

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, October 18, 2016 Benton County Courthouse, Prosser, WA

9:00 AM

Call to Order
Approval of Minutes

❖ **October 11, 2016 Board Meeting**

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

Review Agenda

Consent Agenda

Commissioners

- a. Letter to WA Dept. of Ecology ~ Nuclear Waste Program
- b. Letter to Benton Conservation District

Facilities

- c. Contract w/M.G. Wagner Co. for Roof Replacement @ Justice Center

Information Technology

- d. Maintenance Purchase for Fujitsu Scanners from ImageSource, Inc.

Juvenile

- e. Contract w/Fikes Northwest Corp. for Odor Control Services

Prosecuting Attorney

- f. Bi County Agreement w/WA State Council of County & City Employees, Representing Crisis Response Unit

Public Works

- g. Authorization of Road Department Safety Day October 27, 2016
- h. Contract w/Granite Construction Company for Meals Road Asphalt Repair
- i. Agreement w/City of Yakima for Supplies, Material, Equipment and Services
- j. Amendment #1 w/US Army Corps of Engineers for Easement
- k. Contract w/D & D Tri-Rivers Excavating, Inc. for Hanks Road Drainage Project

Sheriff

- l. Line Item Transfer, Fund No. 0000-101, Dept. 118
- m. Line Item Transfer, Fund No. 0000-101, Dept. 119
- n. Line Item Transfer, Fund No. 0000-101, Dept. 120
- o. Line Item Transfer, Fund No. 0000101, Dept. 121
- p. Line Item Transfer, Fund No. 0116-101, Dept. 000
- q. Agreement with Booker Auction for Unclaimed Property
- r. Second Contract Amendment w/Telmate, LLC for Inmate Phone Services
- s. Procurement Award of Paper/Glove Supplies to Crown Paper & Janitorial Supply Company
- t. Procurement Award of Chemicals & Supplies to Crown Paper & Janitorial Supply Company
- u. Procurement Award of Inmate Supplies to Bob Barker Company, Inc.
- v. Procurement Award of BDU Uniforms to 911 Supply, Inc.

- w. Procurement Award of Uniforms to Gall's LLC
Superior Court
- x. Line Item Transfer, Fund No. 0000-101, Dept. 123

Public Hearing

Ordinance Amendments ~ M Shuttleworth

- BCC 3.04
- BCC 3.08
- BCC 3.12
- BCC 3.16
- BCC 3.18
- BCC 3.24

Scheduled Business

Assignment to the Solid Waste Advisory Committee ~ G DeJongh

Mental Health / Jail Addition Discussion ~ Commissioner Small

Unscheduled Visitors

Other Business

Executive Session

3rd Quarter Litigation Update ~ R Brown

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, October 11, 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 (vacation)

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; DPA Ryan Brown; Auditor Brenda Chilton; Assessor Bill Spencer; Public Services Administrator Fred Bowen; Facilities Manager Dan Waggoner.

Approval of Minutes

The Minutes of October 4, 2016 were approved.

Consent Agenda

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

Coroner

- a. Line Item Transfer, Fund No. 0000-101, Dept. 109; Rescinding Resolution 2016-701

Facilities

- b. Line Item Transfer, Fund No. 0000-101, Dept. 110
- c. Contract w/Meier Enterprises, Inc. for Design/Engineering of Metasys & Chilled Water Loop System

Human Services

- d. Amendment #1 to Restrictive Covenant Recording No. 2014-013067 w/River of Life Metropolitan Community Church
- e. Amendment #1 to Restrictive Covenant Recording No. 2014-013068 w/River of Life Metropolitan Community Church

Juvenile

- f. Contract w/J Azure for Representation in BECCA Cases
- g. Contract w/H Villani for Representation in BECCA Cases

Office of Public Defense

- h. Change of Title of the Public Safety Tax Fund Line Item to Executive Assistant

Personnel

- i. Change of Title of Assistant Cartographer in the Assessor's Office

Prosecuting Attorney

- j. Terminating Lease For the Support, Advocacy & Resource Center

Public Safety

- k. Purchase of 2015 Chrysler 300 from Leskovar Mitsubishi for Sheriff's Office

Public Works

- l. Closing Grosscup Rd from Yakima River Rd to County Rd; Amending Resolution 2015-695

Bid Award for Security Systems Equipment

Dan Waggoner presented the recommendation for bid award for the Justice Center security retrofit project to Southern Folger Detention Equipment Company. He said they completed a 3-stage selection process and Southern Folger received the highest score as well as the lowest bid.

MOTION: Commissioner Beaver moved to approve the resolution to allow the Facilities Manager to award the bid to Southern Folger Detention Equipment Company, LLC, and to prepare a contract between Benton County and Southern Folger Detention Equipment Company, LLC to be placed on the agenda at a later date. Chairman Small seconded and upon vote, the motion carried.

Ordinance Amendment BCC 9.08.036 and 9.08.037

Mike Shuttleworth presented the ordinance amendment to increase the length of time that a final plat could be submitted after the preliminary plat was approved. He said the change would make the ordinance consistent with the Revised Code of Washington. He said the Planning Commission conducted a public hearing and voted to recommend approval of the Ordinance.

MOTION: Commissioner Beaver moved to approve the amendment to Benton County Code 9.08.036 and 9.08.037 as proposed in the attached ordinance and adopt the Planning Commission's findings of fact and conclusions as their own. Chairman Small seconded and upon vote, the motion carried.

Preliminary Plat - SUB 2016-003 – Steeplechase Subdivision

Mike Shuttleworth said this was a closed record hearing and the Planning Commission completed the open record hearing for the preliminary plat of Steeplechase SUB 2016-003 and voted to recommend approval of the preliminary plat as presented with conditions.

MOTION: Commissioner Beaver moved to adopt the Planning Commission's recommendation, findings and conclusions as their own of the preliminary plat of Steeplechase SUB 2016-003 with conditions. Chairman Small seconded and upon vote, the motion carried.

Other Business

Chairman Small offered congratulations to Human Services and Administration for assisting with the successful transition from Crisis to Lourdes.

Budget Update

David Sparks discussed the following issues regarding the preliminary budget:

- Current Expense base budget was \$127 million (up from \$122 million) \$59 million of which was salaries and \$24 million was benefits; 2/3 was salaries and benefits, not including Juvenile and other ancillary programs; supply budget was only 2% countywide; with a 2% cola that would add \$1.2 million
- If they approved the 1% increase on taxes that was only \$200,000/per year
- LFO docket was a huge hit to the revenue (\$2 million for the biennium); there were increases in sales tax and new construction but it got wiped out by the LFO – looking at flat revenues and 4% increase in expenses
- \$4 million deficit off the base budget, not including requests
- Asking Personnel and IT to review the Workman's Comp and IT assessments see if they could be paired back
- There was some money available in contingency to handle unknowns like insurance
- 50% of the revenue was in two line items (sales tax and property tax)

Commissioner Beaver discussed the issue of revenue sharing for the jail and said he didn't know what revenue there was to share because there was not a profit; he said at the detriment of their own organization, they should be pretty strong on taking care of their own county operations.

Mr. Sparks said the public safety tax revenue was being used to expand services and maybe it should not if they could not afford the basic services. He said maybe there were programs in Current Expense that belonged in the 3/10 and added that if you could not afford basic services expansion meant nothing; they needed to manage their money and not the Criminal Justice Committee.

Chairman Small discussed the budget problems that Benton County was having about 6 years ago and the changes they had to make. Mr. Sparks said they had the luxury of using some cash management tools but they were running out of those; this last biennium they also had a large one time sales tax increase that would not be sustainable.

Commissioner Beaver said the public safety tax was voter approved so they needed to be careful on how they spent that money and Mr. Sparks said there was also a statute that guided the 3/10 as well. He said he was also working with Undersheriff Hatcher on some ideas.

Commissioner Beaver said that he and Mike Shuttleworth were meeting with the cities to talk about building schools out in the county and their efforts to be able to do that.

Noxious Weed Assessment

Chairman Small asked for a show of hands for who was in favor of a Noxious Weed assessment increase. He said the Noxious Weed Board would be requesting an increase to its assessment and that he might attend the public meeting regarding that issue because he was not in favor of an increase.

Claim for Damages

CC 2016-15: Received on October 6, 2016 from Larry Evjene

Account Payables

Check Date: 10/05/2016

Payroll Checks

Warrant #: 239987-240052

Direct Deposit # 117811-118409

Total all funds: \$2,234,059.81

Payroll Deductions/Transfers

Taxes #: 101161001-10116014

Total all funds: \$1,920,879.79

Payroll Deductions/Warrants

Warrant #: 146315-146329

Total all funds: \$376,852.15

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

Resolutions

- 2016-781: Line Item Transfer, Fund No. 0000-101, Dept. 109; Rescinding Resolution 2016-701
- 2016-782: Line Item Transfer, Fund No. 0000-101, Dept. 110
- 2016-783: Contract w/Meier Enterprises, Inc. for Design/Engineering of Metasys & Chilled Water Loop System
- 2016-784: Amendment #1 to Restrictive Covenant Recording No. 2014-013067 w/River of Life Metropolitan Community Church
- 2016-785: Amendment #1 to Restrictive Covenant Recording No. 2014-013068 w/River of Life Metropolitan Community Church
- 2016-786: Contract w/J Azure for Representation in BECCA Cases
- 2016-787: Contract w/H Villani for Representation in BECCA Cases
- 2016-788: Change of Title of the Public Safety Tax Fund Line Item to Executive Assistant
- 2016-789: Change of Title of Assistant Cartographer in the Assessor's Office
- 2016-790: Terminating Lease For the Support, Advocacy & Resource Center

- 2016-791: Purchase of 2015 Chrysler 300 from Leskovar Mitsubishi for Sheriff's Office
- 2016-792: Closing Grosscup Rd from Yakima River Rd to County Rd; Amending Resolution 2015-695
- 2016-793: Bid Award to Southern Folger Detention Equipment Company
- 2016-794: Adoption of Ordinance 574 – Relating to Platting and Subdivision
- 2016-795: Approval of Preliminary Plat Application Sub 2016-003 - Steeplechase - Candy Mountain

There being no further business before the Board, the meeting adjourned at approximately 9:35 a.m.

Clerk of the Board

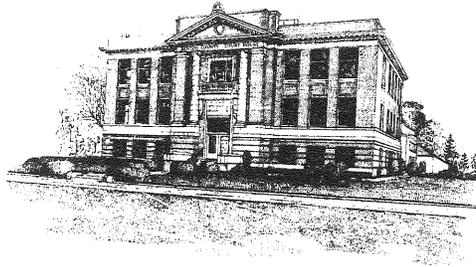
Chairman

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a. Letter to WA Dept. of Ecology
~ Nuclear Waste Program

18 October 2016

Alex Smith, Manager
Washington Department of Ecology – Nuclear Waste Program
3100 Port of Benton Boulevard
Richland, Washington 99354

Re: Citizen-Proponent Negotiations – Low-Activity Waste Pretreatment System Facility

Dear Ms. Smith,

Benton County is in receipt of correspondence from the Department of Ecology about a Notice of Intent that Ecology has received from the US Department of Energy regarding construction of the planned “Low Activity Waste Pretreatment System” facility (LAWPS). We are familiar with LAWPS as a component of the larger “Waste Treatment Plant” (WTP) complex that Energy is trying to bring online for processing of tank wastes at the Hanford Site.

Ecology’s letter references the “Citizen-Proponent Negotiation” process (CPN) provided for by WAC 173-303-902. CPN provides a venue to address public concerns, and can be invoked if local governments believe that the public does not have adequate access to information about a project such as LAWPS. Benton County has participated in CPN in the past, and is familiar with and finds value in the process.

This letter serves to inform you that Benton County does not believe that the Citizen-Proponent Negotiation process should be invoked at this time in regards to the LAWPS project. We think that information about all aspects of the waste treatment processes at Hanford are readily available in our community and that we have been able to discern, discuss, and digest this material for a long time. We are fortunate to have the Department of Ecology, Hanford Communities, the Hanford Advisory Board, and other sources of information and expertise in this community; and do not need another formal process like CPN that will just cost more money and manpower at a time when we need to be focusing time and energy on moving ahead with projects like LAWPS to get Hanford cleaned up.

Thank you for alerting us to this matter, and for all of your continued work at the Hanford Site.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Shon Small, Chairman

Jim Beaver

Jerome Delvin

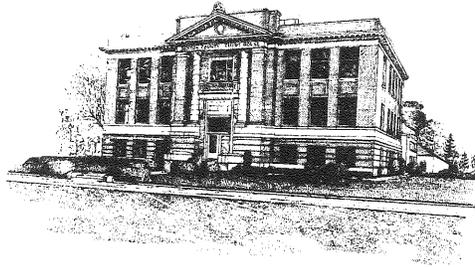
cc: Hanford Communities

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18 October 2016

b. Letter to Benton Conservation District

Benton Conservation District
% Rachel Little, Information & Education Coordinator
10121 West Clearwater Avenue – Suite 101
Kennewick, Washington 99336

Re: Lower Yakima River Water Quality, Nutrients, & Aquatic Vegetation Dynamics Proposal

Dear Ms. Little,

We have watched with interest over the past couple of decades as the Yakima River has continued to evolve. We have seen a river that has gotten healthier, with the slow removal of chemicals such as DDT, conservation efforts that have put more water back into the stream, and the return and increase of salmon stocks long reduced in or extirpated from the basin.

We have also observed interesting things such as the explosive summertime growth and expansion of water stargrass in the lower river. We have appreciated that it has been the Benton Conservation District that has taken the lead over the past decade in trying to learn more about stargrass and its effects on overall river health. As such, we are excited to learn of your “Lower Yakima River Water Quality, Nutrients, & Aquatic Vegetation Dynamics” project proposal, and we want to express our full support to the District and to the Washington Department of Ecology for your “Combined Water Quality Funding Program” grant request for Fiscal Year 2018.

We wish you good luck as your project and proposal develop. Please keep us informed as to your progress, and let us know if there is anything more we can do to support your efforts.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Shon Small, Chairman

Jim Beaver

Jerome Delvin

c. Contract w/M.G. Wagner Co. for
Roof Replacement @ Justice Center

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	<u>10/18/2016</u>	Execute Contract	<u> X </u>	Consent Agenda
Subject:	<u>Justice Center</u>	Pass Resolution	<u> </u>	Public Hearing
	<u>Reroof</u>	Pass Ordinance	<u> </u>	1st Discussion
Prepared by:	<u>Larry Hueter</u>	Pass Motion	<u> </u>	2nd Discussion
Reviewed by:		Other	<u>None</u>	Other

BACKGROUND INFORMATION

The Board of Benton County Commissioners approved an architectural and engineering contract with Meier Enterprises, Inc. for the design and engineering of the roof replacement at the Benton County Justice center. The Public Service Administrator proceeded with advertising bids from qualified contractors for roof replacement of five (5) structures. Bids were received on September 1, 2016 from four (4) bidders. M.G. Wagner Co., Inc. of Yakima WA is the low responsive bidder for this project.

SUMMARY

M.G. Wagner has supplied Benton County with a signed contract and all the related documents for the creation of a Roofing Contract. Included in this packet is the required liability insurance naming Benton County an additional insured. The packet also includes the required Payment and Performance Bonds. M.G. Wagner base bid is One million eight hundred thirty eight thousand three hundred seven dollars (\$1,838,307.00). Their bid on alternate one is Twenty nine thousand fifteen dollars (\$29,015.00). Making the total contract amount One million eight hundred sixty seven thousand three hundred twenty two dollars (\$1,867,322.00)

RECOMMENDATION

As an agenda item on the Consent Agenda, the Commissioners sign the Contract Agreement between Benton County and M.G. Wagner Co., Inc.

FISCAL IMPACT

\$1,867,322.00 to be appropriated from the 4.25 million budget included in Capital Programs.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN BENTON COUNTY AND M.G. WAGNER CO., INC. FOR THE ROOF REPLACEMENT PROJECT AT THE BENTON COUNTY JUSTICE CENTER CAMPUS

WHEREAS, per Resolution 2016-659 dated September 13, 2016 the Board of Benton County Commissioners awarded the bid for the roof replacement project at the Benton County Justice Center Campus to M.G. Wagner Co., Inc.,

WHEREAS, the Public Services Administrator and Project Manager have prepared a contract with M.G. Wagner Co., Inc. and it has been approved as to form by the Prosecuting Attorney, signed by the contractor, and all required documents have been received; **NOW THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners hereby concurs with the recommendation and approves the attached Contract with M.G. Wagner Co., Inc. for construction of the roof replacement project at the Benton County Justice Center Campus; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman to sign the attached Contract with M.G. Wagner Co., Inc. in the amount of \$1,867,322.00 plus WSST; and

BE IT FURTHER RESOLVED that said contract shall begin immediately upon execution by both parties and expires 270 calendar days after the date the County issues a Notice to Proceed.

Dated this day of, 2016.

Chairman of the Board

Chairman Pro Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

CONTRACT AGREEMENT

Benton County
Re-roofing Project
Kennewick, WA

THIS CONTRACT AGREEMENT (hereinafter "Agreement") is made and entered into this 14 day of September, 2016, by and between Benton County (hereinafter "OWNER") and M G Wagner Company Inc Roofing (hereinafter "CONTRACTOR").

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

ARTICLE 1 - WORK

The CONTRACTOR agrees to sell and deliver to the OWNER, and the OWNER agrees to purchase and receive from the CONTRACTOR, the following materials and services in accordance with the Contract Documents identified in Article 12 of this Agreement:

Re-roofing of the following five buildings located at the Benton County Justice Center campus, using a 90 mil EPDM (ethylene propylene diene monomer) fully adhered single-ply system with a 30-year NDL (No Dollar Limit) warranty:

1. Building "C" (including the lower connecting elevated walkway structures) and Building "R", located at 7122 W. Okanogan Pl., Building A, Kennewick, WA 99336;
2. Building "J" (the Benton County Jail), located at 7122 W. Okanogan Pl., Building B, Kennewick, WA 99336;
3. Building "HS" (the Benton-Franklin Health District/Human Services building), located at 7102 W. Okanogan Pl., Kennewick, WA 99336; and
4. Building "CO" (the Benton County Coroner's Office building), located at 7110 W. Okanogan Pl., Building A, Kennewick, WA 99336.

ARTICLE 2 - PAYMENT PROCEDURE

In consideration of performance of the Work, set forth in Article 1 of this Agreement, OWNER agrees to pay CONTRACTOR One million, eight hundred and sixty-seven thousand, and three hundred and twenty-two dollars (\$1,867,322.00). Monthly payments may be made by OWNER to CONTRACTOR. Within the first twenty (20) days of each calendar month, OWNER may make partial payment to CONTRACTOR for construction accomplished during the preceding calendar month on the basis of the percentage of completed roofing, furnished and certified by CONTRACTOR and approved by the A/E solely for the purposes of payment; PROVIDED, HOWEVER, that the billing invoice shall be received by OWNER not later than the first day of the month in which payment is expected. No partial payments will be made until an approved "Statement of Intent to Pay Prevailing Wages" has been received by OWNER. 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/>. Approval for payment by the A/E shall not be deemed approval of the workmanship or materials. Only ninety-five percent (95%) of each approved partial payment made to

CONTRACTOR by OWNER shall be paid prior to completion of the Project. Five percent (5%) of each partial payment shall be withheld until: (1) final acceptance of the work is granted by OWNER; (2) an Affidavit of Wages Paid has been submitted to OWNER; (3) all applicable retainage releases have been authorized and issued by the Washington State Department of Revenue, the Employment Security Department, and the Washington State Department of Labor and Industries, pursuant to chapter 60.28 RCW; and (4) all applicable retainage releases have been received by OWNER.

No payment shall be due while CONTRACTOR is in default with respect to any of the provisions of this Agreement. OWNER may withhold from CONTRACTOR an amount equal to that of any claim by a third party against either CONTRACTOR or OWNER based on the alleged failure of CONTRACTOR to perform the Work hereunder in accordance with the provisions of this Agreement.

ARTICLE 3 - TAXES

1. The amount of tax reported and paid by CONTRACTOR to the Washington State Department of Revenue for any and all payments made to CONTRACTOR for work performed under this Agreement shall be coded to the proper local or county authority by using the proper tax code location. Additionally, CONTRACTOR shall require all subcontractors performing work under this Agreement to use the proper tax code location in reporting tax to the Washington State Department of Revenue for all payments they receive from CONTRACTOR.
2. CONTRACTOR, as a condition of receiving any retainage held under this Agreement, shall provide to OWNER copies of all state tax returns showing that the tax has been reported in compliance with Subsection (1) of this Article 3.

ARTICLE 4 - PREVAILING WAGES

CONTRACTOR agrees that no workman, laborer, or mechanic employed in the performance of any part of this Agreement shall be paid less than the prevailing wage rates for Benton County as determined by the industrial statistician of the Washington State Department of Labor and Industries. The schedule of prevailing wage rates for Benton County are attached hereto and incorporated herein by reference. CONTRACTOR agrees to comply with chapter 39.12 RCW, and all other applicable laws. Before payment of any funds will be made by OWNER, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages for the labor classifications involved in performing the Work that is approved by the Washington State Department of Labor and Industries.

ARTICLE 5 - EQUAL OPPORTUNITY

Unless exempted pursuant to the provisions of Executive Order 11246 of September 24, 1965, or the rules, regulations, and relevant orders of the Secretary of Labor thereunder, in the performance of this Agreement CONTRACTOR agrees as follows:

1. CONTRACTOR will not discriminate against any employee or applicant for employment on the basis of race, color, creed, sex, national origin, honorably discharged veteran or military status, sexual orientation, or the presence of any disability, including sensory, mental, or physical disability, unless a bona fide occupational qualification applies. CONTRACTOR will take affirmative action to ensure that applicants are employed, and treated during employment, without regard to their race, color, creed, sex, national origin, honorably discharged veteran or military status, sexual orientation, or disability, including sensory, mental, or physical disability, unless a bona fide occupational qualification applies. Such affirmative action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or

- recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this equal opportunity clause.
2. CONTRACTOR will state in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR that all qualified applicants will receive consideration for employment without regard to race, color, creed, sex, national origin, honorably discharged veteran or military status, sexual orientation, or the presence of any disability, including sensory, mental, or physical disability, unless a bona fide occupational qualification applies.
 3. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of CONTRACTOR's commitments under this equal opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 4. CONTRACTOR will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and all other applicable laws (including Chapter 49.60 RCW), rules, regulations, and orders.
 5. CONTRACTOR will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965 and the rules, regulations, and orders of the Secretary of Labor, and will permit access to its books, records, and accounts by the Secretary of Labor for purposes of any investigations to ascertain compliance with such rules, regulations, and orders.
 6. In the event of CONTRACTOR's non-compliance with the equal opportunity clause of this Agreement or with any applicable non-discrimination laws, rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
 7. CONTRACTOR will include the provisions of Subsections (1) through (7) of this Article 5 in every subcontract or purchase order, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as a means of enforcing such provisions including sanctions for non-compliance; PROVIDED, HOWEVER, that in the event CONTRACTOR becomes involved in or is threatened with litigation involving a subcontractor or vendor, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 6 - DRUG FREE WORKPLACE

CONTRACTOR agrees to abide by the Drug Free Workplace Act of 1988. CONTRACTOR will remove any employee from further work whenever it is determined that he or she is not fit for duty. CONTRACTOR will include this requirement in every subcontract, so that such requirement will be binding upon each subcontractor. In the event CONTRACTOR fails to comply with these requirements or fails to enforce these requirements, OWNER may immediately terminate this Agreement by delivering written notification of termination to CONTRACTOR.

ARTICLE 7 - LIABILITY AND INSURANCE

CONTRACTOR shall protect, hold free and harmless, defend, indemnify, and pay on behalf of the OWNER (including its officers, officials, employees, servants, and agents) all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, actions, suits, or judgments (including attorney's fees and reasonable costs) resulting from injury, sickness, disability, or death sustained by any person (including CONTRACTOR's employees) or damage to property of any kind which injury, sickness, disability, death, or damage arises out of or is in any way connected with the performance of the Work under this Agreement. CONTRACTOR's agreement in this Article 7 to hold OWNER harmless shall apply to any act or omission, willful misconduct or negligence, whether passive or active, except that this hold-harmless agreement shall not be applicable to injury, sickness, disability, death, or damage to property or persons arising from the sole negligence or the sole willful misconduct of the OWNER, or its officers, officials, employees, servants, agents, or independent contractors who are directly responsible to the OWNER. In any and all claims against the OWNER (including its officers, officials, employees, servants, and agents), the indemnification obligation shall not be limited in any way by any limitations on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR 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 Agreement, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions in this Article 7 shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. The CONTRACTOR's obligations under this Article 7 shall survive termination and expiration of this Agreement.

