

Jerome Delvin
District 1
Shon Small
District 2
James Beaver
District 3

Board of County Commissioners BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

AGENDA
BOARD OF BENTON COUNTY COMMISSIONERS
Regular Board Meeting
Tuesday, August 16, 2016
Benton County Courthouse, Prosser, WA

**To view items in detail, please
click on the highlighted area.**

9:00 AM

Call to Order

Approval of Minutes

❖ **August 9, 2016 Board Meeting**

Review Agenda

Consent Agenda

Commissioners

a. Step Increase Request Authorization

Facilities

b. Contract w/Superior Maintenance Solutions, LLC for Landscape and Maintenance

GIS

c. Line Item Transfer, Fund No. 0000-101, Dept. 131

Human Services

d. Amendment #2 w/DSHS for Developmental Disabilities Services

Juvenile

e. Line Item Transfer, Fund No. 0115-101, Depts. 171, 173 & 174

Office of Public Defense

f. Indigent Defense Compensation Services for A Rado

Public Works

g. Authorization to Proceed With Bid Process for Pavement Marking 2016

h. Contract Extension w/Coleman Oil Company for Card Lock Services for Gasoline & Diesel

Sheriff

i. Line Item Transfer, Fund No. 0000-101, Dept. 120

j. Agreement w/WA State Internet Crimes Against Children Task Force Through City of Seattle Police Department

k. Amending Resolution 2014-959 for Procurement of Employee Uniforms From Gall's LLC

l. Letter to Universal Protection Service for Unarmed Security Guard Services

Treasurer

m. Issuance of a County Road Improvement District No. 21 Bond

Public Hearing

Budget Adjustment to Fund No. 0000-101, Dept. 115 ~ L Smith Kelty

Budget Adjustment to Fund No. 0155-101, Dept. 000 ~ M Rasmussen

Scheduled Business

Social Media Strategy ~ S Faulconer

Request for Approval to Use 2163 Funds for Kennewick Housing Authority Nueva Vista Project
~ K Sullivan

Agreement Modification w/United States Marshals Service for Housing Federal Detainees
~ J Law

Mental Health Addition Discussion ~ Sheriff Keane & Undersheriff Hatcher

Unscheduled Visitors

Other Business

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, August 9, 2016, 9:00 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

Present: Chairman Shon Small
Commissioner James Beaver
County Administrator David Sparks
Clerk of the Board Cami McKenzie

Absent: Commissioner Jerome Delvin

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kelty; Adam Fyall, Sustainable Development Manager; County Engineer Matt Rasmussen; Assistant County Engineer Robert Blain; Planning Manager Mike Shuttleworth; Auditor Brenda Chilton; Clerk Josie Delvin; District Court Administrator Jacki Lahtinen; RJ Lott, Planning; Treasurer Duane Davidson.

Approval of Minutes

The Minutes of August 2, 2016 were approved.

Consent Agenda

MOTION: Commissioner Beaver moved to approve the consent agenda items “a” through “p”. Chairman Small seconded and upon vote, the Board approved the following:

Commissioners

- a. Rescinding Resolution 2015-655, Interlocal Agreement MATRICS for Multi-Agency Three Rivers Information & Communication Systems

District Court

- b. Line Item Transfer, Fund No. 0000-101, Dept. 111

Facilities

- c. Purchase Authorization for Services to Treat Carpenter Ants from Rose Hart Pest Control
- d. Contract w/Allied Systems Products for Purchase & Installation of a Compact File Storage System

Human Services

- e. Contract w/WA St Department of Commerce for Community Development Block Grant
- f. Grant Agreement w/Elijah Family Homes for Housing Subsidies

Juvenile

- g. Contract w/Apollo Heating & Air for HVAC System Maintenance

Office of Public Defense

- h. Superior Court Public Defense Service Agreement w/R Swinburson
- i. Amended Caseload District Court Public Defense Contract w/A Farabee

Public Safety

- j. Agreement w/Boys & Girls Club of Benton and Franklin Counties for Prosser Teen Program Investment
- k. Purchase Authorization for Seven (7) Smith and Wesson M&P15 Rifles for Sheriff's Office

Public Works

- l. Memorandum of Understanding w/State of WA DNR Public Land Survey for Permit/Covered Monuments
- m. Traffic Control on County Roads re Speed Limit – Summit View
- n. Traffic Control on County Roads re Speed Limit – Bent Road
- o. Contract with B.C.V., Inc. for Hank Road Asphalt Repair & CR12 Pathway Asphalt Repair Project

Sheriff

- p. Line Item Transfer, Fund No. 0000-101, Dept. 120

Final Plat of the Altered Plat of Tripple Vista Estates No. 2; SUB 2016-001

RJ Lott said all the conditions of approval were satisfied and all signatures obtained. He recommended the Board authorize the Chairman to sign the final plat as presented.

MOTION: Commissioner Beaver moved to approve the Altered Plat of Tripple Vista Estates No. 2 and authorize the Chairman to sign the final plat. Chairman Small seconded and upon vote, the motion carried.

Unscheduled Visitors

Hanford Communities

Adam Fyall said that Donovan Robinson, Whitehouse Office of Management & Budget would be in town next week, and he wanted to work with the City of Richland and other folks to set up a meeting with Mr. Robinson to discuss the importance of PILT. The Board agreed to have Mr. Fyall work on setting up that meeting.

Vouchers

Check Date: 08/05/2016

Payroll Checks

Warrant #: 239807-239882

Direct Deposit # 116151-116750

Total all funds: \$2,168,682.82

Payroll Deductions/Transfers
Taxes # 101160801-101160815
Total all funds: \$1,896,006.53

Payroll Deductions/Warrants
Warrant #: 143347-143360
Total all funds: \$378,976.26

Transfers #: 08051601-08051604
Transfers #: 08051607-08051609
Total all funds: \$317,728.46

Warrant #: 143253-143346
Total all funds: \$872,536.31

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

Resolutions

- 2016-599: Rescinding Resolution 2015-655, Interlocal Agreement MATRICS for Multi-Agency Three Rivers Information & Communication Systems
- 2016-600: Line Item Transfer, Fund No. 0000-101, Dept. 111
- 2016-601: Purchase Authorization for Services to Treat Carpenter Ants from Rose Hart Pest Control
- 2016-602: Contract w/Allied Systems Products for Purchase & Installation of a Compact File Storage System
- 2016-603: Contract w/WA St Department of Commerce for Community Development Block Grant
- 2016-604: Grant Agreement w/Elijah Family Homes for Housing Subsidies
- 2016-605: Contract w/Apollo Heating & Air for HVAC System Maintenance
- 2016-606: Superior Court Public Defense Service Agreement w/R Swinburson
- 2016-607: Amended Caseload District Court Public Defense Contract w/A Farabee
- 2016-608: Agreement w/Boys & Girls Club of Benton and Franklin Counties for Prosser Teen Program Investment
- 2016-609: Purchase Authorization for Seven (7) Smith and Wesson M&P15 Rifles for Sheriff's Office
- 2016-610: Memorandum of Understanding w/State of WA DNR Public Land Survey for Permit/Covered Monuments
- 2016-611: Traffic Control on County Roads re Speed Limit – Summit View
- 2016-612: Traffic Control on County Roads re Speed Limit – Bent Road
- 2016-613: Contract with B.C.V., Inc. for Hank Road Asphalt Repair & CR12 Pathway Asphalt Repair Project
- 2016-614: Line Item Transfer, Fund No. 0000-101, Dept. 120
- 2016-615: Approval of Final Plat – Altered Plat of Tripple Vista Estates No. 2 – SA 2016-001

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

Clerk of the Board

Chairman

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	<u>8/16/16</u>	Execute Contract	_____	Consent Agenda
Subject:	<u>Step Increase</u>	Pass Resolution	XXX	Public Hearing
	<u>Approval</u>	Pass Ordinance	_____	1st Discussion
Prepared by:	<u>M Flores</u>	Pass Motion	_____	2nd Discussion
		Other	_____	Other
Reviewed by:	<u>L Smith Kelty</u>			

BACKGROUND INFORMATION

Per Resolution 2016 421, the Board of County Commissioners authorized a new salary schedule for Commissioners' Administrators, Managers & Assistant Managers effective June 1, 2016.

That resolution authorized advancement between steps every 18 months based on performance. Advancement prior to the 18 months requires approval by the Board of County Commissioners.

On June 1, 2016, the Board authorized placement for the Assistant Planning Manager at grade/step 5C (\$6,701). It is requested that approval for step D be authorized on Aug. 1, 2016, so that said employee would not receive a reduction of salary based on the new salary schedule.

SUMMARY

It was not the intent that any employees affected by the new salary schedule set by Resolution 2016 421 receive a reduction in salary. It is requested that the Board of County Commissioners approve Step 5D on 08/1/16 for the Assistant Planning Manager for said employee not to receive a reduction in pay. Evaluations for advancements thereafter would be 18 months.

RECOMMENDATION

Approve the Step Increase for the Assistant Planning Manager to step 5D (\$7,036 per month) effective 08/01/16.

MOTION

The Board of Benton County Commissioners approves the chairman to sign the Step Increase for grade/step 5D for \$7,036 per month for the Assistant Planning Manager effective Aug 1, 2016.

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	8-16-16	Execute Contract	<u> X </u>	Consent Agenda
Subject:	Contract award for	Pass Resolution	<u> X </u>	Public Hearing
	<u>SMS</u>	Pass Ordinance	_____	1st Discussion
Prepared by:	<u>D. Waggoner</u>	Pass Motion	_____	2nd Discussion
Reviewed by:		Other	_____	Other

BACKGROUND INFORMATION / SUMMARY

While the Facilities Department has been responsible for Landscape and Lawn Maintenance for many years, it was determined that this is not the best use of personnel. Using a professional service will allow Facilities to better utilize its resources, and to draw on the expertise of a contractor. This will help Benton County present its best image to visitors and employees of our facilities.

Benton County Facilities solicited quotes from the MRSC Small Works Roster for Landscape and Lawn Maintenance Services. Two vendors provided quotes as listed below:

Superior Maintenance Solutions –	Lynwood, WA. –	\$100,386.00, not including WSST
Heritage Landscaping. –	Richland, WA. –	\$113,904.00, not including WSST

Services will be provided at 7 different locations including: Benton County Justice Center Complex, Kennewick Annex, Animal Control, Prosser Courthouse, Prosser Planning building, Courthouse parking area, and Vista Park in Kennewick.

RECOMMENDATION

Approve the attached Resolution and Contract between Benton County and Superior Maintenance Solutions, Inc.

FISCAL IMPACT

Total cost not to exceed \$100,000, including WSST and fees. Funding source will be Current Expense of the Facilities budget.

MOTION

Move to approve the attached Public Works contract between Benton County and Superior Maintenance Solutions, Inc.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A PUBLIC WORKS CONTRACT BETWEEN BENTON COUNTY AND SUPERIOR MAINTENANCE SOLUTIONS, INC FOR LANDSCAPE AND LAWN MAINTENANCE SERVICES

WHEREAS, the Facilities Department has determined that using a contractor to perform landscape and lawn maintenance service will be a great benefit to the County; and

WHEREAS, the Facilities Department has many locations to service and a contractor can perform this more efficiently, thus freeing up one Maintenance Worker to accomplish other much needed work; and

WHEREAS, the County can rely on the expertise of the contractor to accomplish landscape and lawn maintenance needs and present the best image possible; and

WHEREAS, quotes were requested from the MRSC Small Works Roster and responses were received from Heritage Landscaping, and Superior Maintenance Solutions, and the lowest price was submitted by Superior Maintenance Solutions in the amount of \$100,386.00, not including WSST; and

WHEREAS, the quote assumed 26 weekly visits in 2017 and 32 in 2018 but 2017 will only be approximately 16 weekly visits, thereby reducing the overall contract amount; and

WHEREAS, the Facilities Manager recommends authorizing a Public Works contract between Benton County and Superior Maintenance Solutions to provide Landscape and Lawn Maintenance services to various Benton County locations; **NOW THEREFORE**,

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby approves the Public Works contract with Superior Maintenance Solutions, in the amount not to exceed \$100,000 including WSST; and

BE IT FURTHER RESOLVED, the Board authorizes the Chairman to sign the agreement attached hereto.

Dated this _____ day of _____, 2016.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

**PUBLIC WORKS CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **SMS - SUPERIOR MAINTENANCE SOLUTIONS, LLC**, a limited liability corporation organized under the laws of the State of Nevada and doing business in the State of Washington as **SUPERIOR MAINTENANCE SOLUTIONS**, with its principal offices at 19410 Hwy 99, Suite A-136, Lynnwood, WA 98036 (hereinafter "CONTRACTOR").

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

1. **CONTRACT DOCUMENTS**

This Contract consists of these terms and conditions and the following documents:

- a. Exhibit A - Request for Proposal for Landscaping and Lawn Maintenance Services, including Addenda to RFP Documents;
- b. Exhibit B - Washington State Prevailing Wage Rates for Public Works Contracts;
- c. Exhibit C - Sample Insurance Form;
- d. Exhibit D - Background Check Form;
- e. Exhibit E - SMS - Superior Maintenance Solutions, LLC's Response to Request for Proposal and Scope of Work; and
- f. Exhibit F - Calculation of Weekly Costs for Additional Services.

2. **DURATION OF CONTRACT**

The term of this Contract shall begin immediately upon execution of both parties and shall expire on December 31, 2017.

3. **SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

- a. The CONTRACTOR agrees to provide landscaping and lawn maintenance services at seven (7) Benton County sites,

including, for each site, sixteen (16) site visits in 2016, thirty-two (32) site visits in 2017, two annual cleanups equal to two site visits per year, and irrigation start up, maintenance, and winterization, if applicable, in accordance with Exhibit E (attached hereto and incorporated by reference). In the event that the requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with the other contractor. In the event that the requested work requires, under state or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur. Thereafter, upon completion of services, CONTRACTOR shall ensure that a completed work order, detailing the work done, the time expended, and the parts used is remitted to the COUNTY representative or his designee prior to CONTRACTOR leaving the work site.

- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a contract representative.

Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

a. For CONTRACTOR:

Name: Nathaniel Pettit
Address: 19410 Highway 99, Suite A-136
City, State, Zip Code: Lynnwood, WA 98036
Phone: 855-767-7768
Email: nate.pettit@s-m-s-services.com

b. For COUNTY:

Name: Dan Waggoner
Address: 7122 W. Okanogan Place, Bldg A
City, State, Zip Code: Kennewick, WA 99336
Phone: 509-222-3704
Fax: 509-736-2708
Email: dan.waggoner@co.benton.wa.us

5. **COMPENSATION**

a. The COUNTY shall pay CONTRACTOR Eighty-Two Thousand One Hundred Thirty-Four Dollars and Twenty-Four Cents (\$82,134.24), not including W.S.S.T., for landscaping and lawn maintenance services provided at seven (7) Benton County sites in accordance with Section 3 of this Contract. This amount payable is based on 16 weeks of service in 2016 and 32 weeks of service in 2017, at a rate of \$1,711.13 per week. Any additional services requested by COUNTY and provided by CONTRACTOR may be paid at the rates set forth in Exhibit F, attached hereto and incorporated by reference. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.

b. The total amount payable by the COUNTY to the CONTRACTOR under this Contract may not exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00), including W.S.S.T and filing fees payable to the Washington State Department of Labor and Industries. Any dollar amount above the maximum payable amount will only be approved with an amendment to this

Contract. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages via <https://secureaccess.wa.gov/> and then forward a copy to COUNTY'S Contract Representative. At the completion of all work contemplated by this Contract, or at the end of the contract term, whichever comes first, CONTRACTOR shall submit an Affidavit of Wages Paid via <https://secureaccess.wa.gov/> and forward a copy to COUNTY'S Contract Representative. No final payment will be made until the Affidavit is provided. COUNTY requires that all Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid be filed electronically with <https://secureaccess.wa.gov/>.

- c. CONTRACTOR may invoice the COUNTY for filing fees paid to the Washington State Department of Labor and Industries for filing one Statement of Intent to Pay Prevailing Wages per year and one Affidavit of Wages Paid per site visit when billable work is performed.

6. INVOICING

The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, the date of service and shall also reference the work order provided to COUNTY as required in Section 3, "Services Provided", above. At such time as the first invoice is submitted, or any time thereto, CONTRACTOR, as well as all sub-contractors and sub-sub-contractors that are employed by the CONTRACTOR for the work contemplated by this Contract, shall submit a Statement of Intent to Pay Prevailing Wages via <https://secureaccess.wa.gov/> and forward a copy to COUNTY'S Contract Representative. At the completion of all work contemplated by this Contract, or at the end of the contract term, whichever comes first, CONTRACTOR shall submit an Affidavit of Wages Paid via <https://secureaccess.wa.gov/> and forward a copy to COUNTY'S Contract Representative. No final payment will be made until the Affidavit is provided. The CONTRACTOR shall not be paid for services rendered under this Contract until a Statement of Intent to Pay Prevailing Wages has been executed and submitted by the CONTRACTOR and any subcontractors or sub-subcontractors as required above and the services have been performed to the COUNTY'S

satisfaction. COUNTY shall only be liable to pay for invoiced amounts that are detailed and supported as described in this Section. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY, and will remit payment for the accepted work, less any retainage or other legally withheld funds, within thirty (30) days after receiving the invoice.

PROVIDED that for each invoiced and approved progress payment, COUNTY shall withhold from the earned portion of that payment (i.e., excluding sales tax or other tax) five percent (5%) as retainage pursuant to RCW 60.28.011, subject to all further provisions of the remainder of chapter 60.28 RCW. Within ten (10) days following the execution of this Contract, CONTRACTOR shall submit written notice to the COUNTY's Contract Representative stating its election of the method for holding the moneys retained, pursuant to RCW 60.28.011(4). If such written election is not received, then the COUNTY may choose any of the manners allowed by RCW 60.28.011(4)(a)-(c) for holding the retained moneys.

7. AMENDMENTS AND CHANGES IN WORK

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.
- b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

8. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY, and its officers, officials, employees, and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any

nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees, or agents. In the event of the concurrent negligence of the CONTRACTOR, or its subcontractors, employees, or agents, and the COUNTY, or its employees or agents, this indemnification obligation of the CONTRACTOR shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR, and its subcontractors, employees, and agents.

- b. In any and all claims against the COUNTY, or its officers, officials, employees, or agents, by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers' Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 8 shall survive termination and expiration of this Contract.
- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending

all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR, or the CONTRACTOR'S employees, agents, or subcontractors. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into this Contract, are reflected in the CONTRACTOR's compensation, and have been mutually negotiated by the parties.

9. **INSURANCE**

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

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

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

The commercial general liability policy will contain an endorsement naming the COUNTY, and its elected and appointed officials, employees, and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The CONTRACTOR will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 8. CONTRACTOR'S commercial general liability policy shall provide cross-liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

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

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

\$1,000,000 Each Employee for Disease

- c. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any auto (Symbol 1), or if the Contractor has no owned autos, hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars (\$1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims that may arise from the performance of this Contract, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
- d. **Other Insurance Provisions:**
1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, or its elected and appointed officers, officials, employees, and agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
 2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees, or agents.
 4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate

certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure, nor are they limitations on indemnification. If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy that includes a condition expressly prohibiting waiver of subrogation by the insured or that voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to CONTRACTOR under this Agreement are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

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

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

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability, and Workers' Compensation, shall specifically include the COUNTY, and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY, or its elected and appointed officials, employees, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, must be provided to the County's Contract Representative referenced in Section 4.
3. All written notices under this Section 9 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

10. PERFORMANCE BOND

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County in an amount equal to one hundred percent (100%) of the contract sum as security for the performance by the CONTRACTOR of this Contract and payment of all the persons performing labor and supplying materials pursuant to this Contract. Proof of the Performance Bond must be received by COUNTY within ten (10) days following the execution of this Contract.

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, 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, be deemed to be, 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 that are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

13. INSPECTION OF BOOKS AND RECORDS

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

14. CHOICE OF LAW AND JURISDICTION

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

15. SUCCESSORS AND ASSIGNS

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

16. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for actual costs

incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 6, Invoicing. Nothing in this Section shall limit the rights of the COUNTY pursuant to this Contract or by law.

17. COMPLIANCE WITH LAWS AND PREVAILING WAGES

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract, including, but not limited to, prevailing wage laws. Specifically, at a minimum, the prevailing wages set out in Exhibit B shall be paid to all employees, agents, sub-contractors, or sub-sub-contractors who do any work for CONTRACTOR on this project. CONTRACTOR shall ensure that all sub-contractors or sub-sub-contractors sign an agreement to pay these same wages, and that such a signed agreement is submitted to COUNTY prior to sub-contractor commencing any work on the project. This schedule is duplicated from the Washington State Department of Labor and Industries website and is provided for informational purposes only. COUNTY takes no responsibility for any inaccuracies or ambiguities contained in the schedule. If CONTRACTOR believes the schedule contains any such ambiguities or inaccuracies, then CONTRACTOR is responsible for contacting the Washington State Department of Labor and Industries directly to resolve them. Perceived inaccuracies or ambiguities in the schedule shall not relieve CONTRACTOR from its obligation pursuant to this Contract and relevant law to pay prevailing wages.

18. 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.

19. DISPUTES

Disputes over the CONTRACTOR's performance shall be promptly addressed in writing by the aggrieved party in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance

and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

20. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

21. ENTIRE AGREEMENT

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

22. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4 above. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be effective 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.

23. 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.

24. LITIGATION HOLD NOTICE

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

25. PUBLIC RECORDS ACT

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

26. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, provisions for indemnification; insurance; non-waiver, inspection of books and records; choice of law; compliance with laws; litigation hold; and the Public Records Act.

27. CONFIDENTIALITY

The CONTRACTOR and its employees and subcontractors, and any employees of a subcontractor, 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.

28. BENTON COUNTY BACKGROUND CHECK

- a. The CONTRACTOR, employees of the CONTRACTOR, subcontractors, and employees of any subcontractor who will be working onsite at the Benton County Justice Center in Kennewick, Washington, must each complete a Security Background Check form, attached hereto as Exhibit D and incorporated herein by reference. Successful completion of the background check, as determined by the COUNTY, is required prior to the first day of work or entry into the Jail. The completed form must be either e-mailed to Bobbi.Romine@co.benton.wa.us or faxed to 509-222-3745, attention: Bobbi Romine. The CONTRACTOR agrees to remove any of its employees or the employees of a subcontractor, prior to performance hereunder, if in the sole discretion of the COUNTY, said employee fails the Security Background Check. In addition, CONTRACTOR agrees to provide the COUNTY notice if, during the performance of work hereunder, any of its employees or the employees of a subcontractor are charged with or convicted of any crime. Finally, if the CONTRACTOR, an employee, a subcontractor, or

an employee of a subcontractor discovers that a friend or family member is in the custody of the Benton County Jail, he or she must immediately notify Jail staff.

- This section was intentionally left blank -

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

The parties specifically certify that the provisions contained within Section 8 are mutually negotiated.

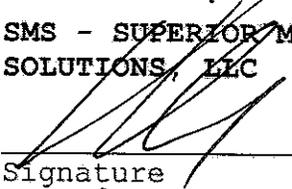
Date: _____

Date: 8/3/16

Benton County

SMS - SUPERIOR MAINTENANCE SOLUTIONS, LLC

Chairman
Benton County Commissioner



Signature

Approved as to Form

Title:



Civil Deputy Prosecuting Attorney

VINCE ORTIZ

PRINTED NAME

Benton County Facilities
 7122 W. Okanogan Place, Bldg. A
 Kennewick, WA 99336
 509-222-3704; 509-736-2708 (fax)
dan.waggoner@co.benton.wa.us

REQUEST FOR PROPOSAL FOR LANDSCAPING AND LAWN MAINTENANCE SERVICES AT VARIOUS BENTON COUNTY LOCATIONS

Please provide a written quote to provide landscape and lawnmowing services at the Benton County locations listed below. Services will include:

Grass Areas: Mowing, edging, fertilizing, weed control with granular and spot treatment, cleanup sidewalks of lawn debris

Ornamental Bed Areas: Litter control, fertilizer, weed control, pre-emergent and spot control of weeds

Trees and Shrubs: Trimming as needed for anything less than 15 feet above ground

Irrigation system: Startup, monitoring and winterization

Winter time: Minimum of 2 cleanup visits over the winter for all areas maintained.

This is a prevailing wage job. (see Exhibit B) **Do not** include any charges for prevailing wage intent and affidavit forms filed with Washington State Dept. of Labor & Industries. Benton County agrees to reimburse the contractor actual expenses incurred for any prevailing wage filing fees.

CONTRACTOR NAME & ADDRESS/CONTACT PERSON	PHONE	CONTRACTOR LICENSE#	EMAIL

LOCATION/DESCRIPTION	Costs for 2016	Costs for 2017
Benton County Justice Center Complex 7122, 7110 and 7102 W. Okanogan Pl Kennewick, WA 99336		
Kennewick Annex building: 5600 W. Canal Drive, Kennewick, WA 99336		
Benton County Animal Control 1116 N. Grant Place, Kennewick, WA 99336		
Benton County Courthouse 620 Market St, Prosser, WA 99350		
Any additional Costs:		
TOTAL without sales tax:	\$0.00	\$0.00

See Exhibit A for locations.

Please provide a quote by 4:00pm, May 5th, 2016 to:

Dan Waggoner
 Facilities Manager
 Benton County Facilities
 7122 W. Okanogan Pl
 Kennewick, WA 99336

Requirements:

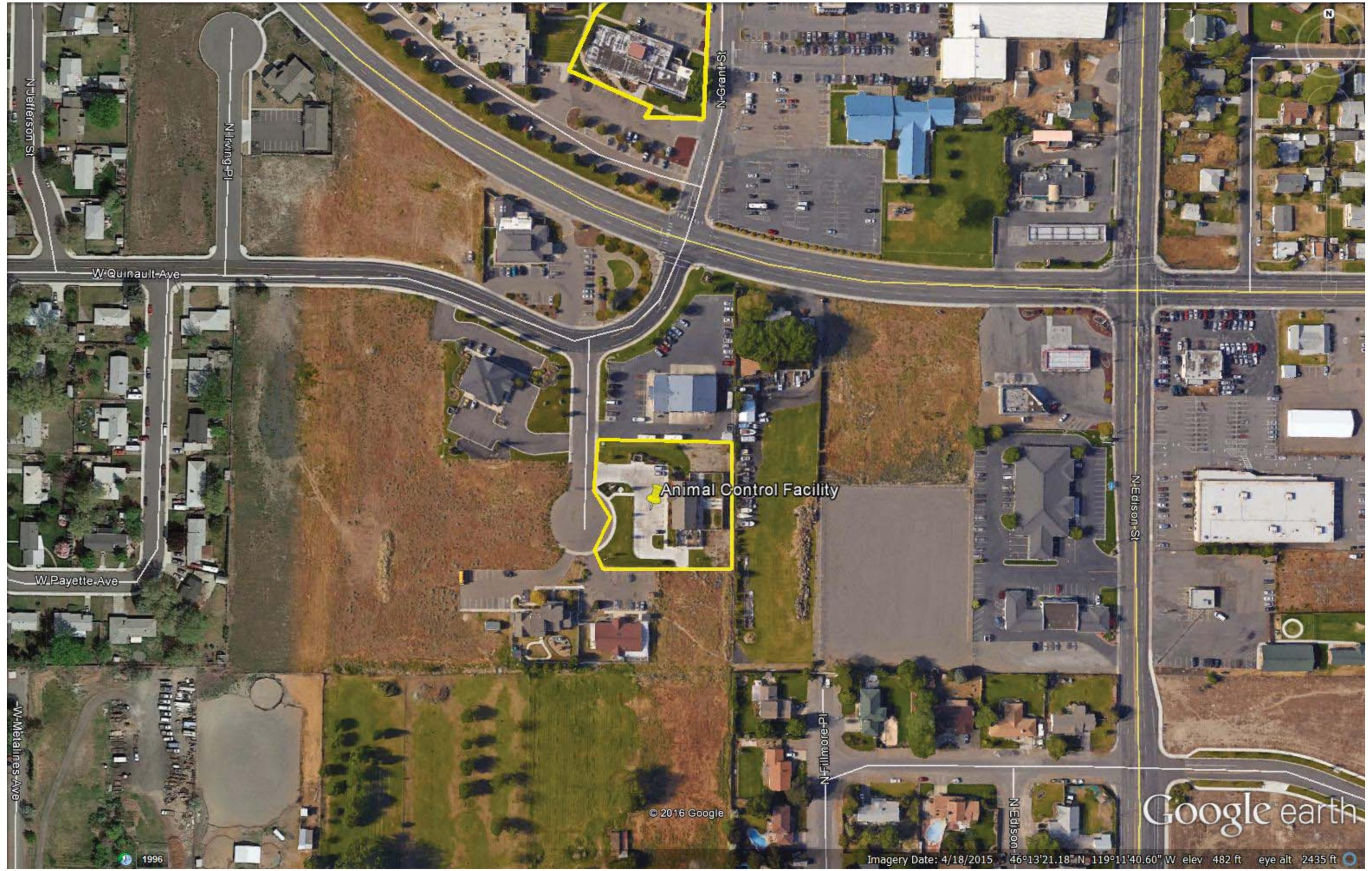
- Contractor shall be responsible for necessary tools and equipment to perform the work.
- Contractor agrees to the terms and conditions of the attached Public Works contract template. (Exhibit C)

Office: 509-222-3704
 Fax: 509-736-2708
dan.waggoner@co.benton.wa.us

Exhibit A

Inner Courtyard,
plants but no grass.

Courtyard, grass and trees.



© 2016 Google

Google earth

Imagery Date: 4/18/2015 46°13'21.18" N 119°11'40.60" W elev 482 ft eye alt 2435 ft

1996

Animal Control Facility

N Jefferson St

N Irving Pl

W Quinault Ave

W Payette Ave

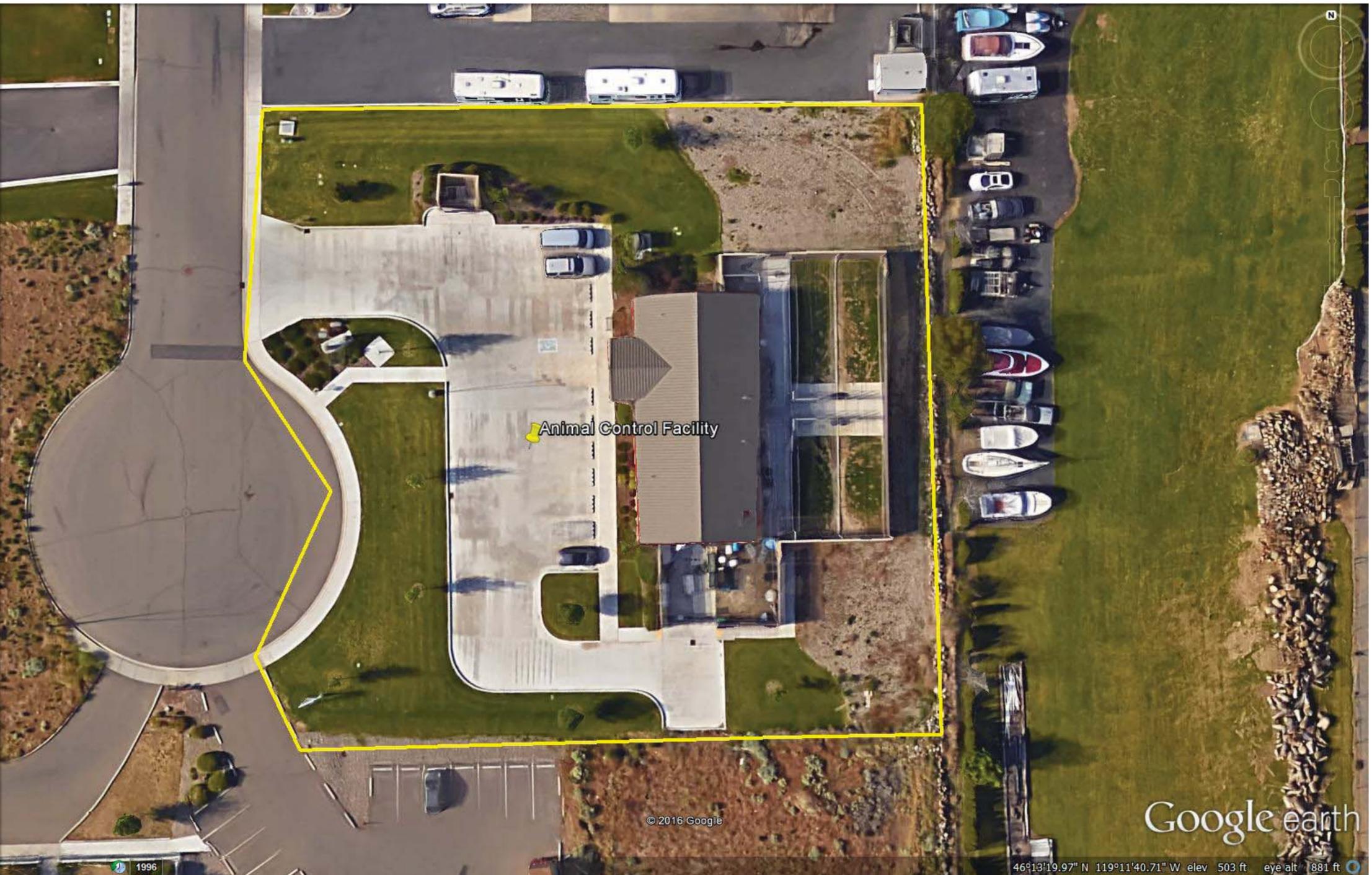
W Metalines Ave

N Grant St

N Fillmore Pl

N Edison

N Edison St



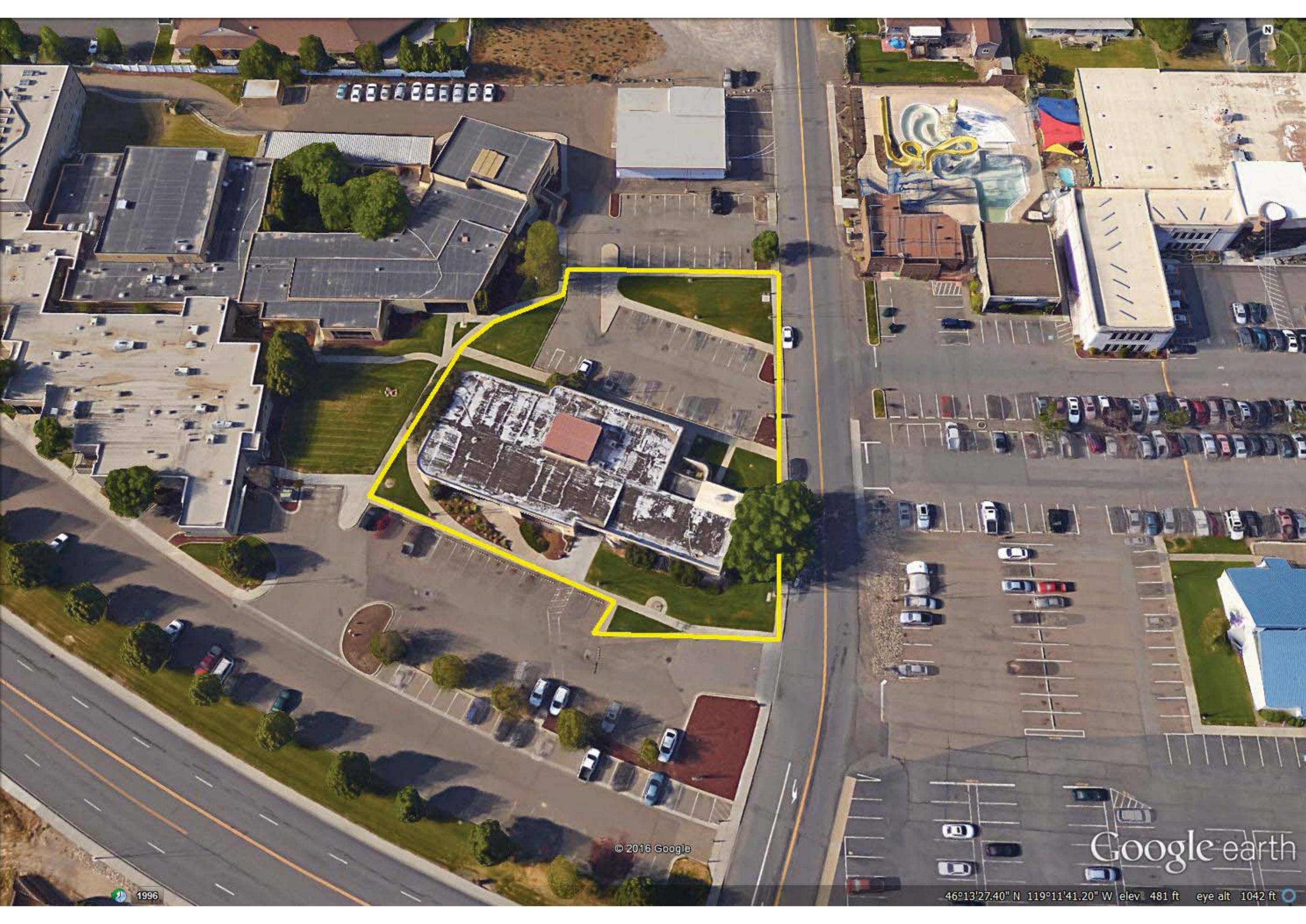
Animal Control Facility

Google earth

© 2016 Google

46°13'19.97" N 119°11'40.71" W elev 503 ft eye alt 881 ft

1996



© 2016 Google

Google earth

1996

46°13'27.40" N 119°11'41.20" W elev 481 ft eye alt 1042 ft



Prosser
Prosser Courthouse

Benton County Facilities
 7122 W. Okanogan Place, Bldg. A
 Kennewick, WA 99336
 509-222-3704; 509-736-2708 (fax)
dan.waggoner@co.benton.wa.us

REQUEST FOR PROPOSAL FOR LANDSCAPING AND LAWN MAINTENANCE SERVICES AT VARIOUS BENTON COUNTY LOCATIONS

Please provide a written quote to provide landscape and lawnmowing services at the Benton County locations listed below. Services will include:

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CONTRACTOR NAME & ADDRESS/CONTACT PERSON	PHONE	CONTRACTOR LICENSE#	EMAIL

LOCATION/DESCRIPTION	Costs for 2016	Costs for 2017
Benton County Justice Center Complex 7122, 7110 and 7102 W. Okanogan Pl Kennewick, WA 99336		
Kennewick Annex building: 5600 W. Canal Drive, Kennewick, WA 99336		
Benton County Animal Control 1116 N. Grant Place, Kennewick, WA 99336		
Benton County Courthouse 620 Market St, Prosser, WA 99350		
Any additional Costs:		
TOTAL without sales tax:	\$0.00	\$0.00

See Exhibit A for locations.

