
| 75720 | PERKINS RD | 2.1510 | 2.2230 | 0.0720 | DNP | | | 19 | BST6 | Eastern County |
| 77210 | PIERT RD | 1.0760 | 1.1820 | 0.1060 | LNP | C4 | | 07 | BST6 | Eastern County |
| 77210 | PIERT RD | 1.1820 | 1.4420 | 0.2600 | SK | C4 | | 07 | BST6 | Eastern County |
| 77210 | PIERT RD | 1.4420 | 1.4880 | 0.0460 | DNP | C4 | | 07 | BST6 | Eastern County |
| 77210 | PIERT RD | 1.4980 | 1.6810 | 0.1830 | DNP | C4 | | 17 | BST6 | Eastern County |
| 77210 | PIERT RD | 2.3460 | 2.4700 | 0.1240 | SK | C4 | | 17 | BST6 | Eastern County |
| 77210 | PIERT RD | 2.4830 | 2.7160 | 0.2330 | SK | C4 | | 17 | BST6 | Eastern County |
| 77210 | PIERT RD | 2.7160 | 2.8070 | 0.0910 | RNP | C4 | | 17 | BST6 | Eastern County |
| 77210 | PIERT RD | 2.8070 | 2.8820 | 0.0750 | DNP | C4 | | 17 | BST6 | Eastern County |
| 77210 | PIERT RD | 2.8940 | 2.9100 | 0.0160 | DNP | C4 | | 17 | BST6 | Eastern County |
| 77210 | PIERT RD | 2.9100 | 2.9670 | 0.0570 | LNP | C4 | | 17 | BST6 | Eastern County |
| 77210 | PIERT RD | 2.9670 | 3.1440 | 0.1770 | SK | C4 | | 17 | BST6 | Eastern County |
| 77210 | PIERT RD | 3.1440 | 3.2120 | 0.0680 | RNP | C4 | | 17 | BST6 | Eastern County |
| 77210 | PIERT RD | 3.2120 | 3.3500 | 0.1380 | DNP | C4 | | 17 | BST6 | Eastern County |
| 77210 | PIERT RD | 3.3500 | 3.4620 | 0.1120 | LNP | C4 | | 17 | BST6 | Eastern County |
| 77210 | PIERT RD | 3.4620 | 3.4650 | 0.0030 | DNP | C4 | | 17 | BST6 | Eastern County |
| 77210 | PIERT RD | 3.4650 | 3.6670 | 0.2020 | RNP | C4 | | 17 | BST6 | Eastern County |
| 77210 | PIERT RD | 3.6670 | 3.6700 | 0.0030 | DNP | C4 | | 17 | BST6 | Eastern County |
| 77210 | PIERT RD | 3.6700 | 3.7970 | 0.1270 | LNP | C4 | | 17 | BST6 | Eastern County |
| 77210 | PIERT RD | 3.7970 | 3.9850 | 0.1880 | DNP | C4 | | 17 | BST6 | Eastern County |
| 77210 | PIERT RD | 3.9920 | 4.0210 | 0.0290 | DNP | C4 | | 17 | BST6 | Eastern County |
| 77290 | STRAIGHTBANK RD | 0.0150 | 0.1800 | 0.1650 | DNP | C4 | | 19 | BST6 | Eastern County |
| 75100 | YEW ST S | 1.5950 | 1.9270 | 0.3320 | DNP | C4 | | 19 | BST6 | Eastern County |
| 75100 | YEW ST S | 1.9300 | 2.1770 | 0.2470 | SK | C4 | | 19 | BST6 | Eastern County |
| 75100 | YEW ST S | 2.1980 | 2.2810 | 0.0830 | SK | C4 | | 19 | BST6 | Eastern County |
| 75100 | YEW ST S | 2.2810 | 2.4110 | 0.1300 | RNP | C4 | | 19 | BST6 | Eastern County |
| 75100 | YEW ST S | 2.4110 | 2.4310 | 0.0200 | DNP | C4 | | 19 | BST6 | Eastern County |
| 19910 | BADGER CANYON RD | 2.9830 | 3.1180 | 0.1350 | SK | | | 09 | BST7 | Eastern County |
| 19910 | BADGER CANYON RD | 2.9830 | 3.1180 | 0.1350 | SK | | | 09 | BST7 | Eastern County |
| 19910 | BADGER CANYON RD | 3.1180 | 3.2700 | 0.1520 | LNP | | | 09 | BST7 | Eastern County |
| 19910 | BADGER CANYON RD | 3.2700 | 3.6700 | 0.4000 | SK | | | 09 | BST7 | Eastern County |
| 19910 | BADGER CANYON RD | 3.6700 | 3.8650 | 0.1950 | RNP | | | 09 | BST7 | Eastern County |
| 19910 | BADGER CANYON RD | 3.8650 | 4.1040 | 0.2390 | DNP | | | 09 | BST7 | Eastern County |
| 19910 | BADGER CANYON RD | 4.1190 | 4.2430 | 0.1240 | DNP | | | 08 | BST7 | Eastern County |
| 19910 | BADGER CANYON RD | 4.1190 | 4.2430 | 0.1240 | DNP | | | 09 | BST7 | Eastern County |
| 55100 | BADGER RD | 0.0060 | 0.4200 | 0.4140 | DNP | C4 | | 08 | BST7 | Eastern County |
| 55100 | BADGER RD | 0.4200 | 0.4800 | 0.0600 | LNP | C4 | | 08 | BST7 | Eastern County |
| 55100 | BADGER RD | 0.4800 | 0.8160 | 0.3360 | SK | C4 | | 08 | BST7 | Eastern County |
| 55100 | BADGER RD | 0.8160 | 1.0190 | 0.2030 | RNP | C4 | | 08 | BST7 | Eastern County |
| 55100 | BADGER RD | 1.0190 | 1.1610 | 0.1420 | DNP | C4 | | 08 | BST7 | Eastern County |
| 55100 | BADGER RD | 1.1610 | 1.3190 | 0.1580 | LNP | C4 | | 08 | BST7 | Eastern County |
| 55100 | BADGER RD | 1.3190 | 1.6780 | 0.3590 | SK | C4 | | 08 | BST7 | Eastern County |

Master Road List

| Road Number | Road Name | BMP | EMP | Total Miles | Center | Edge | Lane | FFC | BST Area | Maintenance Area |
|-------------|------------|---------|---------|-------------|--------|------|------|-----|----------|------------------|
| 55100 | BADGER RD | 1.6780 | 1.8810 | 0.2030 | RNP | C4 | | 08 | BST7 | Eastern County |
| 55100 | BADGER RD | 1.8810 | 1.8870 | 0.0060 | DNP | C4 | | 08 | BST7 | Eastern County |
| 55100 | BADGER RD | 1.8870 | 2.1050 | 0.2180 | LNP | C4 | | 08 | BST7 | Eastern County |
| 55100 | BADGER RD | 2.1050 | 2.6910 | 0.5860 | SK | C4 | | 08 | BST7 | Eastern County |
| 55100 | BADGER RD | 2.6910 | 2.8860 | 0.1950 | RNP | C4 | | 08 | BST7 | Eastern County |
| 55100 | BADGER RD | 2.8860 | 2.9310 | 0.0450 | DNP | C4 | | 08 | BST7 | Eastern County |
| 55100 | BADGER RD | 2.9310 | 3.1410 | 0.2100 | LNP | C4 | | 08 | BST7 | Eastern County |
| 55100 | BADGER RD | 3.1410 | 3.2180 | 0.0770 | SK | C4 | | 08 | BST7 | Eastern County |
| 55100 | BADGER RD | 3.2180 | 3.3920 | 0.1740 | RNP | C4 | | 08 | BST7 | Eastern County |
| 55100 | BADGER RD | 3.3920 | 3.3980 | 0.0060 | DNP | C4 | | 08 | BST7 | Eastern County |
| 55100 | BADGER RD | 3.3980 | 3.8100 | 0.4120 | LNP | C4 | | 08 | BST7 | Eastern County |
| 55100 | BADGER RD | 3.8100 | 3.8170 | 0.0070 | DNP | C4 | | 08 | BST7 | Eastern County |
| 55100 | BADGER RD | 3.8170 | 4.0410 | 0.2240 | RNP | C4 | | 08 | BST7 | Eastern County |
| 55100 | BADGER RD | 4.0410 | 4.0530 | 0.0120 | DNP | C4 | | 08 | BST7 | Eastern County |
| 55100 | BADGER RD | 4.0530 | 4.2900 | 0.2370 | LNP | C4 | | 08 | BST7 | Eastern County |
| 55100 | BADGER RD | 4.2900 | 4.3670 | 0.0770 | SK | C4 | | 08 | BST7 | Eastern County |
| 55100 | BADGER RD | 4.3670 | 4.5840 | 0.2170 | RNP | C4 | | 08 | BST7 | Eastern County |
| 55100 | BADGER RD | 4.5930 | 4.6440 | 0.0510 | RNP | C4 | | 08 | BST7 | Eastern County |
| 55100 | BADGER RD | 4.6900 | 4.9790 | 0.2890 | DNP | C4 | | 08 | BST7 | Eastern County |
| 55100 | BADGER RD | 4.9790 | 5.1750 | 0.1960 | LNP | C4 | | 08 | BST7 | Eastern County |
| 55100 | BADGER RD | 5.1750 | 7.6950 | 2.5200 | SK | C4 | | 08 | BST7 | Eastern County |
| 55100 | BADGER RD | 7.6950 | 7.7900 | 0.0950 | SK | C4 | | 08 | BST7 | Eastern County |
| 55100 | BADGER RD | 7.7900 | 8.3550 | 0.5650 | SK | C4 | | 08 | BST7 | Eastern County |
| 55100 | BADGER RD | 7.7900 | 8.3550 | 0.5650 | SK | C4 | | 17 | BST7 | Eastern County |
| 55100 | BADGER RD | 8.3550 | 8.3650 | 0.0100 | RNP | C4 | | 17 | BST7 | Eastern County |
| 55100 | BADGER RD | 8.3840 | 8.4860 | 0.1020 | RNP | C4 | | 17 | BST7 | Eastern County |
| 55100 | BADGER RD | 8.4860 | 8.5290 | 0.0430 | SK | C4 | | 17 | BST7 | Eastern County |
| 55100 | BADGER RD | 8.5290 | 8.5610 | 0.0320 | LNP | C4 | | 17 | BST7 | Eastern County |
| 55100 | BADGER RD | 8.5790 | 8.6880 | 0.1090 | LNP | C4 | | 17 | BST7 | Eastern County |
| 55100 | BADGER RD | 8.6880 | 8.6970 | 0.0090 | DNP | C4 | | 17 | BST7 | Eastern County |
| 55100 | BADGER RD | 8.6970 | 8.7720 | 0.0750 | RNP | C4 | | 17 | BST7 | Eastern County |
| 55100 | BADGER RD | 8.7850 | 8.8480 | 0.0630 | RNP | C4 | | 17 | BST7 | Eastern County |
| 55100 | BADGER RD | 8.8480 | 8.9060 | 0.0580 | SK | C4 | | 17 | BST7 | Eastern County |
| 55100 | BADGER RD | 8.9060 | 8.9690 | 0.0630 | LNP | C4 | | 17 | BST7 | Eastern County |
| 55100 | BADGER RD | 8.9880 | 9.0210 | 0.0330 | LNP | C4 | | 17 | BST7 | Eastern County |
| 55100 | BADGER RD | 9.0210 | 9.1470 | 0.1260 | SK | C4 | | 17 | BST7 | Eastern County |
| 55100 | BADGER RD | 9.1470 | 9.4790 | 0.3320 | LNP | C4 | | 17 | BST7 | Eastern County |
| 55100 | BADGER RD | 9.4790 | 10.2770 | 0.7980 | SK | C4 | | 17 | BST7 | Eastern County |
| 55100 | BADGER RD | 10.2770 | 10.6150 | 0.3380 | LNP | C4 | | 17 | BST7 | Eastern County |
| 55100 | BADGER RD | 10.6150 | 10.9550 | 0.3400 | DNP | C4 | | 17 | BST7 | Eastern County |
| 55100 | BADGER RD | 10.9550 | 11.1560 | 0.2010 | RNP | C4 | | 17 | BST7 | Eastern County |
| 55100 | BADGER RD | 11.1560 | 11.4430 | 0.2870 | DNP | C4 | | 17 | BST7 | Eastern County |
| 55100 | BADGER RD | 11.4430 | 11.5980 | 0.1550 | RNP | C4 | | 17 | BST7 | Eastern County |
| 55100 | BADGER RD | 11.5980 | 11.6910 | 0.0930 | DNP | C4 | | 17 | BST7 | Eastern County |
| 55100 | BADGER RD | 11.7000 | 11.7100 | 0.0100 | DNP | C4 | | 17 | BST7 | Eastern County |
| 55100 | BADGER RD | 11.7100 | 12.0100 | 0.3000 | DNP | C4 | | 07 | BST7 | Eastern County |
| 11100 | CHRISTY RD | 0.0070 | 0.0580 | 0.0510 | DNP | C4 | | 07 | BST7 | Eastern County |
| 11100 | CHRISTY RD | 0.0670 | 0.1070 | 0.0400 | DNP | | | 07 | BST7 | Eastern County |
| 11100 | CHRISTY RD | 0.1070 | 0.1820 | 0.0750 | DNP | | | 07 | BST7 | Eastern County |

Master Road List

| Road Number | Road Name | BMP | EMP | Total Miles | Center | Edge | Lane | FFC | BST Area | Maintenance Area |
|-------------|-----------------------|--------|--------|-------------|--------|------|------|-----|----------|------------------|
| 11100 | CHRISTY RD | 0.1900 | 0.2420 | 0.0520 | DNP | | | 07 | BST7 | Eastern County |
| 11100 | CHRISTY RD | 0.2500 | 0.3000 | 0.0500 | DNP | | | 07 | BST7 | Eastern County |
| 11100 | CHRISTY RD | 0.3080 | 0.3240 | 0.0160 | DNP | | | 07 | BST7 | Eastern County |
| 11100 | CHRISTY RD | 0.3330 | 0.3580 | 0.0250 | DNP | | | 07 | BST7 | Eastern County |
| 11100 | CHRISTY RD | 0.3670 | 0.4450 | 0.0780 | DNP | | | 07 | BST7 | Eastern County |
| 11100 | CHRISTY RD | 0.4560 | 0.5580 | 0.1020 | DNP | | | 07 | BST7 | Eastern County |
| 11100 | CHRISTY RD | 0.5730 | 0.7490 | 0.1760 | DNP | | | 07 | BST7 | Eastern County |
| 11100 | CHRISTY RD | 0.7490 | 0.9310 | 0.1820 | LNP | | | 07 | BST7 | Eastern County |
| 11100 | CHRISTY RD | 0.9310 | 1.4390 | 0.5080 | SK | | | 07 | BST7 | Eastern County |
| 11100 | CHRISTY RD | 1.4390 | 1.6480 | 0.2090 | RNP | | | 07 | BST7 | Eastern County |
| 11100 | CHRISTY RD | 1.6550 | 1.7330 | 0.0780 | RNP | | | 07 | BST7 | Eastern County |
| 11100 | CHRISTY RD | 1.7330 | 1.7430 | 0.0100 | SK | | | 07 | BST7 | Eastern County |
| 11100 | CHRISTY RD | 1.7430 | 1.8560 | 0.1130 | LNP | | | 07 | BST7 | Eastern County |
| 11100 | CHRISTY RD | 1.8560 | 1.9060 | 0.0500 | DNP | | | 07 | BST7 | Eastern County |
| 11100 | CHRISTY RD | 1.9140 | 1.9970 | 0.0830 | DNP | | | 07 | BST7 | Eastern County |
| 11100 | CHRISTY RD | 1.9970 | 2.2750 | 0.2780 | LNP | | | 07 | BST7 | Eastern County |
| 11100 | CHRISTY RD | 2.2750 | 3.5250 | 1.2500 | SK | | | 07 | BST7 | Eastern County |
| 11100 | CHRISTY RD | 3.6600 | 3.8740 | 0.2140 | DNP | | | 07 | BST7 | Eastern County |
| 11100 | CHRISTY RD | 3.8740 | 3.9710 | 0.0970 | LNP | | | 07 | BST7 | Eastern County |
| 11100 | CHRISTY RD | 3.9710 | 4.1200 | 0.1490 | SK | | | 07 | BST7 | Eastern County |
| 11100 | CHRISTY RD | 4.1200 | 4.3900 | 0.2700 | RNP | | | 07 | BST7 | Eastern County |
| 11100 | CHRISTY RD | 4.3900 | 4.5780 | 0.1880 | DNP | | | 07 | BST7 | Eastern County |
| 11100 | CHRISTY RD | 4.5780 | 4.7970 | 0.2190 | LNP | | | 07 | BST7 | Eastern County |
| 11100 | CHRISTY RD | 4.7970 | 5.0350 | 0.2380 | SK | | | 07 | BST7 | Eastern County |
| 11100 | CHRISTY RD | 5.0350 | 5.3590 | 0.3240 | RNP | | | 07 | BST7 | Eastern County |
| 11100 | CHRISTY RD | 5.3590 | 5.7370 | 0.3780 | DNP | | | 07 | BST7 | Eastern County |
| 11100 | CHRISTY RD | 5.7370 | 5.9060 | 0.1690 | RNP | | | 07 | BST7 | Eastern County |
| 11100 | CHRISTY RD | 5.9060 | 5.9240 | 0.0180 | DNP | | | 07 | BST7 | Eastern County |
| 11100 | CHRISTY RD | 5.9240 | 6.1490 | 0.2250 | LNP | | | 07 | BST7 | Eastern County |
| 11100 | CHRISTY RD | 6.1490 | 7.0410 | 0.8920 | SK | | | 07 | BST7 | Eastern County |
| 11100 | CHRISTY RD | 7.0410 | 7.2460 | 0.2050 | RNP | | | 07 | BST7 | Eastern County |
| 11100 | CHRISTY RD | 7.2460 | 7.2690 | 0.0230 | DNP | | | 07 | BST7 | Eastern County |
| 11100 | CHRISTY RD | 7.2690 | 7.4410 | 0.1720 | LNP | | | 07 | BST7 | Eastern County |
| 55420 | COTTONWOOD CREEK BLVD | 0.6750 | 0.8400 | 0.1650 | SK | | | 19 | BST7 | Eastern County |
| 55150 | COTTONWOOD DRIVE | 0.0070 | 0.0810 | 0.0740 | DNP | | | 19 | BST7 | Eastern County |
| 55150 | COTTONWOOD DRIVE | 0.0900 | 0.5780 | 0.4880 | DNP | | | 19 | BST7 | Eastern County |
| 55150 | COTTONWOOD DRIVE | 0.5880 | 0.6360 | 0.0480 | DNP | | | 19 | BST7 | Eastern County |
| 55150 | COTTONWOOD DRIVE | 0.6360 | 0.7800 | 0.1440 | LNP | | | 19 | BST7 | Eastern County |
| 55150 | COTTONWOOD DRIVE | 0.7800 | 1.1730 | 0.3930 | SK | | | 19 | BST7 | Eastern County |
| 55150 | COTTONWOOD DRIVE | 1.1730 | 1.3040 | 0.1310 | RNP | | | 19 | BST7 | Eastern County |
| 55150 | COTTONWOOD DRIVE | 1.3040 | 1.3160 | 0.0120 | DNP | | | 19 | BST7 | Eastern County |
| 55150 | COTTONWOOD DRIVE | 1.3160 | 1.4550 | 0.1390 | LNP | | | 19 | BST7 | Eastern County |
| 55150 | COTTONWOOD DRIVE | 1.4550 | 1.7360 | 0.2810 | SK | | | 19 | BST7 | Eastern County |
| 11110 | COUNTY WELL RD | 0.0150 | 0.1040 | 0.0890 | SK | | | 08 | BST7 | Eastern County |
| 11110 | COUNTY WELL RD | 0.1130 | 0.2550 | 0.1420 | SK | | | 08 | BST7 | Eastern County |
| 11110 | COUNTY WELL RD | 0.2550 | 0.3860 | 0.1310 | RNP | | | 08 | BST7 | Eastern County |
| 11110 | COUNTY WELL RD | 0.3860 | 0.4490 | 0.0630 | SK | | | 08 | BST7 | Eastern County |
| 11110 | COUNTY WELL RD | 0.4490 | 0.5950 | 0.1460 | LNP | | | 08 | BST7 | Eastern County |
| 11110 | COUNTY WELL RD | 0.5950 | 0.7140 | 0.1190 | SK | | | 08 | BST7 | Eastern County |

Master Road List

| Road Number | Road Name | BMP | EMP | Total Miles | Center | Edge | Lane | FFC | BST Area | Maintenance Area |
|-------------|----------------|--------|--------|-------------|--------|------|------|-----|----------|------------------|
| 11110 | COUNTY WELL RD | 0.7140 | 0.9010 | 0.1870 | RNP | | | 08 | BST7 | Eastern County |
| 11110 | COUNTY WELL RD | 0.9010 | 0.9200 | 0.0190 | DNP | | | 08 | BST7 | Eastern County |
| 11110 | COUNTY WELL RD | 0.9200 | 1.1090 | 0.1890 | LNP | | | 08 | BST7 | Eastern County |
| 11110 | COUNTY WELL RD | 1.1090 | 1.1400 | 0.0310 | LNP | | | 08 | BST7 | Eastern County |
| 11110 | COUNTY WELL RD | 1.1400 | 1.2800 | 0.1400 | RNP | | | 08 | BST7 | Eastern County |
| 11110 | COUNTY WELL RD | 1.2800 | 1.2900 | 0.0100 | DNP | | | 08 | BST7 | Eastern County |
| 11110 | COUNTY WELL RD | 1.2900 | 1.4370 | 0.1470 | LNP | | | 08 | BST7 | Eastern County |
| 11110 | COUNTY WELL RD | 1.4370 | 1.8200 | 0.3830 | DNP | | | 08 | BST7 | Eastern County |
| 11110 | COUNTY WELL RD | 1.8200 | 3.2000 | 1.3800 | SK | | | 08 | BST7 | Eastern County |
| 11110 | COUNTY WELL RD | 3.2000 | 3.3380 | 0.1380 | RNP | | | 08 | BST7 | Eastern County |
| 11110 | COUNTY WELL RD | 3.3380 | 3.3930 | 0.0550 | RNP | | | 08 | BST7 | Eastern County |
| 11110 | COUNTY WELL RD | 3.3930 | 3.5410 | 0.1480 | DNP | | | 08 | BST7 | Eastern County |
| 11110 | COUNTY WELL RD | 3.5410 | 3.5770 | 0.0360 | SK | | | 08 | BST7 | Eastern County |
| 11110 | COUNTY WELL RD | 3.5770 | 3.6650 | 0.0880 | LNP | | | 08 | BST7 | Eastern County |
| 11110 | COUNTY WELL RD | 3.6650 | 3.7070 | 0.0420 | SK | | | 08 | BST7 | Eastern County |
| 11110 | COUNTY WELL RD | 3.7070 | 3.8250 | 0.1180 | RNP | | | 08 | BST7 | Eastern County |
| 11110 | COUNTY WELL RD | 3.8250 | 3.8770 | 0.0520 | DNP | | | 08 | BST7 | Eastern County |
| 11110 | COUNTY WELL RD | 3.8770 | 4.0650 | 0.1880 | LNP | | | 08 | BST7 | Eastern County |
| 11110 | COUNTY WELL RD | 4.0650 | 4.1250 | 0.0600 | SK | | | 08 | BST7 | Eastern County |
| 11110 | COUNTY WELL RD | 4.1430 | 4.2030 | 0.0600 | SK | | | 08 | BST7 | Eastern County |
| 11110 | COUNTY WELL RD | 4.2030 | 4.3100 | 0.1070 | RNP | | | 08 | BST7 | Eastern County |
| 11110 | COUNTY WELL RD | 4.3100 | 4.3570 | 0.0470 | LNP | | | 08 | BST7 | Eastern County |
| 11110 | COUNTY WELL RD | 4.3570 | 4.4610 | 0.1040 | LNP | | | 08 | BST7 | Eastern County |
| 11110 | COUNTY WELL RD | 4.4610 | 4.5700 | 0.1090 | RNP | | | 08 | BST7 | Eastern County |
| 11110 | COUNTY WELL RD | 4.5700 | 5.1230 | 0.5530 | SK | | | 08 | BST7 | Eastern County |
| 11110 | COUNTY WELL RD | 5.1380 | 6.5920 | 1.4540 | SK | | | 08 | BST7 | Eastern County |
| 11110 | COUNTY WELL RD | 6.5920 | 6.7300 | 0.1380 | RNP | | | 08 | BST7 | Eastern County |
| 11110 | COUNTY WELL RD | 6.7300 | 6.7580 | 0.0280 | DNP | | | 08 | BST7 | Eastern County |
| 11110 | COUNTY WELL RD | 6.7580 | 6.9010 | 0.1430 | LNP | | | 08 | BST7 | Eastern County |
| 11110 | COUNTY WELL RD | 6.9010 | 6.9240 | 0.0230 | DNP | | | 08 | BST7 | Eastern County |
| 11110 | COUNTY WELL RD | 6.9240 | 7.2550 | 0.3310 | DNP | C4 | | 08 | BST7 | Eastern County |
| 50950 | DALLAS RD | 0.0090 | 0.0460 | 0.0370 | DNP | C4 | | 09 | BST7 | Eastern County |
| 50950 | DALLAS RD | 0.0500 | 0.1780 | 0.1280 | DNP | C4 | | 09 | BST7 | Eastern County |
| 50950 | DALLAS RD | 0.1780 | 0.2900 | 0.1120 | LNP | C4 | | 09 | BST7 | Eastern County |
| 50950 | DALLAS RD | 0.2900 | 0.3650 | 0.0750 | SK | C4 | | 09 | BST7 | Eastern County |
| 50950 | DALLAS RD | 0.3830 | 0.7120 | 0.3290 | SK | C4 | | 09 | BST7 | Eastern County |
| 50950 | DALLAS RD | 0.7120 | 0.7870 | 0.0750 | RNP | C4 | | 09 | BST7 | Eastern County |
| 50950 | DALLAS RD | 0.7870 | 1.2630 | 0.4760 | DNP | C4 | | 09 | BST7 | Eastern County |
| 50950 | DALLAS RD | 0.7870 | 1.2630 | 0.4760 | DNP | C4 | | 19 | BST7 | Eastern County |
| 50950 | DALLAS RD | 1.2860 | 1.2950 | 0.0090 | DNP | C4 | | 19 | BST7 | Eastern County |
| 50150 | GOOSE GAP RD | 0.0210 | 0.8010 | 0.7800 | SK | | | 09 | BST7 | Eastern County |
| 50150 | GOOSE GAP RD | 0.8010 | 0.9360 | 0.1350 | RNP | | | 09 | BST7 | Eastern County |
| 50150 | GOOSE GAP RD | 0.9360 | 0.9540 | 0.0180 | DNP | | | 09 | BST7 | Eastern County |
| 50150 | GOOSE GAP RD | 0.9540 | 1.0640 | 0.1100 | LNP | | | 09 | BST7 | Eastern County |
| 50150 | GOOSE GAP RD | 1.0640 | 1.1010 | 0.0370 | DNP | | | 09 | BST7 | Eastern County |
| 50150 | GOOSE GAP RD | 1.1010 | 1.1770 | 0.0760 | RNP | | | 09 | BST7 | Eastern County |
| 50150 | GOOSE GAP RD | 1.1770 | 1.2050 | 0.0280 | DNP | | | 09 | BST7 | Eastern County |
| 50150 | GOOSE GAP RD | 1.2050 | 1.3110 | 0.1060 | LNP | | | 09 | BST7 | Eastern County |
| 16200 | GWINN RD | 0.0170 | 0.4140 | 0.3970 | SK | C4 | | 09 | BST7 | Western County |

