

**April 7, 2008**

**THE BOARD OF  
BENTON COUNTY  
COMMISSIONERS  
AGENDA PACKET**

## MINUTES

### BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting  
March 31, 2008, 9:00 a.m.  
Commissioners' Conference Room  
Benton County Courthouse, Prosser, WA

**Present:** Chairman Claude Olive r  
Commissioner Max E. Benitz, Jr.  
Commissioner Leo Bowman  
County Administrator David Sparks  
Clerk of the Board Cami McKenzie

**Benton County Employees Present:** Deputy Administrator Loretta Smith Kelty; Adam Fyall, Community Development Coordinator; Finance Manager Linda Ivey; Public Works Director Ross Dunfee; Facilities Manager Roy Rogers; DPA Ryan Brown; Treasurer Duane Davidson; Personnel Manager Melina Wenner; Clerk Josie Delvin; Deputy Clerk Jackie Hill; Central Services Manager Randy Reid; Auditor Bobbie Gagner; Susie Christopher, Auditor's Office; and Pat Powell, Auditor's Office.

#### Approval of Minutes

The Minutes of March 24, 2008 were approved as corrected. The Bi-County Minutes of March 24, 2008 were approved.

#### Review Agenda

Consent Agenda item "b" (Fairgrounds Insurance Risk Classifications) was pulled. Commissioner Bowman also requested item "m" (Purchase of Digital Upgrades for 800 MHz Portable Radios for Roads) be pulled until he received more information. He suggested a workshop with Public Works, Sheriff, and Emergency Management.

Commissioner Benitz said the radio upgrade was time sensitive with a new 800 MHz system moving forward. He said there was an opportunity for the Road Department to get the upgrades at a reduced price and they relinquished quite a few radios to be refurbished.

The Board agreed to pull the item so it could be further discussed prior to approval and Commissioner Benitz said he would coordinate a meeting with Hans Kwast.

Commissioner Bowman also discussed item "t" (Fee Agreement for Sale of Public Documents and Indices). Duane Davidson said they were not ready to move away from this procedure yet, but the contract allowed for termination and they were currently working toward developing access to these documents on the County website.

## Consent Agenda

**MOTION:** Commissioner Benitz moved to approve the consent agenda items “a” through “t”, pulling “b” and “m”. Commissioner Bowman seconded and upon vote, the Board approved the following:

### Facilities

- a. Contract w/MRP Services for Services at the Benton County Jail

### Human Services

- c. Developmental Disabilities Advisory Board’s Change to the Bylaws

### Office of Public Defense

- d. Professional Services Agreement w/G Ochoa Lawrence for Indigent Defense
- e. Indigent Defense Contract Extension w/N Rodriguez

### Parks

- f. Contract w/Doyle Electric

### Personnel

- g. Claims Denial
- h. Employment Relocation Agreement

### Road/Engineer

- i. Webber Canyon Road, M.P. 1.25 to Dennis Rd. Cultural Review Survey
- j. Intergovernmental Cooperative Purchasing Agreement w/State of WA
- k. E.R. & R. Purchase of Refined Petroleum Products – Bulk Diesel Fuel
- l. Bituminous Surface Treatment 2008 – CE 1888 PRES
- n. Certification of Road Fund Expenditures for Fish Passage Barrier Removal 2007
- o. Approval of Annual Certification for 2007

### Sheriff

- p. Dry Cleaning Services Contract
- q. Inmate Counseling Services Contract
- r. Salary Request Statement – Deputy New Hire

### Treasurer

- s. Drainage Improvement District #9 Supervisor’s Bond
- t. Fee Agreement for Sale of Public Documents and Indices

## Other Business

### Workshops

Chairman Oliver suggested some workshop meetings, structured with two at a time on the following issues: animal control, South County water, 800 MHz, space location for WSU, and Fairgrounds infrastructure.

### Yakima River Basin Water Storage Feasibility Study

Adam Fyall presented a letter to the Bureau of Reclamation regarding Benton County’s comments on the Yakima River Basin Water Storage Feasibility Study.

Commissioner Benitz stated that it laid out the County's position on short and long-term needs including water storage and was in support of the letter. Commissioner Bowman said he agreed with the letter, but was concerned it might not be strong enough regarding salmon recovery. Chairman Oliver said he was in favor and commented that the "supply alternative section" in the letter was very good.

Commissioner Benitz said he believed the Bureau had missed the salmon recovery issue, but the letter commented on the overall look.

**MOTION:** Commissioner Benitz moved to approve the Chairman signing the letter to US Bureau of Reclamation. Commissioner Bowman seconded and upon vote, the motion carried.

### **Records Storage Study Analysis**

Bobbie Gagner gave an update to the Board on the findings of the Records Storage Committee. She said the Committee believed it was a good idea to add a third floor to the Administrative Building in Kennewick for storage. Additionally, once the departments could get control of the records by imaging and reducing the need for storage, a portion of the third floor could be used for office space. She said the plan should include hiring a private firm for digital scanning and archiving to reduce the backlog and would need to address permanent staff for document preservation once the County had everything up to date. Ms. Gagner also discussed a central archiving location, both in Prosser and Kennewick. However, she did state the idea was not popular among all the members as some would like to keep the records maintenance in their own office.

Randy Reid gave a Powerpoint presentation outlining the current records kept by departments (although the report did not include all departments). The report also included frequency of access, storage added annually, and microfilm required. He indicated the report ultimately underscored the need to digitize records, which included an additional step to convert digital records to microfilm and showed there was a disconnect between State requirements and technology.

After much discussion, the Board agreed to the following:

1. Request David, Loretta, and Roy to provide an estimate (SWAG) regarding the cost of a third floor on the proposed administrative building.
2. Address immediate short-term storage needs by moving documents to the empty space at the Health District building.
3. Request Records Storage Committee to get quotes from a private firm to begin digitizing records.
4. Have staff review long-term goals for maintenance and funding issues.

Duane Davidson said there was consensus that some State Archivist retention requirements were unreasonable and requested the Board support adding a representative from WSAC and WACO to sit on the State Archives storage committee board.

**MOTION:** Commissioner Benitz moved to approve a representative from WSAC and WACO be engaged in working with the State for digital document storage solutions.

Commissioner Bowman seconded, stating he thought the request included that WSAC and WACO provide membership on the Committee. Chairman Oliver said that was the second part, but the first part was engaging the Association to address the document storage issue. Upon vote, the motion carried.

### **Invitation to Bid – Rolling Doors**

Roy Rogers submitted a resolution soliciting proposals for high speed rolling doors for the Sally Port at the Benton County Jail. He said the County has had trouble with these doors since they were first put in and they needed to be replaced.

**MOTION:** Commissioner Benitz moved to approve the resolution authorizing the Chairman to sign the Invitation to Bid. Commissioner Bowman seconded and upon vote, the motion carried.

### **Other Business**

#### **TIB Report**

Commissioner Bowman said that TIB would now have its information on monitoring and reporting available on the web for review.

#### **Veterans Assistance Fund**

Pat Powell requested the Board approve a waiver request for Michael Watts.

**MOTION:** Commissioner Benitz moved to approve the Veterans' Assistance Fund Waiver Request for Michael Watts. Commissioner Bowman seconded and upon vote, the motion carried.

#### **Prosser Memorial Hospital**

David Sparks indicated he received a letter from the Prosser Memorial Hospital requesting to come before the Board with a full presentation on their ambulance funding issue. He said the Hospital was also looking at creating a special taxing district. He asked the Board how he should respond to the letter.

The Board unanimously agreed it did not want to change its position regarding funding for the ambulance service and did not see a need for a Hospital representative to make a presentation. The Board also agreed the Hospital should continue to work with Fire District 3 and City of Prosser regarding funding.

The Board said Mr. Sparks could respond with a letter, either from himself or the Chairman.

Elections Department – Report

Bobbie Gagner presented the Board with a report submitted by the Secretary of State stating that Benton County had excellent procedures and accountability in its Elections Department.

Claim for Damages

- CC 08-09: Received March 11, 2008 from James Bauer for a tort claim in the amount of \$90,000.00.  
CC 08-10: Received March 14, 2008 from Armando Calderon for injuries sustained in the Benton County jail.

Vouchers

Check Date: 03/28/2008  
Warrant # 894207-894461  
Total all funds: \$1,364,055.57

Total amounts approved by fund can be reviewed in the Benton County Auditor's Office.

- 08-429 Contract w//MRP Services for Services at the Benton County Jail  
08-430 Developmental Disabilities Advisory Board's Change to the Bylaws  
08-431 Professional Services Agreement w/G Ochoa Lawrence for Indigent Defense  
08-432 Indigent Defense Contract Extension w/N Rodriguez  
08-433 Contract w/Doyle Electric  
08-434 Claims Denial – Claims 08-06 and 08-10  
08-435 Employment Relocation Agreement  
08-436 Webber Canyon Road, M.P. 1.25 to Dennis Rd. Cultural Review Survey  
08-437 Intergovernmental Cooperative Purchasing Agreement w/State of WA  
08-438 E.R. & R. Purchase of Refined Petroleum Products – Bulk Diesel Fuel  
08-439 Bituminous Surface Treatment 2008 – CE 1888 PRES  
08-440 Certification of Road Fund Expenditures for Fish Passage Barrier Removal 2007  
08-441 Approval of Annual Certification for 2007 – County Engineer  
08-442 Dry Cleaning Services Contract  
08-443 Inmate Counseling Services Contract  
08-444 Drainage Improvement District #9 Supervisor's Bond  
08-445 Fee Agreement for Sale of Public Documents and Indices  
08-446 Soliciting Proposals for the Provision of Four High Speed Rolling Doors for the Sally Port Doors at the Benton County Jail

The Board meeting adjourned at 10:30 a.m.

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Chairman

# Benton County Planning Department

Planning Annex, 1002 Dudley Avenue, Prosser WA 99350, Phone: (509) 786-5612 or (509) 736-3086, Fax (509) 786-5629

DATE: April 3, 2008

TO: Benton County Board of Commissioners

FROM: Michael E. Shuttleworth, Interim Planning Manager  
Benton County Planning Department

RE: Letter from Walter & Rane Harmala dated March 19, 2008.

## BACKGROUND:

Attached to this memo is a letter that the Board of County Commissioners received on March 21, 2008, from Walter & Rane Harmala. The Harmala's appeared before the Board at its "Unscheduled Business" period on the agenda of the Board's March 17, 2008 meeting to discuss the short-platting of their property. The Harmala's letter is a response to the Chairman's verbal request to the Harmala's, in a conversation he had with them after the Board meeting, that they send to the Board a letter explaining the process that they have gone through regarding their short plat request.

In the letter the Harmala's request that the Board grant them a short plat permit from the Planning Department to divide Tax Parcel Number 1-0196-402-0034-000, which is ten acres in size, into four lots rather than the two lots currently allowed.

As the Board will recall, on August 31, 2007, the residential density in most of the "rural" designated areas of the County was lowered from 1-du/2.5 acres to 1 du/5 acres. Before that date the Harmala's ten-acre parcel may have been divisible to four lots depending upon Health District analysis of the groundwater characteristics of the parcel in relationship to separation for septic drainage. The Board took action to lower the rural density in March of 2007, but gave county landowners a window of six months (to August 31, 2007) to submit complete short plat applications if they wanted to avail themselves of the higher (1du/2.5 acre) density that had been in effect for the previous nine years. The portion of the Board's Resolution that is most relevant to this matter is shown below:

*"BE IT RESOLVED that the Planning Director shall promptly post a public notice of this action by the Board in the Tri-City Herald, including legal notice section, and on the County's web site, that shall identify the nature and location of the changes to the rural lands use density that are being made herein and stating that the County Planning Department will accept complete applications for evaluation under the current Plan and Code provisions until 5 P.M. on August 31, 2007."* The Planning Department's notice was published on March 16, 2007

For the Board's edification, and because the Harmala's letter of March 19, 2008 does not, as the Chairman requested, provide a description of the Harmala's history on this issue, a chronology of interactions with the Harmalas' regarding their desire to short plat their parcel follows:

**March of 2006:** the Harmalas began working with the Benton Franklin Health District, which based on site information required that ground water monitoring be conducted for the parcel (letter, dated 10-23-07 from Health District to Harmala's)

**April 11, 2007:** ground water monitoring commences (Letter Health District to Harmala's 08-24-07)

**July of 2007:** Mr. Harmala met with Terry Marden who informed Mr. Harmala that even though a determination from the Health District as to whether there is sufficient groundwater separation on the parcel to support four lots will not be forthcoming until after the close of the irrigation season (October), the Harmalas can submit a complete application for the four lot division before August 31, 2007, to vest the application (for four lots) and the ultimate number of lots, allowed then would be contingent on the results of the Health Districts groundwater monitoring to be completed in October. If the Health District's ground water monitoring indicates that the parcel would support fewer than four lots, and then the application could be amended accordingly.

**August 24, 2007:** Letter (attached) from Benton Franklin Health District to the Harmala's informing them that "based on the current results of said monitoring there appears that your original proposal to split the property into four equal quarters will have to be revised pending the final outcome of our evaluation to be completed at the end of the irrigation season"; and that it was our (the Health District) understanding that the Harmala's need to submit a complete application for the division to the County Planning Department prior to September 1, 2007 in order to be able to create four lots out of the ten acre parcel.

**August 31, 2007:** Per the Board's Resolution, the deadline for submitting applications for land divisions under the previous 1du/2.5 acre density closed.

**October 23, 2007:** the Health District sent Mr. and Mrs. Harmala a letter (attached) stating that the usable area on the parcel is the area that is at an elevation equal or exceeding the elevation of test hole #1. In order to conclusively identify usable land area, contours at 1-foot intervals and the test hole locations must be shown on the plat. In discussions with James Dawson of the Health District the number of lots they would allow has not been determined until they receive the map showing the one-foot contours and test hole locations.

**October 30, 2007:** Letter (attached) from Mr. Harmala to Terry Marden, Planning Director on asking Mr. Marden why the Planning Department would not accept Mr. Harmala's application for a short plat that he submitted in September.

**November 9, 2007:** Letter (attached) from Planning Director Terry Marden to the Harmalas, indicating Planning Staff did not accept Harmala's application he attempted to submit in September because, barring other things, he did not offer to pay the application fee

## **SUMMARY**

The question before the Board is: Should/Can it direct the Planning Department to approve a short plat application for four lots from the Harmalas, despite the fact that such approval would allow a density above that allowed by the Benton County Comprehensive Plan.

## PLANNING STAFF RECOMMENDATION:

Planning Staff recommends that the Board does not direct the Planning Department to approve an application for a four-lot subdivision. The recommendation is based on the following:

According to Resolution 07-160, applications for land divisions to a density of RL 2.5 acres had to be submitted by September 1, 2007.

Though the Harmala's were personally informed of the September 1<sup>st</sup> deadline in July and again in August, and notice of it was published in March of 2007 **by choice** they did not submit an application. To grant an exception seven months after the deadline would be unfair to the 163 applicants who did submit their applications (for a total of 469 lots) prior to the deadline. **It may also give other landowners a basis to argue or demand a similar exception.**

Moreover, it is not clear that the Health District would even allow four lots. The results of the Health District's groundwater monitoring on the Harmala's property indicate a soil type 5 over an elevated groundwater table (October 23, 2007 letter from District to Harmalas) necessitating the Harmala's submittal to the district of a survey map showing 1' contours in relation to the groundwater test holes so that an evaluation of the actual area of the lot that has an elevation suitable to achieve adequate groundwater separation can be determined. The Harmala's have yet to provide this information to the district (phone conversation with Rick Dawson, 04-01-08). The Benton Franklin Health District has not made a final determination on the number of lots that on-site waste disposal would support.

Tax Parcel Number 1-0196-402-0034-000 currently has an allowable density of one dwelling unit per 5 acres. Mr. and Mrs. Harmala can make application for a short plat to divide the parcel into two lots under the current density of one dwelling unit per 5 acres.

### Attachments:

1. August 24, 2007 Letter – Benton Franklin Health District
2. October 23, 2007 Letter – Benton Franklin Health District
3. October 30, 2007 – Letter – Mr/Mrs. Harmala
4. November 9, 2007 – Letter – Benton County Planning Department
5. March 19, 2008 – Letter – Mr/Mrs. Harmala



Prevent • Promote • Protect "Always working for a safer and healthier community."

BENTON-FRANKLIN HEALTH DISTRICT

RECEIVED

AUG 28 2007

BENTON COUNTY COMMISSIONERS

|        |                                     |
|--------|-------------------------------------|
| Max    | <input checked="" type="checkbox"/> |
| Leo    | <input checked="" type="checkbox"/> |
| Claude | <input checked="" type="checkbox"/> |
| David  | <input checked="" type="checkbox"/> |
| Other  | Planning                            |

August 24, 2007

Walt and Renee Harmala  
54005 Frazier Road  
Benton City, WA 99320

Re: Proposed Short Plat Located at 54005 Frazier Road,  
Parcel # 1-0196-402-0034-000

Dear Mr. and Mrs. Harmala:

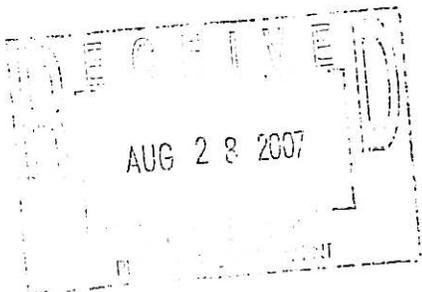
This letter is in response to our conversation on August 23, 2007 regarding your above referenced short plat proposal. The initial application for our review was submitted on March 22, 2006. Test holes were evaluated on April 20, 2006 and groundwater monitoring request via letter on May 16, 2006. Due to a miscommunication between you and our office, groundwater monitoring did not commence until April 11, 2007. Based on the current results of said monitoring it appears that your original proposal to split the property into four equal quarters will have to be revised pending the final outcome of our evaluation to be completed at the end of the irrigation season.

It is our understanding that you need to submit a complete application to the Planning Department prior to September 1, 2007, in order to be eligible to create four lots out of you 10 acre parcel. Please be advised that any survey that you may submit with this application will most likely require changes to comply with Health District rules.

I hope I have provided clarification to your questions, however if you need further assistance please don't hesitate to contact our office at 509-582-7761.

Sincerely,

James R. Dawson  
Supervisor  
Land Use, Sewage and Water Section



ENVIRONMENTAL HEALTH

100 N. Fruitland, Suite D  
Kennewick, WA 99336  
Phone: (509) 586-0673

800 W. Canal Drive  
Kennewick, WA 99336  
Phone: (509) 582-7761

COMMUNITY HEALTH CENTERS

471 Williams Blvd.  
Richland, WA 99354  
Phone: (509) 943-2614

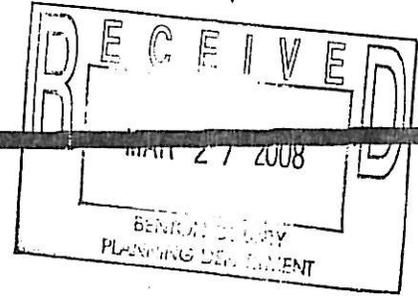
800 W. Canal Drive  
Kennewick, WA 99336  
Phone: (509) 586-0207

412 W. Clark Street  
Pasco, WA 99301  
Phone: (509) 547-9737

310 7th Street  
Prosser, WA 99350  
Phone: (509) 786-1633



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BENTON-FRANKLIN HEALTH DISTRICT



October 23, 2007

Walt and Renee Harmala  
54005 Frazier Road  
Benton City, WA 99320

Re: Proposed Short Plat Located at 54005 Frazier Road,  
Parcel # 1-0196-402-0034-000

Dear Mr. and Mrs. Harmala:

This office has completed a preliminary review of the above referenced proposed short plat. Test holes excavated on the site revealed a type 5 soil over an elevated groundwater table. Monitoring of the ground water elevations throughout the 2007 irrigation season have identified usable area on this parcel to be at an elevation equal or exceeding the elevation of test hole #1 located in the southeastern portion of the property. In order to comply with our requirements each lot must be a minimum of 1 acre in size and contain usable land area of at least 21, 780 square feet.

In order to conclusively identify usable land area, contours at 1 foot intervals and the test hole locations must be shown on the plat.

This recommendation is based on present known site conditions and does not guarantee the granting of an on-site sewage disposal permit. Our approval of any lot within this plat may be contingent upon that lot passing additional soil inspections/percolation tests, and/or other requirements at a later date. Should adverse site conditions be revealed at a later date, the Health Department reserves the right to impose restrictions or deny the issuance of any on-site sewage disposal permit.

Your application was submitted to the Benton-Franklin Health District on March 22, 2006.

If you have any questions, please contact me at the Kennewick Health Office, phone 582-7761, Ext. 255.

Sincerely,

James R. Dawson  
Supervisor, Land Use, Sewage and Water Section

ENVIRONMENTAL HEALTH

100 N. Fruitland, Suite D  
Kennewick, WA 99336  
Phone: (509) 586-0673

800 W. Canal Drive  
Kennewick, WA 99336  
Phone: (509) 582-7761

COMMUNITY HEALTH CENTERS

471 Williams Blvd.  
Richland, WA 99354  
Phone: (509) 943-2614

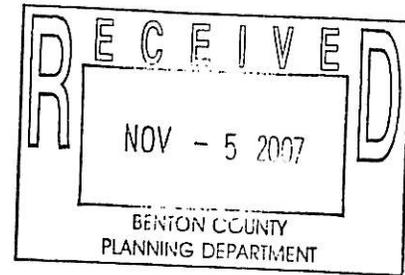
800 W. Canal Drive  
Kennewick, WA 99336  
Phone: (509) 586-0207

412 W. Clark  
Pasco, WA 99301  
Phone: (509) 547-9737

310 7th Street  
Prosser, WA 99350  
Phone: (509) 786-1631

October 30, 2007

Prosser Planning Department  
Terry A. Marden, Planning Director  
PO Box 910  
1002 Dudley Ave.  
Prosser, WA 99350



SUBJECT: REASONS FOR DENIAL REQUEST – Parcel # 1-0196-402-0034-000

Dear Terry:

Due to my health in 2006 we applied for a permit through the health department to sub divide our 10 acre parcel. There was miscommunication on water monitoring for the irrigation in 2006 so the permit was given a continuance through 2007. At that time a new law for subdividing was passed and I asked the health department if it would affect us. They told us that since our claim was already started, it would be grandfathered through the process as the law was in 2006 before the new law passed. We had three perk holes dug in March of 2006. The head of the health department, Rick (James) Dawson, wanted three more perk holes dug. At that time, the question was brought up again about the law. He also stated that we would not be affected by the new law being passed.

In conversation with Chad Markel from Markel Reality, he stated that I should go to the planning department and fill out a permit and line up a surveyor, which was Dan Strosser from Permit Surveying Inc. In September I filled out the permit and showed them how I planned to subdivide my property and submitted the permit to the Planning Department in Prosser. They told me they would not even look at my permit unless it was surveyed. At that time, I told them I was being held up by the health department's water monitoring for Perking of the property. I told them I started the process in 2006 and that I was supposed to be grandfathered through but they disagreed. I contacted Max Bennett, the county commissioner, and he stated that I should get the permit handed in and have Rick write them a letter telling them I was doing what I was told. Max Bennett told me to hand in the permit with the intent that it would be surveyed and the Planning Department in Prosser denied me again.

I contacted Max Bennett again and he suggested that I wait until I got the letter from the health department saying that my land was perked. I received the letter from the health department in October saying my land was perked and to resubmit my permit to the planning department. They continued to deny my planning permit for the third time.

I would like the planning department to give me reasons in writing why they will not accept my permit within 5 to 7 business days upon receiving this letter.

Respectfully,

A handwritten signature in black ink, appearing to read "Walter J. Harmala".

Walter J. Harmala  
(509) 588-4925  
54005 Frazier rd.  
Benton City, WA 99320

**BENTON COUNTY PLANNING/BUILDING DEPARTMENT**  
TERRY A. MARDEN, DIRECTOR

PLANNING  
PLANNING ANNEX  
P O BOX 910, 1002 DUDLEY AVENUE  
PROSSER, WA 99350  
PROSSER OFFICE: (509) 786-5612  
FROM TRI-CITIES: (509) 736-3066  
FAX: (509) 786-5629

BUILDING  
KENNEWICK ANNEX  
3600 W. CANAL PLACE, STE. C, 103-A  
KENNEWICK, WA 99336  
TRI-CITIES OFFICE: (509) 735-3500  
FROM PROSSER: (509) 786-5622  
FAX NUMBER: (509) 736-2732

November 9, 2007

Walter J. Harmala  
54005 Frazier Road  
Benton City, WA 99320

RE: Your Letter of October 30th

Dear Mr. Harmala:

I have reviewed your letter to me dated October 30, 2007. You indicate in your letter that last September you tried to submit a "permit" to my office to get authorization to short plat your 10-acre parcel into four lots. I am not sure what you mean when you indicate you tried to submit a "permit" and ask why my staff will not accept your "permit", because the "permit" is a document we issue if we approve an application.

I understand that my staff indicated to you when you visited our office in September and apparently again in October that in order to obtain approval for a short plat, you will need to submit a short plat application, pay the application fee, provide a recent title certificate, and provide seven copies of a short plat map prepared by a surveyor that is in accordance with BCC 9.04.032.

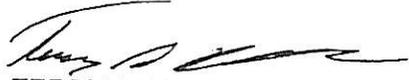
You must pay the application fee in order to submit any materials. It is my understanding that at no time have you attempted to pay the required filing fee. In the future, if for some reason you want to pay the filing fee and submit only some of the required documents, we will accept what you submit. However, an application that is not complete cannot be processed and approved until it is complete. If all necessary materials are not ultimately submitted, the application will be closed pursuant to BCC 17.10.090, without return of the application fee.

Your letter also speaks at length about your communications with a Health District representative and the potential impact recent comprehensive plan amendments by the County Commissioners may have on a possible short plat application by you. You mentioned discussions you had with Mr. Rick Dawson. Please be advised, Mr. Dawson works for the Health District and not Benton County. He has no authority regarding the processing of applications by the Benton County Planning Department or enforcement of county code provisions. Further, he expressly informed you by letter dated August 24, 2007, of his belief (which is correct) that you needed to submit a complete short plat application to our office by September 1, 2007, in order to possibly divide your parcel into four lots.

Given that you did not submit a complete application (or any application for that matter) prior to September 1st, I did want to advise you that at the present time you could only receive approval for a short plat to create at most two lots from your 10-acre parcel.

I trust that this information answers your question. If I can be of further assistance, please let me know.

Sincerely,



TERRY A. MARDEN, DIRECTOR  
PLANNING/BUILDING DEPARTMENT

cc: Board of Commissioners  
David Sparks, County Administrator  
James Dawson, BFHD  
Ryan Brown, Prosecuting Attorney's Office

March 19, 2008



To: Benton County Commissioners

SUBJECT: REQUEST FOR SHORT PLAT PERMIT ON PARCEL # 1-0196-402-0034-000

Due to a job related injury, we started the process to sub-divide our property in 2006. There were some discrepancies with the water monitoring through the season so we applied in 2007 for the permit and we obtained a continuance with the Health Departments promise of grandfather us through the sub-division law. The Health Department told us if parcel number 1-0196-402-0034-000 perked after the irrigation season was over, they would grant us the access to apply for a short plat application and permit.

I would appreciate the reconsideration to grant me the short plat permit from the Planning Department to give me the opportunity to divide my land into 4 parcels.

Respectfully,

A handwritten signature in cursive script, appearing to read "Walter &amp; Rane Harmala".

Walter & Rane Harmala  
54005 Frazier Rd  
Benton City, WA 99320  
(509) 588-4925

Leo Bowman  
District 1  
Max Benitz, Jr.  
District 2  
Claude Oliver  
District 3

**Board of County Commissioners  
BENTON COUNTY**

David Sparks  
County Administrator

Loretta Smith Kelty  
Deputy County Administrator

April 7, 2008

Benton Franklin Community Action Committee  
710 W Court Street  
Pasco, WA 99301

Attention: Judith A. Gidley, Executive Director  
RE: Washington State Child Care Application

Dear Ms. Gidley:

It is with pleasure that we support Benton Franklin Community Action Committee's (BFCAC) application to the Washington State Child Care Resource & Referral Network to continue to be the Service Delivery Area (SDA) for Child Care Resource and Referral services in Benton, Franklin and Adams Counties.

BFCAC's Child Care Resource and Referral Program has been active in our community since 1989. They have a long history of providing quality Child Care Resource & Referral services for the parents, child-care providers, and community members of Benton and Franklin Counties and we support their continuance.

We again support their efforts and we commit to continuing to coordinate with Benton Franklin Community Action Committee in working together to help support child-care providers in our community, so they may continue to provide safe and nurturing environments for the children of our community.

If you have any other questions feel free to call me at (509) 736-3080.

Sincerely,

Board of Benton County Commissioners

Claude Oliver, Chair  
District 3 Commissioner

cc: Commissioners  
David Sparks, County Administrator  
Loretta Smith Kelty, Deputy County Administrator

# RESOLUTION

b

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

**IN THE MATTER OF APPROVING CHANGE ORDER NUMBER SIX (6) FOR THE  
CONSTRUCTION OF THE BENTON COUNTY HEALTH DISTRICT BUILDING, KENNEWICK, WA**

**WHEREAS**, the Board of Benton County Commissioners entered into an agreement with Chervenell Construction, Company via Resolution 07-187 on March 26, 2007, in the amount of \$6,720,015.00 including WSST for the construction of the new Benton County Health Building; and

**WHEREAS**, per resolutions 07-389, 07-654, 07-704, & 07-755 the Board approved change order numbers one (1) through five (5) collectively increasing the original contract amount to \$6,970,908.67 including WSST; and

**WHEREAS**, change order number six (6) in the amount of \$2,107.94 including WSST, is for the miscellaneous items which are described in further detail in the change order documentation attached hereto; **NOW, THEREFORE,**

**BE IT RESOLVED** by the Board of Benton County Commissioners, Benton County, Washington, the Board approves change order number six (6) in the amount of \$2,107.94 including WSST, and authorizes the Chairman of the Board to sign said change order; and

**BE IT FURTHER RESOLVED** change order number six (6) will increase the original contract sum to be paid to Chervenell Construction Co. to \$6,973,016.61 including WSST.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Attest: Clerk of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member



# AIA®

# Document G701™ – 2001

## Change Order

|   |  |  |
|---|--|--|
| <b>PROJECT (Name and address):</b><br>Benton County Health District Building<br>7102 W. Okanogan Place<br>Kennewick, WA 99336 | <b>CHANGE ORDER NUMBER:</b> 6<br><b>DATE:</b> 03/31/08   | <b>OWNER:</b> <input checked="" type="checkbox"/><br><b>ARCHITECT:</b> <input checked="" type="checkbox"/><br><b>CONTRACTOR:</b> <input checked="" type="checkbox"/><br><b>FIELD:</b> <input type="checkbox"/><br><b>OTHER:</b> <input type="checkbox"/> |
| <b>TO CONTRACTOR (Name and address):</b><br>Chervenell Construction Co.<br>7511 W. Arrowhead<br>Kennewick, WA 99336           | <b>ARCHITECT'S PROJECT NUMBER:</b> #06102<br><b>CONTRACT DATE:</b> March 26, 2007<br><b>CONTRACT FOR:</b> General Construction |  |

### THE CONTRACT IS CHANGED AS FOLLOWS:

- (Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
- \$1,714.87 - ADDITIONS TO LANDSCAPING @ PERIMETER AREAS BETWEEN HEALTH DISTRICT BUILDING & CORONER'S OFFICE (Chervenell CP #X-029)
  - \$1,385.28 - ADD LIGHTS IN PENTHOUSE (Chervenell CP #X-033)
  - \$1,035.51 - ADD'L OUTLETS IN ROOMS 004A & 260 FOR PRINTERS (Chervenell CP #X-035)
  - (\$1,083.00) - CREDIT FOR BRONZE PLAQUE ALLOWANCE (Chervenell CP #X-037)
  - \$5,195.96 - INSTALL BACKFLOW PREVENTER - PER CITY OF KENNEWICK (Chervenell CP #X-038)
  - \$683.32 - LARGER SINK TO CONFORM TO MILLWORK SHOP DRAWINGS (Chervenell CP #X-039)
  - \$195.32 - FURNISH & INSTALL CABINET DRAWER LOCKS (Chervenell CP #X-041)
  - \$232.52 - TIMER FOR RECIRCULATING PUMP FOR WATER HEATER (Chervenell CP #X-043)
  - \$634.49 - MODIFY PIPING FOR AUTOCLAVE - VALUES TO BALL TYPE (Chervenell CP #X-044)
  - \$2,381.22 - MODIFICATIONS TO CRESTRON SYSTEM (Chervenell CP #X-045)
  - (\$605.00) - CREDIT FOR CARPET SUBSTITUTION IN 1<sup>ST</sup> FLOOR MAIN ENTRANCE & 2<sup>ND</sup> FLOOR BOARD ROOM (Chervenell CP #X-046)
  - (\$9,662.55) - CREDIT FOR TEMPORARY ELECTRIC SERVICES THROUGH CONSTRUCTION - PAID BY BENTON COUNTY (Chervenell CP #X-047)

|  |                 |
|--|-----------------|
| The original Contract Sum was  | \$ 6,720,015.00 |
| The net change by previously authorized Change Orders                    | \$ 250,893.67   |
| The Contract Sum prior to this Change Order was                          | \$ 6,970,908.67 |
| The Contract Sum will be increased by this Change Order in the amount of | \$ 2,107.94     |
| The new Contract Sum including this Change Order will be                 | \$ 6,973,016.61 |

The Contract Time will be increased by Zero ( 0 ) days.