Prior to commencing the Work, the CONTRACTOR agrees to obtain and continuously carry, during the period this Agreement remains in force, such insurance as the OWNER considers necessary for the proper protection of the parties hereto and in forms approved by the OWNER. The CONTRACTOR's liability insurance provisions shall be primary and noncontributory with respect to any insurance or self-insurance programs covering the OWNER, and its elected and appointed officers, officials, employees, and agents. The CONTRACTOR's liability insurance policies must be endorsed to show this primary and noncontributory coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the OWNER shall be excess and not contributory to the CONTRACTOR's insurance policy. Minimum amounts and units of insurance coverage are required as follows:

1. **Commercial General Liability Insurance.** CONTRACTOR shall maintain commercial general liability coverage, written on an Occurrence Form and using Insurance Services Office "Commercial Liability" policy form CG 00 01 with an edition date prior to 2004, or the exact equivalent, with limits of no less than ~~three million dollars (\$3,000,000)~~ one million dollars (\$1,000,000) per occurrence for all covered losses and ~~five million dollars (\$5,000,000)~~ two million dollars (\$2,000,000) general aggregate.
2. **Professional Liability Insurance.** CONTRACTOR shall maintain professional liability insurance for any professional error, act, or omission arising out of the scope of the CONTRACTOR's services defined in this Agreement. If the policy is claims made, the retroactive date shall be prior to or coincident with the effective date of this Agreement. The CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of thirty-six (36) months after the effective date of termination or completion of this Agreement. The policy shall be written subject to limits of not less than one million dollars (\$1,000,000) for each claim and in the aggregate.

3. **Automobile Liability Insurance.** The CONTRACTOR shall maintain during the life of the Agreement, automobile liability insurance (ISO Form Number CA0001 or equivalent) covering any auto (Symbol 1), or if the CONTRACTOR has no owned autos, hired autos (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 Agreement, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
4. **Workers Compensation.** The CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of Work under this Agreement, 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 Agreement. CONTRACTOR shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the OWNER for recovery of damages to the extent they are covered by workers compensation and employers liability.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and OWNER incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the OWNER. 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 OWNER by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by OWNER to CONTRACTOR for performance of this Contract.

5. **Pollution Liability Insurance.** The CONTRACTOR shall maintain pollution liability insurance written on the CONTRACTOR's Pollution Liability form or other form acceptable to the OWNER, which must provide coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy shall be written subject to limits of not less than one million dollars (\$1,000,000) for each claim.
6. **Course of Construction Insurance.** The CONTRACTOR shall maintain course of construction insurance that provides for "all risk", including earthquake and flood coverage for the value of the building being re-roofed. Policies shall contain the following provisions: (1) the CONTRACTOR shall be named as loss payee; and (2) the insurer shall waive all rights of recovery against the OWNER.
7. The CONTRACTOR shall pay all premiums and costs in connection with furnishing or providing all insurance required by this Article 7. All required insurance 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.
8. The CONTRACTOR shall require all insurance companies to name the OWNER (including its officers, officials, employees, servants, and agents) as an Additional Insured with a Cross Liability clause endorsed on liability insurance policies.
9. The CONTRACTOR shall require all insurance companies issuing policies of insurance that the CONTRACTOR is required hereunder to provide, to certify to the OWNER in writing that such policies have been issued, are in force, and will not be canceled for any reason (including non-

payment of premium), annulled, materially altered, or reduced without first providing thirty (30) days written notice to the OWNER prior to cancellation or alteration. The CONTRACTOR shall not cancel policies of insurance required hereunder either before or after completion of the Work without the written consent of the OWNER. Certificates of Liability Insurance, with endorsements attached, are to be provided to the OWNER's authorized representative, designated in writing in accordance with Section 2.1.1 of the General Conditions. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Agreement upon request of the Benton County Risk Manager.

10. The CONTRACTOR further agrees that, in the event any Work to be performed under the Agreement is further sublet, the subcontractor shall comply with the insurance requirements set forth in this Article 7.
11. Compensation and/or payments due to the CONTRACTOR under this Agreement are expressly conditioned upon the CONTRACTOR's strict compliance with all insurance requirements. Payment to the CONTRACTOR may be suspended in the event of non-compliance with insurance requirements. Upon receipt of evidence establishing CONTRACTOR's compliance, suspended payments not otherwise subject to withholding or set-off will be released to the CONTRACTOR.
12. The CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Agreement. When required by an insurer, or if a policy condition does not permit the CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then the 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 which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
13. A Cross Liability Endorsement shall be added to the liability insurance policy of the CONTRACTOR and any subcontractors of the CONTRACTOR.

ARTICLE 8 - CONTRACT TERMINATION

1. In the event that any provision of this Agreement is violated by CONTRACTOR, OWNER may terminate the Agreement by serving a written notice upon CONTRACTOR stating the OWNER's intention to terminate and specifying the reasons for termination. Unless the violation(s) ceases and an arrangement to correct the violation(s) is made to the satisfaction of the OWNER within 10 days after receiving the termination notice, this Agreement shall cease and terminate upon the expiration of the 10-day period.
2. Termination of the Agreement is also governed by Article 14 of the General Conditions of the Contract for Construction as amended by the Supplementary Conditions.

ARTICLE 9 - A/E

The Project has been designed by Meier Enterprises, Inc., doing business as Meier Architecture • Engineering (also referred to herein as the A/E), who will assume all duties and responsibilities and will have the rights and authority assigned to the A/E in the Contract Documents in connection with completion of the Work.

ARTICLE 10 - CONTRACT TIME

1. The Work shall be completed by CONTRACTOR within ~~180~~ 270 calendar days after the date that OWNER issues the Notice to Proceed.
2. If CONTRACTOR fails to complete the Work within the time specified in Subsection (1) of this Article 10, CONTRACTOR shall pay OWNER, as liquidated damages, Three Thousand Five Hundred dollars(\$3,500.00) per day for each and every calendar day that the Work remains incomplete beyond the specified deadline. CONTRACTOR does hereby authorize OWNER to deduct such liquidated damages from the amount due, or to become due, to CONTRACTOR. CONTRACTOR further agrees that any such deduction shall not, in any degree, release him from any further obligations and liabilities with respect to the Agreement.

ARTICLE 11 - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations.

1. CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the Work.
2. CONTRACTOR has made or caused to be made examinations, investigations, tests, and studies of such reports and related data as he or she deems necessary for the performance of the Work at the amount to be paid pursuant to Article 2 of this Agreement, within the time for performance provided in Article 10 of this Agreement, and in accordance with the other terms and conditions of the Contract Documents. No additional examinations, investigations, tests, reports, or similar data are or will be required by CONTRACTOR for such purposes.
3. CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
4. CONTRACTOR has given the A/E timely written notice of all conflicts, errors, or discrepancies that he or she has discovered in the Contract Documents. Any written resolutions by the A/E of conflicts, errors, or discrepancies discovered in the Contract Documents are acceptable to CONTRACTOR.

ARTICLE 12 - CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR, are attached to this Agreement, incorporated herein by reference, and consist of the following:

1. This Agreement.
2. The CONTRACTOR's Bid.
3. Washington State Journey Level Prevailing Wage Rates for Benton County
4. CONTRACTOR's Performance Bond(s).
5. CONTRACTOR's Payment Bond(s).
6. Notice of Award.

7. Notice to Proceed.
8. General Conditions of the Contract for Construction (AIA Document A201 – 2007).
9. Supplementary Conditions (amending or supplementing the General Conditions).
10. Specifications bearing the title “Benton County, Re-roofing Project”.
11. Addendum Drawings bearing the general title: "Benton County, Re-roofing Project”.
12. Addenda numbers #1 and #2 inclusive ~~(if issued)~~.
13. Any Modification to this Agreement, including Change Orders, duly delivered after execution of Agreement.
14. Affidavit of Non-Collusion.
15. Anti-Discrimination Certificate.
16. Certificate(s) of Insurance for all insurance policies required under Article 7 of this Agreement.

There are no Contract Documents other than those listed in this Article 12 of the Agreement. The Contract Documents may only be altered, amended, or repealed by a Modification (as defined in Section 1.1.1 of the General Conditions).

ARTICLE 13 – AUTHORIZED REPRESENTATIVES

Each party to this Agreement shall have an Authorized Representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

1. For CONTRACTOR:

Name: Ric Fernandez
Address: 1401 Hathaway St
City, State, Zip: Yakima, WA 98902
Phone: (509) 575-0934
Fax: (509) 453-0592
Email: ric@mgwagnerroofing.com

2. For OWNER:

Name: Larry Hueter
Address: 7122 W. Okanogan Pl
City, State, Zip: Kennewick, WA 99336
Phone: 509-783-1310, ext 5721
Fax: 509-736-2708
Email: larry.hueter.co.benton.wa.us

ARTICLE 14 – MISCELLANEOUS

1. Terms used in this Agreement, which are defined in Article I of the General Conditions as amended or supplemented by the Supplementary Conditions, shall have the meanings indicated in the General Conditions.
2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due or are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in a written consent to an assignment, an assignment of this Agreement will not release or discharge the assignor from any duty or responsibility under the Contract Documents.
3. OWNER and CONTRACTOR each binds himself or herself, his or her partners, successors, assigns, and legal representatives to the other party and the other party's partners, successors, assigns, and legal representatives with respect to all covenants, agreements, and obligations contained in the Contract Documents.

- This section left blank intentionally. -

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and the A/E. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by A/E on their behalf.

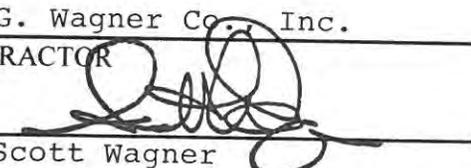
This Agreement is effective on Sept. 14, 2016.

OWNER

BY

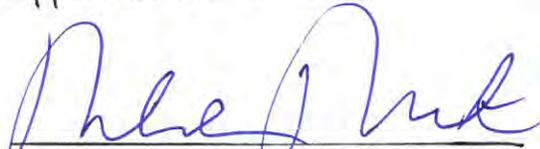
(CORPORATE SEAL)

M.G. Wagner Co., Inc.
CONTRACTOR


BY Scott Wagner

(CORPORATE SEAL)

Approved as to form:



Benton County Prosecuting Attorney, Civil Deputy

SUPPLEMENTARY CONDITIONS

1.0 INTRODUCTION

These Supplementary Conditions amend or supplement the standard AIA Document A201 – 2007 General Conditions of the Contract for Construction and other provisions of the Contract Documents, as indicated below. All provisions which are not amended or supplemented hereby remain in full force and effect.

- 1.1 The terms used in these Supplementary Conditions are defined in the AIA Document A201-2007 General Conditions of the Contract for Construction and have the meanings assigned to them therein.

2.0 AMENDMENTS, DELETIONS AND ADDITIONS TO THE GENERAL CONDITIONS

ARTICLE 1 - GENERAL CONDITIONS

- 2.1 In §1.1.1, delete the sentence: “Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor’s bid or proposal, or portions of Addenda relating to bidding requirements.”

Add the following language at the end of §1.1.1 to read as follows:

“Contract Documents shall be understood to include all portions of the Construction Specification and drawings, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor’s bid or proposal, or portions of Addenda relating to bidding requirements.”

- 2.2 Immediately following §1.1.1, add the following paragraphs:

“§1.1.1.1 The Contractor warrants and acknowledges that it has closely reviewed and examined all of the Contract Documents and has determined that the Contract Documents are suitable and sufficient to enable the Contractor to complete the Work for the Contract Sum within the Contract Time, and that they include all work, whether shown, described or not, which reasonably may be inferred to be required or useful for the entire completion of the Work in full compliance with all applicable codes, laws, regulation, ordinances, and standards.”

“§1.1.1.2 Before any Work at the site is started, Contractor shall deliver to Owner certificates and other evidence of insurance requested by Owner that Contractor is required to purchase and maintain in accordance with Article 11.”

- 2.3 Immediately following §1.1.3, add the following paragraph:

“§1.1.3.1 The Work shall include the obligation of the Contractor to visit the site of the project before submitting the bid. Such site visit shall be for the purpose of familiarizing the Contractor with the conditions as they exist and the character of the work to be carried out under the Contract Documents, including all existing site conditions, access to the site, any physical conditions and surrounding sites.”

2.4 Immediately following §1.1.8, add the following paragraphs:

“§1.1.9 Addenda.

Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the bidding requirements or the proposed Contract Documents.”

“§1.1.10 Bid.

The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.”

“§1.1.11 Alternative Bid.

An Alternate Bid (Alternate) is a sum stated in the Bid Schedule to be added or subtracted from the amount in the base Bid if the corresponding change in the Work, as described in the Contract Documents, is accepted by the Owner.”

“§1.1.12 Bidder.

An individual or entity who submits a Bid directly to the Owner.”

“§1.1.13 Substantial Completion.

The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Architect, the Work (or a specified part thereof) is sufficiently complete in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.”

“§1.1.14 Final Completion.

Acceptance to Owner is subsequent to the final review by the Architect and the issuance of the final Certificate for Payment from the Architect to the Owner.”

“§1.1.15 Approved Equal (Equal to).

Products by manufacturers other than those specified in the Contract Documents which the Contractor may submit for Substitution as equal to those specified in the Contract Documents and which may be incorporated in the Work, after review and acceptance of the information about such product by the Architect, and accepted by Owner.”

“§1.1.16 Technical Specifications.

The Technical Specifications included in the Contract Documents.”

2.5 Immediately following §1.2.1, add the following paragraphs:

“§1.2.1.1 In the event of conflicting provisions within the Contract Documents, the more specific will take precedence over less specific; the more stringent will take precedence over less stringent; the more expansive will take precedence over less expansive.”

“§1.2.1.2 In the case of any inconsistency between Drawings and Specifications or within Contract Documents, which are not clarified by Addenda, the better quality or greater quantity of Work shall be provided in accordance with the Architects’ interpretation without additional compensation to the Contractor.”

“§1.2.1.3 The Contractor is solely responsible for coordinating bidding and the scope of work of any Subcontractors. The Architect will not act as arbiter as to which trade or Subcontractor is to furnish and install various items indicated or required to perform Work.”

ARTICLE 2 - OWNER

2.6 Immediately following §2.1.1 add the following paragraph::

“§2.1.1.1 The authorized representatives of the Owner and the Contractor, designated in Article 13 of the Agreement, shall be the principal points of contact between the Owner and the Contractor. All communications from the Contractor to the Owner shall be made to the Owner’s authorized representative and to the Architect.”

2.7 Immediately following §2.1.2, add the following paragraph:

“§2.1.3 The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor’s failure to perform the Work in accordance with the Contract Documents.”

2.8 Immediately following §2.3, add the following paragraph:

“§2.3.1 The Contractor shall not base any claim for additional time or money on any stop-work order issued under the provisions of §2.3.”

ARTICLE 3 – CONTRACTOR

2.9 Immediately following §3.1.3, add the following paragraph:

“§3.1.4 Contractor is an independent contractor and shall not for any purpose relating to or arising out of the Agreement be an agent or employee of the Owner or the Architect.”

2.10 In §3.3.1, delete the sentence: “If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.”

Add the following language at the end of §3.3.1 to read as follows:

“If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences, or procedures without acceptance of changes proposed by the Contractor in writing, the Contractor must proceed to perform the Work, shall be fully and solely responsible for performing the Work as safely as possible, and shall be liable for loss or damage resulting from any unsafe performance of the Work; provided, the Contractor will not be liable for loss or damage directly resulting from the Owner’s refusal to accept the particular changes proposed by the Contractor.”

2.11 Immediately following §3.3.1, add the following paragraphs:

“§3.3.1.1 The Contractor acknowledges that timely completion of the work, including both achievement of Substantial Completion and Final Completion, in accordance with the terms of the Contract Documents, is of crucial importance to the Owner.”

“§3.3.1.2 In the event of delays and/or unforeseen events, whether or not the same should entitle the Contractor to an adjustment in the Contract Sum and/or Contract Time, Contractor shall use diligent effort to maintain the scheduled completion date.”

“§3.3.1.3 The Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.”

2.12 Immediately following §3.5, add the following paragraphs:

“§3.5.1 The length of the warranty period shall be as indicated in the Contract Documents, but shall not be less than a one year correction period from the date of Substantial Completion.”

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

“§3.5.3 The Owner’s rights with respect to latent defects, gross mistakes, or fraud shall not be limited by the warranty provisions of these Contract Documents.”

2.13 Immediately following §3.6, add the following paragraph:

“§3.6.1 Taxes shall include, but not be limited to, all sales taxes, use taxes, occupational taxes, excise taxes, Social Security benefits, unemployment and worker’s compensation taxes, or similar levies on all materials, labor, tools, and equipment provided under this agreement, as required by the statutes of the State in which the project occurs.”

2.14 Immediately following §3.7.1, add the following paragraph:

“§3.7.1.1 The Contractor shall pay (and include in the amount of the Contractor’s Bid), all utility and service company hook-up and installation fees, all utility and service company use charges accrued prior to the date of Substantial Completion, and fees and cost for temporary facilities and controls, if any, required to complete the Work under the Contract Documents.”

2.15 Delete §3.7.4 and add the following:

“§3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that the conditions differ materially and will cause an increase or decrease in the Contractor’s cost of or time required for performance of any part of the Work, must recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is

justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. No adjustment in the Contract Time or Contract Sum shall be permitted as a result of a concealed or unknown condition that does not differ materially from those conditions which were disclosed or which reasonably should have been disclosed by (1) the Contractor's prior inspections, tests, review, or preconstruction services for the Project, or (2) the inspections, tests, review, or preconstruction services that the Contractor had the opportunity to make or reasonably should have performed in connection with the Project. If an adjustment is determined to be justified, the Contract Sum, Contract Time, or both shall be equitably adjusted; however, if the parties cannot agree on the adjustment, the adjustment shall be referred to the Architect for determination, subject to further proceedings under Article 15.

- 2.16 Immediately following §3.9.1, add the following paragraphs:

“**§3.9.1.1** Contractor shall provide names and resumes of the Superintendent(s) and Project Manager proposed for the project for review and approval by the Owner.”

“**§3.9.1.2** Contractor shall not change the Project Manager or change the Superintendent without prior written consent of the Owner. The Project Manager shall be present at the site and at the project regularly scheduled progress or other meetings. The Superintendent shall be present at the site and meetings throughout the duration of the Work, including completion of the punch list and available as necessary until Final Completion. The Owner shall have the right, at its discretion and at any time, to request and/or direct a change in Contractor's representatives. In this event, Contractor shall promptly assign a different Project Manager and/or Superintendent to the Project.”

- 2.17 Immediately following §3.10.1, add the following paragraph:

“**§3.10.1.1** The Contract Time, as set forth in Article 10 of the Agreement, commences on the date the Owner issues the Notice to Proceed.”

- 2.18 Immediately following §3.10.3, add the following paragraphs:

“**§3.10.3.1** Within fourteen (14) days after the Contract Time commences, but before any Work at the site is started, a pre-construction conference attended by the Contractor, Architect, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Subsection 3.10.4, procedures for handling shop drawings and other submittals, processing Applications for Payment, and maintaining required records.”

“**§3.10.4** Preliminary Schedules: Within ten (10) days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Architect for timely review:

- A. A preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any milestones specified in the Contract Documents;
- B. A preliminary Schedule of Submittals; and
- C. A preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Sum and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during

performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.”

- 2.19 Immediately following §3.13, add the following paragraphs:

“**§3.13.1** The Contractor shall locate, protect, and save from injury utilities and all kinds, either above or below grade, inside or outside of any structure, found in the areas affected by his work. The Contractor shall be responsible for all damage caused to such utility by operation of equipment or delivery of materials or as the direct or indirect result of and of his work, and shall repair all such damage at his expense and as a part of the Work included in the Contract Documents. The Contractor shall not be entitled to any increase in the Contract Sum or the Contract Time.”

“**§3.13.2** Contractor shall assume full responsibility for any damage to any such structure, land, or areas, or to the Owner or occupant thereof, or of any adjacent structure, land or areas resulting from the performed Work.”

“**§3.13.3** During the progress of the Work, Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable laws and regulations.”

ARTICLE 4 - ARCHITECT

- 2.20 §4.2.9 shall be amended to delete the word “inspections” and replace same with “observations”.

- 2.21 Immediately following §4.2.12, add the following paragraph:

“**§4.2.12.1** Should any conflict be discovered within the Contract Documents or should any question arise regarding materials, sequences, operations, routings, assemblies, systems, and the like, it is understood and shall be interpreted as if the Contractor had estimated and bid the highest quality of Work or means of doing the Work, unless he has asked for and obtained decision in writing from the Architect before entering into this Contract.”

- 2.22 Immediately following §4.2.14, add the following paragraph:

“**§4.2.15** In no event shall the provisions of this Contract modify the contract between the Architect and the Owner.

ARTICLE 5 - SUBCONTRACTORS

- 2.23 Immediately following §5.1.2, add the following paragraph:

“**§5.1.2.1.1** A sub-subcontractor also includes materialmen, suppliers, independent individuals for hire, or any other person or entity employed or undertaking any portion of the Work on any tiers.”

- 2.24 Immediately following §5.2.4, add the following paragraphs:

“**§5.2.5** Nothing in the Contract Documents creates any contractual relationship between any Subcontractor or Sub-Subcontractor and the Owner or Architect.”

“**§5.2.6** The Contractor is required to pay and discharge any liens or claims against the Project. The Owner will retain the right to withhold the payments or make payment against liens until all liens

are satisfied, either during the course of the Work or prior to Final Completion. The Contractor is required to certify that, to the best of his or her knowledge, all previous billings from its Subcontractors and others have been paid and shall provide written certification from each Subcontractor employed for the Work. In the case of a claim against the Project following the lien period, the Contractor shall pay the claim."

ARTICLE 7 – CHANGES IN THE WORK

2.25 Immediately following §7.1.2, add the following paragraph:

"§7.1.2.1 Proposed costs attributed to changes in the Work shall be valid for forty-five (45) days from the time when the proposal request is received by the Architect from the Contractor, unless otherwise agreed."

2.26 Immediately following §7.2.2, add the following paragraph:

"§7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule. If a Change Order increases the Contract Sum, the Contractor shall include the Work covered by such Change Order in Application for Payment as if such Work were originally part of the Project and Contract Documents."

2.27 In §7.3.7, delete subsections 1. to 5. and replace same with the following:

1. Actual costs of labor, including social security, unemployment insurance, fringe benefits required by agreement and workers' compensation insurance;
2. Actual costs of materials, supplies and equipment, including costs of transportation, whether incorporated or consumed;
3. Actual rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
4. One and one-half (1.5) percent of the subtotal costs for all bonds and insurance, actual permit fees, sales, use or similar taxes related to the work;
5. For the Subcontractor, actual additional costs of supervision and field office personnel directly attributable to the change; overhead costs incurred shall not exceed a maximum of six (6) percent of the total actual costs incurred pursuant to the preceding clauses 1. through 5.; and
6. For Subcontractors, a total amount not to exceed six (6) percent for profit of the total actual costs incurred pursuant to the preceding clauses 1. through 4.;
7. For the Contractor, actual additional costs of supervision and field office personnel directly attributable to the change; overhead costs incurred shall not exceed a maximum of twelve (12) percent of the total actual costs incurred pursuant to the preceding clauses 1. through 5.; and
8. For the Contractor, a total amount not to exceed six (6) percent profit of the subtotal of the total actual costs incurred pursuant to the preceding clauses 1. through 5."

2.28 Immediately following §7.3.7, add the following paragraph:

"§7.3.7.1 No additional costs for other categories of mark-ups, such as use, business, or similar taxes, warranty costs; safety costs, etc. will be allowed by the General Contractor, Subcontractors, lower tier contractors, or material men unless expressly agreed to by the Owner. Any proposal for such increases or categories of mark-ups shall be directed to the Owner for their review. It is the Owner's option to accept or reject such proposals."