Please provide a quote by 4:00pm, May 5th, 2016 to:

Dan Waggoner
 Facilities Manager
 Benton County Facilities
 7122 W. Okanogan Pl
 Kennewick, WA 99336

Requirements:

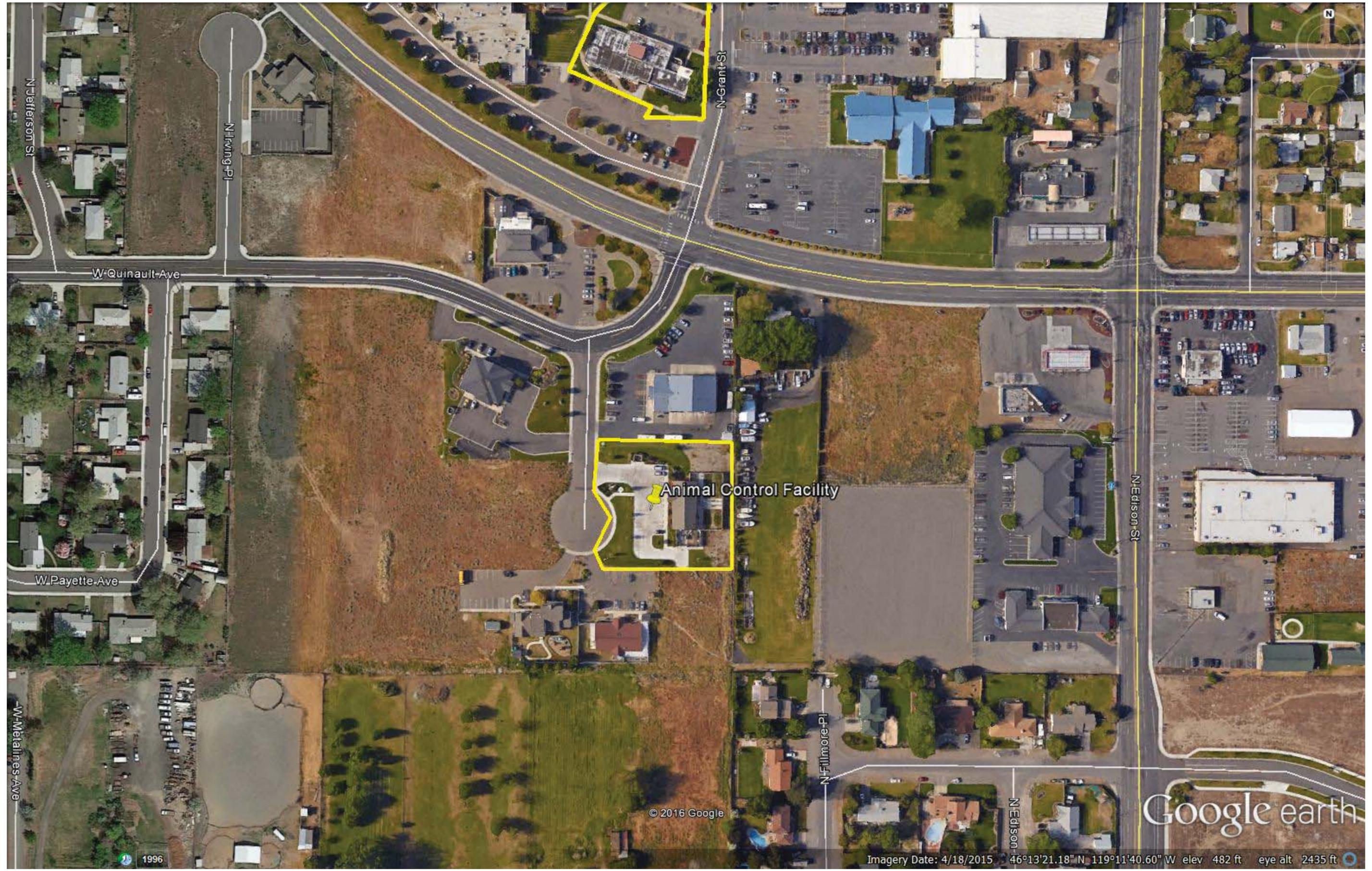
- Contractor shall be responsible for necessary tools and equipment to perform the work.
- Contractor agrees to the terms and conditions of the attached Public Works contract template. (Exhibit C)

Office: 509-222-3704
 Fax: 509-736-2708
dan.waggoner@co.benton.wa.us

Exhibit A

Inner Courtyard,
plants but no grass.

Courtyard, grass and trees.



© 2016 Google

Google earth

Imagery Date: 4/18/2015 46°13'21.18" N 119°11'40.60" W elev 482 ft eye alt 2435 ft

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Animal Control Facility

N Jefferson St

N Irving Pl

W Quinault Ave

W Payette Ave

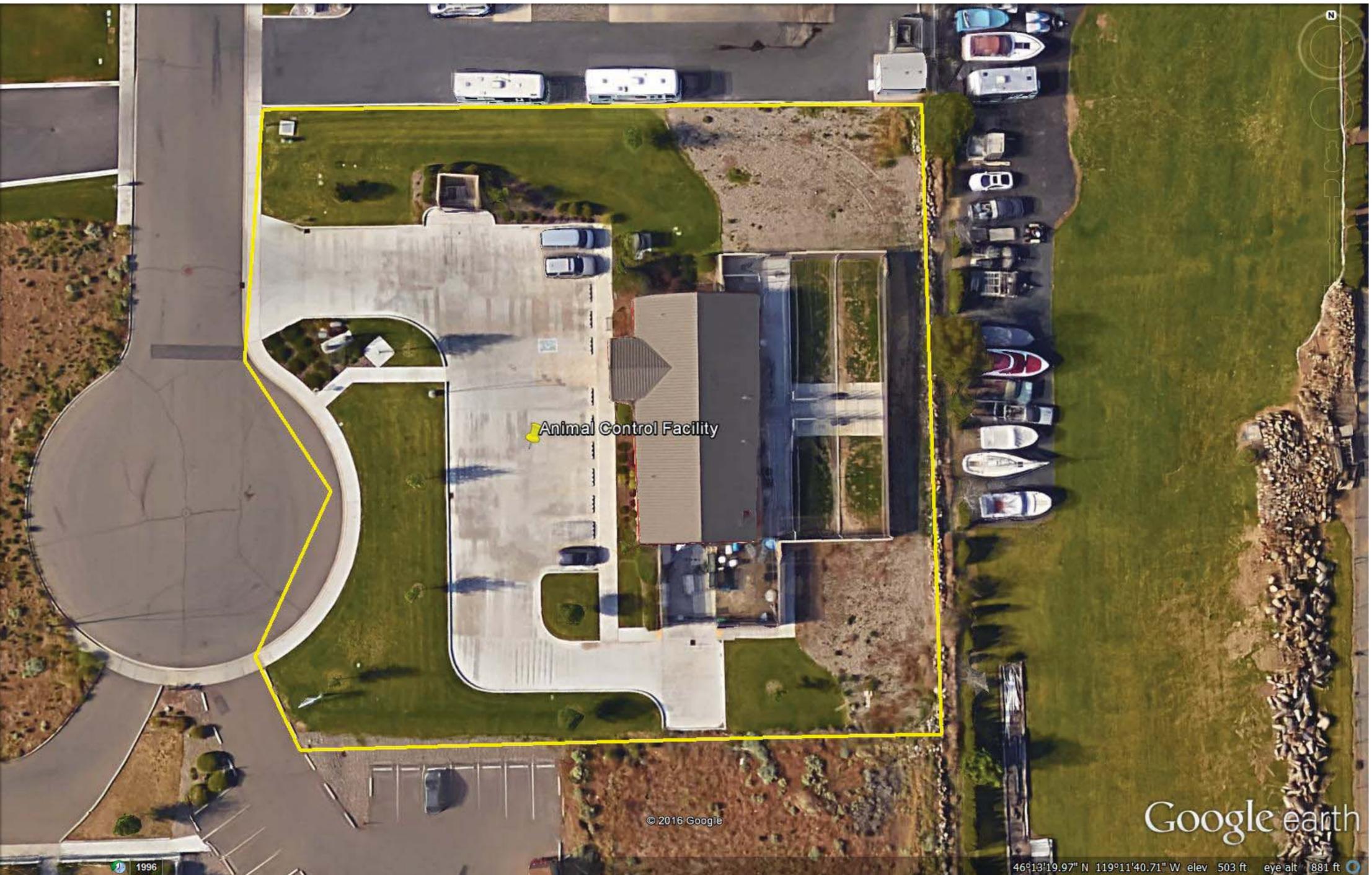
W Metalines Ave

N Grant St

N Fillmore Pl

N Edison

N Edison St



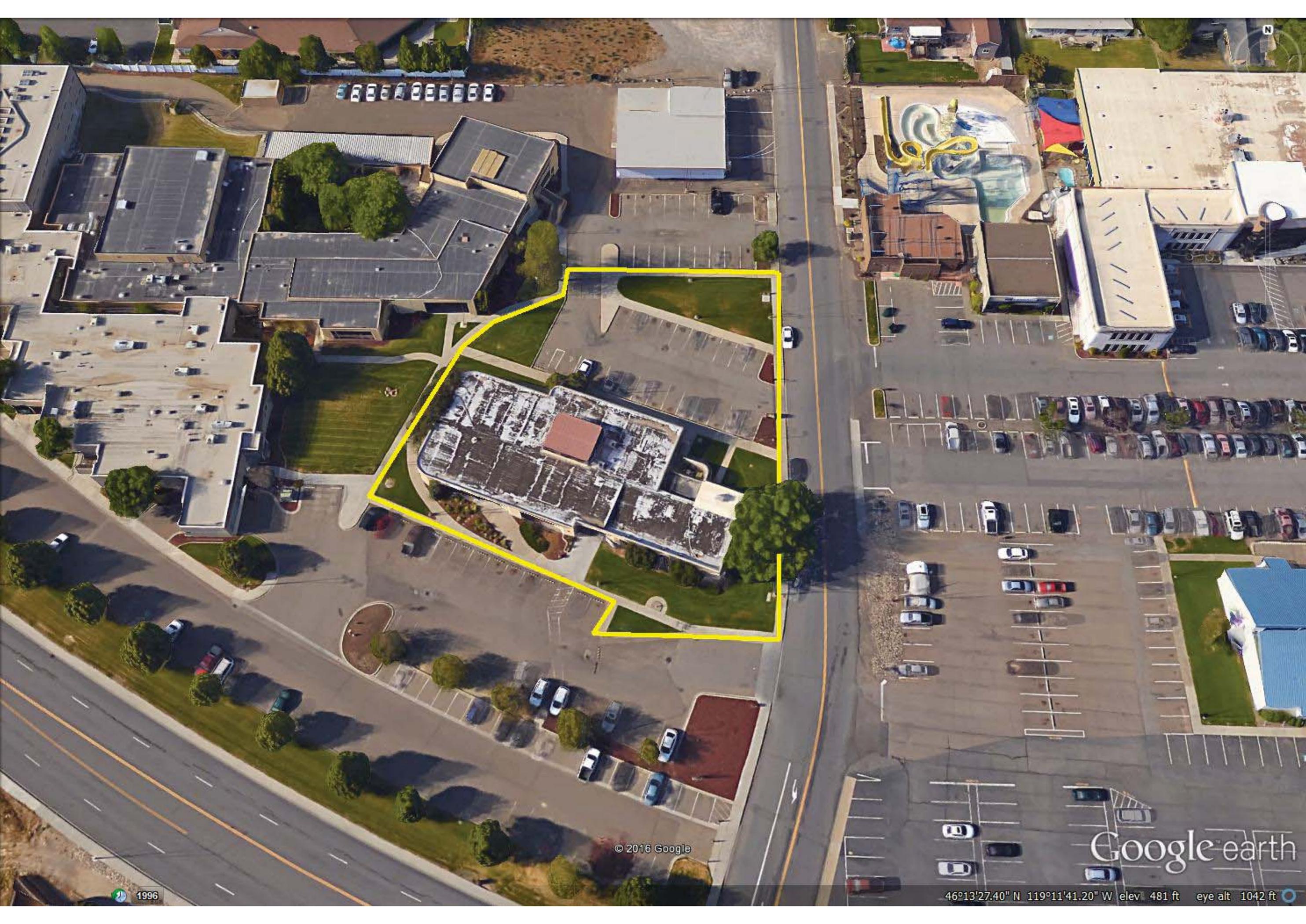
Animal Control Facility

© 2016 Google

Google earth

46°13'19.97" N 119°11'40.71" W elev 503 ft eye alt 881 ft

1996



© 2016 Google

Google earth

1996

46°13'27.40" N 119°11'41.20" W elev 481 ft eye alt 1042 ft



ADDENDUM TO RFP DOCUMENTS

REQUEST FOR PROPOSAL: **2016/2017 LANDSCAPE AND LAWN MAINTENANCE**

ADDENDUM No. 1

DATE: **4/28/16**

To All Potential Bidders:

This addendum is to clarify some questions on the original RFP. This also adds 3 areas of lawn that services are requested at.

Questions and Answers

Q1. What is the expected number of site visits per year at each service location?

A1. The expectation is for one site visit per week during the lawn growing/mowing season. This is considered to be approximately mid-March through mid-November, or 8 months, or 32 weeks. Site visits for application of fertilizer or weed control before or after the mowing season is at the discretion and expertise of the service company.

Q2. Are background checks require for the employees performing the work?

A2. There are 2 areas in the Justice Center at 7122 W. Okanogan Pl in Kennewick that will require those employees to have passed a background check. Those areas are the inner courtyard within the Courts building, and the Courtyard between the Jail and Sheriff's Office.

Q3. Can you confirm the Prevailing Wage rates for Benton County?

A3. This is taken from the LNI website:

County	Trade	Job Classification	Wage
Benton	Landscape Construction	Irrigation Or Lawn Sprinkler Installers	\$10.13
Benton	Landscape Construction	Landscape Equipment Operators Or Truck Drivers	\$20.17
Benton	Landscape Construction	Landscaping Or Planting Laborers	\$13.56

Q4. Is the returned RFP sheet sufficient for a response?

A4. Yes. The RFP is a fillable PDF document. Once it is filled out, save a copy, and email, mail or fax that back to the address listed.

Additional Areas for Requested Services

There are 3 additional service locations that the County would like to have landscaping services at. 2 of them are in Prosser, WA, in close proximity to the Benton County Courthouse. The 3rd area is in Kennewick, close to the Kennewick Annex site.

Additional Area #1: Benton County Planning Building at 1002 Dudley Avenue, Prosser, WA. This building has grass areas on 3 sides of the building.

Additional Area #2: This is South of the Courthouse, across Prosser Avenue. This is a parking lot with grass strips around the outside of the parking areas.

Additional Area #3: This is Vista Park in Kennewick, located at 5520 W. Umatilla Avenue. The grass in this area will be improved later this year but the area size will remain the same. There some large trees, along with some shrubbery.

Thank you,

Dan Waggoner
Benton County Facilities Manager
509-222-3704
dan.waggoner@co.benton.wa.us

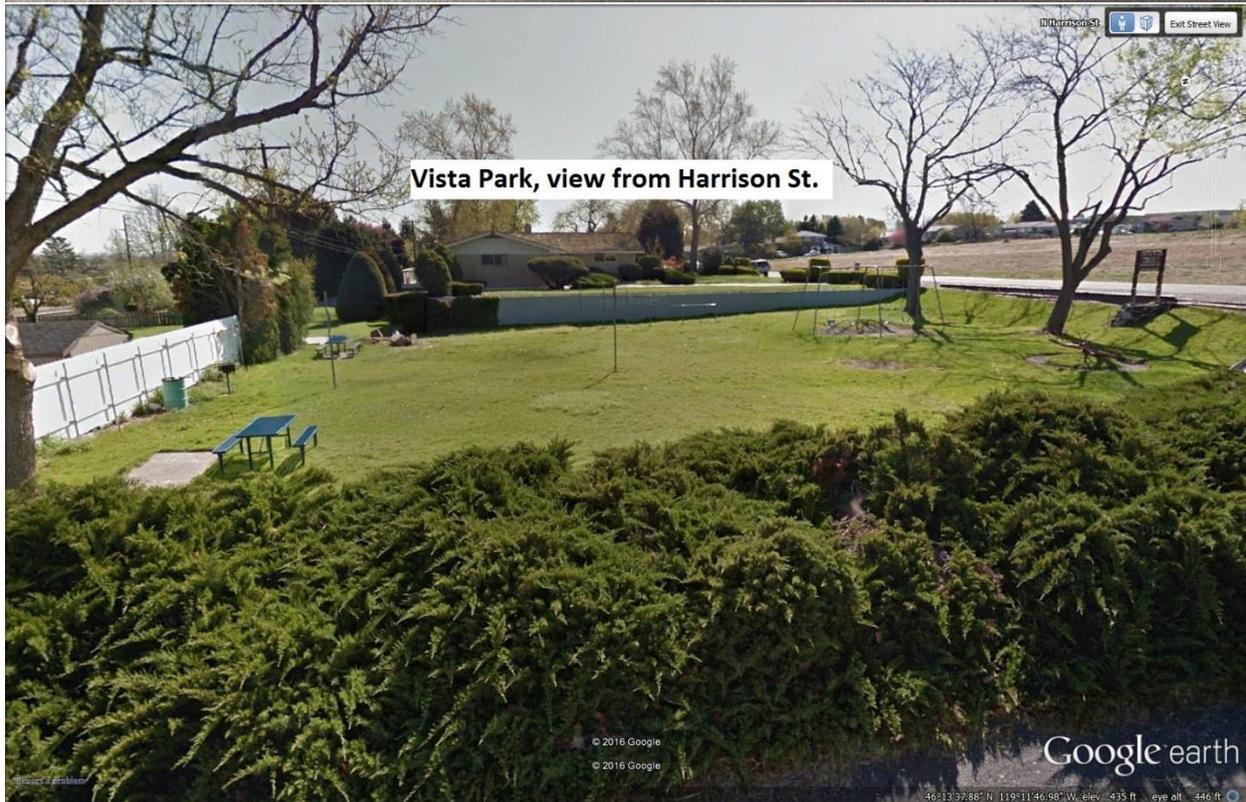
See pictures below of the 3 areas:











**BENTON COUNTY BACKGROUND CHECK
AUTHORIZATION AND RELEASE**

<i>I am a <circle all that apply></i>	<i>Contractor</i>	<i>Volunteer</i>
<i>Location to obtain access <circle all that apply></i>	<i>BC Jail</i>	<i>BC Justice Center</i>
<i>Your Company/Organization Name:</i>		
<i>Your Position Title:</i>		

Last Name	First Name	Middle Name	Sex: M F
-----------	------------	-------------	----------

All Other Previous Names Used	Date of Birth
-------------------------------	---------------

Driver's License Number/State	Social Security Number
-------------------------------	------------------------

Primary Phone number	Alternate Phone number	Email address
----------------------	------------------------	---------------

ACKNOWLEDGEMENT:

A background check is required of all Benton County employees and volunteers, as well as contractors assigned to work in secure areas and for individuals needing jail access. Successful completion of the background check, as determined by Benton County, is required prior to the first day of work or entry into the jail. If you are visiting the Benton County Jail for business and discover that a friend or family member is in custody you must immediately notify jail staff. **Jail access will be for official business only. No personal business is authorized. I understand that employment, jail access or volunteer status with Benton County is contingent upon the results of a background check. I understand that adverse findings during my background check may result in denied jail access, withdrawal of any offer of employment/assignment with Benton County, and/or termination of my employment/assignment with Benton County. I further understand that if I am found to have made any false or misleading statements in my application or background check materials, I may be denied access or have my employment/volunteer status terminated even after I have started work, and may subject myself to criminal prosecution.**

AUTHORIZATION AND RELEASE

I hereby authorize Benton County (including but not limited to Personnel Resources Department, Sheriff's Office, Juvenile Justice Center, and/or Prosecutor's Office personnel) to conduct a background check in connection with my application for jail access and/or employment/assignment with Benton County. **I understand that this background check may include, but is not limited to, a review of records on file with the Washington State Patrol, the FBI National Crime Information Computer (NCIC) and Interstate Identification Index (III), local law enforcement agencies, the Department of Licensing, courts of law, and other agencies, and also may, depending on my employment or assignment, involve fingerprinting. I understand that a more comprehensive background check is required for certain Benton County positions and may include review of records relating to arrests and/or other contacts with law enforcement.**

I hereby authorize and request any person, government entity, law enforcement or criminal justice agency, and/or other organization (public or private) to provide any information and/or records solicited by Benton County in connection with my application for jail access and/or work with Benton County. I hereby release those persons and entities, and Benton County, its elected officials, judges, directors, appointees, managers, employees, volunteers, agents, and assigns, from any and all liability that may result from providing and/or soliciting such information and/or records. A facsimile copy or photocopy of this waiver shall have the same force and effect as a copy with my original signature.

ADVERSE HISTORY INFORMATION

The following information pertains to all incidents, whether under Washington State law, the law of another State, or federal law. If you answer "yes" to any question, please provide details including the date, location/jurisdiction, case number, charge if applicable, and arresting agency if applicable.

- Have you ever been convicted of, or are you currently charged with, any crime (this includes adjudications as a juvenile unless expunged or vacated)?
- Have you ever been found by way of any judicial, administrative, or employer process or investigation to have committed sexual harassment or to have engaged in any other forcible or nonconsensual sexual conduct?
- Have you ever been terminated from employment or a previous position (including volunteer positions), or permitted to resign in lieu of termination?
- If answered yes, please describe the circumstances surrounding the incident.
- If requesting access to the jail, do you currently have any family members or friends in custody at the Benton County Jail? If so, who is in jail and what is their relationship to you?

CONTINUING NATURE OF ADVERSE HISTORY INFORMATION

I understand that during all times I have jail access, am employed by, or have volunteer status with, Benton County, that I am required to inform my immediate supervisor or jail staff any time I am charged with or convicted of any crime, and any time I am named as a defendant/respondent in any lawsuit or complaint alleging sexual harassment or other forcible or nonconsensual sexual conduct. I understand that failure to make such notification within one business day of such action, excluding any time I am incarcerated or otherwise incapable of making such notification, shall be grounds for denied access into the jail and/or immediate termination of my employment or volunteer status with Benton County.

POTENTIAL DISQUALIFIERS

- Felony convictions within the past five (5) years
- Violent misdemeanors or domestic violence convictions within the past five (5) years
- Drug related convictions within the past five (5) years

Some exemptions may apply on a case by case basis.

I have read, fully understand, and voluntarily provide this Authorization and Release. By signing below, I also certify, under penalty of perjury as provided by the laws of the State of Washington, that I am the person identified above, and that all of the biographical, adverse history, and other information provided above is true, correct, and complete to the best of my knowledge.

Signature

Date

A minimum of two business days required for processing.

Do Not Write Below This Line

Comments:

COMPLETED BY AND DATE:

Benton County Facilities
 7122 W. Okanogan Place, Bldg. A
 Kennewick, WA 99336
 509-222-3704; 509-736-2708 (fax)
dan.waggoner@co.benton.wa.us

REQUEST FOR PROPOSAL FOR LANDSCAPING AND LAWN MAINTENANCE SERVICES AT VARIOUS BENTON COUNTY LOCATIONS

Please provide a written quote to provide landscape and lawnmowing services at the Benton County locations listed below. Services will include:

Grass Areas: Mowing, edging, fertilizing, weed control with granular and spot treatment, cleanup sidewalks of lawn debris

Ornamental Bed Areas: Litter control, fertilizer, weed control, pre-emergent and spot control of weeds

Trees and Shrubs: Trimming as needed for anything less than 15 feet above ground

Irrigation system: Startup, monitoring and winterization

Winter time: Minimum of 2 cleanup visits over the winter for all areas maintained.

This is a prevailing wage job. (see Exhibit B) **Do not** include any charges for prevailing wage intent and affidavit forms filed with Washington State Dept. of Labor & Industries. Benton County agrees to reimburse the contractor actual expenses incurred for any prevailing wage filing fees.

CONTRACTOR NAME & ADDRESS/CONTACT PERSON	PHONE	CONTRACTOR LICENSE#	EMAIL
SMS - Superior Maintenance Solutions 19410 Hwy 99, Ste. A-136 Lynnwood, WA 98036 Nathaniel Pettit	855-767-7768	SMSSUMS873JN	nate.pettit@s-m-s-services.com

LOCATION/DESCRIPTION	Costs for 2016	Costs for 2017
Benton County Justice Center Complex 7122, 7110 and 7102 W. Okanogan Pl Kennewick, WA 99336	\$22,770.00	\$27,324.00
Kennewick Annex building: 5600 W. Canal Drive, Kennewick, WA 99336	\$2,940.00	\$3,528.00
Benton County Animal Control 1116 N. Grant Place, Kennewick, WA 99336	\$5,280.00	\$6,336.00
Benton County Courthouse 620 Market St, Prosser, WA 99350	\$7,440.00	\$8,928.00
Any additional Costs:		
TOTAL without sales tax:	\$38,430.00	\$46,116.00

See Exhibit A for locations.

Please provide a quote by 4:00pm, May 5th, 2016 to:

Dan Waggoner
 Facilities Manager
 Benton County Facilities
 7122 W. Okanogan Pl
 Kennewick, WA 99336

Requirements:

- Contractor shall be responsible for necessary tools and equipment to perform the work.
- Contractor agrees to the terms and conditions of the attached Public Works contract template. (Exhibit C)

Office: 509-222-3704

Fax: 509-736-2708

dan.waggoner@co.benton.wa.us

Benton County Facilities
 7122 W. Okanogan Place, Bldg. A
 Kennewick, WA 99336
 509-222-3704; 509-736-2708 (fax)
dan.waggoner@co.benton.wa.us

ADDENDUM #1 RESPONSE SHEET for REQUEST FOR PROPOSAL FOR LANDSCAPING AND LAWN MAINTENANCE SERVICES AT VARIOUS BENTON COUNTY LOCATIONS

Please provide a written quote to provide landscape and lawnmowing services at the additional Benton County locations listed below. Services will include:

Grass Areas: Mowing, edging, fertilizing, weed control with granular and spot treatment, cleanup sidewalks of lawn debris

Ornamental Bed Areas: Litter control, fertilizer, weed control, pre-emergent and spot control of weeds

Trees and Shrubs: Trimming as needed for anything less than 15 feet above ground

Irrigation system: Startup, monitoring and winterization

Winter time: Minimum of 2 cleanup visits over the winter for all areas maintained.

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CONTRACTOR NAME & ADDRESS/CONTACT PERSON	PHONE	CONTRACTOR LICENSE#	EMAIL
SMS - Superior Maintenance Solutions 19410 Hwy 99, Ste. A-136 Lynnwood, WA 98036 Nathaniel Pettit	855-767-7768	SMSSUMS873JN	nate.pettit@s-m-s-services.com

LOCATION/DESCRIPTION	Costs for 2016	Costs for 2017
Benton County Planning Building 1002 Dudley Ave, Prosser, WA	\$1,200.00	\$1,440.00
Courthouse Parking across Prosser Ave from Courthouse in Prosser, WA	\$1,200.00	\$1,440.00
Vista Park 5520 W. Umatilla Ave, Kennewick, WA	\$4,800.00	\$5,760.00
Any additional Costs:		
TOTAL without sales tax:	\$7,200.00	\$8,640.00

See Addendum #1 for descriptions, locations and additional information.

Please provide a quote by 4:00pm, May 5th, 2016 to:

Dan Waggoner
 Facilities Manager
 Benton County Facilities
 7122 W. Okanogan Pl
 Kennewick, WA 99336

Requirements:

- Contractor shall be responsible for necessary tools and equipment to perform the work.
- Contractor agrees to the terms and conditions of the attached Public Works contract template.

Office: 509-222-3704

Fax: 509-736-2708

dan.waggoner@co.benton.wa.us



Landscape and Lawn Maintenance Services for Benton County Locations Performed by SMS

SCOPE OF WORK:

All Sites to include:

32 Site Visits Per Year

Irrigation Start Up, Maintenance and Winterization where applicable

2x Annual Cleanup equal to two additional site visits outlining scope of work for each site below

- **Benton County Planning Building 1002 Dudley Ave, Prosser, WA**
 - Mowing, Edging, Fertilizing, Weed Control and Cleanup of Sidewalks and Hard Surfaces
- **Courthouse Parking (Across from Prosser Ave / Courthouse)**
 - Mowing, Edging, Fertilizing, Weed Control and Cleanup of Sidewalks and Hard Surfaces
 - Trimming as Needed for anything less than 15 feet above ground
- **Vista Park 5520 West Umatilla Ave, Kennewick, WA**
 - Mowing, Edging, Fertilizing, Weed Control and Cleanup of Sidewalks and Hard Surfaces
 - Trimming as Needed for anything less than 15 feet above ground
- **Benton County Courthouse 620 Market St, Prosser, WA**
 - Mowing, Edging, Fertilizing, Weed Control and Cleanup of Sidewalks and Hard Surfaces
 - Trimming as Needed for anything less than 15 feet above ground
 - Flowerbed maintenance, litter control, fertilizer, weed control, pre-emergent and spot control of weeds



Landscape and Lawn Maintenance Services for Benton County Locations Performed by SMS

- **Benton County Animal Control 1116 N. Grant Place, Kennewick, WA**
 - Mowing, Edging, Fertilizing, Weed Control and Cleanup of Sidewalks and Hard Surfaces
 - Trimming as Needed for anything less than 15 feet above ground
 - Flowerbed maintenance, litter control, fertilizer, weed control, pre-emergent and spot control of weeds

- **Kennewick Annex Building 5600 West Canal Drive, Kennewick, WA**
 - Mowing, Edging, Fertilizing, Weed Control and Cleanup of Sidewalks and Hard Surfaces
 - Flowerbed maintenance, litter control, fertilizer, weed control, pre-emergent and spot control of weeds
 - Trimming as Needed for anything less than 15 feet above ground

- **Benton County Justice Center Complex 7122,7110 and 7102 West Okanogan PL, Kennewick, WA**
 - Mowing, Edging, Fertilizing, Weed Control and Cleanup of Sidewalks and Hard Surfaces
 - Flowerbed maintenance, litter control, fertilizer, weed control, pre-emergent and spot control of weeds
 - Trimming as Needed for anything less than 15 feet above ground

Monday, June 27, 2016

Weekly Costs for Landscape and Lawn Maintenance Services from Superior Maintenance Solutions

This sheet provides calculations for the weekly cost of services at each service location. This cost was based on the amount provided by Nate Pettit for 2017. This annual amount is divided 32 to get the weekly amount. Work is based on 32 visits per year. This calculation was also used to approximate the costs for 2016.

<u>Location</u>	<u>Annual</u>	<u>Weekly</u>
Benton County Justice Center	\$27,324.00	\$853.86
Kennewick Annex	\$3,528.00	\$110.25
Animal Control	\$6,336.00	\$198.00
Prosser Courthouse	\$8,928.00	\$279.00
Planning Annex	\$1,440.00	\$45.00
Courthouse Parking	\$1,440.00	\$45.00
Vista Park	\$5,760.00	\$180.00

This sheet will be used as a reference if additional maintenance services are requested by Benton County, to be performed by SMS.

Dan Waggoner
Benton County Facilities Manager

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 131

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds
shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: M Phillips, Auditor, L Kelty

Phillips

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
519.710	3192	Central Services Computers	\$ 407	519.710	3508	Computer Replacement	\$ 407
TOTAL			\$0	TOTAL			\$407

Explanation: Purchasing a new scanner and added to 'new computer replacement'.
 Our last scanner no longer works and was not previously purchased out of the replacement fund.

Prepared by:

Date:

Approved

Denied

Date: _____

Chairman

Member

Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<p>Meeting Date: Next Available</p> <p>Subject: <u>DSHS Amendment No. 2 for Agreement Number: 1563-44727 between Developmental Disabilities Administration within DSHS</u></p> <p>Prepared by: Deena Horton, Admin Assist-DHS</p> <p>Reviewed by: Kyle Sullivan, Administrator-DHS</p>	<p>Execute Agreement <u> X </u></p> <p>Pass Resolution <u> X </u></p> <p>Pass Ordinance <u> </u></p> <p>Pass Motion <u> </u></p> <p>Other <u> </u></p>	<p>Consent Agenda <u> X </u></p> <p>Public Hearing <u> </u></p> <p>1st Discussion <u> </u></p> <p>2nd Discussion <u> </u></p> <p>Other <u> </u></p>

BACKGROUND INFORMATION

The Developmental Disabilities Administration (DDA) currently contracts with Benton and Franklin Counties Department of Human Services approved by the Benton County Commissioners, Resolution No. 2015 613 and the Franklin County Commissioners, Resolution No. 2015 305, for the purpose to advance the state legislative policy to provide a coordinated and comprehensive state and local program of services for persons with developmental disabilities.

The purpose of Amendment No. 02 is to increase the contract total by \$1,906,046 for a new maximum contract amount of \$3,525,325 and extending the end date of the contract to June 30, 2017. Revising Section 7 "Statement of Work"; sub-paragraph (h) "Qualified Providers" adding the verbiage, "DDA contracts with Technical Assistance providers that may be utilized by Counties with prior written approval." Replacing, in its entirety, Section 8 "Consideration"; sub-paragraph (b) "Fee Limitation"; sub-section (b) to read, "Community Access services will not exceed an hourly rate of thirty-five dollars (\$35.00)." Adding a sub-paragraph (k) to Section 9 "Billing and Payment" as follows, "PASRR Administration: The County may bill for administration costs as identified in Exhibit B. Monthly claims for administration costs will be based on the actual PASRR expenditures; multiplied by seven percent (7%)." Exhibit "B" "Program Agreement Budget" is hereby replaced with the attached Budget Revision.

COORDINATION

Michaela Murdock, BCPA
 Kyle Sullivan, DHS
 Mari Clark, DHS

SUMMARY

Award: Maximum program agreement amount \$3,525,325.00
Period: July 1, 2016 through June 30, 2017
Funding Source: Developmental Disabilities Administration

RECOMMENDATION

- Sign the resolution to accept the proposed Amendment No. 2
- Approve the proposed Amendment No. 2 by signing all the copies where indicated

FISCAL IMPACT

Funding for the services described in this Amendment No. 2 is provided by the Department of Social and Health Services, Developmental Disabilities Administration. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget; for a maximum program consideration agreement amount of \$3,525,325.00.

MOTION

To approve signing DSHS Amendment No. 2 for Agreement Number: 1563-44727 between Developmental Disabilities Administration within Department of Social and Health Services and Benton and Franklin Counties Department of Human Services, and to authorize the Chair to sign on behalf of the Board.



 Signature

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. 2016 292

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON AND FRANKLIN COUNTY, WASHINGTON

**APPROVING AMENDMENT NO. 2 TO DSHS AGREEMENT NUMBER: 1563-44727,
BETWEEN THE DEVELOPMENTAL DISABILITIES ADMINISTRATION WITHIN
DEPARTMENT OF SOCIAL AND HEALTH SERVICES AND BENTON AND FRANKLIN
COUNTIES DEPARTMENT OF HUMAN SERVICES**

WHEREAS, the Developmental Disabilities Administration (DDA) currently contracts with Benton and Franklin Counties Department of Human Services approved by Benton County Commissioners, Resolution No. 2015 613 and Franklin County Commissioners, Resolution No. 2015 305, for the purpose to advance the state legislative policy to provide a coordinated and comprehensive state and local program of services for persons with developmental disabilities; and

WHEREAS, the purpose of Amendment No. 02 is to increase the contract total by \$1,906,046 for a new maximum contract amount of \$3,525,325 and extending the end date of the contract to June 30, 2017; and

WHEREAS, revising Section 7 "Statement of Work"; sub-paragraph (h) "Qualified Providers" adding the verbiage, "*DDA contracts with Technical Assistance providers that may be utilized by Counties with prior written approval*"; and

WHEREAS, replacing, in its entirety, Section 8 "Consideration"; sub-paragraph (b) "Fee Limitation"; sub-section (b) to read, "*Community Access services will not exceed an hourly rate of thirty-five dollars (\$35.00)*"; and

WHEREAS, adding a sub-paragraph (k) to Section 9 "Billing and Payment" as follows, "*PASRR Administration: The County may bill for administration costs as identified in Exhibit B. Monthly claims for administration costs will be based on the actual PASRR expenditures, multiplied by seven percent (7%)*"; and

WHEREAS, *Exhibit "B"* "Program Agreement Budget" is hereby replaced with the following Budget Revision:

NOW, THEREFORE, BE IT RESOLVED, the Boards of Benton and Franklin County Commissioners hereby accept the proposed Amendment No.02 to DSHS Agreement No. 1563-44727; and

BE IT FURTHER RESOLVED, the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners are hereby authorized to sign, on behalf of their respective county, DSHS Agreement Number: 1563-44727, Amendment No. 02 between the Developmental Disabilities Administration within Department of Social and Health Services and Benton and Franklin Counties Department of Human Services, increasing the contract total by \$1,906,046 for a new maximum contract amount of \$3,525,235; and

BE IT FURTHER RESOLVED, the term of Amendment No. 02 commences on July 1, 2016 and expires on June 30, 2017.

Dated thisday of, 2016.

Dated this **03**.day of **AUG** ., 2016.