The date of Substantial Completion as of the date of this Change Order therefore is

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

|   |   |  |
|---|---|--|
| <u>CWH Architects, PS</u><br><b>ARCHITECT (Firm name)</b>                 | <u>Chervenell Construction Co.</u><br><b>CONTRACTOR (Firm name)</b> | <u>Benton County</u><br><b>OWNER (Firm name)</b>                           |
| 6320 W. Clearwater Ave., Ste. C,<br>Kennewick, WA 99336<br><b>ADDRESS</b> | 7511 W. Arrowhead, Kennewick, WA<br>99336<br><b>ADDRESS</b>         | 620 Market Street, PO Box 190, Prosser,<br>WA 99350-0150<br><b>ADDRESS</b> |
| <br><b>BY (Signature)</b>   | <br><b>BY (Signature)</b>   | <br><b>BY (Signature)</b>  |
| C. Wayne Hunsucker<br><b>(Typed name)</b>                                 | Bill Holstein<br><b>(Typed name)</b>                                | Claude Oliver<br><b>(Typed name)</b>                                       |
| 4/2/2008<br><b>DATE</b>   | 4/2/2008<br><b>DATE</b>   | <br><b>DATE</b>  |

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User Notes:

(1864224251)

# BENTON HEALTH DISTRICT BUILDING CHANGE ORDER RECAP

| DATE APPROVED | \$                    | DESCRIPTORS   |
|---------------|-----------------------|---|
| 3/26/2007     | <b>\$6,720,015.00</b> | <b>Original Contract Sum</b>  |
| 6/11/2007     |                       | <b>CHANGE ORDER #1</b>  |
|               | (\$46,460.00)         | Elevator Credit - Value Engineering   |
|               | <b>\$6,673,555.00</b> | <b>New Contract Sum</b>   |
| 6/11/2007     |                       | <b>CHANGE ORDER #2</b>  |
|               | \$22,611.26           | Increase floor loading for 2nd floor Alt. Area & add doors - Owner request                                |
|               | <b>\$6,696,166.26</b> | <b>New Contract Sum</b>   |
| 9/10/2007     |                       | <b>CHANGE ORDER #3</b>  |
|               | \$226,711.32          | Installation of data & telephone system cabling - Owner request   |
|               | <b>\$6,922,877.58</b> | <b>New Contract Sum</b>   |
| 9/24/2007     |                       | <b>CHANGE ORDER #4</b>  |
|               | \$2,319.11            | Reroute Existing City of Kennewick Irrigation System  |
|               | \$9,788.23            | Door hardware, card readers & electrical connections  |
|               | \$203.46              | One-way mirrored glass  |
|               | \$1,270.57            | Add five (5) additional strobe lights - Per City of Kennewick   |
|               | \$3,484.51            | Provide fire damper in duct between floors - Per City of Kennewick  |
|               | \$2,568.81            | Upcharges for Formica in main entrance area, 1st floor  |
|               | \$462.72              | Add block wall at north entry, credit for metal siding not installed (\$800.00)                           |
|               | \$1,970.64            | Add new return air grilles & air duct in computer room to obtain proper air flow over installed computers |
|               | (\$8,399.00)          | Credit for Builders' Risk Insurance   |
|               | <b>\$13,669.05</b>    | <b>Total Amount of this Change Order</b>  |
|               | <b>\$6,936,546.63</b> | <b>New Contract Sum</b>   |
| 10/15/2007    |                       | <b>CHANGE ORDER #5</b>  |
|               | \$235.86              | Relocation of power and telephone outlets for printers  |
|               | \$6,381.00            | Re-circuiting VAV terminal units as required by equipment manufacturer                                    |
|               | \$6,398.18            | Add additional data & cable layout  |
|               | \$21,347.00           | Add additional strobe & horn/strobe lights as required by the City of Kennewick Fire Marshall             |
|               | <b>\$34,362.04</b>    | <b>Total Amount of this Change Order</b>  |
|               | <b>\$6,970,908.67</b> | <b>New Contract Sum</b>   |

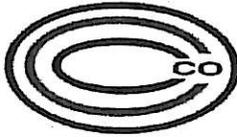
# BENTON HEALTH DISTRICT BUILDING CHANGE ORDER RECAP

|                      |    |  |
|----------------------|----|--|
| <b>DATE APPROVED</b> | \$ |  |
|----------------------|----|--|

## DESCRIPTORS

|                     | CHANGE ORDER #6 | DESCRIPTORS   |
|---------------------|-----------------|---|
| 1,714.87            |                 | Additions to landscaping @ perimeter areas between health building & Coroner's office |
| 1,385.28            |                 | Add lights in penthouse   |
| 1,035.51            |                 | Additional outlets in Rooms 004A & 260 for printer                                    |
| (\$1,083.00)        |                 | Credit for Bronze Plaque allowance  |
| 5,195.96            |                 | Install backflow preventer - Per City of Kennewick                                    |
| 683.32              |                 | Larger sink to conform to millwork shop drawings                                      |
| 195.32              |                 | Furnish & install cabinet drawer locks  |
| 232.52              |                 | Timer for recirculating pump for water heater   |
| 634.49              |                 | Modify piping for autoclave - Values to ball type                                     |
| 2,381.22            |                 | Modifications to Crestron System  |
| (\$605.00)          |                 | Credit for Carpet substitutions in 1st floor main entrance & board room               |
| (\$9,662.55)        |                 | Credit for temporary electric services through construction - Paid by Benton County   |
| <b>2,107.94</b>     |                 | <b>Total Amount of this Change Order</b>  |
| <b>6,973,016.61</b> |                 | <b>New Contract Sum</b>   |

|                       |   |
|-----------------------|---|
| <b>\$6,720,015.00</b> | <b>Original Contract Sum</b>              |
| <b>\$249,322.58</b>   | <b>Owner Requested Changes</b>            |
| <b>(\$66,209.55)</b>  | <b>Value Engineering &amp; Credits</b>    |
| <b>\$31,298.04</b>    | <b>City of Kennewick Required Changes</b> |
| <b>\$38,590.54</b>    | <b>Other</b>                              |
| <b>\$253,001.61</b>   | <b>TOTAL - CHANGE ORDERS</b>              |
| <b>\$6,973,016.61</b> | <b>TOTAL - NEW CONTRACT SUM</b>           |



EST. 1975

**CHERVENELL CONSTRUCTION CO.**

PO Box 6935  
 Kennewick, WA. 99336

**Benton County Health District  
 Kennewick, WA**

CHANGE PROPOSAL NO. X-029 REF: Request  
 Additions to landscaping at Perimeter Areas

| Direct Labor:  | Qty   | Unit  | Rate  | Subtotal | Total      |
|--|-------|-------|-------|----------|------------|
| Supervision  |       | Hours | 40.00 |          | \$0.00     |
|  |       | Hours | 45.00 |          | \$0.00     |
| <b>Total Labor</b>   |       |       |       |          | \$0.00     |
| <b>Materials:</b>  |       |       |       |          |            |
|  |       | LS    |       |          | \$0.00     |
|  |       | LS    |       |          | \$0.00     |
| <b>Total Materials</b>   |       |       |       |          | \$0.00     |
| <b>Equipment:</b>  |       |       |       |          |            |
|  |       | LS    |       |          | \$0.00     |
|  |       |       |       |          | \$0.00     |
| <b>Total Equipment</b>   |       |       |       |          | \$0.00     |
| <b>Misc.:</b>  |       |       |       |          |            |
| Safety costs   |       |       |       |          | \$0.00     |
| Tools  |       |       |       |          | \$0.00     |
| Freight  |       |       |       |          | \$0.00     |
| Dump fees  |       | LS    |       |          | \$0.00     |
| <b>Total Misc. Costs:</b>  |       |       |       |          | \$0.00     |
| <b>Total Labor, Mtls, Equip</b>  |       |       |       |          | \$0.00     |
| <b>Subcontractor Costs:</b>  |       |       |       |          |            |
| Grade, install fabric and 3" of 1 1/2" river rock to cover bare area between landscaping of Amazon.Com to curb at Northwest corner of site | 1     | LS    |       |          | \$259.00   |
| lawn area to new drainage swale including sod, irrigation system and gravel.   | 1     | LS    |       |          | \$1,216.00 |
| <b>Total Subcontractor Costs</b>   |       |       |       |          | \$0.00     |
|  |       |       |       |          | \$1,475.00 |
| GC overhead charge on sub  | 5%    |       |       |          | \$73.75    |
| <b>Subtotal Labor, Mtls, &amp; Subs</b>  |       |       |       |          | \$1,548.75 |
| Liab. Insur. @ 1.5%  | 1.50% |       |       |          | \$23.23    |
| Bond rate @ 0.74%  | 0.74% |       |       |          | \$11.46    |
| <b>TOTAL</b>   |       |       |       |          | \$1,583    |
| Washington Sales Tax   | 8.30% |       |       |          | \$131.43   |
| <b>TOTAL w/ SALES TAX</b>  |       |       |       |          | \$1,714.87 |

Approved by \_\_\_\_\_

Date \_\_\_\_\_



**BAGLEY LANDSCAPE  
CONSTRUCTION, INC.**  
91 Fraser Drive - P.O. Box 3348  
Pasco, WA 99302

(509) 546-2449  
Fax (509) 544-9656

TO Chervenell Construction Co.  
P.O. Box 6935  
Kennewick, WA 99336

# LANDSCAPING PROPOSAL

10040

|   |                             |
|---|-----------------------------|
| PHONE   | DATE<br>9/17/2007           |
| CONTRACTOR LICENSE NO.<br>BAGLELC561DS            | JOB PHONE NO.               |
| JOB NAME / NO. / LOCATION<br>Benton County Health |                             |
| LANDSCAPE ARCHITECT                               | DATE OF PLANS               |
| APPROXIMATE STARTING DATE                         | APPROXIMATE COMPLETION DATE |

We hereby submit specifications and estimates for:

Option One will be to grade, install fabric and a 3" lift of 1.5" river rock to cover 315 sq ft in the north west corner of the site. This will tie in the landscaping at the Amazon.com to the back of the curb.  
\$259.00

Option Two will be to complete landscaping in the south east corner of the project by the drainage swall. This will include grading areas where there is no existing rock. New 5/8" clean chipped gravel will then be installed from the existing to the bark. Rock will cover 1140 sq ft. We will continue the lawn from the coroner's office to bark. This will include extending irrigation to cover new sod. Sod to be installed 500 sq ft.  
\$1,216.00

This does not include tax.

We Propose hereby to furnish material and labor -- complete in accordance with the above specifications, for the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_).

Payment to be made as follows:  
Upon completion or monthly progressive billing. Thank you.

Authorized Signature \_\_\_\_\_  
 Note: This proposal may be withdrawn by us if not accepted within **30** days.

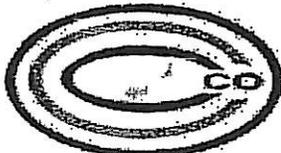
All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

**You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Cancellation must be done in writing.**

### Acceptance of Proposal --

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Fax accepted as contract.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_



EST. 1975

# CHERVENELL CONSTRUCTION CO

PO Box 6935  
Kennewick, WA. 99336

RECEIVED

OCT 22 2007

**Benton County Health District  
Kennewick, WA**

CHANGE PROPOSAL NO. X-033

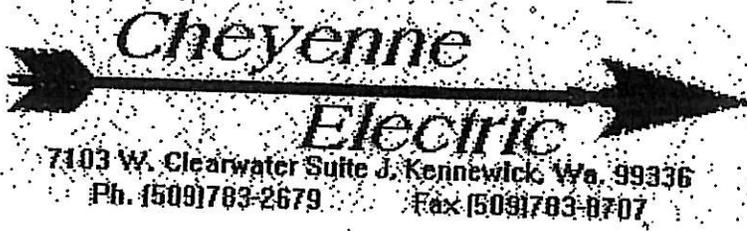
REF: WCPR-

Add lights in Penthouse

| Direct Labor:                                   | Qty | Unit  | Rate  | Subtotal | Total      |
|---|-----|-------|-------|----------|------------|
|   |     | Hours | 40.00 |          | \$0.00     |
|   |     | Hours | 40.00 |          | \$0.00     |
|   |     | Hours | 40.00 |          | \$0.00     |
| Supervision                                     |     | Hours | 45.00 |          | \$0.00     |
| <b>Total Labor</b>                              |     |       |       |          | \$0.00     |
| <b>Materials:</b>                               |     |       |       |          |            |
|   |     | LS    |       |          | \$0.00     |
|   |     | LS    |       |          | \$0.00     |
|   |     | LS    |       |          | \$0.00     |
| <b>Total Materials</b>                          |     |       |       |          | \$0.00     |
| <b>Equipment:</b>                               |     |       |       |          |            |
|   |     | LS    |       |          | \$0.00     |
|   |     |       |       |          | \$0.00     |
|   |     |       |       |          | \$0.00     |
| <b>Total Equipment</b>                          |     |       |       |          | \$0.00     |
| <b>Misc.:</b>                                   |     |       |       |          |            |
| Safety costs                                    |     |       |       |          | \$0.00     |
| Tools   |     |       |       |          | \$0.00     |
| Freight   |     |       |       |          | \$0.00     |
| Dump fees                                       |     | LS    |       |          | \$0.00     |
| <b>Total Misc. Costs:</b>                       |     |       |       |          | \$0.00     |
| <b>Total Labor, Mtls, Equip</b>                 |     |       |       |          | \$0.00     |
| <b>Subcontractor Costs:</b>                     |     |       |       |          |            |
| Install lights in Penthouse per Sketch<br>EA.01 |     |       |       |          | \$1,191.51 |
|   |     |       |       |          | \$0.00     |
|   |     |       |       |          | \$0.00     |
|   |     |       |       |          | \$0.00     |
|   |     |       |       |          | \$0.00     |
|   |     |       |       |          | \$0.00     |
| <b>Total Subcontractor Costs</b>                |     |       |       |          | \$1,191.51 |
| GC overhead charge on sub                       |     | 5%    |       |          | \$59.58    |
| <b>Subtotal Labor, Mtls, &amp; Subs</b>         |     |       |       |          | \$1,251.09 |
| Liab. Insur. @ 1.5%                             |     | 1.50% |       |          | \$18.77    |
| Bond rate @ 0.74%                               |     | 0.74% |       |          | \$9.26     |
| <b>TOTAL</b>                                    |     |       |       |          | \$1,279    |
| Washington Sales Tax                            |     | 8.30% |       |          | \$106.17   |
| <b>TOTAL w/ SALES TAX</b>                       |     |       |       |          | \$1,385.28 |

Approved by \_\_\_\_\_

Date \_\_\_\_\_



**REQUEST FOR CHANGE**

October 4, 2007

**Chervenell Construction Co.  
P.O. Box 6935  
Kennewick, Wa. 99336  
Attn: Bill Holstein**

Regarding: **Benton County Health District Office - Request for Change**  
Reference: **PR-00X - Penthouse Lights / Power**

Dear Bill,

Please find the following breakdown of costs associated with the addition of light fixtures and additional power outlet in the Penthouse. The proposal excludes the replacement of the already installed 1" conduits for rooftop antennas to 2" conduits (per verbal direction).

|                       |                   |
|-----------------------|-------------------|
| <b>Labor</b>          | <b>\$ 523.55</b>  |
| <b>Materials</b>      | <b>\$ 108.65</b>  |
| <b>Light Fixtures</b> | <b>\$ 451.00</b>  |
| <hr/>                 |                   |
| <b>Sub-Total</b>      | <b>\$1,083.20</b> |
| <b>OH &amp; P 10%</b> | <b>\$ 108.32</b>  |
| <hr/>                 |                   |
| <b>Total Proposal</b> | <b>\$1,191.51</b> |

Please feel free to contact me at 509-783-2679 or cellular 509-366-5425 if you have any questions or comments.

Sincerely,

**Andrew Hunt - President  
CHEYENNE ELECTRIC, INC.**

**Bill Holstein**

---

**From:** WAYNE HUNSUCKER [wayne@cwharchitects.com]  
**Sent:** Wednesday, October 03, 2007 1:06 PM  
**To:** 'Bill Holstein'  
**Cc:** 'PAT MARLOW'  
**Subject:** FW: BCHDB - Elevator Penthouse  
**Attachments:** Roof-Penthouse.pdf

Bill,

Here is the layout for the penthouse lights and power outlets.

Wayne Hunsucker, AIA  
CWH Architects, PS  
6320 W. Clearwater Ave., Ste C  
Kennewick, WA 99336  
509.736.0581  
Fax 509.735.1420  
[www.cwharchitects.com](http://www.cwharchitects.com)

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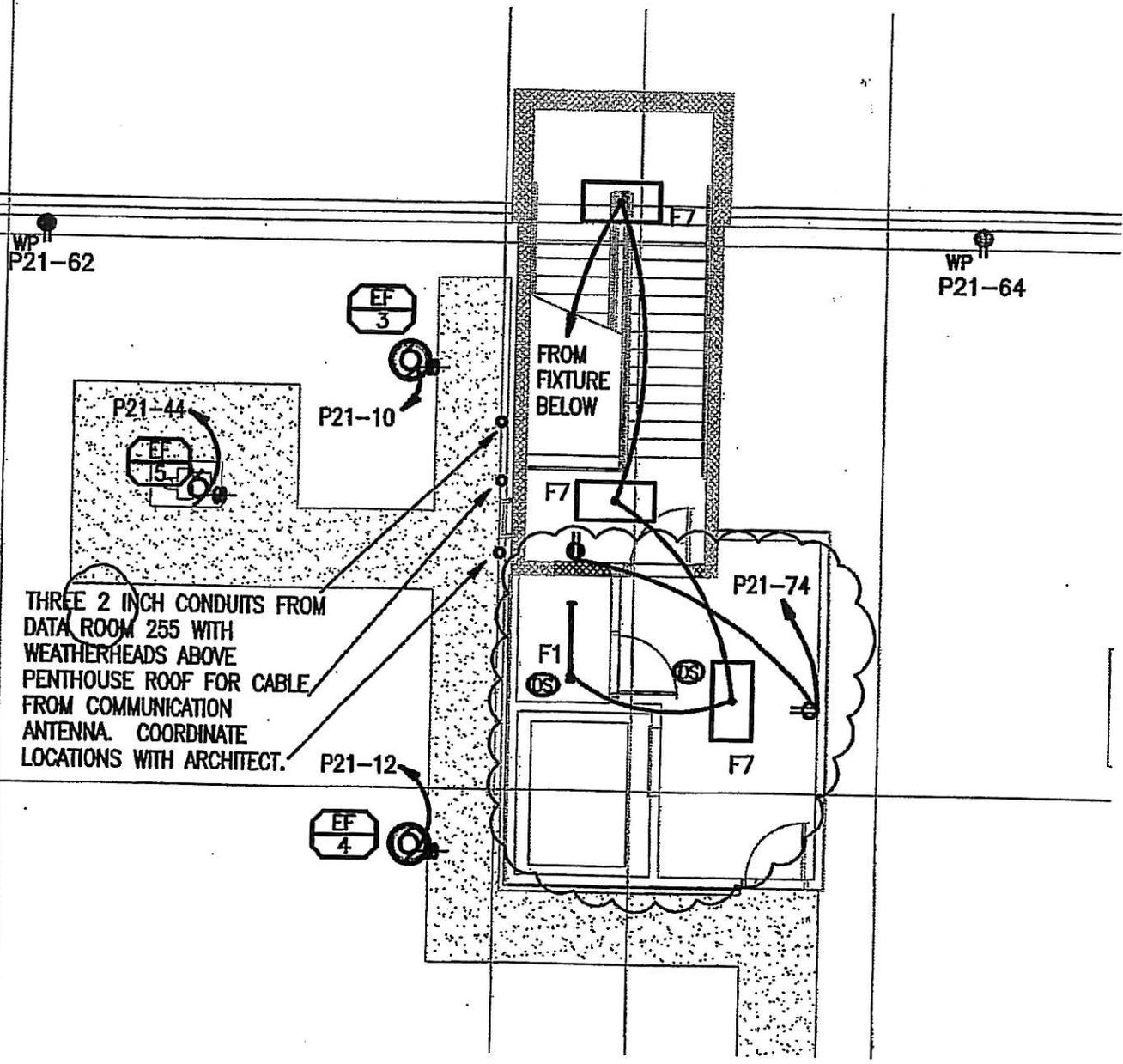
**From:** Dave Wordinger [mailto:davew@lseng.com]  
**Sent:** Wednesday, October 03, 2007 10:49 AM  
**To:** WAYNE HUNSUCKER  
**Subject:** BCHDB - Elevator Penthouse

--

**David Wordinger**, Electrical Engineer  
v:509.747.2179 f:509.747.2186 l:[www.lseng.com](http://www.lseng.com)  
**L&S Engineering Associates, Inc.**  
'High Performance Design'

10/22/2007

Path District Bldg\2006-059a\Roof.dwg, 8X11 SIZE PLOT, 03-Oct-07 10:46:08



REF: E3.01  
**ROOF ELEVATOR PENTHOUSE**

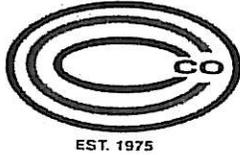
Path District Bldg\2006-059a\Roof.dwg, 8X11 SIZE PLOT, 03-Oct-07 10:46:08



The Commission Building, West 216 Pacific Avenue, Suite 211, Spokane, Washington 99201  
 P: (509) 747-2799 Fax: (509) 747-2186 www.lseeng.com

Date: 3 OCT 07  
 Job No: 06102  
 Drawn: DHW  
 Chkd: DHW

**EA.01**



**CHERVENELL CONSTRUCTION CO.**  
 PO Box 6935  
 Kennewick, WA. 99336

*Benton County Health District*  
*Kennewick, WA*

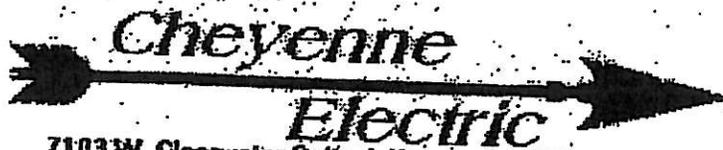
CHANGE PROPOSAL NO. X-035

REF: WCPR-012

| Direct Labor:                           | Qty   | Unit  | Rate  | Subtotal | Total             |
|---|-------|-------|-------|----------|-------------------|
|   |       | Hours | 40.00 |          | \$0.00            |
|   |       | Hours | 40.00 |          | \$0.00            |
| Supervision                             |       | Hours | 40.00 |          | \$0.00            |
|   |       | Hours | 45.00 |          | \$0.00            |
| <b>Total Labor</b>                      |       |       |       |          | <b>\$0.00</b>     |
| <b>Materials:</b>                       |       |       |       |          |                   |
|   |       | LS    |       |          | \$0.00            |
|   |       | LS    |       |          | \$0.00            |
|   |       | LS    |       |          | \$0.00            |
| <b>Total Materials</b>                  |       |       |       |          | <b>\$0.00</b>     |
| <b>Equipment:</b>                       |       |       |       |          |                   |
|   |       | LS    |       |          | \$0.00            |
|   |       |       |       |          | \$0.00            |
| <b>Total Equipment</b>                  |       |       |       |          | <b>\$0.00</b>     |
| <b>Misc.:</b>                           |       |       |       |          |                   |
| Safety costs                            |       |       |       |          | \$0.00            |
| Tools                                   |       |       |       |          | \$0.00            |
| Freight                                 |       |       |       |          | \$0.00            |
| Dump fees                               |       | LS    |       |          | \$0.00            |
| <b>Total Misc. Costs:</b>               |       |       |       |          | <b>\$0.00</b>     |
| <b>Total Labor, Mtls, Equip</b>         |       |       |       |          | <b>\$0.00</b>     |
| <b>Subcontractor Costs:</b>             |       |       |       |          |                   |
| Additional outlets in Rooms 004A & 260  |       |       |       |          | \$890.67          |
|   |       |       |       |          | \$0.00            |
| <b>Total Subcontractor Costs</b>        |       |       |       |          | <b>\$890.67</b>   |
| GC overhead charge on sub               | 5%    |       |       |          | \$44.53           |
| <b>Subtotal Labor, Mtls, &amp; Subs</b> |       |       |       |          | <b>\$935.20</b>   |
| Liab. Insur. @ 1.5%                     | 1.50% |       |       |          | \$14.03           |
| Bond rate @ 0.74%                       | 0.74% |       |       |          | \$6.92            |
| <b>TOTAL</b>                            |       |       |       |          | <b>\$956</b>      |
| Washington Sales Tax                    | 8.30% |       |       |          | \$79.36           |
| <b>TOTAL w/ SALES TAX</b>               |       |       |       |          | <b>\$1,035.51</b> |

Approved by \_\_\_\_\_

Date \_\_\_\_\_



7103 W. Clearwater Suite J, Kennewick, Wa. 99336  
Ph. 509/783-2678 Fax 509/783-0707

**REQUEST FOR CHANGE**

November 20, 2007

**Chervenell Construction Co.**  
P.O. Box 6935  
Kennewick, Wa. 99336  
Attn: Bill Holstein

Regarding: **Benton County Health District Office - Request for Change**  
Reference: **PR-012 - Additional Outlets Rooms 004A / 260**

Dear Bill,

Please find the following breakdown of costs associated with the addition of receptacles in room 004A and 260 per the referenced request.

|                       |                  |
|-----------------------|------------------|
| <b>Labor</b>          | <b>\$ 576.00</b> |
| <b>Materials</b>      | <b>\$ 233.70</b> |
| <hr/>                 |                  |
| <b>Sub-Total</b>      | <b>\$ 809.70</b> |
| <b>OH &amp; P 10%</b> | <b>\$ 80.97</b>  |
| <hr/>                 |                  |
| <b>Total Proposal</b> | <b>\$ 890.67</b> |

Please feel free to contact me at 509-585-7000 or cellular 509-727-1118 if you have any questions or comments.

Sincerely,

Andrew Hunt - President  
CHEYENNE ELECTRIC, INC.

 **AIA**® Document G709™ – 2001

**Work Changes Proposal Request**

**PROJECT (Name and address):**  
Benton County Health District  
Building  
7102 W. Okanogan Place  
Kennewick, WA 99336

**PROPOSAL REQUEST NUMBER:** 012

**OWNER:**

**DATE OF ISSUANCE:** October 25, 2007

**ARCHITECT:**

**CONSULTANT:**

**OWNER (Name and address):**  
Benton County  
620 Market Street, PO Box 190  
Prosser, WA 99350-0150

**CONTRACT FOR:** General Construction

**CONTRACTOR:**

**FIELD:**

**CONTRACT DATE:** March 26, 2007

**OTHER:**

**FROM ARCHITECT (Name and address):**  
CWH Architects, PS  
6320 W. Clearwater Ave., Ste. C  
Kennewick, WA 99336

**ARCHITECT'S PROJECT NUMBER:** #06102

**TO CONTRACTOR (Name and address):**  
Chervenell Construction Co.  
7511 W. Arrowhead  
Kennewick, WA 99336

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Within Zero ( 0 ) days, the Contractor must submit this proposal or notify the Architect, in writing, of the date on which proposal submission is anticipated.

**THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.**

**DESCRIPTION (Insert a written description of the Work):**

PLEASE PROVIDE TOTAL COST ESTIMATE (INCLUDING WSST) FOR THE FOLLOWING:

PROVIDE DUPLEX RECEPTACLE ABOVE COUNTERTOP IN ROOM 004A. PROVIDE DUPLEX RECEPTACLE ON THE EAST END OF NORTH WALL OF ROOM 004A. BOTH RECEPTACLES ARE TO BE ON CIRCUIT P13-64.

PROVIDE A NEMA 6-20R RECEPTACLE ABOVE THE COUNTER ON THE WEST WALL NEXT TO THE FUME HOOD IN WORK AREA 260. RECEPTACLE IS TO BE ON CIRCUIT P21-76,78. PROVIDE A 2P-20A CIRCUIT BREAKER IN PANEL P21, SECTION 2.

PROVIDE A NEMA 6-20R RECEPTACLE ABOVE THE COUNTER ON THE WEST WALL IN WORK AREA 260. VERIFY LOCATION WITH ARCHITECT. RECEPTACLE IS TO BE ON CIRCUIT P21-82,84. PROVIDE A 2P-20A CIRCUIT BREAKER IN PANEL P21, SECTION 2.

**ATTACHMENTS (List attached documents that support description):**

**REQUESTED BY THE ARCHITECT:**

  
(Signature)

C. Wayne Hunsucker

(Printed name and title)

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User Notes:

(1195142505)

**Pat Marlow**

---

**From:** WAYNE HUNSUCKER [wayne@cwharchitects.com]  
**Sent:** Thursday, October 25, 2007 6:18 PM  
**To:** 'PAT MARLOW'  
**Subject:** FW: BCHDB

Wayne Hunsucker, AIA  
CWH Architects, PS  
6320 W. Clearwater Ave., Ste C  
Kennewick, WA 99336  
509.736.0581  
Fax 509.735.1420  
[www.cwharchitects.com](http://www.cwharchitects.com)

---

**From:** Dave Wordinger [mailto:davew@lseng.com]  
**Sent:** Thursday, October 25, 2007 4:11 PM  
**To:** WAYNE HUNSUCKER  
**Subject:** BCHDB

Provide a duplex receptacle above the work table in Room 004A. Provide a duplex receptacle on the East end of the North wall of Room 004A. Both receptacles are to be on circuit P13-64.

In work area 260 provide a duplex receptacle above the counter on the west wall next to the fume hood. Receptacle is to be on circuit P21-80.

In work area 260 provide a NEMA 6-20R receptacle above the counter on the west wall next to the fume hood. Receptacle is to be on circuit P21-76,78. Provide a 2P-20A circuit breaker in Panel P21 Section 2.

In work area 260 provide a NEMA 6-20R receptacle above the counter on the west wall. Verify location with architect. Receptacle is to be on circuit P21-82,84. Provide a 2P-20A circuit breaker in Panel P21 Section 2.

--

**David Wordinger**, Electrical Engineer  
v:509.747.2179 f:509.747.2186 i:[www.lseng.com](http://www.lseng.com)  
**L&S Engineering Associates, Inc.**  
'High Performance Design'



**CHERVENELL CONSTRUCTION CO.**  
 PO Box 6935  
 Kennewick, WA. 99336

**Benton County Health District  
 Kennewick, WA**

CHANGE PROPOSAL NO. X-037 REF: N/A  
 Credit for Bronze Plaque Allowance

| Direct Labor:                    | Qty | Unit  | Rate     | Subtotal | Total               |
|----------------------------------|-----|-------|----------|----------|---------------------|
| Installation of the plaque       | 4   | Hours | 40.00    |          | \$160.00            |
|                                  |     | Hours | 40.00    |          | \$0.00              |
|                                  |     | Hours | 40.00    |          | \$0.00              |
| Supervision                      |     | Hours | 45.00    |          | \$0.00              |
| <b>Total Labor</b>               |     |       |          |          | <b>\$160.00</b>     |
| <b>Materials:</b>                |     |       |          |          |                     |
| Cost of plaque                   | 1   | LS    | 2,475.00 |          | \$2,475.00          |
|                                  |     | LS    |          |          | \$0.00              |
|                                  |     | LS    |          |          | \$0.00              |
| <b>Total Materials</b>           |     |       |          |          | <b>\$2,475.00</b>   |
| <b>Equipment:</b>                |     |       |          |          |                     |
|                                  |     | LS    |          |          | \$0.00              |
|                                  |     |       |          |          | \$0.00              |
|                                  |     |       |          |          | \$0.00              |
| <b>Total Equipment</b>           |     |       |          |          | <b>\$0.00</b>       |
| <b>Misc.:</b>                    |     |       |          |          |                     |
| Safety costs                     |     |       |          |          | \$3.20              |
| Tools                            |     |       |          |          | \$4.80              |
| Freight                          |     |       |          |          | \$74.25             |
| Dump fees                        |     | LS    |          |          | \$0.00              |
| <b>Total Misc. Costs:</b>        |     |       |          |          | <b>\$82.25</b>      |
| <b>Total Labor, Mtls, Equip</b>  |     |       |          |          | <b>\$2,717.25</b>   |
| <b>Subcontractor Costs:</b>      |     |       |          |          |                     |
| Plaque Allowance in original bid |     |       |          |          | (\$3,800.00)        |
|                                  |     |       |          |          | \$0.00              |
|                                  |     |       |          |          | \$0.00              |
|                                  |     |       |          |          | \$0.00              |
|                                  |     |       |          |          | \$0.00              |
|                                  |     |       |          |          | \$0.00              |
| <b>Total Subcontractor Costs</b> |     |       |          |          | <b>(\$3,800.00)</b> |
| <b>TOTAL</b>                     |     |       |          |          | <b>(\$1,083)</b>    |

Approved by \_\_\_\_\_

Date \_\_\_\_\_

## LETTER OF TRANSMITTAL

**DATE:** November 16, 2007

**TO:** CHERVENELL CONSTRUCTION CO.  
Attn: Bill Holstein

**FROM:** Wayne Hunsucker, AIA  
Principal

**RE:** Benton Health District Building

Bill,

Attached is a copy of the 26" x 30" bronze plaque and cost information that will be mounted on the Benton Health District Building. The sign is currently being made at Roy Rogers' direction. Per Bid Allowance #2, please develop cost figures to include your time for picking up the completed plaque and installing it on the smooth surface block adjacent to the front entrance to the building. Thanks.