ARTICLE 8 – TIME

- 2.29 Add the following sentence at the end of §8.1.1: “The time stated for final completion shall include final cleanup of the premises and all documentation required by the Contract Documents.”
- 2.30 In §8.1.2, delete the word “Agreement” replace with: “Agreement or the Notice to Proceed”.
- 2.31 Immediately following §8.3.1, add the following paragraphs:
- “§8.3.1.1 If the Contractor is delayed in the performance and/or completion of the Work by any cause beyond his control, he has no claim or right of action for damages from Owner for any such cause or delay, unless the cause or delay is a result of fraud or active interference by the Owner.”
- “§8.3.1.2 Extension of time commensurate with the actual delay for completion of the Work may be awarded in writing by the Owner provided that a written claim for extension of time is made by Contractor, through Architect, to Owner within ten (10) days from the beginning of the alleged cause for delay.”
- “§8.3.1.3 Owner reserves the right to withhold the granting of any time extension until the Contract Time is about to expire or to exercise other time -related provisions of the Contract.”
- “§8.3.1.4 The Contractor shall not be entitled to recovery of any damages or extra compensation of any kind for time delays resulting, in any way, from its failure or inability to perform all portions and phases of the Work, throughout the course of the project, in full compliance with Contract Documents.”
- “§8.3.1.5 Contractor shall not be entitled to delay damages, wage escalation, material escalation, extended overhead, or additional compensation of any kind for any delay except for such delays as may be caused solely by a default of Owner in the Agreement.”
- “§8.3.1.6 Each delay will be considered as a single event. No consideration will be given to the compounding of delays or to the compounded impact that an identified delay may have over the course of Construction Schedule.”
- 2.32 Delete §8.3.3 in its entirety and replace with the paragraph:
- “§8.3.3 The Contractor agrees to make no claim for damages for delay in the performance of this Contract occasioned by any act or omission to act of Owner, its Architect, its agents or employees or any other Contractor, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work.”
- 2.33 Immediately following §8.3.3, add the following paragraphs:
- “§8.3.4 When computing any period of time, the day of the event from which the period of time begins to run shall not be counted. The last day is counted unless it falls on a weekend or legal holiday, in which event the period runs until the end of the next day which is not a weekend or holiday.”
- “§8.3.5 It is the Contractor’s option to complete the project earlier than the date specified in the Contract Documents, thus any claim based on delay shall be evaluated based upon the dates

specified in the Contract Documents, not an earlier projected completion that the Contractor may propose.”

ARTICLE 9 – PAYMENTS AND COMPLETION

2.34 Immediately following §9.2, add the following paragraph:

“§ 9.2.1 Unless otherwise provided in the Contract Documents, a conference attended by the Contractor, Architect, and others as appropriate must be held at least fourteen (14) days before submission of the first Application for Payment to review for acceptability to the Architect, as provided below, the schedules submitted in accordance with Section 9.2. Contractor shall have an additional ten (10) days following the conference to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to the Architect.

1. The progress schedule will be acceptable to Architect if it provides an orderly progression of the Work to completion within the Contract Time. Such acceptance will not impose on Architect responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work, or interfere with or relieve Contractor from Contractor’s full responsibility therefor.
2. Contractor’s schedule of submittals will be acceptable to Architect if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor’s schedule of values will be acceptable to Architect as to form and substance if it provides a reasonable allocation of the Contract Sum to component parts of the Work.”

2.35 Immediately following §9.3.1.2, add the following paragraphs:

“§9.3.1.3 The form of Application for Payment shall be AIA Form G702 – Application and Certificate for Payment, supported by AIA Form G703 – Application and Certification for Payment Continuation Sheet. One original and two copies must be submitted.”

“§9.3.1.4 The Contractor shall not withhold from a Subcontractor or supplier more than the percentage of retainage withheld from processed payment certificates for their portion of the Work.”

“§9.3.1.5 Until conditions set forth in Subsection 9.10 are met, the Owner shall pay ninety-five percent (95%) of the amount due the Contractor on account of progress payments.”

2.36 Amend §9.3.2 by adding the following sentence at the end of the paragraph: “Offsite storage shall be in a bonded warehouse and will not be approved at locations more than ten (10) miles distance from the project site.”

2.37 Amend §9.5.1.7 to delete the word “repeated”.

2.38 Immediately following §9.6.1, add the following paragraphs:

“§9.6.1.1 It is the intent of the Owner to pay portions of the Contract on a monthly basis as completed by the Contractor. The Contractor shall submit an Application for Payment to the Architect once per month per a mutually agreed-upon payment schedule. A payment plan and

schedule (defining all terms, conditions, and requirements) shall be developed prior to commencement of construction.”

“**§9.6.1.2** The Architect will, within seven (7) days after receipt of each Application of Payment, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing the Architect’s reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application. Owner reserves all rights overruling or issuing payment without Architect’s approval.”

2.39 Amend §9.6.3 by adding the following sentence at the end of the paragraph: “Such request shall be in writing.”

2.40 Immediately following §9.6.7, add the following paragraph:

“**§9.6.8** All materials and Work covered by partial payment become the sole property of Owner. The Contractor remains solely responsible for care and protection of materials and Work upon which payments have been made and shall provide or restore any damaged materials or Work. The Owner has the right to require the Contractor to fulfill all terms, conditions, and provisions.”

2.41 Amend §9.8.5 to add the following sentence at the end of the paragraph: “The payment shall be sufficient to increase the total payment to ninety-five (95) percent of the Contract Sum, less any amounts the Architect determines for incomplete work and unsettled claims.”

2.42 Amend §9.10.1 to add the following sentence at the end of the paragraph: “The final retainage shall become due and payable to the Contractor not more than thirty (30) days after issuance of the final Certificate for Payment by the Architect, provided that the conditions of Subsection 9.10.2 are fully satisfied.”

2.43 Immediately following §9.10.5, add the following paragraphs:

“§9.11 LIQUIDATED DAMAGES”

“**§9.11.1** The Owner will suffer financial loss if the Project is not Substantially Complete on the date set forth in the Contract Documents. The Contractor (and its Surety) shall be liable for and shall pay to the Owner the sums stipulated as Liquidated Damages in Article 10 of the Contract Agreement, Contract Time, for each calendar day of delay until the Work is substantially completed.”

“**§9.11.2** The Work of this Contract shall be commenced on a date to be specified in the Notice to Proceed and shall be completed within the time limits stipulated in Article 10 of the Contract Agreement, Contract Time. The Contractor shall reimburse the Owner for any loss suffered as a result of Contractor’s failure to meet the schedule.

“**§9.11.3** If an extension of Contract Time is granted to the Contractor by a Change Order, the Contractor shall indemnify and hold harmless the Owner and Architect from any loss to any other contractor or subcontractor caused by such extension of time. Liquidated damages will not be assessed for any days for which an extension of time is granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire Contract.”

“**§9.11.4** It is further agreed that time is of the essence for each and every portion of this Contract

and for the specifications wherein a definite and certain length of time is fixed for the performance of any act; and where under the Contract a time extension is allowed pursuant to §8.3, Delays and Extensions of Time, the new time limit fixed by such extension shall be of the essence for this Contract.”

“§9.11.5 When the Work is substantially complete, the Architect will notify the Contractor in writing of the Substantial Completion date. If the Work is not substantially complete by the date established in the Contract Documents, the Contractor shall pay the dollar amount, as defined in the provisions of Subsection 9.11.1, as Liquidated Damages for each and every calendar day that the Contractor is in default until the Work is Substantially Complete. Said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would sustain in such event, and said amount shall be deducted from the Contract Sum and not paid by the Owner.”

“§9.11.6 For overruns in Contract Time occurring after Substantial Completion, damages shall be assessed on the basis of direct architectural, administrative, and related costs assignable to the Project until the date of Final Completion of all the contract Work. The Owner may offset these costs against any payment due the Contractor. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Architect, the Contractor shall furnish a written schedule for completing the Contract.”

ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY

2.44 Immediately following §10.1, add the following paragraph:

“§10.1.1 Contractor shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground facilities and other utility owners when performance of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.”

ARTICLE 11 – INSURANCE AND BONDS

2.45 Immediately following §11.1.1.8, add the following paragraphs:

“9. The Contractor shall maintain coverage limits of liability for the insurance required by Article 7 of the Agreement, which may not be less than the following amounts or greater where required by law:

Comprehensive General Liability as specified by the State of Washington requirements shall include:

- (a) Bodily Injury:
 - \$1,000,000 Each occurrence, including personal injury with the employment exclusion deleted.
 - \$2,000,000 Annual aggregate, including products and completed operations.
- (b) Property Damage:
 - \$1,000,000 Each occurrence.

\$1,000,000 Annual aggregate, including products and completed operations.

(c) Property Damage liability insurance must provide explosion, collapse, and underground coverages.

(d) \$1,000,000 Personal injury annual aggregate with employment exclusion deleted.”

“10. The Contractor shall maintain coverage limits of liability for the insurance required by §11.1 of the General Conditions shall not be less than the following amounts or greater where required by law:

Comprehensive Automobile Liability as specified by the State of Washington requirements shall include:

(a) Bodily Injury:
 \$1,000,000 Each person.
 \$1,000,000 Each accident.

(b) Property Damage:
 \$1,000,000 Each occurrence.”

“11. The Contractor shall maintain coverage limits of liability for the insurance required by §11.1 of the General Conditions shall not be less than the following amounts or greater where required by law:

The Contractual Liability as specified by the State of Washington requirements shall include:

(a) Bodily Injury:
 \$1,000,000 Each occurrence.

(b) Property Damage:
 \$1,000,000 Annual aggregate.

The Owner and Architect shall be named as Additional Insured under Contractor's general liability insurance required by §11.1.”

“12. In addition to the insurance provisions set forth in the previous sections, the Contractor shall purchase and maintain a \$2,000,000 excess liability or umbrella insurance policy.”

2.46 Delete §11.3.1 in its entirety and replace the same with the following:

“§11.3.1 The Contractor shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in these Supplementary Conditions or required by law). This insurance shall include the interests of Owner, Contractor, and Subcontractors in the Work, shall insure against perils of fire and extended coverage, shall insure against "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in these Supplementary Conditions, and shall include damages, losses and expenses

arising out of or resulting from any insured property (including fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in these Supplementary Conditions, the Contractor shall purchase and maintain similar property insurance on portions of the work stored on and off site or in transit when such portions are to be included in any Application for Payment. The policies of insurance required to be purchased and maintained by the Contractor in accordance with §11.3.7 shall not be canceled or materially changed until at least 30 days prior written notice has been given to Owner. Any damage not so covered by insurance is the Contractor's responsibility."

2.47 Delete §11.3.1.2 in its entirety and replace the same with the following:

"**§11.3.1.2** Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain."

2.48 Delete §11.3.1.3, 11.3.2, 11.3.4, 11.3.5, 11.3.6, 11.3.8, 11.3.9 and 11.3.10 in their entirety.

2.49 Immediately following §11.4.2, add the following paragraphs:

"**§SSC 11.4.3** The Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Sum, as security for faithful performance and payment of all of the Contractor's obligations under the Contract Documents."

"**§SSC 11.4.4** The Contractor shall promptly furnish additional security required to protect the Owner and persons supplying labor or materials under this Contract if:

1. Any surety upon any bond furnished with this Contract becomes unacceptable to the Owner;
or
2. Any surety fails to furnish reports on its financial condition if requested by the Owner."

ARTICLE 12 – UNCOVERING AND CORRECTING WORK

2.50 Immediately following §12.3, add the following paragraphs:

"§12.4 OWNER MAY STOP WORK

If the Work is defective, or if Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any supplier, any other individual or entity, or any surety for, or employee or agent of any of them."

"**§12.4.1** If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor."

“§12.4.2 Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner’s rights and remedies under this §12.4”

ARTICLE 13 – MISCELLANEOUS PROVISIONS

2.51 Immediately following §13.1, add the following paragraph:

“§13.1.1 The Contractor hereby stipulates that no person shall be discriminated against in any employment related to the work under this Contract. No person shall be refused employment because of the person’s race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or disability, including sensory, mental, or physical disability, unless based upon a bona fide occupational qualification.

2.52 Delete §13.6 in its entirety and replace with the following:

“§13.6 INTEREST

Payments due and unpaid under the Contract Documents shall not bear any interest until the payment is thirty (30) days past due from the date the Application for Payment was accepted by Architect and, thereafter, shall bear interest at the rate of eight percent (8%) per annum calculated from thirty (30) days past due until the date the Check is posted by Owner.”

ARTICLE 14 – TERMINATION OR SUSPENSION OF THE CONTRACT

2.53 Amend §14.1.3 to delete “costs incurred by reason of such termination, and damages”.

2.54 Amend §14.2.1.1 to delete the word “repeatedly”.

2.55 Amend §14.2.1.3 to delete the word “repeatedly”.

2.56 Revise §14.2.1.4 to read “Contractors substantial breach or persistent failure to perform the work in accordance with the Contract Documents.”

2.57 Immediately following §14.2.4, add the following paragraph:

“§14.2.5 In the event of termination of the Contract because of Contractor’s failure to carry out the Work, the Contractor shall have no claims against the Owner for overhead expenses, profits, or damages.”

2.58 Amend §14.4.3 to delete the words, “along with reasonable overhead and profit on the Work not executed”.

ARTICLE 15 – CLAIMS AND DISPUTES

2.59 Delete §15.1.2 in its entirety and replace same with the following paragraph:

“§15.1.2 NOTICE OF CLAIMS

If the Contractor asserts there is cause for a claim, the Contractor shall:

1. Immediately give a signed written notice of claim to the Architect and the Owner before doing the Work;
2. Supplement the written claim notice within seven (7) calendar days with a written statement and supporting documents providing the following:
 - A. The date and nature of the claim;
 - B. A full discussion of the circumstances that caused the claim, including names of persons involved, time, duration and nature of the Work involved, and a review of the Plans and contract provision referenced to support the claim;
 - C. The estimated dollar cost, if any, of the Work related to the claim and a detailed breakdown showing how that estimate was determined;
 - D. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption; and
 - E. If the claim is continuing, the information required above shall be supplemented upon request by the Architect until the claim is resolved.

Once such claim is identified, the claimant shall cooperate with the Architect and the other party against whom the claim is made in an effort to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition which is the cause of such a claim. The claim resolution procedure defined in §15.2 shall be followed upon receipt of Contractor's claim.

Throughout any Work related to a claim, the Contractor shall keep complete records of extra costs and time incurred. The Contractor shall permit the Architect and Owner access to these and any other records related to the Work as determined by the Architect and Owner. The records for disputed work shall be in accordance with section 7.3.7.

By failing to follow the procedures of this §15.1.2, the Contractor completely waives any right for compensation or extended duration claims for protested Work. An additional claim made after the initial claim has been implemented by Change Order will not be allowed."

- 2.60 Amend §15.1.4 to add the following sentences at the end of the paragraph: "No adjustment in the Contract Sum shall be permitted, however, in connection with a concealed or unknown condition which does not differ materially from those conditions disclosed or which reasonably should have been determined prior to bidding."
- 2.61 Immediately following §15.1.4, add the following paragraph:

“§15.1.4.1 The parties agree that an integral part of this agreement is the ability to resolve claims and disputes in a timely manner. To achieve this timely resolution, the parties agree to establish a set cost allowance for delays and time extensions. There will be no additional allowance for equitable adjustment for any general conditions, costs or mobilization, demobilization, layout, temporary facilities, equipment, home office, or field overhead costs (extended overhead) or other costs of supervision herein relating to change orders, time extensions, or delays, other than as set forth in this paragraph. The owner will pay only for the following verifiable costs associated with the time extension or delay: 1) the actual labor costs, fringe benefits, employment taxes and insurance related to the Project Superintendent; 2) the cost associated with the fair rental value of

the Project Superintendent's vehicle directly related to the time extension; 3) the direct costs attributable to the extension for the field office facility including telephone line, utilities, power, lights, water, and sewer (toilets). Mark-up on these costs will not be allowed."

2.62 Delete §15.1.5.1 in its entirety and replace the same with the following:

2.63 "§15.1.5.1 If the Contractor wishes to make claim for an increase in the Contract Time, as stated in the Contract Documents, written notice, as provided herein, shall be given. The Contractor's claim shall include an estimate of cost and of probable effect of delay on progress of the Work based on Contract Time as stated in the Contract Documents. In case of a continuing delay, only one claim is necessary. All claims for costs related to claims for additional time shall be pursuant to §15.1.2. No adjustment in the Contract Time shall be permitted, however, in connection with a concealed or unknown condition which does not differ materially from those conditions disclosed or which reasonably should have been determined prior to bidding."

2.64 Add a new Article 16 following Article 15.

"ARTICLE 16 - MISCELLANEOUS

§ 16.1 Notwithstanding anything in the Contract Documents to the contrary, the following provisions will apply:

§16.1.1 If the Contractor's Work falls behind the most recent Owner approved schedule, the Owner shall have the right, but not the obligation, to require the Contractor to prepare and submit an "Acceleration Schedule" demonstrating a construction sequence by which the Work will be accelerated to conform to the last approved schedule. If Owner so directs, the Contractor shall follow the sequences of the Acceleration Schedule. Any costs incurred in complying with such Acceleration Schedule will be solely borne by the Contractor to the same extent as the Contractor is responsible under the Contract for the delays which caused the Work to fall behind schedule.

§16.1.2 A change in the Contract Sum or the Contract Time under this Contract will be accomplished only by Change Order signed by both the Owner and the Contractor. Accordingly, no course of conduct or dealing between the parties, nor express or implied acceptance of alterations or additions to the Work will constitute a change in the Contract Documents or a change in any time period or payment amount provided for in the Contract Documents. Nothing in this provision will preclude the Contractor from seeking a change in the Contract Sum or Contract Time in accordance with the provisions of Article 15.

§16.1.3 There will be no extension of the Contract Time, except under one or more of the following circumstances: (i) an act or omission by Owner materially delays the progress of the Work (provided, however, that Contractor has notified Owner in writing of such act or omission and has given Owner at least two (2) days to correct such act or omission); (ii) Owner approves a change order in writing containing an express extension of the Contract Time; (iii) labor disputes (including disputes affecting transportation) directly and critically affect the progress of the Work for more than five (5) days, provided Contractor has used its best skill and judgment to prevent same; (iv) adverse and abnormal weather conditions critically affect the progress of the Work, if but only if, Contractor notifies Owner of such adverse weather conditions by telephone or other means within one (1) day after such conditions occur; (v) a court or governmental agency having jurisdiction over the Work issues a direct order delaying the progress of the Work, provided such order is not based upon Contractor's violation of any law or any governmental regulation or upon other default by Contractor or its Subcontractors; or (vi) an act of God, a fire, an abnormal delay in transportation or delivery, an unavoidable casualty

or any other cause, other than financial, beyond the reasonable control of Contractor actually delays the progress of the Work.

§16.1.4 Wherever the Contract Documents give the Architect the right to inspect the Work and reject Work that is not in compliance with the Contract Documents, the Owner will have the same rights.



ADDENDUM #1

Benton County Re-Roofing Projects
Kennewick, WA

08/22/2016

To all "Plan Holders of Record" and Prime Bidders:

The following changes, modifications, additions and clarifications shall be made to the Contract Documents dated (Date) for the (Project Title) project. This addendum shall be bound to the inside front cover of the construction documents. Acknowledgment of this addendum shall be indicated on your bid proposal form.

GENERAL

PROJECT MANUAL

Contract Agreement, Article 10 - Contract Time, Item 1: Change from 180 days to 270 calendar days.

DRAWINGS

Drawing A201: For clarification the two lower roof on the West and South of the former jail are only partially shown on the drawings. These two roofs areas shall be re-roofed with new copings similar to the work on the remainder of the old jail. Also the two "wedge" shaped areas on the far west of the building have been partially truncated on the drawing but shall be included in the scope of work.

End of Addendum 1



ADDENDUM #2

**Benton County Re-Roofing Projects
Kennewick, WA**

08/26/2016

To all "Plan Holders of Record" and Prime Bidders:

The following changes, modifications, additions and clarifications shall be made to the Contract Documents dated 07/01/2016 for the Benton County Re-Roofing Projects project. This addendum shall be bound to the inside front cover of the construction documents. Acknowledgment of this addendum shall be indicated on your bid proposal form.

GENERAL

No changes.

PROJECT MANUAL

No changes.

DRAWINGS

1. Note that the walkway pads are not called out on the drawings but shall be furnished in the quantity's indicated. Coordinate with the Owner and Architect prior to installing the walkway pads for minor revisions to their placement.
2. The owner is conducting a good faith asbestos survey of the Built-Up roofing portion of the "Old Courts/Old Jail Building" Drawing D201. Bidders shall assume that it is Asbestos Contain Material until the results are available.
3. Access points and acceptable lay-down areas were discussed during the Job Walk. Note that access and open area adjacent to the "Old Courts/Old Jail Building" and Jail Buildings is limited due to exterior walls and adjacent buildings.
4. Clarification on insulation thickness and roof slopes:

Drawing A101 "Courts Building" The building primary roof slopes are constructed on fireproofed metal decking on tapered open web truss at 1/4 in 12" slope. The primary sloped area insulation is non-tapered insulation of a uniform thickness. Assume approximately 5 1/4" thickness for demolition quantities. The tapered insulation is and shall be replaced with a 1/2" in 12 tapered slope insulation. It may be engineered shallower than as shown on the drawing by an approved submittal.

Drawing A102 "Old Courts/Old Jail Building" The building primary roof slopes are constructed on concrete over metal decking and concrete "T's". The slope is assumed to be approximately 1/4 in 12" (not indicated on the drawing package). The primary sloped area insulation is non-tapered insulation of a uniform thickness. Assume approximately 5 1/4" thickness for demolition quantities. Furnish tapered insulation

for crickets at 1/2" in 12" slope.

- Drawing A103 "Jail" The building primary roof slopes are constructed on fireproofed metal decking on tapered open web truss at 1/2 in 12" slope. The primary sloped area insulation is non-tapered insulation of a uniform thickness. Assume approximately 5 1/4" thickness for demolition quantities. The tapered insulation is and shall be replaced with a 1" in 12 tapered slope insulation. It may be engineered shallower than as shown on the drawing by an approved submittal.
- Drawing A104 "Health Building" The building primary roof slopes are constructed on 20 gage metal decking on sloped open web truss at with slopes that varies from 3/8" to 1/4 in 12" slope. The primary sloped area insulation is non-tapered insulation of a uniform thickness. Assume approximately 5 1/4" thickness for demolition quantities. The tapered insulation is and shall be replaced with a 1/2" in 12 tapered slope insulation. It may be engineered shallower than as shown on the drawing by an approved submittal.
- Drawing A105 "Coroner Building" The building primary roof slopes are constructed on a metal decking on sloped open web truss at with an assumed 1/4 in 12" slope. The primary sloped area insulation is non-tapered insulation of a uniform thickness. Assume approximately 5 1/4" thickness for demolition quantities. The tapered insulation is and shall be replaced with a 1/2" in 12" tapered slope insulation. It may be engineered shallower than as shown on the drawing by an approved submittal.

End of Addendum 2

**BENTON COUNTY JUSTICE CENTER
ROOFING PROJECT
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NOTICE OF AWARD

Benton County
Re-roofing Project
Kennewick, WA

M G Wagner Company, Inc (Contractor) is hereby formally notified that on September 12, 2016, Benton County formally considered the Bid submitted by Contractor on September 1st, 2016 for the Project described below, and on the first date above-stated, Benton County accepted the Bid in the amount of \$1,867,322.⁰⁰ for Base Bid #1 and Additive Alternate #1 (the Skylight Replacement).

Project: The Benton County Re-roofing Project in Kennewick, Washington, as shown and described on the plans and specifications contained in the Bidding Documents bearing the above title.

The Contractor must execute all provisions of the Contract Agreement within ten (10) calendar days following the date of this Notice of Award and deliver the executed contract to the Benton County Commissioners Office at 7122 W. Okanogan Pl., Building A, Kennewick, WA 99336 Mailing of the executed Contract Agreement to Benton County is acceptable only if overnight delivery is guaranteed.

DATED this 12th day of September, 2016.

Benton County

Douglas R. Eadie AIA with Meier Architecture Engineering signing for Benton County.