Chair



Chair

Pro Tem



Pro Tem

Member



Member

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

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

Attest:

Attest:

Clerk of the Board, Benton County



Clerk of the Board, Franklin County



CONTRACT AMENDMENT County Day Program

DSHS CONTRACT NUMBER:
1563-44727

Amendment No. 02

This Contract Amendment is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below.

Program Contract Number
Click here to enter text.
Contractor Contract Number

CONTRACTOR NAME		CONTRACTOR doing business as (DBA)	
Benton County		Benton-Franklin DDA County Services	
CONTRACTOR ADDRESS		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	DSHS INDEX NUMBER
Department of Human Services 7102 West Okanogan Place Suite 201 Kennewick, WA 99336-		035-000-971	1122
CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS
Mari Clark	(509) 737-3902		mari.clark@co.benton.wa.us
DSHS ADMINISTRATION		DSHS DIVISION	DSHS CONTRACT CODE
Developmental Disabilities Admin		Division of Developmental Disabilities	1769CS-63
DSHS CONTACT NAME AND TITLE		DSHS CONTACT ADDRESS	
Roger Van Allen Operations Manager		1611 W Indiana Ave Spokane, WA 99205-	
DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL ADDRESS	
(509) 329-2952	(509) 568-3037	vanarl@dshs.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?		CFDA NUMBERS	
No			
AMENDMENT START DATE	CONTRACT END DATE		
07/01/2016	06/30/2017		
PRIOR MAXIMUM CONTRACT AMOUNT	AMOUNT OF INCREASE OR DECREASE	TOTAL MAXIMUM CONTRACT AMOUNT	
\$1,619,189.00	\$1,906,046.00	\$3,525,235.00	
REASON FOR AMENDMENT; CHANGE OR CORRECT PERIOD OF PERFORMANCE AND MAX CONTRACT AMOUNT			
ATTACHMENTS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract Amendment by reference:			
<input checked="" type="checkbox"/> Additional Exhibits (specify): Program Agreement Budget and Spending Plan			
This Contract Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Contract. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Contract remain in full force and effect. The parties signing below warrant that they have read and understand this Contract Amendment, and have authority to enter into this Contract Amendment.			
Franklin County Commissioner Chair	Printed Name and Title	Date Signed	
	Rick Miller, Chair Franklin County Commissioners	08-03-2016	
Benton County Commissioner Chair	Printed Name and Title	Date Signed	
	Shon Small, Chair Benton County Commissioners		
DSHS Signature	Printed Name and Title	Date Signed	
Approved as to form:	Approved as to form:	Approved as to content:	
Benton County Prosecuting Attorney's Office	Franklin County Prosecuting Attorney's Office	Kyle Sullivan Administrator, Human Services	

This Contract between the State of Washington Department of Social and Health Services (DSHS) and the Contractor is hereby amended as follows:

1. The Total Maximum Contract Amount is hereby increased in the amount of \$1,906,046 for a new Contract Amount of \$3,525,325. This amount is for services provided during the added fiscal year.
2. The Program Agreement end date is extended to June 30, 2017.
3. Section 7. Statement of Work, sub-paragraph h. Qualified Providers. Will add the following paragraph:

DDA contracts with Technical Assistance providers that maybe utilized by Counties with prior written approval.
4. Section 8. Consideration sub-paragraph b. Fees, item (2) Fee Limitations, sub-section (b) will be replaced in its entirety with the following:

(b) Community Access services will not exceed and hourly rate of \$35.00.
5. Section 9. Billing and Payment, will add sub-paragraph (k) as follows:

(k) PASRR Administration: The County may bill for administration costs as identified in Exhibit B. Monthly claims for administration cost will be based on the actual PASRR expenditures multiplied by 7%.
6. Exhibit B. Program Agreement Budget is hereby replaced with the following Budget Revision:

Program Agreement Budget

Original Budget

Budget Revision

REVENUES

Fiscal Year	Fund Source	Original	1 st Revision	2 nd Revision	3 rd Revision
2016	State Funds				
	Medical Funds				
	Total	\$			
2017	State Funds	1,007,664			
	Federal Funds				
	Total	1,906,046			

COUNTY FY 2017 SPENDING PLAN

	Planned Expenditures				
	Local Funds	PASRR Funds	State Funds	Medicaid Funds	TOTAL
ADMINISTRATION (CMIS/AWA BARS 11)		403	68361	55931	124695
OTHER CONSUMER SUPPORTS (CMIS/AWA Code 31, 32, 41, 92, 93, 94)			55458	45374	100831
CONSUMER SUPPORT STATE-ONLY			9408		9408
Child Development			83524		83524
MEDICAID CLIENTS		5760	790914	790914	1,587,588
ROADS to COMMUNITY LIVING					
TOTAL		6163	1007664	892219	1906046

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN OPERATIONS, FEE FOR SERVICE, GRANTS FUND NUMBER 0115101, DEPARTMENT NUMBER 171, 173 & 174

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds shall be transferred as outlined in Exhibit "A", attached hereto .

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

Prepared by: J. Bowe

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: Dept

TRANSFER TO: Dept

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
173.527.400	4696	Workman's Comp.	\$3,505	171.527.100	4696	Workman's Comp.	\$77,978
174.527.400	4696	Workman's Comp.	\$977	171.527.100	4697	Insurance Management	\$28,035
171.527.100	4101	Legal Services	\$102,288	173.527.400	4697	Insurance Management	\$757
TOTAL			\$106,770	TOTAL			\$106,770

Explanation:
 Line item transfer necessary to cover costs of the 2015-2016 Workman's Comp. and Insurance Management assessments. Inaccurate 2015/2016 budget appropriations were provided during budget approval and adoption.

Prepared by:

Date:

Approved Denied

Chairman

Date: _____

Member

Member

**BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary**

<u>Type of Action Requested</u>	<u>Classification</u>
<input type="checkbox"/> Execute contract	<input checked="" type="checkbox"/> Consent agenda
<input checked="" type="checkbox"/> Pass resolution	<input type="checkbox"/> Public hearing
<input type="checkbox"/> Pass ordinance	<input type="checkbox"/> 1 st discussion
<input type="checkbox"/> Pass motion	<input type="checkbox"/> 2 nd discussion
<input type="checkbox"/> Other (describe)	<input type="checkbox"/> Other
<p>Requested meeting date: 8/16/16 Presentation length: Presenting elected office/department: OPD Prepared by: Eric Hsu Reviewed by: Loretta Smith-Kelty</p>	

BACKGROUND INFORMATION

Benton County is obligated by law to provide public defense representation in Benton County District Court which includes providing provisional representation at out-of-custody arraignment dockets. Attorney Alexis Rado has been a Benton County District Court contract defender but has previously relinquished that contract in favor of a contract in Benton County Juvenile Court. However, she desired to continue providing public defense services at out-of-custody arraignment dockets and did provide such services at 4 different dockets during June and July 2016 at OPD's request. It is appropriate to compensate her in the amount of \$150 per docket (\$600 total) which is the same amount paid to other District Court contract defenders when they are assigned to provide provisional representation at out-of-custody arraignment dockets.

SUMMARY

Resolution proposed to pay \$600 to attorney Alexis Rado for providing provisional representation at out-of-custody arraignments dockets in June and July 2016.

RECOMMENDATION

Approve resolution as proposed.

ANTICIPATED FISCAL IMPACT

None beyond budgeted funds.

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COMPENSATING ATTORNEY ALEXIS RADO FOR ARRAIGNMENT DOCKET REPRESENTATION SERVICES ON VARIOUS DATES.

WHEREAS, Benton County is obligated by law to provide indigent defense services in Benton County District Court specifically on at out-of-custody initial appearances; and

WHEREAS, per Benton County resolution 2012-677, "...The County need not advertise or follow a formal competitive bidding procedure for professional service contracts (except for architectural, engineering, or design services), but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost..."; and

WHEREAS, to support Benton County's coverage needs attorney Alexis Rado (who holds a public defense contract in Benton County Juvenile Court but not in Benton County District Court) has been providing public defense representation services at out-of-custody initial appearances on the dates of June 3, June 24, July 8, and July 29, 2016 as scheduled by the Office of Public Defense; and

WHEREAS, it is therefore appropriate to compensate Rado for services rendered in the amount of \$150 per docket (\$600 total) which is the same amount paid to Benton County District Court contractors who regularly provide public defense services on said dockets; and

NOW THEREFORE, BE IT RESOLVED THAT attorney Alexis Rado be compensated in the amount of \$150 per docket for a total of \$600 for services rendered on out-of-custody initial appearance dockets.

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

Rado Law, PLLC

1030 N Center Pkwy
Kennewick, WA 99336
Phone: 509-851-4413 Fax: 509-209-9103
alexis@radolegal.net

Invoice

Bili To:
Benton County
Office of Public Defense
7122 W. Okanogan Pl. Bldg
A
Kennewick, WA 99336

Invoice No.: 001
Date Issued: 7/21/2016
Contract ID:
BFJC1517AMR001

Date	Case No.	Description	Total
6/3/2016		Kennewick Arraignments	150.00
6/24/2016		Kennewick Arraignments	150.00
7/8/2016		Kennewick Arraignments	150.00
7/29/2016		Kennewick Arraignments	150.00

Balance Due: 600.00

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS, RE: REQUESTING PERMISSION TO PROCEED WITH THE ADVERTISEMENT AND BID PROCESS FOR C.E. 2003 SMP PAVEMENT MARKING 2016

WHEREAS, it is the intention of the Board of County Commissioners to advertise for bids from contractors to upgrade various County roads by the application of pavement markings; and

WHEREAS, bid packet No. CB 16-12 was prepared by Benton County Road Department staff and submitted to the Benton County Prosecuting Attorney's office for review; and

WHEREAS, our departmental assigned Deputy Prosecuting Attorney from the Civil Division has reviewed and approved as to form Bid No. CB 16-12; **NOW, THEREFORE**,

BE IT RESOLVED that the County Engineer is authorized to proceed with the advertisement and bid process for Bid No. CB 16-12 C.E. 2003 SMP Pavement Marking 2016; and

BE IT FURTHER RESOLVED that the bids will be received by the Road Department, Benton County Courthouse, Prosser, Washington no later than 1:30 p.m., Thursday, September 1, 2016. No bids will be accepted after that date and time. Bids will be opened and read at the Benton County Road Department conference room at 2:00 p.m., Thursday, September 1, 2016.

Dated this 16th day of August, 2016.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

CONTRACT PROVISIONS AND PLANS

PAVEMENT MARKING - 2016

CE 2003 SMP

Benton County, Washington

BENTON COUNTY
DEPARTMENT OF PUBLIC WORKS



Bid No.: CB 16-12

OFFICE OF THE COUNTY ENGINEER
BENTON COUNTY
(CB NO. 16-12)

CALL FOR BIDS

Sealed bids for C.E. 2003 SMP - PAVEMENT MARKING - 2016, shall be received by the Benton County Engineer, Benton County Courthouse, 620 Market St., P. O. Box 1001, Prosser, Washington 99350-0954 until 1:30 p.m., Local Time, Thursday September 1, 2016. NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME. Bids are to be opened on Thursday, September 1, 2016 at 2:00 p.m., Local Time, in the Public Works Conference Room, Benton County Courthouse, Prosser, Washington. Contractor's Bid Proposal shall include the complete Proposal, consisting of four (4) pages and be enclosed in a sealed envelope marked, "BID FOR PAVEMENT MARKING".

All bid proposals shall be accompanied by a bid proposal deposit in the form of a certified check, cashier check or proposal bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to Benton County. The Board reserves the right to reject any or all bids and to waive informalities in the bidding. The award of contract, if made, will be approved by the Board of Benton County Commissioners, Benton County, Washington.

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

Complete digital project bidding documents are available at www.questcdn.com. Interested bidders may view the plans and specifications at no charge by signing up for an account and inputting Quest Project #4631423 on the website's Projects Search Page. Firms who intend to submit a bid must download the digital plan documents, specifications, contract documents and bid proposal for ten dollars (\$10.00). Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership, registration, downloading, and working with this digital project information.

The following is applicable to all Benton County projects:

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

ENGINEER'S CERTIFICATION

As the Engineer in direct responsible charge of developing these contract provisions, I certify these provisions have been developed or incorporated into this project under my supervision or as a result of certified specifications provided by other licensed professionals.



Approved as to form:

Deputy Prosecuting Attorney

Date

INDEX TO PROJECT PROVISIONS
AMENDMENTS TO THE STANDARD SPECIFICATIONS

PAGE

INTRODUCTION 1

SECTION 1-01, DEFINITIONS AND TERMS
August 1, 2016 1

SECTION 1-02, BID PROCEDURES AND CONDITIONS
April 4, 2016 1

SECTION 1-04, SCOPE OF WORK
August 1, 2016 2

SECTION 1-06, CONTROL OF MATERIAL
January 4, 2016 2

SECTION 1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC
August 1, 2016 3

SECTION 1-08, PROSECUTION AND PROGRESS
August 1, 2016 4

SECTION 1-09, MEASUREMENT AND PAYMENT
April 4, 2016 4

SECTION 1-10, TEMPORARY TRAFFIC CONTROL
August 1, 2016 4

SECTION 8-22, PAVEMENT MARKING
January 4, 2016 5

SECTION 9-35, TEMPORARY TRAFFIC CONTROL MATERIALS
August 1, 2016 6

SPECIAL PROVISIONS

INTRODUCTION 6

DIVISION 1, GENERAL REQUIREMENTS

DESCRIPTION OF WORK 7

SECTION 1-01, DEFINITIONS AND TERMS

1-01.3, DEFINITIONS 7

SPECIAL PROVISIONS

Cont.

Page

SECTION 1-02, BID PROCEDURES AND CONDITIONS

1-02.1, PREQUALIFICATIONS OF BIDDERS	9
1-02.2, PLANS AND SPECIFICATIONS	9
1-02.5, PROPOSAL FORMS	9
1-02.6, PREPARATION OF PROPOSAL	10
1-02.7, BID DEPOSIT	10
1-02.9, DELIVERY OF PROPOSAL.....	11
1-02.10, WITHDRAWING, REVISING, OR SUPPLEMENTING PROPOSAL.....	11
1-02.13, IRREGULAR PROPOSALS.....	12
1-02.14, DISQUALIFICATION OF BIDDERS	13
1-02.15, PRE AWARD INFORMATION.....	13

SECTION 1-03, AWARD AND EXECUTION OF CONTRACT

1-03.1, CONSIDERATION OF BIDS.....	14
1-03.3, EXECUTION OF CONTRACT.....	14
1-03.4, CONTRACT BOND	15
1-03.4, JUDICIAL REVIEW.....	15

SECTION 1-04, SCOPE OF WORK

1-04.2, COORDINATION OF CONTRACT DOCUMENTS, PLANS, SPECIAL PROVISIONS, SPECIFICATIONS, AND ADDENDA.....	16
---	----

SECTION 1-05, CONTROL OF WORK

1-05.7, REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK	16
1-05.11, FINAL INSPECTION	17
1-05.13, SUPERINTENDENTS, LABOR AND EQUIPMENT OF CONTRACTOR	18
1-05.15, METHOD OF SERVING NOTICES.....	18

SECTION 1-06, CONTROL OF MATERIAL

1-06.1, SOURCE OF SUPPLY AND QUALITY OF MATERIALS	19
---	----

SECTION 1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1, LAWS TO BE OBSERVED	19
1-07.2 SALES TAX.....	20
1-07.18, PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.....	21

SECTION 1-08, PROSECUTION AND PROGRESS

1-08.0, PRELIMINARY MATTERS	25
1-08.1, SUBCONTRACTING.....	26
1-08.3, PROGRESS SCHEDULE	27
1-08.4, PROSECUTION OF WORK	27
1-08.5, TIME FOR COMPLETION	27
1-08.9, LIQUIDATED DAMAGES	28

SPECIAL PROVISIONS

Cont.

Page

SECTION 1-09, MEASUREMENT AND PAYMENT

1-09.8, PAYMENT FOR MATERIAL ON HAND	29
1-09.9, PAYMENTS.....	29
1-09.11, TIME LIMITATIONS AND JURISDICTION	30
1-09.13, CLAIMS RESOLUTION	30
1-09.13, ADMINISTRATION OF ARBITRATION	30

SECTION 8-22, PAVEMENT MARKING

8-22.3(3)E, INSTALLATION	30
8-22.4, MEASUREMENT	31
8-22.5, PAYMENT	31

INTRODUCTION

The following Amendments and Special Provisions shall be used in conjunction with the 2016 Standard Specifications for Road, Bridge, and Municipal Construction.

AMENDMENTS TO THE STANDARD SPECIFICATIONS

The following Amendments to the Standard Specifications are made a part of this contract and supersede any conflicting provisions of the Standard Specifications. For informational purposes, the date following each Amendment title indicates the implementation date of the Amendment or the latest date of revision.

Each Amendment contains all current revisions to the applicable section of the Standard Specifications and may include references which do not apply to this particular project.

Section 1-01, Definitions and Terms August 1, 2016

1-01.3 Definitions

The following new term and definition is inserted after the eighth paragraph:

Cold Weather Protection Period – A period of time 7 days from the day of concrete placement or the duration of the cure period, whichever is longer.

Section 1-02, Bid Procedures and Conditions April 4, 2016

1-02.4(1) General

The first sentence of the last paragraph is revised to read:

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

1-02.9 Delivery of Proposal

The last sentence of the third paragraph is revised to read:

The Contracting Agency will not open or consider any Proposal when the Proposal or Bid deposit is received after the time specified for receipt of Proposals or received in a location other than that specified for receipt of Proposals unless an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be received.

The following new paragraph is inserted before the last paragraph:

If an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be received at the office designated for receipt of bids as specified in Section 1-02.12 the time specified for receipt of the Proposal will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the normal work processes of the Contracting Agency resume.

1-02.12 Public Opening of Proposals

This section is supplemented with the following new paragraph:

If an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be opened at the time indicated in the call for Bids the time specified for opening of Proposals will be deemed to be extended to the same time of day on the first work day on which the normal work processes of the Contracting Agency resume.

Section 1-04, Scope of the Work

August 1, 2016

1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda

The following new paragraph is inserted before the second to last paragraph:

Whenever reference is made in these Specifications or the Special Provisions to codes, rules, specifications, and standards, the reference shall be construed to mean the code, rule, specification, or standard that is in effect on the Bid advertisement date, unless otherwise stated or as required by law.

Section 1-06, Control of Material

January 4, 2016

This section is supplemented with the following new section and subsections:

1-06.6 Recycled Materials

The Contractor shall make their best effort to utilize recycled materials in the construction of the project; the use of recycled concrete aggregate as specified in Section 1-06.6(1)A is a requirement of the Contract.

The Contractor shall submit a Recycled Material Utilization Plan as a Type 1 Working Drawing within 30 calendar days after the Contract is executed. The plan shall provide the Contractor's anticipated usage of recycled materials for meeting the requirements of these Specifications. The quantity of recycled materials will be provided in tons and as a percentage of the Plan quantity for each material listed in Section 9-03.21(1)E Table on Maximum Allowable Percent (By Weight) of Recycled Material. When a Contract does not include Work that requires the use of a material that is included in the requirements for using materials the Contractor may state in their plan that no recycled materials are proposed for use.

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

1-06.6(1) Recycling of Aggregate and Concrete Materials

1-06.6(1)A General

The minimum quantity of recycled concrete aggregate shall be 25 percent of the total quantity of aggregate that is incorporated into the Contract for those items listed in Section 9-03.21(1)E Table on Maximum Allowable Percent (By Weight) of Recycled Material that allow the use of recycled concrete aggregate. The percentage of recycled material incorporated into the project for meeting the required percentage will be calculated in tons based on the quantity of recycled concrete used on the entire Contract and not as individual items.

If the Contractor's total cost for Work with recycled concrete aggregate is greater than without the Contractor may choose to not use recycled concrete aggregate. When the Contractor does not meet the minimum requirement of 25 percent recycled concrete aggregate for the Contract due to costs or any other reason the following shall be submitted:

1. A cost estimate for each material listed in Section 9-03.21(1)E that is utilized on the Contract. The cost estimate shall include the following:
 - a. The estimated costs for the Work for each material with 25 percent recycled concrete aggregate. The cost estimate shall include for each material a copy of the price quote from the supplier with the lowest total cost for the Work.
 - b. The estimated costs for the Work for each material without recycled concrete aggregate.

The Contractor's cost estimates shall be submitted as an attachment to the Recycled Materials Reporting form.

Section 1-07, Legal Relations and Responsibilities to the Public August 1, 2016

1-07.1 Laws to be Observed

In the second to last sentence of the third paragraph, "WSDOT" is revised to read "Contracting Agency".

1-07.2(2) State Sales Tax: WAC 458-20-170 – Retail Sales Tax

The last three sentences of the first paragraph are deleted and replaced with the following new sentence:

The Contractor (Prime or Subcontractor) shall include sales or use tax on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project, in the unit bid prices.

1-07.9(2) Posting Notices

Items 1 and 2 are revised to read:

1. EEOC - P/E-1 (revised 11/09, supplemented 09/15) – **Equal Employment Opportunity IS THE LAW** published by US Department of Labor. Post for projects with federal-aid funding.
2. FHWA 1022 (revised 05/15) – **NOTICE Federal-Aid Project** published by Federal Highway Administration (FHWA). Post for projects with federal-aid funding.

Items 5, 6 and 7 are revised to read:

5. WHD 1420 (revised 02/13) – **Employee Rights and Responsibilities Under The Family And Medical Leave Act** published by US Department of Labor. Post on all projects.
6. WHD 1462 (revised 01/16) – **Employee Polygraph Protection Act** published by US Department of Labor. Post on all projects.
7. F416-081-909 (revised 09/15) – **Job Safety and Health Law** published by Washington State Department of Labor and Industries. Post on all projects.

Items 9 and 10 are revised to read:

9. F700-074-909 (revised 06/13) – **Your Rights as a Worker in Washington State** by Washington State Department of Labor and Industries (L&I). Post on all projects.
10. EMS 9874 (revised 10/15) – **Unemployment Benefits** published by Washington State Employment Security Department. Post on all projects.

1-07.15(1) Spill Prevention, Control, and Countermeasures Plan

The second sentence of the first paragraph is deleted.

The first sentence of the second paragraph is revised to read:

The SPCC Plan shall address all fuels, petroleum products, hazardous materials, and other materials defined in Chapter 447 of the WSDOT Environmental Manual M 31-11.

Item number four of the fourth paragraph (up until the colon) is revised to read:

4. **Potential Spill Sources** – Describe each of the following for all potentially hazardous materials brought or generated on-site, including but not limited to materials used for equipment operation, refueling, maintenance, or cleaning:

The first sentence of item 7e of the fourth paragraph is revised to read:

BMP methods and locations where they are used to prevent discharges to ground or water during mixing and transfer of hazardous materials and fuel.

The last paragraph is deleted.

Section 1-08, Prosecution and Progress

August 1, 2016

1-08.1(1) Prompt Payment, Subcontract Completion and Return of Retainage Withheld

In item number 5 of the first paragraph, “WSDOT” is revised to read “Contracting Agency”.

1-08.5 Time for Completion

In item 2c of the last paragraph, “Quarterly Reports” is revised to read “Monthly Reports”.

Section 1-09, Measurement and Payment

April 4, 2016

1-09.6 Force Account

The second sentence of item number 4 is revised to read:

A “specialized service” is a work operation that is not typically done by worker classifications as defined by the Washington State Department of Labor and Industries and by the Davis Bacon Act, and therefore bills by invoice for work in road, bridge and municipal construction.

Section 1-10, Temporary Traffic Control
August 1, 2016

1-10.1(2) Description

The first paragraph is revised to read:

The Contractor shall provide flaggers and all other personnel required for labor for traffic control activities that are not otherwise specified as being furnished by the Contracting Agency.

In the third paragraph, "Project Engineer" is revised to read "Engineer".

The following new paragraph is inserted after the third paragraph:

The Contractor shall keep lanes, on-ramps, and off-ramps, open to traffic at all times except when Work requires closures. Ramps shall not be closed on consecutive interchanges at the same time, unless approved by the Engineer. Lanes and ramps shall be closed for the minimum time required to complete the Work. When paving hot mix asphalt the Contractor may apply water to the pavement to shorten the time required before reopening to traffic.

Section 8-22, Pavement Marking
January 4, 2016

8-22.4 Measurement

The first two sentences of the fourth paragraph are revised to read:

The measurement for "Painted Wide Lane Line", "Plastic Wide Lane Line", "Profiled Plastic Wide Lane Line", "Painted Barrier Center Line", "Plastic Barrier Center Line", "Painted Stop Line", "Plastic Stop Line", "Painted Wide Dotted Entry Line", or "Plastic Wide Dotted Entry Line" will be based on the total length of each painted, plastic or profiled plastic line installed. No deduction will be made for the unmarked area when the marking includes a broken line such as, wide broken lane line, drop lane line, wide dotted lane line or wide dotted entry line.

8-22.5 Payment

The following two new Bid items are inserted after the Bid item "Plastic Crosshatch Marking", per linear foot:

"Painted Wide Dotted Entry Line", per linear foot.

"Plastic Wide Dotted Entry Line", per linear foot.

Section 9-35, Temporary Traffic Control Materials
August 1, 2016

9-35.12 Transportable Attenuator

The second sentence of the first paragraph is revised to read:

The transportable attenuator shall be mounted on, or attached to, a host vehicle that complies with the manufacturer's recommended weight range.

SPECIAL PROVISIONS

INTRODUCTION TO THE SPECIAL PROVISIONS

(August 14, 2013 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2016 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The project-specific Special Provisions are labeled as shown below. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)
(April 1, 2013 WSDOT GSP)
(March 12, 2014 Benton County GSP)
*(*****) Project Specific Special Provision*

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition

Contractor shall obtain copies of these publications, at Contractor’s own expense.

**DIVISION 1
GENERAL REQUIREMENTS**

DESCRIPTION OF WORK

(March 13, 1995 WSDOT GSP)

This Contract provides for the improvement of *** all stripped Benton County Roads county wide by pavement markings *** and other of work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

SECTION 1-01 DEFINITIONS AND TERMS

1-01.3 Definitions

(January 4, 2016 APWA GSP)

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

Dates

Bid Opening Date

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

Award Date

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

Contract Execution Date

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

Notice to Proceed Date

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

Substantial Completion Date

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

Physical Completion Date

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

Completion Date

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

Final Acceptance Date

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

Supplement this Section with the following:

All references in the Standard Specifications, Amendments, or WSDOT General Special Provisions, to the terms “Department of Transportation”, “Washington State Transportation Commission”, “Commission”, “Secretary of Transportation”, “Secretary”, “Headquarters”, and “State Treasurer” shall be revised to read “Contracting Agency”.

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

All references to “State Materials Laboratory” shall be revised to read “Contracting Agency designated location”.

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

Additive

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

Alternate

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

Business Day

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

Contract Bond

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

Contract Documents

See definition for “Contract”.

Contract Time

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

Notice of Award

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

Notice to Proceed

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

Traffic

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

SECTION 1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

Delete this Section and replace it with the following:

(January 24, 2011 APWA GSP)

1-02.1, Qualifications of Bidder

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

1-02.2 Plans and Specifications

Delete this section and replace it with the following:

(June 27, 2011 APWA GSP)

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

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

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	*** 0 ***	Furnished automatically upon award. No Plans
Contract Provisions	*** 5 ***	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	*** 0 ***	Furnished only upon request. No Plans

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

1-02.4(2) Subsurface Information

The second sentence in the first paragraph is revised to read:

(March 8, 2013 APWA GSP)

The Summary of Geotechnical Conditions and the boring logs, if and when included as an appendix to the Special Provisions, shall be considered as part of the Contract.

1-02.5 Proposal Forms

Delete this section and replace it with the following:

(June 27, 2011 APWA GSP)

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices;

extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's D/M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

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

1-02.6 Preparation of Proposal

Supplement the second paragraph with the following:

(June 27, 2011 APWA GSP)

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

Delete the last paragraph, and replace it with the following:

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

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

A bid by a partnership shall be executed in the partnership name, and signed by a partner. A copy of the partnership agreement shall be submitted with the Bid Form if any D/M/WBE requirements are to be satisfied through such an agreement.

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid Form if any D/W/MBE requirements are to be satisfied through such an agreement.

Add the following new section:

(January 4, 2016 APWA GSP)

1-02.6(1) Recycled Materials Proposal

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

1-02.7 Bid Deposit

Supplement this section with the following:

(March 8, 2013 APWA GSP)

Bid bonds shall contain the following:

1. Contracting Agency-assigned number for the project;
2. Name of the project;

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

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

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

Revise the second sentence of this to read:

(*****)

This deposit may be certified check, cashier's check or a proposal bond (Surety bond).

Supplement this section with the following:

(*****)

Bidders wishing to submit a bid deposit in bond form shall use the Proposal Bond form included as part of the Proposal packet for this project.

1-02.9 Delivery of Proposal

Delete this section and replace it with the following:

(August 15, 2012 APWA GSP, Option A)

Each proposal shall be submitted in a sealed envelope, with the Project Name and Project Number as stated in the Call for Bids clearly marked on the outside of the envelope, or as otherwise required in the Bid Documents, to ensure proper handling and delivery.

If the project has FHWA funding and requires DBE Written Confirmation Documents or Good Faith Effort Documentation, then to be considered responsive, the Bidder shall submit with their Bid Proposal, written Confirmation Documentation from each DBE firm listed on the Bidder's completed DBE Utilization Certification, form 272-056A EF, as required by Section 1-02.6.

The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the Call for Bids for receipt of Bid Proposals, or received in a location other than that specified in the Call for Bids.

1-02.10 Withdrawing, Revising, or Supplementing Proposal

Delete this section, and replace it with the following:

(July 23, 2015 APWA GSP)

After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise, or supplement it if:

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, and
2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and

3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received before the time set for receipt of Bid Proposals, the Contracting Agency will return the unopened Proposal package to the Bidder. The Bidder must then submit the revised or supplemented package in its entirety. If the Bidder does not submit a revised or supplemented package, then its bid shall be considered withdrawn.

Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

1-02.13 Irregular Proposals

Delete this section and replace it with the following:

(January 4, 2016 APWA GSP)

1. A proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not prequalified when so required;
 - b. The authorized proposal form furnished by the Contracting Agency is not used or is altered;
 - c. The completed proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
 - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
 - e. A price per unit cannot be determined from the Bid Proposal;
 - f. The Proposal form is not properly executed;
 - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
 - h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
 - i. The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidders DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
 - j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
 - k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
 - l. More than one proposal is submitted for the same project from a Bidder under the same or different names.
2. A Proposal may be considered irregular and may be rejected if:
 - a. The Proposal does not include a unit price for every Bid item;
 - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
 - c. Receipt of Addenda is not acknowledged;
 - d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
 - e. If Proposal form entries are not made in ink.

1-02.14 Disqualification of Bidders

Delete this Section and replace it with the following:

(March 8, 2013 APWA GSP, Option A)

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended.

As evidence that the Bidder meets the mandatory bidder responsibility criteria, the apparent two lowest Bidders must submit to the Contracting Agency within 24 hours of the bid submittal deadline, documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with all responsibility criteria. The Contracting Agency reserves the right to request such documentation from other Bidders as well, and to request further documentation as needed to assess bidder responsibility. The Contracting Agency also reserves the right to obtain information from third parties concerning a Bidder's compliance with the mandatory bidder responsibility criteria.

If the Contracting Agency determines the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1) and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within two (2) business days of the Contracting Agency's determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the Contracting Agency's final determination.

1-02.15 Pre Award Information

Revise this section to read:

(August 14, 2013 APWA GSP)

Before awarding any contract, the Contracting Agency may require one or more of these items or actions of the apparent lowest responsible bidder:

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2. Samples of these materials for quality and fitness tests,
3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,
6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
7. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

SECTION 1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

Revise the first paragraph to read:

(January 23, 2006 APWA GSP)

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

1-03.1(1) Identical Bid Totals

Revise this section to read:

(January 4, 2016 APWA GSP)

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

1-03.3 Execution of Contract

Revise this section to read:

(October 1, 2005 APWA GSP)

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

Within 10 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

Until the Contracting Agency executes a contract, no proposal shall bind the Contracting Agency nor shall any work begin within the project limits or within Contracting Agency-furnished sites. The Contractor shall

bear all risks for any work begun outside such areas and for any materials ordered before the contract is executed by the Contracting Agency.

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 10 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.4 Contract Bond

Delete the first paragraph and replace it with the following:

(July 23, 2015 APWA GSP)

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

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
 - a. Is registered with the Washington State Insurance Commissioner, and
 - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
 - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
 - b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

1-03.7 Judicial Review

Revise this section to read:

(July 23, 2015 APWA GSP)

Any decision made by the Contracting Agency regarding the Award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.05 shall control venue and jurisdiction.

SECTION 1-04 SCOPE OF WORK

1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda

Revise the second paragraph to read:

(March 13, 2012 APWA GSP)

Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Addenda,
2. Proposal Form,
3. Special Provisions,
4. Contract Plans,
5. Amendments to the Standard Specifications,
6. Standard Specifications,
7. Contracting Agency's Standard Plans or Details (if any), and
8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

SECTION 1-05 CONTROL OF WORK

1-05.7 Removal of Defective and Unauthorized Work

Supplement this section with the following:

(October 1, 2005 APWA GSP)

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

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

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

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

↑ spacing

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

1-05.11 Final Inspection

Delete this section and replace it with the following:

(October 1, 2005 APWA GSP)

1-05.11 Final Inspections and Operational Testing

1-05.11(1) Substantial Completion Date

When the Contractor considers the work to be substantially complete, the Contractor shall so notify the Engineer and request the Engineer establish the Substantial Completion Date. The Contractor's request shall list the specific items of work that remain to be completed in order to reach physical completion. The Engineer will schedule an inspection of the work with the Contractor to determine the status of completion. The Engineer may also establish the Substantial Completion Date unilaterally.

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

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

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

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

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

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7. The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.

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

1-05.11(3) Operational Testing

It is the intent of the Contracting Agency to have at the Physical Completion Date a complete and operable system. Therefore when the work involves the installation of machinery or other mechanical equipment; street lighting, electrical distribution or signal systems; irrigation systems; buildings; or other similar work it may be desirable for the Engineer to have the Contractor operate and test the work for a period of time after final inspection but prior to the physical completion date. Whenever items of work are listed in the Contract Provisions for operational testing they shall be fully tested under operating conditions for the time period specified to ensure their acceptability prior to the Physical Completion Date. During and following the test period, the Contractor shall correct any items of workmanship, materials, or equipment which prove faulty, or that are not in first class operating condition. Equipment, electrical controls, meters, or other devices and equipment to be tested during this period shall be tested under the observation of the Engineer, so that the Engineer may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer.

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

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

1-05.13 Superintendents, Labor and Equipment of Contractor

(August 14, 2013 APWA GSP)

Delete the sixth and seventh paragraphs of this section.

1-05.15 Method of Serving Notices

Revise the second paragraph to read:

(March 25, 2009 APWA GSP)

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

Add the following new section:

(October 1, 2005 APWA GSP)

1-05.16 Water and Power

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

SECTION 1-06 CONTROL OF MATERIAL

1-06.6 Recycled Materials

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

(January 4, 2016 APWA GSP)

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

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

SECTION 1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed

Supplement this section with the following:

(October 1, 2005 APWA GSP)

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

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

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

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

(March 12, 2014 Benton County GSP)
Supplement this section with the following:

(*****)

Dust Control

The Contractor shall, at all times during construction, maintain proper dust control in accordance with the requirements of the Benton County Clean Air Authority. The Contractor is required to have a designated person, responsible for dust control, on the project site at all times during construction hours. In addition, one person shall be available during non-working hours and shall have equipment and manpower available to control dust. Any problems caused by dust from the construction site will be cause for immediate shutdown of all operations except dust control.

1-07.2 State Taxes

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

(June 27, 2011 APWA GSP)

1-07.2 State Sales Tax

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

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

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

1-07.2(1) State Sales Tax — Rule 171

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

1-07.2(2) State Sales Tax — Rule 170

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or

above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

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

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

1-07.2(3) Services

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

1-07.7 Load Limits

Supplement this section with the following:

(March 13, 1995 WSDOT GSP)

Except for the load limit restrictions specified in Section 1-07.7(2), the Contractor may operate vehicles which exceed the legal gross weight limitations without special permits or payment of additional fees provided such vehicles are employed in the construction and within the limits of this project.

Subparagraph 1 of the second paragraph of Section 1-07.7(1) is deleted.

1-07.18 Public Liability and Property Damage Insurance

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

(January 4, 2016 APWA GSP)

1-07.18 Insurance

1-07.18(1) General Requirements

- A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.
- B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.
- C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall

purchase an extended reporting period (“tail”) or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

- D. The Contractor’s Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency’s insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor’s insurance and shall not contribute with it.
- E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency
- G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days’ notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

1-07.18(2) Additional Insured

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

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

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

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

1-07.18(3) Subcontractors

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

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

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

1-07.18(4) Verification of Coverage

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

Verification of coverage shall include:

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

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is required on this Project, a full and certified copy of that policy is required when the Contractor delivers the signed Contract for the work.

1-07.18(5) Coverages and Limits

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

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

1-07.18(5)A Commercial General Liability

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

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

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

Such policy must provide the following minimum limits:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate

\$1,000,000	Personal & Advertising Injury each offence
\$1,000,000	Stop Gap / Employers' Liability each accident

1-07.18(5)B Automobile Liability

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

Such policy must provide the following minimum limit:

\$1,000,000	Combined single limit each accident
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1-07.18(5)C Workers' Compensation

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

1-07.24 Rights of Way

Delete this section and replace it with the following:

(July 23, 2015 APWA GSP)

Street Right of Way lines, limits of easements, and limits of construction permits are indicated in the Plans. The Contractor's construction activities shall be confined within these limits, unless arrangements for use of private property are made.

Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way and easements, both permanent and temporary, necessary for carrying out the work. Exceptions to this are noted in the Bid Documents or will be brought to the Contractor's attention by a duly issued Addendum.

Whenever any of the work is accomplished on or through property other than public Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of any easement agreement obtained by the Contracting Agency from the owner of the private property. Copies of the easement agreements may be included in the Contract Provisions or made available to the Contractor as soon as practical after they have been obtained by the Engineer.