Master Road List

| Road Number | Road Name | BMP | EMP | Total Miles | Center | Edge | Lane | FFC | BST Area | Maintenance Area |
|-------------|-------------|---------|---------|-------------|--------|------|------|-----|----------|------------------|
| 16200 | GWINN RD | 0.4140 | 0.5710 | 0.1570 | RNP | C4 | | 09 | BST7 | Western County |
| 16200 | GWINN RD | 0.5710 | 0.6950 | 0.1240 | DNP | C4 | | 09 | BST7 | Western County |
| 16200 | GWINN RD | 0.6950 | 0.8160 | 0.1210 | LNP | C4 | | 09 | BST7 | Western County |
| 16200 | GWINN RD | 0.8160 | 1.1510 | 0.3350 | SK | C4 | | 09 | BST7 | Western County |
| 16200 | GWINN RD | 1.1510 | 1.2260 | 0.0750 | RNP | C4 | | 09 | BST7 | Western County |
| 16200 | GWINN RD | 1.2260 | 1.6040 | 0.3780 | SK | C4 | | 09 | BST7 | Western County |
| 16200 | GWINN RD | 1.6040 | 1.7080 | 0.1040 | RNP | C4 | | 09 | BST7 | Western County |
| 16200 | GWINN RD | 1.7080 | 1.7330 | 0.0250 | DNP | C4 | | 09 | BST7 | Western County |
| 16200 | GWINN RD | 1.7330 | 1.7980 | 0.0650 | LNP | C4 | | 09 | BST7 | Western County |
| 16200 | GWINN RD | 1.7980 | 1.9050 | 0.1070 | DNP | C4 | | 09 | BST7 | Western County |
| 16200 | GWINN RD | 1.9050 | 2.0380 | 0.1330 | DNP | | | 09 | BST7 | Western County |
| 11200 | KENT RD | 0.6550 | 0.8030 | 0.1480 | DNP | | | 09 | BST7 | Western County |
| 40100 | M McNARY RD | 0.0000 | 0.4520 | 0.4520 | SK | | | 09 | BST7 | Eastern County |
| 40100 | M McNARY RD | 0.4520 | 1.5210 | 1.0690 | DNP | | | 09 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 0.0000 | 0.1440 | 0.1440 | SK | | | 09 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 0.1590 | 0.2650 | 0.1060 | DNP | C4 | | 07 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 0.2780 | 0.3130 | 0.0350 | DNP | C4 | | 07 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 0.3130 | 0.8270 | 0.5140 | DNP | C4 | | 07 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 0.8290 | 0.9410 | 0.1120 | DNP | C4 | | 07 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 0.9410 | 1.0250 | 0.0840 | SK | C4 | | 07 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 1.0250 | 1.2370 | 0.2120 | RNP | C4 | | 07 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 1.2370 | 1.3280 | 0.0910 | LNP | C4 | | 07 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 1.3280 | 1.9400 | 0.6120 | SK | C4 | | 07 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 1.9400 | 2.0740 | 0.1340 | RNP | C4 | | 07 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 2.0740 | 2.2320 | 0.1580 | DNP | C4 | | 07 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 2.2320 | 2.4960 | 0.2640 | LNP | C4 | | 07 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 2.4960 | 2.8150 | 0.3190 | SK | C4 | | 07 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 2.8150 | 3.0750 | 0.2600 | RNP | C4 | | 07 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 3.0750 | 3.1820 | 0.1070 | SK | C4 | | 07 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 3.1820 | 3.3300 | 0.1480 | LNP | C4 | | 07 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 3.3300 | 3.6240 | 0.2940 | SK | C4 | | 07 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 3.6240 | 3.8280 | 0.2040 | RNP | C4 | | 07 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 3.8280 | 3.8780 | 0.0500 | DNP | C4 | | 07 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 3.8780 | 4.0930 | 0.2150 | LNP | C4 | | 07 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 4.0930 | 4.2000 | 0.1070 | SK | C4 | | 07 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 4.2000 | 4.4340 | 0.2340 | RNP | C4 | | 07 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 4.4340 | 4.6150 | 0.1810 | DNP | C4 | | 07 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 4.6150 | 4.8700 | 0.2550 | LNP | C4 | | 07 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 4.8700 | 9.7850 | 4.9150 | SK | C4 | | 07 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 9.7990 | 9.9800 | 0.1810 | RNP | C4 | | 07 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 9.9800 | 10.1000 | 0.1200 | LNP | C4 | | 07 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 10.1000 | 10.6880 | 0.5880 | SK | C4 | | 07 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 10.6880 | 10.8080 | 0.1200 | RNP | C4 | | 07 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 10.8260 | 10.8710 | 0.0450 | RNP | C4 | | 07 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 10.8710 | 10.8990 | 0.0280 | DNP | C4 | | 07 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 10.8990 | 10.9820 | 0.0830 | LNP | C4 | | 07 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 10.9820 | 11.3160 | 0.3340 | SK | C4 | | 07 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 11.3160 | 11.4920 | 0.1760 | RNP | C4 | | 07 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 11.4920 | 11.6090 | 0.1170 | DNP | C4 | | 07 | BST7 | Eastern County |

Master Road List

| Road Number | Road Name | BMP | EMP | Total Miles | Center | Edge | Lane | FFC | BST Area | Maintenance Area |
|-------------|-------------|---------|---------|-------------|--------|------|------|-----|----------|------------------|
| 11050 | PLYMOUTH RD | 11.6090 | 11.7520 | 0.1430 | LNP | C4 | | 07 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 11.7520 | 11.8410 | 0.0890 | SK | C4 | | 07 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 11.8580 | 12.0590 | 0.2010 | RNP | C4 | | 07 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 12.0590 | 12.0760 | 0.0170 | DNP | C4 | | 07 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 12.0760 | 12.2000 | 0.1240 | LNP | C4 | | 07 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 12.2000 | 12.3830 | 0.1830 | SK | C4 | | 07 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 12.3830 | 12.5060 | 0.1230 | RNP | C4 | | 07 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 12.5060 | 12.6460 | 0.1400 | DNP | C4 | | 07 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 12.6460 | 12.8740 | 0.2280 | LNP | C4 | | 07 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 12.8890 | 12.9530 | 0.0640 | SK | C4 | | 07 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 12.9530 | 13.1200 | 0.1670 | RNP | C4 | | 07 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 13.1200 | 13.2510 | 0.1310 | DNP | C4 | | 07 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 13.2510 | 13.3590 | 0.1080 | LNP | C4 | | 07 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 13.3590 | 13.5380 | 0.1790 | SK | C4 | | 07 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 13.5380 | 13.7100 | 0.1720 | RNP | C4 | | 07 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 13.7100 | 13.7990 | 0.0890 | DNP | C4 | | 07 | BST7 | Eastern County |
| 11050 | PLYMOUTH RD | 13.7990 | 13.9170 | 0.1180 | LNP | C4 | | 07 | BST7 | Eastern County |
| 50180 | REATA RD | 0.0060 | 0.0090 | 0.0030 | DNP | | | 19 | BST7 | Eastern County |
| 50180 | REATA RD | 0.0090 | 0.3340 | 0.3250 | DNP | C4 | | 19 | BST7 | Eastern County |
| 50180 | REATA RD | 0.3470 | 0.4920 | 0.1450 | DNP | C4 | | 19 | BST7 | Eastern County |
| 50180 | REATA RD | 0.5060 | 0.6320 | 0.1260 | DNP | C4 | | 19 | BST7 | Eastern County |
| 50180 | REATA RD | 0.6420 | 0.8720 | 0.2300 | DNP | C4 | | 19 | BST7 | Eastern County |
| 50180 | REATA RD | 0.8820 | 0.9370 | 0.0550 | DNP | C4 | | 19 | BST7 | Eastern County |
| 50180 | REATA RD | 0.9490 | 1.2460 | 0.2970 | DNP | C4 | | 19 | BST7 | Eastern County |
| 50180 | REATA RD | 1.2460 | 1.4190 | 0.1730 | LNP | C4 | | 19 | BST7 | Eastern County |
| 50180 | REATA RD | 1.4190 | 2.1010 | 0.6820 | SK | C4 | | 19 | BST7 | Eastern County |
| 11020 | SELLARDS RD | 12.1100 | 12.2000 | 0.0900 | DNP | C4 | | 07 | BST7 | Eastern County |
| 11020 | SELLARDS RD | 12.2000 | 14.3800 | 2.1800 | SK | C4 | | 07 | BST7 | Eastern County |
| 11020 | SELLARDS RD | 14.3800 | 14.5060 | 0.1260 | RNP | C4 | | 07 | BST7 | Eastern County |
| 11020 | SELLARDS RD | 14.5000 | 14.9400 | 0.4400 | RNP | C4 | | 07 | BST7 | Eastern County |
| 11020 | SELLARDS RD | 14.9400 | 14.9700 | 0.0300 | RNP | C4 | | 07 | BST7 | Eastern County |
| 11020 | SELLARDS RD | 14.9700 | 15.1300 | 0.1600 | SK | C4 | | 07 | BST7 | Eastern County |
| 11020 | SELLARDS RD | 15.1450 | 16.1390 | 0.9940 | SK | C4 | | 07 | BST7 | Eastern County |
| 11020 | SELLARDS RD | 16.1520 | 17.1580 | 1.0060 | SK | C4 | | 07 | BST7 | Eastern County |
| 11020 | SELLARDS RD | 17.1710 | 18.4810 | 1.3100 | SK | C4 | | 07 | BST7 | Eastern County |
| 11020 | SELLARDS RD | 18.4810 | 18.6010 | 0.1200 | RNP | C4 | | 07 | BST7 | Eastern County |
| 11020 | SELLARDS RD | 18.6010 | 18.8160 | 0.2150 | LNP | C4 | | 07 | BST7 | Eastern County |
| 11020 | SELLARDS RD | 18.8160 | 19.6170 | 0.8010 | SK | C4 | | 07 | BST7 | Eastern County |
| 11020 | SELLARDS RD | 19.1850 | 19.9440 | 0.7590 | SK | C4 | | 07 | BST7 | Eastern County |
| 11020 | SELLARDS RD | 19.9440 | 20.0410 | 0.0970 | RNP | C4 | | 07 | BST7 | Eastern County |
| 11020 | SELLARDS RD | 20.0410 | 20.1340 | 0.0930 | DNP | C4 | | 07 | BST7 | Eastern County |
| 11020 | SELLARDS RD | 20.1340 | 20.2310 | 0.0970 | LNP | C4 | | 07 | BST7 | Eastern County |
| 11020 | SELLARDS RD | 20.2310 | 21.1960 | 0.9650 | SK | C4 | | 07 | BST7 | Eastern County |
| 11020 | SELLARDS RD | 21.1960 | 21.3540 | 0.1580 | LNP | C4 | | 07 | BST7 | Eastern County |
| 11020 | SELLARDS RD | 21.3540 | 21.8730 | 0.5190 | SK | C4 | | 07 | BST7 | Eastern County |
| 11020 | SELLARDS RD | 21.8730 | 22.0160 | 0.1430 | RNP | C4 | | 07 | BST7 | Eastern County |
| 11020 | SELLARDS RD | 22.0160 | 22.0640 | 0.0480 | DNP | C4 | | 07 | BST7 | Eastern County |
| 11020 | SELLARDS RD | 22.0640 | 22.2270 | 0.1630 | LNP | C4 | | 07 | BST7 | Eastern County |
| 11020 | SELLARDS RD | 22.2380 | 22.5350 | 0.2970 | SK | C4 | | 07 | BST7 | Eastern County |

Master Road List

| Road Number | Road Name | BMP | EMP | Total Miles | Center | Edge | Lane | FFC | BST Area | Maintenance Area |
|-------------|-------------|---------|---------|-------------|--------|------|------|-----|----------|------------------|
| 11020 | SELLARDS RD | 22.5350 | 22.5950 | 0.0600 | LNP | C4 | | 07 | BST7 | Eastern County |
| 11020 | SELLARDS RD | 22.5950 | 22.7600 | 0.1650 | DNP | C4 | | 07 | BST7 | Eastern County |
| 11020 | SELLARDS RD | 22.7600 | 22.8200 | 0.0600 | RNP | C4 | | 07 | BST7 | Eastern County |
| 11020 | SELLARDS RD | 22.8200 | 22.9460 | 0.1260 | SK | C4 | | 07 | BST7 | Eastern County |
| 11020 | SELLARDS RD | 22.9460 | 23.1320 | 0.1860 | LNP | C4 | | 07 | BST7 | Eastern County |
| 11020 | SELLARDS RD | 23.1320 | 23.1730 | 0.0410 | DNP | C4 | | 07 | BST7 | Eastern County |
| 11190 | TRAVIS RD | 0.0100 | 0.0510 | 0.0410 | RNP | | | 08 | BST7 | Eastern County |
| 11190 | TRAVIS RD | 0.0510 | 0.1750 | 0.1240 | LNP | | | 08 | BST7 | Eastern County |
| 11190 | TRAVIS RD | 0.1750 | 0.3330 | 0.1580 | SK | | | 08 | BST7 | Eastern County |
| 11190 | TRAVIS RD | 0.3330 | 0.4680 | 0.1350 | RNP | | | 08 | BST7 | Eastern County |
| 11190 | TRAVIS RD | 0.4680 | 0.6060 | 0.1380 | LNP | | | 08 | BST7 | Eastern County |
| 11190 | TRAVIS RD | 0.6060 | 1.0130 | 0.4070 | SK | | | 08 | BST7 | Eastern County |
| 11190 | TRAVIS RD | 1.0130 | 1.0300 | 0.0170 | DNP | | | 08 | BST7 | Eastern County |
| 11190 | TRAVIS RD | 1.0440 | 1.1390 | 0.0950 | DNP | | | 08 | BST7 | Eastern County |
| 11190 | TRAVIS RD | 1.1390 | 1.1920 | 0.0530 | LNP | | | 08 | BST7 | Eastern County |
| 11190 | TRAVIS RD | 1.1920 | 1.5280 | 0.3360 | SK | | | 08 | BST7 | Eastern County |
| 11190 | TRAVIS RD | 1.5280 | 1.6120 | 0.0840 | RNP | | | 08 | BST7 | Eastern County |
| 11190 | TRAVIS RD | 1.6120 | 1.6670 | 0.0550 | DNP | | | 08 | BST7 | Eastern County |
| 11190 | TRAVIS RD | 1.6670 | 1.7470 | 0.0800 | LNP | | | 08 | BST7 | Eastern County |
| 11190 | TRAVIS RD | 1.7470 | 2.6100 | 0.8630 | SK | | | 08 | BST7 | Eastern County |
| 11190 | TRAVIS RD | 2.6100 | 2.7510 | 0.1410 | RNP | | | 08 | BST7 | Eastern County |
| 11190 | TRAVIS RD | 2.7510 | 2.8830 | 0.1320 | LNP | | | 08 | BST7 | Eastern County |
| 11190 | TRAVIS RD | 2.8830 | 3.3490 | 0.4660 | SK | | | 08 | BST7 | Eastern County |
| 11190 | TRAVIS RD | 3.3490 | 3.5160 | 0.1670 | RNP | | | 08 | BST7 | Eastern County |
| 11190 | TRAVIS RD | 3.5160 | 3.5780 | 0.0620 | DNP | | | 08 | BST7 | Eastern County |
| 11190 | TRAVIS RD | 3.5780 | 3.7540 | 0.1760 | LNP | | | 08 | BST7 | Eastern County |
| 11190 | TRAVIS RD | 3.7540 | 4.1610 | 0.4070 | SK | | | 08 | BST7 | Eastern County |
| 11190 | TRAVIS RD | 4.1610 | 4.3580 | 0.1970 | RNP | | | 08 | BST7 | Eastern County |
| 11190 | TRAVIS RD | 4.3580 | 4.4080 | 0.0500 | DNP | | | 08 | BST7 | Eastern County |
| 11190 | TRAVIS RD | 4.4080 | 4.5180 | 0.1100 | LNP | | | 08 | BST7 | Eastern County |
| 11190 | TRAVIS RD | 4.5180 | 5.0770 | 0.5590 | SK | | | 08 | BST7 | Eastern County |
| 11190 | TRAVIS RD | 5.1010 | 5.1060 | 0.0050 | LNP | | | 07 | BST7 | Eastern County |
| 11190 | TRAVIS RD | 5.1060 | 5.2940 | 0.1880 | LNP | C4 | | 07 | BST7 | Eastern County |
| 11190 | TRAVIS RD | 5.2940 | 5.5030 | 0.2090 | SK | C4 | | 07 | BST7 | Eastern County |
| 11190 | TRAVIS RD | 5.5030 | 5.7700 | 0.2670 | RNP | C4 | | 07 | BST7 | Eastern County |
| 11190 | TRAVIS RD | 5.7700 | 5.9890 | 0.2190 | SK | C4 | | 07 | BST7 | Eastern County |
| 11190 | TRAVIS RD | 5.9890 | 5.9920 | 0.0030 | SK | C4 | | 07 | BST7 | Eastern County |
| 11190 | TRAVIS RD | 6.0120 | 6.3380 | 0.3260 | SK | C4 | | 07 | BST7 | Eastern County |
| 11190 | TRAVIS RD | 6.3380 | 6.5050 | 0.1670 | LNP | C4 | | 07 | BST7 | Eastern County |
| 11190 | TRAVIS RD | 6.5050 | 6.6510 | 0.1460 | DNP | C4 | | 07 | BST7 | Eastern County |
| 11190 | TRAVIS RD | 6.6510 | 6.8080 | 0.1570 | RNP | C4 | | 07 | BST7 | Eastern County |
| 11190 | TRAVIS RD | 6.8080 | 6.8100 | 0.0020 | DNP | C4 | | 07 | BST7 | Eastern County |
| 11190 | TRAVIS RD | 6.8100 | 7.0000 | 0.1900 | LNP | C4 | | 07 | BST7 | Eastern County |
| 11190 | TRAVIS RD | 7.0240 | 7.1840 | 0.1600 | LNP | C4 | | 07 | BST7 | Eastern County |
| 11190 | TRAVIS RD | 7.1840 | 7.8120 | 0.6280 | SK | C4 | | 07 | BST7 | Eastern County |
| 11190 | TRAVIS RD | 7.8120 | 7.9560 | 0.1440 | RNP | C4 | | 07 | BST7 | Eastern County |
| 11190 | TRAVIS RD | 7.9560 | 8.0210 | 0.0650 | DNP | C4 | | 07 | BST7 | Eastern County |
| 11190 | TRAVIS RD | 8.0420 | 8.4430 | 0.4010 | DNP | C4 | | 07 | BST7 | Eastern County |
| 11190 | TRAVIS RD | 8.4500 | 8.6110 | 0.1610 | DNP | C4 | | 07 | BST7 | Eastern County |