Douglas Eadie

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

Bond No: 2218122

CONTRACTOR:

(Name, legal status and address)

M. G. Wagner Co., Inc.
P.O. Box 9605
Yakima, WA 98909

SURETY:

(Name, legal status and principal place of business)

North American Specialty Insurance Company
650 Elm Street
Manchester, NH 03101

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Benton County
7122 W. Okanogan Pl.
Kennewick, WA 99336

CONSTRUCTION CONTRACT

Date:

Amount: **\$2,027,911.69**

Description: **Benton County Justice Center Roofing Project**
(Name and location)

BOND

Date: **9/14/2016**

(Not earlier than Construction Contract Date)

Amount: \$ **\$2,027,911.69**

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

M. G. Wagner Co., Inc.

Signature:

Name and Title: **Scott Wagner**
President

SURETY

Company: (Corporate Seal)

North American Specialty Insurance Company

Signature:

Name and Title: **Roger R. Kaltenbach**
Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Parker | Smith | Feek
2233 112th Ave. N. E.
Bellevue, WA, 98004 (425) 709-3658
(425) 709-3600

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim, and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ *(Corporate Seal)*

SURETY

Company: _____ *(Corporate Seal)*

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

SUSAN B. LARSON, SCOTT FISHER, JILL A. BOYLE, MINDEE L. RANKIN, DEANNA M. FRENCH, RONALD J. LANGE, ELIZABETH R. HAHN, JANA M. ROY, ROGER R. KALTENBACH, GUY P. ARMFIELD, SCOTT McGILVRAY and LAWRENCE J. NEWTON JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation
By Mike A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 8th day of September, 2015.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 8th day of September, 2015, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this day of 2016.

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

Bond No: 2218122

CONTRACTOR:

(Name, legal status and address)

M. G. Wagner Co., Inc.
P.O. Box 9605
Yakima, WA 98909

SURETY:

(Name, legal status and principal place of business)

North American Specialty Insurance Company
650 Elm Street
Manchester, NH 03101

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Benton County
7122 W. Okanogan Pl.
Kennewick, WA 99336

CONSTRUCTION CONTRACT

Date:

Amount: \$2,027,911.69

Description: **Benton County Justice Center Roofing Project**
(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount \$2,027,911.69

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

M. G. Wagner Co., Inc.

Signature:

Name **Scott Wagner**
and Title: **President**

SURETY

Company: (Corporate Seal)

North American Specialty Insurance Company

Signature:

Name **Roger R. Kaltenbach**
and Title: **Attorney-in-Fact**

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Parker | Smith | Feek
2233 112th Ave. N. E.
Bellevue, WA 98004
(425) 709-3600

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

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

Statement of Intent to Pay Prevailing Wage

Document Received	Intent Id:	Affidavit Id:	Status: Approved On
Date: 9/14/2016	789281		9/20/2016

Company Details

M G WAGNER CO INC	UBI#: 397017132
PO BOX 9605	Reg#: MGWAGCI141QG
YAKIMA, WA 98909	E-mail: cindy@mgwagnerroofing.com
509-575-0934	

Industrial Insurance Account Id: 09389300

Filed By Lockwood, Cindy

Prime Contractor

Company Name	M G WAGNER CO INC
Contractor Registration No.	MGWAGCI141QG
WA UBI Number	397017132
Phone Number	509-575-0934

Project Information

Awarding Agency	BENTON COUNTY PO BOX 470 PROSSER, WA – 99350
Awarding Agency Contact	Larry Hueter
Awarding Agency Contact Phone Number	509-222-0159
Contract Number	

Project Name	Benton County Re-roofing Project
Bid due date	9/1/2016
Award Date	9/12/2016
Project Site Address or Directions	

Intent Details

Does your company intend to hire subcontractors to perform all work?	No
Does your company intend to hire any subcontractors?	No
Will your company have employees perform work on this project?	Yes
Do you intend to use any apprentices? (apprentices are considered employees.)	No
Will this project utilize American Recovery and Reinvestment Act (ARRA) funds?	No
Specifically, will this project utilize any weatherization or energy efficiency upgrade funds (ARRA or otherwise)?	No
How many owner/operators performing work on the project own 30% or more of the company?	0
What is the estimated contract amount? Or is this a time and materials estimate?	\$2,027,911.69
Expected project start date: (MM-DD-YYYY)	11/7/2016
In what county (or counties) will the project be done?	Benton
In what city (or nearest city) will the project be done?	Kennewick

Journey Level Wages

County	Trade	Occupation	Wage	Fringe	# Workers
Benton	Roofers	Journey Level	\$26.42	\$10.53	6

[Show/Hide Existing Notes](#)

No note exists

BID FORM

PROJECT IDENTIFICATION: Benton County
Re-roofing Project
Kennewick, WA

THIS BID SUBMITTED TO: Attention: Dan Waggoner
Facilities Supervisor
7122 W. Okanogan Pl., Bldg A
Kennewick, WA 99336

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract Agreement with Benton County in the form included in the Contract Documents, and to complete all Work as specified or indicated in the Contract Documents for the contract price and within the contract time indicated in this Bid and the Contract Documents.
2. The Bidder accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain open for thirty (30) days after the day of bid opening. The Bidder will sign the Contract Agreement within six (6) days after the date that Benton County issues the Notice of Award.
3. In submitting this Bid, the Bidder represents, as more fully set forth in the Contract Agreement, that:
 - A. Bidder has examined copies of all the Bidding Documents and Contract Documents and of the following Addenda, if issued. Receipt of Addenda is hereby acknowledged:

Date:	Number:
<u>8/24/16</u>	<u>1</u>
<u>8/26/16</u>	<u>2</u>
<u> </u>	<u> </u>
 - B. Bidder has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work.
 - C. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
 - D. Bidder is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the Work.
 - E. Bidder has given the A/E written notice of all conflicts, errors, ambiguities, or discrepancies in the Contract Documents; the written resolution thereof by A/E is acceptable to Bidder; and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is

submitted.

- F. Where conflicts, errors, ambiguities, or discrepancies have been discovered in or between Contract Documents and/or other related documents, and where said conflicts, errors, ambiguities, or discrepancies have not been resolved through the interpretations or clarifications of the A/E, as provided for in Section 4.0 of the Instructions to Bidders, because of insufficient time or otherwise, Bidder has included in the Bid the greater quantity or better quality of Work or compliance with the more stringent requirement resulting in a greater cost.
 - G. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation. The Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid. The Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding. The Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Benton County.
4. The Bidder will complete the Work for the prices set forth in this Bid Form.
 5. The Bidder agrees that the Work will be completed in accordance with the time schedule stated within the Contract Agreement. The Bidder accepts the provisions of the Contract Agreement as to liquidated damages, in the event of Bidder's failure to complete the Work on time.
 6. The following documents are attached hereto and must be submitted in order for the Bid to be considered:
 - A. Bid Security: A certified check, cashier's check, bank draft, or money order payable to the Owner or a bid bond in the amount of five percent (5%) of the Bidder's max bid price.
 - B. Affidavit of Non-collusion.
 - C. Anti-Discrimination Certificate.
 7. Communications concerning this Bid shall be addressed to the address of the Bidder indicated below:

M.G. Wagner Co., Inc.
P.O. Box 9605
Yakima, WA 98909
 Phone 509-575-0934 Fax 509-453-0592
 8. The terms used in this Bid, which are defined in the General Conditions of the Construction Contract or Supplementary Conditions, or are otherwise defined in the Contract Documents, have the meanings assigned to them in the General Conditions, Supplementary Conditions, or other Contract Documents.

BID SCHEDULE

Base Bid: Re-roofing of the following five buildings located at the Benton County Justice Center campus, using a 90 mil EPDM (ethylene propylene diene monomer) fully adhered single-ply system with a 30-year NDL (No Dollar Limit) warranty:

1. Building "C" (including the lower connecting elevated walkway structures) and Building "R", located at 7122 W. Okanogan Pl., Building A, Kennewick, WA 99336;
2. Building "J" (the Benton County Jail), located at 7122 W. Okanogan Pl., Building B, Kennewick, WA 99336;
3. Building "HS" (the Benton-Franklin Health District/Human Services building), located at 7102 W. Okanogan Pl., Kennewick, WA 99336; and
4. Building "CO" (the Benton County Coroner's Office building), located at 7110 W. Okanogan Pl., Building A, Kennewick, WA 99336.

LUMP SUM (excluding sales tax) \$ 1,838,307.00

LUMP SUM (excluding sales tax), in words:

One Million Eight Hundred Thirty-Eight Thousand Three Hundred Seven Dollars and 00/100

Additive Alternate No. #1: Skylight Replacement. Replace the two existing west skylights on Building "R" with Fiberglass Sandwich Panels, as indicated on Drawing A201 and as specified in Division 8, Section 084523 Fiberglass-Sandwich-Panel Assemblies. [DW1]

LUMP SUM (excluding sales tax) \$ 29,015.00 Add

LUMP SUM (excluding sales tax), in words:

Twenty-Nine Thousand Fifteen Dollars Dollars and 00/100 Add

Additive Alternate No. #2: Roofing Material and Warranty Modification. Change the EPDM membrane from 90 mil to 60 mil and the Warranty Period from a 30-year NDL to a 20-year NDL ,as specified in Division 7, Section 075323 - Ethylene-Propylene-Diene-Monomer (EPDM) Roofing. [DW2]

LUMP SUM (excluding sales tax) \$ (116,055.00) Deduct

LUMP SUM (excluding sales tax), in words:

(One Hundred Sixteen Thousand Fifty-Five Dollars and 00/100) Deduct

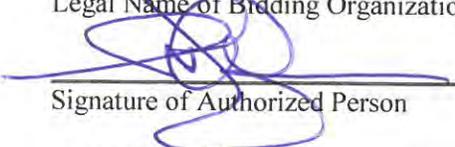
SUBMITTED ON Sept. 1, 2016

The party submitting this Bid, and who will enter into the Contract with Benton County if the Bid is accepted, is a Corporation, Partnership, or Individual doing business at the following address:

1401 Hathaway St.
 (Street)
Yakima WA 98902
 (City) (State) (Zip Code)

The undersigned hereby certifies and represents to signing this Bid on behalf of the Bidder and is authorized to do so.

M.G. Wagner Co., Inc.
Legal Name of Bidding Organization


Signature of Authorized Person

Scott Wagner
Partner of Firm or Official of Corporation

President
Title

AFFIDAVIT OF NON-COLLUSION

Benton County
Re-roofing Project
Kennewick, WA

STATE OF WASHINGTON

Benton County

I, Scott Wagner (Contractor), being first duly sworn, certify that the Bid submitted on the above-named project is a genuine Bid and not a sham or collusive Bid or a Bid made in the interest or on behalf of any person not named in the Bid. I further certify that M.G. Wagner Co., Inc. (Company) has not directly or indirectly induced or solicited any other Bidder on the above-named project to put in a sham Bid or any other person or corporation to refrain from bidding, or in any manner sought by collusion to secure an advantage over any other Bidder.

M.G. Wagner Co., Inc.
(Company Name)

[Handwritten Signature]
(Contractor's Signature)

Scott Wagner, President
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 1 day of Sept., 2016

[Handwritten Signature]

NOTARY PUBLIC in and for the State of Washington, residing at Yakima



ANTI-DISCRIMINATION CERTIFICATE

Benton County
Re-roofing Project
Kennewick, WA

STATE OF WASHINGTON

Benton County

I, Scott Wagner (Contractor), certify that no person will be discriminated against in the bidding of services and/or materials for the above-named project, and that M.G. Wagner Co., Inc. (Company) will not refuse employment to any person related to the Contract because of the person's race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or disability, including sensory, mental, or physical disability, unless based upon a bona fide occupational qualification. I acknowledge that any such discrimination shall be deemed a violation of this Bid and shall render this Bid subject to forfeiture.

M.G. Wagner Co., Inc.
(Company Name)

[Handwritten Signature]
(Contractor's Signature)

Scott Wagner, President
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 1 day of Sept., 2016.

Cindy Lockwood

NOTARY PUBLIC in and for the State of Washington, residing at Yakima





September 1, 2016

SUB-CONTRACTORS FOR BENTON COUNTY RE-ROOFING PROJECT, KENNEWICK, WA

Columbia Basin Sheet Metal, LLC
2115 West 'A' St.
Pasco, WA 99301
509-378-8999

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

M. G. Wagner Co., Inc.
P.O. Box 9605
Yakima, WA 98909

SURETY:

(Name, legal status and principal place of business)

North American Specialty Insurance Company
650 Elm Street
Manchester, NH 03101

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Benton County
7122 W. Okanogan Pl., Building "A"
Kennewick, WA 99336

BOND AMOUNT: \$ Five Percent (5%) of the Total Amount of Bid ----

PROJECT:

(Name, location or address, and Project number, if any)

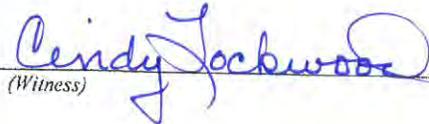
Benton County Justice Center Roofing Project
Kennewick, WA

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

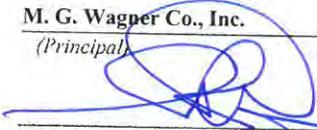
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of September 2016


(Witness)

M. G. Wagner Co., Inc.
(Principal) (Seal)


(Title) Scott Wagner, President

North American Specialty Insurance Company
(Surety) (Seal)


(Title) Roger R. Kaltenbach
Attorney-in-Fact

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

SUSAN B. LARSON, SCOTT FISHER, JILL A. BOYLE, MINDEE L. RANKIN, DEANNA M. FRENCH, RONALD J. LANGE, ELIZABETH R. HAHN, JANA M. ROY,

ROGER R KALTENBACH, GUY P. ARMFIELD, SCOTT McGILVRAY and LAWRENCE J. NEWTON JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

By Mike A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

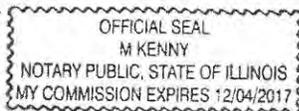


IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 8th day of September, 2015.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 8th day of September, 2015, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 1 day of September, 2016.

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	October 18, 2016	Execute Contract	___	Consent Agenda	<u> x </u>
Subject:	Fujitsu Scanner	Pass Resolution	<u> x </u>	Public Hearing	___
	Maintenance	Pass Ordinance	___	1 st Discussion	___
		Pass Motion	___	2 nd Discussion	___
Prepared By:	Teri Holmes	Other	___	Other	___
Reviewed By:	Loretta Smith Kelty				

BACKGROUND INFORMATION

Document Scanning is an integral part of business at Benton County. Evidenced by the fact that our Scanner fleet continues to grow. Good maintenance and support of our scanner fleet is even more evident. It is in the County's best interest to keep maintenance contracts and/or extended warrants current for all of our high use/high availability scanner fleet.

SUMMARY

Quotes were requested from several vendors listed on the State Contract, only one returned a quote. We have done business with ImageSource for several years and have no issues with continuing this relationship. As a Washington State DES and NASPO Fujitsu Service Partner for maintenance and extended warranties on Fujitsu scanners, ImageSource, Olympia, WA responded with a quote of \$24,667.00 excluding Washington State Sales tax.

RECOMMENDATION

1ST Sign resolution.

2nd

FISCAL IMPACT

Minimal impact; included in 2015-16 budget.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF PURCHASING FUJITSU MAINTENANCE FROM IMAGESOURCE, INC. OLYMPIA, WA. FOR COUNTY DOCUMENT SCANNERS.

WHEREAS, document scanning has become an integral part of many county processes; and

WHEREAS, per Resolution 2012-677 of Benton County's Procurement, Leasing, and Contract Policy, Section 2.2.2 states that purchasing or leases between \$5,000 and \$24,999 shall secure written quotes from at least three (3) different vendors on the vendor list, unless; and

WHEREAS, five (5) vendors on the Benton County Vendor List were asked to provide quotes for maintenance of Fujitsu scanners used by county departments; and

WHEREAS, ImageSource, Inc. responded with the lowest quote for all scanners and level of support preferred in the request as indicated in the following table (excluding Washington State Sales Tax):

VENDOR	AD	QUOTE
PCM-G	Chantilly, VA 20151	No Response
ImageSource	Olympia WA 98501	\$24,667.00
GHA Technologies	Phoenix, AZ 85038	No Response
Southern Computer Warehouse	Marietta, GA 30067	No Quote Submit
TechDepot		No Response

WHEREAS, Information Technology has reviewed the quote for completeness and recommends purchasing Fujitsu Maintenance from ImageSource, Inc. as the most advantageous to the county with price and other factors considered; NOW, THEREFORE,

BE IT RESOLVED, that the Board of Benton County Commissioners, Benton County Washington authorizes Information Technology to purchase one year (October 2015 – September, 2016) Fujitsu scanner maintenance from ImageSource, Inc. for an amount not to exceed \$24,667.00 excluding Washington State Sales Tax.

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

of Benton County, Washington.

Original: Information
Technology
Copies: Auditor

T Holmes



QUOTATION

Quote Number: 160924rk5057

Quote Date: Oct 3, 2016

Page: 1

612 Fifth Avenue SW
Olympia, WA 98501

Voice: 360-943-9273

Fax: 360-943-4449

Quoted To:
BENTON COUNTY INFORMATION TECHNOLOGY 620 MARKET STREET PO BOX 608 PROSSER, WA 99350

Ship To:
BENTON COUNTY CENTRAL SERVICES 620 MARKET STREET PO BOX 608 PROSSER, WA 99350

Customer ID	Good Thru	Payment Terms	Sales Rep
5057	11/2/16	Net 30 Days	2042

Quantity	Item	Description	Unit Price	Amount
1.00	FUJITSU SCANNER MS	S5750C-BAPWNBD-1 FI-5750C SN: 105305 Basic post warranty	1,195.00	1,195.00
2.00	FUJITSU SCANNER MS	S6130-AEPWNBD-1 fi-6130 sn: 248851,248877 Advanced Exchange Plus	99.00	198.00
8.00	FUJITSU SCANNER MS	S6130Z-AEPWNBD-1 fi-6130Z sn:668514, 729840,730034,730039,730030,730046, 729841,730133 Advanced Exchange Plus	99.00	792.00
1.00	FUJITSU SCANNER MS	S6240-AEPWNBD-1 fi-6240 sn: 9306 Advanced Exchange Plus	99.00	99.00
5.00	FUJITSU SCANNER MS	S6240Z-AEPWNBD-1 fi-6240Z sn: 600079, 6000126, 601291, 6011238, 600609 Advanced Exchange Plus	99.00	495.00
9.00	FUJITSU SCANNER MS	S6770-SCPWNBD-1 fi-6770 sn:501511, 501352,501427,500983,502132, AAFDA03324,AAFDA03221, AAFDA01634, AAFDA01629	1,695.00	15,255.00
15.00	FUJITSU SCANNER MS	S7160-AEPWNBD-1 Advanced exchange for fujitsu fi-7160 sn: A36D187095,A36D187250,A36D187028 A36D215708,A36D215740,A36DC81459,A3 6DC81461,A36DC81544,A36DC81621,A36 DC84047,A36DC41385,A36DC43994, A36DC83256,A36DE00261,A36DE00178	99.00	1,485.00
5.00	FUJITSU SCANNER MS	S7260-AEPWNBD-1 Advanced exchange for fujitsu fi-7260 sn: A3RD004858,A3RD002259,A3RD003024,A	99.00	495.00

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued



Invoices paid by credit card are subject to a 3% fee if not paid at point of sale. Past due invoices are subject to a 3% late fees.

Applicable State and Local Taxes are subject to change dependent on shipping location



QUOTATION

Quote Number: 160924rk5057

Quote Date: Oct 3, 2016

Page: 2

612 Fifth Avenue SW
Olympia, WA 98501

Voice: 360-943-9273

Fax: 360-943-4449

Quoted To:
BENTON COUNTY INFORMATION TECHNOLOGY 620 MARKET STREET PO BOX 608 PROSSER, WA 99350

Ship To:
BENTON COUNTY CENTRAL SERVICES 620 MARKET STREET PO BOX 608 PROSSER, WA 99350

Customer ID	Good Thru	Payment Terms	Sales Rep
5057	11/2/16	Net 30 Days	2042

Quantity	Item	Description	Unit Price	Amount
3.00	FUJITSU SCANNER MS	3RDC00239,A3RDC03972 S7280-AEPWNBD-1 Advanced exchange for fujitsu fi-7280	99.00	297.00
13.00	FUJITSU SCANNER MS	sn:A2JD000260,A2JD000863, A2JD001838 Fi 5110 ADVANCED UNIT REPLACEMENT, SN: 129252,127601,509752,511355,511360, 511358,516805,517328,517330,306075,524 440,525362,525357	99.00	1,287.00
1.00	FUJITSU SCANNER MS	Fi-5220C ADVANCED UNIT REPLACEMENT SN: 5621	99.00	99.00
30.00	FUJITSU SCANNER MS	FI - 6110 ADVANCED UNIT REPLACEMENT, SN: 1864,5906,11870,501188,507549,506986,5 08149,508186,508667,517310,517266,ACR HA13474,ACRHA12051,ACRHA12044,ACR HA12302,ACRHA20199, ACRHA21645,ACRHC01635,ACRHC01624, ACRHC01632,ACRHC01644,ACRHC06773 ,ACRHC19445, ACRHA21597,515204, 29725,29696,29778,29736,ACRHC00800	99.00	2,970.00

Subtotal	24,667.00
Sales Tax	2,121.36
TOTAL	26,788.36



Invoices paid by credit card are subject to a 3% fee if not paid at point of sale. Past due invoices are subject to a 3% late fees.

Applicable State and Local Taxes are subject to change dependent on shipping location

e. Contract w/Fikes Northwest Corp. for Odor Control Services

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	CONSENT AGENDA <u>xx</u>
MEETING DATE: FC 10/5/16 BC 10/18/16	Executive Contract <u>xx</u>	PUBLIC HEARING
SUBJECT: Personal Service Contract with Fikes Northwest Corp.	Pass Resolution <u>xx</u>	1ST DISCUSSION
Prepared By: Maria Loera	Pass Ordinance	2ND DISCUSSION
Reviewed By: Darryl Banks	Pass Motion	OTHER
	Other	

BACKGROUND INFORMATION

The Benton-Franklin Counties Juvenile Justice Center would like to enter into a Personal Services Contract with Fikes Northwest Corp. for Odor Control Services.

SUMMARY

The attached Personal Services Contract commences upon execution by the Counties and shall continue in effect from year to year until terminated.

COORDINATION

Coordination of the Contract occurred as follows: Maria Loera, Senior Administrative Secretary who compiled the contract; Stephen Hallstrom, Benton County Deputy Prosecuting Attorney; Richard Peterson, President of Fikes Northwest Corp.; and Darryl Banks, Administrator for the Benton-Franklin Counties Juvenile Justice Center.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Personal Services Contract between Fikes Northwest Corp. and Benton-Franklin Counties Juvenile Justice Center for services.

FISCAL IMPACT

Amount not to exceed \$660.00 to be paid out of Operations Dept. 171. No Supplemental required.

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign the Personal Services Contract with Fikes Northwest Corp.

HANDLING/ROUTING

Following signature from Franklin County, route to Benton County for signature. Following signature from Benton County three originals are to be returned to Maria Loera to disperse.

I certify the above information is accurate and complete.

Maria Loera

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON

RE: IN THE MATTER OF APPROVING THE PERSONAL SERVICES CONTRACT BETWEEN BENTON FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND FIKES NORTHWEST CORP.

WHEREAS, Benton-Franklin Counties Juvenile Justice Center utilizes Fikes Northwest Corp. for Odor Control Services; and

WHEREAS, Darryl Banks, Administrator of the Juvenile Court, believes it is in the best interest of the Benton Franklin Counties Juvenile Justice Center that the Contract between Fikes Northwest Corp., and Benton-Franklin Counties Juvenile Justice Center be approved as presented; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington and by the Board of Franklin County Commissioners, Franklin County, Washington, that the boards hereby concur with the Administrator's recommendation and approves the Contract between the Juvenile Justice Center and Fikes Northwest Corp.; and

BE IT FURTHER RESOLVED, that the chairman is authorized to sign this resolution approving the attached Contract; and

BE IT FURTHER RESOLVED, the Contract is effective upon execution by the Counties and shall continue in effect from year to year thereafter until terminated.

DATED this _____ day of _____ 2016
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this _____ day of _____ 2016
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Clerk of the Board

**BENTON and FRANKLIN COUNTIES
PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision with its principal offices at 1016 N. 4th Avenue, Pasco, WA 99301 by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place, Ste. 106, Kennewick, WA 99336 (hereinafter "COUNTIES"), and **Viking Logic, Inc. dba Fikes Northwest Corp.**, with its principal offices at 13401 E. Trent Ave., Spokane Valley, WA 99216, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents

a. **Terms and Conditions**

2. DURATION OF CONTRACT

The term of this Contract shall begin immediately upon execution of the COUNTIES, and shall expire a year from the date of execution and will remain on an automatic yearly renewable basis. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. A total of 6 (six) air fresheners will be serviced at a minimum of every four (4) weeks. Air fresheners are included in every restroom fixture, reception area and lobby area receiving fixture sanitation services.
- 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 COUNTIES.
- 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 COUNTIES 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 COUNTIES.