WH/pm

BENTON COUNTY JUSTICE CENTER

BENTON-FRANKLIN HEALTH DISTRICT  
2007 - 2008

BOARD OF COUNTY COMMISSIONERS

Leo Bowman, District 1  
Max Benitz, Jr., District 2  
Claude Oliver, District 3

COUNTY  
ADMINISTRATOR  
David Sparks

DEPUTY COUNTY  
ADMINISTRATOR  
Loretta Smith Kelty

FACILITIES MANAGER  
Roy T. Rogers

DISTRICT HEALTH OFFICER  
Larry D. Jecha, M.D., M.P.H.

ARCHITECT  
CWH Architects PS  
C. Wayne Hunsaker AIA

CONTRACTOR  
Chervenell Construction Co.  
Gary L. Chervenell

↓  
Hunsaker

October 26, 2007

Steve Franckowiak  
Benton County Facilities  
7122 W. Okanogan Place  
Kennewick, WA 99336

Re: Bronze Plaques

We propose to provide and install one 26" x 30" bronze plaque with a single-line wide beveled border per attached drawing. The background color will be in your choice of black, dark oxide, brown or duranodic bronze, and the texture will be Leatherette. Installation of the plaque will be made using the hidden stud-mounting method.

**Total Cost: \$2,475.00 plus tax**

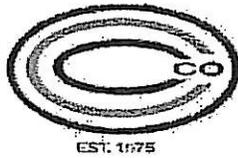
**Terms: Net 10 days after the installation is completed.**

Because of constantly changing material costs, this quote will be withdrawn by us if not accepted within 30 days.

Thank you for giving us the opportunity to quote this plaque. Please call me if you have any questions.

Sincerely,

  
Bob F. Ogata



**CHERVENELL CONSTRUCTION CO.**

PO Box 6935  
 Kennewick, WA. 99336

**Benton County Health District  
 Kennewick, WA**

CHANGE PROPOSAL NO. X-038 REF: WCPR-N/A  
 Install Backflow Preventer

| Direct Labor:  | Qty   | Unit  | Rate  | Subtotal | Total      |
|--|-------|-------|-------|----------|------------|
|  |       | Hours | 40.00 |          | \$0.00     |
|  |       | Hours | 40.00 |          | \$0.00     |
|  |       | Hours | 40.00 |          | \$0.00     |
| Supervision  |       | Hours | 45.00 |          | \$0.00     |
| <b>Total Labor</b>   |       |       |       |          | \$0.00     |
| <b>Materials:</b>  |       |       |       |          |            |
|  |       | LS    |       |          | \$0.00     |
|  |       | LS    |       |          | \$0.00     |
|  |       | LS    |       |          | \$0.00     |
| <b>Total Materials</b>   |       |       |       |          | \$0.00     |
| <b>Equipment:</b>  |       |       |       |          |            |
|  |       | LS    |       |          | \$0.00     |
|  |       |       |       |          | \$0.00     |
|  |       |       |       |          | \$0.00     |
| <b>Total Equipment</b>   |       |       |       |          | \$0.00     |
| <b>Misc.:</b>  |       |       |       |          |            |
| Safety costs   |       |       |       |          | \$0.00     |
| Tools  |       |       |       |          | \$0.00     |
| Freight  |       |       |       |          | \$0.00     |
| Dump fees  |       | LS    |       |          | \$0.00     |
| <b>Total Misc. Costs:</b>  |       |       |       |          | \$0.00     |
| <b>Total Labor, Mtls, Equip</b>  |       |       |       |          | \$0.00     |
| <b>Subcontractor Costs:</b>  |       |       |       |          |            |
| Install Double Check Valve Backflow Preventer on water line inside of building. The Mechanical Drawings do not show a Backflow Preventer on the domestic water line supplying the building and the City of Kennewick requires one on the |       |       |       |          | \$4,469.17 |
|  |       |       |       |          | \$0.00     |
|  |       |       |       |          | \$0.00     |
| <b>Total Subcontractor Costs</b>   |       |       |       |          | \$4,469.17 |
| GC overhead charge on sub  | 5%    |       |       |          | \$223.46   |
| <b>Subtotal Labor, Mtls, &amp; Subs</b>  |       |       |       |          | \$4,692.63 |
| Liab. Insur. @ 1.5%  | 1.50% |       |       |          | \$70.39    |
| Bond rate @ 0.74%  | 0.74% |       |       |          | \$34.73    |
| <b>TOTAL</b>   |       |       |       |          | \$4,798    |
| Washington Sales Tax   | 8.30% |       |       |          | \$398.21   |
| <b>TOTAL w/ SALES TAX</b>  |       |       |       |          | \$5,195.96 |

Approved by \_\_\_\_\_

Date \_\_\_\_\_

DATE: 11/21/2007

SUBCONTRACTOR: Burgin Mechanical, Inc.  
P.O. Box 1555  
Walla Walla, WA 99362

REFERENCE: **INSTALL 2 1/2" DOUBLE CHECK VALVE**

Project: Benton County Health District Building  
Project #: 07-45

| QUANTITY                          | DESCRIPTION                      | MATERIAL |                   | LABOR           |          |
|-----------------------------------|----------------------------------|----------|-------------------|-----------------|----------|
|                                   |                                  | UNIT     | TOTAL             | UNIT            | TOTAL    |
| 1                                 | Each 2 1/2" Flg. R.P.B.P.        |          | \$1,597.86        |                 | \$114.17 |
| 1                                 | Each 2 1/2" Air Gap Drain        |          | \$107.47          |                 | \$26.64  |
| 2                                 | Each 2 1/2" Flg. Gasket          |          | \$3.71            |                 | \$0.00   |
| 8                                 | Each 5/8" X 2 1/2" Bolt w/Nuts   |          | \$1.93            |                 | \$0.00   |
| 5                                 | Each 2 1/2" C 90 Degree Ells     |          | \$56.69           |                 | \$47.95  |
| 1                                 | Each 2. 1/2" C X M.I.P. Adapters |          | \$119.79          |                 | \$30.45  |
| 8                                 | Feet 2 1/2" L Copper Pipe        |          | \$26.44           |                 | \$9.90   |
| 2                                 | Each 2 1/2" C Flg.               |          | \$148.46          |                 | \$34.25  |
| 3                                 | Each Unistrut Angle Brackets     |          | \$27.31           |                 | \$38.06  |
| 3                                 | Each 2 1/2" C Flg.               |          | \$3.58            |                 | \$19.03  |
| 1                                 | Lot Freight Charge               |          | \$275.00          |                 | \$0.00   |
| 1                                 | Lot Certification Testing        |          | \$75.00           |                 | \$0.00   |
| 1                                 | Lot Pipe Insulation              |          | \$55.00           |                 | \$0.00   |
| <b>SUBTOTAL MATERIAL</b>          |                                  |          | <b>\$3,137.54</b> |                 |          |
| <b>SUBTOTAL LABOR</b>             |                                  |          |                   | <b>\$729.98</b> |          |
| <b>SUBTOTAL</b>                   |                                  |          | <b>\$3,867.52</b> |                 |          |
| <b>15 % PROFIT &amp; OVERHEAD</b> |                                  |          |                   | <b>\$580.13</b> |          |
| <b>SUBTOTAL</b>                   |                                  |          | <b>\$4,447.65</b> |                 |          |
| <b>B &amp; O TAX @ .00484</b>     |                                  |          |                   | <b>\$21.53</b>  |          |
| <b>GRAND TOTAL</b>                |                                  |          | <b>\$4,469.17</b> |                 |          |



**CHERVENELL CONSTRUCTION CO.**

PO Box 6935  
 Kennewick, WA. 99336

**Benton County Health District  
 Kennewick, WA**

CHANGE PROPOSAL NO. X-039 REF: WCPR-N/A  
 Replace sink that is too large

| Direct Labor:  | Qty   | Unit  | Rate  | Subtotal | Total           |
|--|-------|-------|-------|----------|-----------------|
|  |       | Hours | 40.00 |          | \$0.00          |
|  |       | Hours | 40.00 |          | \$0.00          |
|  |       | Hours | 40.00 |          | \$0.00          |
| Supervision  |       | Hours | 45.00 |          | \$0.00          |
| <b>Total Labor</b>   |       |       |       |          | <b>\$0.00</b>   |
| <b>Materials:</b>  |       |       |       |          |                 |
|  |       | LS    |       |          | \$0.00          |
|  |       | LS    |       |          | \$0.00          |
|  |       | LS    |       |          | \$0.00          |
| <b>Total Materials</b>   |       |       |       |          | <b>\$0.00</b>   |
| <b>Equipment:</b>  |       |       |       |          |                 |
|  |       | LS    |       |          | \$0.00          |
|  |       |       |       |          | \$0.00          |
|  |       |       |       |          | \$0.00          |
| <b>Total Equipment</b>   |       |       |       |          | <b>\$0.00</b>   |
| <b>Misc.:</b>  |       |       |       |          |                 |
| Safety costs   |       |       |       |          | \$0.00          |
| Tools  |       |       |       |          | \$0.00          |
| Freight  |       |       |       |          | \$0.00          |
| Dump fees  |       | LS    |       |          | \$0.00          |
| <b>Total Misc. Costs:</b>  |       |       |       |          | <b>\$0.00</b>   |
| <b>Total Labor, Mtls, Equip</b>  |       |       |       |          | <b>\$0.00</b>   |
| <b>Subcontractor Costs:</b>  |       |       |       |          |                 |
| 2 sinks were specified as 43" long and the cabinets are only large enough for 33" sinks. These sinks are heavier gauge steel and have only one drain hole and are not available locally. |       |       |       |          | \$587.74        |
|  |       |       |       |          | \$0.00          |
|  |       |       |       |          | \$0.00          |
| <b>Total Subcontractor Costs</b>   |       |       |       |          | <b>\$587.74</b> |
| GC overhead charge on sub  | 5%    |       |       |          | \$29.39         |
| <b>Subtotal Labor, Mtls, &amp; Subs</b>  |       |       |       |          | <b>\$617.13</b> |
| Liab. Insur. @ 1.5%  | 1.50% |       |       |          | \$9.26          |
| Bond rate @ 0.74%  | 0.74% |       |       |          | \$4.57          |
| <b>TOTAL</b>   |       |       |       |          | <b>\$631</b>    |
| Washington Sales Tax   | 8.30% |       |       |          | \$52.37         |
| <b>TOTAL w/ SALES TAX</b>  |       |       |       |          | <b>\$683.32</b> |

Approved by \_\_\_\_\_

Date \_\_\_\_\_

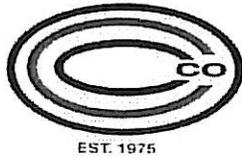
DATE: 11/26/2007

SUBCONTRACTOR: Burgin Mechanical, Inc.  
P.O. Box 1555  
Walla Walla, WA 99362

REFERENCE: CHANGE SDL SINKS TO SMALLER SIZE TO FIT CABINET

Project: Benton County Health District Building  
Project #: 07-45

| QUANTITY                          | DESCRIPTION                | MATERIAL   |                 | LABOR  |        |
|-----------------------------------|----------------------------|------------|-----------------|--------|--------|
|                                   |                            | UNIT       | TOTAL           | UNIT   | TOTAL  |
| 2                                 | Each Elkay LRQ3322-1H Sink | \$450.17   | \$900.34        | \$0.00 | \$0.00 |
| 1                                 | Lot Freight In             | \$75.00    | \$75.00         | \$0.00 | \$0.00 |
| 1                                 | Lot Restocking Fee         | \$180.58   | \$180.58        | \$0.00 | \$0.00 |
| 1                                 | Lot Freight Out            | \$75.00    | \$75.00         | \$0.00 | \$0.00 |
| 2                                 | Each Elkay LRQ4322 Sinks   | (\$361.15) | (\$722.30)      | \$0.00 | \$0.00 |
| <b>SUBTOTAL</b>                   |                            |            | <b>\$508.62</b> |        |        |
| <b>15 % PROFIT &amp; OVERHEAD</b> |                            |            | <b>\$76.29</b>  |        |        |
| <b>SUBTOTAL</b>                   |                            |            | <b>\$584.91</b> |        |        |
| <b>B &amp; O TAX @ .00484</b>     |                            |            | <b>\$2.83</b>   |        |        |
| <b>GRAND TOTAL</b>                |                            |            | <b>\$587.74</b> |        |        |



**CHERVENELL CONSTRUCTION CO.**  
 PO Box 6936  
 Kennewick, WA. 99336

**Benton County Health District  
 Kennewick, WA**

CHANGE PROPOSAL NO. X-041

REF: WCPR-013

Furnish and install cabinet drawer locks

| Direct Labor:                           | Qty   | Unit  | Rate  | Subtotal | Total           |
|---|-------|-------|-------|----------|-----------------|
|   |       | Hours | 40.00 |          | \$0.00          |
|   |       | Hours | 40.00 |          | \$0.00          |
|   |       | Hours | 40.00 |          | \$0.00          |
| Supervision                             |       | Hours | 45.00 |          | \$0.00          |
| <b>Total Labor</b>                      |       |       |       |          | \$0.00          |
| <b>Materials:</b>                       |       |       |       |          |                 |
|   |       | LS    |       |          | \$0.00          |
|   |       | LS    |       |          | \$0.00          |
|   |       | LS    |       |          | \$0.00          |
| <b>Total Materials</b>                  |       |       |       |          | \$0.00          |
| <b>Equipment:</b>                       |       |       |       |          |                 |
|   |       | LS    |       |          | \$0.00          |
|   |       |       |       |          | \$0.00          |
|   |       |       |       |          | \$0.00          |
| <b>Total Equipment</b>                  |       |       |       |          | \$0.00          |
| <b>Misc.:</b>                           |       |       |       |          |                 |
| Safety costs                            |       |       |       |          | \$0.00          |
| Tools                                   |       |       |       |          | \$0.00          |
| Freight                                 |       |       |       |          | \$0.00          |
| Dump fees                               |       | LS    |       |          | \$0.00          |
| <b>Total Misc. Costs:</b>               |       |       |       |          | \$0.00          |
| <b>Total Labor, Mtls, Equip</b>         |       |       |       |          | \$0.00          |
| <b>Subcontractor Costs:</b>             |       |       |       |          |                 |
| Furnish & Install 4 cabinet locks       |       |       |       |          | \$168.00        |
|   |       |       |       |          | \$0.00          |
|   |       |       |       |          | \$0.00          |
|   |       |       |       |          | \$0.00          |
|   |       |       |       |          | \$0.00          |
| <b>Total Subcontractor Costs</b>        |       |       |       |          | \$168.00        |
| GC overhead charge on sub               | 5%    |       |       |          | \$8.40          |
| <b>Subtotal Labor, Mtls, &amp; Subs</b> |       |       |       |          | <b>\$176.40</b> |
| Liab. Insur. @ 1.5%                     | 1.50% |       |       |          | \$2.65          |
| Bond rate @ 0.74%                       | 0.74% |       |       |          | \$1.31          |
| <b>TOTAL</b>                            |       |       |       |          | <b>\$180</b>    |
| Washington Sales Tax                    | 8.30% |       |       |          | \$14.97         |
| <b>TOTAL w/ SALES TAX</b>               |       |       |       |          | <b>\$195.32</b> |

Approved by \_\_\_\_\_

Date \_\_\_\_\_



**AIA**

# Document G709™ – 2001

## Work Changes Proposal Request

**PROJECT (Name and address):**

Benton County Health District  
Building  
Benton County  
7102 W. Okanogan Place  
Kennewick, WA 99336

**PROPOSAL REQUEST NUMBER:** 013

**DATE OF ISSUANCE:** 12/18/07

**OWNER:**

**ARCHITECT:**

**CONSULTANT:**

**CONTRACTOR:**

**FIELD:**

**OTHER:**

**OWNER (Name and address):**

Benton County  
620 Market Street, PO Box 190  
Prosser, WA 99350-0150

**CONTRACT FOR:** General Construction

**CONTRACT DATE:** March 26, 2007

**FROM ARCHITECT (Name and address):**

CWH Architects, PS  
6320 W. Clearwater Ave., Ste. C  
Kennewick, WA 99336

**ARCHITECT'S PROJECT NUMBER:** #06102

**TO CONTRACTOR (Name and address):**

Chervenell Construction Co.  
7511 W. Arrowhead  
Kennewick, WA 99336

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Within Zero ( 0 ) days, the Contractor must submit this proposal or notify the Architect, in writing, of the date on which proposal submission is anticipated.

**THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.**

**DESCRIPTION (Insert a written description of the Work):**

**PLEASE PROVIDE TOTAL COST ESTIMATE (INCLUDING WSST) FOR THE FOLLOWING:**

**ADD DRAWER LOCKS TO THE FOLLOWING:**

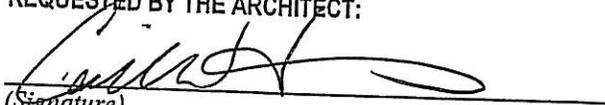
**SHEET #25 - ONE (1) CLOSEST TO WORK WINDOW, TOP DRAWER**

**SHEET #26 - TWO (2) ON FAR LEFT AND FAR RIGHT SIDES, BOTTOM DRAWER**

**SHEET #44 - ONE (1) LEFT SIDE OF WINDOW, TOP DRAWER**

**ATTACHMENTS (List attached documents that support description):**

**REQUESTED BY THE ARCHITECT:**

  
(Signature)

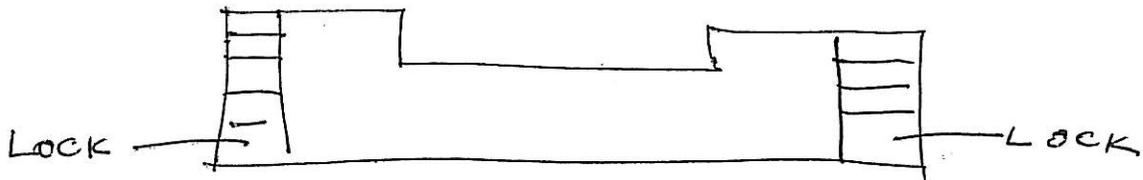
C. Wayne Hunsucker

(Printed name and title)

Ⓝ

WICK WAITING/EMPLOYEE

A8.10



BOTTOM LEFT & BOTTOM RIGHT MOST DRAWERS

Ⓟ

A8.11 VITAL RECORDS

TWO LEFT HAND BANKS OF DRAWER —  
LOCK ON TOP RIGHT DRAWER NEXT  
TO ~~KEE~~ SPACE



EST. 1975

**CHERVENELL CONSTRUCTION CO.**

PO Box 6935  
 Kennewick, WA. 99336

**Benton County Health District  
 Kennewick, WA**

CHANGE PROPOSAL NO. X-043

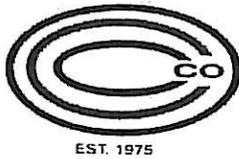
REF: WCPR-N/A

Timer for Recirculating Pump for Water Heater

| Direct Labor:  | Qty   | Unit  | Rate  | Subtotal | Total           |
|--|-------|-------|-------|----------|-----------------|
|  |       | Hours | 40.00 |          | \$0.00          |
|  |       | Hours | 40.00 |          | \$0.00          |
|  |       | Hours | 40.00 |          | \$0.00          |
| Supervision  |       | Hours | 45.00 |          | \$0.00          |
| <b>Total Labor</b>   |       |       |       |          | <b>\$0.00</b>   |
| <b>Materials:</b>  |       |       |       |          |                 |
|  |       | LS    |       |          | \$0.00          |
|  |       | LS    |       |          | \$0.00          |
|  |       | LS    |       |          | \$0.00          |
| <b>Total Materials</b>   |       |       |       |          | <b>\$0.00</b>   |
| <b>Equipment:</b>  |       |       |       |          |                 |
|  |       | LS    |       |          | \$0.00          |
|  |       |       |       |          | \$0.00          |
|  |       |       |       |          | \$0.00          |
| <b>Total Equipment</b>   |       |       |       |          | <b>\$0.00</b>   |
| <b>Misc.:</b>  |       |       |       |          |                 |
| Safety costs   |       |       |       |          | \$0.00          |
| Tools  |       |       |       |          | \$0.00          |
| Freight  |       |       |       |          | \$0.00          |
| Dump fees  |       | LS    |       |          | \$0.00          |
| <b>Total Misc. Costs:</b>  |       |       |       |          | <b>\$0.00</b>   |
| <b>Total Labor, Mtls, Equip</b>  |       |       |       |          | <b>\$0.00</b>   |
| <b>Subcontractor Costs:</b>  |       |       |       |          |                 |
| Furnish & Install Power & Timer for<br>Recirc Pump of Water Heater - one was<br>not shown on the Electrical Drawings |       |       |       |          | \$200.00        |
| <b>Total Subcontractor Costs</b>   |       |       |       |          | <b>\$0.00</b>   |
| <b>Total Subcontractor Costs</b>   |       |       |       |          | <b>\$200.00</b> |
| GC overhead charge on sub  | 5%    |       |       |          | \$10.00         |
| <b>Subtotal Labor, Mtls, &amp; Subs</b>  |       |       |       |          | <b>\$210.00</b> |
| Liab. Insur. @ 1.5%  | 1.50% |       |       |          | \$3.15          |
| Bond rate @ 0.74%  | 0.74% |       |       |          | \$1.55          |
| <b>TOTAL</b>   |       |       |       |          | <b>\$215</b>    |
| Washington Sales Tax   | 8.30% |       |       |          | \$17.82         |
| <b>TOTAL w/ SALES TAX</b>  |       |       |       |          | <b>\$232.52</b> |

Approved by \_\_\_\_\_

Date \_\_\_\_\_



**CHERVENELL CONSTRUCTION CO.**

PO Box 6935  
Kennewick, WA. 99336

**Benton County Health District  
Kennewick, WA**

CHANGE PROPOSAL NO. X-044 REF: WCPR- N/A  
Modify piping for Autoclave

| Direct Labor:   | Qty | Unit  | Rate  | Subtotal | Total    |
|---|-----|-------|-------|----------|----------|
|   |     | Hours | 40.00 |          | \$0.00   |
|   |     | Hours | 40.00 |          | \$0.00   |
| Supervision   |     | Hours | 40.00 |          | \$0.00   |
|   |     | Hours | 45.00 |          | \$0.00   |
| <b>Total Labor</b>  |     |       |       |          | \$0.00   |
| <b>Materials:</b>   |     |       |       |          |          |
|   |     | LS    |       |          | \$0.00   |
|   |     | LS    |       |          | \$0.00   |
|   |     | LS    |       |          | \$0.00   |
| <b>Total Materials</b>  |     |       |       |          | \$0.00   |
| <b>Equipment:</b>   |     |       |       |          |          |
|   |     | LS    |       |          | \$0.00   |
|   |     |       |       |          | \$0.00   |
| <b>Total Equipment</b>  |     |       |       |          | \$0.00   |
| <b>Misc.:</b>   |     |       |       |          |          |
| Safety costs  |     |       |       |          | \$0.00   |
| Tools   |     |       |       |          | \$0.00   |
| Freight   |     |       |       |          | \$0.00   |
| Dump fees   |     | LS    |       |          | \$0.00   |
| <b>Total Misc. Costs:</b>   |     |       |       |          | \$0.00   |
| <b>Total Labor, Mtls, Equip</b>   |     |       |       |          | \$0.00   |
| <b>Subcontractor Costs:</b>   |     |       |       |          |          |
| From location of existing 1" pipe, route<br>new 3/4" line to wall of Autoclave Room -<br>surface mount new pipe on face of wall |     |       |       |          | \$545.74 |
| <b>Total Subcontractor Costs</b>  |     |       |       |          | \$545.74 |
| GC overhead charge on sub   |     | 5%    |       |          | \$27.29  |
| <b>Subtotal Labor, Mtls, &amp; Subs</b>   |     |       |       |          | \$573.03 |
| Liab. Insur. @ 1.5%   |     | 1.50% |       |          | \$8.60   |
| Bond rate @ 0.74%   |     | 0.74% |       |          | \$4.24   |
| <b>TOTAL</b>  |     |       |       |          | \$586    |
| Washington Sales Tax  |     | 8.30% |       |          | \$48.63  |
| <b>TOTAL w/ SALES TAX</b>   |     |       |       |          | \$634.49 |

Approved by \_\_\_\_\_

Date \_\_\_\_\_

DATE: 1/23/2008

SUBCONTRACTOR: Burgin Mechanical, Inc.  
P.O. Box 1555  
Walla Walla, WA 99362

REFERENCE: 3/4" COLD WATER LINE FOR AUTOCLAVE

Project: Benton County Health District Building  
Project #: 07-45

| QUANTITY                          | DESCRIPTION | MATERIAL                 |         | LABOR           |                 |         |
|-----------------------------------|-------------|--------------------------|---------|-----------------|-----------------|---------|
|                                   |             | UNIT                     | TOTAL   | UNIT            | TOTAL           |         |
| 15                                | Feet        | 3/4" L Copper Pipe       | \$4.81  | \$72.15         | \$3.05          | \$45.75 |
| 1                                 | Each        | 1" X 3/4" C Reducing Tee | \$20.56 | \$20.56         | \$34.25         | \$34.25 |
| 4                                 | Each        | 3/4" C 90 Degree Ells    | \$3.43  | \$13.72         | \$19.79         | \$79.16 |
| 1                                 | Each        | 3/4" C Ball Valve        | \$36.90 | \$36.90         | \$19.03         | \$19.03 |
| 2                                 | Feet        | 1 5/8" Unistrut          | \$1.36  | \$2.72          | \$0.00          | \$0.00  |
| 2                                 | Each        | 3/4" C Unistrut Clamps   | \$1.03  | \$2.06          | \$19.03         | \$38.06 |
| 1                                 | Lot         | Pipe Insulation          | \$85.00 | \$85.00         | \$0.00          | \$0.00  |
| 1                                 | Each        | 3/4" Pipe Hanger         | \$1.21  | \$1.21          | \$19.03         | \$19.03 |
| 5                                 | Feet        | 3/8" Allthread Rod       | \$0.36  | \$1.80          | \$0.00          | \$0.00  |
| 1                                 | Each        | 3/8" Beam Clamp          | \$0.87  | \$0.87          | \$0.00          | \$0.00  |
| <b>SUBTOTAL MATERIAL</b>          |             |                          |         | <b>\$236.99</b> |                 |         |
| <b>SUBTOTAL LABOR</b>             |             |                          |         |                 | <b>\$235.28</b> |         |
| <b>SUBTOTAL</b>                   |             |                          |         | <b>\$472.27</b> |                 |         |
| <b>15 % PROFIT &amp; OVERHEAD</b> |             |                          |         | <b>\$70.84</b>  |                 |         |
| <b>SUBTOTAL</b>                   |             |                          |         | <b>\$543.11</b> |                 |         |
| <b>B &amp; O TAX @ .00484</b>     |             |                          |         | <b>\$2.63</b>   |                 |         |
| <b>GRAND TOTAL</b>                |             |                          |         | <b>\$545.74</b> |                 |         |

## REQUEST FOR INFORMATION

Fowler, GC                      PROJECT NO.      FGC 08-002                      DATE      23-Jan-08

Benton County Justice Ctr      Courtroom TI Project                      Project Location      Kennewick, WA

PROJECT:                      BCJC Courtroom TI Project                      FGC RFI #      2

ITEM/SUBJECT:                      Court Recorder Desk

REF. DWG. OR SPEC.      \_\_\_\_\_

TO :                      CWH Architects                      FROM:                      Fowler General Construction  
 Contact Name:                      Wayne Hunsucker                      Contact Name:                      Jasen Banta  
 Fax Number:                      509-735-1420                      Fax Number:                      509-943-8875

ORIGINATOR                      Jasen Banta                      FIRM:                      Fowler General Construction

| Transmittal Tracking  | To Fowler | Fowler to AE | Response to Fowler | Response to Subcontractor | Notes |
|-----------------------|-----------|--------------|--------------------|---------------------------|-------|
| Date Sent             |           | 1/23/2008    |                    |                           |       |
| Date Received         | 1/23/2008 |              |                    |                           |       |
| Transmitters Initials |           | JDB          |                    |                           |       |

**INFORMATION NEEDED :**

Courtroom Recorder desk doesn't have structure to allow concealment of electrical, phone, data or any other conduit stubs. Please advise.

**CC Contact:**

Sender :                      Jasen Banta                      Response Needed Date                      2/24/2008

**REPLY:**

Per our site walk through yesterday, bring the conduit up in the v shaped corner of the desk. We can add a plywood panel later if needed. The existing desk has exposed wire mould under the counter.

Responder:                      Wayne Hunsucker                      Date :                      1/23/2008

**THIS IS NOT AN AUTHORIZATION TO PROCEED WITH WORK INVOLVING ADDITIONAL COST AND/OR TIME. NOTIFICATION MUST BE GIVEN IN ACCORDANCE WITH THE CONTRACT DOCUMENTS IF ANY RESPONSE CAUSES CHANGES IN THE CONTRACT DOCUMENTS.**

**Pat Marlow**

---

**From:** Pat Marlow [pat@cwharchitects.com]  
**Sent:** Thursday, January 17, 2008 12:15 PM  
**To:** 'Bill Holstein'  
**Cc:** 'WAYNE HUNSUCKER'  
**Subject:** FW: Benton Health District Building  
**Attachments:** MC-1 Autoclave.pdf

Bill,  
Please see attached drawing for changes that need to be made. Please provide cost estimate. Please call our office with any questions. Thanks.

*Pat Marlow*  
Business Manager  
CWH ARCHITECTS, PS  
(509) 736-0581 (O)  
(509) 735-1420 (F)  
pat@cwharchitects.com  
[www.cwharchitects.com](http://www.cwharchitects.com)

---

**From:** David B. Moore [mailto:davem@lseng.com]  
**Sent:** Thursday, January 17, 2008 11:18 AM  
**To:** Pat Marlow  
**Subject:** Re: Benton Health District Building

Pat,  
I have clarified the autoclave requirements with David Miller. See attached drawing MC-1 for revisions. The existing HW connection is 1/2" and that is OK. The existing CW connection is 1/2" and needs to be 3/4". The equipment supplier has requested that as long as changes are being made, that the existing stop valves be replaced with ball valves and positioned 4" from the wall. The manufacturer's installation instructions do call for a 3/4" CW line, and I missed it.

---

**David B. Moore**, P.E., Principal  
v:509.747.2179 f:509.747.2186 i:[www.lseng.com](http://www.lseng.com)  
**L&S Engineering Associates, Inc.**  
'High Performance Design'

Pat Marlow wrote:  
Dave,

I have attached one of the ACD's for this project. Hopefully this will work to copy the title block from. Let me know if you have any problems. Thanks.

*Pat Marlow*  
Business Manager  
CWH ARCHITECTS, PS  
(509) 736-0581 (O)  
(509) 735-1420 (F)  
pat@cwharchitects.com  
[www.cwharchitects.com](http://www.cwharchitects.com)

**Pat Marlow**

---

**From:** David B. Moore [davem@lseng.com]  
**Sent:** Thursday, January 17, 2008 11:18 AM  
**To:** Pat Marlow  
**Subject:** Re: Benton Health District Building  
**Attachments:** MC-1 Autoclave.pdf

Pat,

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The existing HW connection is 1/2" and that is OK. The existing CW connection is 1/2" and needs to be 3/4". The equipment supplier has requested that as long as changes are being made, that the existing stop valves be replaced with ball valves and positioned 4" from the wall.

The manufacturer's installation instructions do call for a 3/4" CW line, and I missed it. As is usual in such cases, L&S is willing to contribute for the added costs to revise the piping. If you could get the contractor to price this change and get it to us, I would appreciate it.