Master Road List

| Road Number | Road Name | BMP | EMP | Total Miles | Center | Edge | Lane | FFC | BST Area | Maintenance Area |
|-------------|------------------|--------|--------|-------------|--------|------|------|-----|----------|------------------|
| 11180 | WEBBER CANYON RD | 0.0040 | 0.3220 | 0.3180 | DNP | C4 | | 07 | BST7 | Eastern County |
| 11180 | WEBBER CANYON RD | 0.3220 | 0.4310 | 0.1090 | LNP | C4 | | 07 | BST7 | Eastern County |
| 11180 | WEBBER CANYON RD | 0.4310 | 0.5340 | 0.1030 | SK | C4 | | 07 | BST7 | Eastern County |
| 11180 | WEBBER CANYON RD | 0.5340 | 0.6450 | 0.1110 | RNP | C4 | | 07 | BST7 | Eastern County |
| 11180 | WEBBER CANYON RD | 0.6450 | 1.1450 | 0.5000 | DNP | C4 | | 07 | BST7 | Eastern County |
| 11180 | WEBBER CANYON RD | 1.1450 | 1.2210 | 0.0760 | LNP | C4 | | 07 | BST7 | Eastern County |
| 11180 | WEBBER CANYON RD | 1.2210 | 1.4950 | 0.2740 | SK | C4 | | 07 | BST7 | Eastern County |
| 11180 | WEBBER CANYON RD | 1.4950 | 1.6520 | 0.1570 | RNP | C4 | | 07 | BST7 | Eastern County |
| 11180 | WEBBER CANYON RD | 1.6520 | 2.7240 | 1.0720 | DNP | C4 | | 07 | BST7 | Eastern County |
| 11180 | WEBBER CANYON RD | 2.7240 | 3.1090 | 0.3850 | RNP | C4 | | 07 | BST7 | Eastern County |
| 11180 | WEBBER CANYON RD | 3.1090 | 4.0500 | 0.9410 | DNP | C4 | | 07 | BST7 | Eastern County |
| 11180 | WEBBER CANYON RD | 4.0500 | 4.0930 | 0.0430 | RNP | C4 | | 07 | BST7 | Eastern County |
| 11180 | WEBBER CANYON RD | 4.0930 | 4.4520 | 0.3590 | SK | C4 | | 07 | BST7 | Eastern County |
| 11180 | WEBBER CANYON RD | 4.4520 | 4.7720 | 0.3200 | RNP | C4 | | 07 | BST7 | Eastern County |
| 11180 | WEBBER CANYON RD | 4.7720 | 4.9310 | 0.1590 | DNP | C4 | | 07 | BST7 | Eastern County |
| 11180 | WEBBER CANYON RD | 4.9470 | 5.6900 | 0.7430 | SK | C4 | | 07 | BST7 | Eastern County |
| 11180 | WEBBER CANYON RD | 5.6900 | 5.8310 | 0.1410 | RNP | C4 | | 07 | BST7 | Eastern County |
| 11180 | WEBBER CANYON RD | 5.8310 | 6.2030 | 0.3720 | DNP | C4 | | 07 | BST7 | Eastern County |
| 11180 | WEBBER CANYON RD | 6.2130 | 6.2930 | 0.0800 | DNP | C4 | | 07 | BST7 | Eastern County |
| 11180 | WEBBER CANYON RD | 6.3080 | 6.3250 | 0.0170 | DNP | C4 | | 07 | BST7 | Eastern County |
| 55450 | WISER LOOP | 0.0070 | 0.0270 | 0.0200 | DNP | | C8 | 19 | BST7 | Eastern County |
| 55450 | WISER LOOP | 0.0270 | 0.0460 | 0.0190 | DNP | | | 19 | BST7 | Eastern County |
| 55450 | WISER LOOP | 0.0460 | 0.1330 | 0.0870 | TWL | | | 19 | BST7 | Eastern County |
| 55450 | WISER LOOP | 0.1460 | 0.1650 | 0.0190 | DNP | | C8 | 19 | BST7 | Eastern County |
| 55450 | WISER LOOP | 0.1650 | 0.1700 | 0.0050 | DNP | | | 19 | BST7 | Eastern County |
| 55450 | WISER LOOP | 0.1700 | 0.2340 | 0.0640 | TWL | | | 19 | BST7 | Eastern County |
| 55450 | WISER LOOP | 0.2340 | 0.2530 | 0.0190 | DNP | | | 19 | BST7 | Eastern County |
| 55450 | WISER LOOP | 0.2531 | 0.2720 | 0.0189 | DNP | | C8 | 19 | BST7 | Eastern County |
| 55430 | WISER PARKWAY | 0.0090 | 0.4980 | 0.4890 | SK | C4 | | 19 | BST7 | Eastern County |
| 55430 | WISER PARKWAY | 0.4980 | 0.5320 | 0.0340 | TWL | C4 | | 19 | BST7 | Eastern County |
| 55430 | WISER PARKWAY | 0.5460 | 0.5680 | 0.0220 | DNP | C4 | C8 | 19 | BST7 | Eastern County |
| 55430 | WISER PARKWAY | 0.5680 | 0.5830 | 0.0150 | DNP | C4 | | 19 | BST7 | Eastern County |
| 55430 | WISER PARKWAY | 0.5830 | 0.6840 | 0.1010 | TWL | C4 | | 19 | BST7 | Eastern County |
| 55430 | WISER PARKWAY | 0.6960 | 0.7160 | 0.0200 | DNP | C4 | C8 | 19 | BST7 | Eastern County |
| 55430 | WISER PARKWAY | 0.7160 | 0.8220 | 0.1060 | DNP | C4 | | 19 | BST7 | Eastern County |

APPENDIX C

BST AREAS

For Construction of:

2022 Pavement Marking

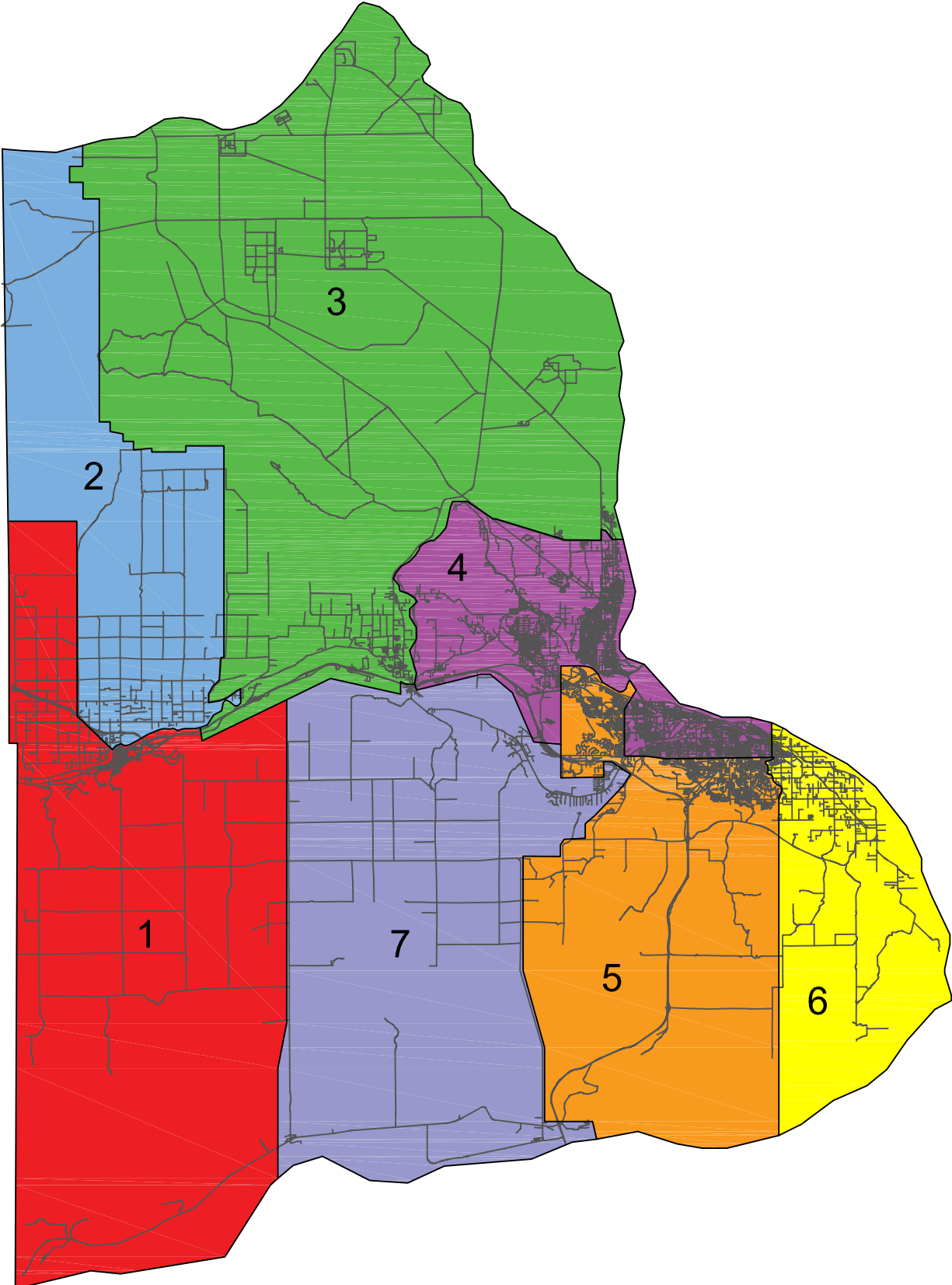
C.E. 2134 SMP

PUBLIC WORKS
DEPARTMENT

Bid No. CB 22-13



BENTON COUNTY BST AREAS





PROPOSAL FOR BIDDING PURPOSES

For Construction of:

2022 PAVEMENT MARKING

County Wide

C.E. 2134 SMP

PUBLIC WORKS
DEPARTMENT



Bid No: 22-13

P R O P O S A L
(Cont.)

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 statements are true and correct:

1. 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.

PROPOSAL
(Cont.)

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.

PROPOSAL MUST BE SIGNED

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)

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.

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 2134 SMP – 2022 Pavement Marking

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)



CONTRACT

INFORMATION FOR THE CONTRACTOR THAT IS
AWARDED THE CONTRACT

For Construction of:

2022 PAVEMENT MARKING

County Wide
C.E. 2134 SMP

PUBLIC WORKS
DEPARTMENT

Bid No: 22-13



CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2022, between the COUNTY OF BENTON, STATE OF WASHINGTON, (hereinafter "the County") acting through the Board of County Commissioners, under and by virtue of Title 36 RCW 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 2134 SMP – 2022 Pavement Marking," and as described in and in accordance with the State of Washington 2022 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 Contractor's 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.

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:

COUNTY OF BENTON

Chairman, Board of Commissioners

Attest: _____
Clerk of the Board

Date: _____

APPROVED AS TO FORM:

Benton County Deputy Prosecuting Attorney

Date: _____

SAMPLE

COMMISSIONERS' AGENDA ACTION SHEET

| | | |
|--|---|--|
| Meeting Date: | September 20, 2022 | |
| Subject: | Approving Detour Agreement Form for Utility Encroachment Permit 2022-1040 | |
| Presenter: | N/A | |
| Prepared By: | Ryan Skeen, | |
| Reviewed By: | Matt Mahoney, Operations Manager | |
| PA Review, Approval to Form: | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If no, include reasoning for no approval) | |
| Type of Agenda Item: | Type of Action Needed: (Multiple boxes can be checked, if necessary) | |
| <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business | <input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract | |

Summary / Background Information

The proposed permit was submitted to Benton County Public Works by the homeowner of 69502 E Ridge Rd. The homeowner is requesting to hook up to the City of West Richland sewer line which runs down Ridge Rd. There is not adequate roadway or right of way to facilitate a sewer hookup while being in compliance with the MUTCD federal guidelines. Due to the circumstances the landowner requested to temporarily detour traffic through his property while installing the sewer hookup.

The proposed agreement will allow the landowner to detour traffic through his property while he is installing the hookup while providing indemnification to the County for the detour.

Fiscal Impact

None

Recommendation

Approve attached Resolution initiating the Detour Agreement Form for utility encroachment permit 2022-1040.

Suggested Motion

Approve as part of the consent agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

APPROVAL OF DETOUR AGREEMENT FORM FOR UTILITY ENCROACHMENT PERMIT 2022-1040

WHEREAS, the owner of 69502 E Ridge Rd has submitted a request to hook up the City of West Richland sewer line; and

WHEREAS, E Ridge Rd dead ends and the county road and right of way are not of adequate width to allow for a single lane closure; and

WHEREAS, the owner of 69502 E Ridge Rd requested that traffic be temporarily detoured through his property to maintain access to the other landowners on E Ridge Rd during the construction of the sewer line hookup; and

WHEREAS, A Benton County Detour Agreement was created by the Prosecuting Attorney’s Office to facilitate the circumstance in question; **NOW, THEREFORE,**

BE IT RESOLVED that the Detour Agreement for Utility Encroachment Permit be approved and that the Chairman is authorized to sign said agreement.

Dated this 20th day of September 2022.

Chairman

Chairman Pro-Tern

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Originals: Public Works, C. Woods
Copy: Public Works, C. Woods

R. Skeen

DETOUR AGREEMENT

THIS AGREEMENT is made and entered into by and between BENTON COUNTY a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Dallas DeCorte an individual residing at 213 S. Fillmore St. (hereinafter "Grantee").
Kennelwick, WA 99336

WHEREAS Grantee seeks to install a piping for water and sewer services under Ridge Rd the construction of which will require Ridge Rd to be temporarily closed until installation is complete and the road surface is restored; and

WHEREAS multiple landowners depend on the use of Ridge Rd to access their properties, thus requiring the construction of a detour; and

WHEREAS the county road right-of-way is too narrow for the necessary traffic detour to be constructed entirely on that right-of-way; and

WHEREAS Grantee wishes for the detour to be placed along his private property so that installation of the piping can proceed;

NOW THEREFORE it is mutually agreed as follows:

1. The County will permit Grantee to install piping for water and sewer services under Ridge Rd and the road right-of-way in the location specified in the attached Exhibit A. The Grantee's work may involve breaking the surface of the roadway, if necessary.
2. Grantee shall be responsible for conducting the work on the road, the road right-of-way, and the Detour, and shall be required to restore the road and road right-of-way to their original condition. All work done by the Grantee pursuant to this Agreement shall be done in a thorough and workmanlike manner, and shall be conducted in a manner that will interfere as little as possible with the public use and travel upon the road.
3. The Grantee agrees to complete work on the road, the road right-of-way, and the Detour, within 30 days after work begins, including work to restore the road and road right-of-way to its previous condition.
4. Before work on the road begins, Grantee and a representative of the County will meet to make a Joint Condition Inspection of the roadway surface on which work is to be constructed. The Grantee and the County will make a report of the condition of the road and associated right-of-way, and may include in that report photographs showing conditions as they existed prior to work being performed.
5. The Grantee's work pursuant to this Agreement will not begin until after completion of a Joint Condition Inspection, and after the County Engineer has given the Grantee written permission to begin work. The County Engineer may condition permission to begin work

on the County Engineer's approval of the Grantee's construction plan, including the planned work on the road, the road right-of-way, and the Detour.

6. The Grantee agrees to restore the road and road right-of-way to the same condition, to the satisfaction of the County Engineer, as it was in prior to Grantee's work as shown in the Joint Condition Inspection report.
7. Grantee will provide the County a temporary Detour on the Grantee's property to permit vehicle and foot traffic by members of the public along the Detour until, in the sole judgment of the County Engineer, work has been completed and Ridge Road is ready to accept ordinary traffic. The location of the Detour is shown on the attached Exhibit A.
8. The Grantee agrees to construct the Detour to a plan and in a manner satisfactory to the County Engineer.
9. The Grantee is responsible for learning the location of and avoiding interfering with any utilities in the road or road right-of-way.
10. The Grantee shall assume sole liability for any injury to person or property which occurs by reason of any trenches, ditches, or tunnels dug or maintained by the Grantee.
11. Grantee will be responsible for the costs of performing the work on the road, the road right-of-way, and the Detour, as well as for the cost of restoring the road and right-of-way to its original condition. Grantee will also reimburse the County for the cost of any signage or other expenses (if any) incurred by the County as the result of the Grantee's work on the road and road right-of-way. Any unpaid reimbursable costs will be subject to interest at a rate of 12% per annum if not paid within 30 days of the Grantee being sent a written invoice by the County.
12. The Grantee covenants, agrees and promises that it shall fully indemnify Benton County from any and all liability, loss, injury, damage, costs, charges, or expenses of any kind by reason of any acts, actions, omissions, defaults, or neglect of the Grantee in the Grantee's planning, maintenance, work, or construction in Ridge Road, the associated road right-of-way, or the Detour.

The Grantee further covenants, agrees and promises that, in the event that any claim, suit, or cause of action shall be brought against Benton County by reason of any act, action, omission, defaults, or neglect of the Grantee in the planning, maintenance, work, or construction in Ridge Road, the associated road right-of-way, or the Detour, the Grantee shall, at its own cost and expense, defend any such claim, suit or cause of action, and shall pay any and all costs, charges, attorneys' fees, and other expenses therein, and any and all judgments that may be incurred by or obtained against Benton County in any such claim, suit, or cause of action.

13. The term of this Agreement is from the date of the County's signature until 12/1/2022, unless terminated earlier. Either party may terminate this agreement upon 30 days' notice. The Grantee's obligations under this Agreement, including but not limited to the obligations to restore the road and road right-of-way to its original condition at the Grantee's expense, to pay all cost and expenses, to provide the traffic Detour until Ridge Rd is ready to accept ordinary public traffic in the judgment of the County Engineer, and to defend and indemnify the County, shall survive termination or expiration of this Agreement.
14. Any judicial proceeding arising out of this Agreement shall be governed by the laws of the State of Washington, and suit by be instituted and maintained only in the courts of competent jurisdiction in Benton County, Washington.
15. This Agreement may only be changed or amended by a written agreement signed by the parties' authorized representatives. Any waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition, or of any other prior or subsequent breach.

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.

GRANTEE

Dan DeCar
Signature

Dallas DeCoria
Print Name

7/22/2022
Date

COUNTY OF BENTON

Chairman, Board of Commissioners

Attest: _____
Clerk to the Board

Date

APPROVED AS TO FORM:

Mully
Reid Hay, Deputy Prosecuting Attorney

July 28, 2022
Date

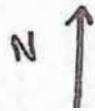
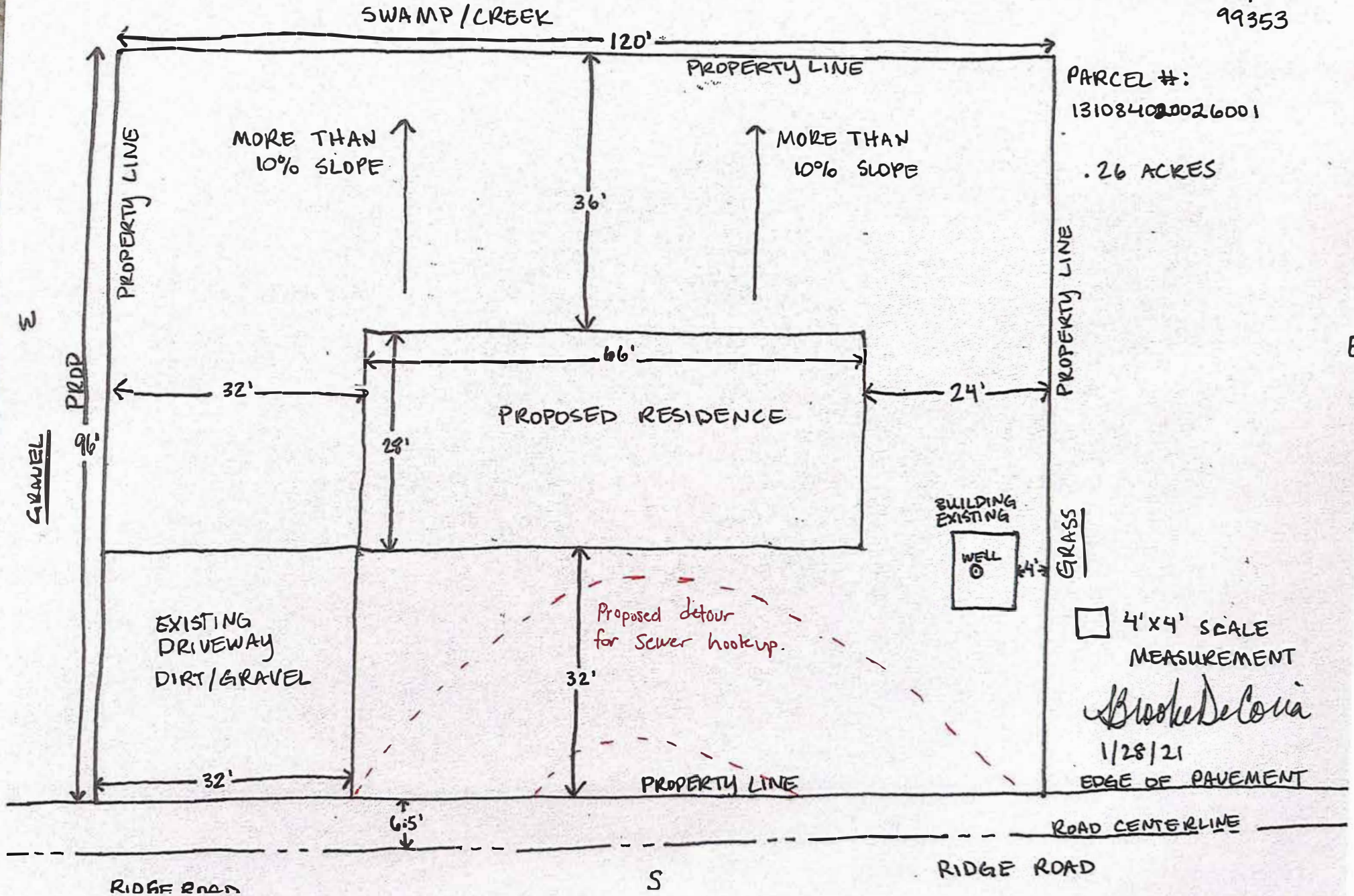


Exhibit A

SITE PLAN FOR:
69502 RIDGE ROAD
WEST RICHLAND, WA
99353

PARCEL #:
131084020026001

.26 ACRES



□ 4'x4' SCALE MEASUREMENT

Brooke DeCora

1/28/21

EDGE OF PAVEMENT

COMMISSIONERS' AGENDA ACTION SHEET

| | | |
|--|--|--|
| Meeting Date: | September 20, 2022 | |
| Subject: | Purchase of surveying equipment from Kuker Ranken, Inc. utilizing State Contract No. 02918 | |
| Presenter: | | |
| Prepared By: | D. Hope | |
| Reviewed By: | Robert Blain | |
| PA Review, Approval to Form: | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If no, include reasoning for no approval) | |
| Type of Agenda Item: | Type of Action Needed: | |
| <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business | <input type="checkbox"/> Discussion Only (1 st) <input type="checkbox"/> Pass Motion <input type="checkbox"/> Discussion Only (2 nd) <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Decision/Direction <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Sign Letter/Document <input checked="" type="checkbox"/> Execute Contract | |

Summary / Background Information

The Benton County Public Works Department needs to purchase surveying equipment for use by the Road Department. Surveying equipment can be purchased utilizing the Washington State Master Contract Usage Agreement-Contract No. 02918 from Kuker Ranken, Inc. of Mountlake Terrace Washington.

Fiscal Impact

Amount: Not to exceed \$73,848.41 excluding WSST

Fund: Road Fund (0101-101)

Recommendation

The County Engineer recommends authorizing the purchase of survey equipment from Kuker Ranken, Inc. utilizing Washington State Contract No. 02918 at or below the current state contract rate, in an amount not to exceed \$73,848.41 excluding WSST.

Suggested Motion

Approve the resolution as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE PURCHASE OF SURVEY EQUIPMENT UTILIZING THE WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES MASTER CONTRACT USAGE AGREEMENT-CONTRACT NO. 02918 FROM KUKER RANKEN, INC., OF MOUNTLAKE TERRACE, WASHINGTON

WHEREAS, the Benton County Public Works Department needs to purchase survey equipment for use by the Road Department; and

WHEREAS, survey equipment is listed on Contract 02918 and is available from Kuker Ranken, Inc., Mountlake Terrace, Washington; and

WHEREAS, the County Engineer recommends the approval of the purchase of survey equipment utilizing the Master Contract Usage Agreement-Contract No. 02918; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of County Commissioners concurs with the recommendation of the County Engineer and authorizes the Public Works Department to purchase survey equipment from Kuker Ranken, Inc., Mountlake Terrace, Washington utilizing the Washington State Master Contract Usage Agreement-Contract No. 02918 at or below the current state contract rate in an amount not to exceed \$73,848.41 excluding WSST.

Dated this 20th day of September 2022.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board


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

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

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

Vendor Name (Print): Robert Mitchell Title: Survey Consultant Date: 9/12/2022

DocuSigned by:

Vendor Signature: 
172B3C6F40DB4D9...

Chairman
Benton County
Board of Commissioners: _____ Date: _____
Jerome Delvin, Member

Member
Benton County
Board of Commissioners: _____ Date: _____
Shon Small, Chairman

Member
Benton County
Board of Commissioners: _____ Date: _____
Will McKay, Chairman Pro-Tem

**EXHIBIT A**

September 7, 2022



Shane
Benton County

For Survey and Mapping Equipment & Supplies

I am pleased to provide you with this quote. If you have any questions please feel free to contact myself or Bob Lycke.