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:
Fikes Northwest, Corp.
13401 E. Trent Ave.
Spokane Valley, WA 99216
- b. For COUNTIES:
Darryl Banks, Administrator
Benton-Franklin Counties Juvenile Justice Center
5606 W. Canal Place, Suite 106
Kennewick, WA 99336

5. COMPENSATION

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

- a. The maximum total amount payable by the COUNTIES to the CONTRACTOR under this Contract shall not exceed \$660.00 including Washington State Sales Tax (W.S.S.T.).
- b. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- c. The CONTRACTOR may, submit invoices to the COUNTIES not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTIES during the billing period. The COUNTIES shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.

- d. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTIES.
- e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTIES, the COUNTIES may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- f. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

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

7. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTIES, 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, which are caused in whole or in part by any act or omission, negligent or otherwise, of CONTRACTOR or its subcontractors, which arise in connection with the work performed under this Contract, or are 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 Counties.

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 COUNTIES, its officers, officials, employees or agents.

- b. In any and all claims against the COUNTIES, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section [7] shall survive termination and expiration of this Contract.
- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

8. 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 Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTIES for recovery of damages to the extent they are covered by workers

compensation and employers liability.

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

- 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 COUNTIES, its elected and appointed officials, employees and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR'S commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTIES.

The CONTRACTOR 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 [7]. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to

each insured against whom claims are made or suit is brought.

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

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

c. **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 which 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 COUNTIES, 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 COUNTIES 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 COUNTIES as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTIES, 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 COUNTIES shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract, shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to CONTRACTOR under this 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 a 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 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, Auto Liability and Workmen's Compensation, shall specifically include the COUNTIES, 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 written prior notice to the COUNTIES. Any insurance or self-insurance maintained by the COUNTIES, 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, are to be provided to the Counties' Contract Representative referenced in Section 4.b.
3. All written notices under this Section [8] and notice of cancellation or change of required insurance coverages shall be mailed to the Counties' Contract Representative referenced in Section 4. b.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336

9. TERMINATION

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

reduced or limited in any way after the effective date of this Contract, the COUNTIES may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the COUNTIES to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

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

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTIES.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. 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 COUNTIES. 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 COUNTIES benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTIES employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTIES.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTIES contract representative or designee.

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

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

subject to CONTRACTOR'S right to seek judicial relief.

19. CONFIDENTIALITY

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

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

20. CHOICE OF LAW, JURISDICTION AND VENUE

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

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

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

23. ENTIRE AGREEMENT

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

24. NOTICES

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

25. SURVIVABILITY

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

26. LITIGATION HOLD NOTICE

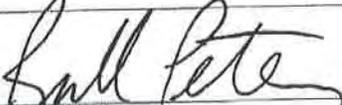
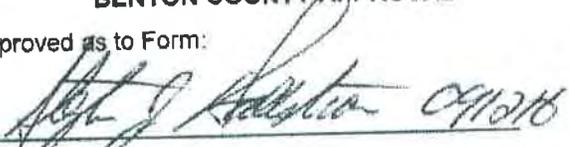
In the event the COUNTIES learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section [14] of this agreement may be of evidentiary value, the COUNTIES may issue written notice to CONTRACTOR of such circumstances 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 COUNTIES is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Section [14].

27. PUBLIC RECORDS ACT

CONTRACTOR hereby acknowledges that the COUNTIES 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 COUNTIES may be required by virtue of that Act to disclose any records actually in its possession or deemed by judicial determination to be in its possession, which may include records provided to the COUNTIES by CONTRACTOR that CONTRACTOR might regard as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTIES 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 COUNTIES release of records covered under the Public Records Act. The COUNTIES agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

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

Fikes Northwest Corp.	Benton Franklin Counties Juvenile Justice Center
 <div style="display: flex; justify-content: space-between;"> Richard Peterson 9/20/16 </div> <div style="display: flex; justify-content: space-between;"> President Date </div>	 <div style="display: flex; justify-content: space-between;"> Darryl Banks 9-20-16 </div> <div style="display: flex; justify-content: space-between;"> Juvenile Court Administrator Date </div>
<p style="text-align: center;">BENTON COUNTY APPROVAL</p> <p>Approved as to Form:</p>  <div style="display: flex; justify-content: space-between;"> Stephen Hallstrom, Deputy Prosecuting Attorney Date </div> <p>By: _____</p> <p>Name: _____</p> <p>Title: <u>Chairman, Board of Commissioners</u></p> <p>Date: _____</p> <p>Attest: _____</p> <p>Clerk of the Board: _____</p>	<p style="text-align: center;">FRANKLIN COUNTY APPROVAL</p> <p>Approved as to Form:</p> <hr/> <div style="display: flex; justify-content: space-between;"> Civil Deputy Prosecuting Attorney Date </div> <p>By: _____</p> <p>Name: _____</p> <p>Title: <u>Chairman, Board of Commissioners</u></p> <p>Date: _____</p> <p>Attest: _____</p> <p>Clerk of the Board: _____</p>

JOINT RESOLUTION

BENTON COUNTY RESOLUTION _____

FRANKLIN COUNTY RESOLUTION 2016 388

BEFORE THE BOARDS OF COUNTY COMMISSIONERS OF BENTON FRANKLIN COUNTIES, WASHINGTON

MEMORANDUM OF AGREEMENT CRISIS RESPONSE UNIT REDUCTION IN FORCE

WHEREAS, negotiators for Benton and Franklin Counties have negotiated and reached an agreement with the Washington State Council of County and City Employees, AFSCME, AFL-CIO, Local 3962, affiliated with Council 2, for the effects/impacts decision to outsource crisis response services; and

WHEREAS, the Boards of Benton and Franklin County Commissioners deem the attached Memorandum of Agreement to be in the best interests of Benton and Franklin Counties.

NOW, THEREFORE IT IS HEREBY RESOLVED the Boards of Benton and Franklin County Commissioners hereby approve the attached Crisis Response Unit Reduction in Force Memorandum of Agreement as negotiated, and are authorized to sign the same.

BOARD OF BENTON COUNTY COMMISSIONERS

BOARD OF FRANKLIN COUNTY COMMISSIONERS



Chair



Chair

Chair Pro-Tem



Chair Pro-Tem

Member

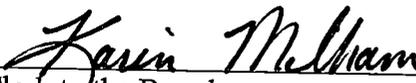


Member

Attest:

Attest:

Clerk to the Board



Clerk to the Board

Date: _____

Date: 10-5-2016

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (MOA) is made and entered into by and between Benton and Franklin Counties, for the Benton-Franklin Counties Department of Human Services (Department), a bi-county agency (hereinafter collectively "COUNTIES"), and the Washington State Council of County and City Employees, AFSCME, AFL-CIO Local 3962, affiliated with Council 2 (hereinafter "UNION"), representing employees in the Department's Crisis Response Unit (CRU).

WHEREAS, due to operational needs, the COUNTIES found and determined a Department layoff was reasonable and necessary for the business needs of the COUNTIES, electing to implement a reduction in force for the Department's CRU, to effectuate a reorganization of Department operations; and

WHEREAS, the COUNTIES determined a reorganization and outsourcing of the provision of crisis services due to increasing legal exposure was reasonable and necessary; and

WHEREAS, with the necessary reorganization of Department operations, the COUNTIES found and determined a layoff is necessary for affected classifications in the CRU of the Department; and

WHEREAS, the COUNTIES and the UNION negotiated effects/impacts of the COUNTIES' decision to lay-off employees in the affected classifications designated for layoff.

NOW, THEREFORE, based on the above recitals, the parties have mutually agreed to the following:

1. **EFFECTS/IMPACTS PAYMENT**: As the result of negotiating the impacts/impacts of the COUNTIES' decision to lay-off employees in the designated classifications, employees employed by the COUNTIES in the Department's CRU until the COUNTIES' agreement with a suitable contractor to perform crisis services takes lawful effect (last day of operations for delivery of crisis services by the Department's CRU), will receive an additional one-time payment equivalent to three (3) months base monthly salary, less any and all required/mandatory payroll deductions.
2. **MEDICAL INSURANCE RESOLUTION**: COUNTIES will pay the medical insurance premiums for eligible employees pursuant to the MOA with Group Health medical insurance coverage to COBRA a month of coverage, consistent with eligible employees with UEBT medical insurance receive coverage pursuant to the controlling collective bargaining agreement, or the terms and conditions of this MOA, if differing from the collective bargaining agreement. This may be a taxable event for eligible employees, who are solely responsible for any and all taxes on this amount.

3. **BENEFIT OF BARGAINING ELIGIBILITY:** To be eligible for any benefits of this layoff effects/impacts bargaining MOA, employees must be employed by CRU until Employer's agreement with a suitable contractor to perform crisis services takes lawful effect (last day of operations for delivery of crisis services by the Department's CRU). Employees who are no longer employed by the COUNTIES in the Department's CRU until Employer's agreement with a suitable contractor to perform crisis services takes lawful effect (last day of operations for delivery of crisis services by the Department's CRU), are *not* entitled to any of the benefits enumerated herein.

4. **PAYROLL TAXES:** Payment provided to eligible employees due to impacts/effects bargaining pursuant to the provisions of this MOA, will not be compensation for work/services performed, and may be a taxable event for employees, who are solely responsible for any and all taxes, deductions, contributions, etc., on this amount.

5. **FULL AND COMPLETE RESOLUTION:** The terms and conditions of this MOA constitute full and complete settlement and resolution of any and all of the COUNTIES' duties, responsibilities, obligations and/or requirements, to bargain the effects/impacts of the subject layoff implemented pursuant to the express provisions of the 2013-2016 collective bargaining agreement (CBA) between the parties, and any and all applicable authority, including the CBA.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto indicate their agreement to the above terms and conditions of this MOA and have caused it to be signed by their duly constituted and legal representatives as follows:

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AFL-CIO

BENTON-FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES

Kevin Dougherty
Kevin Dougherty, Representative

Kyle Sullivan
Kyle Sullivan, Administrator

Date: 9-27-16

Date: 9/29/16

BOARD OF BENTON COUNTY COMMISSIONERS

BOARD OF FRANKLIN COUNTY COMMISSIONERS

Chair

[Signature]
Chair

Date: _____

Date: 10-5-2016

Member

[Signature]
Member

Member

[Signature]
Member

Attest:

Attest:

Clerk to the Board

[Signature]
Clerk to the Board

Approved as to form:

[Signature]
Stephen J. Hallstrom
Deputy Prosecuting Attorney

[Signature]
Keith Johnson
Franklin County Administrator

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

IN THE MATTER OF APPROVING A ROAD DEPARTMENT SAFETY DAY TO BE HELD OCTOBER 27, 2016

WHEREAS, it is the desire of the Benton County Board of County Commissioners to encourage safe workplace practices through ongoing safety training; and

WHEREAS, the County Engineer has determined that it is more cost effective to host training onsite than to pay for travel of multiple employees to an offsite location; and

WHEREAS, the County Engineer has determined holding a Road Department Safety Day including presentations over the lunch hour will allow for safety training of all public works employees; **NOW THEREFORE**

BE IT RESOLVED, that the Benton County Board of County Commissioners concurs with the County Engineer's recommendation and approves the planning and implementation of a Road Department Safety Day on October 27, 2016; and

BE IT FURTHER RESOLVED, the total amount to be spent on this Road Department Safety Day to provide lunch shall not exceed \$775.00.

Dated this 18th day of October, 2016

Chairman

Chairman Pro-Tem

Member

Attest: _____

Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AWARDING A CONTRACT TO GRANITE CONSTRUCTION COMPANY PASCO, WASHINGTON FOR C.E. 1993 SMP – MEALS ROAD ASPHALT REPAIR PROJECT

WHEREAS, per Resolution 2012-677, the Board of Benton County Commissioners approved a County-Wide Procurement, Leasing and Contracting Policy; and

WHEREAS, per Section 3.4.2, for contracts less between \$40,000 and \$300,000, County departments are able to solicit bids from contractors from the small works roster and award to the lowest responsible bidder. Such award is to be approved by the Board of Benton County Commissioners by resolution; and

WHEREAS, quotes for C.E. 1993 SMP – Meals Road Asphalt Repair project were solicited from contractors on the Small Public Works Roster; and

WHEREAS, the following three quotes, were received from contractors:

Granite Construction Company, Pasco, WA (GRANICC916DL)	\$ 116,684.70
Central Washington Asphalt, Inc., Moses Lake, WA (CENTRWA181PG)	\$ 122,091.00
Apex Contracting & Paving, Kennewick, WA (APEXC**033MH)	\$ 144,972.36

WHEREAS, the County Engineer reviewed the quotes for completeness and recommends awarding said services to Granite Construction Company, Pasco, WA as the lowest bidder; **NOW, THEREFORE**,

BE IT RESOLVED the Board of Benton County Commissioners hereby awards the contract for C.E. 1993 SMP – Meals Road Asphalt Repair to Granite Construction Company, Pasco, WA in the amount of \$116,684.70; and

BE IT FURTHER RESOLVED the Board of Benton County Commissioners direct staff to prepare a contract for CE 1993 SMP – Meals Road Asphalt Repair with Granite Construction Company to be brought back to the Board for approval at a later date.

Dated this 18th day of October 2016.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

PROJECT: CE 1993 CRP - MEALS ROAD ROOT REMOVAL				GRANITE CONSTRUCTION COMPANY		CENTRAL WASHINGTON ASPHALT, INC.		APEX CONTRACTING & PAVING		ENGINEER'S ESTIMATE	
DATE: September 16, 2016				7131 NORTH RAILROAD AVE. PASCO, WA 99301		P. O. BOX 939 MOSES LAKE, WA 98837		1006 W. BRUNEAU PL., STE. B KENNEWICK, WA 99336			
ITEM NO	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	MOBILIZATION	Lump Sum	L.S.	Lump Sum	17,260.00	Lump Sum	12,000.00	Lump Sum	4,050.00	Lump Sum	3,000.00
2	ROADWAY EXCAVATION INCL. HAUL	626.00	C.Y.	58.00	36,308.00	53.00	33,178.00	90.11	56,408.86	20.00	12,520.00
3	CRUSHED SURFACING BASE COURSE	750.00	TON	28.00	21,000.00	23.00	17,250.00	44.75	33,562.50	20.00	15,000.00
4	CRUSHED SURFACING TOP COURSE	300.00	TON	33.00	9,900.00	33.00	9,900.00	44.75	13,425.00	25.00	7,500.00
5	HMA CLASS 1/2 INCH PG 70-28	205.00	TON	95.00	19,475.00	110.00	22,550.00	105.80	21,689.00	100.00	20,500.00
6	PAINT LINE	2,426.00	L.F.	0.45	1,091.70	0.50	1,213.00	2.00	4,852.00	0.50	1,213.00
7	PROJECT TEMPORARY TRAFFIC CONTROL	Lump Sum	L.S.	Lump Sum	10,000.00	10,000.00	20,000.00	Lump Sum	4,890.00	Lump Sum	5,000.00
8	TRIMMING AND CLEANUP	Lump Sum	L.S.	Lump Sum	1,500.00	Lump Sum	5,000.00	Lump Sum	4,370.00	Lump Sum	1,000.00
9	SPCC PLAN	Lump Sum	L.S.	Lump Sum	150.00	Lump Sum	1,000.00	Lump Sum	1,725.00	Lump Sum	250.00
TOTAL				\$	116,684.70	\$	122,091.00	\$	144,972.36	\$	65,983.00

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.

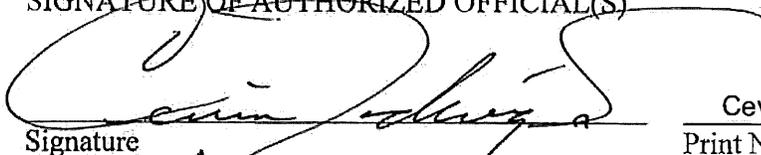
DATED this 16th day of September, 2016.

FIRM NAME: Granite Construction Company

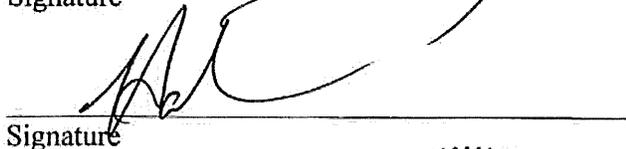
ADDRESS: 7131 North Railroad Avenue
Pasco, Washington 99301

TELEPHONE: 509.547.9511 EMAIL: james.gartside@gcinc.com

SIGNATURE OF AUTHORIZED OFFICIAL(S)


Signature

Cevin Ladwig, Sr. - Eastern Washington Area Manager
Print Name and Title


Signature

Jason Halverson - Senior Estimator
Print Name and Title



PROPOSAL

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	1	L.S.	MOBILIZATION	17,260.	<u>00</u>	17,260.	<u>00</u>
2	626	C.Y.	ROADWAY EXCAVATION INCL. HAUL	58	<u>00</u>	36,308	<u>00</u>
3	750	TON	CRUSHED SURFACING BASE COURSE	28	<u>00</u>	21,000	<u>00</u>
4	300	TON	CRUSHED SURFACING TOP COURSE	33	<u>00</u>	9,900	<u>00</u>
5	205	TON	HMA CLASS 1/2 INCH PG70-28	95	<u>00</u>	19,475	<u>00</u>
6	2,426	L.F.	PAINT LINE	0	<u>45</u>	1,091	<u>70</u>
7	1	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL	10,000	<u>00</u>	10,000	<u>00</u>
8	1	L.S.	TRIMMING AND CLEANUP	1,500	<u>00</u>	1,500	<u>00</u>
9	1	L.S.	SPCC PLAN	150	<u>00</u>	150	<u>00</u>
			TOTAL			116,684	<u>70</u>

PROPOSAL
(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.

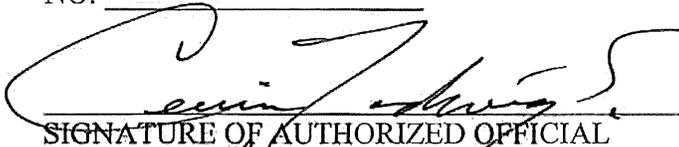
A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereby:

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

In the amount of 5% of the Bid.

Receipt is hereby acknowledged of Addendum No(s). 1 , _____, & _____.

CONTRACTOR'S REGISTRATION NO. GRANICC916DL FIRM NAME Granite Construction Company


SIGNATURE OF AUTHORIZED OFFICIAL

Cevin Ladwig, Sr. - Eastern Washington Area Manager
(PRINT NAME AND TITLE)


SIGNATURE OF AUTHORIZED OFFICIAL

Jason Halverson - Senior Estimator
(PRINT NAME AND TITLE)

PROPOSAL MUST BE SIGNED

DATED this 18th day of September , 20 16 .

ADDRESS OF BIDDER: 7131 North Railroad Avenue, Pasco, WA. 99301

PRINCIPAL PLACE OF BUSINESS: 585 West Beach Street, Watsonville, CA. 95076

TELEPHONE NO.: (509) 547.9511 FAX NO.: (509) 547.9867

- 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.

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.

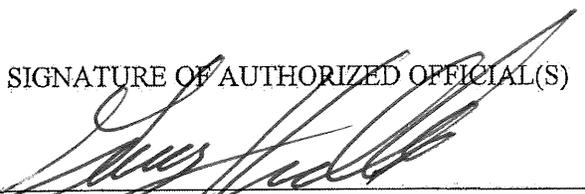
DATED this 16th day of September, 2016.

FIRM NAME: Central Washington Asphalt, Inc.

ADDRESS: P.O. Box 939
Moses Lake, WA 98837

TELEPHONE: (509) 765-5757 EMAIL: tracy@cwainc.us

SIGNATURE OF AUTHORIZED OFFICIAL(S)


Signature

Garry Kneeder, Project Manager/Estimator
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	1	L.S.	MOBILIZATION	12,000	00	12,000	00
2	626	C.Y.	ROADWAY EXCAVATION INCL. HAUL	53	00	33,178	00
3	750	TON	CRUSHED SURFACING BASE COURSE	23	00	17,250	00
4	300	TON	CRUSHED SURFACING TOP COURSE	33	00	9,900	00
5	205	TON	HMA CLASS ½ INCH PG70-28	110	00	22,550	00
6	2,426	L.F.	PAINT LINE	0	50	1,213	00
7	1	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL	20,000	00	20,000	00
8	1	L.S.	TRIMMING AND CLEANUP	5,000	00	5,000	00
9	1	L.S.	SPCC PLAN	1,000	00	1,000	00
			TOTAL			\$122,091	00

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.
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DATED this 16th day of SEPTEMBER, 2016.

FIRM NAME: APEX CONTRACTING & PAVING

ADDRESS: 1006 W. BRUNEAU PL, STE B
KENNEWICK, WA 99336

TELEPHONE: 509-583-4151 EMAIL: INFO@APEXCNP.COM

SIGNATURE OF AUTHORIZED OFFICIAL(S)

Signature Jim Claman

JIM CLAMSON, PARTNER
Print Name and Title

Signature

Print Name and Title

Apey

PROPOSAL

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	1	L.S.	MOBILIZATION	\$4,050	00	\$4,050	00
2	626	C.Y.	ROADWAY EXCAVATION INCL. HAUL	\$90	11	\$56,408	86
3	750	TON	CRUSHED SURFACING BASE COURSE	\$44	75	\$33,562	50
4	300	TON	CRUSHED SURFACING TOP COURSE	\$44	75	\$13,425	00
5	205	TON	HMA CLASS 1/2 INCH PG70-28	\$105	80	\$21,689	00
6	2,426	L.F.	PAINT LINE	\$2	00	\$4,852	00
7	1	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL	\$4,890	00	\$4,890	00
8	1	L.S.	TRIMMING AND CLEANUP	\$4,370	00	\$4,370	00
9	1	L.S.	SPCC PLAN	\$1,725	00	\$1,725	00
			TOTAL			\$144,912	36

PROPOSAL
(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 58

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) 1, _____, & _____.

CONTRACTOR'S REGISTRATION FIRM NAME APEX CONTRACTING
NO. APEXC#K033MH & PAVING

Jim Clawson
SIGNATURE OF AUTHORIZED OFFICIAL

JIM CLAWSON, PARTNER
(PRINT NAME AND TITLE)

SIGNATURE OF AUTHORIZED OFFICIAL

(PRINT NAME AND TITLE)

PROPOSAL MUST BE SIGNED

DATED this 16th day of SEPTEMBER, 2016.

ADDRESS OF BIDDER: 1006 W. BRUNEAU PL., STE B

PRINCIPAL PLACE OF BUSINESS: KENNEWICK, WA 99336

TELEPHONE NO.: (509) 585-4151

FAX NO.: (509) 585-4167

- 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.

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1-800-424-9071

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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.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT BETWEEN BENTON COUNTY AND THE CITY OF YAKIMA

WHEREAS, pursuant to RCW 39.34, local government units are permitted to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Benton County desires to arrange for making cooperative purchases of certain goods and services with the City of Yakima; and the Board of Benton County Commissioners deems it to be in the best interests of the County that such an arrangement be carried out according to the provisions, terms and conditions of the attached agreement and that it is in the best interests of the County that the attached agreement be executed; **NOW, THEREFORE**,

BE IT RESOVLED the Benton County Board of Commissioners hereby approves the attached Intergovernmental Cooperative Purchasing Agreement between Benton County and the City of Yakima and the Chairman of the Board of County Commissioners is hereby authorized and directed to execute said agreement, a copy of which is attached.

Dated this 18th day of October, 2016.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

INTERGOVERNMENTAL COOPERATIVE PURCHASING

AGREEMENT

Pursuant to Chapter 39.34 RCW and to other applicable laws, the CITY OF YAKIMA and, BENTON COUNTY, hereby agree to cooperative governmental purchasing upon the following terms and conditions.

(1) This Agreement pertains to bids and contracts for supplies, material, equipment or services that may be required from time to time by the City of Yakima and Benton County.

(2) Each of the parties from time to time goes out to public bid and contracts to purchase supplies, material, equipment, and services. Each of the parties hereby agrees that it may, at its sole discretion, extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider.

(3) Each of the parties shall comply with all applicable laws and regulations governing its own purchases.

(4) Each of the parties shall contract directly with the bidder, contractor, vendor, supplier, or service provider, and pay directly in accordance with its own payment procedures for its own purchases. Each party shall indemnify and hold the other party harmless as to any claim arising out of its participation in this Agreement.