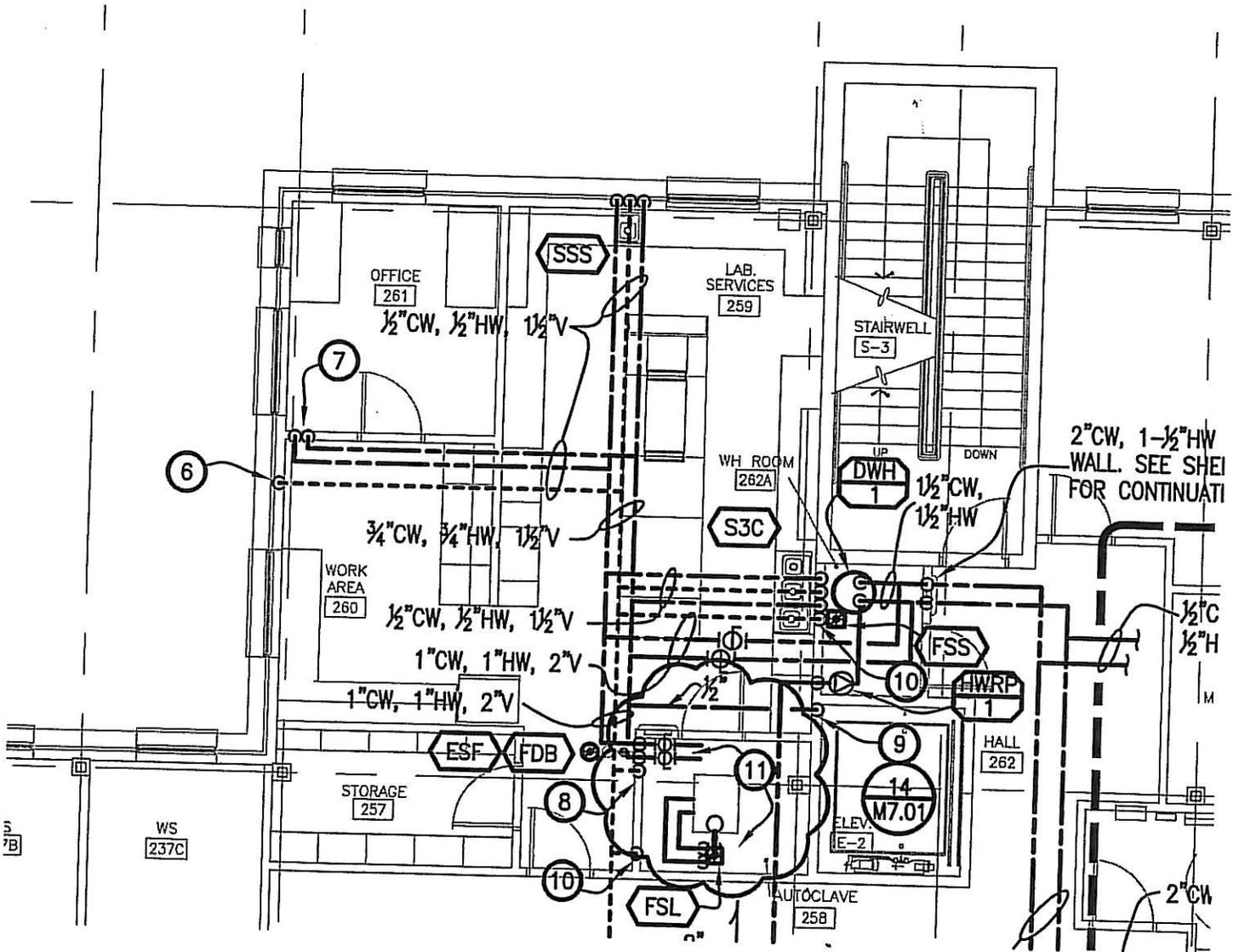
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**David B. Moore**, P.E., Principal  
v:509.747.2179 f:509.747.2186 i:[www.lseng.com](http://www.lseng.com)  
**L&S Engineering Associates, Inc.**  
'High Performance Design'

Pat Marlow wrote:

Dave,  
I have attached one of the ACD's for this project. Hopefully this will work to copy the title block from. Let me know if you have any problems. Thanks.

*Pat Marlow*  
Business Manager  
**CWH ARCHITECTS, PS**  
(509) 736-0581 (O)  
(509) 735-1420 (F)  
[pat@cwarchitecture.com](mailto:pat@cwarchitecture.com)  
[www.cwarchitecture.com](http://www.cwarchitecture.com)



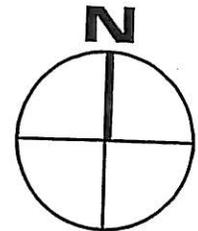
(10) 2"V DN IN WALL

(11) AUTOCLAVE: PROVIDE 3/4" CW, 1/2" HW WITH BALL VALVES. POSITION BALL VALVES 4" FROM WALL. PROVIDE 1-1/2" D TO FS, 3/4" PRESS. RELIEF TO FS, 1" PRESS. RELIEF TO FS

# SECOND FLOOR PLUMBING PLAN

1/8" = 1'-0"

REVISE WATER CONNECTIONS  
TO AUTOCLAVE



**CWH** ARCHITECTS P.A.

rchitecture • planning • design

320 W. Clearwater Ave. Suite C Kennewick, WA 99336  
Phone: 509.736.0581 fax: 509.735.1420

PROJECT:  
**BENTON COUNTY  
HEALTH BUILDING**  
KENNEWICK, WASHINGTON

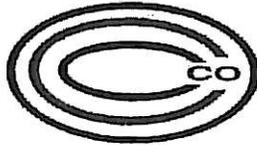
scale:  
project no:  
date:  
drawn by:  
checked by:  
file:

1/8" = 1'-0"  
06102  
JAN 17, 2008  
D. B. M.  
D. B. M.  
06102811

REFERENCE SHEET NUMBER :

**M2.03 2ND FL PLMBG**

**MC-1**



EST. 1975

**CHERVENELL CONSTRUCTION CO.**

PO Box 6935  
 Kennewick, WA. 99336

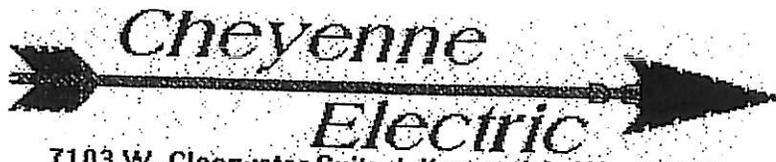
*Benton County Health District  
 Kennewick, WA*

CHANGE PROPOSAL NO. X-045 REF: WCPR- N/A  
 Modifications to Crestron System

| Direct Labor:  | Qty   | Unit  | Rate  | Subtotal | Total      |
|--|-------|-------|-------|----------|------------|
|  |       | Hours | 40.00 |          | \$0.00     |
|  |       | Hours | 40.00 |          | \$0.00     |
|  |       | Hours | 40.00 |          | \$0.00     |
| Supervision  |       | Hours | 45.00 |          | \$0.00     |
| <b>Total Labor</b>   |       |       |       |          | \$0.00     |
| <b>Materials:</b>  |       |       |       |          |            |
|  |       | LS    |       |          | \$0.00     |
|  |       | LS    |       |          | \$0.00     |
|  |       | LS    |       |          | \$0.00     |
| <b>Total Materials</b>   |       |       |       |          | \$0.00     |
| <b>Equipment:</b>  |       |       |       |          |            |
|  |       | LS    |       |          | \$0.00     |
|  |       |       |       |          | \$0.00     |
|  |       |       |       |          | \$0.00     |
| <b>Total Equipment</b>   |       |       |       |          | \$0.00     |
| <b>Misc.:</b>  |       |       |       |          |            |
| Safety costs   |       |       |       |          | \$0.00     |
| Tools  |       |       |       |          | \$0.00     |
| Freight  |       |       |       |          | \$0.00     |
| Dump fees  |       | LS    |       |          | \$0.00     |
| <b>Total Misc. Costs:</b>  |       |       |       |          | \$0.00     |
| <b>Total Labor, Mtls, Equip</b>  |       |       |       |          | \$0.00     |
| <b>Subcontractor Costs:</b>  |       |       |       |          |            |
| Provide and install modifications to<br>Crestron system per attached quote |       |       |       |          | \$2,048.15 |
|  |       |       |       |          | \$0.00     |
|  |       |       |       |          | \$0.00     |
| <b>Total Subcontractor Costs</b>   |       |       |       |          | \$2,048.15 |
| GC overhead charge on sub  | 5%    |       |       |          | \$102.41   |
| <b>Subtotal Labor, Mtls, &amp; Subs</b>                                    |       |       |       |          | \$2,150.56 |
| Liab. Insur. @ 1.5%  | 1.50% |       |       |          | \$32.26    |
| Bond rate @ 0.74%  | 0.74% |       |       |          | \$15.91    |
| <b>TOTAL</b>   |       |       |       |          | \$2,199    |
| Washington Sales Tax   | 8.30% |       |       |          | \$182.49   |
| <b>TOTAL w/ SALES TAX</b>  |       |       |       |          | \$2,381.22 |

Approved by \_\_\_\_\_

Date \_\_\_\_\_



7103 W. Clearwater Suite J, Kennewick, Wa. 99336  
Ph: (509)783-2679 Fax (509)783-0707

**REQUEST FOR CHANGE**

February 19, 2008

**Chervenell Construction Co.**  
P.O. Box 6935  
Kennewick, Wa. 99336  
Attn: Bill Holstein

Regarding: **Benton County Health District Office - Request for Change**  
Reference: **PR-00X – Crestron Power Extenders**

Dear Bill,

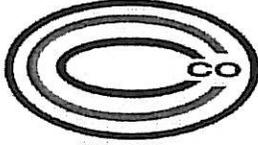
Please find the following breakdown of costs associated with providing and installing the requested control interfaces for the Crestron System in the classrooms and boardroom. This proposal includes the power extenders to provide separate control of light fixtures based on recently provided project drawings. This proposal includes the re-wiring of circuits in the affected areas to match the control scheme desired.

|                       |                    |
|-----------------------|--------------------|
| <b>Labor</b>          | <b>\$ 856.00</b>   |
| <b>Materials</b>      | <b>\$ 925.00</b>   |
| <hr/>                 |                    |
| <b>Sub-Total</b>      | <b>\$ 1,781.00</b> |
| <b>OH &amp; P 15%</b> | <b>\$ 267.15</b>   |
| <hr/>                 |                    |
| <b>Total Proposal</b> | <b>\$ 2,048.15</b> |

Please feel free to contact me at 509-783-2679 or cellular 509-727-1118 if you have any questions or comments.

Sincerely,

Andrew Hunt – President  
CHEYENNE ELECTRIC, INC.  
[andy@cheyenne-electric.com](mailto:andy@cheyenne-electric.com)



EST. 1975

**CHERVENELL CONSTRUCTION CO.**

PO Box 6935  
 Kennewick, WA. 99336

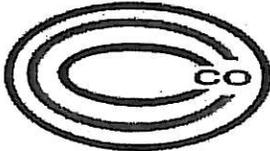
**Benton County Health District  
 Kennewick, WA**

CHANGE PROPOSAL NO. X-046 REF: WCPR-N/A  
**Credit for substitution of Broadloom Carpet for  
 Carpet Tiles in Entry and Board Room**

| Direct Labor:  | Qty | Unit   | Rate      | Subtotal | Total             |
|--|-----|--------|-----------|----------|-------------------|
|  |     | Hours  | 40.00     |          | \$0.00            |
|  |     | Hours  | 40.00     |          | \$0.00            |
|  |     | Hours  | 40.00     |          | \$0.00            |
| Supervision  |     | Hours  | 45.00     |          | \$0.00            |
| <b>Total Labor</b>   |     |        |           |          | \$0.00            |
| <b>Materials:</b>  |     |        |           |          |                   |
|  |     | LS     |           |          | \$0.00            |
|  |     | LS     |           |          | \$0.00            |
|  |     | LS     |           |          | \$0.00            |
| <b>Total Materials</b>                                     |     |        |           |          | \$0.00            |
| <b>Equipment:</b>  |     |        |           |          |                   |
|  |     | LS     |           |          | \$0.00            |
|  |     |        |           |          | \$0.00            |
|  |     |        |           |          | \$0.00            |
| <b>Total Equipment</b>                                     |     |        |           |          | \$0.00            |
| <b>Misc.:</b>  |     |        |           |          |                   |
| Safety costs   |     |        |           |          | \$0.00            |
| Tools  |     |        |           |          | \$0.00            |
| Freight  |     |        |           |          | \$0.00            |
| Dump fees  |     | LS     |           |          | \$0.00            |
| <b>Total Misc. Costs:</b>                                  |     |        |           |          | \$0.00            |
| <b>Total Labor, Mtls, Equip</b>                            |     |        |           |          | \$0.00            |
| <b>Subcontractor Costs:</b>                                |     |        |           |          |                   |
| Replace 121 sy of Carpet Tiles with<br>Broadloom carpeting | 121 | \$5.00 | per sq yd |          | (\$605.00)        |
|  |     |        |           |          | \$0.00            |
|  |     |        |           |          | \$0.00            |
| <b>Total Subcontractor Costs</b>                           |     |        |           |          | (\$605.00)        |
| <b>Subtotal Labor, Mtls, &amp; Subs</b>                    |     |        |           | Credit   | <b>(\$605.00)</b> |

Approved by \_\_\_\_\_

Date \_\_\_\_\_



EST. 1975

# CHERVENELL CONSTRUCTION CO.

PO Box 6935  
Kennewick, WA. 99336

**Benton County Health District  
Kennewick, WA**

CHANGE PROPOSAL NO. X-047

REF: WCPR- N/A

Credit for Temporary Power Costs

| Direct Labor:   | Qty | Unit  | Rate   | Subtotal | Total        |
|---|-----|-------|--------|----------|--------------|
|   |     | Hours | 40.00  |          | \$0.00       |
|   |     | Hours | 40.00  |          | \$0.00       |
| Supervision   |     | Hours | 40.00  |          | \$0.00       |
|   |     | Hours | 45.00  |          | \$0.00       |
| <b>Total Labor</b>  |     |       |        |          | \$0.00       |
| <b>Materials:</b>   |     |       |        |          |              |
|   |     | LS    |        |          | \$0.00       |
|   |     | LS    |        |          | \$0.00       |
|   |     | LS    |        |          | \$0.00       |
| <b>Total Materials</b>  |     |       |        |          | \$0.00       |
| <b>Equipment:</b>   |     |       |        |          |              |
|   |     | LS    |        |          | \$0.00       |
|   |     |       |        |          | \$0.00       |
|   |     |       |        |          | \$0.00       |
| <b>Total Equipment</b>  |     |       |        |          | \$0.00       |
| <b>Misc.:</b>   |     |       |        |          |              |
| Safety costs  |     |       |        |          | \$0.00       |
| Tools   |     |       |        |          | \$0.00       |
| Freight   |     |       |        |          | \$0.00       |
| Dump fees   |     | LS    |        |          | \$0.00       |
| <b>Total Misc. Costs:</b>   |     |       |        |          | \$0.00       |
| <b>Total Labor, Mtls, Equip</b>   |     |       |        |          | \$0.00       |
| <b>Subcontractor Costs:</b>   |     |       |        |          |              |
| Temporary Power should have been paid<br>for by the Contractor but was paid by<br>Benton County |     |       | CREDIT |          | (\$9,662.55) |
|   |     |       |        |          | \$0.00       |
| <b>Total Subcontractor Costs</b>  |     |       |        |          | (\$9,662.55) |
| <b>Subtotal Labor, Mtls, &amp; Subs</b>   |     |       |        |          | (\$9,662.55) |

Approved by \_\_\_\_\_

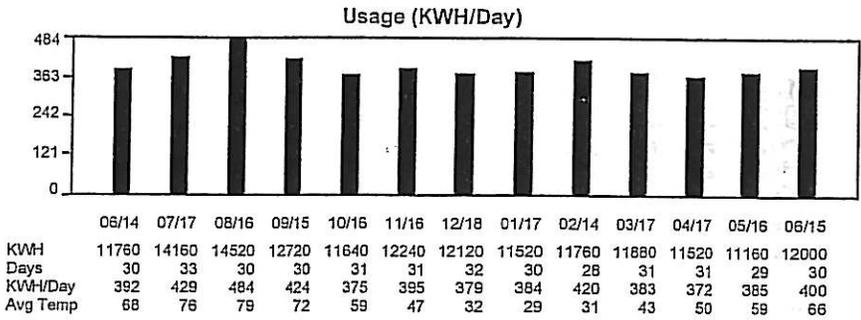
Date \_\_\_\_\_

Service Address: 5600 W Canal Dr, Kennewick WA 99336-2327

| Medium General Service Schedule 22 | Meter Number | Current Read Date | Current Read | Previous Read Date | Previous Read | Read Difference | Meter Multiplier | Usage      |
|------------------------------------|--------------|-------------------|--------------|--------------------|---------------|-----------------|------------------|------------|
| Service From 05/16/07 - 06/15/07   | 45841        | 06/15/07          | 5292         | 05/16/07           | 5192          | 100             | 120              | 12,000 KWH |
|                                    | 45841        | 06/15/07          | 0.341        | 05/16/07           | 0.325         |                 | 120              | 41 KW      |

**General Service - Electric**

Previous Balance \$590.51  
 Payment Received 06/22/07 (Thank You) 590.51-  
**New Charges**  
 Monthly Base Charge 20.85  
 12,000 KWH @\$0.0469 562.80  
 Load Factor 41 %  
 Power Factor 100 %  
 Tax Base \$583.65  
 City Tax 8.5% 49.61  
**Subtotal New Charges 633.26**  
 Balance 633.26  
**Amount Due \$633.26**



*Fac*

Service Address: 7102 W Okanogan Pl, Kennewick WA 99336-2341

**General Service - Electric**

Previous Balance \$0.00  
 Adjustments  
 Connect Fee 10.00  
 Balance 10.00  
**Amount Due \$10.00**

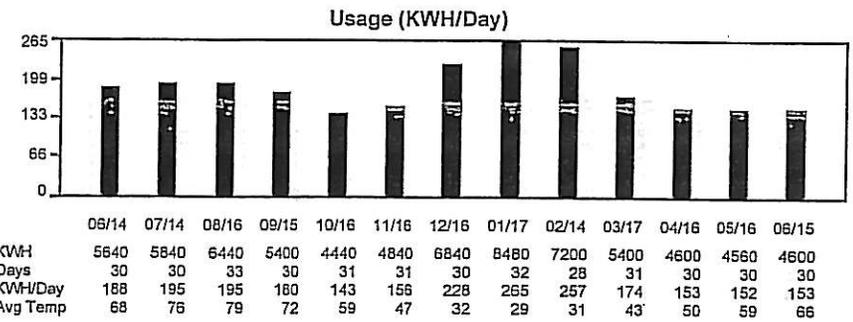
*Fac*

Service Address: 7122 W Okanogan Ave Ofc, Kennewick WA 99336-2341

| Medium General Service Schedule 22 | Meter Number | Current Read Date | Current Read | Previous Read Date | Previous Read | Read Difference | Meter Multiplier | Usage     |
|------------------------------------|--------------|-------------------|--------------|--------------------|---------------|-----------------|------------------|-----------|
| Service From 05/16/07 - 06/15/07   | 45425        | 06/15/07          | 4541         | 05/16/07           | 4426          | 115             | 40               | 4,600 KWH |
|                                    | 45425        | 06/15/07          | 0.364        | 05/16/07           | 0.533         |                 | 40               | 15 KW     |

**General Service - Electric**

Previous Balance \$254.66  
 Payment Received 06/22/07 (Thank You) 254.66-  
**New Charges**  
 Monthly Base Charge 20.85  
 4,600 KWH @\$0.0469 215.74  
 Load Factor 43 %  
 Power Factor 100 %  
 Tax Base \$236.59  
 City Tax 8.5% 20.11  
**Subtotal New Charges 256.70**  
 Balance 256.70  
**Amount Due \$256.70**



*Fac*

Service Address: 5600 W Canal Dr, Kennewick WA 99336-2327

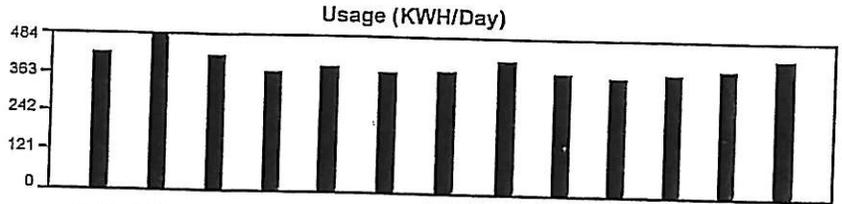
| Medium General Service Schedule 22 |  | Meter Number | Current Read Date | Current Read | Previous Read Date | Previous Read | Read Difference | Meter Multiplier | Usage      |
|------------------------------------|--|--------------|-------------------|--------------|--------------------|---------------|-----------------|------------------|------------|
| Service From 06/15/07 - 07/16/07   |  | 45841        | 07/16/07          | 5404         | 06/15/07           | 5292          | 112             | 120              | 13,440 KWH |
|                                    |  | 45841        | 07/16/07          | 0.378        | 06/15/07           | 0.341         |                 | 120              | 45 KW      |

**General Service - Electric**

Previous Balance \$633.26  
 Payment Received 07/27/07 (Thank You) 633.26-

**New Charges**

Monthly Base Charge 20.85  
 13,440 KWH @\$0.0469 630.34  
 Load Factor 40 %  
 Power Factor 100 %  
 Tax Base \$651.19  
 City Tax 8.5% 55.35  
**Subtotal New Charges 706.54**



Balance 706.54  
**Amount Due \$706.54**

|          | 07/17 | 08/16 | 09/15 | 10/16 | 11/16 | 12/18 | 01/17 | 02/14 | 03/17 | 04/17 | 05/16 | 06/15 | 07/16 |
|----------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| KWH      | 14160 | 14520 | 12720 | 11640 | 12240 | 12120 | 11520 | 11760 | 11880 | 11520 | 11160 | 12000 | 13440 |
| Days     | 33    | 30    | 30    | 31    | 31    | 32    | 30    | 28    | 31    | 31    | 29    | 30    | 31    |
| KWH/Day  | 429   | 484   | 424   | 375   | 395   | 379   | 384   | 420   | 383   | 372   | 385   | 400   | 434   |
| Avg Temp | 76    | 79    | 72    | 59    | 47    | 32    | 29    | 31    | 43    | 50    | 59    | 66    | 76    |

Service Address: 7102 W Okanogan PI, Kennewick WA 99336-2341

| Medium General Service Schedule 22 |  | Meter Number | Current Read Date | Current Read | Previous Read Date | Previous Read | Read Difference | Meter Multiplier | Usage      |
|------------------------------------|--|--------------|-------------------|--------------|--------------------|---------------|-----------------|------------------|------------|
| Service From 05/31/07 - 07/14/07   |  | 47956        | 07/14/07          | 50           | 05/31/07           | 0             | 50              | 40               | 2,000 KWH  |
|                                    |  | 47956        | 07/14/07          | 0.215        | 05/31/07           | 0.000         |                 | 40               | 9 KW       |
|                                    |  | 47956        | 07/14/07          | 55           | 05/31/07           | 0             | 55              | 40               | 2,200 KVAR |

**General Service - Electric**

Previous Balance \$10.00  
 Payment Received 07/27/07 (Thank You) 10.00-

**New Charges**

Monthly Base Charge 30.58  
 2,000 KWH @\$0.0469 93.80  
 Load Factor 21 %  
 Power Factor 67 %  
 Tax Base \$124.38  
 City Tax 8.5% 10.57  
**Subtotal New Charges 134.95**

Balance 134.95  
**Amount Due \$134.95**

Service Address: 7122 W Okanogan Ave Ofc, Kennewick WA 99336-2341

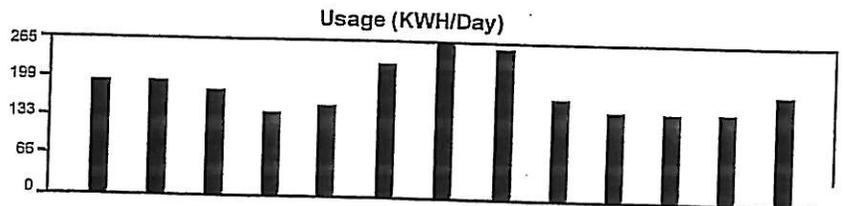
| Medium General Service Schedule 22 |  | Meter Number | Current Read Date | Current Read | Previous Read Date | Previous Read | Read Difference | Meter Multiplier | Usage     |
|------------------------------------|--|--------------|-------------------|--------------|--------------------|---------------|-----------------|------------------|-----------|
| Service From 06/15/07 - 07/14/07   |  | 45425        | 07/14/07          | 4675         | 06/15/07           | 4541          | 134             | 40               | 5,360 KWH |
|                                    |  | 45425        | 07/14/07          | 0.437        | 06/15/07           | 0.364         |                 | 40               | 17 KW     |

**General Service - Electric**

Previous Balance \$256.70  
 Payment Received 07/27/07 (Thank You) 256.70-

**New Charges**

Monthly Base Charge 20.85  
 5,360 KWH @\$0.0469 251.38  
 Load Factor 45 %  
 Power Factor 100 %  
 Tax Base \$272.23  
 City Tax 8.5% 23.14  
**Subtotal New Charges 295.37**



Balance 295.37  
**Amount Due \$295.37**

|          | 07/14 | 08/16 | 09/15 | 10/16 | 11/16 | 12/16 | 01/17 | 02/14 | 03/17 | 04/16 | 05/16 | 06/15 | 07/14 |
|----------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| KWH      | 5840  | 6440  | 5400  | 4440  | 4840  | 6840  | 8480  | 7200  | 5400  | 4600  | 4560  | 4600  | 5360  |
| Days     | 30    | 33    | 30    | 31    | 31    | 30    | 32    | 28    | 31    | 30    | 30    | 30    | 29    |
| KWH/Day  | 195   | 195   | 180   | 143   | 156   | 228   | 265   | 257   | 174   | 153   | 152   | 153   | 185   |
| Avg Temp | 76    | 79    | 72    | 59    | 47    | 32    | 29    | 31    | 43    | 50    | 59    | 66    | 76    |

Service Address: 5600 W Canal Dr, Kennewick WA 99336-2327

| Medium General Service Schedule 22 | Meter Number | Current Read Date | Current Read | Previous Read Date | Previous Read | Read Difference | Meter Multiplier | Usage      |
|------------------------------------|--------------|-------------------|--------------|--------------------|---------------|-----------------|------------------|------------|
| Service From 07/16/07 - 08/14/07   | 45841        | 08/14/07          | 5516         | 07/16/07           | 5404          | 112             | 120              | 13,440 KWH |
|                                    | 45841        | 08/14/07          | 0.369        | 07/16/07           | 0.378         |                 | 120              | 44 KW      |

**General Service - Electric**

Previous Balance \$706.54

Payment Received 08/27/07 (Thank You) 706.54-

**New Charges**

Monthly Base Charge 20.85

13,440 KWH @\$0.0469 630.34

Load Factor 44 %

Power Factor 100 %

Tax Base \$651.19

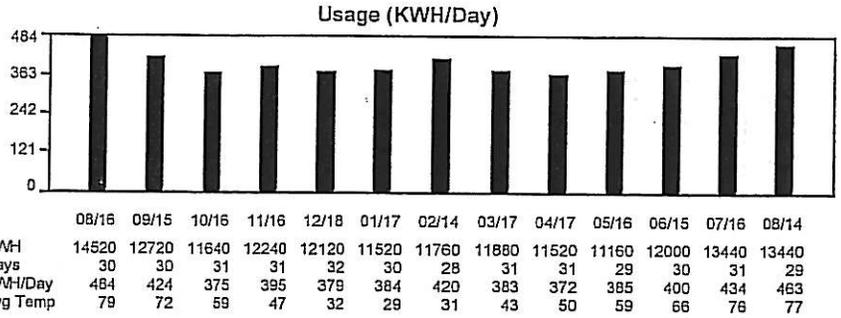
City Tax 8.5% 55.35

**Subtotal New Charges 706.54**

Balance 706.54

**Amount Due \$706.54**

*Fac*



Service Address: 7102 W Okanogan Pl, Kennewick WA 99336-2341

| Medium General Service Schedule 22 | Meter Number | Current Read Date | Current Read | Previous Read Date | Previous Read | Read Difference | Meter Multiplier | Usage      |
|------------------------------------|--------------|-------------------|--------------|--------------------|---------------|-----------------|------------------|------------|
| Service From 07/14/07 - 08/14/07   | 47956        | 08/14/07          | 100          | 07/14/07           | 50            | 50              | 40               | 2,000 KWH  |
|                                    | 47956        | 08/14/07          | 0.257        | 07/14/07           | 0.215         |                 | 40               | 10 KW      |
|                                    | 47956        | 08/14/07          | 98           | 07/14/07           | 55            | 43              | 40               | 1,720 KVAR |

**General Service - Electric**

Previous Balance \$134.95

Payment Received 08/27/07 (Thank You) 134.95-

**New Charges**

Monthly Base Charge 20.85

2,000 KWH @\$0.0469 93.80

Load Factor 27 %

Power Factor 76 %

Tax Base \$114.65

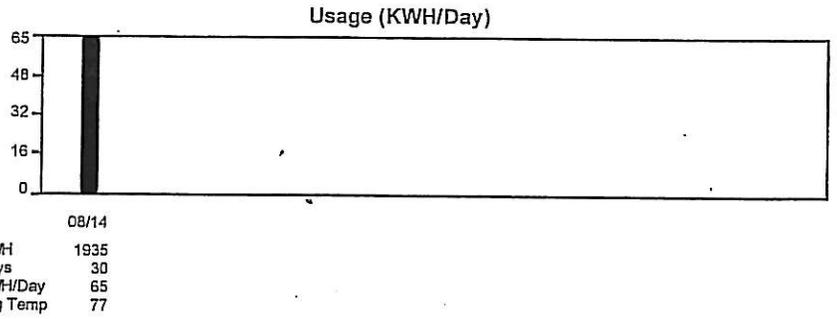
City Tax 8.5% 9.75

**Subtotal New Charges 124.40**

Balance 124.40

**Amount Due \$124.40**

*Fac*



Service Address: 7122 W Okanogan Ave Ofc, Kennewick WA 99336-2341

| Medium General Service Schedule 22 | Meter Number | Current Read Date | Current Read | Previous Read Date | Previous Read | Read Difference | Meter Multiplier | Usage     |
|------------------------------------|--------------|-------------------|--------------|--------------------|---------------|-----------------|------------------|-----------|
| Service From 07/14/07 - 08/14/07   | 45425        | 08/14/07          | 4823         | 07/14/07           | 4675          | 148             | 40               | 5,920 KWH |
|                                    | 45425        | 08/14/07          | 0.464        | 07/14/07           | 0.437         |                 | 40               | 19 KW     |

**General Service - Electric**

Previous Balance \$295.37

Payment Received 08/27/07 (Thank You) 295.37-

**New Charges**

Monthly Base Charge 20.85

5,920 KWH @\$0.0469 277.65

Load Factor 42 %

Power Factor 100 %

Tax Base \$298.50

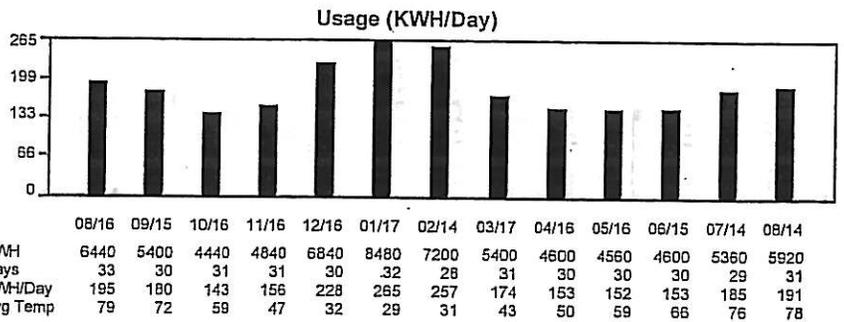
City Tax 8.5% 25.37

**Subtotal New Charges 323.87**

Balance 323.87

**Amount Due \$323.87**

*Fac*



Service Address: 5600 W Canal Dr, Kennewick WA 99336-2327

| Medium General Service Schedule 22 | Meter Number | Current Read Date | Current Read | Previous Read Date | Previous Read | Read Difference | Meter Multiplier | Usage      |
|------------------------------------|--------------|-------------------|--------------|--------------------|---------------|-----------------|------------------|------------|
| Service From 08/14/07 - 09/18/07   | 45841        | 09/18/07          | 5637         | 08/14/07           | 5516          | 121             | 120              | 14,520 KWH |
|                                    | 45841        | 09/18/07          | 0.370        | 08/14/07           | 0.369         |                 | 120              | 44 KW      |