For Survey and Mapping Equipment & Supplies

State Contract # 02918

| Description | Description | Qty | Unit Price (USD) | Price Total (USD) | Discount Customer | Customer Net |
|-------------------|--|-----|------------------|-------------------|-------------------|--------------|
| INSTRUMENT | | | | | | |
| 917444 | TS16 P 3" R1000, total station with PS | 1 | \$ 26,800.00 | \$ 26,800.00 | 20% | \$ 21,440.00 |
| 827646 | Leica Captivate Measure & Stakeout TS/MS | 1 | \$ 1,000.00 | \$ 1,000.00 | 10% | \$ 900.00 |
| 901400 | Dynamic Lock TS/MS | 1 | \$ 1,390.00 | \$ 1,390.00 | 10% | \$ 1,251.00 |
| 793973 | GEB222 Battery int. Li-Ion 7.2V/5800mAh | 2 | \$ 320.00 | \$ 640.00 | 10% | \$ 576.00 |
| 922840 | RH18 Radio Handle | 1 | \$ 1,470.00 | \$ 1,470.00 | 10% | \$ 1,323.00 |
| 777508 | GDF321 Tribrach PRO, w/o opt. plummet | 1 | \$ 360.00 | \$ 360.00 | 10% | \$ 324.00 |
| 6009503 | 3 yr Viva TPS (TS16) Basic CCP | 1 | \$ 1,635.00 | \$ 1,635.00 | 0% | \$ 1,635.00 |
| CONTROLLER | | | | | | |
| 876480 | CS20 LTE Disto Field Controller (US, CA) | 1 | \$ 5,800.00 | \$ 5,800.00 | 20% | \$ 4,640.00 |
| 954518 | GEB334 Battery int Li-Ion 10.8V/3450mAh | 2 | \$ 235.00 | \$ 470.00 | 10% | \$ 423.00 |
| 807157 | GHT66 Holder plate for CS20 controller | 1 | \$ 133.00 | \$ 133.00 | 10% | \$ 119.70 |

6510 216th St SW, Suite E • Mountlake Terrace, WA 98043

SEATTLE 800.454.1310 • TACOMA 888.562.3082 • PORTLAND 800.472.7007

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| | | | | | | |
|--------------------|--|---|--------------|--------------|-----|--------------|
| 767880 | GHT63 Pole clamp for attaching GHT | 1 | \$ 170.00 | \$ 170.00 | 10% | \$ 153.00 |
| 937440 | GVP743 GNSS Rover Container | 1 | \$ 161.00 | \$ 161.00 | 10% | \$ 144.90 |
| 6012455 | CS20 Software Package US | 1 | \$ 2,550.00 | \$ 2,550.00 | 10% | \$ 2,295.00 |
| 827698 | Leica Captivate Measure & Stakeout CS20 | 1 | \$ - | \$ - | 10% | \$ - |
| 827699 | Leica Captivate Measure Stake Line CS20 | 1 | \$ - | \$ - | 10% | \$ - |
| 827700 | Leica Captivate Measure Plane Grid CS20 | 1 | \$ - | \$ - | 10% | \$ - |
| 827701 | Leica Captivate Area Division CS20 | 1 | \$ - | \$ - | 10% | \$ - |
| 827702 | Leica Captivate DTM Stakeout CS20 | 1 | \$ - | \$ - | 10% | \$ - |
| 827708 | Leica Captivate TS Hidden Point CS20 | 1 | \$ - | \$ - | 10% | \$ - |
| 827709 | Leica Captivate Traverse CS20 | 1 | \$ - | \$ - | 10% | \$ - |
| 827711 | Leica Captivate Sets of Angles CS20 | 1 | \$ - | \$ - | 10% | \$ - |
| 827712 | Leica Captivate Quick Volume CS20 | 1 | \$ - | \$ - | 10% | \$ - |
| 834301 | Captivate Set Orientation CS20 | 1 | \$ - | \$ - | 10% | \$ - |
| 827703 | Leica Captivate Volume Calculation CS20 | 1 | \$ - | \$ - | 10% | \$ - |
| 834305 | Leica Captivate Auto Setup CS20 | 1 | \$ - | \$ - | 10% | \$ - |
| 850623 | Captivate ESRI Shapefile Exporter CS20 | 1 | \$ - | \$ - | 10% | \$ - |
| 6009621 | 3 yr CS20 Basic CCP | 1 | \$ 1,430.00 | \$ 1,430.00 | 0% | \$ 1,430.00 |
| GPS | | | | | | |
| 855304 | GS18 T LTE&UHF Performance NAFTA | 1 | \$ 20,400.00 | \$ 20,400.00 | 20% | \$ 16,320.00 |
| 939677 | GS18 LTE&UHF Performance NAFTA | 1 | \$ 16,200.00 | \$ 16,200.00 | 20% | \$ 12,960.00 |
| 856074 | LOP60, GS18 GLONASS option | 2 | \$ 1,070.00 | \$ 2,140.00 | 10% | \$ 1,926.00 |
| 856075 | LOP61, GS18 Galileo option | 2 | \$ 1,070.00 | \$ 2,140.00 | 10% | \$ 1,926.00 |
| 856076 | LOP62, GS18 BeiDou option | 2 | \$ 1,070.00 | \$ 2,140.00 | 10% | \$ 1,926.00 |
| 834668 | GAT27 Antenna for LTE / radio | 2 | \$ 134.00 | \$ 268.00 | 10% | \$ 241.20 |
| 849256 | GAT28 UHF Radio Antenna, 403-473MHz | 2 | \$ 62.50 | \$ 125.00 | 10% | \$ 112.50 |
| 954518 | GEB334 Battery int Li-Ion 10.8V/3450mAh | 4 | \$ 235.00 | \$ 940.00 | 10% | \$ 846.00 |
| 6003688 | 3 yr Viva GNSS (GS1X) Basic CCP | 2 | \$ 402.00 | \$ 804.00 | 10% | \$ 723.60 |
| ACCESSORIES | | | | | | |
| 767856 | MSD1000, SD memory card 1GB | 2 | \$ 215.00 | \$ 430.00 | 10% | \$ 387.00 |
| 752292 | GLS30, GNSS telescopic pole,carbon-fibre | 1 | \$ 525.00 | \$ 525.00 | 10% | \$ 472.50 |
| 667319 | GSR111 Dual-strut support for all GLS | 1 | \$ 355.00 | \$ 355.00 | 10% | \$ 319.50 |

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|--|--|--|--|---------------------|--|---------------------|
| | | | Full Cost | \$ 90,476.00 | | \$ 74,814.90 |
| | | | State Discount | \$ 15,661.10 | | |
| | | | Trade-in TS15 2 GS14 Package CS15 | \$ 6,500.00 | | |
| | | | Cost | \$ 68,314.90 | | |
| | | | Tax | \$ 5,533.51 | | |
| | | | Total | \$ 73,848.41 | | |

Full Software License Agreement:

<http://leica-geosystems.com/about-us/compliance-standards/legal-documents>

Full Standard Warranty:

<http://leica-geosystems.com/about-us/compliance-standards/legal-documents>

Regards,

Robert Mitchell, PLS
Regional Survey Consultant
Kuker-Ranken Inc.

COMMISSIONERS' AGENDA ACTION SHEET

| | | |
|--|--|--|
| Meeting Date: | September 20, 2022 | |
| Subject: | Change Order #4 with Booth and Sons Construction, Inc. for the Moderate Risk Waste Facility project | |
| Presenter: | | |
| Prepared By: | D. Hope | |
| Reviewed By: | R. Blain & Procurement | |
| PA Review, Approval to Form: | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i> | |
| Type of Agenda Item: | Type of Action Needed: | |
| <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business | <input type="checkbox"/> Discussion Only (1 st) <input type="checkbox"/> Pass Motion <input type="checkbox"/> Discussion Only (2 nd) <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Decision/Direction <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Sign Letter/Document <input checked="" type="checkbox"/> Execute Contract | |

Summary / Background Information

On January 25, 2022 the Board of County Commissioners approved Resolution 2022-079 and executed a contract with Booth and Sons Construction, Inc. for the Moderate Risk Waste Facility Project in the amount of \$1,059,700.00 excluding WSST.

On April 26, 2022 the Board of County Commissioners approved Resolution 2022-294 executing Change Order #1 with Booth and Sons Construction, Inc. for the Moderate Risk Waste Facility Project adding \$11,704.97 and 5 calendar days increasing the total contract amount to \$1,071,404.97 and 155 calendar days.

On July 26, 2022 the Board of County Commissioners approved Resolution 2022-497 executing Change Order #2 with Booth and Sons Construction, Inc. for the Moderate Risk Waste Facility Project adding \$2,544.82 and 55 calendar days increasing the total contract amount to \$1,073,949.79 and 210 calendar days.

On August 23, 2022 the Board of County Commissioners approved Resolution 2022-586 executing Change Order #3 with Booth and Sons Construction, Inc. for the Moderate Risk Waste Facility Project adding \$2,065.55 and 4 calendar days increasing the total contract amount to \$1,076,015.34 and 214 calendar days.

There is a need to execute change order #4 with Booth and Sons Construction, Inc. for the Moderate Risk Waste Facility Project for the following:

| | |
|--------------------------------|------------|
| COP #13 North Entrance Changes | \$3,103.86 |
|--------------------------------|------------|

The total amount of the Change Order #4 is \$3,103.86 increasing the total contract to \$1,079,119.20 and adding 15 calendar days for a total of 229 days.

Fiscal Impact

Amount: \$3,103.86 excluding WSST

Fund: Solid Waste Fund

Recommendation

It is recommended by the Director of Operations and Capital Programs that the Board authorize the Chairman to sign Change Order #4 with Booth and Sons Construction, Inc. for the Moderate Risk Waste Facility project.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

IN THE MATTER OF APPROVING CONTRACT CHANGE ORDER NO. 4 WITH BOOTH AND SONS CONSTRUCTION, INC. FOR THE MODERATE RISK WASTE FACILITY PROJECT – CB21-07

WHEREAS, on January 25, 2022 the Board of County Commissioners approved Resolution 2022-079 and executed a contract with Booth and Sons Construction, Inc. for the Moderate Risk Waste Facility Project in the amount of \$1,059,700.00 excluding WSST; and

WHEREAS, on April 26, 2022 the Board of county Commissioners approved Resolution 2022-294 executing Change Order #1 with Booth and Sons Construction, Inc. increasing the contract amount by \$11,704.97 and adding 5 calendar days for a total contract amount of \$1,071,404.97 and 155 calendar days; and

WHEREAS, on July 26, 2022 the Board of County Commissioners approved Resolution 2022-497 executing Change Order #2 with Booth and Sons Construction, Inc. for the Moderate Risk Waste Facility Project adding \$2,544.82 and 55 calendar days increasing the total contract amount to \$1,073,949.79 and 210 calendar days; and

WHEREAS, on August 23, 2022 the Board of County Commissioners approved Resolution 2022-586 executing Change Order #3 with Booth and Sons Construction, Inc. for the Moderate Risk Waste Facility Project adding \$2,065.55 and 4 calendar days increasing the total contract amount to \$1,076,015.34 and 214 calendar days; and

WHEREAS, the attached Change Order #4 is necessary to approve change order proposal #13 for north entrance changes as further outlined in the attached; and

WHEREAS, the Director of Operations and Capital Assets has negotiated a fair and reasonable price for Change Order #4 in a total amount of \$3,103.86 excluding WSST and adding 15 calendar days; and

WHEREAS, the Benton County Procurement, Leasing and Contracting Policy (Resolution 2021-233) requires Board of County Commissioners approval for change orders on public works projects other than road construction; and

WHEREAS, the Director of Operations and Capital Assets recommends that these changes be approved;
NOW, THEREFORE

BE IT RESOLVED, the Board of Benton County Commissioners hereby approves Change Order No. 4 with Booth and Sons Construction, Inc. for the Moderate Risk Waste Facility project and authorizes the Chairman of the Board to sign Change Order #4, attached hereto, to the contract executed by Resolution 2022-079; and

BE IT FURTHER RESOLVED, the total contract amount will increase \$3,103.86 excluding WSST, to be paid to Booth and Sons Construction, Inc. for a new contract amount not to exceed \$1,079,119.20 excluding WSST and adding 15 calendar days to the project for a total of 229 days.

Dated this ____ day of September 2022.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

CHANGE ORDER NO. 4

Project: Moderate Risk Waste Facility

Date: 08/31/2022

Owner: Benton County
Board of Commissioners
620 Market Street
Prosser, WA 99350

Contractor: Booth and Sons Construction, Inc.
P. O. Box 608
Richland, WA 99352

The Contract Documents are hereby amended as summarized below:

| | |
|--------------------------------|-------------------|
| COP #13 North Entrance Changes | \$3,103.86 |
| TOTAL | \$3,103.86 |

Contract Summary

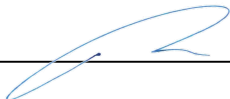
| | <u>Contract Sum</u> | <u>Contract Time</u> |
|---|------------------------|----------------------|
| Original Contract Sum/Time was: | \$ 1,059,700.00 | 150 cal days |
| Net Change by previously authorized Change Orders | \$ 16,315.34 | 59 cal days |
| Revised Contract Sum/Time prior to this Change Order | \$ 1,076,015.34 | 214 cal days |
| Contract Sum/Time to be modified by this Change Order | \$ 3,103.86 | 15 cal days |
| New Contract Sum/Time will be: | <u>\$ 1,079,119.20</u> | <u>229 cal days</u> |

NOT VALID UNTIL SIGNED BY CONTRACTOR AND OWNER:

Recommended: (Owner's Rep.)
Benton County

Accepted: (Contractor)
Booth and Sons Const., Inc.

Authorized: (Owner)
Benton County

By: 

By: 

By: _____

Print: Robert Blain

Print: George Booth III

Print: _____

Date: 8-31-2022

Date: 8/31/22

Date: _____

Change Order Proposal

13

Booth & Sons Construction Inc.
P.O. Box 608
Richland ,WA 99352

To: Robert Blain
Benton County
Kennewick , WA 99336

For: North Entrance Changes

8/25/2022

| | | | |
|-----------------------------------|--------|-------|-----------------|
| Proposal price | | | |
| Sub-Contractor | | | |
| Big Ds | | | \$2,709.11 |
| | | | \$0.00 |
| proposal does not include asphalt | | | \$0.00 |
| | | | <u>\$0.00</u> |
| Subtotal | | | \$2,709.11 |
| commission | 5% | | <u>\$135.46</u> |
| Total A | | | \$2,844.57 |
| Contractor | | | |
| Demo | 0 hrs. | 70 | \$0.00 |
| Material | | | \$0.00 |
| added interior saw cutting | | | \$0.00 |
| equip rental | | | \$0.00 |
| Labor | 0 hrs | 70 | \$0.00 |
| Clean | 0 hrs. | 70 | \$0.00 |
| | hrs | 0 | \$0.00 |
| Manage | 2 hrs | 90 | <u>\$180.00</u> |
| subtotal | | | <u>\$180.00</u> |
| overhead | | 4% | \$7.20 |
| Sub-Total B | | | <u>\$187.20</u> |
| Profit | | 6.00% | <u>\$11.23</u> |
| Total B | | | <u>\$198.43</u> |
| Total A+B | | | \$3,043.00 |
| | | | \$3,043.00 |
| Bond | | 2% | <u>\$60.86</u> |
| | | | 3,103.86 |
| TOTAL | | | |
| please add 15 days | | | |



| a. LABOR | | | |
|----------------------------|-------|---------|-----------------|
| Craft | Hours | Rate | Amount |
| Superintendent | 1 | \$75.00 | \$75.00 |
| Operator (2) | 6 | \$51.49 | \$308.94 |
| Labor - General Laborer | 3 | \$44.58 | \$133.74 |
| Truck Driver | 1 | \$51.00 | \$51.00 |
| Subtotal: | | | \$568.68 |
| Office Supervision | | 15.00% | \$85.30 |
| State Unemployment | | 6.50% | \$36.96 |
| State Industrial Insurance | | 10.00% | \$56.87 |
| FICA | | 7.65% | \$43.50 |
| Travel Allowance(2%) | | | \$0.00 |
| Safety (Max 2% of Labor) | | 2.00% | \$11.37 |
| Labor Total: | | | \$802.69 |

| b. MATERIALS | | | |
|------------------------|----------|----------|-----------------|
| Description | Quantity | Rate | Total |
| HD Fowler | | \$0.00 | \$0.00 |
| 5/8 Rock - Ton | 1 | \$150.00 | \$150.00 |
| Short Load concrete | | \$0.00 | \$0.00 |
| Asphalt Patch | | \$0.00 | \$0.00 |
| Disposal | 1 | \$150.00 | \$150.00 |
| Saw Cutting | 1 | \$200.00 | \$200.00 |
| Total Material: | | | \$500.00 |

| c. EQUIPMENT | | | |
|----------------------------|----------------|----------|-------------------|
| Description | Hours | Rate | Total |
| Excavator | | \$175.00 | \$0.00 |
| Mini Excavator | 3 | \$120.00 | \$360.00 |
| Loader (All Sizes Owned) | 3 | \$130.00 | \$390.00 |
| Dump Truck | 1 | \$135.00 | \$135.00 |
| Roller | | \$95.00 | \$0.00 |
| Water Truck | 1 | \$85.00 | \$85.00 |
| Ford Utility Truck | 3 | \$50.00 | \$150.00 |
| Small Tools & Expendables | (max 5% Labor) | 5.00% | \$40.13 |
| Equipment Total: | | | \$1,160.13 |

| d. SUBCONTRACTORS | | | |
|------------------------------|--|--------|---------------|
| | | \$0.00 | \$0.00 |
| Subcontractors Total: | | | \$0.00 |

| e. OVERHEAD & PROFIT | | | |
|-------------------------------------|-----|------------|-----------------|
| Contractor's OH on Own Work | | \$2,462.83 | \$0.00 |
| Contractor's Profit - Own Work | 10% | \$2,462.83 | \$246.28 |
| Subcontractor OH | 5% | \$0.00 | \$0.00 |
| Subcontractor Profit | 5% | \$0.00 | \$0.00 |
| Total Overhead & Profit: | | | \$246.28 |

| f. B&O TAX, INSURANCE & BOND | | | |
|---|-------|------------|---------------|
| Retailing | | of sum a-e | \$0.00 |
| Liability Insurance | 0.00% | of sum a-e | \$0.00 |
| Payment and performance Bond | 0.00% | of sum a-e | \$0.00 |
| Wholesaling | 0 | of sum a-e | \$0.00 |
| B&O Tax, Insurance & Bond Total: | | | \$0.00 |

| | | | |
|---------------------|--|--|-------------------|
| GRAND TOTAL: | | | \$2,709.11 |
|---------------------|--|--|-------------------|

COMMISSIONERS' AGENDA ACTION SHEET

| | |
|--|---|
| Meeting Date: | 09/20/2022 |
| Subject: | Columbus Day All-Office Training |
| Presenter: | |
| Prepared By: | Veronica Bivins |
| Reviewed By: | K. Spencer and K. Yniguez |
| PA Review, Approval to Form: | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i> |
| Type of Agenda Item: | Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i> |
| <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business | <input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document <input checked="" type="checkbox"/> Pass Motion <input type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract |

Summary / Background Information

The Board of County Commissioners approval of Columbia Day Training

Fiscal Impact

No supplement required.

Recommendation

Pass motion for onsite training for the Benton County Treasurer's office.

Suggested Motion

Approve as part of consent agenda.

Original Treasurer

CC: Auditor

Prepared by: Veronica Bivins

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING THE USE OF COUNTY FUNDS FOR THE COLUMBUS DAY TRAINING FOR THE BENTON COUNTY TREASURER'S OFFICE TO BE HELD OCTOBER 10, 2022

WHEREAS, to continue providing the best service to the public, the Benton County Treasurer promotes and encourages ongoing staff training to strengthen office procedures and prepare for upcoming legislative changes; and

WHEREAS, the Treasurer's office operates offices in both the Prosser Courthouse and Kennewick Justice Center Campus, so it is necessary for staff to meet in one location periodically for uniform training; and

WHEREAS, the Benton County Treasurer has determined that it is more cost effective to hold this training onsite and through the lunch hour rather than renting an offsite facility; and

WHEREAS, the training will begin in the morning hours and continue through the lunch hour to provide sufficient time for training that is proposed for the office staff; **NOW, THEREFORE**

BE IT RESOLVED, that the Benton County Board of Commissioners concurs with the Benton County Treasurer's recommendation and approve the planning and implementation of the Columbus Day Training activity on October 10, 2022; and

BE IT FURTHER RESOLVED, the total amount to be spent on this Columbus Day Training to provide lunch shall not exceed \$400.00.

Dated this _____ day of _____, 2022.

Chairman of the Board

Member

Member

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

Attest.....
Clerk of the Board

COMMISSIONERS' AGENDA ACTION SHEET

| | |
|--|--|
| Meeting Date: | September 20 th , 2022 |
| Subject: | Whitstran Heights Water Association Franchise Agreement Renewal |
| Presenter: | Cristina Woods, Public Works |
| Prepared By: | Jackie Mayfield, Administrative Assistant |
| Reviewed By: | Cristina Woods |
| PA Review, Approval to Form: | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i> |
| Type of Agenda Item: | Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i> |
| <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business | <input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract |

Summary / Background Information

Benton County received an application for a Franchise Order and Agreement for a water pipe and all systems and facilities from Whitstran Heights Water Association.

In accordance with RCW 36.55.040 and RCW 36.55.050, a public hearing must be held to allow public comment to the proposed franchise agreement prior to the final determination of the Board of County Commissioners. Subsequent to the public hearing, the Board may, upon its finding that the franchise agreement is in the best interest of the County, enter into said agreement by resolution. The public hearing was advertised in the newspaper of record on September 7th and September 14th, 2022, in accordance with RCW 36.55.040, and a public hearing was held on September 20th, 2022, in accordance with RCW 36.55.050.

Fiscal Impact

None

Recommendation

Benton County Public Works recommends the Commissioners approve the Franchise Order and Agreement with Whitstran Heights Water Association by resolution.

Suggested Motion

Move to approve the Franchise Order and Agreement with Whitstran Heights Water Association.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FRANCHISES RE: GRANTING A FRANCHISE TO WHITSTRAN HEIGHTS WATER ASSOCIATION TO PLACE A WATER PIPE SYSTEMS AND FACILITIES IN COUNTY ROAD RIGHTS OF WAY

WHEREAS, a public hearing was held September 20th, 2022, to consider the request of Whitstran Heights Water Association who has applied for a nonexclusive franchise to place a water pipe systems and facilities in unincorporated Benton County; and

WHEREAS, after hearing the testimony regarding the request for a franchise, the Board finds as follows:

1. The term of the franchise shall be a ten-year (10) period, expiring September 20th, 2032, with an associated cost of \$500.00;
2. The Grantee is to carry liability insurance with Benton County named as an insured with a minimum limit of \$1,000,000.00. A copy of the proof of insurance is to be provided to Benton County yearly;
3. Placement of facilities within the right of way shall meet all requirements of Benton County as to location and repair of roads and right of way;
4. Should Benton County require utility relocation work because of road construction, maintenance, or any other reason, said work shall be at the Grantee’s expense;
5. The franchise is nonexclusive;
6. The Grantee is to sign the Order and Agreement for Nonexclusive Franchise;

WHEREAS, Whitstran Heights Water Association has agreed to the terms and has signed the Order and Agreement for Nonexclusive Franchise, said Order having been approved as to form by the Prosecuting Attorney’s Office; **NOW, THEREFORE**

BE IT RESOLVED that the Nonexclusive Franchise for Whitstran Heights Water Association for a water pipe system and facilities in County road rights of way be approved and that the Board indicates its approval by its signatures on the Order and Agreement for a Nonexclusive Franchise.

Dated this 20th day of September, 2022

Chairman

Chairman Pro Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Return to:
Benton County Public Works
P. O. Box 1001
Prosser, WA 99350

Grantor: Benton County
Grantee: Whitstran Heights Water Association

BEFORE THE BOARD OF COUNTY COMMISSIONERS

BENTON COUNTY, STATE OF WASHINGTON

IN THE MATTER OF THE APPLICATION OF)
WHITSTRAN HEIGHTS WATER ASSOCIATION FOR)
A NONEXCLUSIVE FRANCHISE TO LOCATE,)
CONSTRUCT, MAINTAIN, OPERATE, USE, AND IF) No. _____
NECESSARY, REMOVE WATER PIPE SYSTEMS)
AND FACILITIES WITHIN THE COUNTY OF) ORDER AND AGREEMENT FOR
BENTON, STATE OF WASHINGTON, UPON, OVER,) NONEXCLUSIVE FRANCHISE
UNDER, ALONG, AND ACROSS CERTAIN COUNTY)
ROADS AND PUBLIC HIGHWAYS, OR PARTS)
THEREOF, NOT WITHIN THE LIMITS OF ANY)
INCORPORATED CITY OR TOWN.)