Whenever easements or rights of entry have not been acquired prior to advertising, these areas are so noted in the Plans. The Contractor shall not proceed with any portion of the work in areas where right of way, easements or rights of entry have not been acquired until the Engineer certifies to the Contractor that the right of way or easement is available or that the right of entry has been received. If the Contractor is delayed due to acts of omission on the part of the Contracting Agency in obtaining easements, rights of entry or right of way, the Contractor will be entitled to an extension of time. The Contractor agrees that such delay shall not be a breach of contract.

Each property owner shall be given 48 hours notice prior to entry by the Contractor. This includes entry onto easements and private property where private improvements must be adjusted.

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been

obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

SECTION 1-08 PROSECUTION AND PROGRESS

Add the following new section:

(May 26, 2006 APWA GSP)
1-08.0 Preliminary Matters

Add the following new section:

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

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

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

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

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

Add the following new section:

(December 8, 2014 APWA GSP)

1-08.0(2) Hours of Work

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

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

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than ****3 working days**** prior to the day(s) the Contractor is requesting to change the hours.

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

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)
2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved, the day that is not worked during the week will be charged as a working day.
5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll

1-08.1 Subcontracting

Delete the eighth paragraph and replace it with the following:

(July 23, 2015 APWA GSP)

On all projects funded with federal assistance the Contractor shall submit "Quarterly Report of Amounts Credited as DBE Participation" (form 422-102 EF) on a quarterly basis, in which DBE Work is accomplished, for every quarter in which the Contract is active or upon completion of the project, as appropriate. The quarterly reports are due on the 20th of April, July, October, and January for the four respective quarters.

1-08.3 General Requirements

1-08.3(2)A Type A Progress Schedule

Revise this section to read:

(March 13, 2012 APWA GSP)

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

1-08.4 Prosecution of Work

Delete this section and replace it with the following:

(July 23, 2015 APWA GSP)

1-08.4 Notice to Proceed and Prosecution of Work

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

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

1-08.5 Time for Completion

Revise the third and fourth paragraphs to read:

(August 14, 2013 APWA GSP, Option A)

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

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

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

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
 - a. Certified Payrolls (per Section 1-07.9(5)).
 - b. Material Acceptance Certification Documents
 - c. Quarterly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
 - d. Final Contract Voucher Certification
 - e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
 - f. Property owner releases per Section 1-07.24

Supplement this section with the following:

(March 13, 1995 WSDOT GSP)

This project shall be physically completed within *** 30 *** working days.

1-08.9 Liquidated Damages

Revise the fourth paragraph to read:

(August 14, 2013 APWA GSP)

When the Contract Work has progressed to Substantial Completion as defined in Section 1-01.3 in these Special Provisions, the Engineer may determine that the work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, the formula for liquidated damages shown above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

SECTION 1-09 MEASUREMENT AND PAYMENT

1-09.9 Payments

Supplement this section with the following:

(March 13, 2012 APWA GSP)

Lump sum item breakdowns are not required when the bid price for the lump sum item is less than \$20,000.

Delete the first four paragraphs and replace them with the following:

(March 13, 2012 APWA GSP)

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

The Contractor shall submit a breakdown of the cost of lump sum bid items at the Preconstruction Conference, to enable the Project Engineer to determine the Work performed on a monthly basis. A breakdown is not required for lump sum items that include a basis for incremental payments as part of the respective Specification. Absent a lump sum breakdown, the Project Engineer will make a determination based on information available. The Project Engineer's determination of the cost of work shall be final.

Progress payments for completed work and material on hand will be based upon progress estimates prepared by the Engineer. A progress estimate cutoff date will be established at the preconstruction conference.

The initial progress estimate will be made not later than 30 days after the Contractor commences the work, and successive progress estimates will be made every month thereafter until the Completion Date. Progress estimates made during progress of the work are tentative, and made only for the purpose of determining progress payments. The progress estimates are subject to change at any time prior to the calculation of the final payment.

The value of the progress estimate will be the sum of the following:

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

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

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

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

1-09.11(3) Time Limitation and Jurisdiction

Revise this section to read:

(July 23, 2015 APWA GSP)

For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that any such claims or causes of action shall be brought only in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.05 shall control venue and jurisdiction. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action. It is further mutually agreed by the parties that when any claims or causes of action which the Contractor asserts against the Contracting Agency arising from the Contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to any records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

1-09.13(3)A Administration of Arbitration

Revise the third paragraph to read:

(July 23, 2015 APWA GSP)

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims subject to arbitration are asserted against a county, RCW 36.01.05 shall control venue and jurisdiction of the Superior Court. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the Contract as a basis for decisions.

**DIVISION 8
MISCELLANEOUS CONSTRUCTION**

SECTION 8-22, PAVEMENT MARKING

8-22.3(3)E, Installation

*(*****)*

Supplement the first paragraph with the following:

7. Minimum equipment for application of all painted lines shall consist of an approved traffic line paint spraying machine, truck type chassis mounted, capable of placing 3 simultaneous traffic

marking lines, two color, and overlay beads all lines, equipped with flashing, revolving warning lights and adequate signs to direct traffic as to passing maneuver requirements.

8. Protect wet paint from traffic until thoroughly dry.

Revise the first sentence of the fourth paragraph to read:

One application of paint will be required to complete all paint markings and the one application shall be considered the second application as specified herein.

8-22.4, Measurement

(*****)

The first sentence of the first paragraph is revised to read:

Measurement for payment will be by the actual linear mileage of paint striping installed as “CENTERLINE SKIP YELLOW”, “PAVEMENT EDGELINE SOLID WHITE”, and “NO PASS SOLID YELLOW”.

8-22.5, Payment

(*****)

Supplement the section with the following:

The unit contract prices for the following payment items as may be included in the contract shall be full compensation for furnishing all labor, tools, materials, equipment and traffic control necessary or incidental to the installation of the work herein specified:

“Centerline Skip Yellow”	- per linear mile
“Pavement Edgeline Solid White”	- per linear mile
“No Pass Solid Yellow”	- per linear mile

APPENDICES

(January 2, 2012 WSDOT GSP)

The following appendices are attached and made a part of this contract:

APPENDIX A:

Required Contract Provisions – State Department of Labor and Industries – State Wage Rates

APPENDIX B:

Road Listing

(January 4, 2016)

Standard Plans

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01 transmitted under Publications Transmittal No. PT 15-048, effective August 3, 2015 is made a part of this contract.

The Standard Plans are revised as follows:

A-30.15

DELETED

A-50.10

Sheet 2 of 2, Plan, with Single Slope Barrier, reference C-14a is revised to C-70.10

A-50.20

Sheet 2 of 2, Plan, with Anchored Barrier, reference C-14a is revised to C-70.10

A-50.30

Sheet 2 of 2, Plan (top), reference C-14a is revised to C-70.10

B-10.20 and B-10.40

Substitute "step" in lieu of "handhold" on plan

B-15.60

Table, Maximum Knockout Size column, 120" Diam., 42" is revised to read; 96"

B-25.20

Add Note 7. See Standard Specification Section 8-04 for Curb and Gutter requirements

B-55.20

Metal Pipe elevation, title is revised to read; "Metal Pipe and Steel Rib Reinforced Polyethylene Pipe"

B-90.40

Offset & Bend details, add the subtitle, "Plan View" above titles

C-8b

Section A, callout, was – "Grout" is revised to read; "Grout ~ 2" (IN) MAX., callout, was – "Anchor Bolt (TYP.) ~ See Detail" is revised to read; "Anchor Bolt or Rod (TYP.) ~ See Detail", Sheet 2, Detail "A", callout, was – "Anchor Bolt (TYP.) ~ See Detail", is revised to read; "Anchor Bolt or Rod (TYP.) ~ See Detail". Anchor Bolt Detail, DELETED – Headed Bolt DETAIL portion of the ANCHOR BOLT DETAIL. Dimension, "5 1/2" MIN. Threads" is deleted. Add dimension, "1" MAX." from top of barrier to bottom of the nut, Callout, was – "1" Diam. Threaded Rod ~ ASTM A 419" is revised to read; "1" (IN) Diam. Threaded Full Length Rod or Bolt ~ ASTM F 1554, Grade 105". Note (Below Title), was – "Galvanize Exposed Anchor Rod End 1' – 9" Min." is revised to read; "Galvanized Anchor Bolt Full Length according to ASTM F 2329". Subtitle – was "Threaded Rod" is revised to read; "Threaded Rod or Bolt", Sheet 2, Anchor Plate detail, callout, was – 1" DIAM. HOLE (TYP.)" IS REVISED TO READ; "1 1/8" (IN) DIAM. HOLE (TYP.)", callout, was – "2" Plate" is revised to read; "1/2" (IN) Plate ~ ASTM A36

C-1

Assembly Detail, Steel Post, (post) callout – was - "W6 x 9 or W6 x 15" is revised to read; "W6 x 8.5 or W6 x 9 or W6 x 15"

C-10

General Note 1, first sentence, was – “Length of W8 x 35 and W6 x 9 shall be determined by measurement from top of ground to top of grout pad.” Is revised to read; “Length of W8 x 35 and W6 x 8.5 or W6 x 9 shall be determined by measurement from top of ground to top of grout pad.”

Sheet 1, Post Base Plate Detail, callout, was – “W6 x 9” is revised to read; “W6 x 8.5 or W6 x 9”

Sheet 1, Box Culvert Guardrail Steel Post Type 2 detail, callout, was – “W6 x 9 Steel Post” is revised to read; “W6 x 8.5 or W6 x 9 Steel Post”

Sheet 1, Post Anchor Attachment Detail, callout, was – “W6 x 9 ~ See Note 1” is revised to read; “W6 x 8.5 or W6 x 9 ~ See Note 1”

Sheet 1, Detail A, callout, was – “W6 x 9 Steel Post ~ See Note 1” is revised to read; “W6 x 8.5 or W6 x 9 Steel Post ~ See Note 1”

Sheet 2, Box Culvert Guardrail Steel Post Type 1, callout, was – “W6 x 9 x 27.5” Steel Post” is revised to read; “W6 x 8.5 x 27.5” (IN) or W6 x 9 x 27.5” (IN) Steel Post”

Sheet 2, Detail B, callout, was – “W6 x 9 x 27.5” Steel Post” is revised to read; “W6 x 8.5 x 27.5” (IN) or W6 x 9 x 27.5” (IN) Steel Post”

C-16a

Note 1, reference C-28.40 is revised to C-20.10

C-16b

Note 3, reference C-28.40 is revised to C-20.10

C-22.14

Plan, callout, was – “Location of Post (Without Block) ~ W6 x 9 Steel Post Only” is revised to read; “Location of Post (Without Block) ~ W6 x 8.5 or W6 x 9 Steel Post Only”

Elevation, callout, was – “Location of Post (Without Block) ~ W6 x 9 Steel Post Only” is revised to read; “Location of Post (Without Block) ~ W6 x 8.5 or W6 x 9 Steel Post Only”

C-22.45

Note 1, was – “This Terminal is FHWA accepted at Test Level Two (TL-2) and may be used in applications with speeds of 40 MPH or less.” Is revised to read: “This Terminal is FHWA accepted at Test Level Two (TL-2) and may be used in applications with speeds of 45 MPH or less.” Plan Title, was – “Beam Guardrail Type 31 Non – Flared Terminal Steel Posts (Posted Speed ~ 40 MPH and Below)” is revised to read: “Beam Guardrail Type 31 Non – Flared Terminal Steel Posts (Posted Speed ~ 45 MPH and Below

D-10.10

Wall Type 1 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT Bridge Design Manual (BDM) and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.15

Wall Type 2 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.20

Wall Type 3 may be used in all cases. The last sentence of Note 6 on Wall Type 3 shall be revised to read: The seismic design of these walls has been completed using a site adjusted (effective) peak ground acceleration of 0.32g.

D-10.25

Wall Type 4 may be used in all cases. The last sentence of Note 6 on Wall Type 4 shall be revised to read: The seismic design of these walls has been completed using a site adjusted (effective) peak ground acceleration of 0.32g.

D-10.30

Wall Type 5 may be used in all cases.

D-10.35

Wall Type 6 may be used in all cases.

D-10.40

Wall Type 7 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.45

Wall Type 8 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the revisions stated in the 11/3/15 Bridge Design memorandum.

D-15.10

STD Plans D-15 series “Traffic Barrier Details for Reinforced Concrete Retaining Walls” are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

D-15.20

STD Plans D-15 series “Traffic Barrier Details for Reinforced Concrete Retaining Walls” are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

D-15.30

STD Plans D-15 series “Traffic Barrier Details for Reinforced Concrete Retaining Walls” are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

F-10.12

Section Title, was – “Depressed Curb Section” is revised to read: “Depressed Curb and Gutter Section”

F-10.40

“EXTRUDED CURB AT CUT SLOPE”, Section detail - Deleted

F-10.42

DELETE – “Extruded Curb at Cut Slope” View

G-24.40

Sheet 1, Elevation (upper left corner), callout, was – “Sign Brace~ 36” (IN) or larger in width required (See Standard Plan G-50.10)” is revised to read; “Sign Brace (See Standard Plan G-50.10)” Sheet 3, Elevation (upper left corner), callout, was – “Sign Brace~ 36” (IN) or larger in width required (See Standard Plan G-50.10)” is revised to read; “Sign Brace (See Standard Plan G-50.10)”

H-70.20

Sheet 2, Spacing Detail, Mailbox Support Type 1, reference to Standard Plan I-70.10 is revised to H-70.10

I-80.10

Stabilized Construction Entrance, Isometric View, add Note to read; “Note: At the discretion of the contractor, smaller rock may be used to fill in voids between the quarry spalls to create a walking pathway for crossing the construction entrance.”

J-3

DELETED

J-3b

DELETED

J-3C

DELETED

J-10.21

Note 18, was – “When service cabinet is installed within right of way fence, see Standard Plan J-10.22 for details.” Is revised to read; “When service cabinet is installed within right of way fence, or the meter base is mounted on the exterior of the cabinet, see Standard Plan J-10.22 for details.”

J-10.22

Key Note 1, was – “Meter base per serving utility requirements~ as a minimum, the meter base shall be safety socket box with factory-installed test bypass facility that meets the requirements of EUSERC drawing 305.” Is revised to read; “Meter base per serving utility requirements~ as a minimum, the meter base shall be safety socket box with factory-installed test bypass facility that meets the requirements of EUSERC drawing 305. When the utility requires meter base to be mounted on the side or back of the service cabinet, the meter base enclosure shall be fabricated from type 304 stainless steel.”

Key Note 4, “Test with (SPDT Snap Action, Positive close 15 Amp – 120/277 volt “T” rated). Is revised to read: “Test Switch (SPDT snap action, positive close 15 amp – 120/277 volt “T” rated).”

Key Note 14, was – “Hinged dead front with ¼ turn fasteners or slide latch.” Is revised to read; “Hinged dead front with ¼ turn fasteners or slide latch. ~ Dead front panel bolts shall not extend into the vertical limits of the breaker array(s).”

Key Note 15, was – “Cabinet Main Bonding Jumper. Buss shall be 4 lug tinned copper. See Cabinet Main bonding Jumper detail, Standard Plan J-3b.” is revised to read; “Cabinet Main Bonding Jumper Assembly ~ Buss shall be 4 lug tinned copper ~ See Standard Plan J-10.20 for Cabinet Main Bonding Jumper Assembly details.”

J-20.10

Add Note 5, “5. One accessible pedestrian signal assembly per pedestrian pushbutton post.”

J-20.11

Sheet 2, Foundation Detail, Elevation, callout – “Type 1 Signal Pole” is revised to read: “Type PS or Type 1 Signal Pole”

Sheet 2, Foundation Detail, Elevation, add note below Title, “(Type 1 Signal Pole Shown)”

Add Note 6, “6. One accessible pedestrian signal assembly per pedestrian pushbutton post.”

J-20.26

Add Note 1, “1. One accessible pedestrian pushbutton station per pedestrian pushbutton post.”

J-20.16

View A, callout, was – LOCK NIPPLE, is revised to read; CHASE NIPPLE

J-21.10

Sheet 1 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR.. Delete "(TYP.)" from the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.

Sheet 1 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.

Sheet 2 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.

Sheet 2 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.

J-21.15

Partial View, callout, was – LOCK NIPPLE ~ 1 1/2" DIAM., is revised to read; CHASE NIPPLE ~ 1 1/2" (IN) DIAM.

J-21.16

Detail A, callout, was – LOCKNIPPLE, is revised to read; CHASE NIPPLE

J-22.15

Ramp Meter Signal Standard, elevation, dimension 4' - 6" is revised to read; 6'-0"

(2x) Detail A, callout, was – LOCK NIPPLE ~ 1 1/2" DIAM. is revised to read; CHASE NIPPLE ~ 1 1/2" (IN) DIAM.

J-28.45

Steel Light Standard Elbow Detail, dimension, was – "1-1/2" MAX." is revised to read; 2" MAX.. callout, was – "1.00 – 8 UNC x 8" (IN) long bolt threaded full length (ASTM A325 or F1554 GR. 105) with two heavy hex nuts, two plate washers, and a round washer (Typ.) (Galvanized AASHTO M232)" is revised to read; "1.00 – 8 UNC x 8 1/2" (IN) long bolt threaded full length (ASTM A325 or F1554 GR. 105) with two heavy hex nuts, two plate washers, and a round washer (Typ.) (Galvanized per AASHTO F2329)". callout, was – "3/16" (IN) thick preformed "Fabreeka" fabric pad with 5" (IN) diam. hole ~ cement to flange plate and trim outside edge flush" is revised to read; "3/16" (IN) or 1/4" (IN) thick preformed "Fabreeka" fabric pad with 5" (IN) diam. hole ~ cement to flange plate and trim outside edge flush". Exploded Isometric View, callout, was – "1" (IN) Diam. Heavy Hex Bolt (Typ.)" is revised to read; 1" Diam. Bolt (Typ.). Section B, callout, was – "3 1/2" (IN) x 3/16" (IN)(17" (IN))..." is revised to read; "4" (IN) x 3/16" (IN)(17" (IN))...". Typical Sections, two traffic barrier views, add dimension [from the top of the pole base plate to the bottom of the Hand Hole]"6" MIN.". all three views, callout, was – "1" (IN) Diam. H. S. bolt w/ hardened lock washer and nut (Typ.) (ASTM A325 or F1554 GR. 105)" is revised to read; "1" (IN) Diam. H. S. bolt w/ hardened lock washer and nut (Typ.) (ASTM A449 or F1554 GR. 105)".

J-28.50

Section D, callout, was – Backup Strip (ref. to key note 3) is revised to read; "Continuous Backup Strip (ref. to key note 3)"

Key Note 3, was – 1/4" Thick, or No thinner than pole wall thickness. Tack weld or seal weld to Base plate. Is revised to read; "1/4" Thick, or No thinner than Pole wall thickness. Tack weld in root or continuous seal weld to Base plate or Pole wall."

J-28.60

Section B, callout, was – "Continuous Back-up ring – 1/4" or no thinner than pole wall thickness ~ tack weld to plate" is revised to read; "Continuous Back-up ring ~ 1/4" or no thinner than pole wall thickness ~ tack weld in root or continuous seal weld to base plate or pole wall"

J-28.70

Detail C, dimension, 2" MAX. is revised to read: 1" MAX.

Detail D, dimension, 2" MAX. is revised to read: 1" MAX.

J-29.10

Galvanized Welded Wire Mesh detail, callout – "Drill and Tap for ¼" Diam. Cap Screw, 3 Places, @ 9" center, all 4 edges S.S. Screw, ASTM F593 and washer"

Is revised to read;

"*Drill and Tap ¼" (IN) Diam. x 1" (IN) Cap Screw with washer ~ space approx.. 9" o.c. ~ Liberally coat threads with Anti-seize compound (TYP.)"

Add Boxed note: * Bolts, Nuts, and washers ~ ASTM F593 or A193 Type 304 or Type 316 Stainless Steel (S.S.)

J-29.15

Title, "Camera Pole Standard" is revised to read; "Camera Pole Standard Details"

J-29-16

Title, "Camera Pole Standard Details" is revised to read; "Camera Pole Details"

J-40.10

Sheet 2 of 2, Detail F, callout, "12 – 13 x 1 ½" S.S. PENTA HEAD BOLT AND 12" S. S. FLAT WASHER" is revised to read; "12 – 13 x 1 ½" S.S. PENTA HEAD BOLT AND 1/2" (IN) S. S. FLAT WASHER"

J-60.14

All references to J-16b (6x) are revised to read; J-60.11

J-90.10

Section B, callout, "Hardware Mounting Rack ~ S. S. 1-5/8" Slotted Channel" is revised to read: "Hardware Mounting Rack (Typ.) ~ Type 304 S. S. 1-5/8" Slotted Channel"

J-90.20

Section B, callout, "Hardware Mounting Rack (Typ.) ~ S. S. 1-5/8" Slotted Channel" is revised to read: "Hardware Mounting Rack (Typ.) ~ Type 304 S. S. 1-5/8" Slotted Channel"

K-80.10

Sign Installation (Fill Section), dimension, 6' TO 12' MIN. is revised to read: 12' MIN.

Sign Installation (Sidewalk and Curb Section), dimension, 6' TO 12' MIN. is revised to read: 12' MIN.

Sign Installation (Behind Traffic Barrier Section), Delete dimensions - 6' TO 12' MIN. and 6' MIN.

Sign with Supplemental Plaque Installation (Fill Section), dimension, 6' TO 12' MIN. is revised to read: 12' MIN.

Sign Installation (Ditch Section), dimension, 6' TO 12' MIN. is revised to read: 12' MIN. Delete dimension – 6' MIN.

K-80.30

In the NARROW BASE, END view, the reference to Std. Plan C-8e is revised to Std. Plan K-80.35

M-11.10

Layout, dimension (from stop bar to "X"), was – 23' is revised to read; 24'

M-20.30

Sheet 2, Plan View, One-Way Roadway Recessed Pavement Marker Details, ONE-WAY TRAFFIC arrow symbol, is revised to point in the opposite direction (towards the rpm)

The following are the Standard Plan numbers applicable at the time this project was advertised. The date shown with each plan number is the publication approval date shown in the lower right-hand corner of that plan. Standard Plans showing different dates shall not be used in this contract.

A-10.10-00.....8/7/07	A-30.35-00.....10/12/07	A-50.20-01.....9/22/09
A-10.20-00.....10/5/07	A-40.00-00.....8/11/09	A-50.30-00.....11/17/08
A-10.30-00.....10/5/07	A-40.10-03.....12/23/14	A-50.40-00.....11/17/08
A-20.10-00.....8/31/07	A-40.15-00.....8/11/09	A-60.10-03.....12/23/14
A-30.10-00.....11/8/07	A-40.20-03.....12/23/14	A-60.20-03.....12/23/14
	A-40.50-02.....12/23/14	A-60.30-00.....11/8/07
A-30.30-01.....6/16/11	A-50.10-00.....11/17/08	A-60.40-00.....8/31/07
B-5.20-01.....6/16/11	B-30.50-01.....4/26/12	B-75.20-01.....6/10/08
B-5.40-01.....6/16/11	B-30.70-03.....4/26/12	B-75.50-01.....6/10/08
B-5.60-01.....6/16/11	B-30.80-00.....6/8/06	B-75.60-00.....6/8/06
B-10.20-01.....2/7/12	B-30.90-01.....9/20/07	B-80.20-00.....6/8/06
B-10.40-00.....6/1/06	B-35.20-00.....6/8/06	B-80.40-00.....6/1/06
B-10.60-00.....6/8/06	B-35.40-00.....6/8/06	B-82.20-00.....6/1/06
B-15.20-01.....2/7/12	B-40.20-00.....6/1/06	B-85.10-01.....6/10/08
B-15.40-01.....2/7/12	B-40.40-01.....6/16/10	B-85.20-00.....6/1/06
B-15.60-01.....2/7/12	B-45.20-00.....6/1/06	B-85.30-00.....6/1/06
B-20.20-02.....3/16/12	B-45.40-00.....6/1/06	B-85.40-00.....6/8/06
B-20.40-03.....3/16/12	B-50.20-00.....6/1/06	B-85.50-01.....6/10/08
B-20.60-03.....3/15/12	B-55.20-00.....6/1/06	B-90.10-00.....6/8/06
B-25.20-01.....3/15/12	B-60.20-00.....6/8/06	B-90.20-00.....6/8/06
B-25.60-00.....6/1/06	B-60.40-00.....6/1/06	B-90.30-00.....6/8/06
B-30.10-01.....4/26/12	B-65.20-01.....4/26/12	B-90.40-00.....6/8/06
B-30.20-02.....4/26/12	B-65.40-00.....6/1/06	B-90.50-00.....6/8/06
B-30.30-01.....4/26/12	B-70.20-00.....6/1/06	B-95.20-01.....2/3/09
B-30.40-01.....4/26/12	B-70.60-00.....6/1/06	B-95.40-00.....6/8/06
C-1.....6/16/11	C-6.....5/30/97	C-23.60-03.....6/11/14
C-1a.....7/14/15	C-6a.....10/14/09	C-24.10-01.....6/11/14
C-1b.....7/14/15	C-6c.....1/6/00	C-25.18-05.....7/14/15
C-1c.....5/30/97	C-6d.....5/30/97	C-25.20-06.....7/14/15
C-1d.....10/31/03	C-6f.....7/25/97	C-25.22-05.....7/14/15
C-2.....1/6/00	C-7.....6/16/11	C-25.26-03.....7/14/15
C-2a.....6/21/06	C-7a.....6/16/11	C-25.80-03.....6/11/14
C-2b.....6/21/06	C-8.....2/10/09	C-40.14-02.....7/2/12
C-2c.....6/21/06	C-8a.....7/25/97	C-40.16-02.....7/2/12
C-2d.....6/21/06	C-8b.....6/27/11	C-40.18-02.....7/2/12
C-2e.....6/21/06	C-8e.....2/21/07	C-70.10-01.....6/17/14
C-2f.....3/14/97	C-8f.....6/30/04	C-75.10-01.....6/11/14
C-2g.....7/27/01	C-10.....6/3/10	C-75.20-01.....6/11/14
C-2h.....3/28/97	C-16a.....6/3/10	C-75.30-01.....6/11/14
C-2i.....3/28/97	C-16b.....6/3/10	C-80.10-01.....6/11/14
C-2j.....6/12/98	C-20.10-03.....7/14/15	C-80.20-01.....6/11/14
C-2k.....7/27/01	C-20.14-03.....6/11/14	C-80.30-01.....6/11/14

C-2n.....7/27/01	C-20.15-02.....6/11/14	C-80.40-01.....6/11/14
C-2o.....7/13/01	C-20.18-02.....6/11/14	C-80.50-00.....4/8/12
C-2p.....10/31/03	C-20.19-02.....6/11/14	C-85.10-00.....4/8/12
C-3.....7/2/12	C-20.40-05.....7/14/15	C-85.11-00.....4/8/12
	C-20.41-01.....7/14/15	
C-3a.....10/4/05	C-20.42-05.....7/14/15	C-85.14-01.....6/11/14
C-3b.....6/27/11	C-20.45.01.....7/2/12	C-85.15-01.....6/30/14
C-3c.....6/27/11	C-22.14-03.....6/11/14	C-85.16-01.....6/17/14
C-4b.....6/8/06	C-22.16-05.....7/14/15	C-85.18-01.....6/11/14
C-4e.....10/23/14	C-22.40-04.....10/23/14	C-85.20-01.....6/11/14
	C-22.41-01.....10/23/14	
C-4f.....7/2/12	C-22.45-01.....10/23/14	C-90.10-00.....7/3/08
D-2.04-00.....11/10/05	D-2.48-00.....11/10/05	D-3.17-01.....5/17/12
D-2.06-01.....1/6/09	D-2.64-01.....1/6/09	D-4.....12/11/98
D-2.08-00.....11/10/05	D-2.66-00.....11/10/05	D-6.....6/19/98
D-2.14-00.....11/10/05	D-2.68-00.....11/10/05	D-10.10-01.....12/2/08
D-2.16-00.....11/10/05	D-2.80-00.....11/10/05	D-10.15-01.....12/2/08
D-2.18-00.....11/10/05	D-2.82-00.....11/10/05	D-10.20-00.....7/8/08
D-2.20-00.....11/10/05	D-2.84-00.....11/10/05	D-10.25-00.....7/8/08
D-2.32-00.....11/10/05	D-2.86-00.....11/10/05	D-10.30-00.....7/8/08
D-2.34-01.....1/6/09	D-2.88-00.....11/10/05	D-10.35-00.....7/8/08
D-2.36-03.....6/11/14	D-2.92-00.....11/10/05	D-10.40-01.....12/2/08
D-2.42-00.....11/10/05	D-3.09-00.....5/17/12	D-10.45-01.....12/2/08
D-2.44-00.....11/10/05	D-3.10-01.....5/29/13	D-15.10-01.....12/2/08
D-2.60-00.....11/10/05	D-3.11-03.....6/11/14	D-15.20-02.....6/2/11
D-2.62-00.....11/10/05	D-3.15-02.....6/10/13	D-15.30-01.....12/02/08
D-2.46-01.....6/11/14	D-3.16-02.....5/29/13	
E-1.....2/21/07	E-4.....8/27/03	
E-2.....5/29/98	E-4a.....8/27/03	
F-10.12-03.....6/11/14	F-10.62-02.....4/22/14	F-40.15-02.....6/20/13
F-10.16-00.....12/20/06	F-10.64-03.....4/22/14	F-40.16-02.....6/20/13
F-10.18-00.....6/27/11	F-30.10-03.....6/11/14	F-45.10-01.....6/21/12
F-10.40-02.....6/21/12	F-40.12-02.....6/20/13	F-80.10-03.....6/11/14
F-10.42-00.....1/23/07	F-40.14-02.....6/20/13	
G-10.10-00.....9/20/07	G-24.60-04.....6/23/15	G-70.20-02.....6/10/13
G-20.10-02.....6/23/15	G-25.10-04.....6/10/13	G-70.30-02.....6/10/13
G-22.10-03.....7/10/15	G-30.10-04.....6/23/15	G-90.10-01.....5/11/11
G-24.10-00.....11/8/07	G-50.10-02.....6/23/15	G-90.20-03.....7/10/15
G-24.20-01.....2/7/12	G-60.10-03.....6/18/15	G-90.30-02.....3/22/13
G-24.30-01.....2/7/12	G-60.20-02.....6/18/15	G-90.40-01.....10/14/09
G-24.40-05.....6/23/15	G-60.30-02.....6/18/15	G-95.10-01.....6/2/11
G-24.50-03.....6/17/14	G-70.10-03.....6/18/15	G-95.20-02.....6/2/11
		G-95.30-02.....6/2/11
H-10.10-00.....7/3/08	H-32.10-00.....9/20/07	H-70.10-01.....2/7/12
H-10.15-00.....7/3/08	H-60.10-01.....7/3/08	H-70.20-01.....2/16/12
H-30.10-00.....10/12/07	H-60.20-01.....7/3/08	H-70.30-02.....2/7/12

I-10.10-01.....8/11/09	I-30.20-00.....9/20/07	I-40.20-00.....9/20/07
I-30.10-02.....3/22/13	I-30.30-01.....6/10/13	I-50.20-01.....6/10/13
I-30.15-02.....3/22/13	I-30.40-01.....6/10/13	I-60.10-01.....6/10/13
I-30.16-00.....3/22/13	I-30.60-00.....5/29/13	I-60.20-01.....6/10/13
I-30.17-00.....3/22/13	I-40.10-00.....9/20/07	I-80.10-01.....8/11/09
	J-26.15-01.....5/17/12	J-40.40-00.....5/20/13
	J-26.20-00.....6/11/14	
	J-27.10-00.....3/15/12	J-50.10-00.....6/3/11
	J-27.15-00.....3/15/12	J-50.11-00.....6/3/11
J-10.....7/18/97	J-28.10-01.....5/11/11	J-50.12-00.....6/3/11
J-10.10-03.....6/3/15	J-28.22-00.....8/07/07	J-50.15-00.....6/3/11
J-10.15-01.....6/11/14	J-28.24-01.....6/3/15	J-50.16-01.....3/22/13
J-10.16-00.....6/3/15		
J-10.17-00.....6/3/15		
J-10.18-00.....6/3/15		
J-10.20-00.....6/3/15		
J-10.21-00.....6/3/15		
J-10.22-00.....5/29/13	J-28.26-01.....12/02/08	J-50.20-00.....6/3/11
J-15.10-01.....6/11/14	J-28.30-03.....6/11/14	J-50.25-00.....6/3/11
J-15.15-02.....7/10/15	J-28.40-02.....6/11/14	J-50.30-00.....6/3/11
	J-28.42-01.....6/11/14	J-60.05-00.....6/16/11
	J-28.43-00.....6/11/14	
	J-28.45-02.....6/11/14	J-60.11-00.....5/20/13
J-20.10-03.....6/30/14	J-28.50-02.....6/2/11	J-60.12-00.....5/20/13
J-20.11-02.....6/30/14	J-28.60-01.....6/2/11	J-60.13-00.....6/16/10
J-20.15-03.....6/30/14	J-28.70-01.....5/11/11	J-60.14-00.....6/16/10
J-20.16-02.....6/30/14	J-29.10-00.....6/27/11	J-75.10-02.....7/10/15
J-20.20-02.....5/20/13	J-29.15-00.....6/27/11	J-75.20-01.....7/10/15
J-20.26-01.....7/12/12	J-29.16-01.....6/20/13	J-75.30-02.....7/10/15
	J-30.10-00.....6/18/15	
J-21.10-04.....6/30/14	J-40.10-03.....5/20/13	J-75.40-01.....6/11/14
		J-75.41-00.....6/11/14
J-21.15-01.....6/10/13	J-40.20-02.....6/11/14	J-75.45-01.....6/11/14
J-21.16-01.....6/10/13	J-40.30-03.....5/20/13	J-90.10-01.....6/27/11
J-21.17-01.....6/10/13	J-40.35-01.....5/29/13	J-90.20-01.....6/27/11
J-21.20-01.....6/10/13	J-40.36-01.....5/20/13	J-90.21-00.....6/30/14
J-22.15-02.....7/10/15	J-40.37-01.....5/20/13	
J-22.16-03.....7/10/15	J-40.38-01.....5/20/13	
J-26.10-02.....3/15/12	J-40.39-00.....5/20/13	
K-70.20-00.....2/15/07		
K-80.10-00.....2/21/07		
K-80.20-00.....12/20/06		
K-80.30-00.....2/21/07		
K-80.35-00.....2/21/07		
K-80.37-00.....2/21/07		

L-10.10-02.....6/21/12	L-40.10-02.....6/21/12	L-70.10-01.....5/21/08
L-20.10-03.....7/14/15	L-40.15-01.....6/16/11	L-70.20-01.....5/21/08
L-30.10-02.....6/11/14	L-40.20-02.....6/21/12	
M-1.20-03.....6/24/14	M-9.60-00.....2/10/09	M-40.10-03.....6/24/14
M-1.40-02.....6/3/11	M-11.10-01.....1/30/07	M-40.20-00...10/12/07
M-1.60-02.....6/3/11	M-15.10-01.....2/6/07	M-40.30-00.....9/20/07
M-1.80-03.....6/3/11	M-17.10-02.....7/3/08	M-40.40-00.....9/20/07
M-2.20-03.....7/10/15	M-20.10-02.....6/3/11	M-40.50-00.....9/20/07
M-2.21-00.....7/10/15		
M-3.10-03.....6/3/11	M-20.20-02.....4/20/15	M-40.60-00.....9/20/07
M-3.20-02.....6/3/11	M-20.30-03.....4/20/15	M-60.10-01.....6/3/11
M-3.30-03.....6/3/11	M-20.40-03.....6/24/14	M-60.20-02.....6/27/11
M-3.40-03.....6/3/11	M-20.50-02.....6/3/11	M-65.10-02.....5/11/11
M-3.50-02.....6/3/11	M-24.20-02.....4/20/15	M-80.10-01.....6/3/11
M-5.10-02.....6/3/11	M-24.40-02.....4/20/15	M-80.20-00.....6/10/08
M-7.50-01.....1/30/07	M-24.50-00.....6/16/11	M-80.30-00.....6/10/08
M-9.50-02.....6/24/14	M-24.60-04.....6/24/14	

WAGE RATES

APPENDIX A:

STATE WAGE RATES BENEFIT CODE KEY WASHINGTON L&I POLICY STATEMENT

For Construction of:

**PAVEMENT MARKING - 2016
CE 2003 SMP**

Benton County, Washington

BENTON COUNTY
DEPARTMENT OF PUBLIC WORKS



State of Washington
 Department of Labor & Industries
 Prevailing Wage Section - Telephone 360-902-5335
 PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 09/01/2016

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
Benton	Asbestos Abatement Workers	Journey Level	\$37.01	5D	1H	
Benton	Boilermakers	Journey Level	\$64.29	5N	1C	
Benton	Brick Mason	Journey Level	\$46.34	5A	1M	
Benton	Building Service Employees	Janitor	\$9.47		1	
Benton	Building Service Employees	Shampooer	\$11.14		1	
Benton	Building Service Employees	Waxer	\$9.47		1	
Benton	Building Service Employees	Window Cleaner	\$9.47		1	
Benton	Cabinet Makers (In Shop)	Journey Level	\$15.51		1	
Benton	Carpenters	Carpenters	\$42.73	5A	1B	8N
Benton	Cement Masons	Journey Level	\$40.80	7B	1N	
Benton	Divers & Tenders	Diver	\$90.84	5A	1B	8A
Benton	Divers & Tenders	Diver on Standby	\$52.68	5A	1B	
Benton	Divers & Tenders	Diver Tender	\$51.68	5A	1B	
Benton	Divers & Tenders	Diving Master	\$61.81	5A	1B	
Benton	Divers & Tenders	Surface RCV & ROV Operator	\$51.68	5A	1B	
Benton	Divers & Tenders	Surface RCV & ROV Operator Tender	\$51.68	5A	1B	
Benton	Dredge Workers	Assistant Engineer	\$56.44	5D	3F	
Benton	Dredge Workers	Assistant Mate (Deckhand)	\$56.00	5D	3F	
Benton	Dredge Workers	Boatmen	\$56.44	5D	3F	
Benton	Dredge Workers	Engineer Welder	\$57.51	5D	3F	
Benton	Dredge Workers	Leverman, Hydraulic	\$58.67	5D	3F	
Benton	Dredge Workers	Mates	\$56.44	5D	3F	
Benton	Dredge Workers	Oiler	\$56.00	5D	3F	
Benton	Drywall Applicator	Journey Level	\$42.73	5A	1B	8N
Benton	Drywall Tapers	Journey Level	\$37.46	7E	1P	
Benton	Electrical Fixture Maintenance Workers	Journey Level	\$34.23		1	
Benton	Electricians - Inside	Cable Splicer	\$59.51	5A	1E	
Benton	Electricians - Inside	Journey Level	\$59.30	5A	1E	