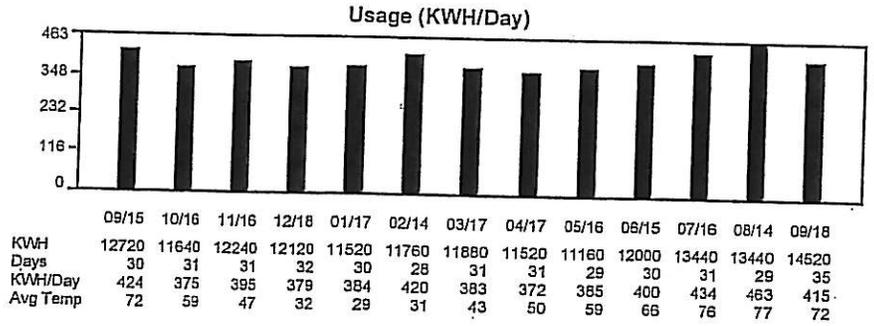
**General Service - Electric**

Previous Balance \$706.54  
 Payment Received 09/28/07 (Thank You) 706.54-

**New Charges**

Monthly Base Charge 20.85  
 7,053 KWH @\$0.0469 330.79  
 7,467 KWH @\$0.0552 412.18  
 Load Factor 39 %  
 Power Factor 100 %  
 Tax Base \$763.82  
 City Tax 8.5% 64.92

Subtotal New Charges **828.74**  
 Balance 828.74  
 Amount Due *Fac* **\$828.74**



Service Address: 7102 W Okanogan Pl, Kennewick WA 99336-2341

| Medium General Service Schedule 22              | Meter Number | Current Read Date | Current Read | Previous Read Date | Previous Read | Read Difference | Meter Multiplier | Usage     |
|---|--------------|-------------------|--------------|--------------------|---------------|-----------------|------------------|-----------|
| Service From 08/14/07 - 09/18/07<br><i>H.D.</i> | 47956        | 09/18/07          | 146          | 08/14/07           | 100           | 46              | 40               | 1,840 KWH |
|   | 47956        | 09/18/07          | 0.218        | 08/14/07           | 0.257         |                 | 40               | 9 KW      |
|   | 47956        | 09/18/07          | 141          | 08/14/07           | 98            | 43              | 40               | 1,720 KV  |

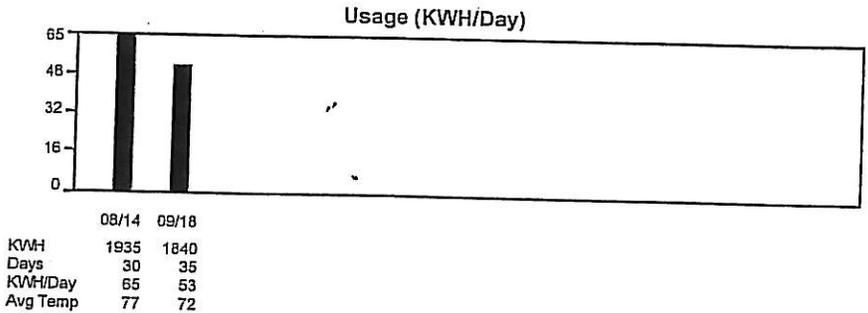
**General Service - Electric**

Previous Balance \$124.40  
 Payment Received 09/28/07 (Thank You) 124.40-

**New Charges**

Monthly Base Charge 20.85  
 894 KWH @\$0.0469 41.93  
 946 KWH @\$0.0552 52.22  
 Load Factor 24 %  
 Power Factor 73 %  
 Tax Base \$115.00  
 City Tax 8.5% 9.78

Subtotal New Charges **124.78**  
 Balance 124.78  
 Amount Due *Fac* **\$124.78**

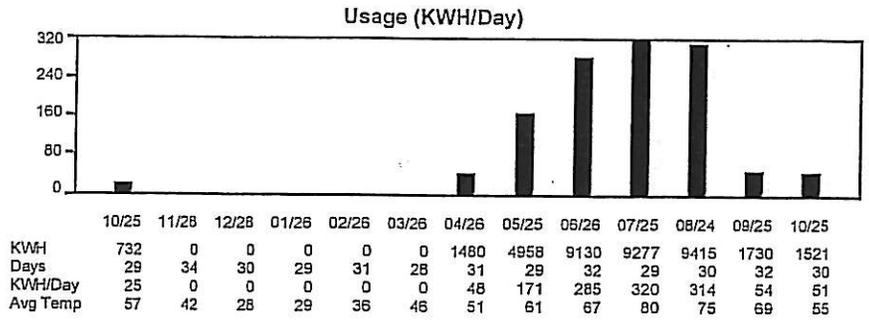


Service Address: 213316 E Finley Rd, Kennewick WA 99336

| General Service Schedule 21      | Meter Number | Current Read Date | Current Read | Previous Read Date | Previous Read | Read Difference | Meter Multiplier | Usage     |
|----------------------------------|--------------|-------------------|--------------|--------------------|---------------|-----------------|------------------|-----------|
| Service From 08/24/07 - 10/25/07 | 39530        | 10/25/07          | 46254        | 08/24/07           | 39758         | 6496            | 1                | 6,496 KWH |

**General Service - Electric**

Previous Balance \$461.23  
 Payment Received 10/29/07 (Thank You) 461.23-  
**New Charges**  
 Monthly Base Charge 34.20  
 First 6,496 KWH @ \$0.0539 350.13  
 Tax Base \$384.33  
**Subtotal New Charges 384.33**  
 Balance 76.90-  
**Amount Due \$76.90-**



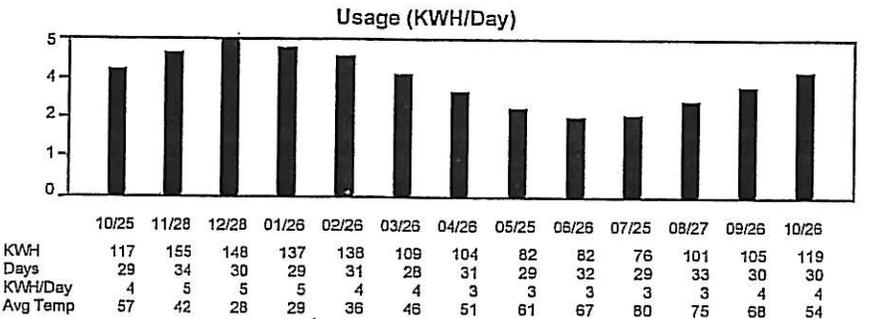
*Parks*

Service Address: 50' North Of 222705 E Donelson Rd, Kennewick WA 99337

| Small General Service Schedule 21 | Meter Number | Current Read Date | Current Read | Previous Read Date | Previous Read | Read Difference | Meter Multiplier | Usage   |
|-----------------------------------|--------------|-------------------|--------------|--------------------|---------------|-----------------|------------------|---------|
| Service From 09/26/07 - 10/26/07  | 89421        | 10/26/07          | 3618         | 09/26/07           | 3499          | 119             | 1                | 119 KWH |

**General Service - Electric**

Previous Balance \$16.91  
 Payment Received 10/29/07 (Thank You) 16.91-  
**New Charges**  
 Monthly Base Charge 11.25  
 First 119 KWH @ \$0.0539 6.41  
 Base \$17.66  
**Subtotal New Charges 17.66**  
 Balance 17.66  
**Amount Due \$17.66**



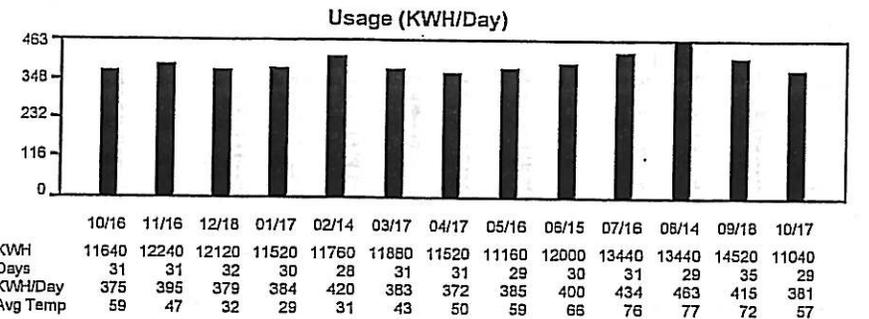
*Parks*

Service Address: 5600 W Canal Dr, Kennewick WA 99336-2327

| Medium General Service Schedule 22 | Meter Number | Current Read Date | Current Read | Previous Read Date | Previous Read | Read Difference | Meter Multiplier | Usage      |
|------------------------------------|--------------|-------------------|--------------|--------------------|---------------|-----------------|------------------|------------|
| Service From 09/18/07 - 10/17/07   | 45841        | 10/17/07          | 5729         | 09/18/07           | 5637          | 92              | 120              | 11,040 KWH |
|                                    | 45841        | 10/17/07          | 0.292        | 09/18/07           | 0.370         |                 | 120              | 35 KW      |

**General Service - Electric**

Previous Balance \$828.74  
 Payment Received 10/29/07 (Thank You) 828.74-  
**New Charges**  
 Monthly Base Charge 20.85  
 11,040 KWH @ \$0.0552 609.41  
 Load Factor 45 %  
 Power Factor 100 %  
 Tax Base \$630.26  
 City Tax 8.5% 53.57  
**Subtotal New Charges 683.83**  
 Balance 683.83  
**Amount Due \$683.83**



*fa*

Address: 7102 W Okanogan Pl, Kennewick WA 99336-2341

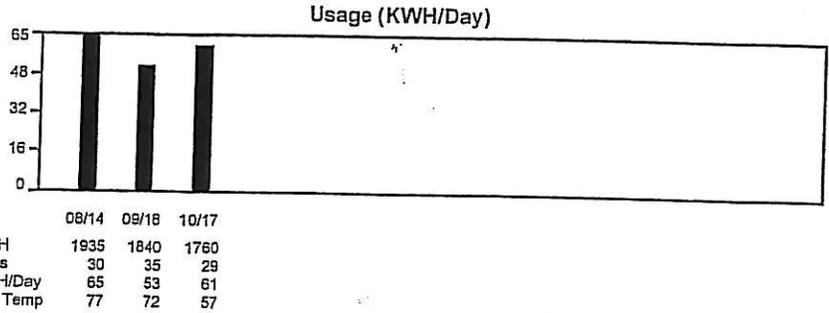
| Medium General Service Schedule 22 | Meter Number | Current Read Date | Current Read | Previous Read Date | Previous Read | Read Difference | Meter Multiplier | Usage      |
|------------------------------------|--------------|-------------------|--------------|--------------------|---------------|-----------------|------------------|------------|
| Service From 09/18/07 - 10/17/07   | 47956        | 10/17/07          | 190          | 09/18/07           | 146           | 44              | 40               | 1,760 KWH  |
|                                    | 47956        | 10/17/07          | 0.260        | 09/18/07           | 0.218         |                 | 40               | 10 KW      |
|                                    | 47956        | 10/17/07          | 178          | 09/18/07           | 141           | 37              | 40               | 1,480 KVAR |

**General Service - Electric**

Previous Balance \$124.78  
 Payment Received 10/29/07 (Thank You) 124.78-

**New Charges**  
 Monthly Base Charge 20.85  
 1,760 KWH @\$0.0552 97.15  
 Load Factor 25 %  
 Power Factor 77 %  
 Tax Base \$118.00  
 City Tax 8.5% 10.03

Subtotal New Charges 128.03  
 Balance 128.03  
 Amount Due *Fac H.D.* ~~128.03~~



|          | 08/14 | 09/18 | 10/17 |
|----------|-------|-------|-------|
| KWH      | 1935  | 1840  | 1760  |
| Days     | 30    | 35    | 29    |
| KWH/Day  | 65    | 53    | 61    |
| Avg Temp | 77    | 72    | 57    |

Service Address: 7122 W Okanogan Ave Ofc, Kennewick WA 99336-2341

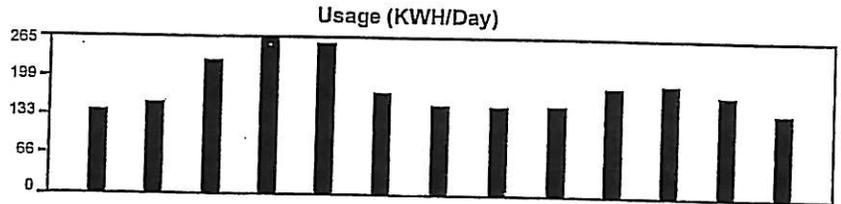
| Service From   | Meter Number | Current Read Date | Current Read | Previous Read Date | Previous Read | Read Difference | Meter Multiplier | Usage     |
|--|--------------|-------------------|--------------|--------------------|---------------|-----------------|------------------|-----------|
| Medium General Service Schedule 22<br>Service From 09/18/07 - 10/17/07 | 45425        | 10/17/07          | 5080         | 09/18/07           | 4975          | 105             | 40               | 4,200 KWH |
|  | 45425        | 10/17/07          | 0.362        | 09/18/07           | 0.389         |                 | 40               | 14 KW     |

**General Service - Electric**

Previous Balance \$360.18  
 Payment Received 10/29/07 (Thank You) 360.18-

**New Charges**  
 Monthly Base Charge 20.85  
 4,200 KWH @\$0.0552 231.84  
 Load Factor 43 %  
 Power Factor 100 %  
 Tax Base \$252.69  
 City Tax 8.5% 21.48

Subtotal New Charges 274.17  
 Balance 274.17  
 Amount Due *Fac* ~~274.17~~



|          | 10/16 | 11/16 | 12/16 | 01/17 | 02/14 | 03/17 | 04/16 | 05/16 | 06/15 | 07/14 | 08/14 | 09/18 | 10/17 |
|----------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| KWH      | 4440  | 4840  | 6840  | 8480  | 7200  | 5400  | 4600  | 4550  | 4600  | 5360  | 5920  | 6080  | 4200  |
| Days     | 31    | 31    | 30    | 32    | 28    | 31    | 30    | 30    | 30    | 29    | 31    | 35    | 29    |
| KWH/Day  | 143   | 156   | 228   | 265   | 257   | 174   | 153   | 152   | 153   | 185   | 191   | 174   | 145   |
| Avg Temp | 59    | 47    | 32    | 29    | 31    | 43    | 50    | 59    | 66    | 76    | 78    | 72    | 57    |

Service Address: 7122 W Okanogan PI Bldg A, Kennewick WA 99336-2359

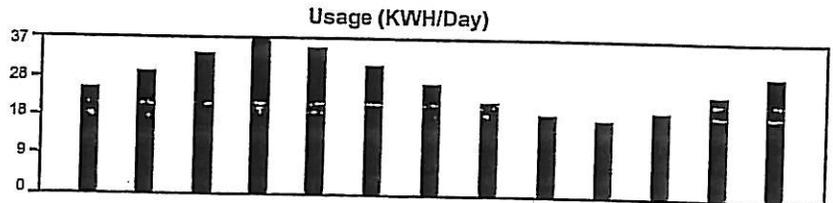
| Service From  | Meter Number | Current Read Date | Current Read | Previous Read Date | Previous Read | Read Difference | Meter Multiplier | Usage   |
|---|--------------|-------------------|--------------|--------------------|---------------|-----------------|------------------|---------|
| Small General Service Schedule 21<br>Service From 09/18/07 - 10/17/07 | 90052        | 10/17/07          | 21287        | 09/18/07           | 20439         | 848             | 1                | 848 KWH |

**General Service - Electric**

Previous Balance \$57.93  
 Payment Received 10/29/07 (Thank You) 57.93-

**New Charges**  
 Monthly Base Charge 11.25  
 First 848 KWH @ \$0.0539 45.71  
 Tax Base \$56.96

Subtotal New Charges 56.96  
 Balance 56.96  
 Amount Due *Fac* ~~56.96~~



|          | 10/16 | 11/16 | 12/16 | 01/17 | 02/14 | 03/17 | 04/16 | 05/16 | 06/15 | 07/14 | 08/14 | 09/18 | 10/17 |
|----------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| KWH      | 788   | 908   | 1008  | 1183  | 980   | 961   | 803   | 679   | 691   | 537   | 638   | 866   | 848   |
| Days     | 31    | 31    | 30    | 32    | 28    | 31    | 30    | 30    | 30    | 29    | 31    | 35    | 29    |
| KWH/Day  | 25    | 29    | 34    | 37    | 35    | 31    | 27    | 23    | 23    | 20    | 21    | 25    | 29    |
| Avg Temp | 59    | 47    | 32    | 29    | 31    | 43    | 50    | 59    | 66    | 76    | 78    | 72    | 57    |

Service Address: 7122 W Okanogan PI Main Bldg, Kennewick WA 99336

| Service From  | Meter Number | Current Read Date | Current Read | Previous Read Date | Previous Read | Read Difference | Meter Multiplier | Usage     |
|---|--------------|-------------------|--------------|--------------------|---------------|-----------------|------------------|-----------|
| Small General Service Schedule 21<br>Service From 09/18/07 - 10/17/07 | 43084        | 10/17/07          | 4287         | 09/18/07           | 4238          | 49              | 40               | 1,960 KWH |
|   | 43084        | 10/17/07          | 0.798        | 09/18/07           | 0.085         |                 | 40               | 32 K      |

Service Address: 5600 W Canal Dr, Kennewick WA 99336-2327

| Service From        | Meter Number | Current Read Date | Current Read | Previous Read Date | Previous Read | Read Difference | Meter Multiplier | Usage      |
|---------------------|--------------|-------------------|--------------|--------------------|---------------|-----------------|------------------|------------|
| 10/17/07 - 11/16/07 | 45841        | 11/16/07          | 5825         | 10/17/07           | 5729          | 96              | 120              | 11,520 KWH |
|                     | 45841        | 11/16/07          | 0.298        | 10/17/07           | 0.292         |                 | 120              | 36 KW      |
|                     |              |                   |              |                    |               |                 |                  |            |

**General Service - Electric**

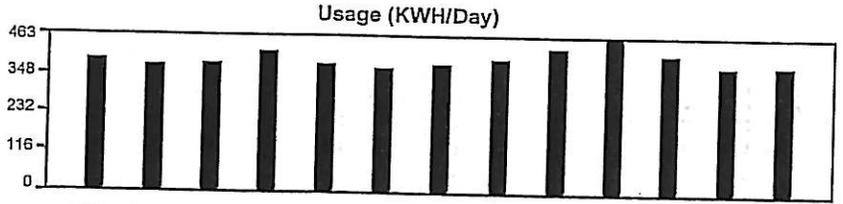
Previous Balance \$683.83  
 Payment Received 11/30/07 (Thank You) 683.83-

**New Charges**

Monthly Base Charge 20.85  
 11,520 KWH @\$0.0552 635.90  
 Load Factor 44 %  
 Power Factor 100 %  
 Tax Base \$656.75  
 City Tax 8.5% 55.82

Subtotal New Charges 712.57

Balance 712.57  
 Amount Due *Fac* \$712.57



|          |       |       |       |       |       |       |       |       |       |       |       |       |       |
|----------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| KWH      | 12240 | 12120 | 11520 | 11760 | 11880 | 11520 | 11160 | 12000 | 13440 | 13440 | 14520 | 11040 | 11520 |
| Days     | 31    | 32    | 30    | 28    | 31    | 31    | 29    | 30    | 31    | 29    | 35    | 29    | 30    |
| KWH/Day  | 395   | 379   | 384   | 420   | 383   | 372   | 385   | 400   | 434   | 463   | 415   | 381   | 384   |
| Avg Temp | 47    | 32    | 29    | 31    | 43    | 50    | 59    | 66    | 76    | 77    | 72    | 57    | 46    |

Service Address: 7102 W Okanogan Pl, Kennewick WA 99336-2341

| Service From        | Meter Number | Current Read Date | Current Read | Previous Read Date | Previous Read | Read Difference | Meter Multiplier | Usage      |
|---------------------|--------------|-------------------|--------------|--------------------|---------------|-----------------|------------------|------------|
| 10/17/07 - 11/16/07 | 47956        | 11/16/07          | 354          | 10/17/07           | 190           | 164             | 40               | 6,560 KWH  |
|                     | 47956        | 11/16/07          | 0.910        | 10/17/07           | 0.260         |                 | 40               | 36 KW      |
|                     | 47956        | 11/16/07          | 249          | 10/17/07           | 178           | 71              | 40               | 2,840 KVAR |

**General Service - Electric**

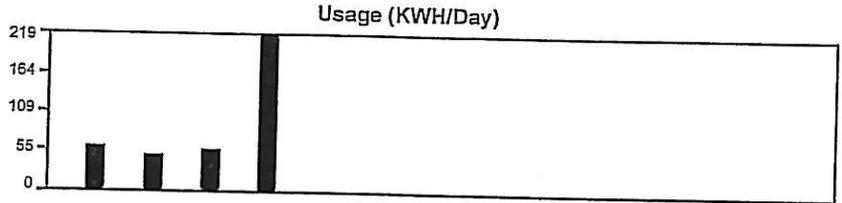
Previous Balance \$128.03  
 Payment Received 11/30/07 (Thank You) 128.03-

**New Charges**

Monthly Base Charge 20.85  
 6,560 KWH @\$0.0552 362.11  
 Load Factor 25 %  
 Power Factor 92 %  
 Tax Base \$382.96  
 City Tax 8.5% 32.55

Subtotal New Charges 415.51

Balance 415.51  
 Amount Due *Fac* \$415.51



|          |      |      |      |      |
|----------|------|------|------|------|
| KWH      | 1935 | 1840 | 1760 | 6560 |
| Days     | 30   | 35   | 29   | 30   |
| KWH/Day  | 65   | 53   | 61   | 219  |
| Avg Temp | 77   | 72   | 57   | 46   |

Service Address: 7122 W Okanogan Ave Ofc, Kennewick WA 99336-2341

| Service From        | Meter Number | Current Read Date | Current Read | Previous Read Date | Previous Read | Read Difference | Meter Multiplier | Usage     |
|---------------------|--------------|-------------------|--------------|--------------------|---------------|-----------------|------------------|-----------|
| 10/17/07 - 11/16/07 | 45425        | 11/16/07          | 5204         | 10/17/07           | 5080          | 124             | 40               | 4,960 KWH |
|                     | 45425        | 11/16/07          | 0.551        | 10/17/07           | 0.362         |                 | 40               | 22 KW     |
|                     |              |                   |              |                    |               |                 |                  |           |

**General Service - Electric**

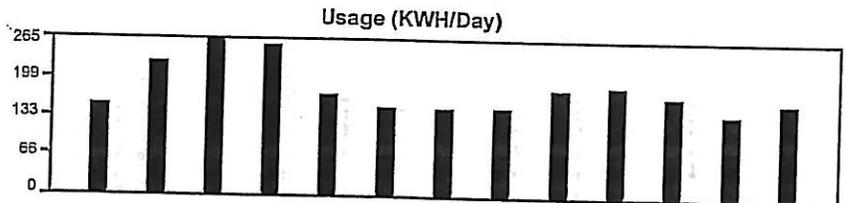
Previous Balance \$274.17  
 Payment Received 11/30/07 (Thank You) 274.17-

**New Charges**

Monthly Base Charge 20.85  
 4,960 KWH @\$0.0552 273.79  
 Load Factor 31 %  
 Power Factor 100 %  
 Tax Base \$294.64  
 City Tax 8.5% 25.04

Subtotal New Charges 319.68

Balance 319.68  
 Amount Due *Fac* \$319.68



|          |      |      |      |      |      |      |      |      |      |      |      |      |      |
|----------|------|------|------|------|------|------|------|------|------|------|------|------|------|
| KWH      | 4840 | 6840 | 8480 | 7200 | 5400 | 4600 | 4560 | 4600 | 5360 | 5920 | 6080 | 4200 | 4960 |
| Days     | 31   | 30   | 32   | 28   | 31   | 30   | 30   | 30   | 29   | 31   | 35   | 29   | 30   |
| KWH/Day  | 156  | 228  | 265  | 257  | 174  | 153  | 152  | 153  | 185  | 191  | 174  | 145  | 165  |
| Avg Temp | 47   | 32   | 29   | 31   | 43   | 50   | 59   | 66   | 76   | 78   | 72   | 57   | 46   |

Service Address: 5600 W Canal Dr, Kennewick WA 99336-2327

| Meter Number | Current Read Date | Current Read | Previous Read Date | Previous Read | Read Difference | Meter Multiplier | Usage      |
|--------------|-------------------|--------------|--------------------|---------------|-----------------|------------------|------------|
| 45841        | 12/17/07          | 5921         | 11/16/07           | 5825          | 96              | 120              | 11,520 KWH |
| 45841        | 12/17/07          | 0.292        | 11/16/07           | 0.298         |                 | 120              | 35 KW      |

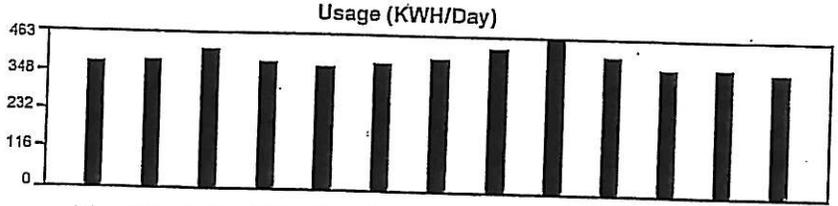
**General Service - Electric**

Previous Balance \$712.57  
 Payment Received 12/28/07 (Thank You) 712.57-

**New Charges**

Monthly Base Charge 20.85  
 11,520 KWH @\$0.0552 635.90  
 Load Factor 44 %  
 Power Factor 100 %  
 Tax Base \$656.75  
 City Tax 8.5% 55.82

Subtotal New Charges 712.57  
 Balance 712.57  
 Amount Due *Fac* \$712.57



|          |       |       |       |       |       |       |       |       |       |       |       |       |       |
|----------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| KWH      | 12120 | 11520 | 11760 | 11880 | 11520 | 11160 | 12000 | 13440 | 13440 | 14520 | 11040 | 11520 | 11520 |
| Days     | 32    | 30    | 28    | 31    | 31    | 29    | 30    | 31    | 29    | 35    | 29    | 30    | 31    |
| KWH/Day  | 379   | 384   | 420   | 383   | 372   | 385   | 400   | 434   | 463   | 415   | 381   | 384   | 372   |
| Avg Temp | 32    | 29    | 31    | 43    | 50    | 59    | 66    | 76    | 77    | 72    | 57    | 46    | 33    |

Service Address: 7102 W Okanogan Pl, Kennewick WA 99336-2341

| Meter Number | Current Read Date | Current Read | Previous Read Date | Previous Read | Read Difference | Meter Multiplier | Usage      |
|--------------|-------------------|--------------|--------------------|---------------|-----------------|------------------|------------|
| 47956        | 12/17/07          | 1067         | 11/16/07           | 354           | 713             | 40               | 28,520 KWH |
| 47956        | 12/17/07          | 1.781        | 11/16/07           | 0.910         |                 | 40               | 71 KW      |
| 47956        | 12/17/07          | 363          | 11/16/07           | 249           | 114             | 40               | 4,560 KVAR |

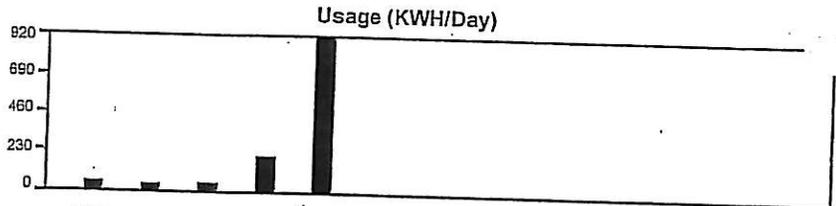
**General Service - Electric**

Previous Balance \$415.51  
 Payment Received 12/28/07 (Thank You) 415.51-

**New Charges**

Monthly Base Charge 20.85  
 20,000 KWH @\$0.0552 1,104.00  
 8,520 KWH @\$0.0349 297.35  
 Demand KW @\$7.20 151.20  
 Load Factor 54 %  
 Tax Base \$1,573.40  
 City Tax 8.5% 133.74

Power Factor 99 %  
 Subtotal New Charges 1,707.14  
 Balance 1,707.14  
 Amount Due *Fac* \$1,707.14



|          |      |      |      |      |       |
|----------|------|------|------|------|-------|
| KWH      | 1935 | 1840 | 1760 | 6560 | 28520 |
| Days     | 30   | 35   | 29   | 30   | 31    |
| KWH/Day  | 65   | 53   | 61   | 219  | 920   |
| Avg Temp | 77   | 72   | 57   | 46   | 33    |

Service Address: 7122 W Okanogan Ave Ofc, Kennewick WA 99336-2341

| Meter Number | Current Read Date | Current Read | Previous Read Date | Previous Read | Read Difference | Meter Multiplier | Usage     |
|--------------|-------------------|--------------|--------------------|---------------|-----------------|------------------|-----------|
| 45425        | 12/17/07          | 5374         | 11/16/07           | 5204          | 170             | 40               | 6,800 KWH |
| 45425        | 12/17/07          | 0.687        | 11/16/07           | 0.551         |                 | 40               | 27 KW     |

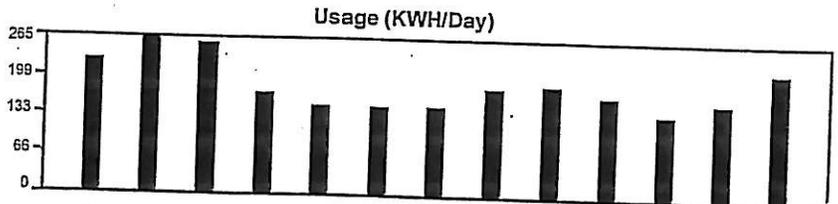
**General Service - Electric**

Previous Balance \$319.68  
 Payment Received 12/28/07 (Thank You) 319.68-

**New Charges**

Monthly Base Charge 20.85  
 6,800 KWH @\$0.0552 375.36  
 Load Factor 34 %  
 Power Factor 100 %  
 Tax Base \$396.21  
 City Tax 8.5% 33.68

Subtotal New Charges 429.89  
 Balance 429.89  
 Amount Due *Fac* \$429.89



|          |      |      |      |      |      |      |      |      |      |      |      |      |      |
|----------|------|------|------|------|------|------|------|------|------|------|------|------|------|
| KWH      | 6840 | 8480 | 7200 | 5400 | 4600 | 4560 | 4600 | 5360 | 5920 | 6080 | 4200 | 4960 | 6800 |
| Days     | 30   | 32   | 28   | 31   | 30   | 30   | 30   | 29   | 31   | 35   | 29   | 30   | 31   |
| KWH/Day  | 228  | 265  | 257  | 174  | 153  | 152  | 153  | 185  | 191  | 174  | 145  | 165  | 219  |
| Avg Temp | 32   | 29   | 31   | 43   | 50   | 59   | 66   | 76   | 78   | 72   | 57   | 46   | 33   |

Service Address: 5600 W Canal Dr, Kennewick WA 99336-2327

| Jim General Service Schedule 22  |  | Meter Number | Current Read Date | Current Read | Previous Read Date | Previous Read | Read Difference | Meter Multiplier | Usage      |
|----------------------------------|--|--------------|-------------------|--------------|--------------------|---------------|-----------------|------------------|------------|
| Service From 12/17/07 - 01/15/08 |  | 45841        | 01/15/08          | 6007         | 12/17/07           | 5921          | 86              | 120              | 10,320 KWH |
|                                  |  | 45841        | 01/15/08          | 0.264        | 12/17/07           | 0.292         |                 | 120              | 32 KW      |

**General Service - Electric**

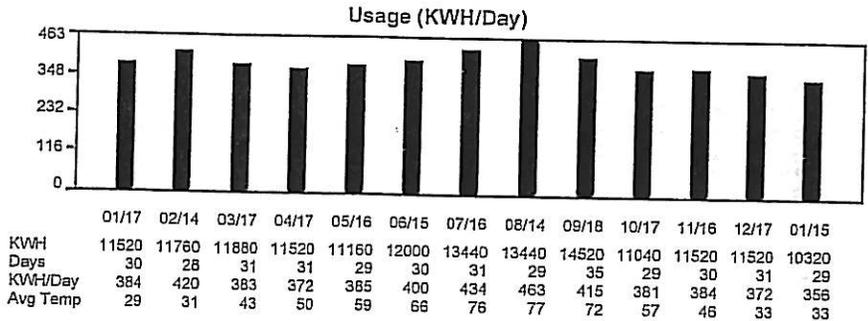
Previous Balance \$712.57  
 Payment Received 01/31/08 (Thank You) 712.57-

**New Charges**  
 Monthly Base Charge 10.07  
 4,982 KWH @\$0.0552 275.01  
 Load Factor 22 %  
 Power Factor 48 %  
 Tax Base \$285.08  
 City Tax 8.5% 24.23