(5) Any purchase made pursuant to this Agreement is not a purchase from either of the parties. This Agreement shall create no obligation to either of the parties to purchase any particular good or service, nor create for either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.

(6) Nondiscrimination. Both parties agree that they shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, pregnancy, veteran status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation.

(7) No separate legal or administrative entity is intended to be created pursuant to this Agreement. No obligation, except as stated herein, shall be created between the parties or between the parties and any applicable bidder or contractor.

(8) The Purchasing Manager of the City of Yakima and the County Engineer of Benton County, shall be representatives of the entities for carrying out the terms of this Agreement.

(9) This Agreement shall continue in force until canceled by either party, which cancellation may be effected upon receipt by one of the parties of the written notice of cancellation of the other party.

(10) Pursuant to RCW 39.34.040 regarding methods of filing agreements pursuant to the Interlocal Cooperation Act, a copy of this Agreement shall be filed with the Yakima City

Clerk, or, alternatively, listed by subject on the public agency's website or other electronically retrievable public source.

APPROVED this _____ day of _____, 2016

APPROVED this _____ day of _____, 2016

CITY OF YAKIMA

BENTON COUNTY

By: _____
Cliff Moore, City Manager

By: _____
Shon Small, Chairman, Board of County Commissioners

Subscribed and sworn to me this _____ day of _____, 2016

Subscribed and sworn to me this _____ day of _____, 2016

Notary Public in and for the State of Washington, residing at _____.
My commission expires _____.

Notary Public in and for the State of Washington, residing at _____.
My commission expires _____.

ATTEST:

ATTEST:

Sonya Claar Tee, City Clerk

Cami McKenzie, Clerk of the Board

Approved as to form:



Reid Hay
Deputy Prosecuting Attorney

Oct. 6, 2016

Date

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	10/18/2016	Execute Contract	_____	Consent Agenda	<u> X </u>
Subject:	<u>USACOE</u>	Pass Resolution	<u> X </u>	Public Hearing	_____
	<u>Easement</u>	Pass Ordinance	_____	1st Discussion	_____
	<u>Extension</u>	Pass Motion	_____	2nd Discussion	_____
Prepared by:	<u>MSR</u>	Other	<u> X </u>	Other	_____
Reviewed by:					

BACKGROUND INFORMATION

In 2001 Benton County obtained an easement for Canoe Ridge Road providing a connection for the private road serving the winery to State Route 14. The connection was needed as the state would not grant private access to said route for the land owner. This connection also crossed property owned by the United States Army Corps of Engineers (USACOE).

In 2013 Benton County requested an amendment to said easement, extending it 35 feet to the northern boundary of the USACOE property. The original easement ended in the middle of said property and did not provide sufficient rights to completely cross the USACOE controlled land. As part of the extension request the County offered to pave the portion of Canoe Ridge Road up to the USACOE boundary.

On September 26, 2016 the County received notice that the request for extension was granted conditioned on completing the aforementioned paving.

SUMMARY

The County requested an amendment to an easement through USACOE property. Said amendment has been approved and the documents are provided for signature by the Chairman of the Board.

RECOMMENDATION

Staff recommends the Board accept the easement extension and execute the appropriate documents.

FISCAL IMPACT

The County paid an administrative fee of \$10,000 in 2013 to process the extension request. Additional funds will be required to pave the portion of the easement that is being extended. The estimated cost for this work is \$30,000. These funds are available in the County Road Fund. The work will not be able to be completed until spring of 2017 due to weather.

MOTION

I move to approve a resolution accepting amendment 1 to Easement No. DACW57-2-01-0023 as prepared by the United States Corps of Engineers and authorize the chairman to sign the amendment on behalf of the Board.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS: APPROVING AMENDMENT 1 TO EASEMENT NO. DACW57-2-01-0023 WITH THE UNITED STATES ARMY CORPS OF ENGINEERS

WHEREAS, Benton County obtained an easement from the United States Army Corps of Engineers (USACOE) in 2001 to cross land owned by them; and

WHEREAS, in 2013 Benton County requested that said easement be amended to correct an error in the original easement which resulted in the access rights not completely crossing USACOE property; and

WHEREAS, USACOE has approved the amendment request and prepared a revised legal description and agreement documents reflecting said changes; and

WHEREAS, the County Engineer recommends that the Board of County Commissions approve the amendment prepared by USACOE and accept the additional easement granted by them; **NOW, THEREFORE**,

BE IT RESOLVED, that the Board of County Commissioners approves of the amendment to Easement No. DACW57-2-01-0023 as prepared by the United States Army Corps of Engineers and further authorizes the Chairman to sign the amendment forms on behalf of the Board of County Commissioners.

Dated this 11th day of October, 2016

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

SUPPLEMENTAL AGREEMENT NO. 1
DEPARTMENT OF THE ARMY EASEMENT NO. DACW57-2-01-0023
LOCATED ON
JOHN DAY LOCK AND DAM PROJECT
BENTON COUNTY, WASHINGTON

THIS SUPPLEMENTAL AGREEMENT made and entered into by and between **THE UNITED STATES OF AMERICA**, hereinafter called the Government and **BENTON COUNTY, THROUGH ITS DEPARTMENT OF PUBLIC WORKS**, hereinafter called the Grantee

WITNESSETH THAT:

WHEREAS, Easement No. DACW57-2-01-0023, hereinafter called the original easement was granted to Benton County, Washington, in perpetuity, for the construction, operation, and maintenance of a public road beginning June 19, 2001, and recorded in the Benton County Records as Recording No. 2001-019113; and

WHEREAS, the Grantee has requested to amend the original easement to expand the acreage by 0.070 acres, for a total of 0.35 acres, and to pave the road to conform to Washington State Department of Transportation requirements for commercial access; and

WHEREAS, the requested expansion of the easement will not conflict, interfere with, or adversely affect the operation of the John Day Lock and Dam Project for its authorized purposes and will not be against the public interest.

NOW, THEREFORE, in consideration of the mutual benefits inuring to both parties, the original easement is hereby amended in the following respects and no others:

1. Insert Exhibit "D", Benton County-Canoe Ridge, dated 20 July 2012, Attached hereto and made a part hereof.

IT IS FURTHER AGREED that this Supplemental Agreement shall become effective upon execution in behalf of the United States, and that the original easement shall in all other respects remain in full force and effect.

THIS SUPPLEMENTAL AGREEMENT to Easement No. DACW57-2-01-0023 is not subject to Title 10, U.S.C., Section 2662 as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this ____ day of _____, 2016.

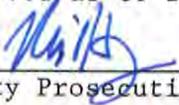
AMANDA J. DETHMAN
District Chief of Real Estate
Real Estate Contracting Officer

THIS SUPPLEMENTAL AGREEMENT is also executed by the Grantee this ____ day of _____, 2016.

BENTON COUNTY, WASHINGTON

Chairman of the Board of Commissioners,
Benton County, Washington

Approved as to form:



Deputy Prosecuting Attorney

Oct. 6, 2016
Date

ACKNOWLEDGMENT

STATE OF WASHINTON)
) :ss
COUNTY OF BENTON)

On this _____ day of _____, 2016, before me the undersigned Notary Public, personally appeared, _____, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

GIVEN under my hand and seal, this _____ day of _____, 2016.

NOTARY PUBLIC

(Seal)

My commission expires on the _____ day of _____, _____.

ACKNOWLEDGMENT

STATE OF OREGON)
):**ss**
COUNTY OF MULTNOMAH)

BEFORE ME, a Notary Public in and for the State of Oregon, County of Multnomah, personally appeared, **Amanda J. Dethman**, to me known to be the identical person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the said instrument by authority of the Secretary of the Army for the purposes therein expressed as the act and deed of the United States of America.

GIVEN under my hand and seal, this _____ day of _____, 2016.

NOTARY PUBLIC

(Seal)

My commission expires on the _____ day of _____, _____.

CERTIFICATE OF AUTHORITY

I _____ certify that I am the _____ of
(name) (title)
of **Benton County, Washington**, that **Shon Small** who signed the foregoing instrument
on behalf of the grantee was then Chairman, Benton County Board of Commissioners. I
further certify that the said officer was acting within the scope of powers delegated to
this governing body of the grantee in executing said instrument.

Benton, County, Washington

Date: _____

Clerk or Appropriate Official

EXCISE TAX NOT REQUIRED
BENTON COUNTY EXCISE TAX DIVISION
BY Mandy [Signature] DEPUTY

6-28-01

Benton Co. Engineer
PO BOX 1001
Prosser, WA 99350



2001-019113
Page: 1 of 21
06/28/2001 09 23A
Benton County

No. DACW57-2-01-0023

DEPARTMENT OF THE ARMY
EASEMENT FOR PUBLIC ROAD OR STREET
LOCATED ON
JOHN DAY LOCK AND DAM PROJECT
BENTON COUNTY, WASHINGTON

Legal Description: Ptn. Sec. 35, T. 5 N., R. 24 E., W.M.
Parcel No.: Ptn. 1-3554-100-0000-000

THE SECRETARY OF THE ARMY under and by virtue of the authority vested in the Secretary by Title 10, United States Code Section 2668, having found that the granting of this easement will not be against the public interest, hereby grants to **BENTON COUNTY, THROUGH ITS DEPARTMENT OF PUBLIC WORKS**, hereinafter referred to as the grantee, an easement for a road or street, hereinafter referred to as the facilities, over, across, in and upon the lands of the United States as identified in **Exhibit "A"**, attached hereto and made a part hereof, hereinafter referred to as the premises.

THIS EASEMENT is granted subject to the following conditions:

1. TERM

This easement is granted in perpetuity.

2. CONSIDERATION

The consideration of this easement shall be the construction, operation and maintenance of a public road for the benefit of the United States and the general public in accordance with the terms herein set forth.



3. NOTICES

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the grantee, to Benton County, Department of Public Works, Post Office Box 1001 - Courthouse, Prosser, Washington 99350-0954, and if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, Post Office Box 2946, Portland, Oregon 97208-2946, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include assignees, transferees and their duly authorized representatives.

5. SUPERVISION BY THE DISTRICT ENGINEER

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the District Engineer, Portland District, hereinafter referred to as said officer. Upon the completion of any of the above activities, the Grantee shall immediately restore the premises to the satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

6. APPLICABLE LAWS AND REGULATIONS

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

8. INSPECTION AND REPAIRS

The grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.



9. PROTECTION OF GOVERNMENT PROPERTY

The grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the grantee under this easement. And shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefore by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

10. RIGHT TO ENTER

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the grantee, to flood the premises and/or to make any other use of the lands as may be necessary in connection with government purposes, and the grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

11. RIGHT TO CONNECT

The United States reserves the right to make such connections between the road or street herein authorized and roads and streets on other government lands as said officer may from time consider necessary, and also reserves to itself rights-of-way for all purposes across, over or under the right-of-way hereby granted; provided that such rights shall be used in a manner that will not create unnecessary interference with the use and enjoyment by the grantee of the right-of-way herein granted.

12. OTHER AGENCY AGREEMENTS

It is understood that the provisions of the conditions on SUPERVISION BY THE DISTRICT ENGINEER and RIGHT TO ENTER above shall not abrogate or interfere with any agreements or commitments made or entered into between the grantee and any other agency of the United States with regard to financial aid to the grantee in connection with the construction, maintenance, or repair of the facilities herein authorized.

13. TERMINATION

This easement may be terminated by the Secretary upon 30 days written notice to the grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be



revoked by the Secretary for failure of the grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

14. SOIL AND WATER CONSERVATION

The grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the grantee during the term of this easement, and the grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the grantee shall be corrected by the grantee as directed by said officer.

15. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground and water. The grantee shall comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state, interstate, and local laws and regulations. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises. The type of information to be submitted for approval is shown in **Exhibit "B"** which is attached hereto and made a part of this instrument.

c. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the grantee's activities, the grantee shall be liable to restore the damaged resources.

d. A copy of any report required or requested by any federal or state agency as a result of a release of hazardous substances shall be furnished concurrently to the said officer. Copies of any subsequent compliance action reports or letters and any closure reports shall be furnished to the said officer.

16. ENVIRONMENTAL BASELINE STUDY

A Preliminary Assessment Screening (PAS) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as **Exhibit "C"**. Upon expiration, revocation or termination of this easement, an Environmental Baseline Study (EBS) shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the grantee in accordance with the condition on **RESTORATION**.

17. HISTORIC PRESERVATION

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

18. NON-DISCRIMINATION

a. The grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin or religion.

b. The grantee, by acceptance of this easement, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the grantee, its agents, successors, transferees, and assignees.

19. RESTORATION

On or before the termination or revocation of this easement, the grantee shall, without expense to the United States and within such time as said officer may indicate, restore the premises to the satisfaction of said officer. In the event the grantee shall fail to restore the premises, at the option of said officer, said improvements shall either become the property of the United States without compensation therefore, or said officer shall have the option to perform the restoration at the expense of the grantee, and the grantee shall have no claim for damages against the United States or its officers or agents for such action.



20. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the premises are concerned; and the grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity for obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344) or any other permit or license which may be required by Federal, state, interstate or local laws in connection with the use of the premises.

THIS EASEMENT is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this 19th day of June, 2001.

JOHN S. MINGER
Chief, Real Estate Division
U.S. Army Corps of Engineers
Portland District

THIS EASEMENT is also executed by the grantee this 4 day of June, 2001.

Chairman, Board of County Commissioners
Benton County, Washington

Approved as to Form:

Deputy Benton County Prosecuting Attorney
Date 5-31-01



ACKNOWLEDGMENT

STATE OF OREGON)
 : ss
COUNTY OF MULTNOMAH)

On this 19th day of June, 2001, before me the undersigned Notary Public, personally appeared **JOHN S. MINGER**, Chief, Real Estate Division, U.S. Army Engineer District, Portland, Oregon, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

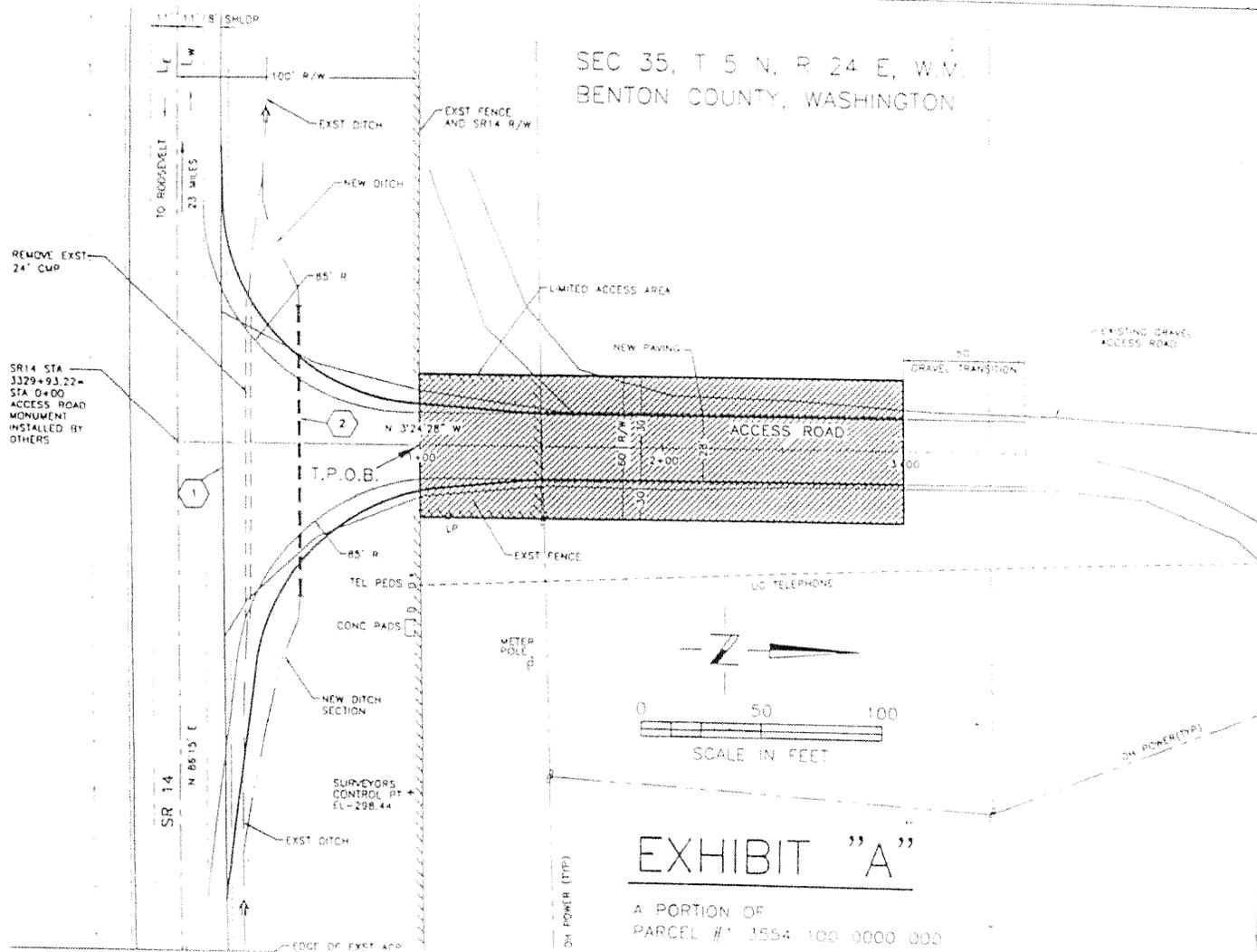
Diana J. Sorenson
Notary Public



My Commission Expires:

11/29/01





SEC 35, T 5 N, R 24 E, W.1M.
BENTON COUNTY, WASHINGTON

EXHIBIT "A"

A PORTION OF
PARCEL # 1554 100 0000 000

BENTON CO ENGINEER
ERS
28 00
2001-019113
Page: 9 of 21
06/28/2001 09:23A
Benton County



Easement No. DACW57-2-01-0023

John Day Lock and Dam Project

Authorization to Use Pesticides and/or Herbicides

The grantee assures that all applicators are appropriately licensed to apply the pesticides and/or herbicides intended for use.

DATE Submitted: _____

	<u>PROPOSED USE</u>	<u>ACTUAL USE</u>
TRADE NAME:	_____	_____
*EPA CLASSIFICATION:	_____	_____
EPA REGISTRATION #:	_____	_____
TARGET PEST:	_____	_____
TARGET PLANT:	_____	_____
TOTAL EST. QUANTITY:	_____	_____
TOTAL EST. ACREAGE:	_____	_____
LOCATION DESCRIPTION:	_____	_____
	_____	_____

CERTIFICATE

I certify that the above information is correct as stated.

GRANTEE SIGNATURE:

NAME AND TITLE (PRINT OR TYPE):

* The Portland District Office strongly discourages use of any **restricted use** chemicals on Corps' administered lands. Prior written authorization from this office is required before any application of chemicals is made. In order to assist our grantees in this effort, we offer our expertise in identifying substitute general use chemicals in place of restricted use chemicals. Please call the Natural Resources Management Section at (503) 808-4322.



PRELIMINARY ASSESSMENT SCREENING (PAS)

APPLICABLE LAWS/PROGRAMS/ACCOUNTS INCLUDE:

- Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)
- Defense Environmental Restoration Account (DERA)
- Defense Environmental Restoration Program (DERP)
- Formerly Used Defense Sites Program (FUDS)
- Resource Conservation and Recovery Act (RCRA)
- Toxic Substances Control Act (TSCA)
- The Clean Air Act (CAA)
- The Clean Water Act (CWA)
- Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA)

SUMMARY FINDINGS

For Stimson Lane Winery Access Roadway
 John Day Lock and Dam
 Operated by the US Army Corps of Engineers
 Portland District
 Portland, Oregon

COMPLETED BY: Paul Huebschman

TITLE: Geologist

DATE: 01 May 2001

RECOMMENDATIONS:

X ACQUIRE/OUTGRANT/DISPOSE PROPERTY AS IS

ACQUIRE/OUTGRANT/DISPOSE PROPERTY WITH CLEANUP OF SOLID WASTE

ACQUIRE/OUTGRANT/DISPOSE PROPERTY WITH CLEANUP OF HAZARDOUS MATERIAL

OBTAIN PHASE I/PHASE II ENVIRONMENTAL AUDIT

EXHIBIT "C"



2001-019113
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06/28/2001 09 23A
Benton County

HTRW INITIAL ASSESSMENT
(ER 1165-2-132)
FOR REAL ESTATE ACQUISITIONS/DISPOSALS

INSTRUCTIONS

The purpose of this Hazardous, Toxic, and Radiological Waste (HTRW) Initial Assessment is to provide guidance for evaluating proposed United States Army Corps of Engineers, Portland District real estate acquisitions (e.g. permits, easements, fee title, and leases) or disposals for possible or potential hazardous material contamination.

The HTRW Initial Assessment shall include a complete site inspection, investigation of site history (past and present uses), and a review of Federal, state, and local records of this site.

Information provided should include a brief explanation of what was done to obtain the information supporting the conclusion and specific relevant facts where a conclusion other than "No," "None," or "Not applicable" is indicated. Identify the location of all items (structures, tanks, stained soil, etc.) on an attached map. Describe the distance if contamination or suspected contamination is near the subject site and whether there is a known potential pathway for contamination on site. Attach a legal description or other tract identification of the real estate addressed in this assessment.

Attach copies of information and data gathered during this investigation in support of the findings and conclusions whether or not any potential contamination is found. Restate Site Information on any portion of the HTRW Initial Assessment done separately.

I. SITE INFORMATION

Project Name:

Site Location and Name: **Stimson Lane Winery Access Road**

Address: Access road is located in Section 35, T5N, R24E, W.M., running north, immediately north of SR-14. A portion of the road crosses Corps Of Engineers land. Upgrades to the winery require the road be public, not private, thus, requiring the Corps land be transferred or eased to Benton County.

County: Benton

State: **Washington**

Property Owner: **U.S. Army Corps of Engineers**

Address: P.O. Box 2946, Portland, Oregon 97208-2946

Telephone: 503.808.4914

Right-of-Entry Agreement Date: **N.A.**



II. EVALUATION OF SITE/NEARBY/ADJACENT LAND

Date(s) of record review(s): April 2001 and 01 May 2001

A. General Physical Data (Briefly describe or indicate not applicable [n/a])

1. Tract location/identification (include maps and photographs)

The Stimson Lane runs immediately north of SR 14, in Benton County, SW ¼ of Sect 35, T5N, R24W, W.M. That portion of Corps land consists of a 200 x 60 strip located in the roadway, starting 100-foot north of SR14 centerline. The land is partially covered with an asphalt roadway surfacing.

2. Structures: Buildings, structures, installations, wells, ponds, landfills, storage containers, vehicles, aircraft, fences, flumes, etc.

No structures.

3. Topography and aspect (including submerged lands).

Site is flat lying.

4. Power lines; telephone/telegraph lines; pipelines/dead end pipes.

Powerline runs across the property. Adjacent underground telephone line.

5. Access to site (roads, trails, other)

From the town of Roosevelt, WA, proceed 23 miles east on SR 14. Site is immediately adjacent (to the north) to SR14. Site is marked by a sign entrance to the Stimson Lane Winery.

6. Mining activity

None

7. Agricultural, grazing, logging activities

None, current. Previous range use (cattle).

8. Commercial activity/occupancy.

None. Current use private road to winery.



B. Check for evidence of the following as applicable. Include maps/sketches of potential problem areas. Fully describe.)

	ON- SITE	ADJ./ NEARBY ¹	NONE
1. Drums, sacks and/or containers on the surface or partially buried (Read labels if possible; DO NOT OPEN OR HANDLE! If no label, note identifying characteristics)	_____	_____	<u> x </u>
2. Other debris/solid waste/pools of liquid	_____	_____	<u> x </u>
3. Abnormal grading or depressions (possible cover for dumps)	_____	_____	<u> x </u>
4. Discolored soil or stream banks	_____	_____	<u> x </u>
5. Unusual or suspect odors	_____	_____	<u> x </u>
6. Storage tanks: Petroleum products, agricultural chemicals, etc.	_____	_____	<u> x </u>
7. Buildings: Chemical storage, solvents, equipment repair, asbestos, etc.	_____	_____	<u> x </u>
8. Abnormal/dead vegetation or animals	_____	_____	<u> x </u>
9. Sterile or modified water bodies	_____	_____	<u> x </u>
10. Unusual seepage	_____	_____	<u> x </u>
11. Film/slicks on and/or unusual colors in water	_____	_____	<u> x </u>
12. Spray operation base: Air strip, equipment parking area, etc.	_____	_____	<u> x </u>
13. Machinery repair areas (note type)	_____	_____	<u> x </u>
14. Pipelines, dead end pipes, major electrical equipment, etc.	_____	_____	<u> x </u>
15. Oiled or formerly oiled roads	_____	_____	<u> x </u>

¹A = Adjacent, N = Nearby



B. Check for evidence of the following as applicable.
(Continued)

	ON- SITE	ADJ./ NEARBY ²	NONE
16. Evidence of leakage in connection with transformers near electric transmission lines	_____	_____	<u> x </u>
17. Malfunctioning sewage and septic systems	_____	_____	<u> x </u>
18. Batteries	_____	_____	<u> x </u>

Description of On-Site Categories:

Item No. Description

²A = Adjacent, N = Nearby



2. II. RECORDS EXAMINATION

Date(s) of Records Examination: 04 April 2001

A. Title search and tax records. Obtain and review available chain-of-title data and tax assessment records for property descriptions and uses, past and current.