Benton	<u>Electricians - Inside</u>	Welder	\$61.50	5A	1E	
Benton	<u>Electricians - Motor Shop</u>	Craftsman	\$15.37		1	
Benton	<u>Electricians - Motor Shop</u>	Journey Level	\$14.69		1	
Benton	<u>Electricians - Powerline Construction</u>	Cable Splicer	\$71.85	5A	4D	
Benton	<u>Electricians - Powerline Construction</u>	Certified Line Welder	\$65.71	5A	4D	
Benton	<u>Electricians - Powerline Construction</u>	Groundperson	\$44.12	5A	4D	
Benton	<u>Electricians - Powerline Construction</u>	Heavy Line Equipment Operator	\$65.71	5A	4D	
Benton	<u>Electricians - Powerline Construction</u>	Journey Level Lineperson	\$65.71	5A	4D	
Benton	<u>Electricians - Powerline Construction</u>	Line Equipment Operator	\$55.34	5A	4D	
Benton	<u>Electricians - Powerline Construction</u>	Pole Sprayer	\$65.71	5A	4D	
Benton	<u>Electricians - Powerline Construction</u>	Powderperson	\$49.16	5A	4D	
Benton	<u>Electronic Technicians</u>	Journey Level	\$11.00		1	
Benton	<u>Elevator Constructors</u>	Mechanic	\$85.45	7D	4A	
Benton	<u>Elevator Constructors</u>	Mechanic In Charge	\$92.35	7D	4A	
Benton	<u>Fabricated Precast Concrete Products</u>	Journey Level - In-Factory Work Only	\$9.96		1	
Benton	<u>Fence Erectors</u>	Fence Erector	\$29.15		1	
Benton	<u>Flaggers</u>	Journey Level	\$34.91	7B	1M	
Benton	<u>Glaziers</u>	Journey Level	\$24.39	7E	1K	
Benton	<u>Heat & Frost Insulators And Asbestos Workers</u>	Journey Level	\$52.89	5K	1U	
Benton	<u>Heating Equipment Mechanics</u>	Journey Level	\$56.06	5A	1X	
Benton	<u>Hod Carriers & Mason Tenders</u>	Journey Level	\$38.54	7B	1M	
Benton	<u>Industrial Power Vacuum Cleaner</u>	Journey Level	\$9.47		1	
Benton	<u>Inland Boatmen</u>	Journey Level	\$9.47		1	
Benton	<u>Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control</u>	Cleaner Operator, Foamer Operator	\$9.73		1	
Benton	<u>Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control</u>	Grout Truck Operator	\$11.48		1	
Benton	<u>Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control</u>	Head Operator	\$12.78		1	
Benton	<u>Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control</u>	Technician	\$9.47		1	
Benton	<u>Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control</u>	Tv Truck Operator	\$10.53		1	
Benton	<u>Insulation Applicators</u>	Journey Level	\$42.73	5A	1B	8N

Benton	<u>Ironworkers</u>	Journeyman	\$57.70	<u>7N</u>	<u>1O</u>	
Benton	<u>Laborers</u>	Air And Hydraulic Track Drill	\$37.55	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Asphalt Raker	\$37.55	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Asphalt Roller, Walking	\$37.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Brick Pavers	\$37.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Brush Hog Feeder	\$37.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Brush Machine	\$37.55	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Caisson Worker, Free Air	\$37.55	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Carpenter Tender	\$37.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Cement Finisher Tender	\$37.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Cement Handler	\$37.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Chain Saw Operator & Faller	\$37.55	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Clean-up Laborer	\$37.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Compaction Equipment	\$37.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Concrete Crewman	\$37.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Concrete Saw, Walking	\$37.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Concrete Signalman	\$37.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Concrete Stack	\$37.55	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Confined Space Attendant	\$37.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Crusher Feeder	\$37.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Demolition	\$37.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Demolition Torch	\$37.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Dope Pot Fireman, Non-mechanical	\$37.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Driller Helper (when Required To Move & Position Machine)	\$37.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Drills With Dual Masts	\$37.83	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Dry Stack Walls	\$37.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Dumpman	\$37.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Erosion Control Laborer	\$37.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Final Detail Cleanup (i.e., Dusting, Vacuuming, Window Cleaning; Not Construction Debris Cleanup)	\$34.91	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Firewatch	\$37.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Form Cleaning Machine Feeder, Stacker	\$37.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Form Setter, Paving	\$37.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	General Laborer	\$37.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Grade Checker	\$39.54	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Grout Machine Header Tender	\$37.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Guard Rail	\$37.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Gunite	\$37.55	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Hazardous Waste Worker (level A)	\$37.83	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Hazardous Waste Worker (level B)	\$37.55	<u>7B</u>	<u>1M</u>	

Benton	<u>Laborers</u>	Hazardous Waste Worker (level C)	\$37.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Hazardous Waste Worker (level D)	\$37.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Hdpe Or Similar Liner Installer	\$37.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	High Scaler	\$37.55	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Jackhammer Operator Miner, Class "b"	\$37.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Laser Beam Operator	\$37.55	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Miner, Class "a"	\$37.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Miner, Class "c"	\$37.55	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Miner, Class "d"	\$37.83	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Monitor Operator, Air Track Or Similar Mounting	\$37.55	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Mortar Mixer	\$37.55	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Nipper	\$37.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Nozzleman	\$37.55	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Nozzleman, Water (to Include Fire Hose), Air Or Steam	\$37.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Pavement Breaker, 90 Lbs. & Over	\$37.55	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Pavement Breaker, Under 90 Lbs.	\$37.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Pipelayer	\$37.55	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Pipelayer, Corrugated Metal Culvert And Multi-plate	\$37.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Pipewrapper	\$37.55	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Plasterer Tenders	\$37.55	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Pot Tender	\$37.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Powderman	\$39.20	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Powderman Helper	\$37.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Power Buggy Operator	\$37.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Power Tool Operator, Gas, Electric, Pneumatic	\$37.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Railroad Equipment, Power Driven, Except Dual Mobile	\$37.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Railroad Power Spiker Or Puller, Dual Mobile	\$37.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Remote Equipment Operator	\$37.83	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Remote Equipment Operator (i.e. Compaction And Demolition)	\$37.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Rigger/signal Person	\$37.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Riprap Person	\$37.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Rodder & Spreader	\$37.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Sandblast Tailhoseman	\$37.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Scaffold Erector, Wood Or Steel	\$37.01	<u>7B</u>	<u>1M</u>	

Benton	<u>Laborers</u>	Stake Jumper	\$37.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Structural Mover	\$37.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Tailhoesman (water Nozzle)	\$37.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Timber Bucker & Faller (by Hand)	\$37.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Track Laborer (rr)	\$37.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Traffic Control Laborer	\$34.91	<u>7B</u>	<u>1M</u>	<u>8T</u>
Benton	<u>Laborers</u>	Traffic Control Supervisor	\$35.91	<u>7B</u>	<u>1M</u>	<u>8S</u>
Benton	<u>Laborers</u>	Trencher, Shawnee	\$37.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Trenchless Technology Technician	\$37.55	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Truck Loader	\$37.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Tugger Operator	\$37.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Vibrators, All	\$37.55	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Wagon Drills	\$37.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Water Pipe Liner	\$37.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Welder, Electric, Manual Or Automatic (hdpe Or Similar Pipe And Liner)	\$37.83	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Well-point Person	\$37.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Wheelbarrow, Power Driven	\$37.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers - Underground Sewer & Water</u>	General Laborer & Topman	\$37.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers - Underground Sewer & Water</u>	Pipe Layer	\$37.55	<u>7B</u>	<u>1M</u>	
Benton	<u>Landscape Construction</u>	Irrigation Or Lawn Sprinkler Installers	\$10.13		<u>1</u>	
Benton	<u>Landscape Construction</u>	Landscape Equipment Operators Or Truck Drivers	\$20.17		<u>1</u>	
Benton	<u>Landscape Construction</u>	Landscaping Or Planting Laborers	\$13.56		<u>1</u>	
Benton	<u>Lathers</u>	JOURNEY LEVEL	\$12.41		<u>1</u>	
Benton	<u>Marble Setters</u>	Journey Level	\$46.34	<u>5A</u>	<u>1M</u>	
Benton	<u>Metal Fabrication (In Shop)</u>	Machine Operator	\$10.53		<u>1</u>	
Benton	<u>Metal Fabrication (In Shop)</u>	Painter	\$9.76		<u>1</u>	
Benton	<u>Metal Fabrication (In Shop)</u>	Welder	\$16.70		<u>1</u>	
Benton	<u>Millwright</u>	Journey Level	\$29.22		<u>1</u>	
Benton	<u>Modular Buildings</u>	Journey Level	\$9.47		<u>1</u>	
Benton	<u>Painters</u>	Journey Level	\$30.72	<u>6Z</u>	<u>1W</u>	
Benton	<u>Pile Driver</u>	Journey Level	\$43.79	<u>5A</u>	<u>1B</u>	<u>8N</u>
Benton	<u>Plasterers</u>	Journey Level	\$40.48	<u>7K</u>	<u>1N</u>	
Benton	<u>Playground & Park Equipment Installers</u>	Journey Level	\$9.47		<u>1</u>	
Benton	<u>Plumbers & Pipefitters</u>	Journey Level	\$78.33	<u>6Z</u>	<u>1Q</u>	
Benton	<u>Power Equipment Operators</u>	A-frame Truck (2 Or More Drums)	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	A-frame Truck (single Drum)	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Asphalt Plant Operator	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>

Benton	<u>Power Equipment Operators</u>	Assistant Plant Operator, Fireman Or Pugmixer (asphalt)	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Assistant Refrigeration Plant & Chiller Operator (over 1000 Ton)	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Assistant Refrigeration Plant (under 1000 Ton)	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Automatic Subgrader (ditches & Trimmers)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Backfillers (cleveland & Similar)	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Backhoe & Hoe Ram (under 3/4 Yd.)	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Backhoe (45,000 Gw & Under)	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Backhoe (45,000 Gw To 110,000 Gw)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Backhoe (over 110,000 Gw)	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Backhoes & Hoe Ram (3 Yds & Over)	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Backhoes & Hoe Ram (3/4 Yd. To 3 Yd.)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Bagley Or Stationary Scraper	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Batch & Wet Mix Operator (multiple Units, 2 & Incl. 4)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Batch Plant & Wet Mix Operator, Single Unit (concrete)	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Batch Plant (over 4 Units)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Belt Finishing Machine	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Belt Loader (kocal Or Similar)	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Belt-crete Conveyors With Power Pack Or Similar	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Bending Machine	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Bit Grinders	\$41.01	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Blade (finish & Bluetop), Automatic, Cmi, Abc, Finish Athey & Huber & Similar When Used As Automatic	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Blade Operator (motor Patrol & Attachments)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Blower Operator (cement)	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Boat Operator	\$41.01	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Bob Cat (skid Steer)	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Bolt Threading Machine	\$41.01	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Boom Cats (side)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Boring Machine (earth)	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Boring Machine (Rock Under 8 inch Bit - Quarry Master, Joy Or Similar)	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>		\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>

		Bump Cutter (wayne, Saginaw Or Similar)				
Benton	<u>Power Equipment Operators</u>	Cableway Controller (dispatcher)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Cableway Operators	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Canal Lining Machine (concrete)	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Carrydeck & Boom Truck (under 25 Tons)	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Cement Hog	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Chipper (without Crane) Cleaning & Doping Machine (pipeline)	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Clamshell, Dragline	\$43.91	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Compactor (self-propelled With Blade)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Compressor (2000 Cfm Or Over, 2 Or More, Gas Diesel Or Electric Power)	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Compressors (under 2000 Cfm, Gas, Diesel Or Electric Power)	\$41.01	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Concrete Cleaning / Decontamination Machine Operator	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Concrete Pump Boon Truck	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Concrete Pumps (squeeze-crete, Flow-crete, Whitman & Similar)	\$42.10	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Concrete Saw (multiple Cut)	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Concrete Slip Form Paver	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Conveyor Aggregate Delivery Systems (c.a.d.)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Crane Oiler- Driver (cdl Required) & Cable Tender, Mucking Machine	\$41.01	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Cranes (25 Tons & Under), All Attachments Incl. Clamshell, Dragline	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Cranes (25 Tons To And Including 45 Tons), All Attachments Incl. Clamshell, Dragline	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Cranes (45 Tons To 85 Tons), All Attachments Incl. Clamshell And Dragline	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Cranes (85 Tons & Over) And All Climbing, Overhead, Rail & Tower. All Attachments Incl.	\$43.91	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Crusher Feeder	\$41.01	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Crusher, Grizzle & Screening Plant Operator	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>

Benton	<u>Power Equipment Operators</u>	Curb Extruder (asphalt Or Concrete)	\$42.10	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Deck Engineer	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Deck Hand	\$41.01	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Derricks & Stifflegs (65 Tons & Over)	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Derricks & Stifflegs (under 65 Tons)	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Distributor Leverman	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Ditch Witch Or Similar	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Dope Pots (power Agitated	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Dozer / Tractor (up To D-6 Or Equivalent) And Traxcavator	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Dozer / Tractors (d-6 & Equivalent & Over)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Dozer, 834 R/t & Similar	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Drill Doctor	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Driller Licensed	\$43.91	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Drillers Helper	\$41.01	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Drilling Equipment (8 inch Bit & Over - Robbins, Reverse Circulation & Similar)	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Drills (churn, Core, Calyx Or Diamond)	\$42.10	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Elevating Belt (holland Type)	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Elevating Belt-type Loader (euclid, Barber Green & Similar)	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Elevating Grader-type Loader (dumor, Adams Or Similar)	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Elevator Hoisting Materials	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Equipment Serviceman, Greaser & Oiler	\$42.10	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Fireman & Heater Tender	\$41.01	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Fork Lift Or Lumber Stacker, Hydra-life & Similar	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Generator Plant Engineers (diesel Or Electric)	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Gin Trucks (pipeline)	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Grade Checker	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Gunite Combination Mixer & Compressor	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	H.d. Mechanic	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	H.d. Welder	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Heavy Equipment Robotics Operator	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Helicopter Pilot	\$43.91	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Helper, Mechanic Or Welder, H.D	\$41.01	<u>7B</u>	<u>1M</u>	<u>8D</u>

Benton	<u>Power Equipment Operators</u>	Hoe Ram	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Hoist (2 Or More Drums Or Tower Hoist)	\$42.10	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Hoist, Single Drum	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Hydraulic Platform Trailers (goldhofer, Shaurerly And Similar)	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Hydro-seeder, Mulcher, Nozzleman	\$41.01	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Lime Batch Tank Operator (recycle Train)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Lime Brain Operator (recycle Train)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Loader (360 Degrees Revolving Koehring Scooper Or Similar)	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Loader Operator (front-end & Overhead, 4 Yds. Incl. 8 Yds.)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Loaders (bucket Elevators And Conveyors)	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Loaders (overhead & Front-end, Over 8 Yds. To 10 Yds.)	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Loaders (overhead & Front-end, Under 4 Yds.. R/t)	\$42.10	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Loaders (overhead And Front-end, 10 Yds. & Over)	\$43.91	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Locomotive Engineer	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Longitudinal Float	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Master Environmental Maintenance Technician	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Mixer (portable - Concrete)	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Mixermobile	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Mobile Crusher Operator (recycle Train)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Mucking Machine	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Multiple Dozer Units With Single Blade	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Pavement Breaker, Hydra-hammer & Similar	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Paving (dual Drum)	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Paving Machine (asphalt And Concrete)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Piledriving Engineers	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Plant Oiler	\$41.01	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Posthole Auger Or Punch	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Power Broom	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Pump (grout Or Jet)	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Pumpman	\$41.01	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Quad-track Or Similar Equipment	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>

Benton	<u>Power Equipment Operators</u>	Railroad Ballast Regulation Operator (self-propelled)	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Railroad Power Tamper Operator (self-propelled)	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Railroad Tamper Jack Operator (self-propelled)	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Railroad Track Liner Operator (self-propelled)	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Refrigeration Plant Engineer (1000 Tons & Over)	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Refrigeration Plant Engineer (under 1000 Ton)	\$42.10	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Rollerman (finishing Asphalt Pavement)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Rollers, All Types On Subgrade, Including Seal And Chip Coating (farm Type, Case, John Deere And Similar, or Compacting Vibrator), Except When Pulled B	\$41.01	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Roto Mill (pavement Grinder)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Rotomill Groundsman	\$42.10	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Rubber-tired Scrapers (multiple Engine With Three Or More Scrapers)	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Rubber-tired Skidders (r/t With Or Without Attachments)	\$42.10	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Scrapers, All, Rubber-tired	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Screed Operator	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Shovels (3 Yds. & Over)	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Shovels (under 3 Yds.)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Signalman (whirleys, Highline, Hammerheads Or Similar)	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Soil Stabilizer (p & H Or Similar)	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Spray Curing Machine (concrete)	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Spreader Box (self-propelled)	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Spreader Machine	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Steam Cleaner	\$41.01	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Straddle Buggy (ross & Similar On Construction Job Only)	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Surface Heater & Planer Machine	\$42.10	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Tractor (farm Type R/t With Attachments, Except Backhoe)	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Traverse Finish Machine	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Trenching Machines (7 Ft. Depth & Over)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>

Benton	<u>Power Equipment Operators</u>	Trenching Machines (under 7 Ft. Depth Capacity)	\$42.10	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Tug Boat Operator	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Tugger Operator	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Turnhead (with Re-screening)	\$42.10	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Turnhead Operator	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Ultra High Pressure Waterjet Cutting Tool System Operator, (30,000 Psi)	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Vactor Guzzler, Super Sucker	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Vacuum Blasting Machine Operator	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Vacuum Drill (reverse Circulation Drill Under 8" Bit)	\$42.10	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Welding Machine	\$41.01	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Whirleys & Hammerheads, All	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators-Underground Sewer & Water</u>	A-frame Truck (2 Or More Drums)	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators-Underground Sewer & Water</u>	A-frame Truck (single Drum)	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators-Underground Sewer & Water</u>	Asphalt Plant Operator	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators-Underground Sewer & Water</u>	Assistant Plant Operator, Fireman Or Pugmixer (asphalt)	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators-Underground Sewer & Water</u>	Assistant Refrigeration Plant & Chiller Operator (over 1000 Ton)	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators-Underground Sewer & Water</u>	Assistant Refrigeration Plant (under 1000 Ton)	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators-Underground Sewer & Water</u>	Automatic Subgrader (ditches & Trimmers)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators-Underground Sewer & Water</u>	Backfillers (cleveland & Similar)	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators-Underground Sewer & Water</u>	Backhoe & Hoe Ram (under 3/4 Yd.)	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators-Underground Sewer & Water</u>	Backhoe (45,000 Gw & Under)	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators-Underground Sewer & Water</u>	Backhoe (45,000 Gw To 110,000 Gw)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators-Underground Sewer & Water</u>	Backhoe (over 110,000 Gw)	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators-Underground Sewer & Water</u>	Backhoes & Hoe Ram (3 Yds & Over)	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators-Underground Sewer & Water</u>	Backhoes & Hoe Ram (3/4 Yd. To 3 Yd.)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators-Underground Sewer & Water</u>	Bagley Or Stationary Scraper	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators-Underground Sewer & Water</u>	Batch & Wet Mix Operator (multiple Units, 2 & Incl. 4)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton			\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>

	<u>Power Equipment Operators- Underground Sewer & Water</u>	Batch Plant & Wet Mix Operator, Single Unit (concrete)				
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Batch Plant (over 4 Units)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Belt Finishing Machine	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Belt Loader (kocal Or Similar)	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Belt-crete Conveyors With Power Pack Or Similar	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Bending Machine	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Bit Grinders	\$41.01	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Blade (finish & Bluetop), Automatic, Cmi, Abc, Finish Athey & Huber & Similar When Used As Automatic	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Blade Operator (motor Patrol & Attachments)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Blower Operator (cement)	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Boat Operator	\$41.01	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Bob Cat (skid Steer)	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Bolt Threading Machine	\$41.01	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Boom Cats (side)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Boring Machine (earth)	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Boring Machine (Rock Under 8 inch Bit - Quarry Master, Joy Or Similar)	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Bump Cutter (wayne, Saginaw Or Similar)	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Cableway Controller (dispatcher)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Cableway Operators	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Canal Lining Machine (concrete)	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Carrydeck & Boom Truck (under 25 Tons)	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Cement Hog	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Chipper (without Crane) Cleaning & Doping Machine (pipeline)	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton		Clamshell, Dragline	\$43.91	<u>7B</u>	<u>1M</u>	<u>8D</u>

	<u>Power Equipment Operators- Underground Sewer & Water</u>					
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Compactor (self-propelled With Blade)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Compressor (2000 Cfm Or Over, 2 Or More, Gas Diesel Or Electric Power)	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Compressors (under 2000 Cfm, Gas, Diesel Or Electric Power)	\$41.01	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Concrete Cleaning / Decontamination Machine Operator	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Concrete Pump Boon Truck	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Concrete Pumps (squeeze- crete, Flow-crete, Whitman & Similar)	\$42.10	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Concrete Saw (multiple Cut)	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Concrete Slip Form Paver	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Conveyor Aggregate Delivery Systems (c.a.d.)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Crane Oiler- Driver (cdl Required) & Cable Tender, Mucking Machine	\$41.01	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Cranes (25 Tons & Under), All Attachments Incl. Clamshell, Dragline	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Cranes (25 Tons To And Including 45 Tons), All Attachments Incl. Clamshell, Dragline	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Cranes (45 Tons To 85 Tons), All Attachments Incl. Clamshell And Dragline	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Cranes (85 Tons & Over) And All Climbing, Overhead, Rail & Tower. All Attachments Incl.	\$43.91	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Crusher Feeder	\$41.01	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Crusher, Grizzle & Screening Plant Operator	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Curb Extruder (asphalt Or Concrete)	\$42.10	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Deck Engineer	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Deck Hand	\$41.01	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Derricks & Stifflegs (65 Tons & Over)	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton			\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>

	<u>Power Equipment Operators- Underground Sewer & Water</u>	Derricks & Stifflegs (under 65 Tons)				
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Distributor Leverman	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Ditch Witch Or Similar	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Dope Pots (power Agitated	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Dozer / Tractor (up To D-6 Or Equivalent) And Traxcavator	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Dozer / Tractors (d-6 & Equivalent & Over)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Dozer, 834 R/t & Similar	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Drill Doctor	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Driller Licensed	\$43.91	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Drillers Helper	\$41.01	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Drilling Equipment (8 inch Bit & Over - Robbins, Reverse Circulation & Similar)	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Drills (churn, Core, Calyx Or Diamond)	\$42.10	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Elevating Belt (holland Type)	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Elevating Belt-type Loader (euclid, Barber Green & Similar)	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Elevating Grader-type Loader (dumor, Adams Or Similar)	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Elevator Hoisting Materials	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Equipment Serviceman, Greaser & Oiler	\$42.10	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Fireman & Heater Tender	\$41.01	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Fork Lift Or Lumber Stacker, Hydra-life & Similar	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Generator Plant Engineers (diesel Or Electric)	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Gin Trucks (pipeline)	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Grade Checker	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Gunite Combination Mixer & Compressor	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	H.d. Mechanic	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton		H.d. Welder	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>

	<u>Power Equipment Operators- Underground Sewer & Water</u>					
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Heavy Equipment Robotics Operator	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Helicopter Pilot	\$43.91	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Helper, Mechanic Or Welder, H.D	\$41.01	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Hoe Ram	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Hoist (2 Or More Drums Or Tower Hoist)	\$42.10	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Hoist, Single Drum	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Hydraulic Platform Trailers (goldhofer, Shaurerly And Similar)	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Hydro-seeder, Mulcher, Nozzleman	\$41.01	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Lime Batch Tank Operator (recycle Train)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Lime Brain Operator (recycle Train)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Loader (360 Degrees Revolving Koehring Scooper Or Similar)	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Loader Operator (front-end & Overhead, 4 Yds. Incl. 8 Yds.)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Loaders (bucket Elevators And Conveyors)	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Loaders (overhead & Front-end, Over 8 Yds. To 10 Yds.)	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Loaders (overhead & Front-end, Under 4 Yds.. R/t)	\$42.10	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Loaders (overhead And Front-end, 10 Yds. & Over)	\$43.91	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Locomotive Engineer	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Longitudinal Float	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Master Environmental Maintenance Technician	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Mixer (portable - Concrete)	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Mixermobile	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Mobile Crusher Operator (recycle Train)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Mucking Machine	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Multiple Dozer Units With Single Blade	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>

Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Pavement Breaker, Hydra-hammer & Similar	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Paving (dual Drum)	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Paving Machine (asphalt And Concrete)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Piledriving Engineers	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Plant Oiler	\$41.01	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Posthole Auger Or Punch	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Power Broom	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Pump (grout Or Jet)	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Pumpman	\$41.01	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Quad-track Or Similar Equipment	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Railroad Ballast Regulation Operator (self-propelled)	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Railroad Power Tamper Operator (self-propelled)	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Railroad Tamper Jack Operator (self-propelled)	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Railroad Track Liner Operator (self-propelled)	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Refrigeration Plant Engineer (1000 Tons & Over)	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Refrigeration Plant Engineer (under 1000 Ton)	\$42.10	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Rollerman (finishing Asphalt Pavement)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Rollers, All Types On Subgrade, Including Seal And Chip Coating (farm Type, Case, John Deere And Similar, or Compacting Vibrator), Except When Pulled B	\$41.01	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Roto Mill (pavement Grinder)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Rotomill Groundsman	\$42.10	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Rubber-tired Scrapers (multiple Engine With Three Or More Scrapers)	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Rubber-tired Skidders (r/t With Or Without Attachments)	\$42.10	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Scrapers, All, Rubber-tired	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>

Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Screed Operator	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Shovels (3 Yds. & Over)	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Shovels (under 3 Yds.)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Signalman (whirleys, Highline, Hammerheads Or Similar)	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Soil Stabilizer (p & H Or Similar)	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Spray Curing Machine (concrete)	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Spreader Box (self-propelled)	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Spreader Machine	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Steam Cleaner	\$41.01	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Straddle Buggy (ross & Similar On Construction Job Only)	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Surface Heater & Planer Machine	\$42.10	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Tractor (farm Type R/t With Attachments, Except Backhoe)	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Traverse Finish Machine	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Trenching Machines (7 Ft. Depth & Over)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Trenching Machines (under 7 Ft. Depth Capacity)	\$42.10	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Tug Boat Operator	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Tugger Operator	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Turnhead (with Re-screening)	\$42.10	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Turnhead Operator	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Ultra High Pressure Waterjet Cutting Tool System Operator, (30,000 Psi)	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Vactor Guzzler, Super Sucker	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Vacuum Blasting Machine Operator	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Vacuum Drill (reverse Circulation Drill Under 8" Bit)	\$42.10	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Welding Machine	\$41.01	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Whirleys & Hammerheads, All	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>

Benton	<u>Power Line Clearance Tree Trimmers</u>	Journey Level In Charge	\$47.08	<u>5A</u>	<u>4A</u>
Benton	<u>Power Line Clearance Tree Trimmers</u>	Spray Person	\$44.64	<u>5A</u>	<u>4A</u>
Benton	<u>Power Line Clearance Tree Trimmers</u>	Tree Equipment Operator	\$47.08	<u>5A</u>	<u>4A</u>
Benton	<u>Power Line Clearance Tree Trimmers</u>	Tree Trimmer	\$42.01	<u>5A</u>	<u>4A</u>
Benton	<u>Power Line Clearance Tree Trimmers</u>	Tree Trimmer Groundperson	\$31.65	<u>5A</u>	<u>4A</u>
Benton	<u>Refrigeration & Air Conditioning Mechanics</u>	Journey Level	\$31.16		<u>1</u>
Benton	<u>Residential Brick Mason</u>	Journey Level	\$46.34	<u>5A</u>	<u>1M</u>
Benton	<u>Residential Carpenters</u>	Journey Level	\$20.00		<u>1</u>
Benton	<u>Residential Cement Masons</u>	Journey Level	\$40.80	<u>7B</u>	<u>1N</u>
Benton	<u>Residential Drywall Applicators</u>	Journey Level	\$18.16		<u>1</u>
Benton	<u>Residential Drywall Tapers</u>	Journey Level	\$17.00		<u>1</u>
Benton	<u>Residential Electricians</u>	Journey Level	\$29.14	<u>5A</u>	<u>1E</u>
Benton	<u>Residential Glaziers</u>	Journey Level	\$13.25		<u>1</u>
Benton	<u>Residential Insulation Applicators</u>	Journey Level	\$15.87		<u>1</u>
Benton	<u>Residential Laborers</u>	Journey Level	\$20.00		<u>1</u>
Benton	<u>Residential Marble Setters</u>	Journey Level	\$46.34	<u>5A</u>	<u>1M</u>
Benton	<u>Residential Painters</u>	Journey Level	\$17.47		<u>1</u>
Benton	<u>Residential Plumbers & Pipefitters</u>	Journey Level	\$25.05		<u>1</u>
Benton	<u>Residential Refrigeration & Air Conditioning Mechanics</u>	Journey Level	\$9.47		<u>1</u>
Benton	<u>Residential Sheet Metal Workers</u>	Journey Level (Field or Shop)	\$41.28	<u>5A</u>	<u>1X</u>
Benton	<u>Residential Soft Floor Layers</u>	Journey Level	\$23.11	<u>5A</u>	<u>1N</u>
Benton	<u>Residential Sprinkler Fitters (Fire Protection)</u>	Journey Level	\$9.47		<u>1</u>
Benton	<u>Residential Stone Masons</u>	Journey Level	\$46.34	<u>5A</u>	<u>1M</u>
Benton	<u>Residential Terrazzo Workers</u>	Journey Level	\$9.47		<u>1</u>
Benton	<u>Residential Terrazzo/Tile Finishers</u>	Journey Level	\$9.47		<u>1</u>
Benton	<u>Residential Tile Setters</u>	Journey Level	\$9.47		<u>1</u>
Benton	<u>Roofers</u>	Journey Level	\$20.85		<u>1</u>
Benton	<u>Sheet Metal Workers</u>	Journey Level (Field or Shop)	\$56.06	<u>5A</u>	<u>1X</u>
Benton	<u>Sign Makers & Installers (Electrical)</u>	Journey Level	\$14.65		<u>1</u>
Benton	<u>Sign Makers & Installers (Non-Electrical)</u>	Journey Level	\$14.65		<u>1</u>
Benton	<u>Soft Floor Layers</u>	Journey Level	\$43.35	<u>7E</u>	<u>4F</u>
Benton	<u>Solar Controls For Windows</u>	Journey Level	\$9.47		<u>1</u>
Benton	<u>Sprinkler Fitters (Fire Protection)</u>	Journey Level	\$53.00	<u>7J</u>	<u>1R</u>

Benton	<u>Stage Rigging Mechanics (Non Structural)</u>	Journey Level	\$13.23		<u>1</u>	
Benton	<u>Stone Masons</u>	Journey Level	\$46.34	<u>5A</u>	<u>1M</u>	
Benton	<u>Street And Parking Lot Sweeper Workers</u>	Journey Level	\$14.00		<u>1</u>	
Benton	<u>Surveyors</u>	All Classifications	\$24.27	<u>Null</u>	<u>1</u>	
Benton	<u>Telecommunication Technicians</u>	Journey Level	\$17.39		<u>1</u>	
Benton	<u>Telephone Line Construction - Outside</u>	Cable Splicer	\$37.60	<u>5A</u>	<u>2B</u>	
Benton	<u>Telephone Line Construction - Outside</u>	Hole Digger/Ground Person	\$20.79	<u>5A</u>	<u>2B</u>	
Benton	<u>Telephone Line Construction - Outside</u>	Installer (Repairer)	\$36.02	<u>5A</u>	<u>2B</u>	
Benton	<u>Telephone Line Construction - Outside</u>	Special Aparatus Installer I	\$37.60	<u>5A</u>	<u>2B</u>	
Benton	<u>Telephone Line Construction - Outside</u>	Special Apparatus Installer II	\$36.82	<u>5A</u>	<u>2B</u>	
Benton	<u>Telephone Line Construction - Outside</u>	Telephone Equipment Operator (Heavy)	\$37.60	<u>5A</u>	<u>2B</u>	
Benton	<u>Telephone Line Construction - Outside</u>	Telephone Equipment Operator (Light)	\$34.94	<u>5A</u>	<u>2B</u>	
Benton	<u>Telephone Line Construction - Outside</u>	Telephone Lineperson	\$34.93	<u>5A</u>	<u>2B</u>	
Benton	<u>Telephone Line Construction - Outside</u>	Television Groundperson	\$19.73	<u>5A</u>	<u>2B</u>	
Benton	<u>Telephone Line Construction - Outside</u>	Television Lineperson/Installer	\$26.31	<u>5A</u>	<u>2B</u>	
Benton	<u>Telephone Line Construction - Outside</u>	Television System Technician	\$31.50	<u>5A</u>	<u>2B</u>	
Benton	<u>Telephone Line Construction - Outside</u>	Television Technician	\$28.23	<u>5A</u>	<u>2B</u>	
Benton	<u>Telephone Line Construction - Outside</u>	Tree Trimmer	\$34.93	<u>5A</u>	<u>2B</u>	
Benton	<u>Terrazzo Workers</u>	Journey Level	\$39.42	<u>5A</u>	<u>1M</u>	
Benton	<u>Tile Setters</u>	Journey Level	\$39.42	<u>5A</u>	<u>1M</u>	
Benton	<u>Tile, Marble & Terrazzo Finishers</u>	Journey Level	\$32.20	<u>5A</u>	<u>1M</u>	
Benton	<u>Traffic Control Stripers</u>	Journey Level	\$44.35	<u>7A</u>	<u>1K</u>	
Benton	<u>Truck Drivers</u>	Asphalt Mix Over 20 Yards (E. WA-690)	\$43.09	<u>5D</u>	<u>1V</u>	<u>8M</u>
Benton	<u>Truck Drivers</u>	Asphalt Mix To 20 Yards (E. WA - 690)	\$43.09	<u>5D</u>	<u>1V</u>	<u>8M</u>
Benton	<u>Truck Drivers</u>	Dump Truck & Trailer (E.WA-690)	\$43.09	<u>5D</u>	<u>1V</u>	<u>8M</u>
Benton	<u>Truck Drivers</u>	Dump Truck (E.WA-690)	\$43.09	<u>5D</u>	<u>1V</u>	<u>8M</u>
Benton	<u>Truck Drivers</u>	Other Trucks (E.WA-690)	\$42.98	<u>5D</u>	<u>1V</u>	<u>8M</u>
Benton	<u>Truck Drivers</u>	Transit Mixer	\$33.90		<u>1</u>	
Benton	<u>Well Drillers & Irrigation Pump Installers</u>	Irrigation Pump Installer	\$11.15		<u>1</u>	

Benton	Well Drillers & Irrigation Pump Installers	Oiler	\$9.47		<u>1</u>	
Benton	Well Drillers & Irrigation Pump Installers	Well Driller	\$18.00		<u>1</u>	

Washington State Department of Labor and Industries
Policy Statement
(Regarding the Production of "Standard" or "Non-standard" Items)

Below is the department's (State L&I's) list of criteria to be used in determining whether a prefabricated item is "standard" or "non-standard". For items not appearing on WSDOT's predetermined list, these criteria shall be used by the Contractor (and the Contractor's subcontractors, agents to subcontractors, suppliers, manufacturers, and fabricators) to determine coverage under RCW 39.12. The production, in the State of Washington, of non-standard items is covered by RCW 39.12, and the production of standard items is not. The production of any item outside the State of Washington is not covered by RCW 39.12.

1. Is the item fabricated for a public works project? If not, it is not subject to RCW 39.12. If it is, go to question 2.

2. Is the item fabricated on the public works jobsite? If it is, the work is covered under RCW 39.12. If not, go to question 3.

3. Is the item fabricated in an assembly/fabrication plant set up for, and dedicated primarily to, the public works project? If it is, the work is covered by RCW 39.12. If not, go to question 4.

4. Does the item require any assembly, cutting, modification or other fabrication by the supplier? If not, the work is not covered by RCW 39.12. If yes, go to question 5.

5. Is the prefabricated item intended for the public works project typically an inventory item which could reasonably be sold on the general market? If not, the work is covered by RCW 39.12. If yes, go to question 6.

6. Does the specific prefabricated item, generally defined as standard, have any unusual characteristics such as shape, type of material, strength requirements, finish, etc? If yes, the work is covered under RCW 39.12.

Any firm with questions regarding the policy, WSDOT's Predetermined List, or for determinations of covered and non-covered workers shall be directed to State L&I at (360) 902-5330.

**WSDOT's
Predetermined List for
Suppliers - Manufactures - Fabricator**

Below is a list of potentially prefabricated items, originally furnished by WSDOT to Washington State Department of Labor and Industries, that may be considered non-standard and therefore covered by the prevailing wage law, RCW 39.12. Items marked with an X in the "YES" column should be considered to be non-standard and therefore covered by RCW 39.12. Items marked with an X in the "NO" column should be considered to be standard and therefore not covered. Of course, exceptions to this general list may occur, and in that case shall be evaluated according to the criteria described in State and L&I's policy statement.