**New Charges**  
 Monthly Base Charge 10.24  
 5,338 KWH @\$0.0524 279.71  
 Load Factor 24 %  
 Power Factor 52 %  
 Tax Base \$289.95  
 City Tax 8.5% 24.65

Subtotal New Charges 623.91  
 Balance 623.91  
 Amount Due \$623.91

*Fac*



Service Address: 7102 W Okanogan Pl, Kennewick WA 99336-2341

| Merlium General Service Schedule 22 |  | Meter Number | Current Read Date | Current Read | Previous Read Date | Previous Read | Read Difference | Meter Multiplier | Usage      |
|-------------------------------------|--|--------------|-------------------|--------------|--------------------|---------------|-----------------|------------------|------------|
| S From 12/17/07 - 01/15/08          |  | 47956        | 01/15/08          | 2399         | 12/17/07           | 1067          | 1332            | 40               | 53,280 KWH |
|                                     |  | 47956        | 01/15/08          | 4.544        | 12/17/07           | 1.781         |                 | 40               | 182 KW     |
|                                     |  | 47956        | 01/15/08          | 572          | 12/17/07           | 363           | 209             | 40               | 8,360 KVAR |

**General Service - Electric**

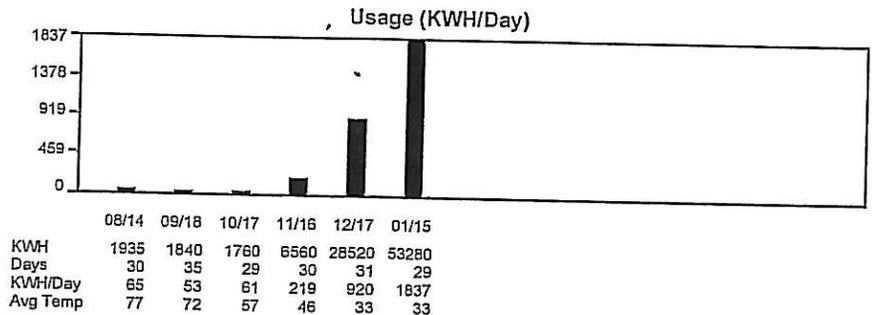
Previous Balance \$1,707.14  
 Payment Received 01/31/08 (Thank You) 1,707.14-

**New Charges**  
 Monthly Base Charge 10.07  
 9,655 KWH @\$0.0552 532.96  
 16,066 KWH @\$0.0349 560.70  
 Demand KW @\$7.20 458.81  
 Load Factor 20 %  
 Power Factor 48 %  
 Tax Base \$1,562.54  
 City Tax 8.5% 132.82

**New Charges**  
 Monthly Base Charge 10.24  
 10,345 KWH @\$0.0524 542.08  
 17,214 KWH @\$0.0333 573.23  
 Demand KW @\$6.60 450.62  
 Load Factor 22 %  
 Power Factor 51 %  
 Tax Base \$1,576.17  
 City Tax 8.5% 133.97

Subtotal New Charges 3,405.50  
 Balance 3,405.50  
 Amount Due \$3,405.50

*Pmsl*

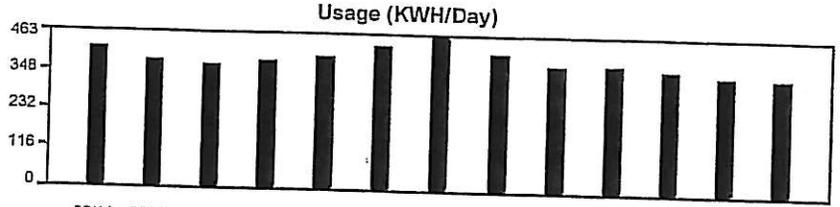


Service Address: 5600 W Canal Dr, Kennewick WA 99336-2327

| Medium General Service Schedule 22 | Meter Number | Current Read Date | Current Read | Previous Read Date | Previous Read | Read Difference | Meter Multiplier | Usage      |
|------------------------------------|--------------|-------------------|--------------|--------------------|---------------|-----------------|------------------|------------|
| Service From 01/15/08 - 02/14/08   | 45841        | 02/14/08          | 6095         | 01/15/08           | 6007          | 88              | 120              | 10,560 KWH |
|                                    | 45841        | 02/14/08          | 0.251        | 01/15/08           | 0.264         |                 | 120              | 30 KW      |

**General Service - Electric**

Previous Balance \$623.91  
 Payment Received 02/29/08 (Thank You) 623.91-  
**New Charges**  
 Monthly Base Charge 19.80  
 10,560 KWH @\$0.0524 553.34  
 Load Factor 49 %  
 Power Factor 100 %  
 Tax Base \$573.14  
 City Tax 8.5% 48.72  
**Subtotal New Charges 621.86**  
 Balance 621.86  
**Amount Due \$621.86**



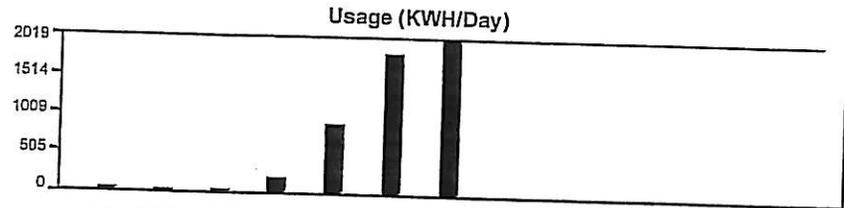
|          |       |       |       |       |       |       |       |       |       |       |       |       |       |
|----------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| KWH      | 11760 | 11880 | 11520 | 11160 | 12000 | 13440 | 13440 | 14520 | 11040 | 11520 | 11520 | 10320 | 10560 |
| Days     | 28    | 31    | 31    | 29    | 30    | 31    | 29    | 35    | 29    | 30    | 31    | 29    | 30    |
| KWH/Day  | 420   | 383   | 372   | 385   | 400   | 434   | 463   | 415   | 381   | 384   | 372   | 356   | 352   |
| Avg Temp | 31    | 43    | 50    | 59    | 66    | 76    | 77    | 72    | 57    | 46    | 33    | 33    | 31    |

Service Address: 7102 W Okanogan Pl, Kennewick WA 99336-2341

| Medium General Service Schedule 22 | Meter Number | Current Read Date | Current Read | Previous Read Date | Previous Read | Read Difference | Meter Multiplier | Usage       |
|------------------------------------|--------------|-------------------|--------------|--------------------|---------------|-----------------|------------------|-------------|
| Service From 01/15/08 - 02/14/08   | 47956        | 02/14/08          | 3913         | 01/15/08           | 2399          | 1514            | 40               | 60,560 KWH  |
|                                    | 47956        | 02/14/08          | 4.706        | 01/15/08           | 4.544         |                 | 40               | 188 KW      |
|                                    | 47956        | 02/14/08          | 896          | 01/15/08           | 572           | 324             | 40               | 12,960 KVAR |

**General Service - Electric**

Previous Balance \$3,405.50  
 Payment Received 02/29/08 (Thank You) 3,405.50-  
**New Charges**  
 Monthly Base Charge 19.80  
 20,000 KWH @\$0.0524 1,048.00  
 40,560 KWH @\$0.0333 1,350.65  
 Demand KW 138 @\$6.60 910.80  
 Load Factor 45 %  
 Power Factor 98 %  
 Tax Base \$3,329.25  
 City Tax 8.5% 282.99  
**Subtotal New Charges 3,612.24**  
 Balance 3,612.24  
**Amount Due \$3,612.24**



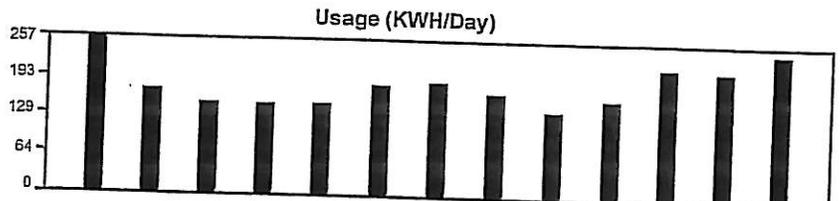
|          |      |      |      |      |       |       |       |
|----------|------|------|------|------|-------|-------|-------|
| KWH      | 1935 | 1840 | 1760 | 6560 | 28520 | 53280 | 60560 |
| Days     | 30   | 35   | 29   | 30   | 31    | 29    | 30    |
| KWH/Day  | 65   | 53   | 61   | 219  | 920   | 1837  | 2019  |
| Avg Temp | 77   | 72   | 57   | 46   | 33    | 33    | 31    |

Service Address: 7122 W Okanogan Ave Ofc, Kennewick WA 99336-2341

| Medium General Service Schedule 22 | Meter Number | Current Read Date | Current Read | Previous Read Date | Previous Read | Read Difference | Meter Multiplier | Usage     |
|------------------------------------|--------------|-------------------|--------------|--------------------|---------------|-----------------|------------------|-----------|
| Service From 01/15/08 - 02/14/08   | 45425        | 02/14/08          | 5715         | 01/15/08           | 5530          | 185             | 40               | 7,400 KWH |
|                                    | 45425        | 02/14/08          | 0.712        | 01/15/08           | 0.688         |                 | 40               | 28 KW     |

**General Service - Electric**

Previous Balance \$385.96  
 Payment Received 02/29/08 (Thank You) 385.96-  
**New Charges**  
 Monthly Base Charge 19.80  
 7,400 KWH @\$0.0524 387.76  
 Load Factor 37 %  
 Power Factor 100 %  
 Tax Base \$407.56  
 City Tax 8.5% 34.64  
**Subtotal New Charges 442.20**  
 Balance 442.20  
**Amount Due \$442.20**



|          |      |      |      |      |      |      |      |      |      |      |      |      |      |
|----------|------|------|------|------|------|------|------|------|------|------|------|------|------|
| KWH      | 7200 | 5400 | 4600 | 4560 | 4600 | 5360 | 5920 | 6080 | 4200 | 4950 | 6800 | 6240 | 7400 |
| Days     | 28   | 31   | 30   | 30   | 30   | 29   | 31   | 35   | 29   | 30   | 31   | 29   | 30   |
| KWH/Day  | 257  | 174  | 153  | 152  | 153  | 185  | 191  | 174  | 145  | 165  | 219  | 215  | 247  |
| Avg Temp | 31   | 43   | 50   | 59   | 66   | 76   | 78   | 72   | 57   | 46   | 33   | 33   | 31   |

C

# RESOLUTION

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

**IN THE MATTER OF AUTHORIZING THE PROFESSIONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND THE EMPIRICAL COMPANY, A DIVISION OF THE ELICIT CORPORATION, TO PROVIDE "AS NEEDED" INDOOR AIR QUALITY TESTING AT ALL BENTON COUNTY FACILITY LOCATIONS**

**WHEREAS**, per Resolution 07-645 the Board of Benton County Commissioners approved the professional service contract with The Empirical Company, Kennewick, WA to provide air quality testing at the Kennewick Annex; and

**WHEREAS**, reports of poor air quality have been reported at the Benton County Courthouse, Prosser, WA; and

**WHEREAS**, the Benton County Safety and Training Coordinator is pleased with the services The Empirical Company has provided and recommends entering into a professional service contract with said company for "as needed" environmental and industrial hygiene services to assist in identifying reported indoor air-quality problems for all Benton County facilities, for a contract amount not to exceed \$30,000; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington hereby agrees with the recommendation and hereby approves the professional service contract with The Empirical Company, A Division of the Elicit Corporation, Kennewick, WA to provide "as needed" indoor air quality testing for all Benton County facilities for a contract amount not to exceed \$30,000; and

**BE IT FURTHER RESOLVED**, the term of this contract shall begin immediately upon execution by both parties and shall expire December 31, 2008 with an option to extend the contract term for two (2) additional one (1) year periods. Price adjustments and extensions of this contract will only be effective with an executed amendment to said contract.

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

Orig: Benton County Personnel / Safety & Training Coordinator  
Auditor; R. Ozuna; Facilities, The Empirical Company

**PERSONAL SERVICES CONTRACT  
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **The Empirical Company, a Division of the ELiCiT Corporation** of Kennewick, Washington, (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

This Contract consists of the following documents:

- a. **Labor Costs for Services**

**2. DURATION OF CONTRACT**

The term of this Contract shall begin immediately upon execution by both parties and shall expire December 31, 2008 with an option to extend the contract term for two (2) additional one (1) year periods. Price rates are subject to change for each calendar year. Price adjustments and extensions of this contract will only be effective with an executed amendment to this contract. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

**3. SERVICES PROVIDED**

The CONTRACTOR agrees to perform the following services:

- a. The CONTRACTOR agrees to provide "as needed" environmental and industrial hygiene services to assist in identifying reported indoor air-quality problems for all Benton County Facilities.
- b. A detailed description of the services to be performed by the CONTRACTOR that is set forth in the "Scope of Services" provided for each individual "as needed" service under this contract.
- c. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided for in the

Contract, no material, labor, or facilities will be furnished by the COUNTY.

- c. The CONTRACTOR shall perform the work specified in the Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY for each service performed.

**4. CONTRACT REPRESENTATIVES**

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

- a. For CONTRACTOR: Edward S. DeLorme, OHST,  
The Empirical Company,  
A Division of the ELiCiT Corporation,  
3311 W. Clearwater Ave., Ste. D-222,  
Kennewick, WA 99336
- b. For COUNTY: Roy T. Rogers, Facilities Manager,  
7122 W. Okanogan Pl.,  
Kennewick, WA 99336.

**5. COMPENSATION**

For the services performed hereunder, the CONTRACTOR shall be paid as follows:

- a. A detailed description of the compensation to be paid by the COUNTY shall be set forth in a spreadsheet detailing each "as needed" service.
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$30,000.
- d. No payment shall be made for any work performed by the CONTRACTOR, except for work identified in the "Scope of

Services" provided for each individual "as needed" service.

- d. The CONTRACTOR may submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.
- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- g. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

**6. AMENDMENTS AND CHANGES IN WORK**

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.
- b. No amendment, modification or renewal shall be made to this Contract, unless set forth in a written Contract

Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

**7. HOLD HARMLESS AND INDEMNIFICATION**

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CONTRACTOR'S acts, errors or omissions in the performance of this 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.
- b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder.
- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

8. INSURANCE

- a. **Professional Legal Liability:** The CONTRACTOR, if he, she or it is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars (\$1,000,000) per occurrence, loss or person, one million (\$1,000,000) aggregate.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract. CONTRACTOR is required to buy professional liability insurance for a period of 36 months after completion of this Contract, which can be satisfied by the continuous purchase of the above referenced insurance or an extended reporting period policy.

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

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTY incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTY. Indemnity shall include all fines,

payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to County by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to CONTRACTOR for performance of this Contract.

- c. **Commercial General Liability and Employers Liability Insurance:** CONTRACTOR shall maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than one million dollars (\$1,000,000).

The CONTRACTOR will provide commercial general liability coverage which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.

CONTRACTOR also shall maintain employers liability insurance with limits of not less than one million dollars (\$1,000,000) each incident for bodily injury by accident or one million dollars (\$1,000,000) each employee for bodily injury by disease.

d. **Other Insurance Provisions:**

- (1) The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.
- (2) The COUNTY, its officers, officials, employees and agents shall be named as additional insureds with respect to performance of services on all required insurance policies, except for any required automobile liability policy.
- (3) The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional

insured.

- (4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
- (5) The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (6) The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- (7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
- (8) The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. If the CONTRACTOR'S liability coverage is written as a claims made policy, then the CONTRACTOR must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after completion of the services required under this Contract.

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

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

- (1) The CONTRACTOR shall furnish the COUNTY with

properly executed and unaltered accord form certificates of insurance or a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this Contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision.

- (2) The CONTRACTOR shall furnish the COUNTY with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.
- (3) Certificates of insurance shall show the certificate holder as "Benton County" and include "c/o" the COUNTY'S Contract Representative. The address of the certificate holder shall be shown as the current address of the COUNTY'S Contract Representative.
- (4) The CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that CONTRACTOR is currently paying workers compensation.
- (5) All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY at the following address:

Risk Manager  
Benton County Personnel  
7122 W. Okanogan Avenue  
Kennewick, WA 99336

- (6) The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager.

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

**9. TERMINATION**

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all cost incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed. "
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may terminate this Contract, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

**10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

- a. The CONTRACTOR shall perform the terms of the Contract

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

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

**11. NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

**12. INDEPENDENT CONTRACTOR**

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section **[Five]** of this Contract, and the CONTRACTOR is not entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives.  
No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.

- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law, which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

**13. COMPLIANCE WITH LAWS**

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

**14. INSPECTION OF BOOKS AND RECORDS**

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

**15. NONDISCRIMINATION**

The CONTRACTOR, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status, or the presence of any disability.

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

- a. All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.

- b. All design work done by the CONTRACTOR shall be done on AutoCAD, release 12 or higher or other\* systems mutually agreed upon, an electronic copy of which shall be submitted to the COUNTY upon request and/or at the end of the job. Should a construction project result from the work of the CONTRACTOR, the record drawings from the CONTRACTOR shall be transposed onto the electronic design drawings and submitted to the COUNTY.
- c. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

**17. PATENT/COPYRIGHT INFRINGEMENT**

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

**18. DISPUTES**

Differences between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

**19. CONFIDENTIALITY**

The CONTRACTOR, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give

the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

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

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

21. **SUCCESSORS AND ASSIGNS**

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

22. **SEVERABILITY**

- a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

23. **ENTIRE AGREEMENT**

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this

Contract are specifically excluded.

24. **NOTICES**

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

-This portion intentionally left blank -

The parties to this Contract have executed this Contract to take effect as of the date written below.

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

**BENTON COUNTY BOARD OF  
COMMISSIONERS**

**CONTRACTOR**  
The Empirical Company

\_\_\_\_\_  
Chairman

\_\_\_\_\_

Edward S. DeLorme, OHST  
Vice President

\_\_\_\_\_  
Member

\_\_\_\_\_

\_\_\_\_\_  
Member

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

Attest: \_\_\_\_\_  
Clerk of the Board

Approved as to Form:

\_\_\_\_\_  
Deputy Prosecuting Attorney

# RESOLUTION

d

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

**IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BENTON COUNTY  
BOARD OF COMMISSIONERS TO SIGN THE CONSTRUCTION CONTRACT FOR THE  
TWO RIVERS PARK BOAT DOCK REPAIRS**

**WHEREAS**, as per resolution 08-427 dated March 24, 2008 the Board of Benton County Commissioners awarded the construction of the boat dock repairs at Two Rivers Park to Siefken & Sons Construction, Inc., Richland, WA in the amount of \$74,187.67 including WSST as the lowest, responsible bidder; **NOW THEREFORE**,

**BE IT RESOLVED**, the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign the contract between Benton County and Siefken & Sons Construction, Inc.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_  
Clerk of the Board

# AIA<sup>®</sup> Document A101<sup>™</sup> – 1997

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

**AGREEMENT** made as of the 31ST day of MARCH in the year of 2008  
*(In words, indicate day, month and year)*

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

BENTON COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF WA  
620 MARKET STREET, PO BOX 150  
PROSSER, WA 99350-0150

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

SIEFKEN & SONS CONSTRUCTION, INC.  
1305 MANSFIELD, STE. 1  
RICHLAND, WA 99352  
TELEPHONE: 509-946-6500, FAX: 509-946-6506

The Project is:  
*(Name and location)*

BENTON COUNTY TWO RIVERS DOCK REPAIRS  
TWO RIVERS PARK  
213316 E. FINLEY ROAD  
KENNEWICK, WA 99337

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

CWH ARCHITECTS, PS  
6320 W. CLEARWATER AVE., STE. C  
KENNEWICK, WA 99336-1711  
TELEPHONE: 509-736-0581, FAX: 509-735-1420

The Owner and Contractor agree as follows.

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

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

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

## ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

## ARTICLE 2 THE WORK OF THIS CONTRACT

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

## ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

| The commencement date will be fixed in a notice to proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

| 0

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

| § 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than 120 (One hundred twenty) days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)*

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)*

| N/A

## ARTICLE 4 CONTRACT SUM

| § 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be SEVENTY-FOUR THOUSAND, ONE HUNDRED EIGHTY-SEVEN DOLLARS AND SIXTY-SEVEN CENTS (\$ 74,187.67 ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)*

§ 4.3 Unit prices, if any, are as follows:

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User Notes:

(3823051358)

Description

Units

Price (\$ 0.00)

## ARTICLE 5 PAYMENTS

### § 5.1 PROGRESS PAYMENTS

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25TH day of a month, the Owner shall make payment to the Contractor not later than the 20TH day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Thirty-one ( 31 ) days after the Architect receives the Application for Payment.

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

§ 5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent ( 5.00% ). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.8 of AIA Document A201-1997;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent ( 5.00% );
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-1997.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
(Section 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-1997.

**§ 5.1.8** Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

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

**§ 5.2 FINAL PAYMENT**

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

FULL COMPLIANCE WITH ALL CLOSE-OUT PROCEDURES PER PROJECT MANUAL.

**ARTICLE 6 TERMINATION OR SUSPENSION**

**§ 6.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

**§ 6.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

**ARTICLE 7 MISCELLANEOUS PROVISIONS**

**§ 7.1** Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 7.2** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

( ) per annum

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

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

BENTON COUNTY FACILITIES & PARKS  
ATTN: ROY ROGERS, FACILITIES MANAGER  
7122 W. OKANOGAN PL.,  
BLDG A, KENNEWICK, WA 99336

TELEPHONE: 509-222-3710, FAX: 509-736-2708  
roy\_rogers@co.benton.wa.us

§ 7.4 The Contractor's representative is:  
(Name, address and other information)

SIEFKEN & SONS CONSTRUCTION, INC.  
ATTN: JEFF SIEFKEN  
1305 MANSFIELD, STE. 1  
RICHLAND, WA 99352  
TELEPHONE: 509-946-6500, FAX: 509-946-6506

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

§ 7.6 Other provisions:

#### ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

§ 8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

§ 8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

§ 8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated JANUARY, 2008, and are as follows

| Document                           | Title   | Pages             |
|------------------------------------|---|-------------------|
| PROJECT MANUAL - PARTS A THROUGH D | PROJECT MANUAL - BENTON COUNTY TWO RIVERS PARK DOCK REPAIRS PROJECT | APPROXIMATELY 135 |

§ 8.1.4 The Specifications are those contained in the Project Manual dated as in Section 8.1.3, and are as follows:  
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

PROJECT MANUAL, BENTON COUNTY TWO RIVERS PARK DOCK REPAIRS, JANUARY, 2008  
(Table deleted)

#### PART A - BIDDING REQUIREMENTS

|   |               |
|---|---------------|
| INSTRUCTIONS TO BIDDERS (AIA DOCUMENT A701)       | 1 - 6         |
| SUPPLEMENTARY INSTRUCTIONS TO BIDDERS             | SIB-1 - SIB-3 |
| BID BOND (AIA DOCUMENT A310)                      | 1 - 2         |
| POWER OF ATTORNEY PA-1                            |               |
| PERFORMANCE AND PAYMENT BONDS (AIA DOCUMENT A312) | 1 - 7         |

#### PART B - CONTRACT REQUIREMENTS

|  |                |
|--|----------------|
| AGREEMENT BETWEEN OWNER AND CONTRACTOR (AIA Document A101, 1997 Edition)         | 1 - 6          |
| AGREEMENT BETWEEN OWNER AND CONTRACTOR   | AOC-1          |
| GENERAL CONDITIONS OF THE CONTRACT FOR CONSTR. (AIA Document A201, 1997 Edition) | 1, 10 - 39     |
| SUPPLEMENTARY GENERAL CONDITIONS   | SGC-1 - SGC-17 |
| CERTIFICATE OF SUBSTANTIAL COMPLETION (AIA Document G704)                        | 1              |
| CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS (AIA Document G706)        | 1              |

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User Notes:

(3823051358)

|  |     |
|--|-----|
| CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS (AIA Document G706A)            |     |
| CONSENT OF SURETY TO FINAL PAYMENT (AIA Document G707)                     |     |
| DEPARTMENT OF LABOR AND INDUSTRIES – PREVAILING WAGES – EFFECTIVE 03/03/07 | – 9 |

**PART C – TECHNICAL SPECIFICATIONS**

**DIVISION 1 - GENERAL REQUIREMENTS**

|  |                     |
|--|---------------------|
| 011000 SUMMARY OF WORK                   | 011000-1 – 011000-3 |
| 012100 ALLOWANCES                        | 012100-1 – 012100-2 |
| 012500 CONTRACT MODIFICATION PROCEDURES  | 012500-1 – 012500-3 |
| 012900 PAYMENT PROCEDURES                | 012900-1 – 012900-4 |
| 013300 SUBMITTAL PROCEDURES              | 013300-1 – 013300-9 |
| 015000 TEMPORARY FACILITIES AND CONTROLS | 015000-1 – 015000-6 |

**DIVISION 2 - SITE CONSTRUCTION**

|                              |                     |
|------------------------------|---------------------|
| 028500 ALUMINUM GANGWAY RAMP | 028500-1 – 028500-3 |
|------------------------------|---------------------|

§ 8.1.5 The Drawings are as follows, and are dated JANUARY, 2008 unless a different date is shown below:  
*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

**PART D – DRAWINGS**

*(Table deleted)*

|       |                    |
|-------|--------------------|
| T0.00 | COVER SHEET        |
| C1.00 | SURVEY OF EXISTING |
| C2.00 | SITE DETAILS       |

§ 8.1.6 The Addenda, if any, are as follows:

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

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

§ 8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

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

\_\_\_\_\_  
 OWNER (Signature)

\_\_\_\_\_  
 CONTRACTOR (Signature)

\_\_\_\_\_  
 (Printed name and title)

\_\_\_\_\_  
 (Printed name and title)

# Additions and Deletions Report for AIA<sup>®</sup> Document A101<sup>™</sup> – 1997

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:38:05 on 03/26/2008.

PAGE 1

AGREEMENT made as of the 31ST day of MARCH in the year of 2008

...

BENTON COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF WA  
620 MARKET STREET, PO BOX 150  
PROSSER, WA 99350-0150

...

SIEFKEN & SONS CONSTRUCTION, INC.  
1305 MANSFIELD, STE. 1  
RICHLAND, WA 99352  
TELEPHONE: 509-946-6500, FAX: 509-946-6506

...

BENTON COUNTY TWO RIVERS DOCK REPAIRS  
TWO RIVERS PARK  
213316 E. FINLEY ROAD  
KENNEWICK, WA 99337

...

CWH ARCHITECTS, PS  
6320 W. CLEARWATER AVE., STE. C  
KENNEWICK, WA 99336-1711  
TELEPHONE: 509-736-0581, FAX: 509-735-1420

PAGE 2

The commencement date will be fixed in a notice to proceed.

...

0

...

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than 120 (One hundred twenty) days from the date of commencement, or as follows:

Additions and Deletions Report for AIA Document A101<sup>™</sup> – 1997. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA<sup>®</sup> Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA<sup>®</sup> Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12:38:05 on 03/26/2008 under Order No.1000324790\_1 which expires on 10/23/2008, and is not for resale.

User Notes:

(3823051358)



...  
 § 8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated JANUARY, 2008, and are as follows

...  

|   |  |                          |
|---|--|--------------------------|
| <u>PROJECT MANUAL - PARTS<br/>A THROUGH D</u> | <u>PROJECT MANUAL -<br/>BENTON COUNTY TWO<br/>RIVERS PARK DOCK<br/>REPAIRS PROJECT</u> | <u>APPROXIMATELY 135</u> |
|---|--|--------------------------|

...  
PROJECT MANUAL, BENTON COUNTY TWO RIVERS PARK DOCK REPAIRS, JANUARY, 2008

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

**PART A - BIDDING REQUIREMENTS**

|  |               |
|--|---------------|
| <u>INSTRUCTIONS TO BIDDERS (AIA DOCUMENT A701)</u>       | 1 - 6         |
| <u>SUPPLEMENTARY INSTRUCTIONS TO BIDDERS</u>             | SIB-1 - SIB-3 |
| <u>BID BOND (AIA DOCUMENT A310)</u>                      | 1 - 2         |
| <u>POWER OF ATTORNEY PA-1</u>                            |               |
| <u>PERFORMANCE AND PAYMENT BONDS (AIA DOCUMENT A312)</u> | 1 - 7         |

**PART B - CONTRACT REQUIREMENTS**

|   |                |
|---|----------------|
| <u>AGREEMENT BETWEEN OWNER AND CONTRACTOR (AIA Document A101, 1997 Edition)</u>         | 1 - 6          |
| <u>AGREEMENT BETWEEN OWNER AND CONTRACTOR</u>   | AOC-1          |
| <u>GENERAL CONDITIONS OF THE CONTRACT FOR CONSTR. (AIA Document A201, 1997 Edition)</u> | 1, 10 - 39     |
| <u>SUPPLEMENTARY GENERAL CONDITIONS</u>   | SGC-1 - SGC-17 |
| <u>CERTIFICATE OF SUBSTANTIAL COMPLETION (AIA Document G704)</u>                        | 1              |
| <u>CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS (AIA Document G706)</u>        | 1              |
| <u>CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS (AIA Document G706A)</u>                  | 1              |
| <u>CONSENT OF SURETY TO FINAL PAYMENT (AIA Document G707)</u>                           | 1              |
| <u>DEPARTMENT OF LABOR AND INDUSTRIES - PREVAILING WAGES - EFFECTIVE 03/03/07</u>       | 1 - 9          |

**PART C - TECHNICAL SPECIFICATIONS**

**DIVISION 1 - GENERAL REQUIREMENTS**

|   |                     |
|---|---------------------|
| <u>011000 SUMMARY OF WORK</u>                   | 011000-1 - 011000-3 |
| <u>012100 ALLOWANCES</u>                        | 012100-1 - 012100-2 |
| <u>012500 CONTRACT MODIFICATION PROCEDURES</u>  | 012500-1 - 012500-3 |
| <u>012900 PAYMENT PROCEDURES</u>                | 012900-1 - 012900-4 |
| <u>013300 SUBMITTAL PROCEDURES</u>              | 013300-1 - 013300-9 |
| <u>015000 TEMPORARY FACILITIES AND CONTROLS</u> | 015000-1 - 015000-6 |

**DIVISION 2 - SITE CONSTRUCTION**

|                                     |                     |
|-------------------------------------|---------------------|
| <u>028500 ALUMINUM GANGWAY RAMP</u> | 028500-1 - 028500-3 |
|-------------------------------------|---------------------|

§ 8.1.5 The Drawings are as follows, and are dated JANUARY, 2008 unless a different date is shown below:

PAGE 6

**PART D – DRAWINGS**

| Number | Title              | Date |
|--------|--------------------|------|
| T0.00  | COVER SHEET        |      |
| C1.00  | SURVEY OF EXISTING |      |
| C2.00  | SITE               |      |

---

DETAILS

**Certification of Document's Authenticity**  
AIA® Document D401™ – 2003

I, Carl W. Hunsucker, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:38:05 on 03/26/2008 under Order No. 1000324790\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 1997 - Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Dated)

| <u>AGENDA ITEM</u>  | <u>TYPE OF ACTION NEEDED</u>   |  |
|---|--|--|
| Meeting Date: 4/7/08<br>Subject: Furniture<br>Purchase<br>Prepared by: <u>M. Wenner</u> | Execute Contract<br>Pass Resolution <u>X</u><br>Pass Ordinance<br>Pass Motion<br>Other | Consent Agenda <u>X</u><br>Public Hearing<br>1st Discussion<br>2nd Discussion<br>Other |
|   |  |     |

**BACKGROUND INFORMATION**

Purchase of office furniture for the Personnel Resources Office.

**SUMMARY**

See attached resolution.

**RECOMMENDATION**

Approve resolution.

**FISCAL IMPACT**

No impact at this time.

# RESOLUTION

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

**IN THE MATTER OF THE BOARD OF BENTON COUNTY COMMISSIONERS  
AUTHORIZING THE PROCUREMENT OF FURNITURE FOR THE BENTON  
COUNTY PERSONNEL RESOURCES OFFICE**

**WHEREAS**, per the adopted Benton County 2008 Budget, fund no. 0503-101 and fund no. 0504-101 was approved for funding of the procurement of furniture for the Personnel Resources Office located at the Benton County Justice Center; and

**WHEREAS**, the Personnel/Risk Manager solicited Brutzman's Office Solutions, Kennewick, WA for a proposal on said furniture and the proposal came in at \$3,429.60 excluding W.S.S.T. for the Personnel/Risk Manager's Office and \$1,284.00 excluding W.S.S.T. for the Benefit/Recruitment Specialist's Office; and

**WHEREAS**, per resolution 08-131, any non-public works contract for the purchase or lease of materials, equipment or supplies in an amount of less than five thousand dollars (\$5,000), advertisement and competitive bidding may be dispensed with, and such purchases or leases may be completed based on direct negotiation; and

**WHEREAS**, with this purchase being paid from two (2) different funds and used for two (2) different offices, the need to solicit competitive bids was considered unnecessary as each purchase was under \$5,000; and

**WHEREAS**, with both purchases being made from Brutzman's Office Solution with the total amount including W.S.S.T. exceeding the \$5,000 limit, it is recommended the Board of Benton County Commissioners approve this purchase via resolution, **NOW, THEREFORE**

**BE IT RESOLVED** the Board of Benton County Commissioners, Benton County, Washington, hereby authorizes the procurement and payment for office furniture from Brutzman's Office Solutions, Kennewick, WA for the Personnel/Risk Manager's Office in the amount of \$3,714.26 and the Benefit/Recruitment Specialist's Office in the amount of \$1,390.57 with both amounts including W.S.S.T.