FINDINGS

NOW, on this _____ day of _____ the petition and application of Whitstran Heights Water Association, for the authority and nonexclusive Franchise, for a term of ten (10) years, to install, locate, construct, maintain, operate, use, and, if necessary, remove water pipe SYSTEMS AND FACILITIES under, upon, over, along and across Benton County roads, highways, streets, alleys, bridges, and rights-of-ways, or other County property, hereinafter called County roads or rights-of-ways, described in said application by reference to the sections, townships, and ranges in which said County roads or rights-of-ways are physically located within the County of Benton, State of Washington, and not within the corporate limits of

any incorporated city or town therein, coming on to be heard before this, the Board of County Commissioners of and from said Benton County, Washington, and this Board having heretofore fixed this time and place for the hearing of said petition, and it appearing that the County Engineer has given notice of the time and place of said hearing by posting in three places in the Benton County Courthouse with written or printed notices of the time and place of this hearing in accordance with the laws of the State of Washington, and also by publishing a like notice two (2) times in the Prosser Record Bulletin newspaper of general circulation published in Benton County, Washington, and it appearing that the notices so posted and published stated the name of the applicant and a description by reference to sections, townships and ranges in which the County roads or rights-of-ways to be included in the Franchise for which application is made are physically located, and also state the time and place fixed for said hearing, and after hearing all persons interested in the matter of said petition, and at which hearing the qualifications of the Grantee were heard, the Board deeming it for the public interest to grant the Franchise and authority so applied for.

ORDER

IT IS HEREBY ORDERED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

There is hereby granted to Whistran Heights Water Association hereafter called the Grantee, subject to all provisions, conditions, covenants and requirements of this order and agreement, the right, privilege and nonexclusive Franchise, to install, locate, construct, maintain, operate, use, and, if necessary, remove water pipe SYSTEMS AND FACILITIES, and all necessary appurtenances thereto, hereinafter called the distribution system, under, upon, over, along, or across those portions of any and all County roads or rights-of-ways, which lie within those legal subdivisions within the County of Benton, State of Washington, set forth and described in “Exhibit A” attached hereto and by this reference made a part hereof, excluding, however, from such subdivisions any portion thereof which is within the corporate limits of any incorporated city or town, but including all portions of said subdivisions which are within any unincorporated town or community. Benton County Resolution No. 72-220, regarding Policy on Accommodation of Utilities on County Road Rights-of-Way, shall apply in all respects to this Franchise and the distribution system.

AGREEMENT

I. APPROVAL BY COUNTY ENGINEER

All locations, construction, installation, maintenance, relocation or removal of the distribution system or any portion thereof within County roads or rights-of-ways outside the corporate limits of any incorporated town shall be subject to the approval and pass inspection of the County Engineer.

II. PERMIT REQUIRED – MAP AND SPECIFICATIONS TO BE FILED

APPROVAL BY COUNTY ENGINEER – PERFORMANCE BOND

Prior to commencement of any work on or construction of any portion of the distribution system, Grantee shall file with the County Engineer its application for permit to do such work or construction together with plans and specifications in form and number as approved by the County Engineer showing the position, depth, or height, and location of all lines and facilities sought to be constructed, laid, installed or erected at that time, showing their relative position to existing County roads or rights-of-ways, upon plans drawn to scale indicating exact distance hereinafter collectively referred to as the “map of definite location”. Grantee is hereby authorized to extend its facilities throughout the area authorized hereunder.

The distribution system shall be constructed in exact conformity with said map of definite location, except in instances in which deviation may be allowed by the prior written consent of the County Engineer pursuant to application by Grantee. The plans and specifications shall specify, as applicable, the class and type of materials and equipment to be used, manner of excavation, construction, installation, backfill, erection of temporary structures, erection of permanent structures, traffic control, traffic turnouts, and road obstructions, and manner and means by which they affect County roads or rights-of-ways, will be restored to a condition as good as that which existed prior to such work or construction. No such work or construction shall be commenced until the Grantee has first secured a written permit from the County Engineer, which shall include approval by the County Engineer endorsed on one set of plans and specifications to be returned to the Grantee. All such work or construction shall require the inspection and approval of the County Engineer. The Grantee shall pay all reasonable costs and

expenses incurred in the examination, inspection, and approval of such work or construction by the County Engineer as herein provided.

The County Engineer may require a performance bond in a sum sufficient to guarantee to Benton County that any County roads or rights-of-ways, including the surfaces thereof, affected by any work or construction by the Grantee, shall be restored to a condition as good as that which existed prior to such work or construction, the amount of said bond to be fixed by the County Engineer. The County Engineer, upon notice to the Grantee, may at any time order any and all work that he considers necessary to restore to a safe condition any portion of the County roads or rights-of-ways, the condition of which has been rendered dangerous to the safety of persons or property by reason of any work, construction, of facilities of Grantee, and Grantee, upon demand, shall pay to Benton County all costs of such work, done by order of the County Engineer.

III. COUNTY ROADS TO BE RESTORED

In any work which requires breaking of surface of the County roads or rights-of-ways subject to this Franchise for the purpose of locating, constructing, installing, relocating, removing, maintaining and/or repairing the distribution system, and/or making connections between the same to structures and buildings of consumers or making connections to other facilities of the Grantee now in existence or hereafter constructed, the Grantee shall be governed by and strictly conform to the instructions set forth in the permit issued by the County Engineer for such work; and the Grantee, at its own expense and with all reasonable speed, shall complete the work for which the County roads or rights-of-ways, surface has been broken and repair and restore the affected County roads or rights-of-ways, and the surface thereof to a condition as good as that which existing before the work was commenced. Noxious weed control will be required, at the Grantee's expense, and shall meet all requirements of the Benton County Weed Board.

Except in cases of emergency as hereinafter provided, no breaking of surface of any County roads or rights-of-ways, shall be done until Grantee has first obtained a permit therefor issued by the County Engineer as specified in Section II of this Agreement.

PROVIDED, however, that in cases of emergency which occur out of office hours when immediate work may be necessary for the protection or safety of persons or property, the

emergency shall be immediately reported to the Benton County Sheriff and the necessary work may be immediately undertaken upon the express condition that an application for a permit for such work, as hereinabove provided, shall be submitted to the County Engineer on or before noon of the business day next following the commencement of the emergency work.

IV. INTERFERENCE WITH EXISTING FACILITIES

No location, construction, installation, maintenance, repair, removal or relocation of the distribution system or any portion thereof, performed along or under any County roads or rights-of-ways, shall in any way interfere with the grading or improvement of such County roads or rights-of-ways, or with the construction and maintenance of any existing utility, public or private, drain, drainage ditch or structure, or irrigation ditch or structure, located along or under such county roads, right-of-way or property. In the event that it is necessary to relocate any such county road or right-of-way or alter the grade of any such county road or right-of-way, requiring relocation of any utilities, including rights-of-way, preferences as to positioning of such utilities, shall be given in the order of the original location and installation of such utilities, the utility first having been located and installed being given first preference as to positioning and relocation.

V. MINIMUM INTERFERENCE WITH PUBLIC TRAVEL –
GRANTEE LIABLE FOR DAMAGE

All work done under this Franchise shall be done in a thorough and workmanlike manner. All construction, installation, maintenance, repair, relocation, or removal of the distribution system, or any portion thereof, shall be conducted in a manner that will interfere as little as possible with public use of and travel upon County roads or rights-of-ways, shall include all due and necessary measures and precautions to prevent danger to persons or property. Specifically, where such construction, installation, maintenance, repair, relocation or removal involves open trenches, ditches, or tunnels which are left open at night, the Grantee shall place sufficient warning lights and barricades about such trenches, ditches or tunnels to give adequate warning of such work. The Grantee shall assume sole liability for any injury to persons or property which occurs by reason of any trenches, ditches, or tunnels dug or maintained by the Grantee.

VI. ALL COUNTY ROAD RIGHTS RESERVED

Benton County expressly reserves any and all rights which it now has or may hereafter acquire with respect to County roads or rights-of-ways, and this Franchise shall not be construed to in any way limit or restrict any authority, power, rights, or privileges which Benton County now has or may hereafter acquire to control and regulate the use of County roads or rights-of-ways covered by this Franchise.

VII. COUNTY MAY CHANGE AND IMPROVE ROADS WITHOUT LIABILITY

If Benton County shall at any time improve or change any County roads or rights-of-ways, subject to this Franchise by grading, regrading, surfacing , or paving the same, or by changing, altering, repairing, or relocating the grade thereof or by construction of drainage facilities, the Grantee shall, upon written notice from the County Engineer, at Grantee's sole expense, with all reasonable speed, change the location or readjust the elevation of its distribution system and other facilities so that the same shall not interfere with such county work and so such lines and facilities shall conform to such new grades as may be established. Benton County shall in no respect be held liable for any damages, costs, or expenses to said Grantee that may occur by reason of any of the County's improvements, changes or work above enumerated, except insofar as such damages, costs or expenses shall be caused by negligence of the County's employees or agents.

All work performed by the Grantee under this section shall be under the direction, approval, and shall pass the inspection of the County Engineer. The Grantee shall pay all reasonable costs of and expenses incurred in the examination, inspection, and approval of such work.

VIII. REFERENCE MONUMENTS AND MARKERS

Before any work is performed under this Franchise which may affect any existing monuments or markers of any nature relating to subdivisions, plats, roads, and all other surveys, the Grantee shall reference all such monuments and markers. The reference points shall be so located that they will not be disturbed during the Grantee's operation under this Franchise. The method of referencing these monuments or other points to be referenced shall be approved by the County Engineer. The replacement of all such monuments or markers disturbed during

construction shall be made as expeditiously as conditions permit, and as directed by the County Engineer. The cost of monuments or other markers lost, destroyed or disturbed, and the expense of replacement by approved monuments shall be borne by the Grantee.

IX. VACATION OF COUNTY ROADS – ALTERNATE ROUTE

If at any time Benton County shall vacate any County road, right-of-way, or other County property which is subject to rights granted by this Franchise the Board of County Commissioners for Benton County may, after granting an alternate route with the consultation of Grantee, by giving thirty (30) days written notice to the Grantee, terminate this Franchise with reference to such County road, right-of-way, or other County property so vacated and said Benton County shall in no respect be liable for any damages, costs, or expenses to the Grantee that may occur by reason of such termination.

X. GRANTEE TO INDEMNIFY COUNTY – LIABILITY INSURANCE

The Grantee covenants, agrees and promises that it shall fully indemnify Benton County from any and all liability, loss, injury, damage, costs, charges or expenses of any nature whatever, occurring to any person, association, corporation or property of any kind by reason of any acts, actions, omissions, defaults, or neglect of the Grantee in the construction, operation, or maintenance of the distribution system.

The Grantee further covenants, agrees and promises that, in the event that any claim, suit, or cause of action shall be brought against Benton County by reason of any act, action, omission, defaults, or neglect of the Grantee in the construction, operation, or maintenance of the distribution system, it shall, at its own cost and expense, defend any such claim, suit, or cause of action, and shall pay any and all costs, charges, attorneys' fees, and other expenses therein, and any and all judgments that may be incurred by or obtained against Benton County in any such claim, suit, or cause of action.

The Grantee further covenants, agrees and promises that, in order to secure to the County full and complete performance of the covenants and conditions of this Section "X", it shall, at its own cost and expense, obtain and maintain in effect continually during the term of this Franchise, liability insurance in a company or companies to be approved by the County, such insurance to name the Grantee and Benton County as the insured and to have minimum limits of

not less than \$1,000,000.00. Written evidence of such insurance in effect shall be furnished to the County Engineer no later than the date that any work or construction under the terms of this Franchise commences. Such additional written evidence of such insurance shall be furnished to the County Engineer from time to time as the County Engineer shall require; in any event, such additional written evidence shall be provided to the County Engineer at least annually during the term of this Franchise. The Grantee's compliance with the provisions of this paragraph relating to liability insurance shall in no way alter, affect, modify or limit any of the other covenants, conditions, and provisions of this paragraph. Acceptance or approval by the County of any work performed by the Grantee shall not constitute a waiver by the County of any of the provisions of this Section "X", and shall not excuse the Grantee from any of the covenants, provisions, or requirements set forth herein.

XI. FRANCHISE NOT EXCLUSIVE

This Franchise shall not be deemed to be an exclusive Franchise. It shall in no manner prohibit Benton County from granting other Franchises of a like nature or Franchises for public or private utilities under, along, across, over, and upon any of the County roads or rights-of-ways, subject to this Franchise and shall in no way restrict, prevent, or prohibit Benton County from constructing, altering, maintaining, or using any of said roads or rights-of-way, drainage structures or facilities, irrigation structures or facilities, or any other County property or affect its jurisdiction over them or any part of them with full power to make all necessary construction, alterations, changes, relocations, repairs, or maintenance, which the County may deem necessary.

XII. PROVISIONS HEREOF BIND SUCCESSOR

All provisions, conditions, covenants, and requirements herein contained shall be binding upon any and all successors and assigns of the Grantee, and all privileges, as well as all obligations and liabilities of the Grantee, shall inure to its successors and assigns equally as if they were specifically mentioned herein wherever the Grantee is mentioned, provided, however, that neither this Franchise nor any rights, privileges, or obligations granted in this order and agreement shall be assigned without the prior written approval of the County Engineer, unless such assignments is to a wholly-owned subsidiary of the Grantee or to a parent company owning

more than 50% of the Grantee, and unless Benton County is provided with prior written notice of such assignment giving the name and address of the subsidiary or parent company assignee.

XIII. REVOCATION FOR NON-COMPLIANCE

In the event that the Grantee substantially violates or fails to comply with any of the material provisions of this Franchise, the Grantee shall forfeit all rights conferred hereunder and this Franchise shall be revocable by the Board of Benton County Commissioners at their discretion, provided, however, the Board of County Commissioners shall provide the Grantee with written notice of its intention to revoke the Franchise, specifying the nature of such violation, failure, or neglect, and giving the Grantee thirty (30) days in which to cure such violation, failure, or neglect. The Grantee shall be entitled to a hearing, within such thirty-day period, before the Board of County Commissioners.

In the event such hearing is held, the Grantee shall be given prior written notice of the time and place for such hearing. Subject to applicable federal and state law, in the event the Board of County Commissioners, after such hearing, determines that Grantee is in default of any provision of the Franchise, the Board of County Commissioners may:

- a. Foreclose on all or any part of any security provided under this Franchise, if any, including, without limitation, any bonds or other surety; provided, however, the foreclosure shall only be in such a manner and in such amount as the Franchising Authority reasonably determines is necessary to remedy the default;
- b. Commence an action at law for monetary damage or seek other equitable relief;
- c. In the case of substantial default of a material provision of the Franchise, declare the Franchise Agreement to be revoked; or
- d. Seek specific performance of any provision, which reasonably leads itself to such remedy, as an alternative to damages.

XIV. CONFORMITY WITH STATE AND COUNTY

Benton County expressly reserves the right at any time, upon ninety (90) days written notice to the Grantee, to change, amend, modify, or amplify any of the provisions or conditions herein enumerated to conform to any state statute, rule or regulation, or county ordinance, rule or regulation, relating to the regulation of highways or the public welfare, health, safety, as may

hereafter be enacted, adopted or promulgated, and the County further expressly reserves the right to terminate this Franchise at any time, in accordance with the procedures stated in Section “XIII” above, in the event that the Grantee’s distribution system is not operated or maintained in accordance with such statute, ordinance, rule, or regulation.

XV. FEDERAL REGULATION

Any lawful modification required by amendment of Section 76.31 (“Franchise Standards”) of the Rules and Regulations of the Federal Communications Commission shall be incorporated into this Franchise as of the date such modifications become obligatory under FCC regulations, or in the event no obligatory date is established, within one (1) year of adoption or at the time of Franchise renewal, whichever occurs first.

XVI. ACTS OF GOD

The Grantee shall not be held in default or non-compliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, where such non-compliance or alleged defaults are caused by strikes, acts that are solely the result of an Act of God or similar circumstance, power outages, or other events reasonably beyond its ability to control.

XVII. SEVERABILITY

If any section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term, or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

XVIII. COMPLAINT PROCEDURES

The Grantee agrees to maintain a local business office which subscribers may telephone during regular business hours without incurring added message or toll charges so that service shall be promptly available. The Grantee agrees to notify each subscriber, at the time of initial subscription to the Grantee’s service, of the procedures for reporting and resolving such complaints.

XIX. ACCEPTANCE BY GRANTEE

Written acceptance by the Grantee of the Franchise granted herein and all provisions, conditions, covenants, and requirements contained in this order and agreement shall be indicated by endorsement by the Grantee where indicated herein below, and a copy of this order and agreement so endorsed by the Grantee shall be filed with the Clerk of the Board of County Commissioners of Benton County within thirty (30) days from the date of acceptance by the Board. Such filing of the endorsed order and agreement within the period above specified shall be a condition precedent to this Franchise taking effect, and unless this order and agreement is accepted and filed within such time, it shall be null and void.

XX. TERM

This nonexclusive Franchise agreement shall be in full force and effect upon execution and shall expire September 20, 2032

XXI. GRANTEE'S ADDRESS

Information for the Grantee is:

Gary Ormiston
38002 N Rothrock Road
Prosser, WA 99350

Phone: (509) 973-2201
Email: g.ormiston@outlook.com

Any notification required to be given to the Grantee may be given to the address above stated, provided that the Grantee may from time to time notify Benton County in writing of address to which notifications are to be sent.

FOR GRANTEE:

Greg Christian (President)
Whitefish Heights Water Assn.

Date 08-15-2022

APPROVED AS TO FORM:

Mindy
Benton County Deputy Prosecuting Attorney

Date Aug. 25, 2022

FOR BENTON COUNTY,
WASHINGTON.

Chairman

Chairman Pro-Tem

Member

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

ATTEST:

Clerk of the Board

Date _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPLICATION OF)
Whitstran Heights Water Association FOR A)
(Please print name of company exactly as it will appear in franchise))
NONEXCLUSIVE FRANCHISE TO LOCATE, CONSTRUCT, MAINTAIN,)
OPERATE USE REPAIR, AND IF NECESSARY REPLACE A)
water pipe WITHIN THE COUNTY OF)
(Please print exact wording as it will appear in franchise))
BENTON, STATE OF WASHINGTON, UPON, OVER, UNDER, ALONG)
AND ACROSS CERTAIN COUNTY ROADS AND PUBLIC HIGHWAYS, OR)
PARTS THEREOF, NOT WITHIN THE LIMITS OF ANY INCORPORATED)
CITY OR TOWN.)

(County use:)

No. _____
APPLICATION FOR FRANCHISE
PURSUANT TO RCW 36.55.040.

TO THE HONORABLE BOARD OF COUNTY COMMISSIONERS,
BENTON COUNTY, WASHINGTON:

Whitstran Heights Water Association, duly authorized to transact business in the State of Washington (Grantee), hereby applies for the authority and a nonexclusive franchise, to be granted to said Grantee to locate, construction, maintain, operate, use, repair, and, if necessary, remove facilities upon, over, under, along and across any and all Benton County roads, highways, streets, alleys and bridges of which all or portions thereof are physically located in the Sections, Townships, and Ranges within the County of Benton, State of Washington, as set forth in the schedule marked "Exhibit A" attached hereto and by this reference made a part hereof, excluding, however, any portions thereof which are within the corporate limits of any incorporated city or town, but including all portions which are within any unincorporated town or community.

Grantee requests that the Board of County Commissioners fix a time and place for hearing this application, and cause the County Engineer of Benton County to give public notice of said hearing at the expense of said applicant, by posting notices of said hearings in three (3) public places in the county seat of said Benton County, at least fifteen days before the day fixed for said hearing, and also cause to be published a like notice, at the expense of said applicant, two (2) times in the official newspaper of the Benton County, the last publication of such notice to be not less than five (5) days before the day fixed for said hearing; which notice shall state the name of the applicant, shall describe the Benton County roads, highways, streets, alleys, bridges or portions thereof within said Benton County to be included in the franchise for which this application is made by reference to the Sections, Townships, and Ranges in which they are physically located, and shall show the time and place fixed for said hearing.

The Franchise Application fee in the amount of \$500.00, in the form of check (cash or check), accompanies this application and is non-refundable. Upon approval, the franchise term will be for a period of ten (10) years.

Dated this 27th day of May, 2022

Respectfully submitted by:

Gary Ormiston

Name of Authorized Agent PLEASE PRINT

(509) 973-2201

Phone Number of Applicant

[Signature]

Signature of Authorized Agent

FAX Number of Applicant

38002 N. Rothrock Road

Address of Applicant

Carolyn Klingele

2nd Name of Authorized Agent PLEASE PRINT (if required)

Prosser WA 99350

City

State

Zip

Carolyn Klingele

2nd Signature of Authorized Agent (if required)

g.ormiston@outlook.com

Email address

EXHIBIT A

All unincorporated areas of Benton County, but particularly noted are Section 2, 8, 9, 16, 17, and 18, Township 9 North, Range 25 East, W.M., and all county road rights of ways adjoining said sections.

COMMISSIONERS' AGENDA ACTION SHEET

| | |
|--|---|
| Meeting Date: | September 20, 2022 |
| Subject: | Jail Use Agreement – City of West Richland |
| Presenter: | Jerrod MacPherson |
| Prepared By: | Cami McKenzie |
| Reviewed By: | Jerrod MacPherson/Robert Guerrero/Ryan Brown |
| PA Review, Approval to Form: | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If no, include reasoning for no approval) |
| Type of Agenda Item: | Type of Action Needed: (Multiple boxes can be checked, if necessary) |
| <input type="checkbox"/> Consent Agenda | <input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Pass Motion |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution |
| <input checked="" type="checkbox"/> Scheduled Business | <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance |
| | <input checked="" type="checkbox"/> Execute Contract |

Summary / Background Information

The Jail Use Agreement between Benton County and the City of West Richland will expire on December 31, 2022. The County Administrator has been negotiating a new agreement with the City of West Richland and the parties have agreed to a new Jail Use Agreement, effective January 1, 2023 through December 31, 2026. The PA's office has reviewed and approved the agreement as to form.

Fiscal Impact

Recommendation

Recommend the Board approve the Jail Use Agreement with the City of West Richland, as presented.

Suggested Motion

I move to approve the Agreement for Use of Jail Facilities between Benton County and the City of West Richland, effective January 1, 2023 through December 31, 2026 as presented.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE AGREEMENT FOR USE OF JAIL FACILITIES BETWEEN BENTON COUNTY AND THE CITY OF WEST RICHLAND

WHEREAS, per Resolution 2021-137 Benton County and the City of West Richland executed an Agreement for the Use of Jail Facilities; and

WHEREAS, said agreement will terminate on December 31, 2022; and

WHEREAS, a new Agreement for Use of Jail Facilities has been negotiated and agreed to by both parties, with an effective date of January 1, 2023 through December 31, 2026; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners hereby concurs with the attached Agreement for Use of Jail Facilities between Benton County and the City of West Richland and authorizes the Board to sign the same; and

BE IT FURTHER RESOLVED, the attached Agreement for Use of Jail Facilities between Benton County and the City of West Richland is effective January 1, 2023 and terminates December 31, 2026.

Dated this _____ day of September, 2022.

Chairman of the Board

Chairman Pro Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

AGREEMENT FOR USE OF JAIL FACILITIES

THIS AGREEMENT is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington (hereinafter "County") and the City of WEST RICHLAND, WASHINGTON, a municipal corporation (hereinafter "City").

For and in consideration of the conditions, covenants and agreements contained herein the parties agree as follows:

1. PURPOSE. The City, desiring to utilize Benton County Jail (hereinafter "jail") facilities and services, for the incarceration of City prisoners, in accordance with the Interlocal Cooperation Act (Chapter 39.34 RCW) and the City and County Jails Act (Chapter 70.48 RCW), hereby enters into an agreement with the County for use of the County jail facility and services for confinement of City prisoners. It is the purpose of this agreement to provide for the joint use by the parties of the jail facilities and services at the jail located at the Benton County Justice Center.

2. DEFINITIONS. (a) "Benton County Custody Budget" shall mean all expenditure items in such budget except for expenditures directly for the costs of work crews. The Custody Budget will include but not be limited to a depreciation expense in the amount of One Hundred Seventy Eight Thousand Dollars (\$178,000) per year and expense estimates for all medical expenses incurred in connection with medical treatment of inmates, whether such services are provided in the jail or outside of the jail.