See attached (Exhibit B), Records Search/Site History, prepared by Miles Takayesu, 4 April 01.

B. Land Use History. Describe past use(s) which might indicate presence of HTRW at site and/or at adjacent/nearby land.

List and describe any of the following uses that are applicable: Manufacturing, service stations, dry cleaning, air strip, pipelines, rail lines, large electrical transformers or pumping equipment, petroleum production, landfills, recycling (scrap metal, auto battery, other), military, laboratories, wood preserving/processing, other.

Current use is as a private road. Prior to road, site was used as rangeland for cattle.



C. Regulatory History. Review the following records and documents, as applicable, to determine if any hazardous substance has ever been stored, released, or disposed of at the site and/or adjacent/nearby lands. Describe findings and identify contacts.

1. Relevant District records (Real Estate and other)

No records of hazardous waste stored on the site.

2. EPA's CERCLIS (Federal), DEQ's ECSI printouts (Oregon), and/or Department of Ecology (Washington), UST Lists, and RCRA Notifiers List

No record of Stimson Lane Winery access road on any lists.

3. Other Federal, State and local entities records/files

None

4. Current and historical aerial photographs

Photographs show roadway. Prior to road, site was used as rangeland for cattle.



D. Findings:

1. Do any records show that there have been any hazardous substances stored at the site? Adjacent/nearby? (As defined in Section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act CERCLA) and 40 CFR 302.4, as well as relevant state laws and regulation.) If yes: What type/quantity of substances? When and where were substances stored? Was storage in compliance with regulations?

No evidence of hazardous substances stored on site.

2. Do any records show that there have been any spills or releases of hazardous substances into the environment at the site?

No

3. Do any records show any agricultural drainage, either surface or subsurface at the site?

No

IV. INTERVIEWS

Interview the following: Long-time residents, workers, and current property owners, neighbors, county agents, and any appropriate Federal, state, and local regulatory and response agencies, including local fire departments, concerning past use, potential contamination, violation, enforcement, and/or litigation against property owners and HTRW history. Detail problems such as illegal dumping and past contamination. Include names, telephone numbers, dates of interviews, and short statement of results of each interview.

Steven Becken, Benton County Engineer, April 01. Individual recalls no HTW issues associated with the flat lying property. No recollection of any evidence of soil staining, debris, drums, etc.

Jerry Balcom, Environmental Compliance Coordinator, The Dalles John Day Project, Corps of Engineers, 01 May 01. Individual has been to the site many times and reports no HTW issues associated with the site. He reports that both the 1992 and 1998 ERGO Assessments mention nothing of the site.



V. HTRW CERTIFICATION HISTORY

Include supporting documentation.

A. Has a Federal agency made a certification under Section 120(h) of CERCLA (Superfund)?

Not applicable _____ Yes _____ No X

B. Has a non-Federal entity certified the absence or presence of contaminants? Yes _____ No X

VI. FINDINGS AND CONCLUSIONS

On the basis of the information collected as of the date of the assessment, it is possible to reasonably conclude that (Check one):

A. There is not a potential HTRW problem which could impact or be impacted by potential project features on this real estate. X

No additional investigation is recommended.

B. There is a potential HTRW problem which could impact or be impacted by potential project features on this real estate and further study is recommended.³

Signed Paul A. Huebschman Print Name Paul Huebschman
Date 01 May 2001 Title Geologist

VII. CONCURRENCE

I agree with the foregoing conclusion. Yes X No

Signed Michael Gross Print Name Michael Gross
Date 01 May 2001 Title Environmental Eng.

³If it is concluded that there are potential HTRW problems which could impact or be impacted by potential project features, this assessment must include the information requested on page 6 as applicable.



Grantee:

I acknowledge receipt of this PAS and I agree that should I not concur with the findings contained herein I will document my objections and substantiate the reasons within 30 days of this _____ day of _____, 199__.

Name: _____ Signed: _____

Title: _____ Date: _____

OR

I acknowledge the condition of this property as reflected in this PAS this 4 day of June, 199 2001

Name: Leo Bowman Signed: Leo M Bowman

Title: Chairman Date: 6-4-01

ADDITIONAL INFORMATION REQUIRED WHEN FURTHER STUDY RECOMMENDED

1. Identification and location of known, reported, or suspected HTRW sites.
2. Characterization of each HTRW site to include potential contaminants of concern (within limits of available information).
3. Description of assessment techniques used.
4. Information sources. Details may be listed in an appendix to the assessment.
5. Proposed composition and estimated cost of potential or known HTRW site investigations and an assessment effort during the feasibility phase. Estimated cost for this effort should include appropriate contingencies based on preliminary investigations and findings.
6. Other information relevant in determining whether to proceed to feasibility phase or with the proposed real estate acquisition.



PRELIMINARY ASSESSMENT SCREENING (PAS)

Project Name: John Day Lock and Dam Project

Address/Location: Portion of Tract 1024-1 located in the SW¼ of Section 35, T. 5 N., R. 24 E., W.M., Benton County, Washington.

RECORDS SEARCH SITE HISTORY

Prepared by Real Estate Division

Date(s) of Records Search: April 4, 2001

I. Based on Corps' Historical Records:

A. Real Estate Authorizations - Current and Terminated Uses; Acquisition and Historical Records: The area has been used as an access point by Stimson Lane Winery to access property that they own adjacent to the Corps lands. It is also an access point to wells drilled on Corps lands that supply water to adjacent lands. Previous to Stimson Lane, the lands were used as open range lands for cattle.

B. Any Other Applicable Information: (i.e. - UST on outgranted area) None.

II. Documentation: The following documents were reviewed to verify these uses and identify any pertinent information:

A. Real Estate Outgrant Files

B. Real Estate Historical Files

C. John Day Master Plan

RECORDS EXAMINATION

Name: Miles S. Takayesu

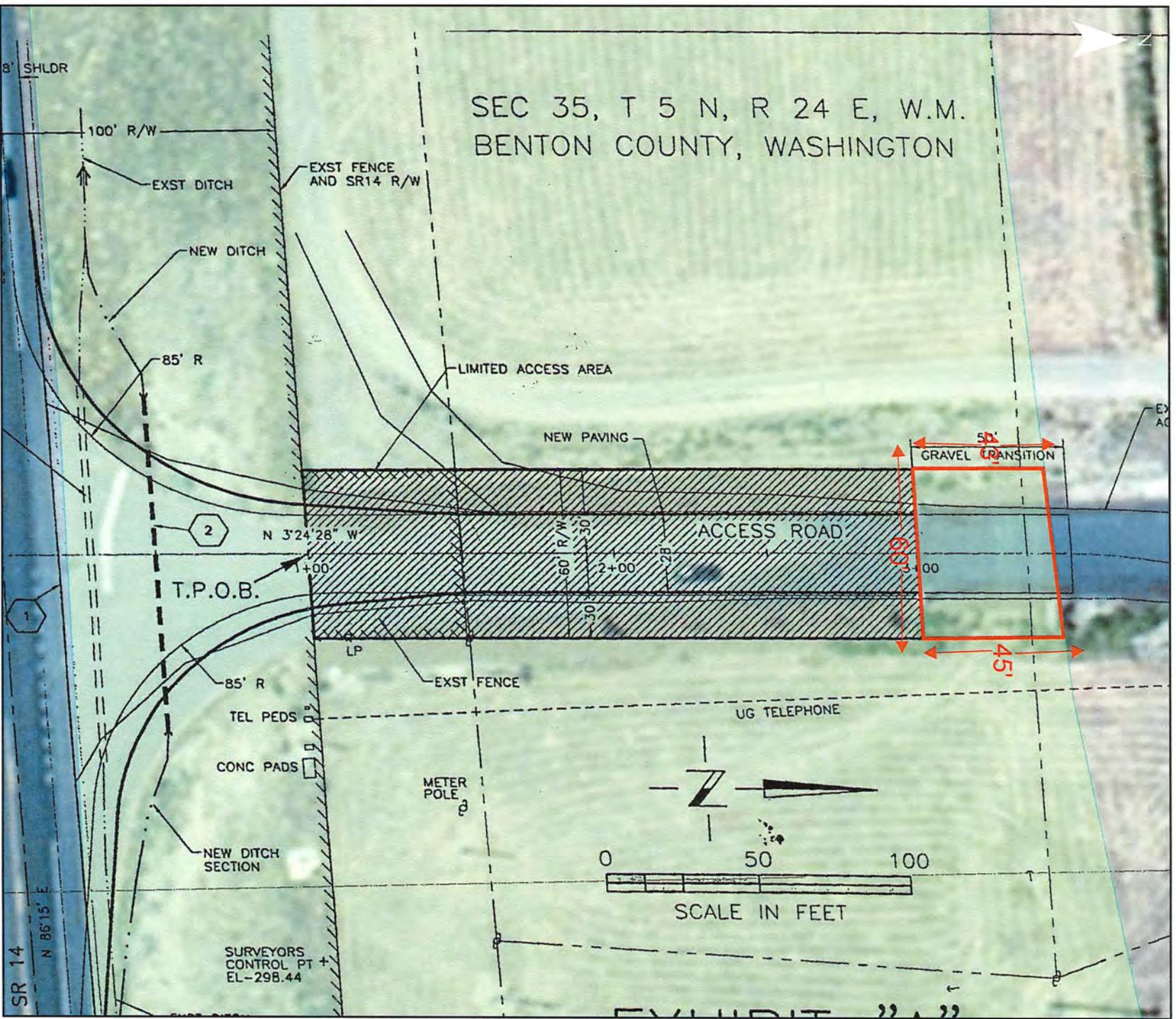
Signed: *Miles S. Takayesu*

Title: Realty Specialist

Date: April 4, 2001

Exhibit B

SEC 35, T 5 N, R 24 E, W.M.
BENTON COUNTY, WASHINGTON



**Supplemental Agreement No. 1 to Easement
No. DACW57-2-01-0023**

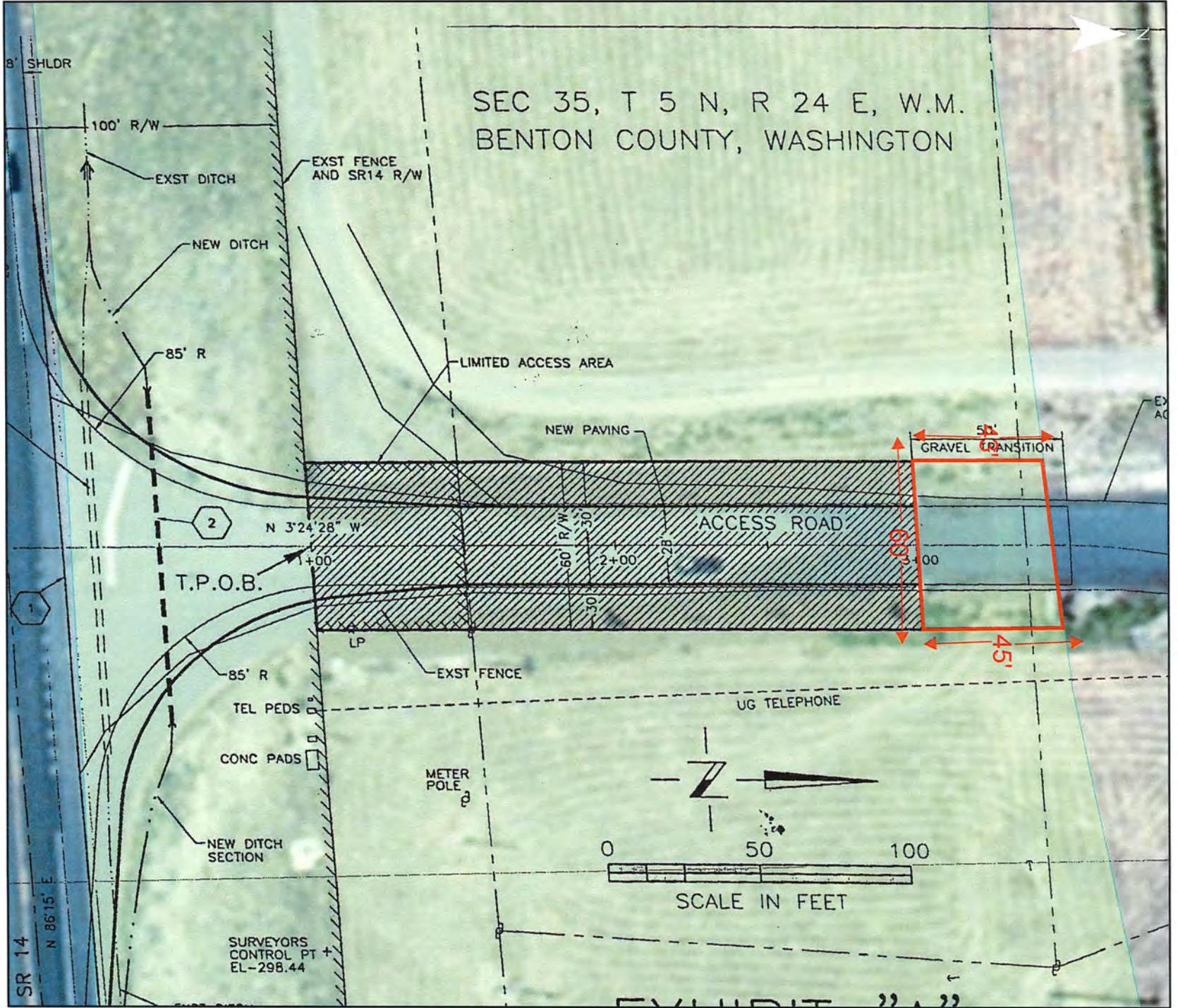
"Exhibit D"
Benton County, WA
T 5, R 24

- USACE Tracts
- Road Access Addition

0.07 Acres
3017.39 Square Feet



SEC 35, T 5 N, R 24 E, W.M.
BENTON COUNTY, WASHINGTON



**Supplemental Agreement No. 1 to Easement
No. DACW57-2-01-0023**

"Exhibit D"
Benton County, WA
T 5, R 24

-  USACE Tracts
 -  Road Access Addition
- 0.07 Acres
3017.39 Square Feet



Exhibit D

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: AUTHORIZING THE CHAIRMAN TO SIGN THE CONTRACT WITH D & D TRI-RIVERS EXCAVATING, INC. FOR THE HANKS ROAD DRAINAGE MODIFICATIONS PROJECT – C.E. 2009 SMP

WHEREAS, by Resolution 2016-722 dated September 20, 2016, an award was made to D & D Tri-Rivers Excavating, Inc., Pasco, Washington and as directed, staff has prepared a contract for Board approval; and

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

WHEREAS, the contract in the amount of \$22,986.50 has been executed by D & D Tri-Rivers Excavating, Inc.; **NOW, THEREFORE**,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby authorizes the Chairman of the Board of County Commissioners to sign on behalf of Benton County said contract awarded September 20, 2016 to D & D Tri-Rivers Excavating, Inc., in the amount of \$22,986.50 plus any necessary Change Orders in accordance with Section 3.8 of the Benton County Procurement, Leasing and Contracting Policy per Resolution 2012-677 or any future amendments to said policy; and

BE IT FURTHER RESOLVED, that the County Engineer is hereby authorized to proceed with the Hanks Road Drainage Modifications project according to the terms of the contract; and

BE IT FURTHER RESOLVED, the Hanks Road Drainage Modifications project – C.E. 2009 SMP shall be completed in its entirety within ten (10) working days as described in the contract documents.

Dated this 18th day of October, 2016.

Chairman.

Chairman Pro-Tem.

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

Attest: _____
Clerk of the Board

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 D & D Tri-Rivers Excavating, Inc., P. O. Box 3517, Pasco, WA 99302, (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, Hanks Road Drainage Modifications," and as described in and in accordance with the State of Washington 2016 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 \$22,986.50, 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
D & D TRI-RIVERS EXCAVATING, INC.

COUNTY OF BENTON



Signature

Chairman, Board of Commissioners

Vice President

Title

Attest: _____
Clerk of the Board

9-26-16

Date

Date: _____

APPROVED AS TO FORM:



Benton County Deputy Prosecuting Attorney

Date: *9/15/16*

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 ADMINISTRATION
DEPARTMENT NUMBER 118.

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
521.100	1935	Holiday	\$5,000	521.100	1367	Undersheriff	\$15,250
521.100	2104	Retirement	13,000	521.100	1373	Administrative Clerk	1,500
				521.100	1376	Records Clerk	1,250
TOTAL			\$18,000	TOTAL			\$18,000

Explanation:

To appropriate funding for the Undersheriff, Administrative Clerk and Records Clerk. The 2015/2016 budget did not include increases for a COLA.

Prepared by:

Date:

Approved

Denied

Date: _____

Chairman

Member

Member

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 CLERK & RECORDS
DEPARTMENT NUMBER 119.

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: Sheriff Clerk & Records

Dept Nbr: 119

Fund Name: Current Expense

Fund Nbr: 0000-101

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
521.220	1935	Holiday	\$35,000	521.220	1372	Records Clerk	\$1,600
521.220	1387	Clerk	9,000	521.220	1381	Records Sergeant	2,000
521.220	1568	Clerk	57	521.220	1382	Records Clerk	1,600
				521.220	1383	Records Clerk	1,600
				521.220	1384	Records Clerk	1,600
				521.220	1385	Records Clerk	\$1,600
				521.220	1386	Records Clerk	\$1,600
				521.220	1429	Administration Clerk	\$1,600
				521.220	1549	Criminologist	\$1,012
				521.220	2102	Social Security FICA	\$6,250
				521.220	2103	Medical Insurance	\$23,595
TOTAL			\$44,057	TOTAL			\$44,057

Explanation:

To appropriate funding for Wages & Benefits in the Sheriff Clerk & Records Dept. The 2015/2016 budget did not include increases for a COLA.

Prepared by: Linda Ivey

Date: 06-Oct-2016

Approved

Denied

Date: _____

_____ Chairman

_____ Member

_____ Member

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
523.610	1935	Holiday	\$3,000	523.610	1254	Medical Clerk	\$5,270
523.610	3110	Medical Supplies	4,460	523.610	2103	Medical Insurance	1,935
				523.610	2104	Retirement	255
TOTAL				TOTAL			
\$7,460				\$7,460			

Explanation:

To appropriate funding for Medical Clerk wages, medical insurance and retirement. The 2015/2016 budget did not include a COLA.

Prepared by:

Date:

Approved

Denied

Date: _____

_____ Chairman

_____ Member

_____ Member

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 PATROL
DEPARTMENT NUMBER 121.

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: Sheriff Patrol

Dept Nbr: 121

Fund Name: Current Expense

Fund Nbr: 0000-101

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
521.210	1443	Deputy	\$ 35,000	521.210	1370	Deputy	\$ 4,200
521.210	1455	Detective	\$ 20,000	521.210	1436	Patrol Captain	\$ 17,800
521.210	1456	Deputy	\$ 5,700	521.210	1437	Lieutenant	\$ 5,000
521.210	1460	Deputy	\$ 15,000	521.210	1438	Deputy	\$ 8,100
521.210	1469	Deputy	\$ 53,000	521.210	1440	Sergeant	\$ 4,000
521.210	1471	Deputy	\$ 22,000	521.210	1442	Deputy	\$ 4,800
521.210	1472	Deputy	\$ 37,000	521.210	1444	Corporal	\$ 11,800
521.210	1493	Sergeant	\$ 15,000	521.210	1447	Deputy	\$ 5,100
				521.210	1448	Deputy	\$ 5,600
				521.210	1449	Deputy	\$ 8,500
				521.210	1450	Sergeant	\$ 5,800
				521.210	1451	Detective	\$ 5,900
				521.210	1453	Sergeant	\$ 3,900
				521.210	1457	Deputy	\$ 5,400
				521.210	1458	Deputy	\$ 2,500
				521.210	1459	Detective	\$ 4,200
				521.210	1461	Deputy	\$ 10,400
				521.210	1462	Deputy	\$ 4,800
				521.210	1463	Corporal	\$ 2,000
				521.210	1464	Deputy	\$ 6,500
				521.210	1468	Deputy	\$ 6,300
				521.210	1470	Deputy	\$ 7,600
				521.210	1492	Deputy	\$ 4,500
				521.210	1497	Deputy	\$ 5,200
				521.210	1524	Deputy	\$ 4,200
				521.210	1525	Deputy	\$ 6,400

EXHIBIT "A"

			521.210	1567	Detective	\$	4,300
			521.210	1578	Deputy	\$	3,000
			521.210	1821	Deputy	\$	5,700
			521.210	1916	Deputy	\$	4,700
			521.231	1802	Deputy	\$	2,600
			521.231	1949	Deputy	\$	2,600
			521.231	1954	Deputy	\$	1,000
			521.231	1955	Sergeant	\$	600
			521.242	1562	Detective	\$	4,200
			521.210	1935	Holiday	\$	11,000
			521.231	1935	Holiday	\$	2,000
			521.242	1935	Holiday		\$500
TOTAL			\$202,700		TOTAL		\$202,700

Explanation:

To appropriate funding for Wages & Benefits in the Sheriff Patrol.

Prepared by: Linda Ivey

Date: 10-Oct-2016

Approved

Denied

Date: _____

Chairman

Member

Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
INMATE BENEVOLENCE FUND NUMBER 0116101,

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
523.600	1956	Counselor	\$7,200	523.600	1742	Commissary Clerk	\$5,080
				523.600	1749	Commissary Clerk	1,600
				523.600	2103	Medical Insurance	520
TOTAL			\$7,200	TOTAL			\$7,200

Explanation:

To appropriate funding for Commissary Clerk wages and medical insurance. 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>Oct. 18, 2016</u>	Execute Contract	<u>X</u>
Subject: <u>Agreement with Booker Auction Co.</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

The Benton County Sheriff's Office acquires large amounts of unclaimed property that needs to be disposed of at public auction.

Benton County Sheriff's Office recommends entering into an Auction Sale's Agreement with Booker Auction Co., Eltopia, WA who is experienced in appropriate and legal disposition of property held by government agencies.

RECOMMENDATION

Approve the attached Resolution and Auction Sale's Agreement between Benton County, by and for, the Benton County Sheriff's Office and Booker Auction Co. to auction off unclaimed property acquired by the Sheriff's Office as per the property list attached hereto.

APPROVED AS TO FORM

Ryan Lukson

FISCAL IMPACT

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF UNCLAIMED PROPERTY IN THE HANDS OF SHERIFF IN ACCORDANCE WITH RCW 63.21 and RCW 63.40.010

WHEREAS, the Benton County Sheriff's Office acquires large amounts of unclaimed property that needs to be sold at public auction; and

WHEREAS, storage space is limited and disposing of some of this property at public auction is a legal and acceptable manner of disposition; and

WHEREAS, after reviewing available services, Benton County Sheriff's Office recommends entering into an Auction Sale's Agreement with Booker Auction Co., Eltopia, WA, who has extensive experience in appropriate and legal disposition of property held by government agencies; and

WHEREAS, the Board finds it to be in the best interest of the citizens of Benton County to utilize the services of Booker Auction Co. to auction off unclaimed property acquired by the Sheriff's Office and as per the current property list attached hereto; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the recommendation and approves the attached Auction Sale's Agreement between Benton County, by and for, the Benton County Sheriff's Office and Booker Auction Co., Eltopia, WA to auction off unclaimed property acquired by the Sheriff's Office; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman of the Board to sign the attached Auction Sale's Agreement.