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

cc:

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROAD PURCHASES RE: E. R. & R. PURCHASE OF REFINED PETROLEUM PRODUCTS – BULK DIESEL FUEL

WHEREAS, by resolution dated March 31, 2008, award was made to Bleyhl Farm Service, Inc., Grandview, Washington, for ERR Purchase of Refined Petroleum Products – Bulk Diesel Fuel, and

WHEREAS, the Supply Contract has been executed by Bleyhl Farm Service, Inc.; NOW, THEREFORE,

BE IT RESOLVED that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the Supply Contract, a copy of which is on file with the County Engineer.

Dated this 7th day of April, 2008

\_\_\_\_\_  
Chairman of the Board.

\_\_\_\_\_  
Chairman Pro-Tem.

\_\_\_\_\_  
Member.

Attest: \_\_\_\_\_  
Clerk of the Board

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

RBD:LJM:dlh

| <u>AGENDA ITEM</u>  | <u>TYPE OF ACTION NEEDED</u>  |  |
|---|---|--|
| Meeting Date: 04-07-08<br>Subject: Contract Signature<br>Prepared By: J. Thompson<br>Reviewed By: | Execute Contract <u>  X  </u><br>Pass Resolution <u>  X  </u><br>Pass Ordinance<br>Pass Motion<br>Other | Consent Agenda <u>  X  </u><br>Public Hearing<br>1st Discussion<br>2nd Discussion<br>Other |

9

**BACKGROUND INFORMATION**

The Benton County Sheriff's Office provides law enforcement services at the Corps of Engineers (CORPS) managed lands, parks, and waters. The CORPS has propriety jurisdiction within Federal regulations over all project lands and waters and the Sheriff has jurisdiction to enforce all State and local laws as may exist. In accordance with this cooperative agreement, Benton County will provide additional law enforcement services within the areas of the McNary Project within Benton County.

**SUMMARY**

Attached is the Law Enforcement Contract Number W912EF-08-P-0057 with the U. S. Army Corps of Engineers and the Benton County Sheriff's Office. The term of this agreement is from May 1, 2008 through September 30, 2008.

**RECOMMENDATION**

Request that the Board of Benton County Commissioners authorize the Chairman of the Board to sign the attached Contract.

**FISCAL IMPACT**

Estimated revenue of \$36,494.89 for 2008

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN LAW ENFORCEMENT CONTRACT BETWEEN THE U.S. ARMY CORPS OF ENGINEERS AND THE BENTON COUNTY SHERIFF'S OFFICE.**

**WHEREAS**, the Benton County Sheriff's Office has agreed to be contracted by the U. S. Army Corps of Engineers to provide additional law enforcement services within the areas of the Ice Harbor - McNary Project within Benton County; and

**WHEREAS**, the U. S Army Corps of Engineers has agreed to contract with the Benton County Sheriff's Office for law enforcement from May 1, 2008 through September 30, 2008. The U. S. Army Corps of Engineers has agreed to pay for law enforcement services not to exceed \$36,494.89; and

**WHEREAS**, the U. S. Army Corps of Engineers has requested that we enter into a Law Enforcement Contract between the U. S. Army Corps of Engineers and the County of Benton to provide the aforementioned services of law enforcement by the Benton County Sheriff's Office, **NOW THEREFORE**,

**BE IT RESOLVED**, the Board of Benton County Commissioners hereby authorize the Chairman of the Board to sign the contract between Benton County and the U. S. Army Corps of Engineers Contract Number W912EF-08-P-0057 to allow the Benton County Sheriff's Office to furnish law enforcement from May 1, 2008 through September 30, 2008 for the Ice Harbor – McNary Project.

Dated this 7 day of April, 2008.

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

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

Attest: \_\_\_\_\_

J.Thompson

CC: Sheriff's Office, Prosecutor (Rosemary), Auditor's Office, Treasurer's Office,  
U. S. Army Corps of Engineers

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
 OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER  
 W68SBV60539993

PAGE 1 OF 29

2. CONTRACT NO. W912EF-08-P-0057  
 3. AWARD/EFFECTIVE DATE 21-Mar-2008  
 4. ORDER NUMBER  
 5. SOLICITATION NUMBER W912EF-08-Q-0035  
 6. SOLICITATION ISSUE DATE 10-Mar-2008

7. FOR SOLICITATION INFORMATION CALL: PATTI RECORD  
 a. NAME PATTI RECORD  
 b. TELEPHONE NUMBER (No Collect Calls) 509-527-7224  
 8. OFFER DUE DATE/LOCAL TIME 04:00 PM 24 Mar 2008

9. ISSUED BY USAED, WALLA WALLA CONTRACTING DIVISION  
 PATTI RECORD  
 201 N. 3RD AVENUE  
 WALLA WALLA WA 99362-1876  
 TEL: 509.527.7224  
 FAX: 509.527.7802  
 CODE W912EF

10. THIS ACQUISITION IS  
 UNRESTRICTED  
 SET ASIDE: % FOR  
 SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  
 B(A)  
 NAICS: 922120  
 SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
 SEE SCHEDULE  
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  
 13b. RATING  
 14. METHOD OF SOLICITATION  
 RFQ  IFB  RFP

12. DISCOUNT TERMS

15. DELIVER TO ICE HARBOR NATL RES MGMT SEC  
 LANELL ADAMS  
 1215 EAST AINSWORTH  
 PASCO WA 99301-5859  
 CODE G4R0QIR

16. ADMINISTERED BY  
**SEE ITEM 9**  
 CODE

17a. CONTRACTOR/OFFEROR BENTON COUNTY SHERIFF  
 SHERIFF, LARRY TAYLOR  
 7122 W. OKANOGAN PLACE  
 BUILDING A  
 KENNEWICK WA 99336  
 TEL. 509-735-6555  
 CODE 371G3  
 FACILITY CODE

18a. PAYMENT WILL BE MADE BY USAED, MILLINGTON FINANCE CENTER  
 ATTN: CEFC-AO-P  
 5722 INTEGRITY DRIVE  
 MILLINGTON TN 38054-5005  
 CODE G4P0MIL

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

| 19. ITEM NO.        | 20. SCHEDULE OF SUPPLIES/ SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|---------------------|------------------------------------|--------------|----------|----------------|------------|
| <b>SEE SCHEDULE</b> |                                    |              |          |                |            |

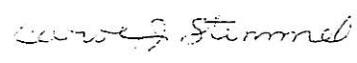
25. ACCOUNTING AND APPROPRIATION DATA  
**See Schedule**

26. TOTAL AWARD AMOUNT (For Govt. Use Only)  
**\$36,494.89**

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE  OFFER DATED . . . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR  


31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  
 CAROL J STIMMEL / Contract Specialist

31c. DATE SIGNED  
 27-Mar-2008

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)  
 CAROL J STIMMEL / Contract Specialist

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  
 CAROL J STIMMEL / Contract Specialist  
 TEL: 509-527-7207 EMAIL: carol.j.stimmel@usace.army.mil

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)

PAGE 2 OF 29

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|--------------|------------------------------------|--------------|----------|----------------|------------|
| SEE SCHEDULE |                                    |              |          |                |            |

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

|  |           |   |
|--|-----------|---|
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32c. DATE | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|--|-----------|---|

|  |   |
|--|---|
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|  | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE           |

|  |                    |                                 |  |                  |
|--|--------------------|---------------------------------|--|------------------|
| 33. SHIP NUMBER<br><input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT<br><input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 37. CHECK NUMBER |
|--|--------------------|---------------------------------|--|------------------|

|                        |                        |             |
|------------------------|------------------------|-------------|
| 38. S/R ACCOUNT NUMBER | 39. S/R VOUCHER NUMBER | 40. PAID BY |
|------------------------|------------------------|-------------|

|   |                                   |
|---|-----------------------------------|
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | 42a. RECEIVED BY ( <i>Print</i> ) |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER                | 41c. DATE                         |
| 42b. RECEIVED AT ( <i>Location</i> )                          |                                   |
| 42c. DATE REC'D ( <i>YY/MM/DD</i> )                           | 42d. TOTAL CONTAINERS             |

Section SF 1449 - CONTINUATION SHEET

**Benton County Law Enforcement Contract  
Bid Sheet**

**Contract Period May 1, 2008 through September 30, 2008**

|                         |  |   |                            |
|-------------------------|--|---|----------------------------|
| (1) Road Patrol         | 86.5 hours X <u>\$52.79</u> per hour<br>(salary + vehicle O&M)   | = | <u>\$ 4,566.33</u>         |
| (2) Boat Patrol         | 350.0 hours X <u>\$90.72</u> per hour<br>(salaries + vessel O&M) | = | <u>\$31,752.00</u>         |
| (3) Orientation Meeting | 4 hours X <u>\$44.14</u> per hour                                | = | <u>\$ 176.56</u>           |
| <b>TOTAL</b>            |  |   | <u><b>\$ 36,494.89</b></u> |

**2008 STATEMENT OF WORK FOR LAW ENFORCEMENT SERVICES  
McNARY DAM AND RESERVOIR, BENTON COUNTY, WASHINGTON**

**“Nothing in this agreement is intended nor should it be construed to guide or direct a law enforcement officer in the performance of their official duties. Any change to the terms, conditions and/or pricing shall be approved in writing by the contracting officer. Changes not approved by the contracting officer shall not be enforceable on the government.”**

## **1. SCOPE OF WORK**

The County Sheriff (SHERIFF) shall provide increased law enforcement services at the Corps of Engineers (CORPS) managed lands and parks described below in addition to the normal level of service. The CORPS has proprietary jurisdiction within Federal regulations over all project lands and waters, and the SHERIFF has jurisdiction and responsibility to enforce all state and local laws as may exist. Concurrent patrol and enforcement service by both the CORPS and the SHERIFF is an optimal approach to assuring a safe and healthful environment for public use of project lands and waters. The increased law enforcement services to be provided by the SHERIFF shall be in accordance with this statement of work.

The SHERIFF shall provide all personnel, vehicles, vessels, materials, and supplies and other items and services as necessary to provide the law enforcement services as defined in this Performance Work Statement (PWS). This contract is a cost reimbursable, performance based contract, where desired outcomes are defined and inspected while SHERIFF methods are generally not constrained or directed.

## **2. DESCRIPTION OF WORK AREA**

The work area covered by this contract includes CORPS administered lands and waters within Benton County. The principal areas covered by this contract are the following recreation and visitor access sites at McNary Dam and Reservoir, and the reservoir proper:

a. Road Patrol - McNary Project areas within Benton County. These include:

(1). Areas administered by the Ice Harbor-Lower Monumental Project Office, including the Finley area. The Finley area includes Toothaker HMU and the shoreline areas accessible from the termini of Cochran, Lechelt, and Straightbank Roads.

(2). Areas administered by the McNary Project Office, including the McNary Dam site and downstream to the I-82 bridge. These include the Washington boat ramp (including parking area), North Shore Road (to the end of the native-surface road portion upstream of McNary Dam), Cottonwood Cove, and all CORPS property outside the perimeter security fence between the dam

and the I-82 bridge. Note: The public should not engage in recreational activities inside the McNary Dam security perimeter.

b. Boat Patrol

(1) Areas administered by the Ice Harbor-Lower Monumental Project Office, Lake Wallula on the Columbia River from Hover Park to the end of the lake (Columbia River Mile 350).

(2) Areas administered by the McNary Project Office, Lake Wallula on the Columbia River from McNary Dam upstream to Hover Park. Lake Umatilla on the Columbia River from McNary Dam, including McNary navigation lock, Cottonwood Cove, and downstream to the I-82 bridge.

### 3. PERIOD OF SERVICE

This contract shall begin May 1, 2008, and will end on September 30, 2008. These dates designate the work performance period. The schedules will reflect the actual work dates.

### 4. LEVEL OF SERVICES

The SHERIFF currently provides basic levels of patrol service, which vary from year to year depending on circumstances, on the reservoir and surrounding lands as part of their existing law enforcement duties. This contract provides for increased patrols during periods of peak visitation. All patrols shall be strategically planned to enhance visitor safety on the reservoir, to promote water safety, and to ensure compliance with boating laws.

### 5. PERFORMANCE WORK STATEMENT

The SHERIFF shall provide law enforcement boat and road patrols in the work area as described below:

A. General

All officers providing law enforcement services (whether reserve or regular) shall be certified by the State of Washington and have full law enforcement authority and appropriate boating safety training. The primary emphasis of these patrols shall be to facilitate accident prevention, provide visitor security, promote safety, and provide emergency services to ensure safe and healthful public use of project lands and waters. Foot patrols are included as part of the services described above and may be conducted by either the boat patrol or road patrol deputies.

B. Boat Patrol

- (1). Boat patrols shall be conducted per the schedule adopted by both parties upon award of this contract. These hours are in addition to the normal level of service. There shall be boat patrols on weekends, holidays and periods of peak reservoir use. Additional days may be scheduled on weekends or weekdays as deemed necessary by the SHERIFF or the CORPS based on the need for patrol coverage and available resources. Emphasis shall be placed on afternoon and evening patrols during peak visitation periods.
- (2). The boat patrol shall consist of a properly marked and equipped vessel, including a first aid kit, with two officers aboard. Personal watercraft patrols shall consist of two personal watercraft and two officers.
- (3). Should inclement weather, mechanical breakdown, or other conditions beyond the control of the SHERIFF arise so as to reduce the patrol on a particular day, the lost time may be made up on another day when additional patrolling is considered necessary.
- (4). All boat patrol personnel are required to wear U.S. Coast Guard approved personal flotation devices at all times while operating the patrol boat as a part of this contract. The intent of this provision is to meet CORPS safety regulations for boat operation and to set an example for a higher emphasis on boating safety.
- (5). Benton County shall coordinate all boat patrols with Franklin County and Walla Walla County to ensure maximum coverage of all water surfaces described in Paragraph 2 and to reduce to a minimum the overlapping of patrols. On special occasions, such as speedboat racing or Water Follies, it may be desirable to have two or three counties patrolling the same general area.
- (6). The greatest percentage of time shall be spent in the areas of high boating usage.
- (7). Any patrol conducted by personal watercraft may be used to count toward general boat patrol requirements.

#### C. Road Patrol

- (1). Road patrols shall be conducted per the schedule adopted by both parties upon award of this contract. There shall be road patrols each day of weekends, during holidays, and periods of peak reservoir use. Additional days may be scheduled on weekends or weekdays as deemed necessary by the SHERIFF or the CORPS based on the need for patrol coverage and available resources. Emphasis shall be placed on afternoon and evening patrols during peak visitation periods.
- (2). Road Patrols will consist of one properly equipped vehicle and at least one uniformed officer. Should an emergency situation or other conditions beyond the control of the SHERIFF reduce the patrol on a particular day, lost time may be made up on another day when additional patrolling is considered necessary by the CORPS, up to the allotted number of hours for that month in accordance with the approved schedule.

## 6. SCHEDULE GUIDELINES

## A. Road Patrol

(1) McNary Project-Finley Area. Road patrols shall be conducted from May 1, 2008 through September 1, 2008 between the hours of 10:00 a.m. and 11:00 p.m. as follows:

| <u>Day</u>                           | <u>Daily Patrol Hours</u> | <u>Number of Days</u> | <u>Total Hours</u> |
|--------------------------------------|---------------------------|-----------------------|--------------------|
| Saturday                             | 0.5                       | 18                    | 9                  |
| Sunday                               | 0.5                       | 18                    | 9                  |
| Holiday<br>(May 26, July 4, Sept. 1) | 0.5                       | 3                     | 1.5                |
| SUB-TOTAL 1                          |                           | 39                    | 19.5 hrs           |

(2) McNary Project-McNary Dam Site. Road patrols shall be conducted from May 17, 2008 through September 30, 2006 between the hours of 12:00 noon and 2:00 a.m. as follows:

| <u>Day</u>                           | <u>Daily Patrol Hours</u> | <u>Number of Days</u> | <u>Total Hours</u> |
|--------------------------------------|---------------------------|-----------------------|--------------------|
| Friday                               | 1.0                       | 18                    | 18                 |
| Saturday                             | 1.0                       | 20                    | 20                 |
| Sunday                               | 1.0                       | 20                    | 20                 |
| Holiday<br>(May 26, July 4, Sept. 1) | 3.0                       | 3                     | 9                  |
| SUB-TOTAL 2                          |                           | 61                    | 67 hrs             |

(3) Sixty percent (60%) of the patrols shall be conducted between 12 noon and 6 p.m. and forty percent (40%) of the patrols shall be conducted between 6 p.m. and 2 a.m. These patrols shall be conducted throughout the time periods previously stated so as to appear randomly scheduled to project visitors.

(4) Patrols shall also enforce motorized vehicle restrictions off authorized roadways on all McNary Project lands.

## (5) Total Road Patrol Hours

|                   |   |                   |
|-------------------|---|-------------------|
| SUBTOTAL 1        | = | 19.5 hours        |
| <u>SUBTOTAL 2</u> | = | <u>67.0 hours</u> |
| TOTAL ROAD PATROL | = | 86.5 hours        |

## B. Boat Patrol

(1) Lake Wallula from McNary Dam upstream, to the end of the lake (Columbia River Mile 350). Boat patrol shall be conducted from May 17, 2008 through September 1, 2008 between the hours of 10:00 a.m. and 10:00 p.m. as follows:

| <u>Day</u>                           | <u>Daily Patrol Hours</u> | <u>Number of Days</u> | <u>Total Hours</u> |
|--------------------------------------|---------------------------|-----------------------|--------------------|
| Saturday                             | 8                         | 16                    | 128                |
| Sunday                               | 8                         | 16                    | 128                |
| Holiday<br>(May 26, July 4, Sept. 1) | 8                         | 3                     | 24                 |
| SUBTOTAL 1                           |                           | 35 days               | 280 hours          |

(2) Lake Umatilla from McNary Dam to the I-82 bridge. Boat patrol shall be conducted from May 17, 2008 through September 1, 2008 between the hours of 10:00 a.m. and 10:00 p.m. as follows:

| <u>Day</u>                           | <u>Daily Patrol Hours</u> | <u>Number of Days</u> | <u>Total Hours</u> |
|--------------------------------------|---------------------------|-----------------------|--------------------|
| Saturday                             | 2                         | 16                    | 32                 |
| Sunday                               | 2                         | 16                    | 32                 |
| Holiday<br>(May 26, July 4, Sept. 1) | 2                         | 3                     | 6                  |
| SUBTOTAL 2                           |                           | 35 days               | 70 hours           |

(3) Total Boat Patrol Hours

|                          |   |                  |
|--------------------------|---|------------------|
| SUBTOTAL 1               | = | 280 hours        |
| SUBTOTAL 2               | = | 70 hours         |
| <b>TOTAL BOAT PATROL</b> | = | <b>350 hours</b> |

## 7. Response, Communications, and Reports

- a. The SHERIFF shall continue to provide response to emergency situations outside of this contract.
- b. The SHERIFF or his/her designee will attend an orientation meeting conducted by the CORPS at a time and location to be mutually arranged. A maximum of four (4) man-hours shall be allowed under this contract for the orientation meeting.
- c. Reportable Incidents: The CORPS shall provide a list of notification personnel to the SHERIFF for the reporting of serious incidents. Incidents relating to fatalities or where there is a strong assumption of a fatality shall be reported via telephone to one of the contacts within four (4) hours or sooner, if possible, of the notification of incident. Follow up reports for cancellation

or confirmation of the incident, if necessary, shall also be made by telephone within four (4) hours or sooner of determination. Written reports concerning these and other incidents requiring written documentation by SHERIFF personnel shall be reported to the CORPS within 24 hours of completion of the report via electronic mail, fax, or hard copy. Case reports of a sensitive nature may be held by the SHERIFF until the case is closed or at such time as deemed appropriate by the SHERIFF. CORPS personnel shall likewise provide information on suspicious activities or incidents which may be of interest to the SHERIFF to their office as soon as possible, but not later than 12 hours after discovery, via telephone, electronic mail, fax, or hard copy.

d. Patrol Hours: Patrol hours shall be performed in accordance with the mutually agreed upon schedule. Hours worked in excess of the schedule will not be accepted by the CORPS for payment unless approval has been granted in advance by the CORPS.

## **8. DAILY LAW ENFORCEMENT LOG**

The SHERIFF shall record law enforcement activities performed under this contract on an acceptable log sheet provided by the SHERIFF. Logs and incident reports relating to activities and events occurring on CORPS managed property shall be made available to the CORPS with or prior to providing the monthly invoice, and in accordance with applicable privacy statutes.

## **9. SUBMITTALS**

Prior to the April 1 start of work, and within the first five days of each subsequent calendar month during the contract period, the SHERIFF or his/her designee may attend a contract meeting with the CORPS and submit the following items:

- a. Projected schedule of monthly patrol hours for the upcoming month
- b. Completed invoice for previous month's services (except for March meeting)
- c. A summary of activities for the previous month that includes the following information:
  - i. Number of boat inspections performed.
  - ii. Number of warning citations issued.
  - iii. Number of citations issued.
  - iv. Number of arrests made.
  - v. Number of public assists performed.

## **10. SHERIFF FURNISHED PROPERTY & SUPPLIES**

- a. The SHERIFF will provide all boats, vehicles, and equipment needed to fulfill the terms of this contract.

b. The SHERIFF will provide monthly summary sheets with an invoice for reimbursement payment in accordance with paragraph 11 of this document, and provide daily logs.

**11. GOVERNMENT FURNISHED PROPERTY AND SUPPLIES**

The CORPS shall supply any necessary keys for gate closures and openings. The CORPS shall furnish access keys to the SHERIFF who shall maintain a key register to keep track of CORPS keys. All occurrences of lost keys shall be reported to the appropriate CORPS within 24 hours of loss. For each occurrence of a key being lost or stolen, the SHERIFF must reimburse the GOVERNMENT for actual costs of a new key and replacement of all locks affected by the lost key. **Government Issued Keys shall not be duplicated.**

**12. CORPS AND SHERIFF REPRESENTATIVE AND POINTS OF CONTACT**

a. Lanell Adams, Natural Resource Manager, Ice Harbor Natural Resources Office, 1215 E. Ainsworth, Pasco, WA 99301, telephone (509) 543-6060, FAX (509) 543-6076, is hereby designated as the CORPS Point of Contact (POC) for all matters covered by this contract.

b. Upon award of this contract, the SHERIFF shall designate a Point of Contact and submit that information in writing to the CORPS.

c. The CORPS or the SHERIFF may change representatives or points of contact by providing notice thereof to the other party with the effective date of such change.

d. Additional points of contact to expedite decisions may be made by separate designation by the CORPS or the SHERIFF. The following points of contact are designated for the CORPS:

Mr. David McDermott, Natural Resource Manager, McNary Project Office, P. O. Box 1230, Umatilla, OR 97882, telephone (541) 922-2259, FAX (541) 922-2221, is designated the point of contact for all matters covered by this contract involving McNary Dam site areas and areas south of the section line between Sections 17 and 20 of T-7-N, R-31-E (approximately Columbia River Mile 316, across from Wallula town site).

Ms. Lou Ann McCracken, Park Ranger, Ice Harbor Natural Resources Office (address and FAX number same as for Lanell Adams above), telephone (509) 543-6067, is designated the point of contact for all matters covered by this contract north of the section line between Sections 17 and 20 of T-7-N, R-31-E.

| ITEM NO | SUPPLIES/SERVICES        | QUANTITY | UNIT     | UNIT PRICE  | AMOUNT      |
|---------|--------------------------|----------|----------|-------------|-------------|
| 0001    | LAW ENFORCEMENT CONTRACT | 1        | Lump Sum | \$36,494.89 | \$36,494.89 |

INVOICE/DELIVERY INFORMATION

| CLIN | DELIVERY DATE                     | QUANTITY | INVOICE/SHIP TO ADDRESS  | UIC     |
|------|-----------------------------------|----------|--|---------|
| ALL  | POP 01-MAY-2008 TO<br>30-SEP-2008 | ALL      | ICE HARBOR NATL RES MGMT SEC<br>LANELL ADAMS<br>1215 EAST AINSWORTH<br>PASCO WA 99301-5859<br>FOB: Destination | G4R0QIR |

#### ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082434 25204073BF010920 NA 96454  
 AMOUNT: \$36,494.89  
 CIN W68SBV805399930001: \$36,494.89

#### CLAUSES INCORPORATED BY REFERENCE

|                    |  |          |
|--------------------|--|----------|
| 52.204-7           | Central Contractor Registration                        | JUL 2006 |
| 252.204-7003       | Control Of Government Personnel Work Product           | APR 1992 |
| 252.204-7004 Alt A | Central Contractor Registration (52.204-7) Alternate A | SEP 2007 |
| 252.232-7010       | Levies on Contract Payments                            | DEC 2006 |

#### CLAUSES INCORPORATED BY FULL TEXT

52.000-3014 Invoices – Simplified Acquisition Procedures

The Contractor shall submit invoices as follows:

Original invoices shall be mailed to and payment will be made by:

USAED, Millington Finance Center  
 ATTN: CEFC-AO-P  
 5722 Integrity Drive  
 Millington, TN 38054-5005

A copy of all invoices shall be mailed to:

Walla Walla District, Corps of Engineers  
 Ice Harbor Natural Resource Office  
 ATTN: Lanell Adams  
 1215 E. Ainsworth  
 Pasco, Washington 99301

## 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2007)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
  - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
  - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.
  - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment.--
  - (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
  - (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
  - (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
  - (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
  - (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
  - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
  - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2007)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (4) [Removed].

\_\_\_ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

- (ii) Alternate I (OCT 1995) of 52.219-6.
- (iii) Alternate II (MAR 2004) of 52.219-6.
- (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- (ii) Alternate I (OCT 1995) of 52.219-7.
- (iii) Alternate II (MAR 2004) of 52.219-7.
- (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- (8)(i) 52.219-9, Small Business Subcontracting Plan (Nov 2007) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (OCT 2001) of 52.219-9
- (iii) Alternate II (OCT 2001) of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- (10) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (JUNE 2003) of 52.219-23.
- (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).
- (15) 52.219-28, Post Award Small Business Program Rerepresentation (JUNE 2007) (15 U.S.C. 632(a)(2)).
- (16) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- (17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (AUG 2007) (E.O. 13126).
- (18) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (19) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- (21) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(24)(i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).

(ii) Alternate I (AUG 2007) of 52.222-50.

(25)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

(ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

(26) FAR 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

(27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

(ii) Alternate I (DEC 2007) of 52.223-16.

(28) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

(29)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (AUG 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

(ii) Alternate I (JAN 2004) of 52.225-3.

(iii) Alternate II (JAN 2004) of 52.225-3.

(30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(31) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

(32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(34) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(35) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(36) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

(37) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

(38) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (39) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_ (40)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_X\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

\_X\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (AUG 2007)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this

paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(x) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of clause)

#### 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2007)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

\_\_\_ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- (1) \_\_\_ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- (2) \_\_\_ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).
- (3) \_\_\_ 252.219-7004, Small Business Subcontracting Plan (Test Program) (APR 2007) (15 U.S.C. 637 note).
- (4) \_\_\_ 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).
- (5) \_\_\_ 252.225-7012, Preference for Certain Domestic Commodities (JAN 2007) (10 U.S.C. 2533a).
- (6) \_\_\_ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).
- (7) \_\_\_ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (8) \_\_\_ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (9) \_\_\_ 252.225-7021, Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (10) \_\_\_ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (11) \_\_\_ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (12)(i) \_\_\_ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (MAR 2007) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) \_\_\_ Alternate I (OCT 2006) of 252.225-7036.
- (13) \_\_\_ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (14) \_\_\_ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (15) \_\_\_ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (16) \_\_\_ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(17) X 252.232-7003, Electronic Submission of Payment Requests (MAR 2007) (10 U.S.C. 2227).

(18) \_\_\_ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(19) \_\_\_ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(20)(i) \_\_\_ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) \_\_\_ Alternate I (MAR 2000) of 252.247-7023.

(iii) \_\_\_ Alternate II (MAR 2000) of 252.247-7023.

(iv) X Alternate III (MAY 2002) of 252.247-7023.