(b) "Benton County Facilities Budget" shall mean that budget labeled as "Facilities" in the then current budget adopted by Benton County.

(c) "City Prisoner" shall mean a person who is booked into the jail pursuant to an arrest by a City police officer for the commission of a misdemeanor or gross misdemeanor, whether filed under state law or city ordinance. For the term of this agreement, should the City choose to repeal any or all of its ordinance provisions which would give rise to potential City jail time, such action will have no bearing on the computation of City prisoner days as defined below.

(d) "City Prisoner Day" shall mean every calendar day during which a City Prisoner is in the custody at the County jail during any portion of such calendar day and shall include when a City Prisoner is only booked and released. For example, if a City Prisoner is booked into jail at any time on January 1st and released at any time on January 4th, this constitutes four City Prisoner days. Provided, for each calendar day that a City Prisoner is in custody at the County jail with additional pending charges by the County or another city located within the County, then the City Prisoner Day for each such calendar day shall be a fraction consisting of one divided by the number of local jurisdictions with charges against the City Prisoner on that calendar day. While two examples of the implementation of this provision are reflected on Exhibit A attached hereto assuming concurrent charges by the County and the City, the language also applies when there are concurrent charges by cities within the County.

"City Prisoner Day" shall also include prisoners who participate in the work release program.

(e) "Net Operating Cost" of the jail shall be calculated monthly as follows: (i) All expenditures in a particular month from the Benton County Custody Budget and all expenditures for that month under bars code 5235000 (or its successor) of the Benton County Facilities Budget, less (ii) all reimbursement payments from any inmate or from another governmental entity for the costs of home monitoring (currently bars code 3423600.0000.34135); medical costs (currently bars codes 3423600.0000.34136, 3423600.0000.34137, and 3423600.0000.34140); work release (currently bars code 3423600.0000.34141); incentive payments from the Social Security Administration (currently bars code 3423600.0000.34138), less (iii) payments received from a governmental entity not within Benton County for incarceration of inmates, and less (iv) expenditures that are reimbursed by third party grants; provided that reimbursements to the County from the State of Washington for the costs of incarcerating convicted felons pursuant to Chapter 137-75 of the Washington Administrative Code (OAA Offenders) shall not be deducted in the calculation of "Net Operating Costs".

(f) "Prisoner Day" shall mean every calendar day that any prisoner is in custody at the County jail due to charges by the County, the City or any other city located within the County, or is arrested in the County under the Offender Accountability Act for violating the terms of community supervision imposed by the Benton County

Superior Court, and shall include calendar days when a prisoner is only booked and released. For example, if a prisoner is booked into jail at any time on January 1st and released at any time on January 4th, this shall be four Prisoner Days. Calendar days that any prisoner is in custody at the County Jail solely due to out of county warrants, detainers by US Marshal Service or Department of Correction (DOC) holds are not Prisoner Days unless the DOC hold is for violating the terms of community supervision imposed by a Benton County Superior Court.

"Prisoner Day" shall also include prisoners who participate in the work release program.

3. AVAILABILITY OF JAIL FACILITIES. The jail facilities and services shall be available for confinement of City Prisoners held upon arrest, awaiting trial, and serving sentences of jail terms on a space available basis; provided, confinement of City prisoners will be given priority over confinement of Prisoners for jurisdictions from outside of Benton County.

4. COMPENSATION FROM CITY. The City shall pay the County as compensation for its provision of jail facilities and services as specified herein.

(a) For incarceration of City Prisoners between January 1, 2023, and December 31, 2023, the City shall pay to the County a monthly amount equal to 0.80% of the Net Operating Costs of the jail for the prior month. For subsequent calendar years, the percentage owed shall be adjusted according to Section 4(b) below. The County will use reasonable efforts to bill the City within twenty (20) days after the close of a particular month.

(b) For calendar years following 2023, the percentage of the monthly Net Operating Costs that the City shall pay shall be the ratio of City Prisoner Days to Prisoner Days for the three year period beginning July 1st and ending June 30th of the preceding year. By way of example, the percentage of Net Operating Costs owed by the City each month for 2024 shall be the ratio of City Prisoner Days to Prisoner Days for the three year period beginning July 1, 2020, through June 30, 2023. For each calendar year after 2023, the County shall notify the City in writing of: (i) the percentage of the monthly Net Operating Costs that the City will owe for the upcoming year no later than September 1st of the preceding year; and (ii) the number of City Prisoner Days and

Prisoner Days used to calculate that percentage. No later than October 1, 2023, and each year thereafter the County shall provide the City with a copy of the preliminary draft Corrections Department budget for upcoming year.

(c) Administration Cost: In addition to the amounts owed under Sections 4(a) and 4(b) above, the City shall pay a monthly Administration Fee in the amount of five percent (5%) of the expenditures in the prior month from the Benton County Custody Budget and under bars code 5235000 (or its successor) from the Benton County Facilities Budget. The Administration Fee is not included in the expenditures from the Benton County Custody Budget of Facilities Budget.

(d) The City's obligations to pay for work crew costs is set forth in a separate agreement between the parties and not covered by this Agreement.

5. PAYMENT. (a) The County shall bill the City by submitting a monthly voucher to the City. The City shall pay the County the compensation set forth in Section 4 hereof within thirty (30) days from receipt of such voucher. Account balances overdue sixty (60) days or more will be subject to a service charge of 1% per month (12% per annum) commencing on the initial due date. Should it become necessary, all collection costs will be paid by the City. The City shall have twenty (20) days from the date of the monthly billing to dispute the amount of the voucher.

(b) The monthly billing statement from the County shall include: (i) the number of City Prisoner Days the City had for the prior month; and (ii) the monthly expenditures and revenues for the prior month.

6. MEDICAL COSTS AND TREATMENT.

(a) The County shall have the right to refuse to accept a City Prisoner who, at the time of delivery to the jail for confinement, is in need of medical attention, until the City has made arrangements satisfactory to the County, for such medical attention.

(b) The County will provide medical services for all City Prisoners in accordance with the policies and procedures adopted by the County.

- (c) It is within the County's sole discretion to determine whether a City Prisoner requires medication, medical care including mental health care) or dental treatment that is not available in the health care program within the jail.
- (d) The County agrees to use its best efforts to have Medicaid eligible medical expenses of City Prisoners paid by Medicaid.
- (e) The City shall not be required to make any payments for medical expenses in addition to the compensation owed to the County under Section 4 above.

7. TRANSPORTATION OF PRISONERS. The City shall be responsible for all transportation of City Prisoners to and from the Benton County Justice Center necessary for any reason, or the cost thereof if transportation is provided by the County at the applicable mileage reimbursement rate for private vehicle use set by the U.S. General Services Administration. The County reserves the right not to provide transportation of City Prisoners.

8. TRANSFER OF CUSTODY. (a) City police officers or any law enforcement on behalf thereof delivering persons to the jail for confinement shall provide the receiving officer of the jail with an arrest warrant, citation, court order, other documentation or a completed detention request form satisfactory to the receiving officer which indicates the legal basis for confinement of the person and, in the absence of such documentation, the receiving officer may refuse to accept the person for confinement.

(b) The County may also refuse to accept any City Prisoner for confinement if, in its sole discretion, it would be inappropriate to accept such person for security or safety reasons prompting the Chief of Corrections or his/her designee to conclude that it would be inappropriate for a particular person to be held in custody in the jail, including but not limited to familial, social or employment relationships between the person and one or more members of correctional staff.

(c) City police officers delivering persons to the jail for confinement shall remain in the immediate presence of such person, shall be responsible for such person and shall be considered to have such person in their sole custody until the jail receiving officer has accepted documentation for such person's confinement

and physical custody of that person and has indicated that the delivering officer may leave. At such time, and only at such time, will the County have assumed custody of and responsibility for the person to be confined.

(d) City Prisoners shall be subject to all applicable rules, regulations and standards governing the operation and security of the jail. All City officers delivering prisoners to the County jail shall comply with those rules, regulations and standards.

9. ACCESS TO PRISONERS. City police officers and investigators shall have the right to interview prisoners at any reasonable time within the jail. City police officers shall be afforded equal priority for use of jail interview rooms with other departments.

10. POSTING OF BAIL. The County shall serve as agent for the City in receipt of bail bonds or monies posted for City Prisoners.

11. SPECIAL PROGRAMS.

(a) Work Release. If it is desired that a City Prisoner participate in the jail work release program, City Prisoners shall be treated the same as County prisoners and shall be entitled to participate in the work release program solely upon a space available basis and qualification pursuant to Benton County Corrections' Department standards.

(b) Home Monitoring and Work Crew Prisoners participating in a home monitoring program or work crew shall not be included in the calculation of "City Prisoner Days" or "Prisoner Days" under Sections 2(d) or 2(f) of this Agreement. Work crew costs are not considered part of the Custody Budget under this Agreement and are recouped pursuant to a separate agreement, if any, between the parties and not under this Agreement.

The cost of providing home monitoring is part of the Custody Budget and is paid for by the City under this Agreement; provided, the County shall use all best efforts to collect as much of the cost of home monitoring from the City Prisoner as it can.

12. RELEASE OR LEAVE OF CITY PRISONERS. City Prisoners shall be permitted to leave the jail only:

- (a) upon the authorized, written request of the City police; or
- (b) by order of the Court having jurisdiction of a City Prisoner and the matter for which such prisoner is being confined; or
- (c) for appearance by the prisoner in the Court in which the prisoner has been charged; or
- (d) in compliance with a valid writ of habeas corpus, or
- (e) for necessary medical or dental treatment or care not available within the jail; or
- (f) when the prisoner has completed service of the sentence, the charge pending against the prisoner has been dismissed or bail or other satisfactory recognizance has been posted as required by the Court.

13. RECORDKEEPING. The County, based on consultation with the City's chief of police, agrees to maintain a system of record keeping to document the booking and confinement of each City Prisoner in such style and manner as is equivalent to the County's records pertaining to its prisoners. The County shall make copies of said records available upon request by the City. The City agrees to be bound by all applicable confidentiality laws regarding jail records.

14. INDEMNIFICATION.

- (a) The City shall indemnify and hold harmless the County and its officers, agents and employees from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever resulting from, arising out of or incident to any act or omission of the City, its officers, agents, or employees, in the performance of this Agreement or in arresting, detaining, charging, transporting, interrogating or otherwise dealing with persons either before or after presentation to and acceptance by the County for confinement in the jail. **With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the City expressly waives its immunities under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold**

harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of the City. This waiver is mutually negotiated by the parties.

In the event that any suit based upon such a claim, action, loss, cost, expense, or damage is brought against the County, the City shall defend the County at its sole cost and expense; provided, that the County retains the right to participate in any such suit if any principle of governmental or public law is involved. If final judgment is entered against the County, or its officers, agents, or employees, the City shall satisfy the same in full.

- (b) The County shall indemnify and hold harmless the City and its officers, agents and employees, from and against any and all damages of any nature whatsoever resulting from, arising out of or incident to any act or omission of the County, its officers, agents or employees, in the performance of this Agreement or in confining persons who have been presented by the City to and accepted by the County for confinement in the jail while said persons are in the jail or in the custody of the County outside the jail. **With respect to the performance of this Agreement and as to claims against the City, its officers, agents and employees, the County expressly waives its immunities under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of the County. This waiver is mutually negotiated by the parties.**

In the event any suit based upon such a claim, action, loss, cost, expense or damage is brought against the City, the County shall defend the City at its sole cost and expense; provided that the City retains the right to participate in such suit if any principle of governmental or public law is involved. If final judgment be rendered against the City or its officers, agents, or employees the County shall satisfy the same in full.

15. NON-DISCRIMINATION POLICY. It is the policy of Benton County that no person shall be subjected to discrimination by the County or by its contractors because of race, color, national origin, sex, age, religion, creed, marital status, sexual orientation,

disabled or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap.

16. AUTHORITY. This Agreement is executed in accordance with the authority of RCW 70.48.090 and Chapter 39.34 RCW, the Interlocal Cooperation Act. The following information is given pursuant to the provisions of RCW 39.34.030:

- (a) The duration of this Agreement shall be as set forth in Section 19 below;
- (b) Benton County shall be responsible for the administration of this Agreement as provided by Section 17 hereof.
- (c) The purpose of this Agreement is to permit the joint use of the Benton County jail facilities and services for confinement of prisoners of the parties to the Agreement thereby promoting maximum use and efficiency of the Benton County jail;
- (d) Termination of this Agreement shall be as provided in Section 20 hereof;
- (e) This Agreement shall be administered as provided in Section 17 hereof;
- (f) Unless otherwise specifically agreed by the parties in writing, all property, personal and real, utilized by the parties hereto in the execution of this Agreement shall remain the property of that party initially owning it; and
- (g) Nothing in this Agreement shall preclude the City from maintaining and utilizing its own holding facilities.

17. ADMINISTRATION. This Agreement shall be administered by Benton County.

- (a) Jail Facilities User Meetings. In order to promote a collaborative working relationship, a Jail Facilities User Meeting shall occur on a quarterly basis to ensure regular communications of all matters of concern regarding jail service, including but not limited to reviewing performance under this Agreement, cost trends, opportunities for cost savings, budget issues and service levels. Attendance at each

meeting is open to representatives from the City and other cities in the County.

- (b) The Jail Facilities User Meetings shall occur no less than four (4) times per year. The meetings shall occur at 2:00 p.m. on the first Wednesday of January, April, July and October of during the term of this Agreement.

18. REMEDIES. No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance on any occasion shall not constitute consent to or waiver of any continuation of nonperformance or any later nonperformance; nor does payment of a billing or continued performance after notice of a deficiency in performance constitute an acquiescence thereto.

19. DURATION. Upon its effective date, this Agreement supersedes the prior Agreement for Use of Jail Facilities between the parties. This Agreement shall be effective from January 1, 2023 through December 31, 2026.

20. TERMINATION. This agreement may be terminated prior to the end of its term by either party for cause upon not less than one hundred eighty (180) days' advance written notice. Said notice shall set forth the basis for termination.

[Remainder of Page Intentionally Left Blank]

21. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them respecting the subject matter hereof. There are no other representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto, or any of them, relating to the subject matter of this agreement. No amendment of or supplement to this Agreement shall be valid or effective unless made in writing and executed by the parties subsequent to the date of this Agreement.

Dated: _____

Dated: _____

BENTON COUNTY, WASHINGTON

CITY OF WEST RICHLAND,
WASHINGTON

SHON SMALL, Chairman

By: _____
Title: _____

JEROME DELVIN, Member

Approved as to Form:

Will McKay, Member


BRONSON BROWN
City Attorney

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

DATED: _____

Attest: _____
Clerk of the Board

Approved as to Form:



RYAN K. BROWN, Deputy
Prosecuting Attorney

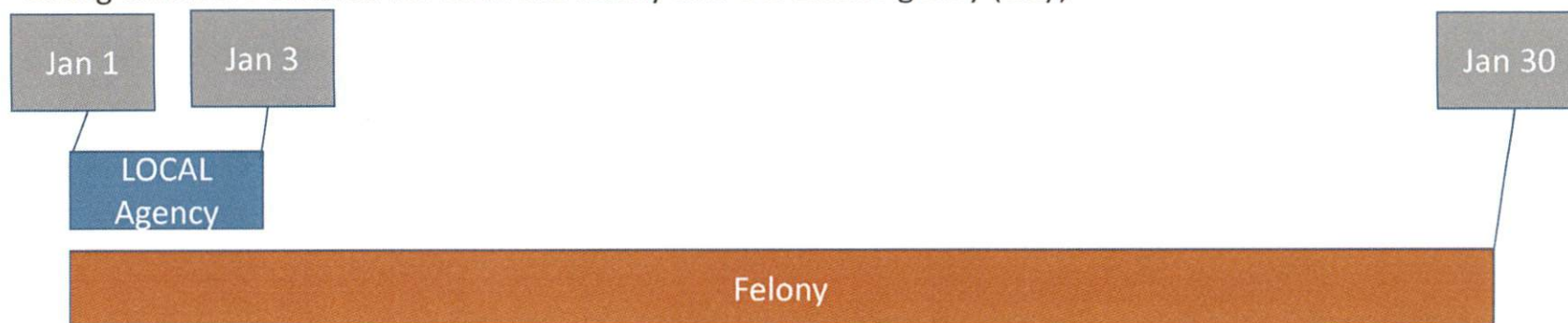
EXHIBIT A

Scenario 1 – 72hr Felony hold & Misdemeanor

Inmate is arrested on a 72 hour felony hold and city misdemeanor charges. Inmate is released on the misdemeanor after court a few days later but continues to be held on the felony.

Billing codes are entered for both the felony and the Local Agency (City)

Exhibit A



This results in the local agency being assessed for 50% of the bed days from Jan 1st – 3rd and the county being assessed 50% of the days from Jan 1st to the 3rd plus 100% of the days from the 4th to the 30th

Scenario 2 – 72hr Felony hold & Misdemeanor

Inmate is arrested on a 72 hour felony hold and city misdemeanor charges. The inmate is held on both charges for 30 days.

Billing codes are entered for both the felony and the Local Agency (City)

Exhibit A



This results in the local agency and the county each being assessed for 50% of the bed days from Jan 1st – 30th.

COMMISSIONERS' AGENDA ACTION SHEET

| | |
|--|--|
| Meeting Date: | September 20, 2022 |
| Subject: | Jail Use Agreement – City of Richland |
| Presenter: | Jerrod MacPherson |
| Prepared By: | Cami McKenzie |
| Reviewed By: | Jerrod MacPherson/Robert Guerrero/Ryan Brown |
| PA Review, Approval to Form: | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i> |
| Type of Agenda Item: | Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i> |
| <input type="checkbox"/> Consent Agenda | <input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Pass Motion |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution |
| <input checked="" type="checkbox"/> Scheduled Business | <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance |
| | <input checked="" type="checkbox"/> Execute Contract |

Summary / Background Information

The Jail Use Agreement between Benton County and the City of Richland will expire on December 31, 2022. The County Administrator has been negotiating a new agreement with the City of Richland and the parties have agreed to a new Jail Use Agreement, effective January 1, 2023 through December 31, 2026. The PA's office has reviewed and approved the agreement as to form.

Fiscal Impact

Recommendation

Recommend the Board approve the Jail Use Agreement with the City of Richland, as presented.

Suggested Motion

I move to approve the Agreement for Use of Jail Facilities between Benton County and the City of Richland, effective January 1, 2023 through December 31, 2026 as presented.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE AGREEMENT FOR USE OF JAIL FACILITIES BETWEEN BENTON COUNTY AND THE CITY OF RICHLAND

WHEREAS, per Resolution 2021-136 Benton County and the City of Richland executed an Agreement for the Use of Jail Facilities; and

WHEREAS, said agreement will terminate on December 31, 2022; and

WHEREAS, a new Agreement for Use of Jail Facilities has been negotiated and agreed to by both parties, with an effective date of January 1, 2023 through December 31, 2026; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners hereby concurs with the attached Agreement for Use of Jail Facilities between Benton County and the City of Richland and authorizes the Board to sign the same; and

BE IT FURTHER RESOLVED, the attached Agreement for Use of Jail Facilities between Benton County and the City of Richland is effective January 1, 2023 and terminates December 31, 2026.

Dated this ____ day of September, 2022.

Chairman of the Board

Chairman Pro Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

AGREEMENT FOR USE OF JAIL FACILITIES

THIS AGREEMENT is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington (hereinafter "County") and the City of RICHLAND, WASHINGTON, a municipal corporation (hereinafter "City").

For and in consideration of the conditions, covenants and agreements contained herein the parties agree as follows:

1. PURPOSE. The City, desiring to utilize Benton County Jail (hereinafter "jail") facilities and services, for the incarceration of City prisoners, in accordance with the Interlocal Cooperation Act (Chapter 39.34 RCW) and the City and County Jails Act (Chapter 70.48 RCW), hereby enters into an agreement with the County for use of the County jail facility and services for confinement of City prisoners. It is the purpose of this agreement to provide for the joint use by the parties of the jail facilities and services at the jail located at the Benton County Justice Center.

2. DEFINITIONS. (a) "Benton County Custody Budget" shall mean all expenditure items in such budget except for expenditures directly for the costs of work crews. The Custody Budget will include but not be limited to a depreciation expense in the amount of One Hundred Seventy Eight Thousand Dollars (\$178,000) per year and expense estimates for all medical expenses incurred in connection with medical treatment of inmates, whether such services are provided in the jail or outside of the jail.

(b) "Benton County Facilities Budget" shall mean that budget labeled as "Facilities" in the then current budget adopted by Benton County.

(c) "City Prisoner" shall mean a person who is booked into the jail pursuant to an arrest by a City police officer for the commission of a misdemeanor or gross misdemeanor, whether filed under state law or city ordinance. For the term of this agreement, should the City choose to repeal any or all of its ordinance provisions which would give rise to potential City jail time, such action will have no bearing on the computation of City prisoner days as defined below.

(d) "City Prisoner Day" shall mean every calendar day during which a City Prisoner is in the custody at the County jail during any portion of such calendar day and shall include when a City Prisoner is only booked and released. For example, if a City Prisoner is booked into jail at any time on January 1st and released at any time on January 4th, this constitutes four City Prisoner days. Provided, for each calendar day that a City Prisoner is in custody at the County jail with additional pending charges by the County or another city located within the County, then the City Prisoner Day for each such calendar day shall be a fraction consisting of one divided by the number of local jurisdictions with charges against the City Prisoner on that calendar day. While two examples of the implementation of this provision are reflected on Exhibit A attached hereto assuming concurrent charges by the County and the City, the language also applies when there are concurrent charges by cities within the County.

"City Prisoner Day" shall also include prisoners who participate in the work release program.

(e) "Net Operating Cost" of the jail shall be calculated monthly as follows: (i) All expenditures in a particular month from the Benton County Custody Budget and all expenditures for that month under bars code 5235000 (or its successor) of the Benton County Facilities Budget, less (ii) all reimbursement payments from any inmate or from another governmental entity for the costs of home monitoring (currently bars code 3423600.0000.34135); medical costs (currently bars codes 3423600.0000.34136, 3423600.0000.34137, and 3423600.0000.34140); work release (currently bars code 3423600.0000.34141); incentive payments from the Social Security Administration (currently bars code 3423600.0000.34138), less (iii) payments received from a governmental entity not within Benton County for incarceration of inmates, and less (iv) expenditures that are reimbursed by third party grants; provided that reimbursements to the County from the State of Washington for the costs of incarcerating convicted felons pursuant to Chapter 137-75 of the Washington Administrative Code (OAA Offenders) shall not be deducted in the calculation of "Net Operating Costs".

(f) "Prisoner Day" shall mean every calendar day that any prisoner is in custody at the County jail due to charges by the County, the City or any other city located within the County, or is arrested in the County under the Offender Accountability Act for violating the terms of community supervision imposed by the Benton County

Superior Court, and shall include calendar days when a prisoner is only booked and released. For example, if a prisoner is booked into jail at any time on January 1st and released at any time on January 4th, this shall be four Prisoner Days. Calendar days that any prisoner is in custody at the County Jail solely due to out of county warrants, detainers by US Marshal Service or Department of Correction (DOC) holds are not Prisoner Days unless the DOC hold is for violating the terms of community supervision imposed by a Benton County Superior Court.

"Prisoner Day" shall also include prisoners who participate in the work release program.

3. AVAILABILITY OF JAIL FACILITIES. The jail facilities and services shall be available for confinement of City Prisoners held upon arrest, awaiting trial, and serving sentences of jail terms on a space available basis; provided, confinement of City prisoners will be given priority over confinement of Prisoners for jurisdictions from outside of Benton County.

4. COMPENSATION FROM CITY. The City shall pay the County as compensation for its provision of jail facilities and services as specified herein.

(a) For incarceration of City Prisoners between January 1, 2023, and December 31, 2023, the City shall pay to the County a monthly amount equal to 7.49% of the Net Operating Costs of the jail for the prior month. For subsequent calendar years, the percentage owed shall be adjusted according to Section 4(b) below. The County will use reasonable efforts to bill the City within twenty (20) days after the close of a particular month.