ITEM DESCRIPTION	YES	NO
1. Metal rectangular frames, solid metal covers, herringbone grates, and bi-directional vaned grates for Catch Basin Types 1, 1L, 1P, and 2 and Concrete Inlets. See Std. Plans		X
2. Metal circular frames (rings) and covers, circular grates, and prefabricated ladders for Manhole Types 1, 2, and 3, Drywell Types 1, 2, and 3 and Catch Basin Type 2. See Std. Plans		X
3. Prefabricated steel grate supports and welded grates, metal frames and dual vaned grates, and Type 1, 2, and 3 structural tubing grates for Drop Inlets. See Std. Plans.		X
4. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes smaller than 60 inch diameter.		X
5. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes larger than 60 inch diameter.		X
6. Corrugated Steel Pipe - Steel lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, 1 thru 5.		X
7. Corrugated Aluminum Pipe - Aluminum lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, #5.		X

ITEM DESCRIPTION	YES	NO
8. Anchor Bolts & Nuts - Anchor Bolts and Nuts, for mounting sign structures, luminaries and other items, shall be made from commercial bolt stock. See Contract Plans and Std. Plans for size and material type.		X
9. Aluminum Pedestrian Handrail - Pedestrian handrail conforming to the type and material specifications set forth in the contract plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).	X	
10. Major Structural Steel Fabrication - Fabrication of major steel items such as trusses, beams, girders, etc., for bridges.	X	
11. Minor Structural Steel Fabrication - Fabrication of minor steel Items such as special hangers, brackets, access doors for structures, access ladders for irrigation boxes, bridge expansion joint systems, etc., involving welding, cutting, punching and/or boring of holes. See Contract Plans for item description and shop drawings.	X	
12. Aluminum Bridge Railing Type BP - Metal bridge railing conforming to the type and material specifications set forth in the Contract Plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).		X
13. Concrete Piling--Precast-Prestressed concrete piling for use as 55 and 70 ton concrete piling. Concrete to conform to Section 9-19.1 of Std. Spec..	X	
14. Precast Manhole Types 1, 2, and 3 with cones, adjustment sections and flat top slabs. See Std. Plans.		X
15. Precast Drywell Types 1, 2, and with cones and adjustment Sections. See Std. Plans.		X
16. Precast Catch Basin - Catch Basin type 1, 1L, 1P, and 2 With adjustment sections. See Std. Plans.		X

ITEM DESCRIPTION	YES	NO
17. Precast Concrete Inlet - with adjustment sections, See Std. Plans		X
18. Precast Drop Inlet Type 1 and 2 with metal grate supports. See Std. Plans.		X
19. Precast Grate Inlet Type 2 with extension and top units. See Std. Plans		X
20. Metal frames, vaned grates, and hoods for Combination Inlets. See Std. Plans		X
21. Precast Concrete Utility Vaults - Precast Concrete utility vaults of various sizes. Used for in ground storage of utility facilities and controls. See Contract Plans for size and construction requirements. Shop drawings are to be provided for approval prior to casting		X
22. Vault Risers - For use with Valve Vaults and Utilities X Vaults.		X
23. Valve Vault - For use with underground utilities. See Contract Plans for details.		X
24. Precast Concrete Barrier - Precast Concrete Barrier for use as new barrier or may also be used as Temporary Concrete Barrier. Only new state approved barrier may be used as permanent barrier.		X
25. Reinforced Earth Wall Panels – Reinforced Earth Wall Panels in size and shape as shown in the Plans. Fabrication plant has annual approval for methods and materials to be used. See Shop Drawing. Fabrication at other locations may be approved, after facilities inspection, contact HQ. Lab.	X	
26. Precast Concrete Walls - Precast Concrete Walls - tilt-up wall panel in size and shape as shown in Plans. Fabrication plant has annual approval for methods and materials to be used	X	

ITEM DESCRIPTION	YES	NO
27. Precast Railroad Crossings - Concrete Crossing Structure Slabs.	X	
28. 12, 18 and 26 inch Standard Precast Prestressed Girder – Standard Precast Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
29. Prestressed Concrete Girder Series 4-14 - Prestressed Concrete Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
30. Prestressed Tri-Beam Girder - Prestressed Tri-Beam Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
31. Prestressed Precast Hollow-Core Slab – Precast Prestressed Hollow-core slab for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A.	X	
32. Prestressed-Bulb Tee Girder - Bulb Tee Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
33. Monument Case and Cover See Std. Plan.		X

ITEM DESCRIPTION	YES	NO
34. Cantilever Sign Structure - Cantilever Sign Structure fabricated from steel tubing meeting AASHTO-M-183. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	X	
35. Mono-tube Sign Structures - Mono-tube Sign Bridge fabricated to details shown in the Plans. Shop drawings for approval are required prior to fabrication.	X	
36. Steel Sign Bridges - Steel Sign Bridges fabricated from steel tubing meeting AASHTO-M-138 for Aluminum Alloys. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	X	
37. Steel Sign Post - Fabricated Steel Sign Posts as detailed in Std Plans. Shop drawings for approval are to be provided prior to fabrication		X
38. Light Standard-Prestressed - Spun, prestressed, hollow concrete poles.	X	
39. Light Standards - Lighting Standards for use on highway illumination systems, poles to be fabricated to conform with methods and materials as specified on Std. Plans. See Special Provisions for pre-approved drawings.	X	
40. Traffic Signal Standards - Traffic Signal Standards for use on highway and/or street signal systems. Standards to be fabricated to conform with methods and material as specified on Std. Plans. See Special Provisions for pre-approved drawings	X	
41. Precast Concrete Sloped Mountable Curb (Single and DualFaced) See Std. Plans.		X

ITEM DESCRIPTION	YES	NO
42. Traffic Signs - Prior to approval of a Fabricator of Traffic Signs, the sources of the following materials must be submitted and approved for reflective sheeting, legend material, and aluminum sheeting. NOTE: *** Fabrication inspection required. Only signs tagged "Fabrication Approved" by WSDOT Sign Fabrication Inspector to be installed	X	X
	Custom Message	Std Signing Message
43. Cutting & bending reinforcing steel		X
44. Guardrail components	X	X
	Custom End Sec	Standard Sec
45. Aggregates/Concrete mixes	Covered by WAC 296-127-018	
46. Asphalt	Covered by WAC 296-127-018	
47. Fiber fabrics		X
48. Electrical wiring/components		X
49. treated or untreated timber pile		X
50. Girder pads (elastomeric bearing)	X	
51. Standard Dimension lumber		X
52. Irrigation components		X

ITEM DESCRIPTION	YES	NO
53. Fencing materials		X
54. Guide Posts		X
55. Traffic Buttons		X
56. Epoxy		X
57. Cribbing		X
58. Water distribution materials		X
59. Steel "H" piles		X
60. Steel pipe for concrete pile casings		X
61. Steel pile tips, standard		X
62. Steel pile tips, custom	X	

Prefabricated items specifically produced for public works projects that are prefabricated in a county other than the county wherein the public works project is to be completed, the wage for the offsite prefabrication shall be the applicable prevailing wage for the county in which the actual prefabrication takes place.

It is the manufacturer of the prefabricated product to verify that the correct county wage rates are applied to work they perform.

See RCW [39.12.010](#)

(The definition of "locality" in RCW [39.12.010\(2\)](#) contains the phrase "wherein the physical work is being performed." The department interprets this phrase to mean the actual work site.

WSDOT's List of State Occupations not applicable to Heavy and Highway Construction Projects

This project is subject to the state hourly minimum rates for wages and fringe benefits in

the contract provisions, as provided by the state Department of Labor and Industries. The following list of occupations, is comprised of those occupations that are not normally used in the construction of heavy and highway projects. When considering job classifications for use and / or payment when bidding on, or building heavy and highway construction projects for, or administered by WSDOT, these Occupations will be excepted from the included "Washington State Prevailing Wage Rates For Public Work Contracts" documents.

- Building Service Employees
- Electrical Fixture Maintenance Workers
- Electricians - Motor Shop
- Heating Equipment Mechanics
- Industrial Engine and Machine Mechanics
- Industrial Power Vacuum Cleaners
- Inspection, Cleaning, Sealing of Water Systems by Remote Control
- Laborers - Underground Sewer & Water
- Machinists (Hydroelectric Site Work)
- Modular Buildings
- Playground & Park Equipment Installers
- Power Equipment Operators - Underground Sewer & Water
- Residential *** ALL ASSOCIATED RATES ***
- Sign Makers and Installers (Non-Electrical)
- Sign Makers and Installers (Electrical)
- Stage Rigging Mechanics (Non Structural)

The following occupations may be used only as outlined in the preceding text concerning "WSDOT's list for Suppliers - Manufacturers - Fabricators"

- Fabricated Precast Concrete Products
- Metal Fabrication (In Shop)

Definitions for the Scope of Work for prevailing wages may be found at the Washington State Department of Labor and Industries web site and in WAC Chapter 296-127.

Washington State Department of Labor and Industries
Policy Statements
(Regarding Production and Delivery of Gravel, Concrete, Asphalt, etc.)

WAC 296-127-018 Agency filings affecting this section

Coverage and exemptions of workers involved in the production and delivery of gravel, concrete, asphalt, or similar materials.

(1) The materials covered under this section include but are not limited to: Sand, gravel, crushed rock, concrete, asphalt, or other similar materials.

(2) All workers, regardless of by whom employed, are subject to the provisions of chapter 39.12 RCW when they perform any or all of the following functions:

(a) They deliver or discharge any of the above-listed materials to a public works project site:

(i) At one or more point(s) directly upon the location where the material will be incorporated into the project; or

(ii) At multiple points at the project; or

(iii) Adjacent to the location and coordinated with the incorporation of those materials.

(b) They wait at or near a public works project site to perform any tasks subject to this section of the rule.

(c) They remove any materials from a public works construction site pursuant to contract requirements or specifications (e.g., excavated materials, materials from demolished structures, clean-up materials, etc.).

(d) They work in a materials production facility (e.g., batch plant, borrow pit, rock quarry, etc.) which is established for a public works project for the specific, but not necessarily exclusive, purpose of supplying materials for the project.

(e) They deliver concrete to a public works site regardless of the method of incorporation.

(f) They assist or participate in the incorporation of any materials into the public works project.

(3) All travel time that relates to the work covered under subsection (2) of this section requires the payment of prevailing wages. Travel time includes time spent waiting to load, loading, transporting, waiting to unload, and delivering materials. Travel time would include all time spent in travel in support of a public works project whether the vehicle is empty or full. For example, travel time spent returning to a supply source to obtain another load of material for use on a public works site or returning to the public works site to obtain another load of excavated material is time spent in travel that is subject to prevailing wage. Travel to a supply source, including travel from a public works site, to obtain materials for use on a private project would not be travel subject to the prevailing wage.

(4) Workers are not subject to the provisions of chapter 39.12 RCW when they deliver materials to a stockpile.

(a) A "stockpile" is defined as materials delivered to a pile located away from the site of incorporation such that the stockpiled materials must be physically moved from the stockpile and transported to another location on the project site in order to be incorporated into the project.

(b) A stockpile does not include any of the functions described in subsection (2)(a) through (f) of this section; nor does a stockpile include materials delivered or distributed to multiple locations upon the project site; nor does a stockpile include materials dumped at the place of incorporation, or adjacent to the location and coordinated with the incorporation.

(5) The applicable prevailing wage rate shall be determined by the locality in which the work is performed. Workers subject to subsection (2)(d) of this section, who produce such materials at an off-site facility shall be paid the applicable prevailing wage rates for the county in which the off-site facility is located. Workers subject to subsection (2) of this section, who deliver such materials to a public works project site shall be paid the applicable prevailing wage rates for the county in which the public works project is located.

[Statutory Authority: Chapter 39.12 RCW, RCW 43.22.051 and 43.22.270. 08-24-101, § 296-127-018, filed 12/2/08, effective 1/2/09. Statutory Authority: Chapters 39.04 and 39.12 RCW and RCW 43.22.270. 92-01-104 and 92-08-101, § 296-127-018, filed 12/18/91 and 4/1/92, effective 8/31/92.]

Benefit Code Key – Effective 8/31/2016 thru 3/2/2017

Overtime Codes

Overtime calculations are based on the hourly rate actually paid to the worker. On public works projects, the hourly rate must be not less than the prevailing rate of wage minus the hourly rate of the cost of fringe benefits actually provided for the worker.

1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - D. The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
 - G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a four-ten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.
 - J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.
 - K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
 - M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - N. All hours worked on Saturdays (except makeup days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Benefit Code Key – Effective 8/31/2016 thru 3/2/2017

Overtime Codes Continued

1. O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.
- P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.
- R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.
- S. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays and all other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
- U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
- V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.
- W. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer)) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.
- Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.
- Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.

Overtime Codes Continued

2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
 - C. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at two times the hourly rate of wage.
 - F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
 - G. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
 - H. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
 - O. All hours worked on Sundays and holidays shall be paid at one and one-half times the hourly rate of wage.
 - R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.
 - U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.
 - W. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The first eight (8) hours worked on the fifth day shall be paid at one and one-half times the hourly rate of wage. All other hours worked on the fifth, sixth, and seventh days and on holidays shall be paid at double the hourly rate of wage.
3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- A. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. Hours worked over twelve hours (12) in a single shift and all work performed after 6:00 pm Saturday to 6:00 am Monday and holidays shall be paid at double the straight time rate of pay. Any shift starting between the hours of 6:00 pm and midnight shall receive an additional one dollar (\$1.00) per hour for all hours worked that shift. The employer shall have the sole discretion to assign overtime work to employees. Primary consideration for overtime work shall be given to employees regularly assigned to the work to be performed on overtime situations. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
 - C. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays shall be paid at double the hourly rate of wage. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

Overtime Codes Continued

3.
 - D. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 15% over the hourly rate of wage. All other hours worked after 6:00 am on Saturdays, shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - E. All hours worked Sundays and holidays shall be paid at double the hourly rate of wage. Each week, once 40 hours of straight time work is achieved, then any hours worked over 10 hours per day Monday through Saturday shall be paid at double the hourly wage rate.
 - F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
 - H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
 - I. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. In the event the job is down due to weather conditions during a five day work week (Monday through Friday,) or a four day-ten hour work week (Tuesday through Friday,) then Saturday may be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
 - B. All hours worked over twelve (12) hours per day and all hours worked on holidays shall be paid at double the hourly rate of wage.
 - C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.

Overtime Codes Continued

4. D. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturday, Sundays and holidays shall be paid at double the hourly rate of pay. Rates include all members of the assigned crew.

EXCEPTION:

On all multipole structures and steel transmission lines, switching stations, regulating, capacitor stations, generating plants, industrial plants, associated installations and substations, except those substations whose primary function is to feed a distribution system, will be paid overtime under the following rates:

The first two (2) hours after eight (8) regular hours Monday through Friday of overtime on a regular workday, shall be paid at one and one-half times the hourly rate of wage. All hours in excess of ten (10) hours will be at two (2) times the hourly rate of wage. The first eight (8) hours worked on Saturday will be paid at one and one-half (1-1/2) times the hourly rate of wage. All hours worked in excess of eight (8) hours on Saturday, and all hours worked on Sundays and holidays will be at the double the hourly rate of wage.

All overtime eligible hours performed on the above described work that is energized, shall be paid at the double the hourly rate of wage.

- E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

- F. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 20% over the hourly rate of wage. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Holiday Codes

5. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day (8).
- C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8).
- H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).

Benefit Code Key – Effective 8/31/2016 thru 3/2/2017

Holiday Codes Continued

5. I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- J. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, And Christmas Day (7).
- K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).
- L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).
- N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.
- Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).
- S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
- T. Paid Holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, Christmas Day, And The Day Before Or After Christmas (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
6. A. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- E. Paid Holidays: New Year's Day, Day Before Or After New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and a Half-Day On Christmas Eve Day. (9 1/2).
- G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).
- H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).
- I. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, And Christmas Day (7).

Holiday Codes Continued

6. T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.
7. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Benefit Code Key – Effective 8/31/2016 thru 3/2/2017

Holiday Codes Continued

7. K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- M. Paid Holidays: New Year's Day, The Day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, And the Day after or before Christmas Day (10). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- R. Paid Holidays: New Year's Day, the day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day after or before Christmas Day (10). If any of the listed holidays fall on Saturday, the preceding Friday shall be observed as the holiday. If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- T. Paid Holidays: New Year's Day, the Day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and The Day after or before Christmas Day. (10). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Note Codes

8. A. In addition to the hourly wage and fringe benefits, the following depth premiums apply to depths of fifty feet or more:
Over 50' To 100' -\$2.00 per Foot for Each Foot Over 50 Feet
Over 100' To 150' -\$3.00 per Foot for Each Foot Over 100 Feet
Over 150' To 220' -\$4.00 per Foot for Each Foot Over 150 Feet
Over 220' -\$5.00 per Foot for Each Foot Over 220 Feet

Benefit Code Key – Effective 8/31/2016 thru 3/2/2017

Note Codes Continued

8. C. In addition to the hourly wage and fringe benefits, the following depth premiums apply to depths of fifty feet or more:
Over 50' To 100' -\$1.00 per Foot for Each Foot Over 50 Feet
Over 100' To 150' -\$1.50 per Foot for Each Foot Over 100 Feet
Over 150' To 200' -\$2.00 per Foot for Each Foot Over 150 Feet
Over 200' -Divers May Name Their Own Price
- D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
- N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- P. Workers on hazmat projects receive additional hourly premiums as follows -Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, And Class D Suit \$0.50.
- Q. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.
- R. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.
- S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- U. Workers on hazmat projects receive additional hourly premiums as follows – Class A Suit: \$2.00, Class B Suit: \$1.50, And Class C Suit: \$1.00. Workers performing underground work receive an additional \$0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional \$0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do “pioneer” work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional \$0.50 per hour.

ROAD LISTING

APPENDIX B:

ROADS TO BE STRIPED (pages 1-3)

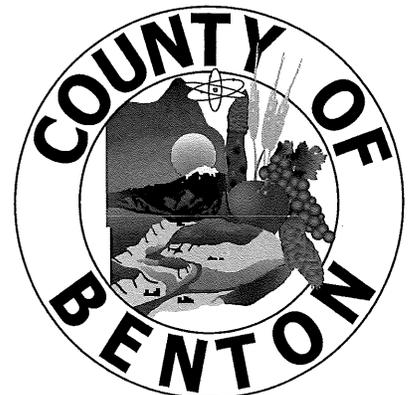
For Construction of:

PAVEMENT MARKING - 2016

CE 2003 SMP

Benton County, Washington

BENTON COUNTY
DEPARTMENT OF PUBLIC WORKS



**Benton County Pavement Marking 2016
CE 2003 SMP**

Location	Description	Total Mileage	Skip Yellow	Solid Yellow	Solid White	Area
ACORD	W. ROZA TO SR-225	2.695	1.280	3.270	0.000	1
ALBRO	RXR	0.175	0.037	0.401	0.000	1
APRICOT	RXR	0.210	0.000	0.420	0.000	1
BENNETT AVE.	RICHARDS TO PROSSER C/L	0.904	0.892	0.000	1.784	1
BERT JAMES	SELLARDS TO SR-221	4.250	3.600	3.668	0.000	1
BUNN	OIEH TO IAREC	1.496	1.058	0.924	0.000	1
BYRON	YAK. CO. LINE TO PROSSER C/L	3.653	2.771	3.035	0.000	1
CASE	OIEH TO END BST	5.591	4.268	3.982	0.000	1
CHANDLER	W/END TO E/END ALONG I-82	1.465	1.381	0.425	0.000	1
COATS	CASE TO DIST. LINE	1.911	1.787	1.512	0.000	1
CORRAL CREEK	OIEH TO SR-225	2.401	2.104	0.979	0.000	1
COUNTY LINE RD	RXR	0.250	0.000	0.514	0.000	1
COUNTY RTE. 12	YAKIMA COUNTY LINE TO GAP	4.590	3.947	1.782	8.976	1
CROSBY	KING TULL TO MCCLURE RD	7.653	6.292	5.161	0.000	1
DISTRICT LINE	OIEH TO EVANS	2.315	1.833	1.709	4.330	1
EVANS	CO. LINE TO DISTRICT LINE	12.399	8.726	7.884	0.000	1
GAP	I-82 TO SNIPES	5.763	4.967	2.358	7.729	1
GIBBON	W/END TO E/END ALONG I-82	2.108	2.006	0.709	0.000	1
GOOD	ROTHROCK TO BEERS	1.028	1.003	0.381	0.000	1
GRANT AVE	PROSSER C/L TO OIEH	0.145	0.000	0.272	0.040	1
GRIFFIN	RXR (SOUTH OF I-82)	0.210	0.000	0.430	0.000	1
GRIFFIN	LEMLEY TO OLSEN	4.037	2.991	3.263	5.966	1
HANKS	YAK CO. LINE TO DISTRICT LINE	12.202	9.020	11.788	24.046	1
HANSEN	RXR	0.099	0.000	0.178	0.000	1
HINZERLING	OIEH TO SNIPES	5.090	4.403	3.128	9.941	1
HORRIGAN	END BST TO SR-221	3.030	2.984	0.967	0.000	1
JOHNSON	CO. RTE.12 TO HINZERLING	1.784	1.721	0.323	3.447	1
KELLY	SHULER TO W. ROZA	1.501	1.223	1.019	0.000	1
KING TULL	COUNTY LINE TO PIONEER	7.578	6.959	1.904	0.000	1
KNOX	OIEH TO DIST. LINE	4.322	1.780	6.411	0.000	1
LEMLEY	MC CREADIE TO WILGUS	2.365	1.728	2.000	0.000	1
MC CREADIE	CO. LINE TO CROSBY	6.063	4.045	6.122	0.000	1
MC DONALD	OIEH TO SNIPES	5.152	3.324	2.318	0.000	1
MC KINLEY SPRINGS	KLICK. CO. LINE TO SELLARDS	8.640	7.548	4.936	17.163	1
MISSIMER	RXR (SOUTH OF I-82)	0.215	0.000	0.330	0.000	1
MISSIMER	ALBRO TO SNIPES	5.245	4.926	2.262	0.000	1
NORTH RIVER	CO. LINE TO PROSSER C/L	4.849	4.056	3.351	0.000	1
OBRIEN	HANKS TO SNIPES	2.065	1.872	0.575	0.000	1
OIEH	CO. LINE TO BENTON CITY C/L	20.770	15.335	15.279	37.662	1
OLSEN	COUNTY LINE TO GRIFFIN	0.995	0.921	0.619	0.000	1
PIONEER	OIEH TO MC CREADIE	1.984	1.224	1.238	0.000	1
RICHARDS	WARD GAP TO BYRON	2.083	0.991	2.529	0.000	1
RIVER	BENTON CITY C/L TO SR-225	3.152	0.426	4.271	0.000	1
ROTHROCK	FOISY TO SNIPES	4.634	3.844	3.152	4.988	1
ROZA W	KELLY TO ACORD	0.249	0.232	0.103	0.000	1
SELLARDS (AREA 1)	TOWNSHIP TO SR-221	12.102	10.024	10.328	24.069	1
SHELBY	WAMBA TO OIEH	0.539	0.311	0.467	0.000	1
SHULER	KNOX TO KELLY	0.557	0.416	0.596	0.000	1
SNIPES	CO. LINE TO ROTHROCK	8.258	6.600	5.947	14.037	1
SNIPES	EVANS TO OBRIEN	1.000	0.990	0.000	0.000	1
SONOVA	KLICKITAT CO. LINE TO SR-14	2.812	0.519	4.746	5.575	1
TOWNSHIP	YAK. CO. LINE TO SELLARDS	0.700	0.362	0.656	0.000	1
WAMBA	SHELBY TO JOHNSON	0.460	0.000	0.112	0.000	1

Location	Description	Total Mileage	Skip Yellow	Solid Yellow	Solid White	Area
WILGUS	RXR (SOUTH OF I-82)	0.240	0.000	0.480	0.000	1
WILGUS	KING TULL TO SNIPES	4.037	3.940	0.884	0.000	1
WILLIAMS	LEMLEY TO KING TULL	0.483	0.297	0.537	0.000	1
WITTKOPF LP.	WINE COUNTRY TO PROSSER C/L	0.645	0.282	0.726	0.000	1
YAKITAT	W/END COUNTY ROAD TO I-82	5.885	5.012	3.254	0.000	1
03RD AVE. E	KENN. C/L TO YEW	0.490	0.479	0.093	0.992	2
25TH AVE. E	27TH TO SR-397	0.805	0.000	1.454	0.000	2
27TH AVE. E	KENN. C/L TO 25TH AVE. E	1.350	1.723	4.254	0.100	2
ANTINORI	SR-224 TO SUNSET	2.130	0.353	3.826	4.218	2
BADGER	WEBBER CANYON TO I-82	11.710	9.910	7.666	23.051	2
BADGER CANYON	END BST TO BEGIN BST	1.263	0.882	1.073	0.000	2
BERMUDA	END OF ROAD TO CLOVER	1.709	0.195	2.746	0.000	2
BERNATH	RXR	0.124	0.000	0.248	0.000	2
BOFER CANYON	END CO. ROAD TO KENN. C/L	11.980	9.030	10.516	0.000	2
BOWLES	OAK ST. S TO PIERT RD	3.600	2.808	1.596	6.986	2
BRYSON BROWN	SR-397 TO FINLEY	1.759	1.261	1.151	0.000	2
CHRISTY	PLYMOUTH TO SR-14	7.457	5.266	5.914	0.191	2
CLODFELTER	LOCUST GROVE TO 10TH AVE. W	5.188	4.170	3.901	10.223	2
CLOVER	BEGIN CO RD TO RACHEL	1.201	0.000	1.476	0.000	2
COCHRAN	RXR W/SR-397 TO LAST RXR	2.265	0.801	0.696	0.000	2
COFFIN	BOFER CANYON TO 9-CANYON	5.157	4.014	4.169	9.815	2
COLUMBIA PARK TR.	QUEENSGATE TO RICH. C/L	0.600	0.390	0.581	1.188	2
COTTONWOOD CRK BLVD	KIMBERLY DR TO WISER LOOP	0.165	0.165	0.000	0.000	2
COTTONWOOD DR.	BADGER TO SAGEBRUSH	1.753	1.088	2.351	0.000	2
COUNTY WELL	SR-221 TO TRAVIS	7.271	6.159	4.042	0.682	2
DALLAS	BADGER TO ARENA	4.251	1.596	3.942	6.532	2
DEMOSS	SR-224 TO RUPPERT	3.952	1.281	6.286	7.864	2
FINLEY	SR-397 TO SR-397 (NORTH)	5.702	4.013	3.991	10.801	2
FINLEY	GRAVEL TO SR397 (SOUTH)	2.500	0.000	5.000	0.000	2
GAME FARM	OAK ST. TO EAST END	1.023	0.411	1.253	0.000	2
GAME FARM	HANEY TO FINLEY	1.011	0.955	0.000	1.915	2
GAME FARM	RXR E/SR-397	0.128	0.000	0.256	0.000	2
GOOSE GAP	DALLAS TO END BST	1.320	1.207	0.593	0.000	2
GRANDVIEW LN.	END OF ROAD TO SUMMIT VIEW	0.237	0.000	0.450	0.444	2
GWINN	SR-221 TO END COUNTY ROAD	2.059	1.872	1.067	3.776	2
HANEY	GAME FARM TO FINLEY	2.437	1.876	1.028	2.542	2
HARRINGTON	W. RICH. C/L TO END	4.297	0.326	7.876	5.992	2
HEDGES	RXR	0.217	0.000	0.262	0.000	2
JACOBS	BENTON CITY C-L TO DALLAS	6.925	5.476	3.921	0.000	2
KENNEDY	SR-224 TO W. RICH. C/L	5.470	4.844	1.884	10.940	2
KENT	RXR	0.148	0.000	0.296	0.000	2
LECHELT	RXR	0.121	0.000	0.242	0.000	2
LOCUST GROVE	PLYMOUTH RD TO I-82	9.366	7.751	6.475	18.474	2
MAIN	FINLEY RD. TO MORTON	0.276	0.256	0.000	0.000	2
MC NARY	SR-14 TO END CO. ROAD	1.525	0.452	2.138	0.000	2
MEALS	BEG CO RD TO PIERT	10.053	5.041	6.898	15.395	2
NINE CANYON	BEGIN CO RD TO HANEY	13.266	6.124	3.616	11.243	2
OAK ST. S	GAME FARM TO KENNEWICK C/L	2.635	1.767	2.187	2.991	2
OLYMPIA ST	SR 397 TO KENNEWICK C/L	0.472	0.100	0.722	0.380	2
PERKINS	RXR	1.470	0.000	0.454	0.000	2
PIERT	MEALS TO BOWLES	2.950	1.557	2.075	4.451	2
PLYMOUTH	END CO. ROAD TO SELLARDS	13.924	12.303	7.083	27.165	2
RACHEL	LESLIE TO CLOVER	1.190	0.000	2.208	0.000	2
REATA	DALLAS RD TO RICH C/L	3.772	2.460	3.107	7.142	2
RED MOUNTAIN	SR-224 TO END	2.007	1.720	1.362	0.000	2
RUPPERT	DEMOSS TO W RICH C/L	2.361	1.652	1.899	4.634	2

Location	Description	Total Mileage	Skip Yellow	Solid Yellow	Solid White	Area
SAGEBRUSH	SUMMITVIEW DR. TO COTTONWOOD	1.092	0.464	0.884	1.935	2
SELLARDS (AREA 2)	SR-221 TO PLYMOUTH	11.073	8.494	2.375	17.962	2
STRAIGHTBANK	KERLEY CHEM. TO SR 397	0.180	0.000	0.330	0.304	2
SUMMIT VIEW DR.	G. VIEW LN. TO SAGEBRUSH	1.427	0.279	2.226	2.622	2
SUNSET	SR-224 TO END CO. ROAD	2.551	2.308	0.911	4.670	2
TRAVIS	SHIRL MOON TO COUNTY WELL	8.618	7.325	4.922	6.909	2
TYRELL	PLYMOUTH TO END OF PAVEMENT	2.004	2.004	0.699	4.008	2
TWIN BRIDGES	W. RICH. C/L TO RICHLAND C/L	1.712	0.796	1.873	3.325	2
WEBBER CANYON	COUNTY WELL TO JACOBS	6.325	2.980	8.101	12.590	2
WISER LOOP	WISER PRKWY TO WISER PRKWY	0.275	0.000	0.393	0.000	2
WISER PARKWAY	COTTONWOOD DR TO BADGER	0.825	0.756	0.538	0.190	2
YELLOWSTONE	YOUNG ST TO KENN. C/L	1.352	1.203	0.144	0.000	2
YEW ST. S	SR-397 TO 3RD AVE. E	0.501	0.460	0.170	0.972	2
	Totals	420.011	299.061	306.505	425.367	
			Skip	Solid	Solid	
			Yellow	Yellow	White	

CONTRACT

INFORMATION FOR THE CONTRACTOR THAT
IS AWARDED THE CONTRACT

PAVEMENT MARKING - 2016

CE 2003 SMP

Benton County, Washington

BENTON COUNTY
DEPARTMENT OF PUBLIC WORKS



CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2016, between the COUNTY OF BENTON, STATE OF WASHINGTON, (hereinafter "the County") acting through the Board of County Commissioners, under and by virtue of RCW 36, as amended, and _____, (hereinafter "the Contractor").

WITNESSETH:

That in consideration of the terms and conditions contained herein and in the Contract Documents attached hereto and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall furnish all tools, materials, and equipment, and shall do all work described in and in accordance with the attached plans and specifications entitled "Contract Provisions and Plans, C.E. 2003 SMP – Pavement Marking 2016," and as described in and in accordance with the State of Washington 2014 Standard Specifications for Road, Bridge, and Municipal Construction adopted by the County, (hereinafter collectively referred to as "the Contract Documents") which are by this reference incorporated herein and made part hereof, and shall perform any changes to the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the County.

II. The County hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract. The County further agrees to employ the Contractor to perform any alterations in or additions to the work covered by this contract and every part thereof and any force account work that may be ordered and to pay for the same under the terms of this contract and the attached plans and specifications.

III. The Contractor, for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

IV. The County agrees to pay to the Contractor, as full and complete compensation for materials and work provided in accordance with the Contract Documents, the sum of \$ _____, payable as provided in the Contract Documents.

V. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

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

VII. The Contractor specifically waives the Contractor's immunity under Title 51 RCW (Industrial Insurance statute), and acknowledges that his waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that Contractor's promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the Contractor's own employees.

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

Executed by the Contractor

COUNTY OF BENTON

Signature

Chairman, Board of Commissioners

Printed Name and Title

Attest: _____
Clerk of the Board

Date

Date: _____

APPROVED AS TO FORM:

Benton County Deputy Prosecuting Attorney

Date: _____

PUBLIC WORKS PAYMENT BOND
to BENTON COUNTY, WA

Bond No. _____

Benton County, Washington (County) has awarded to _____ (Principal), a contract for the construction of the project designated as **Pavement Marking 2016, Project No.: CE 2003 SMP**, in Benton County, Washington (Contract), and said Principal is required, under the terms of that Contract, to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and _____ (Surety), a corporation, organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the County, in the sum of _____ US Dollars (\$ _____) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW 39.08, 39.12, and 60.28 including all workers, laborers, mechanics, subcontractors, and materialmen, and all person who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Titles 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the office executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature

Date

Surety Signature

Date

Printed Name

Printed Name

Title

Title

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

PROPOSAL FOR BIDDING PURPOSES

PAVEMENT MARKING - 2016

CE 2003 SMP

Benton County, Washington

BENTON COUNTY
DEPARTMENT OF PUBLIC WORKS



Bid No.: CB 16-12

ASSURANCE OF NON-DISCRIMINATION

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

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

DATED this _____ day of _____, 20____.

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: _____ EMAIL: _____

SIGNATURE OF AUTHORIZED OFFICIAL(S)

Signature Print Name and Title

Signature Print Name and Title

P R O P O S A L

TO: THE BOARD OF COUNTY COMMISSIONERS
 BENTON COUNTY
 PROSSER, WASHINGTON 99350

Gentlemen:

The undersigned hereby certifies that the undersigned has examined the location of the public works project outlined in these attached special provisions, specifications and plans, and have read and thoroughly understands the plans, specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available, in accordance with the said plans, specifications and contract, and the following schedule of rates and prices:

(NOTE: Unit prices for all items, all extensions, and total amount of bid, shall be shown.)

ITEM NO	APPROX QTY	ITEM UNIT	ITEM DESCRIPTION	PRICE PER UNIT		AMOUNT	
				Dollars	Cts	Dollars	Cts
1	299	Lin. Mile	CENTERLINE SKIP YELLOW				
2	425	Lin. Mile	PAVEMENT EDGELINE SOLID WHITE				
3	307	Lin. Mile	NO PASS SOLID YELLOW				
4	1	L.S.	SPCC PLAN				
			TOTAL				

P R O P O S A L
(Cont.)

The undersigned hereby agrees to pay to labor not less than the hourly minimum rates of wages as set forth in these special provisions.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereby:

	In the Amount of _____
Cashier's Check _____	_____
Certified Check _____	(\$ _____) Payable to the
Proposal Bond _____	County Treasurer of Benton County, Washington.

In the amount of 5% of the Bid.

Receipt is hereby acknowledged of Addendum No(s). _____, _____, & _____.

CONTRACTOR'S REGISTRATION NO. _____ FIRM NAME _____

SIGNATURE OF AUTHORIZED OFFICIAL (PRINT NAME AND TITLE)

SIGNATURE OF AUTHORIZED OFFICIAL (PRINT NAME AND TITLE)

PROPOSAL MUST BE SIGNED

DATED this _____ day of _____, 20_____.

ADDRESS OF BIDDER: _____

PRINCIPAL PLACE OF BUSINESS: _____

TELEPHONE NO.: (_____) _____ FAX NO.: (_____) _____

- NOTE: (1) This proposal form is not transferable and any alteration of the firm name entered hereon without prior permission from the Board of County Commissioners will be sufficient cause for considering the proposal irregular and consequent rejection of the bid.
(2) Should it be necessary to modify this proposal either in writing or by telegram, please make reference to the project number.

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. **That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.**

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U. S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction control fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____

_____ of _____

as principal, and the _____, a corporation

duly organized under the laws of the State of _____, and authorized

to do business in the State of Washington, as surety, are held and firmly bound unto Benton County in the full and penal sum of five (5) percent of the total amount of the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following highway construction, to wit:

PAVEMENT MARKING 2016, C.E. 2003 SMP

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by Benton County within a period of **ten (10) days** from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be signed and sealed this _____ day of _____, _____.

(Principal)

(Surety)

(Attorney-in-fact)

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF BENTON COUNTY RE: EXTENSION OF CONTRACT FOR CARD LOCK SERVICE FOR GASOLINE AND DIESEL FUEL WITH COLEMAN OIL COMPANY

WHEREAS, by Resolution 2014-709, the Contract for the Purchase of Card Lock Service for Gasoline and Diesel Fuel with Wondrack Distributing, Inc., Kennewick, Washington, was executed; and

WHEREAS, by Resolution 2015-569 Wondrack Distributing was acquired by Coleman Oil Company and the contract for Card Lock service was renewed for a one-year period through August 31, 2016; and

WHEREAS, item 11 of Exhibit A of said contract allows for renewal of the contract for one-year periods for a maximum of four additional years; **NOW, THEREFORE**,

BE IT RESOLVED that the Contract for Card Lock Service for Gasoline and Diesel Fuel with Coleman Oil Company be renewed for the second one-year period, from September 1, 2016 through August 31, 2017; and

BE IT FURTHER RESOLVED that the Chairman is hereby authorized to sign a letter of agreement to renew said contract.

Dated this 16th day of August, 2016.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of
County Commissioners of Benton
County, Washington

Jerome Delvin
District 1
Shon Small
District 2
James Beaver
District 3

**Board of County Commissioners
BENTON COUNTY**

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator



August 16, 2016

Jim Cach, General Manager
Coleman Oil Company
529 East Kennewick Avenue
Kennewick, WA 99336

RE: Card Lock Service
Gasoline and Diesel Fuel

Mr. Cach:

This letter is written to renew the contract with Coleman Oil Company for Card Lock Service for Gasoline and Diesel Fuel.