(21) \_\_\_ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

WAGE RATES

WD 05-2569 (Rev.-5) was first posted on www.wdol.gov on 10/09/2007

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|  |  |                                     |
|--|--|-------------------------------------|
| REGISTER OF WAGE DETERMINATIONS UNDER  |  | U.S. DEPARTMENT OF LABOR            |
| THE SERVICE CONTRACT ACT               |  | EMPLOYMENT STANDARDS ADMINISTRATION |
| By direction of the Secretary of Labor |  | WAGE AND HOUR DIVISION              |
|  |  | WASHINGTON D.C. 20210               |

|                 |                     |                                   |
|-----------------|---------------------|-----------------------------------|
| William W.Gross | Division of         | Wage Determination No.: 2005-2569 |
| Director        | Wage Determinations | Revision No.: 5                   |
|                 |                     | Date Of Revision: 10/01/2007      |

States: Oregon, Washington

Area: Oregon Counties of Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wheeler  
Washington Counties of Benton, Franklin, Walla Walla, Yakima

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

| OCCUPATION CODE - TITLE                                 | MINIMUM WAGE RATE |
|---|-------------------|
| 01000 - Administrative Support And Clerical Occupations |                   |
| 01011 - Accounting Clerk I                              | 12.61             |
| 01012 - Accounting Clerk II                             | 14.16             |
| 01013 - Accounting Clerk III                            | 16.65             |
| 01020 - Administrative Assistant                        | 21.85             |
| 01040 - Court Reporter                                  | 16.86             |
| 01051 - Data Entry Operator I                           | 12.21             |
| 01052 - Data Entry Operator II                          | 13.23             |
| 01060 - Dispatcher, Motor Vehicle                       | 16.86             |
| 01070 - Document Preparation Clerk                      | 12.94             |
| 01090 - Duplicating Machine Operator                    | 12.94             |
| 01111 - General Clerk I                                 | 12.16             |
| 01112 - General Clerk II                                | 13.26             |
| 01113 - General Clerk III                               | 14.89             |
| 01120 - Housing Referral Assistant                      | 19.50             |
| 01141 - Messenger Courier                               | 10.59             |
| 01191 - Order Clerk I                                   | 12.21             |
| 01192 - Order Clerk II                                  | 13.32             |
| 01261 - Personnel Assistant (Employment) I              | 15.06             |
| 01262 - Personnel Assistant (Employment) II             | 16.86             |
| 01263 - Personnel Assistant (Employment) III            | 18.80             |
| 01270 - Production Control Clerk                        | 21.52             |
| 01280 - Receptionist                                    | 12.56             |
| 01290 - Rental Clerk                                    | 14.55             |
| 01300 - Scheduler, Maintenance                          | 14.95             |
| 01311 - Secretary I                                     | 14.95             |
| 01312 - Secretary II                                    | 16.73             |
| 01313 - Secretary III                                   | 19.50             |
| 01320 - Service Order Dispatcher                        | 16.93             |
| 01410 - Supply Technician                               | 21.86             |
| 01420 - Survey Worker                                   | 16.71             |
| 01531 - Travel Clerk I                                  | 12.96             |
| 01532 - Travel Clerk II                                 | 13.94             |
| 01533 - Travel Clerk III                                | 14.91             |
| 01611 - Word Processor I                                | 13.42             |
| 01612 - Word Processor II                               | 15.07             |
| 01613 - Word Processor III                              | 16.86             |
| 05000 - Automotive Service Occupations                  |                   |
| 05005 - Automobile Body Repairer, Fiberglass            | 18.71             |
| 05010 - Automotive Electrician                          | 18.82             |

|  |       |
|--|-------|
| 05040 - Automotive Glass Installer                   | 17.82 |
| 05070 - Automotive Worker                            | 17.82 |
| 05110 - Mobile Equipment Servicer                    | 15.82 |
| 05130 - Motor Equipment Metal Mechanic               | 19.80 |
| 05160 - Motor Equipment Metal Worker                 | 17.82 |
| 05190 - Motor Vehicle Mechanic                       | 19.80 |
| 05220 - Motor Vehicle Mechanic Helper                | 14.82 |
| 05250 - Motor Vehicle Upholstery Worker              | 16.81 |
| 05280 - Motor Vehicle Wrecker                        | 17.82 |
| 05310 - Painter, Automotive                          | 18.82 |
| 05340 - Radiator Repair Specialist                   | 17.82 |
| 05370 - Tire Repairer                                | 14.44 |
| 05400 - Transmission Repair Specialist               | 19.80 |
| 07000 - Food Preparation And Service Occupations     |       |
| 07010 - Baker  | 17.23 |
| 07041 - Cook I                                       | 13.97 |
| 07042 - Cook II                                      | 15.66 |
| 07070 - Dishwasher                                   | 9.89  |
| 07130 - Food Service Worker                          | 9.89  |
| 07210 - Meat Cutter                                  | 17.18 |
| 07260 - Waiter/Waitress                              | 11.04 |
| 09000 - Furniture Maintenance And Repair Occupations |       |
| 09010 - Electrostatic Spray Painter                  | 17.78 |
| 09040 - Furniture Handler                            | 11.71 |
| 09080 - Furniture Refinisher                         | 17.78 |
| 09090 - Furniture Refinisher Helper                  | 14.00 |
| 09110 - Furniture Repairer, Minor                    | 15.88 |
| 09130 - Upholsterer                                  | 17.78 |
| 11000 - General Services And Support Occupations     |       |
| 11030 - Cleaner, Vehicles                            | 10.39 |
| 11060 - Elevator Operator                            | 10.88 |
| 11090 - Gardener                                     | 15.35 |
| 11122 - Housekeeping Aide                            | 10.39 |
| 11150 - Janitor                                      | 12.80 |
| 11210 - Laborer, Grounds Maintenance                 | 12.13 |
| 11240 - Maid or Houseman                             | 9.39  |
| 11260 - Pruner                                       | 11.97 |
| 11270 - Tractor Operator                             | 14.51 |
| 11330 - Trail Maintenance Worker                     | 12.13 |
| 11360 - Window Cleaner                               | 14.28 |
| 12000 - Health Occupations                           |       |
| 12010 - Ambulance Driver                             | 15.74 |
| 12011 - Breath Alcohol Technician                    | 15.74 |
| 12012 - Certified Occupational Therapist Assistant   | 21.59 |
| 12015 - Certified Physical Therapist Assistant       | 21.59 |
| 12020 - Dental Assistant                             | 16.53 |
| 12025 - Dental Hygienist                             | 36.58 |
| 12030 - EKG Technician                               | 23.84 |
| 12035 - Electroneurodiagnostic Technologist          | 23.84 |
| 12040 - Emergency Medical Technician                 | 15.46 |
| 12071 - Licensed Practical Nurse I                   | 14.07 |
| 12072 - Licensed Practical Nurse II                  | 15.74 |
| 12073 - Licensed Practical Nurse III                 | 17.55 |
| 12100 - Medical Assistant                            | 13.25 |
| 12130 - Medical Laboratory Technician                | 15.52 |
| 12160 - Medical Record Clerk                         | 13.72 |
| 12190 - Medical Record Technician                    | 15.35 |
| 12195 - Medical Transcriptionist                     | 14.81 |
| 12210 - Nuclear Medicine Technologist                | 36.58 |
| 12221 - Nursing Assistant I                          | 9.20  |
| 12222 - Nursing Assistant II                         | 10.34 |
| 12223 - Nursing Assistant III                        | 11.28 |
| 12224 - Nursing Assistant IV                         | 12.67 |
| 12235 - Optical Dispenser                            | 15.47 |
| 12236 - Optical Technician                           | 13.82 |
| 12250 - Pharmacy Technician                          | 15.49 |

|   |       |
|---|-------|
| 12280 - Phlebotomist  | 13.01 |
| 12305 - Radiologic Technologist                                 | 23.78 |
| 12311 - Registered Nurse I                                      | 25.08 |
| 12312 - Registered Nurse II                                     | 30.67 |
| 12313 - Registered Nurse II, Specialist                         | 30.67 |
| 12314 - Registered Nurse III                                    | 37.11 |
| 12315 - Registered Nurse III, Anesthetist                       | 37.11 |
| 12316 - Registered Nurse IV                                     | 44.49 |
| 12317 - Scheduler (Drug and Alcohol Testing)                    | 19.50 |
| 13000 - Information And Arts Occupations                        |       |
| 13011 - Exhibits Specialist I                                   | 18.36 |
| 13012 - Exhibits Specialist II                                  | 22.74 |
| 13013 - Exhibits Specialist III                                 | 27.32 |
| 13041 - Illustrator I   | 18.36 |
| 13042 - Illustrator II  | 22.74 |
| 13043 - Illustrator III   | 27.32 |
| 13047 - Librarian   | 25.18 |
| 13050 - Library Aide/Clerk                                      | 13.05 |
| 13054 - Library Information Technology Systems Administrator    | 22.74 |
| 13058 - Library Technician                                      | 18.10 |
| 13061 - Media Specialist I                                      | 14.73 |
| 13062 - Media Specialist II                                     | 18.10 |
| 13063 - Media Specialist III                                    | 20.16 |
| 13071 - Photographer I  | 16.41 |
| 13072 - Photographer II   | 18.36 |
| 13073 - Photographer III  | 22.74 |
| 13074 - Photographer IV   | 27.81 |
| 13075 - Photographer V  | 33.65 |
| 13110 - Video Teleconference Technician                         | 16.41 |
| 14000 - Information Technology Occupations                      |       |
| 14041 - Computer Operator I                                     | 15.07 |
| 14042 - Computer Operator II                                    | 16.86 |
| 14043 - Computer Operator III                                   | 20.58 |
| 14044 - Computer Operator IV                                    | 23.79 |
| 14045 - Computer Operator V                                     | 25.52 |
| 14071 - Computer Programmer I (1)                               | 20.77 |
| 14072 - Computer Programmer II (1)                              | 25.73 |
| 14073 - Computer Programmer III (1)                             | 27.62 |
| 14074 - Computer Programmer IV (1)                              | 27.62 |
| 14101 - Computer Systems Analyst I (1)                          | 27.62 |
| 14102 - Computer Systems Analyst II (1)                         | 27.62 |
| 14103 - Computer Systems Analyst III (1)                        | 27.62 |
| 14150 - Peripheral Equipment Operator                           | 15.07 |
| 14160 - Personal Computer Support Technician                    | 23.79 |
| 15000 - Instructional Occupations                               |       |
| 15010 - Aircrew Training Devices Instructor (Non-Rated)         | 27.62 |
| 15020 - Aircrew Training Devices Instructor (Rated)             | 32.83 |
| 15030 - Air Crew Training Devices Instructor (Pilot)            | 36.76 |
| 15050 - Computer Based Training Specialist / Instructor         | 27.62 |
| 15060 - Educational Technologist                                | 27.93 |
| 15070 - Flight Instructor (Pilot)                               | 36.76 |
| 15080 - Graphic Artist  | 19.54 |
| 15090 - Technical Instructor                                    | 24.93 |
| 15095 - Technical Instructor/Course Developer                   | 25.52 |
| 15110 - Test Proctor  | 16.85 |
| 15120 - Tutor   | 16.85 |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations |       |
| 16010 - Assembler   | 9.53  |
| 16030 - Counter Attendant                                       | 9.53  |
| 16040 - Dry Cleaner   | 12.03 |
| 16070 - Finisher, Flatwork, Machine                             | 9.53  |
| 16090 - Presser, Hand   | 9.53  |
| 16110 - Presser, Machine, Drycleaning                           | 9.53  |
| 16130 - Presser, Machine, Shirts                                | 9.53  |
| 16160 - Presser, Machine, Wearing Apparel, Laundry              | 9.53  |
| 16190 - Sewing Machine Operator                                 | 12.87 |

|       |   |       |
|-------|---|-------|
| 16220 | - Tailor  | 13.71 |
| 16250 | - Washer, Machine   | 10.36 |
| 19000 | - Machine Tool Operation And Repair Occupations                           |       |
| 19010 | - Machine-Tool Operator (Tool Room)                                       | 22.18 |
| 19040 | - Tool And Die Maker  | 26.88 |
| 21000 | - Materials Handling And Packing Occupations                              |       |
| 21020 | - Forklift Operator   | 12.59 |
| 21030 | - Material Coordinator  | 22.17 |
| 21040 | - Material Expediter  | 22.17 |
| 21050 | - Material Handling Laborer   | 11.73 |
| 21071 | - Order Filler  | 12.83 |
| 21080 | - Production Line Worker (Food Processing)                                | 12.59 |
| 21110 | - Shipping Packer   | 12.58 |
| 21130 | - Shipping/Receiving Clerk  | 12.58 |
| 21140 | - Store Worker I  | 10.26 |
| 21150 | - Stock Clerk   | 14.62 |
| 21210 | - Tools And Parts Attendant   | 12.59 |
| 21410 | - Warehouse Specialist  | 12.76 |
| 23000 | - Mechanics And Maintenance And Repair Occupations                        |       |
| 23010 | - Aerospace Structural Welder   | 24.34 |
| 23021 | - Aircraft Mechanic I   | 23.12 |
| 23022 | - Aircraft Mechanic II  | 24.49 |
| 23023 | - Aircraft Mechanic III   | 25.80 |
| 23040 | - Aircraft Mechanic Helper  | 17.34 |
| 23050 | - Aircraft, Painter   | 21.81 |
| 23060 | - Aircraft Servicer   | 19.68 |
| 23080 | - Aircraft Worker   | 20.86 |
| 23110 | - Appliance Mechanic  | 21.30 |
| 23120 | - Bicycle Repairer  | 14.44 |
| 23125 | - Cable Splicer   | 27.39 |
| 23130 | - Carpenter, Maintenance  | 20.56 |
| 23140 | - Carpet Layer  | 18.52 |
| 23160 | - Electrician, Maintenance  | 27.22 |
| 23181 | - Electronics Technician Maintenance I                                    | 20.24 |
| 23182 | - Electronics Technician Maintenance II                                   | 21.68 |
| 23183 | - Electronics Technician Maintenance III                                  | 23.12 |
| 23260 | - Fabric Worker   | 18.80 |
| 23290 | - Fire Alarm System Mechanic  | 23.12 |
| 23310 | - Fire Extinguisher Repairer  | 17.35 |
| 23311 | - Fuel Distribution System Mechanic                                       | 23.12 |
| 23312 | - Fuel Distribution System Operator                                       | 17.35 |
| 23370 | - General Maintenance Worker  | 16.84 |
| 23380 | - Ground Support Equipment Mechanic                                       | 23.12 |
| 23381 | - Ground Support Equipment Servicer                                       | 18.80 |
| 23382 | - Ground Support Equipment Worker   | 20.37 |
| 23391 | - Gunsmith I  | 17.35 |
| 23392 | - Gunsmith II   | 20.24 |
| 23393 | - Gunsmith III  | 23.12 |
| 23410 | - Heating, Ventilation And Air-Conditioning Mechanic                      | 18.71 |
| 23411 | - Heating, Ventilation And Air Contditioning Mechanic (Research Facility) | 19.02 |
| 23430 | - Heavy Equipment Mechanic  | 21.15 |
| 23440 | - Heavy Equipment Operator  | 23.12 |
| 23460 | - Instrument Mechanic   | 23.12 |
| 23465 | - Laboratory/Shelter Mechanic   | 21.68 |
| 23470 | - Laborer   | 10.66 |
| 23510 | - Locksmith   | 17.78 |
| 23530 | - Machinery Maintenance Mechanic  | 23.24 |
| 23550 | - Machinist, Maintenance  | 21.72 |
| 23580 | - Maintenance Trades Helper   | 14.00 |
| 23591 | - Metrology Technician I  | 23.12 |
| 23592 | - Metrology Technician II   | 24.34 |
| 23593 | - Metrology Technician III  | 25.64 |
| 23640 | - Millwright  | 23.12 |
| 23710 | - Office Appliance Repairer   | 20.29 |
| 23760 | - Painter, Maintenance  | 17.78 |

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|--|-------|
| 23790 - Pipefitter, Maintenance                            | 25.40 |
| 23810 - Plumber, Maintenance                               | 24.14 |
| 23820 - Pneudraulic Systems Mechanic                       | 23.12 |
| 23850 - Rigger   | 23.12 |
| 23870 - Scale Mechanic                                     | 20.24 |
| 23890 - Sheet-Metal Worker, Maintenance                    | 24.48 |
| 23910 - Small Engine Mechanic                              | 17.81 |
| 23931 - Telecommunications Mechanic I                      | 24.69 |
| 23932 - Telecommunications Mechanic II                     | 25.99 |
| 23950 - Telephone Lineman                                  | 21.69 |
| 23960 - Welder, Combination, Maintenance                   | 18.71 |
| 23965 - Well Driller                                       | 23.12 |
| 23970 - Woodcraft Worker                                   | 23.12 |
| 23980 - Woodworker   | 17.35 |
| 24000 - Personal Needs Occupations                         |       |
| 24570 - Child Care Attendant                               | 9.13  |
| 24580 - Child Care Center Clerk                            | 12.40 |
| 24610 - Chore Aide   | 10.51 |
| 24620 - Family Readiness And Support Services Coordinator  | 10.25 |
| 24630 - Homemaker  | 13.13 |
| 25000 - Plant And System Operations Occupations            |       |
| 25010 - Boiler Tender                                      | 23.12 |
| 25040 - Sewage Plant Operator                              | 21.39 |
| 25070 - Stationary Engineer                                | 23.12 |
| 25190 - Ventilation Equipment Tender                       | 18.71 |
| 25210 - Water Treatment Plant Operator                     | 21.33 |
| 27000 - Protective Service Occupations                     |       |
| 27004 - Alarm Monitor                                      | 18.19 |
| 27007 - Baggage Inspector                                  | 14.50 |
| 27008 - Corrections Officer                                | 21.78 |
| 27010 - Court Security Officer                             | 24.10 |
| 27030 - Detection Dog Handler                              | 18.19 |
| 27040 - Detention Officer                                  | 21.78 |
| 27070 - Firefighter  | 21.85 |
| 27101 - Guard I  | 14.50 |
| 27102 - Guard II   | 18.19 |
| 27131 - Police Officer I                                   | 26.34 |
| 27132 - Police Officer II                                  | 29.26 |
| 28000 - Recreation Occupations                             |       |
| 28041 - Carnival Equipment Operator                        | 13.74 |
| 28042 - Carnival Equipment Repairer                        | 14.68 |
| 28043 - Carnival Equipment Worker                          | 10.29 |
| 28210 - Gate Attendant/Gate Tender                         | 12.36 |
| 28310 - Lifeguard  | 10.82 |
| 28350 - Park Attendant (Aide)                              | 13.83 |
| 28510 - Recreation Aide/Health Facility Attendant          | 10.09 |
| 28515 - Recreation Specialist                              | 17.13 |
| 28630 - Sports Official                                    | 11.01 |
| 28690 - Swimming Pool Operator                             | 20.45 |
| 29000 - Stevedoring/Longshoremen Occupational Services     |       |
| 29010 - Blocker And Bracer                                 | 20.89 |
| 29020 - Hatch Tender                                       | 20.89 |
| 29030 - Line Handler                                       | 20.89 |
| 29041 - Stevedore I  | 19.40 |
| 29042 - Stevedore II                                       | 22.37 |
| 30000 - Technical Occupations                              |       |
| 30010 - Air Traffic Control Specialist, Center (HFO) (2)   | 32.97 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (2)  | 22.73 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (2) | 25.03 |
| 30021 - Archeological Technician I                         | 15.80 |
| 30022 - Archeological Technician II                        | 17.66 |
| 30023 - Archeological Technician III                       | 21.88 |
| 30030 - Cartographic Technician                            | 23.16 |
| 30040 - Civil Engineering Technician                       | 22.53 |
| 30061 - Drafter/CAD Operator I                             | 14.29 |
| 30062 - Drafter/CAD Operator II                            | 16.75 |

|  |       |
|--|-------|
| 30063 - Drafter/CAD Operator III                                     | 18.68 |
| 30064 - Drafter/CAD Operator IV                                      | 21.88 |
| 30081 - Engineering Technician I                                     | 14.28 |
| 30082 - Engineering Technician II                                    | 16.03 |
| 30083 - Engineering Technician III                                   | 17.97 |
| 30084 - Engineering Technician IV                                    | 22.22 |
| 30085 - Engineering Technician V                                     | 27.17 |
| 30086 - Engineering Technician VI                                    | 35.66 |
| 30090 - Environmental Technician                                     | 20.31 |
| 30210 - Laboratory Technician  | 19.75 |
| 30240 - Mathematical Technician                                      | 20.14 |
| 30361 - Paralegal/Legal Assistant I                                  | 16.69 |
| 30362 - Paralegal/Legal Assistant II                                 | 19.89 |
| 30363 - Paralegal/Legal Assistant III                                | 22.70 |
| 30364 - Paralegal/Legal Assistant IV                                 | 27.48 |
| 30390 - Photo-Optics Technician                                      | 20.14 |
| 30461 - Technical Writer I   | 16.87 |
| 30462 - Technical Writer II  | 20.64 |
| 30463 - Technical Writer III   | 24.97 |
| 30491 - Unexploded Ordnance (UXO) Technician I                       | 20.95 |
| 30492 - Unexploded Ordnance (UXO) Technician II                      | 25.35 |
| 30493 - Unexploded Ordnance (UXO) Technician III                     | 30.39 |
| 30494 - Unexploded (UXO) Safety Escort                               | 20.95 |
| 30495 - Unexploded (UXO) Sweep Personnel                             | 20.95 |
| 30620 - Weather Observer, Combined Upper Air Or Surface Programs (2) | 18.68 |
| 30621 - Weather Observer, Senior (2)                                 | 20.75 |
| 31000 - Transportation/Mobile Equipment Operation Occupations        |       |
| 31020 - Bus Aide   | 11.31 |
| 31030 - Bus Driver   | 16.32 |
| 31043 - Driver Courier   | 12.28 |
| 31260 - Parking and Lot Attendant                                    | 10.18 |
| 31290 - Shuttle Bus Driver   | 12.63 |
| 31310 - Taxi Driver  | 11.88 |
| 31361 - Truckdriver, Light   | 12.35 |
| 31362 - Truckdriver, Medium  | 14.03 |
| 31363 - Truckdriver, Heavy   | 17.19 |
| 31364 - Truckdriver, Tractor-Trailer                                 | 17.19 |
| 99000 - Miscellaneous Occupations                                    |       |
| 99030 - Cashier  | 9.31  |
| 99050 - Desk Clerk   | 9.13  |
| 99095 - Embalmer   | 20.95 |
| 99251 - Laboratory Animal Caretaker I                                | 12.19 |
| 99252 - Laboratory Animal Caretaker II                               | 13.28 |
| 99310 - Mortician  | 20.95 |
| 99410 - Pest Controller  | 19.00 |
| 99510 - Photofinishing Worker  | 11.01 |
| 99710 - Recycling Laborer  | 12.80 |
| 99711 - Recycling Specialist   | 15.62 |
| 99730 - Refuse Collector   | 11.97 |
| 99810 - Sales Clerk  | 12.30 |
| 99820 - School Crossing Guard  | 11.71 |
| 99830 - Survey Party Chief   | 23.63 |
| 99831 - Surveying Aide   | 14.85 |
| 99832 - Surveying Technician   | 20.32 |
| 99840 - Vending Machine Attendant                                    | 16.41 |
| 99841 - Vending Machine Repairer                                     | 20.45 |
| 99842 - Vending Machine Repairer Helper                              | 16.41 |

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordinance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordinance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordinance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordinance, explosive, and incendiary ordinance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordinance, explosives, and incendiary material differential pay.

\*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to

this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444))

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C)(vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

| <u>AGENDA ITEM</u>   | <u>TYPE OF ACTION NEEDED</u>  |  |
|--|---|--|
| Meeting Date: April 7, 2008<br>Subject: Agreement between BCES and BCSO<br>Prepared By: Julie Thompson<br>Reviewed By: | Execute Contract <u>xxxx</u><br>Pass Resolution <u>xxxx</u><br>Pass Ordinance<br>Pass Motion<br>Other | Consent Agenda <u>  X</u><br>Public Hearing<br>1st Discussion<br>2nd Discussion<br>Other |

*h*

**SUMMARY**

The Benton County Emergency Management has received a Law Enforcement Terrorism Prevention Program (LETPP) grant for the purchase of equipment to enhance the capability of local government to respond to acts of terrorism a committee of local fire and police chiefs and the Sheriff has considered the needs and capabilities of the local response system. The committee has approved the sum of \$39,000 to the Sheriff's Office to be spent towards P25 compliant radio.

**RECOMMENDATION**

Approve attached agreement between Benton County Emergency Services and authorize the Benton County Sheriff to sign such agreement.

**FISCAL IMPACT**

Additional \$39,000 to be spent towards P25 compliant radios

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER AUTHORIZING THE BENTON COUNTY SHERIFF TO SIGN THE AGREEMENT BETWEEN BENTON COUNTY EMERGENCY SERVICES AND BENTON COUNTY WHICH WILL ALLOW THE BENTON COUNTY SHERIFF'S OFFICE TO PARTICPATE IN THE FY 2007 LAW ENFORCEMENT TERRORISM PREVENTION PROGRAM GRANT**

**WHEREAS**, the Benton County Emergency Management has received a Law Enforcement Terrorism Prevention Program (LETPP) grant for the purchase of equipment to enhance the capability of local government to respond to acts of terrorism; and

**WHEREAS**, a committee of local fire and police chiefs and the Sheriff has considered the needs and capabilities of the local response system; and

**WHEREAS**, the committee has approved the sum of \$39,000 to the Sheriff's Office to be spent towards P25 compliant radio, **NOW, THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners approves the attached agreement between Benton County Emergency Services and hereby authorizes the Benton County Sheriff to sign such agreement.

Dated this 7 day of April, 2008.

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

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

Attest: \_\_\_\_\_

J. Thompson

CC: BCSO, Prosecutor (Rosemary), Auditor Office, BCES



# BENTON COUNTY EMERGENCY SERVICES

651 Truman Avenue  
Richland, Washington 99352  
(509) 628-2600



Emergency Management  
Fax: (509) 628-2621

Southeast Communications Center  
Fax: (509) 628-2622

March 13, 2008

Steve Keane  
Benton County Sheriff's Office

Dear Steve:

Benton County Emergency Management has received a Federal Fiscal 2007 Law Enforcement Terrorism Prevention Program (LETPP) grant for the purchase of equipment to enhance the capability of local government to respond to acts of terrorism. A committee of local fire and police chiefs and the Sheriff has considered the needs and capabilities of the local response system and has approved the sum of \$39,000.00 including tax for the purchase and installation of approved equipment by the Benton County Sheriff's Office.

The purpose of the grant funding is to purchase equipment, in accordance with existing strategic plans, to ensure that the nation's state and local emergency responders have the equipment required to properly respond to terrorist incidents involving weapons of mass destruction (WMD).

Attachment A is the list of equipment that has been approved for purchase by the Benton County Sheriff's Office from Benton County LETPP 2007 funds. Please review the attached list, and provide an authorizing signature to verify your agency is willing to purchase and receive the listed equipment. If your agency wishes to waive the purchase and receipt of some, or all, of the equipment listed, please notify the Benton County Emergency Management in writing.

Please be aware that these purchases must be made in compliance with all Benton County purchasing rules, policies and procedures.

The purchase of the listed equipment has been approved by Benton County Emergency Management and the State of Washington.

Attachment B lists the certifications and assurances required as part of the grant package. As a recipient of federal funding, Benton County Emergency Management made certain assurances to the State of Washington and the applicable Federal Agency. The Benton County Sheriff's Office must also abide by the same assurances. Specifically, non-discrimination and lobbying requirements require certifications by recipients of the equipment under this grant.

The Benton County Sheriff's Office must also affirmatively determine that any vendor or sub-recipient receiving payment of \$25,000.00 or more is not debarred or otherwise ineligible to receive money provided by a Federal grant.

The federal grant provisions also place property management responsibility on equipment recipients.

Attachment C is the Reimbursement Agreement, between Benton County Emergency Management and the Benton County Sheriff's Office for equipment purchase and property management. Benton County Emergency Management is acting as a pass through agency for the distribution of funding for the equipment purchases. Once the equipment is purchased it becomes the property of, and responsibility of, the Benton County Sheriff's Office to provide training, maintenance, and storage. The recipients will be responsible for the inventory accountability to the Washington Military Department, Benton County Emergency Management and Washington State, for Federal audits on the items accepted by that jurisdiction. Although Congress has appropriated significant funding for this equipment, this grant does not mandate that your jurisdiction purchase replacement equipment.

Please complete the Index of Attachments, along with Attachments A, B, and C and fax them to Jim Duncan at (509) 628-2621. Please send the originals via mail: 651 Truman Ave. Richland, WA. 99352.

Thank you for your attention to these requests. Please call Jim Duncan at (509) 628-2600 if you have questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Duncan", with a long horizontal flourish extending to the right.

Jim Duncan, Homeland Security Emergency Planner  
Benton County Emergency Management

Attachments

**INDEX OF ATTACHMENTS**  
**Benton County Sheriff's Office – LETPP 2007 Equipment Purchase**  
**Reimbursement**

This list is a summary of the attachments discussed in the letter and also indicates the action needed by the recipient agency.

**Attachment A: LETPP 2007 Equipment to be purchased by the Benton County Sheriff's Office and reimbursed by Benton County Emergency Management. (Attachment must be signed.)**

Signed:  
Yes \_\_\_\_\_ No \_\_\_\_\_

**Attachment B: Certifications and Assurances (Attachment must be signed.)**

Signed:  
Yes \_\_\_\_\_ No \_\_\_\_\_

**Attachment C: Reimbursement Agreement (Attachment must be signed.)**

Signed:  
Yes \_\_\_\_\_ No \_\_\_\_\_

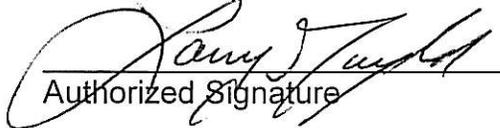
Attachment A  
Benton County Sheriff's Office – LETPP 2007 Equipment Purchase Reimbursement

Name of Jurisdiction or Agency: Benton County Sheriff's Office  
Contact Person: Steve Keane

**LETPP 2007 EQUIPMENT TO BE PURCHASED**  
**By**  
**The Benton County Sheriff's Office**  
**And reimbursed By**  
**Benton County Emergency Management**

| Item No.     | Equipment Category           | Item  | Qty | Total Cost         | Dis | Related Project                                |
|--------------|------------------------------|---|-----|--------------------|-----|--|
| 1            | Interoperable Communications | A06CP-01-MOBL/PORT, Radio, Mobile/Portable: Two way radios with associated accessories and hardware. P25 compliant. |     | \$39,000.00        | LE  | Benton County Law Enforcement Interoperability |
| <b>Total</b> |                              |   |     | <b>\$39,000.00</b> |     |  |

On behalf of Benton County Sheriff's Office, I agree to purchase the equipment listed above and submit invoices for reimbursement to Benton County Emergency Management.

  
Authorized Signature

Title:   
Benton County Sheriff's Office

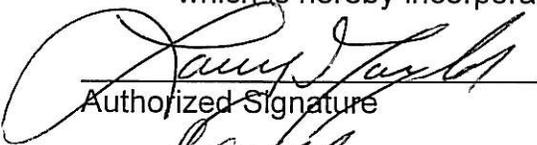
## CERTIFICATIONS AND ASSURANCES

As a sub-recipient of federal funding for purchase of equipment purchased under the Law Enforcement Terrorism Prevention Program 2007, the Benton County Sheriff's Office makes the following certifications and assurances:

1. **OMNIBUS CRIME CONTROL AND SAFE STREETS ACT OF 1968:** It will comply with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
2. **CIVIL RIGHTS:** It will comply with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
3. **LOBBYING:** As required by Section 1352 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:
  - a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
  - b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and

submit the Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

- c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.
- 4. The Benton County Sheriff's Office agrees to comply with all requirements of the FY 2007 Law Enforcement Terrorism Prevention Program as set out in the document available at [www.ojp.usdoj.gov/odp/docs/fy07\\_hsgp\\_guidance.pdf](http://www.ojp.usdoj.gov/odp/docs/fy07_hsgp_guidance.pdf) which is hereby incorporated by reference as if set out in full.

  
\_\_\_\_\_  
Authorized Signature

  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Benton County Sheriff's Office

  
\_\_\_\_\_  
Date

## REIMBURSEMENT AGREEMENT

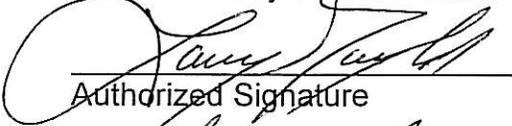
This Contract is entered into by Benton County Emergency Management and the Benton County Sheriff's Office. The Benton County Sheriff's Office is undertaking certain activities related to the FISCAL 2007 Law Enforcement Terrorism Prevention Program Grant. Under the terms and conditions of contracts and agreements between Benton County Emergency Management and the Washington State Patrol, Benton County Emergency Management will reimburse the Benton County Sheriff's Office for the purchase of equipment described in Attachment A. The reimbursement for the equipment purchase is subject to the following terms and conditions.

1. The equipment to be purchased by the Benton County Sheriff's Office is described in Attachment A. This agreement is limited to P25 compliant mobile and portable two way radios with associated accessories, hardware, and sales taxes.
2. Benton County Emergency Management disclaims all warranties for the equipment purchased by the Benton County Sheriff's Office. Should the equipment not perform as specified by the vendor, the City of Kennewick is responsible for enforcing and obtaining with warranty repairs or replacement, if any.
3. The Benton County Sheriff's Office is responsible for notifying Benton County Emergency Management of any changes in the purchase of the listed quantities and types of equipment and accepts responsibility for the purchase of any equipment for which reimbursement is denied by the State of Washington or its agencies or the Federal Government or its agencies for non-compliance with the equipment descriptions that were submitted by Benton County Emergency Management to state and Federal agencies for approval prior to purchase of the equipment.
4. The Benton County Sheriff's Office is responsible for all training related to the proper use, care and maintenance of the delivered equipment.
5. Benton County Emergency Management assumes no responsibility for the use, care or maintenance of the equipment purchased by the Benton County Sheriff's Office and reimbursed by Benton County Emergency Management. The Benton County Sheriff's Office shall protect, defend, indemnify and save harmless Benton County Emergency Management, its officers, employees and agents from any and all costs, claims, judgments and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Benton County Sheriff's Office, its officers, employees, and/or agents. The Benton County Sheriff's Office agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. For this purpose, the Benton County Sheriff's Office, by mutual negotiation, hereby waives, with respect to Benton County Emergency Management only, any immunity that would otherwise be available against such claims under the Industrial Insurance

provisions of Title 51 RCW. In the event Benton County Emergency Management incurs attorney fees and/or costs in the defense of claims, for damages within the scope of this section arising out of the negligent acts or omissions of the Benton County Sheriff's Office, such fees and costs shall be recoverable from the Benton County Sheriff's Office. In addition, Benton County Emergency Management shall be entitled to recover from the Benton County Sheriff's Office, fees, and costs incurred to enforce the provisions of this section. The use of the above referenced equipment and any associated liability from such use by a political subdivision other than the Benton County Sheriff's Office shall be governed by the terms and conditions of any mutual aid agreement between the parties to this agreement and those political subdivisions. Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

6. The Benton County Sheriff's Office shall comply with Federal OMB Circulars A-87 and A-133 with regard to these purchases. The Benton County Sheriff's Office will also comply with any Post Award Requirements as set out in Attachment C, a copy of which is attached and hereby incorporated by reference as if fully stated herein.
7. The Benton County Sheriff's Office also agrees to comply with all requirements of the FY 2007 Homeland Security Grant Program as set out in the document available at [www.ojp.usdoj.gov/odp/docs/fy07\\_hsgp\\_guidance.pdf](http://www.ojp.usdoj.gov/odp/docs/fy07_hsgp_guidance.pdf) which is hereby incorporated by reference.
8. The Benton County Sheriff's Office acknowledges that this contract is subject to the terms and conditions of Agreement Number C080679FED between the Washington State Patrol and Benton County Emergency Management and any amendments to that contract. A copy of that contract with current amendments is attached and is hereby incorporated as if set forth fully in this agreement.

Benton County Sheriff's Office

  
Authorized Signature

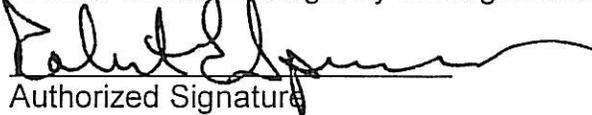
Sheriff  
Title

3-24-08  
Date

Approved as to Form

\_\_\_\_\_  
Attorney, Benton County

Benton County Emergency Management

  
Authorized Signature

BCEM Manager  
Title

3-13-08  
Date

Approved as to Form

  
Attorney, City of Richland

**9:05 am**

**BID OPENING**

**County Newspaper**

**B Gagner**

9:10

Executive Session  
Potential Litigation

E. Hsu