(b) For calendar years following 2023, the percentage of the monthly Net Operating Costs that the City shall pay shall be the ratio of City Prisoner Days to Prisoner Days for the three year period beginning July 1st and ending June 30th of the preceding year. By way of example, the percentage of Net Operating Costs owed by the City each month for 2024 shall be the ratio of City Prisoner Days to Prisoner Days for the three year period beginning July 1, 2020, through June 30, 2023. For each calendar year after 2023, the County shall notify the City in writing of: (i) the percentage of the monthly Net Operating Costs that the City will owe for the upcoming year no later than September 1st of the preceding year; and (ii) the number of City Prisoner Days and

Prisoner Days used to calculate that percentage. No later than October 1, 2023, and each year thereafter the County shall provide the City with a copy of the preliminary draft Corrections Department budget for upcoming year.

(c) Administration Cost: In addition to the amounts owed under Sections 4(a) and 4(b) above, the City shall pay a monthly Administration Fee in the amount of five percent (5%) of the expenditures in the prior month from the Benton County Custody Budget and under bars code 5235000 (or its successor) from the Benton County Facilities Budget. The Administration Fee is not included in the expenditures from the Benton County Custody Budget of Facilities Budget.

(d) The City's obligations to pay for work crew costs is set forth in a separate agreement between the parties and not covered by this Agreement.

5. PAYMENT. (a) The County shall bill the City by submitting a monthly voucher to the City. The City shall pay the County the compensation set forth in Section 4 hereof within thirty (30) days from receipt of such voucher. Account balances overdue sixty (60) days or more will be subject to a service charge of 1% per month (12% per annum) commencing on the initial due date. Should it become necessary, all collection costs will be paid by the City. The City shall have twenty (20) days from the date of the monthly billing to dispute the amount of the voucher.

(b) The monthly billing statement from the County shall include:

(i) the number of City Prisoner Days the City had for the prior month; and (ii) the monthly expenditures and revenues for the prior month.

6. MEDICAL COSTS AND TREATMENT.

(a) The County shall have the right to refuse to accept a City Prisoner who, at the time of delivery to the jail for confinement, is in need of medical attention, until the City has made arrangements satisfactory to the County, for such medical attention.

- (b) The County will provide medical services for all City Prisoners in accordance with the policies and procedures adopted by the County.
- (c) It is within the County's sole discretion to determine whether a City Prisoner requires medication, medical care including mental health care) or dental treatment that is not available in the health care program within the jail.
- (d) The County agrees to use its best efforts to have Medicaid eligible medical expenses of City Prisoners paid by Medicaid.
- (e) The City shall not be required to make any payments for medical expenses in addition to the compensation owed to the County under Section 4 above.

7. TRANSPORTATION OF PRISONERS. The City shall be responsible for all transportation of City Prisoners to and from the Benton County Justice Center necessary for any reason, or the cost thereof if transportation is provided by the County at the applicable mileage reimbursement rate for private vehicle use set by the U.S. General Services Administration. The County reserves the right not to provide transportation of City Prisoners.

8. TRANSFER OF CUSTODY. (a) City police officers or any law enforcement on behalf thereof delivering persons to the jail for confinement shall provide the receiving officer of the jail with an arrest warrant, citation, court order, other documentation or a completed detention request form satisfactory to the receiving officer which indicates the legal basis for confinement of the person and, in the absence of such documentation, the receiving officer may refuse to accept the person for confinement.

(b) The County may also refuse to accept any City Prisoner for confinement if, in its sole discretion, it would be inappropriate to accept such person for security or safety reasons prompting the Chief of Corrections or his/her designee to conclude that it would be inappropriate for a particular person to be held in custody in the jail, including but not limited to familial, social or employment relationships between the person and one or more members of correctional staff.

(c) City police officers delivering persons to the jail for confinement shall remain in the immediate presence of such person,

shall be responsible for such person and shall be considered to have such person in their sole custody until the jail receiving officer has accepted documentation for such person's confinement and physical custody of that person and has indicated that the delivering officer may leave. At such time, and only at such time, will the County have assumed custody of and responsibility for the person to be confined.

(d) City Prisoners shall be subject to all applicable rules, regulations and standards governing the operation and security of the jail. All City officers delivering prisoners to the County jail shall comply with those rules, regulations and standards.

9. ACCESS TO PRISONERS. City police officers and investigators shall have the right to interview prisoners at any reasonable time within the jail. City police officers shall be afforded equal priority for use of jail interview rooms with other departments.

10. POSTING OF BAIL. The County shall serve as agent for the City in receipt of bail bonds or monies posted for City Prisoners.

11. SPECIAL PROGRAMS.

(a) Work Release. If it is desired that a City Prisoner participate in the jail work release program, City Prisoners shall be treated the same as County prisoners and shall be entitled to participate in the work release program solely upon a space available basis and qualification pursuant to Benton County Corrections' Department standards.

(b) Home Monitoring and Work Crew Prisoners participating in a home monitoring program or work crew shall not be included in the calculation of "City Prisoner Days" or "Prisoner Days" under Sections 2(d) or 2(f) of this Agreement. Work crew costs are not considered part of the Custody Budget under this Agreement and are recouped pursuant to a separate agreement, if any, between the parties and not under this Agreement.

The cost of providing home monitoring is part of the Custody Budget and is paid for by the City under this Agreement; provided, the County shall use all best efforts to collect as much of the cost of home monitoring from the City Prisoner as it can.

12. RELEASE OR LEAVE OF CITY PRISONERS. City Prisoners shall be permitted to leave the jail only:

- (a) upon the authorized, written request of the City police; or
- (b) by order of the Court having jurisdiction of a City Prisoner and the matter for which such prisoner is being confined; or
- (c) for appearance by the prisoner in the Court in which the prisoner has been charged; or
- (d) in compliance with a valid writ of habeas corpus, or
- (e) for necessary medical or dental treatment or care not available within the jail; or
- (f) when the prisoner has completed service of the sentence, the charge pending against the prisoner has been dismissed or bail or other satisfactory recognizance has been posted as required by the Court.

13. RECORDKEEPING. The County, based on consultation with the City's chief of police, agrees to maintain a system of record keeping to document the booking and confinement of each City Prisoner in such style and manner as is equivalent to the County's records pertaining to its prisoners. The County shall make copies of said records available upon request by the City. The City agrees to be bound by all applicable confidentiality laws regarding jail records.

14. INDEMNIFICATION.

- (a) The City shall indemnify and hold harmless the County and its officers, agents and employees from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever resulting from, arising out of or incident to any act or omission of the City, its officers, agents, or employees, in the performance of this Agreement or in arresting, detaining, charging, transporting, interrogating or otherwise dealing with persons either before or after presentation to and acceptance by the County for confinement in the jail. **With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the City expressly waives its**

immunities under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of the City. This waiver is mutually negotiated by the parties.

In the event that any suit based upon such a claim, action, loss, cost, expense, or damage is brought against the County, the City shall defend the County at its sole cost and expense; provided, that the County retains the right to participate in any such suit if any principle of governmental or public law is involved. If final judgment is entered against the County, or its officers, agents, or employees, the City shall satisfy the same in full.

- (b) The County shall indemnify and hold harmless the City and its officers, agents and employees, from and against any and all damages of any nature whatsoever resulting from, arising out of or incident to any act or omission of the County, its officers, agents or employees, in the performance of this Agreement or in confining persons who have been presented by the City to and accepted by the County for confinement in the jail while said persons are in the jail or in the custody of the County outside the jail. **With respect to the performance of this Agreement and as to claims against the City, its officers, agents and employees, the County expressly waives its immunities under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of the County. This waiver is mutually negotiated by the parties.**

In the event any suit based upon such a claim, action, loss, cost, expense or damage is brought against the City, the County shall defend the City at its sole cost and expense; provided that the City retains the right to participate in such suit if any principle of governmental or public law is involved. If final judgment be rendered against the City or its officers, agents, or employees the County shall satisfy the same in full.

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

16. AUTHORITY. This Agreement is executed in accordance with the authority of RCW 70.48.090 and Chapter 39.34 RCW, the Interlocal Cooperation Act. The following information is given pursuant to the provisions of RCW 39.34.030:

- (a) The duration of this Agreement shall be as set forth in Section 19 below;
- (b) Benton County shall be responsible for the administration of this Agreement as provided by Section 17 hereof.
- (c) The purpose of this Agreement is to permit the joint use of the Benton County jail facilities and services for confinement of prisoners of the parties to the Agreement thereby promoting maximum use and efficiency of the Benton County jail;
- (d) Termination of this Agreement shall be as provided in Section 20 hereof;
- (e) This Agreement shall be administered as provided in Section 17 hereof;
- (f) Unless otherwise specifically agreed by the parties in writing, all property, personal and real, utilized by the parties hereto in the execution of this Agreement shall remain the property of that party initially owning it; and
- (g) Nothing in this Agreement shall preclude the City from maintaining and utilizing its own holding facilities.

17. ADMINISTRATION. This Agreement shall be administered by Benton County.

- (a) Jail Facilities User Meetings. In order to promote a collaborative working relationship, a Jail Facilities User Meeting shall occur on a quarterly basis to ensure regular

communications of all matters of concern regarding jail service, including but not limited to reviewing performance under this Agreement, cost trends, opportunities for cost savings, budget issues and service levels. Attendance at each meeting is open to representatives from the City and other cities in the County.

- (b) The Jail Facilities User Meetings shall occur no less than four (4) times per year. The meetings shall occur at 2:00 p.m. on the first Wednesday of January, April, July and October of during the term of this Agreement.

18. REMEDIES. No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance on any occasion shall not constitute consent to or waiver of any continuation of nonperformance or any later nonperformance; nor does payment of a billing or continued performance after notice of a deficiency in performance constitute an acquiescence thereto.

19. DURATION. Upon its effective date, this Agreement supersedes the prior Agreement for Use of Jail Facilities between the parties. This Agreement shall be effective from January 1, 2023 through December 31, 2026.

20. TERMINATION. This agreement may be terminated prior to the end of its term by either party for cause upon not less than one hundred eighty (180) days' advance written notice. Said notice shall set forth the basis for termination.

[Remainder of Page Intentionally Left Blank]

21. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them respecting the subject matter hereof. There are no other representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto, or any of them, relating to the subject matter of this agreement. No amendment of or supplement to this Agreement shall be valid or effective unless made in writing and executed by the parties subsequent to the date of this Agreement.

Dated: _____

Dated: _____

BENTON COUNTY, WASHINGTON

CITY OF RICHLAND, WASHINGTON

SHON SMALL, Chairman.

By: _____
Title: _____

JEROME DELVIN, Member.

Approved as to Form:

Will McKay, Member.

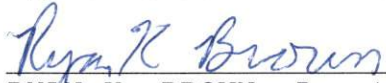
HEATHER KINTZLEY
City Attorney

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

DATED: _____

Attest: _____
Clerk of the Board

Approved as to Form:



RYAN K. BROWN, Deputy
Prosecuting Attorney

EXHIBIT A

Scenario 1 – 72hr Felony hold & Misdemeanor

Inmate is arrested on a 72 hour felony hold and city misdemeanor charges. Inmate is released on the misdemeanor after court a few days later but continues to be held on the felony.

Billing codes are entered for both the felony and the Local Agency (City)



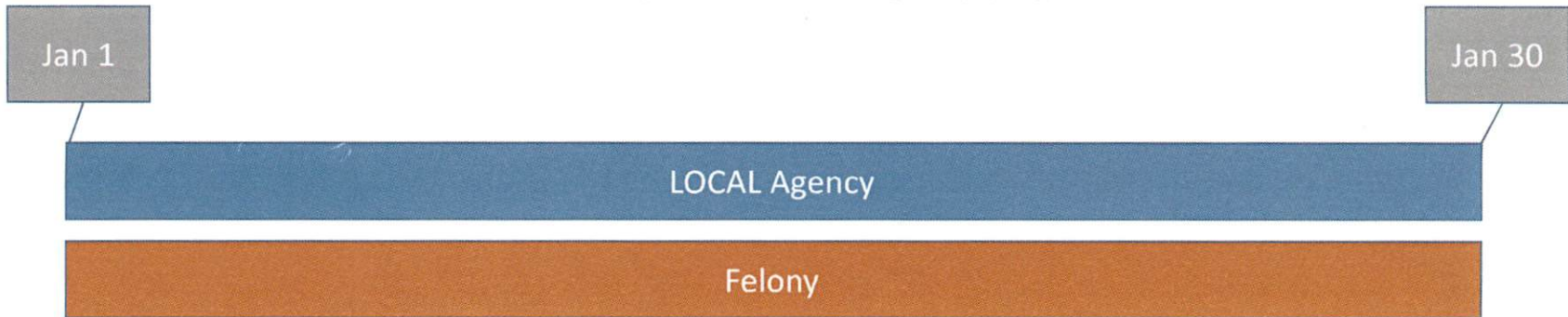
This results in the local agency being assessed for 50% of the bed days from Jan 1st – 3rd and the county being assessed 50% of the days from Jan 1st to the 3rd plus 100% of the days from the 4th to the 30th

Scenario 2 – 72hr Felony hold & Misdemeanor

Inmate is arrested on a 72 hour felony hold and city misdemeanor charges. The inmate is held on both charges for 30 days.

Billing codes are entered for both the felony and the Local Agency (City)

Exhibit A



This results in the local agency and the county each being assessed for 50% of the bed days from Jan 1st – 30th.

COMMISSIONERS' AGENDA ACTION SHEET

| | |
|--|---|
| Meeting Date: | September 20, 2022 |
| Subject: | Jail Use Agreement – City of Prosser |
| Presenter: | Jerrod MacPherson |
| Prepared By: | Cami McKenzie |
| Reviewed By: | Jerrod MacPherson/Robert Guerrero/Ryan Brown |
| PA Review, Approval to Form: | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i> |
| Type of Agenda Item: | Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i> |
| <input type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Scheduled Business | <input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document <input checked="" type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input checked="" type="checkbox"/> Execute Contract |

Summary / Background Information

The Jail Use Agreement between Benton County and the City of Prosser will expire on December 31, 2022. The County Administrator has been negotiating a new agreement with the City of Prosser and the parties have agreed to a new Jail Use Agreement, effective January 1, 2023 through December 31, 2026. The PA's office has reviewed and approved the agreement as to form.

Fiscal Impact

Recommendation

Recommend the Board approve the Jail Use Agreement with the City of Prosser, as presented.

Suggested Motion

I move to approve the Agreement for Use of Jail Facilities between Benton County and the City of Prosser, effective January 1, 2023 through December 31, 2026 as presented.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE AGREEMENT FOR USE OF JAIL FACILITIES BETWEEN BENTON COUNTY AND THE CITY OF PROSSER

WHEREAS, per Resolution 2021-135 Benton County and the City of Prosser executed an Agreement for the Use of Jail Facilities; and

WHEREAS, said agreement will terminate on December 31, 2022; and

WHEREAS, a new Agreement for Use of Jail Facilities has been negotiated and agreed to by both parties, with an effective date of January 1, 2023 through December 31, 2026; **NOW, THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners hereby concurs with the attached Agreement for Use of Jail Facilities between Benton County and the City of Prosser and authorizes the Board to sign the same; and

BE IT FURTHER RESOLVED, the attached Agreement for Use of Jail Facilities between Benton County and the City of Prosser is effective January 1, 2023 and terminates December 31, 2026.

Dated this _____ day of September, 2022.

Chairman of the Board

Chairman Pro Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

AGREEMENT FOR USE OF JAIL FACILITIES

THIS AGREEMENT is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington (hereinafter "County") and the City of PROSSER, WASHINGTON, a municipal corporation (hereinafter "City").

For and in consideration of the conditions, covenants and agreements contained herein the parties agree as follows:

1. PURPOSE. The City, desiring to utilize Benton County Jail (hereinafter "jail") facilities and services, for the incarceration of City prisoners, in accordance with the Interlocal Cooperation Act (Chapter 39.34 RCW) and the City and County Jails Act (Chapter 70.48 RCW), hereby enters into an agreement with the County for use of the County jail facility and services for confinement of City prisoners. It is the purpose of this agreement to provide for the joint use by the parties of the jail facilities and services at the jail located at the Benton County Justice Center.

2. DEFINITIONS. (a) "Benton County Custody Budget" shall mean all expenditure items in such budget except for expenditures directly for the costs of work crews. The Custody Budget will include but not be limited to a depreciation expense in the amount of One Hundred Seventy Eight Thousand Dollars (\$178,000) per year and expense estimates for all medical expenses incurred in connection with medical treatment of inmates, whether such services are provided in the jail or outside of the jail.

(b) "Benton County Facilities Budget" shall mean that budget labeled as "Facilities" in the then current budget adopted by Benton County.

(c) "City Prisoner" shall mean a person who is booked into the jail pursuant to an arrest by a City police officer for the commission of a misdemeanor or gross misdemeanor, whether filed under state law or city ordinance. For the term of this agreement, should the City choose to repeal any or all of its ordinance provisions which would give rise to potential City jail time, such action will have no bearing on the computation of City prisoner days as defined below.

(d) "City Prisoner Day" shall mean every calendar day during which a City Prisoner is in the custody at the County jail during any portion of such calendar day and shall include when a City Prisoner is only booked and released. For example, if a City Prisoner is booked into jail at any time on January 1st and released at any time on January 4th, this constitutes four City Prisoner days. Provided, for each calendar day that a City Prisoner is in custody at the County jail with additional pending charges by the County or another city located within the County, then the City Prisoner Day for each such calendar day shall be a fraction consisting of one divided by the number of local jurisdictions with charges against the City Prisoner on that calendar day. While two examples of the implementation of this provision are reflected on Exhibit A attached hereto assuming concurrent charges by the County and the City, the language also applies when there are concurrent charges by cities within the County.

"City Prisoner Day" shall also include prisoners who participate in the work release program.

(e) "Net Operating Cost" of the jail shall be calculated monthly as follows: (i) All expenditures in a particular month from the Benton County Custody Budget and all expenditures for that month under bars code 5235000 (or its successor) of the Benton County Facilities Budget, less (ii) all reimbursement payments from any inmate or from another governmental entity for the costs of home monitoring (currently bars code 3423600.0000.34135); medical costs (currently bars codes 3423600.0000.34136, 3423600.0000.34137, and 3423600.0000.34140); work release (currently bars code 3423600.0000.34141); incentive payments from the Social Security Administration (currently bars code 3423600.0000.34138), less (iii) payments received from a governmental entity not within Benton County for incarceration of inmates, and less (iv) expenditures that are reimbursed by third party grants; provided that reimbursements to the County from the State of Washington for the costs of incarcerating convicted felons pursuant to Chapter 137-75 of the Washington Administrative Code (OAA Offenders) shall not be deducted in the calculation of "Net Operating Costs".

(f) "Prisoner Day" shall mean every calendar day that any prisoner is in custody at the County jail due to charges by the County, the City or any other city located within the County, or is arrested in the County under the Offender Accountability Act for violating the terms of community supervision imposed by the Benton County

Superior Court, and shall include calendar days when a prisoner is only booked and released. For example, if a prisoner is booked into jail at any time on January 1st and released at any time on January 4th, this shall be four Prisoner Days. Calendar days that any prisoner is in custody at the County Jail solely due to out of county warrants, detainers by US Marshal Service or Department of Correction (DOC) holds are not Prisoner Days unless the DOC hold is for violating the terms of community supervision imposed by a Benton County Superior Court.

"Prisoner Day" shall also include prisoners who participate in the work release program.

3. AVAILABILITY OF JAIL FACILITIES. The jail facilities and services shall be available for confinement of City Prisoners held upon arrest, awaiting trial, and serving sentences of jail terms on a space available basis; provided, confinement of City prisoners will be given priority over confinement of Prisoners for jurisdictions from outside of Benton County.

4. COMPENSATION FROM CITY. The City shall pay the County as compensation for its provision of jail facilities and services as specified herein.

(a) For incarceration of City Prisoners between January 1, 2023, and December 31, 2023, the City shall pay to the County a monthly amount equal to 0.89% of the Net Operating Costs of the jail for the prior month. For subsequent calendar years, the percentage owed shall be adjusted according to Section 4(b) below. The County will use reasonable efforts to bill the City within twenty (20) days after the close of a particular month.

(b) For calendar years following 2023, the percentage of the monthly Net Operating Costs that the City shall pay shall be the ratio of City Prisoner Days to Prisoner Days for the three year period beginning July 1st and ending June 30th of the preceding year. By way of example, the percentage of Net Operating Costs owed by the City each month for 2024 shall be the ratio of City Prisoner Days to Prisoner Days for the three year period beginning July 1, 2020, through June 30, 2023. For each calendar year after 2023, the County shall notify the City in writing of: (i) the percentage of the monthly Net Operating Costs that the City will owe for the upcoming year no later than September 1st of the preceding year; and (ii) the number of City Prisoner Days and

Prisoner Days used to calculate that percentage. No later than October 1, 2023, and each year thereafter the County shall provide the City with a copy of the preliminary draft Corrections Department budget for upcoming year.

(c) Administration Cost: In addition to the amounts owed under Sections 4(a) and 4(b) above, the City shall pay a monthly Administration Fee in the amount of five percent (5%) of the expenditures in the prior month from the Benton County Custody Budget and under bars code 5235000 (or its successor) from the Benton County Facilities Budget. The Administration Fee is not included in the expenditures from the Benton County Custody Budget of Facilities Budget.

(d) The City's obligations to pay for work crew costs is set forth in a separate agreement between the parties and not covered by this Agreement.

5. PAYMENT. (a) The County shall bill the City by submitting a monthly voucher to the City. The City shall pay the County the compensation set forth in Section 4 hereof within thirty (30) days from receipt of such voucher. Account balances overdue sixty (60) days or more will be subject to a service charge of 1% per month (12% per annum) commencing on the initial due date. Should it become necessary, all collection costs will be paid by the City. The City shall have twenty (20) days from the date of the monthly billing to dispute the amount of the voucher.

(b) The monthly billing statement from the County shall include: (i) the number of City Prisoner Days the City had for the prior month; and (ii) the monthly expenditures and revenues for the prior month.

6. MEDICAL COSTS AND TREATMENT.

(a) The County shall have the right to refuse to accept a City Prisoner who, at the time of delivery to the jail for confinement, is in need of medical attention, until the City has made arrangements satisfactory to the County, for such medical attention.

(b) The County will provide medical services for all City Prisoners in accordance with the policies and procedures adopted by the County.

- (c) It is within the County's sole discretion to determine whether a City Prisoner requires medication, medical care including mental health care) or dental treatment that is not available in the health care program within the jail.
- (d) The County agrees to use its best efforts to have Medicaid eligible medical expenses of City Prisoners paid by Medicaid.
- (e) The City shall not be required to make any payments for medical expenses in addition to the compensation owed to the County under Section 4 above.

7. TRANSPORTATION OF PRISONERS. The City shall be responsible for all transportation of City Prisoners to and from the Benton County Justice Center necessary for any reason, or the cost thereof if transportation is provided by the County at the applicable mileage reimbursement rate for private vehicle use set by the U.S. General Services Administration. The County reserves the right not to provide transportation of City Prisoners.

8. TRANSFER OF CUSTODY. (a) City police officers or any law enforcement on behalf thereof delivering persons to the jail for confinement shall provide the receiving officer of the jail with an arrest warrant, citation, court order, other documentation or a completed detention request form satisfactory to the receiving officer which indicates the legal basis for confinement of the person and, in the absence of such documentation, the receiving officer may refuse to accept the person for confinement.

(b) The County may also refuse to accept any City Prisoner for confinement if, in its sole discretion, it would be inappropriate to accept such person for security or safety reasons prompting the Chief of Corrections or his/her designee to conclude that it would be inappropriate for a particular person to be held in custody in the jail, including but not limited to familial, social or employment relationships between the person and one or more members of correctional staff.

(c) City police officers delivering persons to the jail for confinement shall remain in the immediate presence of such person, shall be responsible for such person and shall be considered to have such person in their sole custody until the jail receiving officer has accepted documentation for such person's confinement and physical custody of that person and has indicated that the

delivering officer may leave. At such time, and only at such time, will the County have assumed custody of and responsibility for the person to be confined.

(d) City Prisoners shall be subject to all applicable rules, regulations and standards governing the operation and security of the jail. All City officers delivering prisoners to the County jail shall comply with those rules, regulations and standards.

9. ACCESS TO PRISONERS. City police officers and investigators shall have the right to interview prisoners at any reasonable time within the jail. City police officers shall be afforded equal priority for use of jail interview rooms with other departments.

10. POSTING OF BAIL. The County shall serve as agent for the City in receipt of bail bonds or monies posted for City Prisoners.