Pursuant to Item 11 of Exhibit A to the Contract for Card Lock Service for Gasoline and Diesel Fuel, Benton County agrees that the contract be renewed for an additional one-year term, effective September 1, 2016 through August 31, 2017.

By signing below, Coleman Oil Company agrees to the renewal of the agreement for one year. If this is acceptable to you, please sign and return this letter within one week.

Thank you for your consideration in this matter.

Shon Small, Chairman
Board of County Commissioners

FOR COLEMAN OIL COMPANY:

Signature

Date

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000-101, SHERIFF CORRECTIONS
DEPARTMENT NUMBER 120.

BE IT RESOLVED, by the Board of Benton County Commissioners, that
funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
523.210	4915	Home Monitoring System	\$5,400	523.210	1516	Home Monitoring Clerk	\$5,250
				523.210	1925	Overtime	150
TOTAL			\$5,400	TOTAL			\$5,400

Explanation:

To appropriate funding for overtime. Additionally, the transfer for the Clerk will appropriate funding for her current position to the end of the budget cycle. The 2015/2016 budget did not include a COLA.

Prepared by:

Date:

Approved

Denied

Date: _____

Chairman

Member

Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>August 16, 2016</u>	Execute Contract	_____
Subject: <u>Interagency Agreement Addendum w/ Seattle Police Dept.</u>	Pass Resolution	<u> X </u>
Prepared by: <u>L. Small</u>	Pass Ordinance	_____
Reviewed by: <u>Ryan Lukson</u>	Pass Motion	_____
	Other	_____
	Consent Agenda	<u> X </u>
	Public Hearing	_____
	1st Discussion	_____
	2nd Discussion	_____
	Other	_____

BACKGROUND INFORMATION/ SUMMARY

Per Resolution 2016-556 dated July 12, 2016, the Board of Benton County Commissioners approved the interagency agreement between the Washington State Internet Crimes Against Children Task Force acting through the City of Seattle Policy Department and Benton County, by and for the Benton County Sheriff’s Office, and authorized the Benton County Sheriff to sign said agreement.

The Seattle Police Department provided the Sheriff’s Office with the attached addendums to clarify language in the WA ICAC TF Interagency Agreement found in Article II – OPERATIONAL STANDARDS and Article XII – EFFECTIVE DATE, as further outline in the attached addendums.

RECOMMENDATION

Approve the attached Resolution and attached Addendums clarifying language in the original agreement.

APPROVED AS TO FORM

Ryan Lukson

FISCAL IMPACT

N/A

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF INTERAGENCY AGREEMENT ADDENDUM BETWEEN THE WASHINGTON STATE INTERNET CRIMES AGAINST CHILDREN TASK FORCE ACTING THROUGH THE CITY OF SEATTLE POLICE DEPARTMENT AND BENTON COUNTY, BY AND FOR THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, per Resolution 2016-556 dated July 12, 2016, the Board of Benton County Commissioners approved the interagency agreement between the Washington State Internet Crimes Against Children Task Force acting through the City of Seattle Policy Department and Benton County, by and for the Benton County Sheriff's Office, and authorized the Benton County Sheriff to sign said agreement; and

WHEREAS, the Seattle Police Department provided the Sheriff's Office with the attached addendums to clarify language in the WA ICAC TF Interagency Agreement found in Article II – OPERATIONAL STANDARDS and Article XII – EFFECTIVE DATE, as further outline in the attached addendums;
NOW, THEREFORE

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby acknowledges and approves the attached addendums clarifying language in the WA ICAC TF Interagency Agreement found in Article II – OPERATIONAL STANDARDS and Article XII – EFFECTIVE DATE, as further outline in the attached addendums.

BE IT FURTHER RESOLVED, the attached addendums will be attached to the original agreement as an addendum.

Dated this _____ day of _____, 2016.

Chairman of the Board

Member

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

Attest: _____
Clerk of the Board



City of Seattle

Seattle Police Department

July 7, 2016

Greetings,

This is to clarify a clause in the WA ICAC TF Interagency Agreement found in ARTICLE II OPERATIONAL STANDARDS:

Paragraph one sentence one page 2 of 7 states:

"Affiliate Agencies agree to adhere to the ICAC Task Force Program Operational and Investigative Standards, attached to and made part of this Agreement, as Attachment A."

Paragraph 8 sentence one page 3 of 7 states:

"Affiliate Agencies agree to conduct education and prevention programs to foster awareness and provide practical, relevant guidance to children, parents, educators, librarians, the business and law enforcement communities, and other individuals concerned about Internet child safety issues."

The intent of the WA ICAC TF Paragraph 8 sentence one page 3 of 7 clause should be interpreted as "where practical" to remain consistent with the intent of the national program Operational and Investigative Standards.

Please attach this clarification letter to the original agreement as an addendum.

Sincerely,

Mike Edwards, Captain
Seattle Police Department
Internet Crimes Against Children Commander
WA ICAC Task Force Commander
610 Fifth Avenue
Seattle, WA 98104-4986

Approved as to Form:

Ryan J Lukson, Civil DPA



City of Seattle

Seattle Police Department

July 7, 2016

Greetings,

This is to clarify a clause in the WA ICAC TF Interagency Agreement found in ARTICLE XII EFFECTIVE DATE:

Paragraph one sentence one page 5 of 7 states:

"This Interagency Agreement shall be effective on July 1, 2016 and continue for one (1) years. Upon expiration of the two (2) years this Interagency Agreement shall automatically be renewed for one (1) additional year until such time as federal funding for the ICAC Task Force Program ends or the Interagency Agreement is canceled by either party upon 30 days' written notice delivered to both parties' as delineated in ARTICLE I TERM OF AGREEMENT."

This was a typographical error that should read the following to be consistent with the intent of the agreement:

"This Interagency Agreement shall be effective on July 1, 2016 and continue for one (1) *year*. Upon expiration of the *first year* this Interagency Agreement shall automatically be renewed for one (1) additional year until such time as federal funding for the ICAC Task Force Program ends or the Interagency Agreement is canceled by either party upon 30 days' written notice delivered to both parties' as delineated in ARTICLE I TERM OF AGREEMENT."
(Amended language is italicized)

Please attach this clarification letter to the original agreement as an addendum.

Sincerely,

Mike Edwards, Captain
Seattle Police Department
Internet Crimes Against Children Commander
WA ICAC Task Force Commander
610 Fifth Avenue
Seattle, WA 98104-4986

Approved as to Form:

Ryan Lukson, Civil DPA

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: <u>Aug. 16, 2016</u> Subject: <u>Resolution Amendment</u> Prepared by: <u>L. Small</u> Reviewed by: <u>R. Lukson</u> <p style="text-align: center;"><u>Loretta Smith Kely</u></p>	Execute Contract _____ Pass Resolution <u> X </u> Pass Ordinance _____ Pass Motion _____ Other _____		Consent Agenda <u> X </u> Public Hearing _____ 1st Discussion _____ 2nd Discussion _____ Other _____

BACKGROUND INFORMATION/ SUMMARY

Per Resolution 2014-959 the Board of Benton County Commissioners awarded the purchase agreement for the procurement of employee uniforms – Class A and other related items to Gall's LLC for a two year contract with a Board authorized amount not to exceed \$70,000 including WSST.

This \$70,000 not to exceed amount was just an estimate of what we believe would be spent on Class A uniforms and equipment within the two year period. Due to the new hires and positions, we are getting close to the amount not to exceed and will most likely pass that amount before the end of 2016.

RECOMMENDATION

BCSO recommends increasing the overall amount not to exceed \$95,000 include WSST payable to Gall's LLC dba/ Blumenthal for the procurement of employee uniforms and equipment, which is supported in the Sheriff's Patrol and Custody approved 2015/2016 budgets.

FISCAL IMPACT

Expenditures are included in the 2015/16 budget. No budget adjustment necessary.

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDING RESOLUTION 2014-959 REGARDING THE PURCHASE AGREEMENT FOR THE PROCUREMENT OF EMPLOYEE UNIFORMS – CLASS A AND OTHER RELATED ITEMS FROM GALL’S LLC FOR THE BENTON COUNTY SHERIFF’S OFFICE

WHEREAS, per Resolution 2014-959 dated December 2, 2014, the Board of Benton County Commissioners awarded the purchase agreement for the procurement of employee uniforms – Class A and other related items to Gall’s LLC dba/ Blumenthal for a two year contract with a Board authorized amount not to exceed \$70,000 including WSST; and

WHEREAS, it is necessary to amend Resolution 2014-959, as the Benton County Sheriff’s Office is approaching the not to exceed amount of \$70,000 including WSST that was originally authorized in Resolution 2014-959 for Class A uniforms and other related items; and

WHEREAS, the Sheriff’s Office recommends increasing the overall amount not to exceed \$95,000 include WSST payable to Gall’s LLC dba/ Blumenthal for the procurement of employee uniforms and equipment, which is supported in the Sheriff’s Patrol and Custody approved 2015/2016 budgets; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the Sheriff’s Office recommendation and authorizes payment to Gall’s LLC dba/Blumenthal based on the rates outlined in the original purchase agreement attached to Resolution 2014-959 for an amount not to exceed \$95,000 including WSST, which is supported in the Sheriff’s Patrol and Custody approved 2015/2016 budgets; and

BE IT FURTHER RESOLVED the term of the original contract commences January 1, 2015 and expires on December 31, 2016; and

BE IT FURTHER RESOLVED, Resolution 2014-959 is hereby amended.

Dated this _____ day of _____, 2016

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners
of Benton County, Washington

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>Aug. 16, 2016</u> Subject: <u>Consent to Assign Ltr.</u> Prepared by: <u>L. Small</u> Reviewed by: <u>R. Lukson</u>	Execute Contract _____ Pass Resolution _____ Pass Ordinance _____ Pass Motion _____ Other _____	Consent Agenda <u> X </u> Public Hearing _____ 1st Discussion _____ 2nd Discussion _____ Other _____

BACKGROUND INFORMATION/ SUMMARY

Per Resolution 2015-928 dated December 22, 2015, the Board of County Commissioners entered into a Personal Service Contract with Universal Protection Service, LP for unarmed security guard services for the jail lobby and the Justice Center located in Kennewick, WA, for a two year contract terminating December 31, 2017.

Benton County received notice that as of August 1, 2016, Universal Protection Service has merged with AlliedBarton Security Services to form Allied Universal for unarmed security guard services.

Attached is a letter advising them that pursuant to Section 10.a. of the above referenced Contract, the County is consenting to the terms and conditions of our Contract being assigned to Allied Universal.

RECOMMENDATION

Benton County Sheriff's Office recommends the Chairman of the Board sign the attached consent to assign letter addressed to Universal Protection Service LP.

APPROVED AS TO FORM

Ryan Lukson

FISCAL IMPACT

Terms and Conditions of the current contract shall remain the same as approved in Resolution 2015-928.

MOTION

Consent Agenda

Jerome Delvin
District 1
Shon Small
District 2
James Beaver
District 3

**Board of County Commissioners
BENTON COUNTY**

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator



CERTIFIED MAIL

August 16, 2016

Mr. Chris Phillips, General Manager
Universal Protection Service LP
1551 North Tustin Avenue, Ste 560
Santa Ana, CA 92705

RE: Personal Service Contract between Benton County and Universal Protection Service LP. –
Resolution 2015-928

Dear Chris Phillips:

Benton County has received notice that Universal Protection Service LP has merged with AlliedBarton Security Services as of August 1, 2016 to form Allied Universal for unarmed security guard services. The purpose of this letter is to advise you that pursuant to Section 10.a. of the above referenced Contract, the County is consenting to the terms and conditions of our Contract being assigned to Allied Universal.

Section 10.a. states:

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

Thank you for your attention to this matter.

Sincerely,

BENTON COUNTY BOARD OF COMMISSIONERS

Shon Small, Chairman
Benton County Commissioner

cc: Steve Jones, CEO - Allied Universal
Tim French, Benton County Sheriff's Office
Dan Meyer, Benton County Personnel Office



There for you.

Date: August 1, 2016
To: Our Valued Clients
From: Allied Universal Security Services
Subj: Allied Universal Integration Update

Dear Valued Client,

In early May, we shared the exciting news with you that we would be merging AlliedBarton Security Services and Universal Services of America. We are excited to announce that as of today, we have officially combined two great companies to form Allied Universal.

Our main objective is to ensure that there is **NO DISRUPTION OF SERVICE** to you during the integration process.

We believe that there will be significant benefits to you, as our customer, as we integrate our operations:

- **Depth of expertise:** combining the rich experience and technical expertise of the security professionals and training resources that exist across both companies
- **Increased density of resources:** improved ability to provision resources to provide for your daily and emergency needs
- **Technology:** improved effectiveness of our security resources through our technology solutions
- **Best practices:** leveraging the best practices from these two world-class organizations

Over the coming months, you will experience some minor changes, including:

- Uniforms will migrate to a new Allied Universal uniform
- Invoices and security professional paychecks will come from Allied Universal
- Guard registrations and licenses will migrate to Allied Universal

Your account teams will communicate to you when you can expect to see these changes. In the very short term, your **account manager** will be emailing you from a new email address structured similar to firstname.lastname@aus.com, beginning 8/5/2016. So please be on the lookout. However, for all email inquiries to **specific departments** (e.g. billing) please continue to use the legacy email addresses that you are currently using (e.g. billing@universalpro.com or billing@alliedbarton.com).

Please reach out to your account team if you have any questions or concerns. You can also read more about the new Allied Universal in our attached press release.

Sincerely,

Allied Universal Security Services
www.AUS.com



**New Allied Universal Officially Launched
to Lead Security and Facility Services Industries**

Company will be co-headquartered in California and Pennsylvania

Santa Ana, Calif., and Conshohocken, Pa., August 1, 2016—AlliedBarton Security Services and Universal Services of America today finalized the merger to form Allied Universal, a security services and solutions company. The new organization, with more than 140,000 employees, is the largest security services company in North America.

Allied Universal, www.AUS.com, will maintain headquarters in Santa Ana, Calif., and Conshohocken, Pa., and is expected to have annual revenues of approximately \$4.5 billion.



Allied Universal provides unparalleled service, systems and solutions to serve, secure and care for the people and businesses of our communities. A commitment to understanding clients' needs and aligning solutions with their goals will position Allied Universal as a resource for clients and integral element of their operations. Allied Universal's new tag line – There for you. – is representative of this deep client commitment and also the organization's dedication to creating better environments for clients' stakeholders and every community where Allied Universal operates.

"Allied Universal brings together two industry leaders, and combines best practices, leadership and expertise to provide even greater support to our clients and employees," said Steve Jones, CEO, Allied Universal. "Our shared commitment to the success of our clients and the development of lasting partnerships has created a seamless melding of purpose and cultures."

"The growth of this industry and the expanding need for safer and more secure environments in response to emerging threats is tremendous," said Bill Whitmore, Chairman of the Board, Allied Universal. "Through the continuous evolution of our business, we are positioned to help our clients succeed. Allied Universal combines high quality people and technology to deliver customized solutions to meet clients' specific needs."

"Allied Universal is poised to make an even more significant contribution to the advancement of the security and facility services industries," Jones added. Jones had served as CEO of Universal Services of America and Whitmore had served as CEO of AlliedBarton.

Along with Allied Universal Security Services, additional service lines include Allied Universal Security Systems, Allied Universal Janitorial Services and Allied Universal Staffing Services.

Warburg Pincus and Wendel will be lead investors in Allied Universal with equal voting rights and Board representation; Partners Group and members of management will also have ownership interests in the combined company. The majority of the integration is expected to be completed by the end of first quarter 2017.

David Darmon, Managing Director and CEO of Wendel North America, commented, "We see a very compelling opportunity in the creation of Allied Universal. Two best-in-class companies, distinguished by strong leadership talent, have been combined to provide unmatched service and support to their clients and advance the security industry."

Chandler Joel Reedy, Managing Director of Warburg Pincus, commented, "We are excited to bring together two best-in-class management teams distinguished by strong leadership talent and proven track records. We look forward to our continued partnership with management to support the growth of the business."

About Allied Universal

Allied Universal, a leading facility services company and the largest security force in North America with over 140,000 employees, provides unparalleled security services and solutions. With headquarters in Santa Ana, Calif., and Conshohocken, Pa., Allied Universal combines people and technology to deliver evolving, tailored solutions that allow our clients to focus on their core business. An unrelenting focus on clients' success creates partnerships rooted in quality and value, and is supported by experience gained from being in business for over 50 years. Through our people and leading services, systems and solutions...Allied Universal is there for you. For more information, please visit www.AUS.com.

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<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>8-16-16</u>	Execute Contract	_____	Consent Agenda	<u> x </u>
Subject:	<u>CRID 21 Antinori Road</u>	Pass Resolution	<u> x </u>	Public Hearing	_____
Prepared by:	<u>E Rivera</u>	Pass Ordinance	_____	1st Discussion	_____
Reviewed by:	<u>M Rasmussen</u>	Pass Motion	_____	2nd Discussion	_____
		Other	_____	Other	_____

BACKGROUND INFORMATION

The County Road Improvement District #21 was established upon the Board’s adoption of Resolution 2012-066 and ordered improvements to the County Road known as Antinori Road. The County Treasurer published notice that the assessment roll was in his hands for collection in the official newspaper of the County on March 18, 2016.

The total amount of assessments paid in cash prior to the date of this resolution is \$242,176.15, leaving \$773,373.30 as the unpaid balance of assessments on the assessment roll for CRID #21.

The County has received an offer from Banner Bank of Kennewick, WA to purchase such bond. The bond will mature on June 1, 2033 and bear interest at a fixed rate of 3.40% per annum, to the maturity or earlier redemption of the Bond.

SUMMARY

RECOMMENDATION

Request approval of Resolution on Consent Agenda.

FISCAL IMPACT

The County will issue the County Road Improvement District #21 Bond in the total principal amount of \$773,373.30. The proceeds of the Bond will be used to repay interfund loans incurred to finance the costs of the improvements within CRID #21 and to pay the costs of issuance of the Bond.

Assessments collected in CRID # 21 are pledged to the payment of the Bond and will be deposited into the Debt Service Fund upon receipt.

MOTION

N/A

RESOLUTION NO. 16-__

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

IN THE MATTER OF COUNTY ROADS, RE: ANTINORI ROAD — PROVIDING FOR THE ISSUANCE OF A COUNTY ROAD IMPROVEMENT DISTRICT NO. 21 BOND IN THE PRINCIPAL AMOUNT OF \$773,373.30; FIXING THE DATE, FORM, MATURITIES, INTEREST RATE, TERMS AND COVENANTS OF THE BOND; APPROVING THE SALE AND PROVIDING FOR THE DELIVERY OF THE BOND; FIXING THE INTEREST RATE ON ASSESSMENT INSTALLMENTS FOR COUNTY ROAD IMPROVEMENT DISTRICT NO. 21; AND PROVIDING FOR OTHER MATTERS RELATING THERETO.

BE IT RESOLVED by the Board of County Commissioners of Benton County, Washington, as follows:

Section 1. Findings and Determinations. The Board of County Commissioners (the "Board") of Benton County Washington (the "County"), hereby makes the following findings and determinations:

(a) The County is authorized and empowered to create road improvement districts and to conduct proceedings pursuant to chapter 36.88 RCW.

(b) The Board adopted Resolution No. 2012-066 on January 31, 2012, which resolution established County Road Improvement District No. 21 ("CRID No. 21") and ordered improvements to a county road commonly known as Antinori Road. The Board, by Resolution No. 2016-191, adopted on March 8, 2016, duly confirmed the assessment roll for CRID No. 21 in the amount of \$1,046,000.00, of which amount \$30,450.55 represented assessments on land that was partially exempt from special assessments, leaving the amount of \$1,015,549.45 to be collected from property owners. During the 10 days following the adoption of Resolution No. 2016-191, no appeals were filed challenging the assessments levied on the property within CRID No. 21.

(c) Pursuant to Resolution No. 2016-191, the County Treasurer caused notice that the assessment roll was in his hands for collection to be (i) published in the official newspaper of the County on March 18, 2016, and (ii) mailed on March 18, 2016, to the owners and reputed owners of property within CRID No. 21. The total amount of assessments paid in cash prior to the date of this resolution is \$242,176.15, leaving \$773,373.30 as the unpaid balance of assessments on the assessment roll for CRID No. 21.

(d) Resolution No. 2016-191 specifies that assessments in CRID No. 21 are payable in 15 equal annual installments, together with interest thereon, commencing on April 18, 2017. Resolution No. 2016-191 also requires that the interest rate on assessment installments for CRID No. 21 be fixed by this resolution.

(e) The County is authorized to issue bonds for county road improvement districts, pursuant to chapters 36.88 and 39.46 RCW. The Board now desires to authorize the sale, issuance and delivery of a bond for CRID No. 21, and the County has received an offer from Banner Bank of Kennewick, Washington (the "Purchaser"), to purchase such bond. Such offer is subject to the terms and conditions of that certain commitment letter of the Purchaser dated August 9, 2016 (the "Commitment Letter").

(f) Pursuant to RCW 36.88.220 and Resolution No. 03-175, adopted by the Board on April 7, 2003, the County established the Benton County Road Improvement Guaranty Fund (the "Guaranty Fund") for the purpose of guaranteeing the payment of the County's road improvement district bonds and warrants. Said resolution also prescribed rules and regulations for the maintenance and operation of the Guaranty Fund.

Section 2. Authorization and Description of the Bond. The County shall issue its County Road Improvement District No. 21 Bond (the "Bond") in the total principal sum of \$773,373.30. The Bond shall be dated as of the date the Bond is delivered to the Purchaser in exchange for the purchase price thereof (the "Delivery Date"), shall mature on June 1, 2033, shall be numbered R-1, and shall bear interest from the Delivery Date to the maturity or earlier redemption of the Bond, at a fixed rate of 3.40% *per annum*. Interest on the outstanding principal balance of the Bond shall be calculated on the basis of the actual number of days elapsed over a year of 360 days, and shall be payable annually on each June 1, commencing June 1, 2017, to the Maturity Date or earlier prepayment of the Bond.

Section 3. Bond Registrar; Registration and Transfer of the Bond.

(a) The County Treasurer has appointed the fiscal agent of the State (as designated by the State Finance Committee from time to time pursuant to chapter 43.80 RCW) to act as the County's bond registrar, authenticating agent, transfer agent and exchange agent with respect to the Bond (the "Bond Registrar"). The Bond Registrar is authorized, on behalf of the County, to authenticate and deliver the Bond in accordance with the provisions of the Bond and this resolution, to serve as the County's paying agent for the Bond and to carry out all of the Bond Registrar's powers and duties under this resolution. The Bond Registrar shall be responsible for its representations contained in the Bond Registrar's Certificate of Authentication on the Bond.

(b) The Bond Registrar shall keep, or cause to be kept sufficient books for the registration and transfer of the Bond (the "Bond Register"), which books shall be open to inspection by the County at all times. The County and the Bond Registrar may deem and treat the owner of the Bond registered on the Bond Register (the "Registered Owner") as the absolute owner of the Bond for the purpose of receiving payment of principal and interest, and for all other purposes, and neither the County nor the Bond Registrar shall be affected by any notice to the contrary other than proper notice of assignment or transfer of the ownership of the Bond on the Bond Register.

(c) The Bond may be transferred only in whole and if endorsed in the manner provided thereon and surrendered to the Bond Registrar. No Registered Owner shall transfer the Bond to a subsequent investor unless that Registered Owner causes such investor to receive such information regarding the County, CRID No. 21, the Bond and the security for the payment of the Bond as is necessary to comply with Rule 10b-5 of the Securities and Exchange Commission. Any such transfer shall be without cost to the Registered Owner or transferee (other than the costs incurred by the Registered Owner or transferee in preparing and delivering such transfer certificate) and shall be noted in the Bond Register. The Bond Registrar shall not be obligated to transfer the Bond during the 15 days preceding any installment payment or prepayment date.

Section 4. Payment of the Bond. Both principal of and interest on the Bond shall be paid in lawful money of the United States of America, and shall be payable solely out of the Benton County Road Improvement District No. 21 Fund (the "Debt Service Fund"), which fund has been established pursuant to RCW 36.88.160, and from the Guaranty Fund. The principal of and

interest on the Bond shall be paid by check, draft or electronic transfer of the Bond Registrar sent to the Registered Owner so that such Registered Owner receives said payments when due at the address appearing on the Bond Register. Upon receipt of the final installment payment of principal of and interest on the Bond, whether on the Maturity Date or upon prepayment, the Registered Owner shall present and surrender the Bond to the Bond Registrar to be destroyed or cancelled in accordance with law. If principal of the Bond is not paid when due, the County shall be obligated to pay interest on such overdue principal at the same rate provided in the Bond until such principal, together with interest thereon, is paid in full or until sufficient money for its payment in full is on deposit in the Debt Service Fund (or in a trust account established to refund or defease the Bond), and the principal represented has been called for payment by giving notice of that call to the Registered Owner. The Bond is not subject to acceleration upon the occurrence of a payment default.

Section 5. Redemption Provisions.

(a) The County shall redeem the principal of the Bond on any interest payment date to the extent there is sufficient money in the Debt Service Fund to pay such principal over and above the amount required for the payment of the interest due on such interest payment date.

(b) Prior to June 1, 2026, the principal of the Bond shall be redeemed solely assessments collected within CRID No. 21. From and after June 1, 2026, the principal of the Bond may be redeemed from other money of the County legally available therefor and deposited in the Debt Service Fund (including proceeds of refunding bonds).

(c) The County shall cause notice of any intended redemption of the principal of the Bond to be given not less than 10 nor more than 45 days prior to the date fixed for redemption by first-class mail, postage prepaid, to the Registered Owner of the Bond at the address appearing on the Bond Register at the time the Bond Registrar prepares the notice, and the requirements of this sentence shall be deemed to have been fulfilled when notice has been mailed as so provided, whether or not it is actually received by such Registered Owner.

Section 6. Pledge of Assessment Payments. Assessments hereafter collected in CRID No. 21, together with interest and penalties, if any, are pledged to the payment of the Bond. The County shall deposit such assessments, interest and penalties into the Debt Service Fund upon receipt; *provided*, the County may use a portion of the interest collected on account of such assessments in the manner specified in Section 11 of this resolution. The Bond is payable solely out of the Debt Service Fund and the Guaranty Fund in the manner provided by law. The Bond is not a general obligation of the County.

Section 7. Form and Execution of Bond. The Bond shall be prepared in a form consistent with the provisions of this resolution and State law and shall be signed by the Chair of the Board and the County Auditor, either or both of whose signatures may be manual or in facsimile. The Bond shall be printed at County expense and shall be delivered to the Purchaser, together with the approving legal opinion of Bond Counsel regarding the Bond.

The Bond shall not be valid or obligatory for any purpose, or entitled to the benefits of this resolution, unless the Bond bears a certificate of authentication manually signed by the Bond Registrar stating: "This Bond is the fully registered County Road Improvement District No. 21 Bond of Benton County, Washington, described in the Bond Resolution." A minor deviation in the language of such certificate shall not void a certificate of authentication that otherwise is substantially in the form of the foregoing. The authorized signing of a certificate of authentication

shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this resolution.

If any officer whose manual or facsimile signature appears on the Bond ceases to be an officer of the County authorized to sign bonds before the Bond bearing his or her signature is authenticated or delivered by the Bond Registrar or issued by the County, the Bond nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be as binding on the County as though that person had continued to be an officer of the County authorized to sign bonds. The Bond also may be signed on behalf of the County by any person who, on the actual date of signing of the Bond, is an officer of the County authorized to sign bonds, although he or she did not hold the required office on the date of issuance of the Bond.

Section 8. Tax Covenants; Designation of the Bond as a “Qualified Tax-Exempt Obligation”.

(a) Preservation of Tax Exemption for Interest on the Bond. The County covenants that it will take all actions necessary to prevent interest on the Bond from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of the Bond or other funds of the County treated as proceeds of the Bond at any time during the term of the Bond which will cause interest on the Bond to be included in gross income for federal income tax purposes.

(b) Post-Issuance Compliance. The Board hereby adopts the post-issuance compliance policies and procedures for tax-exempt bonds attached hereto as Attachment A, which policies shall apply to the Bond and the County’s other outstanding bonds.

(c) Designation of the Bond as a “Qualified Tax-Exempt Obligation.” The County designates the Bond as a “qualified tax-exempt obligation” for the purposes of Section 265(b)(3) of the Code, and makes the following findings and determinations: (i) the Bond does not constitute a “private activity bond” within the meaning of Section 141 of the Code; (ii) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds and other obligations not required to be included in such calculation) that the County and any entity subordinate to the County (including any entity that the County controls, that derives its authority to issue tax-exempt obligations from the County, or that issues tax-exempt obligations on behalf of the County) will issue during the calendar year in which the Bond is issued will not exceed \$10,000,000; and (iii) the amount of tax-exempt obligations, including the Bond, designated by the County as “qualified tax-exempt obligations” for the purposes of Section 265(b)(3) of the Code during 2016 is issued will not exceed \$10,000,000.

Section 9. Refunding or Defeasance of the Bond. The County may issue refunding bonds pursuant to State law or use money available from any other lawful source to carry out a refunding or defeasance plan, which may include (a) paying when due the principal of and interest on the Bond; (b) redeeming the Bond prior to its maturity; and (c) paying the costs of the refunding or defeasance. If the County sets aside in a special trust fund or escrow account irrevocably pledged to that redemption or defeasance (the “trust account”), money and/or government obligations (as defined in RCW 39.53.010) maturing at a time or times and bearing interest in amounts sufficient to redeem, refund or defease the Bond in accordance with its terms, then all right and interest of the Registered Owner of the Bond in the covenants of this resolution and in the funds and accounts obligated to the payment of the Bond shall cease and become void. Thereafter, the Registered Owner of the Bond shall have the right to receive payment of the principal of and interest on the Bond solely from the trust account and the Bond shall be deemed

no longer outstanding. In that event, the County may apply money remaining in the Debt Service Fund to any lawful purpose.

Section 10. Use of Bond Proceeds. The principal proceeds of the Bond shall be deposited into the Debt Service Fund and shall be used to repay interfund loans incurred to finance the costs of the improvements within CRID No. 21 and to pay the costs of issuance of the Bond.

Section 11. Fixing Interest Rate on Assessments. Pursuant to Section 3 of Resolution No. 2016-191, the interest rate on the installments and delinquent payments of the special assessments in CRID No. 21 is fixed at the rate of 3.90% per annum. Any fee charged against CRID No. 21 by the County Treasurer pursuant to RCW 36.29.180 shall be paid from the interest received on assessments (but only to the extent such interest relates to the 0.5% difference between the County's net interest cost and the interest rate fixed for the assessments in CRID No. 21).

Section 12. Approval of Commitment Letter. The Purchaser has presented the Commitment Letter to the County, which Commitment Letter is on file with the Clerk of the Board and is incorporated herein by this reference. The Board finds that accepting the terms of the Commitment Letter is in the County's best interest and therefore accepts the offer contained therein and authorizes its execution (if necessary) by the Chair of the Board (or the Chair Pro-Tem of the Board in the absence of the Chair).

Section 13. General Authorization and Ratification. The Chair of the Board, the County Auditor, the County Treasurer, the Clerk of the Board, and other appropriate officers of the County are severally authorized and directed to take such actions and to execute such documents as in their judgment may be necessary or desirable to carry out the terms of, and complete the transactions contemplated by, this resolution and the Commitment Letter (including everything necessary for the prompt delivery of the Bond to the Purchaser and for the proper use of the proceeds of the sale thereof). All actions taken prior to the effective date of this resolution in furtherance of and not inconsistent with the provisions of this resolution are hereby ratified and confirmed in all respects.

Section 14. Severability. The provisions of this resolution are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this resolution to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this resolution in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

Section 15. Effective Date of Resolution. This resolution shall be effective immediately upon its adoption.

ADOPTED by the Board of County Commissioners of Benton County, Washington, at a regular open public meeting thereof, held on August 16, 2016.

Chairman

Chairman Pro-Tem

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

Attest: _____
Clerk of the Board

CERTIFICATION

I, Cami McKenzie, Clerk of the Board of County Commissioners (the "Board") of Benton County, Washington, hereby certify as follows:

1. The foregoing Resolution No. 2016-16 (the "Resolution") is a full, true and correct copy of the Resolution duly adopted at a regular meeting of the Board held at the regular meeting place thereof on August 16, 2016, as that Resolution appears on the minute book of the County, and the Resolution is now in full force and effect; and

2. A quorum was present throughout the meeting and a sufficient number of members of the Board voted in the proper manner for the adoption of the Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on August 16, 2016.

BENTON COUNTY, WASHINGTON

Clerk of the Board of County Commissioners

(S E A L)

Attachment A

Benton County Board of County Commissioners
Post-Issuance Compliance Policies and Procedures for Tax-Exempt Bonds

1. Purpose. The purpose of these post-issuance compliance policies and procedures ("Compliance Policy") for tax-exempt bonds issued by Benton County, Washington (the "County") is to ensure that the County will be in compliance with requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied with respect to tax-exempt bonds and other obligations ("bonds") after the bonds are issued so that interest on the bonds will be and remain tax-exempt.

2. Responsibility for Monitoring Post-Issuance Tax Compliance. The Board of County Commissioners has the overall, final responsibility for monitoring whether the County is in compliance with post-issuance federal tax requirements for the County's tax-exempt bonds. However, the Board of County Commissioners assigns to the County Treasurer (the "Treasurer") the primary operating responsibility to monitor the County's compliance with post-issuance federal tax requirements for the County's tax-exempt bonds.

3. Arbitrage Yield Restriction and Rebate Requirements. The Treasurer shall maintain or cause to be maintained records of:

(a) purchases and sales of investments made with bond proceeds (including amounts treated as "gross proceeds of bonds under section 148 of the Code) and receipts of earnings on those investments;

(b) expenditures made with bond proceeds (including investment earnings on bond proceeds) for the governmental purposes of the bonds, such as for the costs of purchasing, constructing and/or renovating property and facilities;

(c) information showing, where applicable for a particular calendar year, that the County was eligible to be treated as a "small issuer" in respect of bonds issued in that calendar year because the County did not reasonably expect to issue more than \$5,000,000 of tax-exempt bonds in that calendar year;

(d) calculations that will be sufficient to demonstrate to the Internal Revenue Service ("IRS") upon an audit of a bond issue that, where applicable, the County has complied with an available spending exception to the arbitrage rebate requirement in respect of that bond issue;

(e) calculations that will be sufficient to demonstrate to the IRS upon an audit of a bond issue for which no exception to the arbitrage rebate requirement was applicable that the rebate amount, if any, that was payable to the United States of America in respect of investments made with gross proceeds of that bond issue was calculated and timely paid with Form 8038-T timely filed with the IRS; and

(f) information and records showing that investments held in yield-restricted advance refunding or defeasance escrows for bonds, and investments made with unspent bond proceeds after the expiration of the applicable temporary period, were not invested in higher-yielding investments.

4. Restrictions on Private Business Use and Private Loans. The Treasurer shall educate and inform the heads of those departments of the County (the “users”) for which land, buildings, facilities and equipment (“property”) are financed with proceeds of tax-exempt bonds about the restrictions on private business use that apply to that property after the bonds have been issued, and of the restriction on the use of proceeds of tax-exempt bonds to make or finance any loan to any person other than a state or local government unit. In particular, following the issuance of bonds for the financing of property, the Treasurer shall provide to the users of the property (other than members of the general public, to the extent they have no contract or special legal entitlement to use the property) a copy of this Compliance Policy and other appropriate written guidance advising that:

(a) “private business use” means use by any person other than a state or local government unit, including business corporations, partnerships, limited liability companies, associations, nonprofit corporations, natural persons engaged in trade or business activity, and *the United States of America and any federal agency*, as a result of ownership of the property or use of the property under a lease, management or service contract (except for certain “qualified” management or service contracts), output contract for the purchase of electricity or water, privately sponsored research contract (except for certain “qualified” research contracts), “naming rights” contract, “public-private partnership” arrangement, or any similar use arrangement that provides special legal entitlements for the use of the bond-financed property;

(b) under section 141 of the Code, no more than 10% of the proceeds of any tax-exempt bond issue (including the property financed with the bonds) may be used for private business use, of which no more than 5% of the proceeds of the tax-exempt bond issue (including the property financed with the bonds) may be used for any “unrelated” private business use—that is, generally, a private business use that is not functionally related to the governmental purposes of the bonds; and no more than *the lesser* of \$5,000,000 or 5% of the proceeds of a tax-exempt bond issue may be used to make or finance a loan to any person other than a state or local government unit;

(c) before entering into any special use arrangement with a nongovernmental person that involves the use of bond-financed property, the County user must consult with the Treasurer, provide the Treasurer with a description of the proposed nongovernmental use arrangement, and determine whether that use arrangement, if put into effect, will be consistent with the restrictions on private business use of the bond-financed property;

(d) in connection with the evaluation of any proposed nongovernmental use arrangement, the Treasurer should consult with nationally recognized bond counsel to the County as may be necessary to obtain federal tax advice on whether that use arrangement, if put into effect, will be consistent with the restrictions on private business use of the bond-financed property, and, if not, whether any “remedial action” permitted under section 141 of the Code may be taken by the County as a means of enabling that use arrangement to be put into effect without adversely affecting the tax-exempt status of the bonds that financed the property; and

(e) the Treasurer and the County user of the property shall maintain records of such nongovernmental uses, if any, of bond-financed property, including copies of the pertinent leases, contracts or other documentation, and the related determination that those nongovernmental uses are not inconsistent with the tax-exempt status of the bonds that financed the property.