11. SPECIAL PROGRAMS.

(a) Work Release. If it is desired that a City Prisoner participate in the jail work release program, City Prisoners shall be treated the same as County prisoners and shall be entitled to participate in the work release program solely upon a space available basis and qualification pursuant to Benton County Corrections' Department standards.

(b) Home Monitoring and Work Crew Prisoners participating in a home monitoring program or work crew shall not be included in the calculation of "City Prisoner Days" or "Prisoner Days" under Sections 2(d) or 2(f) of this Agreement. Work crew costs are not considered part of the Custody Budget under this Agreement and are recouped pursuant to a separate agreement, if any, between the parties and not under this Agreement.

The cost of providing home monitoring is part of the Custody Budget and is paid for by the City under this Agreement; provided, the County shall use all best efforts to collect as much of the cost of home monitoring from the City Prisoner as it can.

12. RELEASE OR LEAVE OF CITY PRISONERS. City Prisoners shall be permitted to leave the jail only:

- (a) upon the authorized, written request of the City police; or
- (b) by order of the Court having jurisdiction of a City Prisoner and the matter for which such prisoner is being confined; or
- (c) for appearance by the prisoner in the Court in which the prisoner has been charged; or
- (d) in compliance with a valid writ of habeas corpus, or
- (e) for necessary medical or dental treatment or care not available within the jail; or
- (f) when the prisoner has completed service of the sentence, the charge pending against the prisoner has been dismissed or bail or other satisfactory recognizance has been posted as required by the Court.

13. RECORDKEEPING. The County, based on consultation with the City's chief of police, agrees to maintain a system of record keeping to document the booking and confinement of each City Prisoner in such style and manner as is equivalent to the County's records pertaining to its prisoners. The County shall make copies of said records available upon request by the City. The City agrees to be bound by all applicable confidentiality laws regarding jail records.

14. INDEMNIFICATION.

- (a) The City shall indemnify and hold harmless the County and its officers, agents and employees from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever resulting from, arising out of or incident to any act or omission of the City, its officers, agents, or employees, in the performance of this Agreement or in arresting, detaining, charging, transporting, interrogating or otherwise dealing with persons either before or after presentation to and acceptance by the County for confinement in the jail. **With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the City expressly waives its immunities under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold**

harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of the City. This waiver is mutually negotiated by the parties.

In the event that any suit based upon such a claim, action, loss, cost, expense, or damage is brought against the County, the City shall defend the County at its sole cost and expense; provided, that the County retains the right to participate in any such suit if any principle of governmental or public law is involved. If final judgment is entered against the County, or its officers, agents, or employees, the City shall satisfy the same in full.

- (b) The County shall indemnify and hold harmless the City and its officers, agents and employees, from and against any and all damages of any nature whatsoever resulting from, arising out of or incident to any act or omission of the County, its officers, agents or employees, in the performance of this Agreement or in confining persons who have been presented by the City to and accepted by the County for confinement in the jail while said persons are in the jail or in the custody of the County outside the jail. **With respect to the performance of this Agreement and as to claims against the City, its officers, agents and employees, the County expressly waives its immunities under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of the County. This waiver is mutually negotiated by the parties.**

In the event any suit based upon such a claim, action, loss, cost, expense or damage is brought against the City, the County shall defend the City at its sole cost and expense; provided that the City retains the right to participate in such suit if any principle of governmental or public law is involved. If final judgment be rendered against the City or its officers, agents, or employees the County shall satisfy the same in full.

15. NON-DISCRIMINATION POLICY. It is the policy of Benton County that no person shall be subjected to discrimination by the County or by its contractors because of race, color, national origin, sex, age, religion, creed, marital status, sexual orientation,

disabled or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap.

16. AUTHORITY. This Agreement is executed in accordance with the authority of RCW 70.48.090 and Chapter 39.34 RCW, the Interlocal Cooperation Act. The following information is given pursuant to the provisions of RCW 39.34.030:

- (a) The duration of this Agreement shall be as set forth in Section 19 below;
- (b) Benton County shall be responsible for the administration of this Agreement as provided by Section 17 hereof.
- (c) The purpose of this Agreement is to permit the joint use of the Benton County jail facilities and services for confinement of prisoners of the parties to the Agreement thereby promoting maximum use and efficiency of the Benton County jail;
- (d) Termination of this Agreement shall be as provided in Section 20 hereof;
- (e) This Agreement shall be administered as provided in Section 17 hereof;
- (f) Unless otherwise specifically agreed by the parties in writing, all property, personal and real, utilized by the parties hereto in the execution of this Agreement shall remain the property of that party initially owning it; and
- (g) Nothing in this Agreement shall preclude the City from maintaining and utilizing its own holding facilities.

17. ADMINISTRATION. This Agreement shall be administered by Benton County.

- (a) Jail Facilities User Meetings. In order to promote a collaborative working relationship, a Jail Facilities User Meeting shall occur on a quarterly basis to ensure regular communications of all matters of concern regarding jail service, including but not limited to reviewing performance under this Agreement, cost trends, opportunities for cost savings, budget issues and service levels. Attendance at each

meeting is open to representatives from the City and other cities in the County.

- (b) The Jail Facilities User Meetings shall occur no less than four (4) times per year. The meetings shall occur at 2:00 p.m. on the first Wednesday of January, April, July and October of during the term of this Agreement.

18. REMEDIES. No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance on any occasion shall not constitute consent to or waiver of any continuation of nonperformance or any later nonperformance; nor does payment of a billing or continued performance after notice of a deficiency in performance constitute an acquiescence thereto.

19. DURATION. Upon its effective date, this Agreement supersedes the prior Agreement for Use of Jail Facilities between the parties. This Agreement shall be effective from January 1, 2023 through December 31, 2026.

20. TERMINATION. This agreement may be terminated prior to the end of its term by either party for cause upon not less than one hundred eighty (180) days' advance written notice. Said notice shall set forth the basis for termination.

[Remainder of Page Intentionally Left Blank]

21. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them respecting the subject matter hereof. There are no other representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto, or any of them, relating to the subject matter of this agreement. No amendment of or supplement to this Agreement shall be valid or effective unless made in writing and executed by the parties subsequent to the date of this Agreement.

Dated: _____

Dated: _____

BENTON COUNTY, WASHINGTON

CITY OF PROSSER, WASHINGTON

SHON SMALL, Chairman

By: _____
Title: _____

JEROME DELVIN, Member

Approved as to Form:

Will McKay, Member


HOWARD SAXTON
City Attorney

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

DATED: _____

Attest: _____
Clerk of the Board

Approved as to Form:



RYAN K. BROWN, Deputy
Prosecuting Attorney

EXHIBIT A

Scenario 1 – 72hr Felony hold & Misdemeanor

Inmate is arrested on a 72 hour felony hold and city misdemeanor charges. Inmate is released on the misdemeanor after court a few days later but continues to be held on the felony.

Billing codes are entered for both the felony and the Local Agency (City)

Exhibit A



This results in the local agency being assessed for 50% of the bed days from Jan 1st – 3rd and the county being assessed 50% of the days from Jan 1st to the 3rd plus 100% of the days from the 4th to the 30th

Scenario 2 – 72hr Felony hold & Misdemeanor

Inmate is arrested on a 72 hour felony hold and city misdemeanor charges. The inmate is held on both charges for 30 days.

Billing codes are entered for both the felony and the Local Agency (City)



This results in the local agency and the county each being assessed for 50% of the bed days from Jan 1st – 30th.

COMMISSIONERS' AGENDA ACTION SHEET

| | |
|--|---|
| Meeting Date: | September 20, 2022 |
| Subject: | Jail Use Agreement – City of Kennewick |
| Presenter: | Jerrod MacPherson |
| Prepared By: | Cami McKenzie |
| Reviewed By: | Jerrod MacPherson/Robert Guerrero/Ryan Brown |
| PA Review, Approval to Form: | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i> |
| Type of Agenda Item: | Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i> |
| <input type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Scheduled Business | <input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document <input checked="" type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input checked="" type="checkbox"/> Execute Contract |

Summary / Background Information

The Jail Use Agreement between Benton County and the City of Kennewick will expire on December 31, 2022. The County Administrator has been negotiating a new jail use agreement with the City of Kennewick and the parties have agreed to a new agreement, effective January 1, 2023 through December 31, 2026. The PA's office has reviewed and approved the agreement as to form.

Fiscal Impact

Recommendation

Recommend the Board approve the Jail Use Agreement with the City of Kennewick, as presented.

Suggested Motion

I move to approve the Agreement for Use of Jail Facilities between Benton County and City of Kennewick, effective January 1, 2023 through December 31, 2026 as presented.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE AGREEMENT FOR USE OF JAIL FACILITIES BETWEEN BENTON COUNTY AND THE CITY OF KENNEWICK

WHEREAS, per Resolution 2021-134 Benton County and the City of Kennewick executed an Agreement for the Use of Jail Facilities; and

WHEREAS, said agreement will terminate on December 31, 2022; and

WHEREAS, a new Agreement for Use of Jail Facilities has been negotiated and agreed to by both parties, with an effective date of January 1, 2023 through December 31, 2026; **NOW, THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners hereby concurs with the attached Agreement for Use of Jail Facilities between Benton County and the City of Kennewick and authorizes the Board to sign the same; and

BE IT FURTHER RESOLVED, the attached Agreement for Use of Jail Facilities between Benton County and the City of Kennewick is effective January 1, 2023 and terminates December 31, 2026.

Dated this _____ day of September, 2022.

Chairman of the Board

Chairman Pro Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

AGREEMENT FOR USE OF JAIL FACILITIES

THIS AGREEMENT is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington (hereinafter "County") and the City of KENNEWICK, WASHINGTON, a municipal corporation (hereinafter "City").

For and in consideration of the conditions, covenants and agreements contained herein the parties agree as follows:

1. PURPOSE. The City, desiring to utilize Benton County Jail (hereinafter "jail") facilities and services, for the incarceration of City prisoners, in accordance with the Interlocal Cooperation Act (Chapter 39.34 RCW) and the City and County Jails Act (Chapter 70.48 RCW), hereby enters into an agreement with the County for use of the County jail facility and services for confinement of City prisoners. It is the purpose of this agreement to provide for the joint use by the parties of the jail facilities and services at the jail located at the Benton County Justice Center.

2. DEFINITIONS. (a) "Benton County Custody Budget" shall mean all expenditure items in such budget except for expenditures directly for the costs of work crews. The Custody Budget will include but not be limited to a depreciation expense in the amount of One Hundred Seventy Eight Thousand Dollars (\$178,000) per year and expense estimates for all medical expenses incurred in connection with medical treatment of inmates, whether such services are provided in the jail or outside of the jail.

(b) "Benton County Facilities Budget" shall mean that budget labeled as "Facilities" in the then current budget adopted by Benton County.

(c) "City Prisoner" shall mean a person who is booked into the jail pursuant to an arrest by a City police officer for the commission of a misdemeanor or gross misdemeanor, whether filed under state law or city ordinance. For the term of this agreement, should the City choose to repeal any or all of its ordinance provisions which would give rise to potential City jail time, such action will have no bearing on the computation of City prisoner days as defined below.

(d) "City Prisoner Day" shall mean every calendar day during which a City Prisoner is in the custody at the County jail during any portion of such calendar day and shall include when a City Prisoner is only booked and released. For example, if a City Prisoner is booked into jail at any time on January 1st and released at any time on January 4th, this constitutes four City Prisoner days. Provided, for each calendar day that a City Prisoner is in custody at the County jail with additional pending charges by the County or another city located within the County, then the City Prisoner Day for each such calendar day shall be a fraction consisting of one divided by the number of local jurisdictions with charges against the City Prisoner on that calendar day. While two examples of the implementation of this provision are reflected on Exhibit A attached hereto assuming concurrent charges by the County and the City, the language also applies when there are concurrent charges by cities within the County.

"City Prisoner Day" shall also include prisoners who participate in the work release program.

(e) "Net Operating Cost" of the jail shall be calculated monthly as follows: (i) All expenditures in a particular month from the Benton County Custody Budget and all expenditures for that month under bars code 5235000 (or its successor) of the Benton County Facilities Budget, less (ii) all reimbursement payments from any inmate or from another governmental entity for the costs of home monitoring (currently bars code 3423600.0000.34135); medical costs (currently bars codes 3423600.0000.34136, 3423600.0000.34137, and 3423600.0000.34140); work release (currently bars code 3423600.0000.34141); incentive payments from the Social Security Administration (currently bars code 3423600.0000.34138), less (iii) payments received from a governmental entity not within Benton County for incarceration of inmates, and less (iv) expenditures that are reimbursed by third party grants; provided that reimbursements to the County from the State of Washington for the costs of incarcerating convicted felons pursuant to Chapter 137-75 of the Washington Administrative Code (OAA Offenders) shall not be deducted in the calculation of "Net Operating Costs".

(f) "Prisoner Day" shall mean every calendar day that any prisoner is in custody at the County jail due to charges by the County, the City or any other city located within the County, or is arrested in the County under the Offender Accountability Act for violating

the terms of community supervision imposed by the Benton County Superior Court, and shall include calendar days when a prisoner is only booked and released. For example, if a prisoner is booked into jail at any time on January 1st and released at any time on January 4th, this shall be four Prisoner Days. Calendar days that any prisoner is in custody at the County Jail solely due to out of county warrants, detainers by US Marshal Service or Department of Correction (DOC) holds are not Prisoner Days unless the DOC hold is for violating the terms of community supervision imposed by a Benton County Superior Court.

"Prisoner Day" shall also include prisoners who participate in the work release program.

3. AVAILABILITY OF JAIL FACILITIES. The jail facilities and services shall be available for confinement of City Prisoners held upon arrest, awaiting trial, and serving sentences of jail terms on a space available basis; provided, confinement of City prisoners will be given priority over confinement of Prisoners for jurisdictions from outside of Benton County.

4. COMPENSATION FROM CITY. The City shall pay the County as compensation for its provision of jail facilities and services as specified herein.

(a) For incarceration of City Prisoners between January 1, 2023, and December 31, 2023, the City shall pay to the County a monthly amount equal to 9.21% of the Net Operating Costs of the jail for the prior month. For subsequent calendar years, the percentage owed shall be adjusted according to Section 4(b) below. The County will use reasonable efforts to bill the City within twenty (20) days after the close of a particular month.

(b) For calendar years following 2023, the percentage of the monthly Net Operating Costs that the City shall pay shall be the ratio of City Prisoner Days to Prisoner Days for the three year period beginning July 1st and ending June 30th of the preceding year. By way of example, the percentage of Net Operating Costs owed by the City each month for 2024 shall be the ratio of City Prisoner Days to Prisoner Days for the three year period beginning July 1, 2020, through June 30, 2023. For each calendar year after 2023, the County shall notify the City in writing of: (i) the percentage of the monthly Net Operating Costs that the City will

owe for the upcoming year no later than September 1st of the preceding year; and (ii) the number of City Prisoner Days and Prisoner Days used to calculate that percentage. No later than October 1, 2023, and each year thereafter the County shall provide the City with a copy of the preliminary draft Corrections Department budget for upcoming year.

(c) Administration Cost: In addition to the amounts owed under Sections 4(a) and 4(b) above, the City shall pay a monthly Administration Fee in the amount of five percent (5%) of the expenditures in the prior month from the Benton County Custody Budget and under bars code 5235000 (or its successor) from the Benton County Facilities Budget. The Administration Fee is not included in the expenditures from the Benton County Custody Budget of Facilities Budget.

(d) The City's obligations to pay for work crew costs is set forth in a separate agreement between the parties and not covered by this Agreement.

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(b) The monthly billing statement from the County shall include: (i) the number of City Prisoner Days the City had for the prior month; and (ii) the monthly expenditures and revenues for the prior month.

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(b) The County may also refuse to accept any City Prisoner for confinement if, in its sole discretion, it would be inappropriate to accept such person for security or safety reasons prompting the Chief of Corrections or his/her designee to conclude that it would be inappropriate for a particular person to be held in custody in the jail, including but not limited to familial, social or employment relationships between the person and one or more members of correctional staff.

(c) City police officers delivering persons to the jail for confinement shall remain in the immediate presence of such person, shall be responsible for such person and shall be considered to have such person in their sole custody until the jail receiving officer has accepted documentation for such person's confinement and physical custody of that person and has indicated that the delivering officer may leave. At such time, and only at such time, will the County have assumed custody of and responsibility for the person to be confined.

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(a) Work Release. If it is desired that a City Prisoner participate in the jail work release program, City Prisoners shall be treated the same as County prisoners and shall be entitled to participate in the work release program solely upon a space available basis and qualification pursuant to Benton County Corrections' Department standards.

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- (b) by order of the Court having jurisdiction of a City Prisoner and the matter for which such prisoner is being confined; or
- (c) for appearance by the prisoner in the Court in which the prisoner has been charged; or
- (d) in compliance with a valid writ of habeas corpus, or
- (e) for necessary medical or dental treatment or care not available within the jail; or
- (f) when the prisoner has completed service of the sentence, the charge pending against the prisoner has been dismissed or bail or other satisfactory recognizance has been posted as required by the Court.

13. RECORDKEEPING. The County, based on consultation with the City's chief of police, agrees to maintain a system of record keeping to document the booking and confinement of each City Prisoner in such style and manner as is equivalent to the County's records pertaining to its prisoners. The County shall make copies of said records available upon request by the City. The City agrees to be bound by all applicable confidentiality laws regarding jail records.

14. INDEMNIFICATION.

- (a) The City shall indemnify and hold harmless the County and its officers, agents and employees from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever resulting from, arising out of or incident to any act or omission of the City, its officers, agents, or employees, in the performance of this Agreement or in arresting, detaining, charging, transporting,

interrogating or otherwise dealing with persons either before or after presentation to and acceptance by the County for confinement in the jail. **With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the City expressly waives its immunities under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of the City. This waiver is mutually negotiated by the parties.**

In the event that any suit based upon such a claim, action, loss, cost, expense, or damage is brought against the County, the City shall defend the County at its sole cost and expense; provided, that the County retains the right to participate in any such suit if any principle of governmental or public law is involved. If final judgment is entered against the County, or its officers, agents, or employees, the City shall satisfy the same in full.

- (b) The County shall indemnify and hold harmless the City and its officers, agents and employees, from and against any and all damages of any nature whatsoever resulting from, arising out of or incident to any act or omission of the County, its officers, agents or employees, in the performance of this Agreement or in confining persons who have been presented by the City to and accepted by the County for confinement in the jail while said persons are in the jail or in the custody of the County outside the jail. **With respect to the performance of this Agreement and as to claims against the City, its officers, agents and employees, the County expressly waives its immunities under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of the County. This waiver is mutually negotiated by the parties.**

In the event any suit based upon such a claim, action, loss, cost, expense or damage is brought against the City, the County shall defend the City at its sole cost and expense; provided that the City retains the right to participate in

such suit if any principle of governmental or public law is involved. If final judgment be rendered against the City or its officers, agents, or employees the County shall satisfy the same in full.

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

16. AUTHORITY. This Agreement is executed in accordance with the authority of RCW 70.48.090 and Chapter 39.34 RCW, the Interlocal Cooperation Act. The following information is given pursuant to the provisions of RCW 39.34.030:

- (a) The duration of this Agreement shall be as set forth in Section 19 below;
- (b) Benton County shall be responsible for the administration of this Agreement as provided by Section 17 hereof.
- (c) The purpose of this Agreement is to permit the joint use of the Benton County jail facilities and services for confinement of prisoners of the parties to the Agreement thereby promoting maximum use and efficiency of the Benton County jail;
- (d) Termination of this Agreement shall be as provided in Section 20 hereof;
- (e) This Agreement shall be administered as provided in Section 17 hereof;
- (f) Unless otherwise specifically agreed by the parties in writing, all property, personal and real, utilized by the parties hereto in the execution of this Agreement shall remain the property of that party initially owning it; and
- (g) Nothing in this Agreement shall preclude the City from maintaining and utilizing its own holding facilities.

17. ADMINISTRATION. This Agreement shall be administered by Benton County.

(a) Jail Facilities User Meetings. In order to promote a collaborative working relationship, a Jail Facilities User Meeting shall occur on a quarterly basis to ensure regular communications of all matters of concern regarding jail service, including but not limited to reviewing performance under this Agreement, cost trends, opportunities for cost savings, budget issues and service levels. Attendance at each meeting is open to representatives from the City and other cities in the County.

(b) The Jail Facilities User Meetings shall occur no less than four (4) times per year. The meetings shall occur at 2:00 p.m. on the first Wednesday of January, April, July and October of during the term of this Agreement.

18. REMEDIES. No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance on any occasion shall not constitute consent to or waiver of any continuation of nonperformance or any later nonperformance; nor does payment of a billing or continued performance after notice of a deficiency in performance constitute an acquiescence thereto.

19. DURATION. Upon its effective date, this Agreement supersedes the prior Agreement for Use of Jail Facilities between the parties. This Agreement shall be effective from January 1, 2023 through December 31, 2026.

20. TERMINATION. This agreement may be terminated prior to the end of its term by either party for cause upon not less than one hundred eighty (180) days' advance written notice. Said notice shall set forth the basis for termination.

[Remainder of Page Intentionally Left Blank]

21. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them respecting the subject matter hereof. There are no other representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto, or any of them, relating to the subject matter of this agreement. No amendment of or supplement to this Agreement shall be valid or effective unless made in writing and executed by the parties subsequent to the date of this Agreement.

Dated: _____

Dated: _____

BENTON COUNTY, WASHINGTON

CITY OF KENNEWICK, WASHINGTON

SHON SMALL, Chairman.

By: _____
Title: _____

JEROME DELVIN, Member.

Approved as to Form:

Will McKay, Member.


LISA BEATON
City Attorney

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

DATED: _____

Attest: _____
Clerk of the Board

Approved as to Form:



RYAN K. BROWN, Deputy
Prosecuting Attorney

EXHIBIT A

Scenario 1 – 72hr Felony hold & Misdemeanor

Inmate is arrested on a 72 hour felony hold and city misdemeanor charges. Inmate is released on the misdemeanor after court a few days later but continues to be held on the felony.

Billing codes are entered for both the felony and the Local Agency (City)

Exhibit A

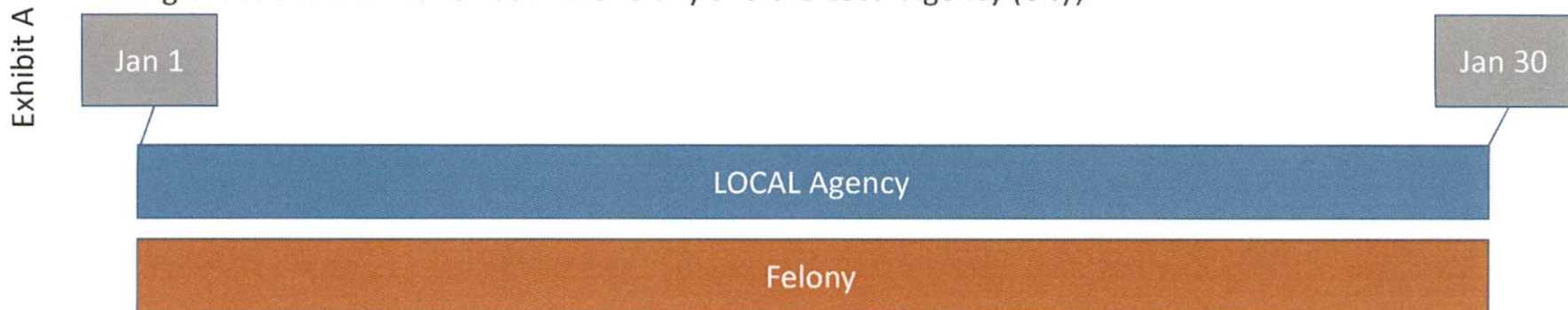


This results in the local agency being assessed for 50% of the bed days from Jan 1st – 3rd and the county being assessed 50% of the days from Jan 1st to the 3rd plus 100% of the days from the 4th to the 30th

Scenario 2 – 72hr Felony hold & Misdemeanor

Inmate is arrested on a 72 hour felony hold and city misdemeanor charges. The inmate is held on both charges for 30 days.

Billing codes are entered for both the felony and the Local Agency (City)



This results in the local agency and the county each being assessed for 50% of the bed days from Jan 1st – 30th.