5. Records to be Maintained for Tax-Exempt Bonds. It is the policy of the County that, unless otherwise permitted by future IRS regulations or other guidance, written records (which may be in electronic form) will be maintained with respect to each County bond issue for as long as those bonds remain outstanding, plus three years. For this purpose, the bonds include refunding bonds that refund the original bonds and thereby refinance the property that was financed by the original bonds. The records to be maintained are to include:

(a) the official Transcript of Proceedings for the original issuance of the bonds;

(b) records showing how the bond proceeds were invested, as described in 3(a) above;

(c) records showing how the bond proceeds were spent, as described in 3(b) above, including property purchase and construction contracts, progress payment requests, invoices, cancelled checks, payment of bond issuance costs, and records of “allocations” of bond proceeds to make reimbursement for project expenditures made before the bonds were actually issued;

(d) information, records and calculations showing that, with respect to each bond issue, the County was eligible for the “small issuer” exception or one of the spending exception to the arbitrage rebate requirement or, if not, that the rebate amount, if any, that was payable to the United States of America in respect of investments made with gross proceeds of that bond issue was calculated and timely paid with Form 8038-T timely filed with the IRS, as described in 3(c), (d) and (e) above; and

(e) records showing that special use arrangements, if any, affecting bond-financed property made by the County with nongovernmental persons, if any, are consistent with applicable restrictions on private business use of property financed with proceeds of tax-exempt bonds and restrictions on the use of proceeds of tax-exempt bonds to make or finance loans to any person other than a state or local government unit, as described in 4 above.

The basic purpose of the foregoing record retention policy for the County’s tax-exempt bonds is to enable the County to readily demonstrate to the IRS upon an audit of any tax-exempt bond issue that the County has fully complied with all federal tax requirements that must be satisfied after the issue date of the bonds so that interest on those bonds continues to be tax-exempt under section 103 of the Code.

6. Education Policy With Respect to Federal Tax Requirements for Tax-Exempt Bonds. It is the policy of the County that the Treasurer and the heads of those County departments for which land, buildings, facilities and equipment are financed with proceeds of tax-exempt bonds should be provided with education and training on federal tax requirements applicable to tax-exempt bonds. The County recognizes that such education and training is vital as a means of ensuring that the County remains in compliance with those federal tax requirements in respect of its bonds. The County therefore will enable and encourage, to the extent the County can afford to do so, those personnel to attend and participate in the educational and training programs offered by, among others, the Washington Public Treasurers Association and the Washington Finance Officers Association with regard to the federal tax requirements applicable to tax-exempt bonds.



August 9, 2016

Board of County Commissioners
Benton County
Benton County Courthouse
620 Market Street
Prosser, WA 99350

Re: Banner Bank Commitment Letter – County Road Improvement District No. 21

Greetings:

Banner Bank (“Bank”) is pleased to present to you and to Benton County, Washington (“County”) the following commitment in the amount of \$773,373.30 to purchase the County Road Improvement District No. 21 (“CRID No. 21”) Bond (“Bond”).

This commitment letter constitutes a commitment or agreement on the part the Bank to purchase this Bond and substantially represents the terms and conditions, based upon information provided, under which the Bank will purchase said Bond from the County. The terms and conditions below are not all-inclusive, but generally describe the Bank’s commitment to the County.

- Issuer/Borrower:** Benton County, Prosser, Washington (“County”).
- Amount:** \$773,373.30.
- Proposed Form:** Tax-exempt bank-qualified county road improvement district bond.
- Term/Life:** Approximately seventeen (17) years.
- Maturity:** June 1, 2033.
- Interest Rate:** Tax-exempt bank qualified interest rate of 3.40% per annum fixed for the seventeen-year life or term of the Bond. Interest on the outstanding principal balance of the Bond shall be calculated on the basis of the actual number of days elapsed over a year of 360 days, and shall be payable annually on each June 1, commencing June 1, 2017, to the Maturity Date or earlier prepayment of the Bond.
- Bank Fee:** Bank origination fee of \$4,000 is payable at closing. The County is responsible for its bond counsel fees and its financial advisor fees.



Repayment: The Bond is to be structured with the full \$773,373.30 principal amount of the Bond due and payable on or before the Maturity Date; interest to be calculated on an actual/360-day basis.

Prepayment: The County may prepay the principal amount of the Bond, in whole or in part, on any annual interest payment date with not less than ten nor more than 45 days prior written notice to the Bank. Any prepayment amount shall be made without fee.

Security: The County pledges that for as long as this Bond is outstanding, the County will irrevocably pledge and covenant that assessments collected in CRID No. 21, together with interest and penalties, if any, are pledged to the payment of the Bond. The County shall deposit such assessments, interest and penalties into the Debt Service Fund upon receipt; *provided*, the County may use a portion of the interest collected on account of such assessments in the manner specified in Section 11 of the Bond Resolution authorizing the issuance of this Bond. The Bond is payable solely out of the Debt Service Fund and the Guaranty Fund in the manner provided by law.

Legal Opinion: Bank shall receive a legal opinion from the County's legal counsel, satisfactory to the Bank, (1) stating that all the terms and conditions in the Resolution authorizing this Bond and of other bond documents, and the transactions described therein, are in full compliance with Washington State Law and Federal Law, are binding upon and enforceable against the County and do not violate the County's formation or constituent documents, or any applicable law; (2) stating that the indebtedness being incurred is a legal and valid obligation of the County; (3) stating the County has designated the Bond as a qualified tax-exempt obligation pursuant to Section 265(b)(3) of the United States IRS Code ("Code") and stating that the interest income to the Bank is excluded from federal income tax pursuant to Section 103 of the Code (4) confirming the authority of the County to incur the indebtedness and to issue this Bond; and (5) confirming that the County's resolution authorizing this Bond indebtedness and authorizing the County's irrevocably pledging of the security for repayment of this indebtedness is valid and authorized.

Board Resolution: Bank shall receive prior to closing a copy of the board resolution adopted by the County's board of commissioners authorizing the issuance of the Bond debt and pledging the security for repayment of the Bond. The board resolution shall include County's acknowledgment and acceptance of and agreement with the terms and conditions of this commitment letter as set forth hereinabove.

Board of Benton County Commissioners
August 9, 2016

- Bond:** Bank shall receive the original fully executed County Road Improvement District No. 21 (“CRID No. 21”) Bond at closing.
- Reports:** Financial information as requested by Bank, including the County’s in-house financial statements/reports. The County shall provide Bank with County’s audited annual financial statements.
- Documentation:** Bond resolution, the Bond and related bond documentation to be prepared by the County’s legal counsel and subject to review and acceptance by the Bank.

We appreciate this opportunity to partner with the County on funding road improvements important to the property owners in CRID No. 21.

Sincerely,



Teresa McCord
Vice President and Relationship
Manager

Email: TMcCord@bannerbank.com
Office: 509-735-0880 (Direct)



Darwin W. Parker
Vice President Public Finance
and Government Banking

Email: DParker@bannerbank.com
Office: 509-735-0889 (Direct)

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: BUDGET ADJUSTMENTS TO THE 2015-2016 CURRENT EXPENSE FUND NO. 0000-101, DEPARTMENT 115, BUDGET IN THE AMOUNT OF \$4,300,000

WHEREAS, the Deputy County Administrator has requested a budget adjustment to the Current Expense Budget (Fund No. 0000-101, Department No. 115) in the amount of \$4,300,000 because on January 26, 2016 the Public Services Administrator was authorized to hire Meier Architecture and Engineering to complete design and construction documents for the re-roofing of 5 buildings located at the Justice Center Campus: Old Courts, New Courts, Jail, Coroner and Health District. Re-Roofing Project. Then on June 21, 2016 the Public Services Administrator was then authorized to proceed with advertising for bids from qualified Contractor's for this project; and

WHEREAS, a public hearing was held on Tuesday, August 16, 2016, at 9:00am at which time the public was given an opportunity to speak in favor or in opposition to the proposed adjustments; and

WHEREAS, the Board finds said adjustments to be in the best interest of the citizens of Benton County; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, that the budget adjustments to the 2015-2016 Current Expense Budget (Fund No. 0000-101, Department No. 115), in the amount of \$4,300,000, be approved per the attached request.

Dated this _____ day of _____, 2016.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Commissioners' Date Stamp:

**TRANSMITTAL
REQUEST FOR BUDGET ADJUSTMENT**

Fund Name: Current Expense	Fund Number: 0000101
Dept Name: Non-Departmental	Dept Number: 115

Request Summary

Expenditure		Additional Amount	Revised Budget
BARS Number	Item Name		
597.100.0017	T/O to Capital Project Fund	4,300,000	4,300,000
Total Adjustment		\$4,300,000	

Revenue		
BARS Number	Item Name	Amount
000101.291.74.0001	Estimated Beginning Fund Balance	4,300,000
Total Revenue		\$4,300,000

Basis for Budget Adjustment (Attach Documentation as Appropriate):
 On January 26, 2016 the Public Services Administrator was authorized to hire Meier Architecture and Engineering to complete design and construction documents for the re-roofing of 5 buildings located at the Justice Center Campus: Old Courts, New Courts, Jail, Coroner and Health District. Re-Roofing Project. On June 21, 2016 the Public Services Administrator was then authorized to proceed with advertising for bids from qualified Contractor's for this project.

Commissioners

- Approved for Hearing
- Denied

CHAIRMAN

Review Notes: _____

COMMISSIONER

COMMISSIONER

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>August 16, 2016</u>	Execute Agreement _____	Consent Agenda <u>X</u>
Subject: <u>Budget Adjustments 2016</u>	Pass Resolution <u>X</u>	Public Hearing _____
<u>Solid Waste 0155-101, Dept. 000</u>	Pass Ordinance _____	1st Discussion _____
Prepared by: <u>gnd</u>	Pass Motion _____	2nd Discussion _____
Reviewed by: <u>MSR</u>	Other _____	Other _____

BACKGROUND INFORMATION

The Benton County Road Department has been working towards the construction of a new fixed facility for its moderate risk waste program since the last facility burned down in 2010. One site that has been considered in previous studies is the Benton County road maintenance facility in Kennewick (1709 S Ely Street; parcels 111892020029000 and 111892020046002). Due to certain unique characteristics of the property – including its relative nearness to SR-395, its current ownership by a Benton County fund, and the construction of a new road maintenance facility in Kennewick that resulted in the current facility being vacated – the Benton County Road Department, following a feasibility study on the site produced in June 2015, has proceeded with the process of designing and constructing a new moderate risk waste facility (MRWF) at this site (Res. 2015-574). The property is, at this time, still held by the Benton County ER&R Fund (0501101). The Benton County Solid Waste Fund (0155101) is currently in a position to receive ownership from the ER&R Fund for the one-time cost of \$450,000.

This was approved on July 12, 2016, by Resolution 2016-552. A public hearing shall be held prior to the budget adjustment that will be used for this transferal.

SUMMARY

An adjustment to the Benton County Solid Waste Fund (#0155101) of \$450,000 is requested in order to make such funds available for the purchase of a building for a new moderate risk waste facility.

RECOMMENDATION

The County Engineer recommends that the Board approve the budget adjustment of \$450,000 within the Solid Waste Fund (#0155101).

FISCAL IMPACT

The Solid Waste Fund (#0155101) will have a revised budget item of \$450,000 in the “Buildings” BARS code (0155101.000.00000.594.370.6201).

MOTION

Approve as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: BUDGET ADJUSTMENTS TO THE 2015-2016 SOLID WASTE COLLECTIONS FUND NO. 0155-101, DEPARTMENT 000, BUDGET IN THE AMOUNT OF \$450,000

WHEREAS, on July 12, 2016 the Solid Waste department was authorized to purchase the old Kennewick maintenance shop located at 1709 S Ely Street after a feasibility study on the site produced in June 2015 recommended the building would be able to be retrofitted into a moderate risk waste facility to serve the residents of Benton County; and

WHEREAS, the County Engineer has requested a budget adjustment to the Solid Waste Collection Budget (Fund No. 0155-101, Department No. 000) in the amount of \$450,000 in order to make the purchase; and

WHEREAS, a public hearing was held on Tuesday, August 16, 2016, at 9:00am at which time the public was given an opportunity to speak in favor or in opposition to the proposed adjustments; and

WHEREAS, the Board finds said adjustments to be in the best interest of the citizens of Benton County; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, that the budget adjustments to the 2015-2016 Solid Waste Collections Budget (Fund No. 0155-101, Department No. 000), in the amount of \$450,000, be approved per the attached request.

Dated this _____ day of _____, 2016.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Commissioners' Date Stamp:

**TRANSMITTAL
REQUEST FOR BUDGET ADJUSTMENT**

Fund Name:	Solid Waste Collections	Fund Number:	0155101
Dept Name:	Public Works	Dept Number:	000

Request Summary

Expenditure		Additional	Revised
BARS Number	Item Name	Amount	Budget
0155101.000.00000.594.370.6201	Buildings	450,000	450,000
Total Adjustment		\$450,000	

Revenue		
BARS Number	Item Name	Amount
0155101.291.74.0001	Estimated Beginning Fund Balance	450,000
Total Revenue		\$450,000

Basis for Budget Adjustment (Attach Documentation as Appropriate):
 On July 12, 2016 the Solid Waste Coordinator was authorized to purchase the old Kennewick maintenance shop located at 1709 S Ely Street after a feasibility study on the site produced in June 2015 recommended the building would be able to be retrofitted into a moderate risk waste facility to serve the residents of Benton County.

Commissioners

- Approved for Hearing
- Denied

CHAIRMAN

COMMISSIONER

COMMISSIONER

Review Notes: _____

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>Aug. 9, 2016</u>	Execute Contract _____	Consent Agenda _____
Subject: <u>Social Media Strategy</u>	Pass Resolution _____	Public Hearing _____
Prepared by: <u>Shyanne Faulconer</u>	Pass Ordinance _____	1st Discussion <u>X</u>
Reviewed by:	Pass Motion _____	2nd Discussion _____
	None <u>X</u>	Other _____

BACKGROUND INFORMATION

Benton County currently does not have a social media strategy in place to provide guidelines to employees for social media use on behalf of the County. This strategy is created to ensure that those involved in social media are all on the same page and that incidents are avoided. A brief overview of the strategy will be provided in this presentation as well as a copy of the strategy document. No action is needed on this presentation.

SUMMARY

The main goal of the County having a general social media account is to increase its participation with the community, increase transparency, and open up new forms of communication between government officials and the people they serve. Having a social media presence allows Benton County to further interact and engage with the community and the people we serve, as well as enabling the County website to be more interactive and effective for our visitors. Giving the public a way to interact with the County in this way encourages residents to share County content on their personal social media as well as directly engage with the County.

The County currently has a limited social media presence that is largely on Facebook. However, few of the Facebook pages are maintained on a regular basis. By consolidating some of the inactive pages with the general County page, the public will be able to more easily access information and the County will be seen in a more consistent way.

Staff has been developing a social media strategy to respond to a changing communication landscape and this is the opportunity to share with the Board the developments and work that has been done.

There are a process of steps to achieve a successful social media experience:

1. Define the Audience
2. Find the Right Platform
3. Goals and Objectives
4. Strategy and Implementation

FISCAL IMPACT

None.

Benton County Commissioners
620 Market St., Prosser, WA 99350
Tel (509) 786-5600
www.co.benton.wa.us

REV 25 JULY 2016



BENTON COUNTY: SOCIAL MEDIA STRATEGY

2016

Strategy and implementation guide for Benton County social media presence.

TABLE OF CONTENTS

Contents

Why Social Media? _____	1
Benton County Vision for Social Media _____	1
Why Have a Strategy and Guidelines? _____	1
Types of Content _____	1
Building the Benton County Brand _____	1
Current Social Media Presence _____	2
Existing Pages, Platforms, and Updates _____	2
Review & Recommendation _____	2
Public Records _____	2
Step 1: Defining Our Audience _____	3
Who Are We Wanting to Target? _____	3
Different Platforms Can Be Used to Target Different Groups _____	3
The Benton County Audience _____	3
Step 2: Find the Right Platform _____	4
Facebook _____	4
Twitter _____	4
LinkedIn _____	4
Recommendation _____	4
Step 3: Goals & Objectives _____	5
Goal 1 _____	5
Goal 2 _____	5
Goal 3 _____	5
Goal 4 _____	5
Goal 5 _____	5
Step 4: The Strategy & Implementation _____	6
Why Implement This Strategy? _____	6
Who Will Implement this Strategy? _____	6
Recommendation _____	6
The Strategy _____	6
Timeline _____	7

WHY SOCIAL MEDIA?

Why Social Media?

BENTON COUNTY VISION FOR SOCIAL MEDIA

Having a social media presence allows Benton County to further interact and engage with the community and the people we serve, as well as enabling the county website to be more interactive for our visitors. Adding “share” buttons to the County website, which connect to the related social media page, gives the public an opportunity to show their support or concern regarding the various items found in the website.

Giving the public the ability to interact with us in this way encourages residents to share County content on their personal social media sites and to directly engage with the County and various other sectors. By embracing the use of social media, even its most basic form, Benton County increases its participation in the community, its transparency, and its collaboration, opening up new forms of communication between government and the people it serves.

WHY HAVE A STRATEGY AND GUIDELINES?

Because of the nature of social media – to encourage sharing and conversation – it is integral that the County develops clear guidelines for social media use to ensure that everyone involved is on the same page and that violations are avoided.

TYPES OF CONTENT

Depending on the platform, there are various messages that can be conveyed using social media. Some examples include:

- Meeting dates, times, and basic information (i.e. public hearings)
- Updates about new programs, parks, etc. that the public has shown interest in
- Photos and videos of meetings, hearings, park renovations, building updates, etc. that can show the public where their tax dollars are going
- One-on-one videos with Commissioners to provide general updates about the county
- Tweets and posts on new job openings

BUILDING THE BENTON COUNTY BRAND

There are many aspects that play into developing a social media strategy and implementation plan. A large part of that includes the development of a standard brand that can be used throughout the organization. As with any other form of communication, consistency is key to building trust within the community, remaining transparent, and being easily recognizable. A standardized logo is the first step to building the brand.

CURRENT SOCIAL MEDIA PRESENCE

Current Social Media Presence

EXISTING PAGES, PLATFORMS, AND UPDATES

DEPARTMENT	PLATFORM	LIKES/FOLLOWERS	LAST POST/UPDATE
Benton County, WA Government	Facebook	30	July 26, 2016
Benton County GIS	Facebook	27	June 8, 2016
Benton County Information Technology	Facebook	N/A (Private Acct)	June 1, 2016
** Benton-Franklin Counties Juvenile Justice Center	Facebook	52	January 2, 2015
Benton County Office of Public Defense	Facebook	1	None
Benton County Solid Waste	Facebook	30	October 1, 2015
Benton County Animal Control	Facebook	4644	July 21, 2016
Benton Auditor	Facebook	323	July 20, 2016
Benton County Parks	Facebook	190	July 8, 2016
Benton Auditor	Twitter	407	July 19, 2016
Benton County, WA	Twitter	16	July 21, 2016
Benton County District Court	LinkedIn	4	None
Benton County Superior Court	LinkedIn	2	None
Benton County Assessor's Office	LinkedIn	2	None
Benton County Auditor	LinkedIn	2	None

**This page is a bi-county representative and may require bi-county efforts to update the page. Pages highlighted in blue are general county pages that were started in June 2016.

REVIEW & RECOMMENDATION

Currently, the County departments that have a social media presence are largely on Facebook. None of these pages are “verified” (meaning that someone has taken the time to make the page official) and many haven’t had any updates for months. That being said, in order to effectively use social media, the County must develop a strategy to effectively use various platforms.

PUBLIC RECORDS

Benton County online public records are managed by Smarsh Archiving Solution. This entity is able to keep 24/7 public records retention on social media platforms such as Facebook, Twitter, LinkedIn, Instagram and more, as well as email and instant messaging. More information about public records retention, archiving, and schedules can be found the Benton County Social Media Policy & Procedure document (release TBD).

STEP 1: DEFINING OUR AUDIENCE

Step 1: Defining Our Audience

WHO ARE WE WANTING TO REACH?

The most important part of developing a social media strategy is figuring out who the target audience is. This can be specific or broad, but it is very important to know who these people are in order to effectively reach them where they are at. In the digital world we live in, people don't seek out information as much as they expect it to be there for them with minimal research or digging. That's where social media comes in.

DIFFERENT PLATFORMS CAN BE USED TO TARGET DIFFERENT GROUPS

Twitter is a live-update platform, LinkedIn is largely used by professionals and companies to share business-oriented information with one another, and Facebook is a personal sharing, collaborative platform. Blogs are another type of social media, which can be used as an organization-run news source.

THE BENTON COUNTY AUDIENCE

The Benton County audience is primarily the residents of Benton County, but can also be targeted to other government agencies, local businesses and organizations, job seekers, and individuals who want to learn more about what the county is doing. Based on existing platforms and target audience, Facebook and Twitter would be the best first step into social media to reach the target audience of the County.

STEP 2: FIND THE RIGHT PLATFORM

Step 2: Find the Right Platform

There are various social media platforms that the County could use to engage with the public. The most commonly used in government agencies are Facebook, Twitter, LinkedIn, and blogs. Below is a brief overview of each of these platforms and the pros/cons of each, ending with a recommendation on which platform(s) would be best for Benton County.

FACEBOOK

Facebook is one of the most widely recognized social media platforms, and would be an easy platform to manage when just starting out. One strength of Facebook is that it is widely used by varying groups of the community. However, younger generations are starting to move away from this platform because it isn't the newest, hottest platform in the mix.

TWITTER

Twitter is a faster, continuous, real-time platform. This platform allows users to post real-time updates to their followers using 140 characters or less. The character limit can be tricky, since it is easy for information to be misunderstood with such little information available. Twitter can be used with greater frequency on a daily basis. This platform is ideal for providing constant updates on trending topics and County information.

LINKEDIN

LinkedIn is typically used to target professional groups, and helps to build professional networks/relationships and to collaborate with others. This platform has fewer users and is more targeted to working professionals, as well as being less interaction-based. Many organizations use LinkedIn to post job openings, though most don't actively use it to promote ideas, programs, or events.

RECOMMENDATION

Facebook and Twitter would be the easiest to implement in the beginning – they are very similar platforms (in terms of content and set up) that are easily integrated. LinkedIn would be an ideal platform to incorporate within six months to a year.



STEP 3: GOALS & OBJECTIVES

Step 3: Goals & Objectives

GOAL 1

Develop and adopt a Benton County social media strategy and policy

- Objective 1: Identify key individuals for development and implementation of social media

GOAL 2

Increase the County's participation in social media and the public.

- Objective 1: By end of June, have Benton County Facebook and Twitter accounts in place. By end of July, begin weekly content posting/scheduling
- Objective 2: Begin discussions on how best to implement County brand consistency, including potentially merging smaller pre-existing Facebook pages into the Benton County page

GOAL 3

Build the County brand and image.

- Objective 1: Implement consistent logo/brand on social media by end of 2016
- Objective 2: Merge some of the smaller pre-existing Facebook pages with the new general County page and set up editors from those departments by the end of September 2016

GOAL 4

Maintain a consistent and coherent message between platforms and other County offices.

- Objective 1: Ensure that messages sent via Facebook and Twitter are consistent and coherent – check before every post to ensure that they're not duplicates or counterintuitive to one another

GOAL 5

Be a good partner to other local organizations and County entities by sharing their content and interacting with their pages.

- Objective 1: Share content from other County pages/City pages/local organizations once per day to maintain rapport with partners

STEP 4: THE STRATEGY & IMPLEMENTATION

Step 4: The Strategy & Implementation

WHY IMPLEMENT THIS STRATEGY?

It is essential that all staff and elected officials understand the goals and purpose of having a County social media presence – maintaining a high level of transparency and accountability with the public is a key function of the County, especially for elected officials. By having a social media presence, Benton County will be able to further involve the community in the decision-making process and receive valuable feedback.

WHO WILL IMPLEMENT THIS STRATEGY?

The Community Programs and Public Relations (CPPR) Coordinator will be the main point of contact for the social media accounts. However, multiple people throughout various departments (i.e. Commissioners, Personnel, Public Works, Parks, etc.) could contribute content. Content could be posted by these individuals directly, or could be sent to the CPPR Coordinator to post; a variety of content is essential to maintaining public interest

RECOMMENDATION

Have one person from selected departments provide the CPPR Coordinator with content on a weekly basis or as needed.

THE STRATEGY

As outlined in the timeline on the next page, there are a few key steps to implementation:

- August – September:
 - The Benton County Commissioners review and adopt social media strategy
 - Schedule content to go out on a weekly/daily basis (at least 1x day)
 - Set up other departments to begin scheduling their posts for events or happenings, merge smaller pages if applicable
- October – December:
 - Maintain weekly/daily updates on Facebook and Twitter – post at least 2x day
 - Set up a LinkedIn account (to be used for job posting and business resources)
 - Post updates 2x week on LinkedIn
- Throughout the process, respond to questions and concerns from the public as they are presented – reply to comments and be engaged and responsive.

TIMELINE

Timeline

This timeline is intended to serve as an approximation, and subject to change at any time.

AUGUST

- 1: Begin scheduling content to go out 1x weekly (plus 1 share/retweet)
- 15: Begin to aim for daily sharing/retweeting (sharing 1 post/tweet per day will help us build our page by having more content as well as being a good community partner)
- 30: Have small Facebook pages merged with general page and administrators in place from those departments (if approved by I.T., archiving company, and departments)
- 30: Analyze performance on each platform and send updates to officials monthly

SEPTEMBER

- 1: Begin training one person from other departments to begin posting weekly updates on projects, job openings, or meetings/events open to the public
- 15: Begin 2x/day posting on each platform
- 30: Analyze performance on each platform and send updates to officials/supervisors

OCTOBER

- Maintain daily/weekly posting schedules for Facebook and Twitter
- 30: Analyze performance on each platform and send updates to officials/supervisors

NOVEMBER

- Maintain daily/weekly posting schedules for Facebook and Twitter
- 30: Analyze performance on each platform and send updates to officials/supervisors

DECEMBER

- Maintain daily/weekly posting schedules for Facebook and Twitter
- 1: Set up LinkedIn account for the County
- 1: Aim to post 2x week on LinkedIn (job updates, business resources)
- 30: Analyze performance on each platform and send updates to officials/supervisors

BENTON COUNTY: SOCIAL MEDIA STRATEGY AND POLICY



The Main Goal:

To become a community resource for information, increase Benton County's participation with the community, increase transparency, and open up new forms of communication between government officials and the people they serve.

Why Social Media?

- ❑ Encourage interaction and sharing
- ❑ Spread important messages quickly
- ❑ Increase transparency of County
- ❑ Further develop and build the County brand to become more easily recognizable in the community
- ❑ Bring County communications into the 21st Century and connect with people where they are



Current Social Media Presence

As of July 21, 2016, the County departments that have a social media presence are largely on Facebook. None of these pages are “verified” (meaning that someone has taken the time to make the page official) and many haven’t had recent updates.

Department	Platform	Followers	Last Update
Benton County GIS	Facebook	27	6/8/16
Benton County Information Technology	Facebook	N/A	6/1/16
Benton-Franklin Counties Juvenile Justice Center	Facebook	52	6/2/15
Benton County Office of Public Defense	Facebook	1	None
Benton County Solid Waste (will be merging)	Facebook	30	10/1/15
Benton County Animal Control	Facebook	4644	7/21/16
Benton Auditor	Facebook	323	7/20/16
Benton County Parks	Facebook	190	7/8/16
Benton Auditor	Twitter	407	7/19/16
Benton County District Court	LinkedIn	4	None
Benton County Superior Court	LinkedIn	2	None
Benton County Assessor’s Office	LinkedIn	2	None
Benton County Auditor	LinkedIn	2	None

The Steps to Get There

STEP 1: Defining the Audience

In today's digital world, people often do not seek out information - they expect it to be there for them with minimal research or digging. This is why the audience must be defined and targeted.

STEP 3: Goals & Objectives

Five main goals with related, measurable objectives to be completed within the course of the first year after implementation. Overall message: be a community resource for information and integrity.

STEP 2: Finding the Right Platform

Facebook, Twitter, and LinkedIn are different platforms that serve different purposes:

- Facebook: Widely used, large audience
- Twitter: Live-stream updates on the go
- LinkedIn: Networking for professionals

STEP 4: The Strategy & Implementation

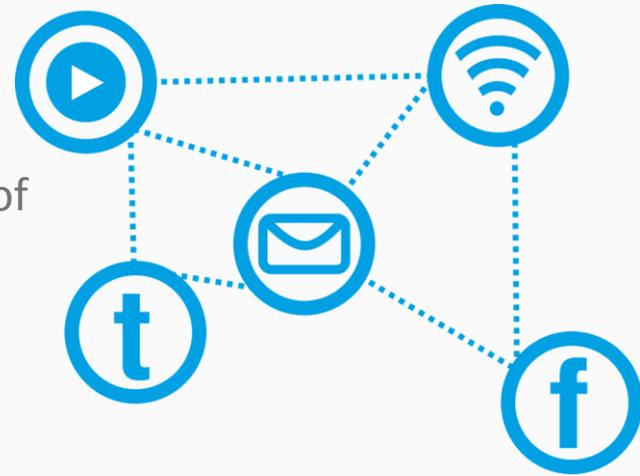
The strategy will be implemented throughout the course of 2016 and revised for the 2017-2018 biennium. The Community Programs & Public Relations Coordinator will oversee the implementation of the strategy and policy.

Social Media Policy

Purpose: To define the social media policy for Benton County and to address the fast-changing landscape of online communications

Policy: Personal vs. Professional Use, Applicability, Terms of Service, Copyright Law, Content Management, Public Records Law and applicable Records Retention Schedules.

Procedure: Implementation of new Facebook and Twitter Accounts, Records Retention Schedules



<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: Next Available <i>Aug. 16th 2010</i>	Execute Contract _____ Pass Resolution _____ Pass Ordinance _____ Pass Motion _____ Other _____	Consent Agenda _____ Public Hearing _____ 1st Discussion <u> X </u> 2nd Discussion _____ Other <u> X </u>
Subject: Grant Agreement #2163-2016-KHA; between Benton and Franklin Counties Department of Human Services and Housing Authority City of Kennewick		
Prepared by: Deena Horton, Admin Assist-DHS		
Reviewed by: Kyle Sullivan, Administrator-DHS		

BACKGROUND INFORMATION

The purpose of this discussion is to request that the 2163 funds be used for the Phase 2 of the Nueva Vista Project. The 2163 funds are primarily used for direct services. Because our vacancy rate is below 10% in Benton County it allows us to use the 2163 funds for construction of new housing (per section 18 of House Bill 2163.) We have obtained a current report from the Runstad Center for Real Estate Studies with the University of Washington that determines the vacancy rates in our county. The current vacancy rate for Benton County is 2.1%.

If funding is approved the purpose is to provide funding for the addition of twenty-eight (28) units of affordable housing to the Nueva Vista housing development located at 334 North Union Street, Kennewick, Washington 99336.

There will be a twenty percent (20%) set-aside for persons with disabilities, and a fifty percent (50%) set-aside for persons coming out of homelessness. This project will provide permanent supportive housing for individuals that have tremendous difficulty finding and being accepted into permanent housing that they can afford. Many homeless people, but by no means all, have a need for supportive social and health services, which will be provided by organizations that are committed to helping the tenants of this project.

COORDINATION

Kyle Sullivan, DHS
 Shela Berry, DHS

SUMMARY

Award: \$170,000.00
Period:
Funding Source: Benton County 2163 Homeless Housing Funds

RECOMMENDATION

- Recommending that the Benton County Board of Commissioners approves the use of 2163 funds for the Kennewick Housing Authority Nueva Vista phase 2 project.

FISCAL IMPACT

There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0154101 Homeless Housing Fund, for a Consideration amount of \$170,000.00.

MOTION

To approve the used of the 2163 funds to fund the Kennewick Housing Authority Nueva Vista Phase 2 project.



 Signature

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>August 16, 2016</u>	Execute Contract	<u>X</u>
Subject: <u>US Marshal Intergovernmental Agreement Modification</u>	Pass Resolution	<u>X</u>
Prepared by: <u>L. Small</u>	Pass Ordinance	_____
Reviewed by: <u>Ryan Lukson</u>	Pass Motion	_____
	Other	_____
	Consent Agenda	<u>X</u>
	Public Hearing	_____
	1st Discussion	_____
	2nd Discussion	_____
	Other	_____

BACKGROUND INFORMATION/ SUMMARY

Per Resolution 2014-756 dated October 14, 2014, the Board of Benton County Commissioners entered into an Intergovernmental Agreement No. 85-03-0031 with United States Marshal Service (USMS) for the housing of federal detainees at the Benton County Jail Facility.

The Benton County Sheriff’s Office currently is transporting USMS federal detainees to and from Spokane County Jail and Yakima County Jail, which is encompassed in the per diem rate of \$80.00 per inmate per day, however, is not accurately reflected in the current agreement.

The attached modification is for the purpose of adding Benton County Jail will provide jail to jail Guard/Transportation services to and from Spokane County Jail and Yakima County Jail, at its sole discretion, to the current Intergovernmental Agreement. Said transport movements are to only be performed on USMS prisoners housed at the Spokane County Jail and Yakima County Jail.

USMS is requesting the County sign the attached modification prior to obtaining their signature.

RECOMMENDATION

Approve the attached Resolution and Intergovernmental Agreement Modification between Benton County and United States Marshals Service for the purpose of adding jail to jail Guard/Transportation services to and from Spokane County Jail and Yakima County Jail, at its sole discretion, to the current agreement.

APPROVED AS TO FORM

Ryan Lukson

FISCAL IMPACT

No fiscal impact.

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE INTERGOVERNMENTAL AGREEMENT MODIFICATION BETWEEN UNITED STATES MARSHALS SERVICE AND BENTON COUNTY FOR THE HOUSING OF FEDERAL DETAINEES AT THE BENTON COUNTY JAIL FACILITY

WHEREAS, per Resolution 2014-756 dated October 14, 2014, the Board of Benton County Commissioners entered into an Intergovernmental Agreement No. 85-03-0031 with United States Marshal Service for the housing of federal detainees at the Benton County Jail Facility; and

WHEREAS, per Resolution 2015-255 dated March 31, 2015, the Board of County Commissioners approved Agreement No. 85-03-0031 Modification between Benton County and United States Marshal Service for the purpose of adding Prison Rape Elimination Act (PREA) and the Affordable Care Act (ACA) to the current Agreement; and

WHEREAS, the United States Marshal Service provided the Sheriff's Office with the attached written Modification for the purpose of adding jail to jail Guard/Transportation services to the current Intergovernmental Agreement; and

WHEREAS, Benton County Jail will be transporting to and from Spokane County Jail and Yakima County Jail, at its sole discretion. Transport movements are to only be performed on USMS prisoners housed at the Spokane County Jail and Yakima County Jail; and

WHEREAS, said jail to jail Guard/Transportation services are encompassed in the current per diem rate of \$80.00 per inmate per day, and this amendment is meant to clarify the existing understanding between the parties', as it is not accurately reflected in the current agreement; and

WHEREAS, the Jail Commander has reviewed the proposed Modification and recommends moving forward with the attached Agreement Modification for the purpose of clarifying the existing understanding that Benton County Jail will provide jail to jail Guard/Transportation services to and from Spokane County and Yakima County, at its sole discretion, in the current Intergovernmental Agreement No. 85-03-0031; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby approves the attached Agreement No. 85-03-0031 Modification between Benton County and United States Marshals Service for the purpose of adding Benton County Jail will provide jail to jail Guard/Transportation services to and from Spokane County and Yakima County, at its sole discretion, to the current Intergovernmental Agreement, as further outlined in the attached Modification; and

BE IT FURTHER RESOLVED, said jail to jail Guard/Transportation services are encompassed in the current per diem rate of \$80.00 per inmate per day; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman to sign the attached Agreement No. 85-03-0031 Modification.

Dated this _____ day of _____, 2016

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

1. Agreement No. 85-03-0031	2. Effective Date See Block 13B.	3. Facility Code(s) OKC	4. Modification No. 1	5. DUNS No.
6. Issuing Federal Agency United States Marshals Service Prisoner Operations Division Office of Detention Services CS-3 5 th Floor Washington, DC 20530-1000		7. Local Government Benton County Jail 7122 W. Okanogan Place Bldg B. Kennewick, WA 99336		
8. Appropriation Data Housing/ transportation 15x1020		9. Per-Diem Rate \$80.00	10. Guard/Transportation Rate encompassed in the per diem rate.	

11. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 1, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:

THE PURPOSE OF THIS MODIFICATION IS TO ADD JAIL TO JAIL SERVICES TO THE GUARD/TRANSPORTATION SERVICES IN THE CURRENT INTERGOVERNMENTAL AGREEMENT. THE GUARD/TRANSPORTATION RATE IS ENCOMPASSED IN THE PER DIEM.

BENTON COUNTY JAIL WILL BE TRANSPORTING TO AND FROM SPOKANE COUNTY JAIL AND YAKIMA COUNTY JAIL, AT ITS SOLE DISCRETION. THESE TRANSPORT MOVEMENTS ARE TO ONLY BE PERFORMED ON USMS PRISONERS HOUSED AT THESE FACILITIES.

ALL OTHER CONDITIONS AND TERMS ARE TO REMAIN THE SAME IN ACCORDANCE WITH THE TERMS OF THE CURRENT INTERGOVERNMENTAL AGREEMENT.

BILLING AND FINANCIAL PROVISIONS

THE LOCAL GOVERNMENT SHALL PREPARE AND SUBMIT FOR CERTIFICATION AND PAYMENT, ORIGINAL AND SEPARATE INVOICES EACH MONTH TO EACH FEDERAL GOVERNMENT COMPONENT RESPONSIBLE FOR FEDERAL DETAINEES HOUSED AT THE FACILITY.

UNITED STATES MARSHALS SERVICE
EASTERN DISTRICT OF WASHINGTON
200 THOMAS S. FOLEY U.S. COURTHOUSE
920 W. RIVERSIDE AVENUE
SPOKANE, WA 99201
509-368-3600 (24 HOURS)
FAX: 509-353-2186

12. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:

A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT	B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ALL COPIES TO UNITED STATES MARSHAL
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13. APPROVALS

A. LOCAL GOVERNMENT Shon Small, Chairman <i>Signature</i> <u>Benton County Commissioner</u> TITLE DATE	B. FEDERAL GOVERNMENT <i>Signature</i> <u>Grants Specialist</u> TITLE DATE
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Approved as to Form:


Ryan I Lukson, Civil DPA