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

Auction Sale Agreement

It is hereby mutually agreed by and between Booker Auction Company and Benton County, by & for, Benton County Sheriff's Office (Seller/Owner/Agent),

Represented by Lisa Small, Procurement/Contract Coordinator Address 7122 W Okanogan Place, Bldg B, Kennewick, WA 99336
Phone 509.735.6555 ext 3880 Mobile _____ Fax 509.736.3895 Email _____

as Seller, in consideration of the several promises set forth, and for value received as follows:

1. Booker Auction Company ("Booker Auction") agrees to sell Seller's listed personal property at public auction at the time and place hereinafter stated: 2. Auction Date: **November 5, 2016** 3. Auction Location: Booker Auction Company, Eltopia, WA 99330
4. Seller hereby gives Booker Auction the **EXCLUSIVE RIGHT TO SELL** the following described personal property:
_____ (complete list attached as Exhibit "A")

Furthermore, Seller agrees not to remove, sell, or withdraw any property from the auction after the date of contract except by mutually signed written addendum between Seller and Booker Auction. Booker Auction shall be entitled to receive the contractually agreed commission as liquidated damages on any item withdrawn, removed or sold (within thirty (30) days of auction) without such mutual agreement based on the fair market value of the items.

5. A. Seller hereby employs Booker Auction to conduct said auction, and agrees to compensate it therefore a sum equal to:
 - i) Ten (**10** %) percent of the gross auction proceeds, at a \$10 minimum commission per lot, from the proceeds thereof.
 - ii) N/A

1 - \$ -0- to \$ 99.99 gross sales, 30% commission	4 - \$1000 to \$1999.99 gross sales, 15% commission
2 - \$100 to \$499.99 gross sales, 25% commission	5 - \$2000 to \$4999.99 gross sales, 10% commission
3 - \$500 to \$999.99 gross sales, 20% commission	6 - Gross sales \$5000 and above, 8% commission

of the gross auction proceeds at a \$10 minimum commission per lot, from the proceeds thereof.
 - (iii) Three (**3** %) percent of Seller's gross auction proceeds will be deducted for promotional and production expense.
 - B. The cost of any special equipment, materials and administrative fees required to supervise and/or conduct loading, transport, organization and presentation of consigned assets or clean up after said auction, will be deducted from the proceeds thereof.
 - C. Seller warrants that all items are being sold free and clear of all liens and encumbrances. If not, Seller will be required to complete an addendum to this Agreement providing the contact information for loan/credit officer(s), the purchase contract/account numbers and authorizing the payoff on each item of collateral being sold. Research to acquire non-provided lien status will be billed at cost plus \$50/ hour by Booker Auction. A lien search will be conducted on every seller and selling entity prior to issuance of auction proceeds.
 - D. Seller hereby grants his consent to Booker Auction to make payment in full, on the Seller's behalf, any liens, encumbrances, and unpaid current or advance personal property taxes on personal property sold at auction, from the proceeds thereof.
 - E. Booker Auction reserves the discretion to establish each lot and the right to sell all goods according to marketability of the goods and to refuse non-sellable items. Seller shall be responsible for the removal and disposal of items deemed unsafe or non-saleable, and agrees to pay any charges or fees accrued as a result thereof.
 - F. Seller agrees to accept highest offer or bid received on auction day without reservation. In the event that Seller requires "a reserve price" on any particular item, Seller must notify Booker Auction of this reserve price *AT THE TIME OF SIGNING* this contract. A Ten (**10** %) percent "No Sale" fee on the highest bid received, at a minimum \$10 per lot commission, will be charged on all items sold subject to a reserve price. RESERVE PRICE \$ _____
6. Booker Auction will charge a Buyer's Premium of 10% percent on all lots \$2500 or less and retain said Premium.
 7. Seller hereby agrees to allow Booker Auction to bid and to bid on behalf of absentee buyers.

Benton County
Company _____ TIN _____ Date _____

Camille Booker
Booker Auction Company, By: _____

Seller Lisa Small, Chairman
Benton County Commissioner
Last 4 of SSN _____ Date _____

_____ Date _____

Consignor # 4012



bookerauction.com
Booker Auction Co.
31 ELTOPIA WEST ROAD · ELTOPIA, WA 99330
phone 509.297.9292 fax 509.297.9295
MARKETING REAL ESTATE EQUIPMENT AUCTIONS APPRAISALS FUNDRAISERS
PRODUCE STORAGE TRANSPORT

Approved as to form:

[Signature]
RYAN LUKSON

9. Booker Auction acts as an agent only for the Seller and may not be held liable for any accident or injury before, during, or after said auction. Seller shall assume ALL RISK OF LOSS (i.e. theft, fire, vandalism) until such property passes to purchaser. Seller agrees to defend, indemnify and hold Booker Auction, its agents and employees, harmless from all claims false, fraudulent, and/or negligent misrepresentation and shall defend the same at Seller's expense.
10. Benton County does not agree to maintain insurance on all items.
11. In the event of non-payment by a bidder, Booker Auction at its sole discretion may elect to cancel the sale or extend its efforts to locate a new purchaser during the ten (10) days immediately following subject auction. Seller may elect to re-consign property to a subsequent auction subject to mutually agreed terms of a newly executed Auction Sale Agreement. Retrieval of unsold property and removal expense is solely the responsibility of Seller. Booker Auction shall not, under any circumstances, be liable for any consequential damages to Seller as a result on non-payment by a bidder. Booker Auction agrees to pursue prudent legal means to collect non-paid funds or recover the equipment. Seller agrees to cooperate with all collection efforts and participate with any collection costs.
12. Seller authorizes Booker Auction to accept cash, personal check, or certified funds made payable to Booker Auction, and/or merchant bank cards for payment of items sold. Seller agrees a four percent (4%) handling fee will added to the bid price of all items purchased and paid for by merchant bank cards. Booker Auction will retain the 4% handling fee resulting from payments made by credit/debit cards to offset merchant account fees.
13. Seller will not be permitted to apply auction proceeds as a credit against auction purchases when secured by any UCC perfected creditor.
14. Net auction proceeds will not be issued to any Seller until unsold items are removed by said seller.
15. Seller agrees to have said items ready for auction one day prior to contract auction date including fuel for removal and a charged battery. In the event said Seller elects not to prepare items for auction, Seller agrees to pay the costs of fuel, batteries, moving, cleaning and/or needed repairs to ready the items.
16. **Benton County guarantees to furnish title of ownership or a Release of Interest & Odometer Statement Form on any titled vehicle consigned for sale by Booker Auction no less than one week prior to auction date. Out-of-state and government exempt titles must have a certified scale weight attached. Auction proceeds from titled vehicles WILL NOT BE DISBURSED until Vehicle Certificates of Title, Release of Title Interest or notarized Affidavit of Lost Title and applicable scale weights have been delivered to Booker Auction.**
17. In the event of any dispute on secured or encumbered personal property sold, Seller authorizes Booker Auction to deduct costs and attorney fees and interplead the balance of the proceeds into the courts.
18. Booker Auction agrees:
 - A. To advertise and promote said auction in a professional manner.
 - B. To auction or negotiate the highest bid.
 - C. To require positive identification of all purchasers.
 - D. To clerk and cashier sale and to provide Seller with a complete printed record upon finalization of sale.
 - E. To furnish Seller a complete statement of expense & consignor proceeds within 21 days of sale event, PROVIDED, all certificates of title, liens, leases, scale weights and encumbrances have been settled to guarantee clear title of consigned properties.
19. This Agreement shall be binding upon the Seller as well as heirs, assigns, and successors of interest in the parties hereto. The venue for any action brought to enforce the terms of this agreement shall be in Benton County, Washington.
20. There are no other verbal or written agreements, which could modify or affect this agreement. Similarly, Seller warrants that the decision to enter into this agreement is not predicated upon any past or present property valuation expressed by a representative of Booker Auction, either written or verbal.
21. Facsimile transmissions of any signed original document and retransmission of any signed transmission shall be the same as transmission of any original. At the request of either party, the parties will confirm facsimile transmitted signatures by signing the original document.
22. Seller hereby certifies legal title and authority to sell the above mentioned items at auction and shall provide Auctioneer with corporate resolutions confirming corporation approval, if applicable.
23. The terms and conditions of this agreement become effective immediately upon signature of both parties and shall include any sale of listed personal property before, during, or within 10 days following said Auction date.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>Oct. 18, 2016</u> Subject: <u>Second Contract Amendment w/ Telmate, LLC</u> Prepared by: <u>L. Small</u> Reviewed by: <u>Ryan Lukson</u>	Execute Contract <u> X </u> Pass Resolution <u> X </u> Pass Ordinance <u> </u> Pass Motion <u> </u> Other <u> </u>	Consent Agenda <u> X </u> Public Hearing <u> </u> 1st Discussion <u> </u> 2nd Discussion <u> </u> Other <u> </u>

BACKGROUND INFORMATION/ SUMMARY

Benton County Sheriff's Office (BCSO) currently has a personal service contract with Telmate, LLC to provide phone services to all inmates incarcerated in the Benton County Jail. Said service is provided to inmates with applicable fees charged to the inmate for usage.

The first contract amendment was necessary to amend the original contract regarding the fee schedule for the inmate phone system as required by the Federal Communications Commission (FCC). And add automated video visitation system.

This Second Amendment is necessary as both parties wish to modify certain terms of the Contract regarding call rates to stay in compliance with federal law and regulations, while maintaining the rest of the Contract in full force and effect as further outlined in the attached Second Amendment.

RECOMMENDATION

Approve the attached Second Amendment to the personal service contract between Benton County and Telmate, LLC.

FISCAL IMPACT

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING THE SECOND AMENDMENT TO THE PERSONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND TELMATE, LLC FOR INMATE PHONE SERVICES

WHEREAS, per Resolution 2012-857 dated December 18, 2012, the Board of Benton County Commissioners awarded the personal service contract to Telmate, LLC for inmate telephone services with a term expiring December 31, 2014; and

WHEREAS, per Resolution 2014-493 dated June 24, 2014, the First Contract Amendment was approved to modify certain terms of the Contract, while maintaining the rest of the Contract in full force and effect, as set forth more fully in said First Contract Amendment; and

WHEREAS, this Second Amendment is necessary as both parties wish to modify certain terms of the Contract regarding site commissions and call rates in compliance with federal law and regulations, while maintaining the rest of the Contract in full force and effect; and

WHEREAS, both parties wish to amend Sections 1, 3, & 5 and replace Exhibits B1 and E with Exhibits B2 and E1, as further outlined in the attached Second Amendment; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the board hereby approves the Second Amendment to the personal service contract between Benton County and Telmate, LLC; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman of the Board to sign said amendment attached hereto.

Dated this _____ day of _____, 2016

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

**Second Amendment to
Personal Services Contract
Between
Telmate, LLC and Benton County, Washington**

THIS CONTRACT AMENDMENT, made and entered into this _____ day of _____, 2016 by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **TELMATE, LLC**, with its principal offices at 655 Montgomery St, 15th Floor, San Francisco, CA 94111 ("CONTRACTOR").

Recitals

Whereas, COUNTY and CONTRACTOR entered into Personal Services Contract dated December 18, 2012 (the "Contract") whereby CONTRACTOR is obligated to perform certain inmate telephone services at COUNTY's facilities.

Whereas, per the First Contract Amendment entered June 24, 2014, both parties agreed to modify certain terms of the Contract, while maintaining the rest of the Contract in full force and effect, as set forth more fully in said First Contract Amendment.

Whereas, both parties wish to modify certain terms of the Contract regarding site commissions and call rates in compliance with federal law and regulations, while maintaining the rest of the Contract in full force and effect.

Now, therefore, in consideration of the provisions and agreements set forth herein, the parties agree that all provisions of their original Contract, and any amendments thereto, shall remain in effect except the below sections which are amended as follows:

- a) Section 1. CONTRACT DOCUMENTS – is hereby deleted in its entirety and is replaced with the following:

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

- a. Terms and Conditions (this document)
- b. Exhibit A – Schedule of Services for Telephone
- c. Exhibit B2 – Schedule of Phone Charges and Payments
- d. Exhibit C – Schedule of Services for Video Visitation
- e. Exhibit D – Schedule of Video Visitation Charges
- f. Exhibit E1 – Prepaid Deposit Fees

- b) Section 5. COMPENSATION a. – is hereby deleted in its entirety and is replaced with the following:

5. COMPENSATION a. – CONTRACTOR agrees to pay COUNTY a monthly commission of fifty-nine percent (59%) on all Gross Revenue generated as a result of collect phone calls and a monthly commission of fifty-nine percent (59%) on all Gross Revenue generated as a result of pre-paid phone calls made through use of CONTRACTOR's inmate phone as set forth in Exhibit B2. CONTRACTOR shall pay such commissions on all calls including Instate, Instate Collect, Prepaid Interstate, Collect Interstate, Voicemail, and International calls. Commissions will be based on revenues from all completed calls. Effective July 1, 2016, CONTRACTOR further agrees to pay COUNTY a monthly commission of fifty percent (50%) on all Gross Revenue generated resulting from remote video visitation, Telmate messaging, photos, wall post, and any other services that are offered or available to the Jail and its residents through use of the CONTRACTOR's video visitation equipment as set forth in Exhibit D. Gross Revenue excludes Taxes, Government Imposed Fees or Charges, and any applicable Billing or Security Fees. Such commissions shall be paid by CONTRACTOR to COUNTY on a monthly basis, and payment shall be made no later than forty-five (45) days following the month in which the revenues were generated from CONTRACTOR's equipment.

The CONTRACTOR agrees to provide electronic quarterly revenue reports to the COUNTY's Contract Representative that demonstrate all revenue generated from the video visitation system over the past quarter.

The parties recognize that CONTRACTOR has invested or shall invest significant up-front resources, infrastructure and equipment in establishing and maintaining the electronic communications at the Jail. Such business model relies on a service term of a length in order for CONTRACTOR to recoup such investment and costs without otherwise requiring up-front or any payment from COUNTY. As such, COUNTY agrees not to prevent or disable any functionality of the CONTRACTOR's equipment prior to the end of the Contract term or termination by COUNTY as set forth in Section 9.

During the term of this Contract, the COUNTY grants to CONTRACTOR the exclusive right to the receiving, handling, and processing of all inmate deposits made to Telmate for phone or video visitation services usage only, and the exclusive right and license to install, maintain, and operate communication equipment for any and all inmate calls and electronic communications, including but not limited to local, long distance, and international, including but not limited to, collect calls and debit calls within any facility owned or operated by COUNTY. During the term of the Contract, COUNTY shall not provide any third party access to CONTRACTOR's equipment without the express written consent of CONTRACTOR.

Both parties agree that the friends & family of an inmate, as well as the inmates themselves, are solely responsible for the deposit fees set forth in Exhibit E1. Benton County shall not be financially responsible for any of the deposit fees set forth in Exhibit E1.

- c) Section 3. SERVICES PROVIDED e. and f. – are hereby added to the Contract as follows:

3. SERVICES PROVIDED e. Length of Call. COUNTY and CONTRACTOR will mutually determine all maximum call lengths at COUNTY's facility.

3. SERVICES PROVIDED f. Regulatory Changes. The Parties acknowledge that the terms of the Contract are governed by federal, state, and local laws that are subject to change on occasion. CONTRACTOR shall provide COUNTY with notice of any such changes in the law upon which time the Parties will amend the Contract as needed to comply with all such changes in the law. The Parties agree that neither will be required to comply with a term in the Contract that is rendered unlawful by a future change in the law.

- d) EXHIBITS:

Exhibit B1 - Schedule of Phone Charges and Payments - is hereby deleted in its entirety and is replaced with Exhibit B2 – Schedule of Phone Charges and Payments.

Exhibit E – Deposit Fees – is hereby deleted in its entirety and is replaced with Exhibit E1 – Prepaid Deposit Fees.

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

BENTON COUNTY

TELMATE, LLC

Shon Small, Chairman

Title: Benton County Commissioner

Date: _____



Name: Kevin O'Neil

Title: President

Date: October 2, 2016

Approved as to form:



Ryan J. Lukson
Civil Deputy Prosecuting Attorney

Exhibit B2
Schedule of Phone Charges and Payments

In exchange for the exclusive right to install and maintain a secure inmate telephone and call monitoring system in the Benton County Jail, and in recognition and consideration of the costs borne by the jail in operating a secure inmate telephone call monitoring system, the CONTRACTOR agrees to reimburse the COUNTY at the below cited commission rates for all revenues generated directly or indirectly from the use of the inmate telephone system installed at Benton County Jail. The only permissible exclusions to commissionable revenues are State and Local taxes if they are passed through to the billed parties without markup.

Term Commission Rate for Telmate inmate telephones is 59%

CONTRACTOR agrees to the following initial Prepaid and Collect call rates:
Prepaid and Collect (shared rate)

Call Category	Connect Fee for 30 Minutes or Less	Per Minute Rate for Max 30 Minutes
Instate	\$0.00	\$0.25
Instate Collect	\$0.00	\$0.50
Prepaid Interstate	\$0.00	\$0.21
Collect Interstate	\$0.00	\$0.25
International	\$10.00	\$0.00
Voicemail	\$1.25	\$0.00

COUNTY and CONTRACTOR agree that prepaid and collect call rates may be changed by mutual written consent over the term of the Contract.

Both parties agree that changes to the commission rate, other than those described herein, and any adjustments to the call rates, including voicemails, will require an amendment to this Contract unless expressly modified by law.

The COUNTY and CONTRACTOR must agree in writing on any vendor marketing incentives or discounts before they are offered to the inmates or the called parties. These incentives may include but are not limited to promotional discounts or free minutes.

Compensation payments on gross revenues for a calendar month shall be paid within forty-five (45) days of the end of the month in which call revenue was generated. Payments and reports shall be mailed to:

Benton County Sheriff's Office
Attn: Linda Ivey
7122 W. Okanogan Place, Building B
Kennewick, WA 99336

Exhibit E1
Prepaid Deposit Fees

Fee Description

Prepaid Account Setup	\$0
Cash Deposit via Kiosk	\$3 per transaction
Credit Deposit	\$3 per transaction
Operator-Assisted Deposit	\$5.95 per transaction
Automated Toll Free or Internet Deposit	\$3 per transaction
Trust Transfer Fee	\$0.50 + 9%
Prepaid Account Closeout	\$0
Refund (less than \$50 balance, to a calling card)	\$0
Account Maintenance	\$0
Regulator Cost Recovery	\$0
Paper Billing	\$2 per transaction
Single Bill	\$0
Universal Service Fund Administrative	\$.99 per month
Wireless/VoIP Administrative Fee	\$1.99 per month
Taxes and Other Regulatory Requirements	Applicable State and Federal Taxes, subject to change.
FUSF Fee	According to variable, applicable fee.
State USF Fee	According to variable, applicable fee.
Voicemail	\$1.25 per transaction
Telmate Verification	\$1.00

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>Oct. 18, 2016</u>	Execute Contract	_____
Subject: <u>Notice of Lowest Bidder for Purchase of Paper and Glove Supplies – CB 16-07</u>	Pass Resolution	<u> X </u>
Prepared by: <u>L. Small</u>	Pass Ordinance	_____
Reviewed by:	Pass Motion	_____
	Other	_____
	Consent Agenda	<u> X </u>
	Public Hearing	_____
	1st Discussion	_____
	2nd Discussion	_____
	Other	_____

BACKGROUND INFORMATION/ SUMMARY

The Board of Benton County Commissioners solicited bids for the procurement of Paper and Glove Supplies for the Benton County Bureau of Corrections and Patrol (CB 16-07) per Resolution 2016-692.

Representatives of the Benton County Sheriff's Office received four (4) bids prior to the deadline on October 5, 2016 and opened said bids on October 6, 2016, as provided in the invitation to bid.

Companies listed below requested a bid packet with the following results:

- **Crown Paper & Janitorial Supply Company - \$75,054.50, not including WSST**
- **Columbia Basin Paper, Pasco, WA – \$76,937.60, not including WSST**
- **Pacific Office Solutions, Yakima, WA – \$102,107.58, not including WSST**
- **Tronex International, Inc., Mount Olive, NJ - \$14,160.00, Disqualified for not provide pricing for all items on bid.**
- ePoly Star, Inc., San Leandro, CA – Did Not Respond
- Tri-City Construction Council, Kennewick, WA – Did Not Respond
- ICS Jail Supplies, Inc., Waco, TX – Did Not Respond
- SupplyWorks, Yakima, WA – Did Not Respond
- Business Development Manager – Did Not Respond
- A-Complete Janitorial Supply – Did Not Respond
- Charm-Tex, Brooklyn, NY – Did Not Respond
- Cascade Fire & Safety, Yakima, WA - Declined
- Bob Barker Company, Fuquay-Varina, NC – Did Not Respond
- All American Poly Corp – Did Not Respond
- Base Supply Centers & Express Supply, Lakewood, WA – Did Not Respond
- Interboro Packaging Corporation, Montgomery, NY – Did Not Respond
- Unipak Corp, Brooklyn, NY – Did Not Respond
- W.W. Grainger, Inc. Tri-Cities, WA – Did Not Respond
- Central Poly Corp., Linden, NJ – Did Not Respond

RECOMMENDATION

The Benton County Sheriff's Office recommends awarding the vendor purchasing agreement to Crown Paper & Janitorial Supply Company as the lowest bidder in response to the Invitation to Bid for Paper & Glove Supplies (CB 16-07).

FISCAL IMPACT

Expenditures shall be paid out of appropriate departments from the Sheriff's Office budgets. These estimated costs have been included in the 2017/18 budget process.

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF PROVIDING NOTICE OF AWARD FOR THE PROCUREMENT OF PAPER AND GLOVE SUPPLIES FOR THE BENTON COUNTY BUREAU OF CORRECTIONS AND PATROL (CB 16-07)

WHEREAS, the Board of Benton County Commissioners solicited bids for the procurement of paper and glove supplies for the Benton County Bureau of Corrections and Patrol per Resolution 2016-692; and

WHEREAS, representatives of the Benton County Sheriff's Office received four (4) bids prior to the deadline on October 5, 2016 and opened said bids on October 6, 2016, as provided in the invitation to bid; and

WHEREAS, following companies listed below requested a bid packet with the following results:

- **Crown Paper & Janitorial Supply Company - \$75,054.50, not including WSST**
- **Columbia Basin Paper, Pasco, WA – \$76,937.60, not including WSST**
- **Pacific Office Solutions, Yakima, WA – \$102,107.58, not including WSST**
- **Tronex International, Inc., Mount Olive, NJ - \$14,160.00 - Disqualified for not provide pricing for all items on bid.**
- ePoly Star, Inc., San Leandro, CA – Did Not Respond
- Tri-City Construction Council, Kennewick, WA – Did Not Respond
- ICS Jail Supplies, Inc., Waco, TX – Did Not Respond
- SupplyWorks, Yakima, WA – Did Not Respond
- Business Development Manager – Did Not Respond
- A-Complete Janitorial Supply – Did Not Respond
- Charm-Tex, Brooklyn, NY – Did Not Respond
- Cascade Fire & Safety, Yakima, WA - Declined
- Bob Barker Company, Fuquay-Varina, NC – Did Not Respond
- All American Poly Corp – Did Not Respond
- Base Supply Centers & Express Supply, Lakewood, WA – Did Not Respond
- Interboro Packaging Corporation, Montgomery, NY – Did Not Respond
- Unipak Corp, Brooklyn, NY – Did Not Respond
- W.W. Grainger, Inc. Tri-Cities, WA – Did Not Respond
- Central Poly Corp., Linden, NJ – Did Not Respond

; and

WHEREAS, the representatives of the Benton County Sheriff's Office reviewed the bid proposals and recommends awarding the vendor purchasing agreement to Crown Paper & Janitorial Supply Company, Walla Walla, WA as the lowest responsive bidder; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby has deemed Crown Paper & Janitorial Supply Company to be the lowest responsive bidder for the purchase of paper and glove supplies for the Benton County Bureau of Corrections and Patrol and said bidder shall be required to enter into an Agreement in the form of Exhibit D to the Paper and Glove Supplies Invitation for Bid CB 16-07 within ten (10) days of this notice.

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

Exhibit A

VENDOR BID FORM

PROJECT IDENTIFICATION: Paper and Glove Supplies for the Benton County Bureau of Corrections (Jail) and Patrol

THIS BID SUBMITTED TO: Benton County Bureau of Corrections
Attn: Lisa Small
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336

1. The undersigned Vendor proposes and agrees that if this bid is accepted it will enter into an Agreement with the County in the form reflected in Exhibit D to this Invitation for Bids to supply all items as specified or indicated in the Agreement for the prices and amounts set forth therein.
2. The Vendor accepts all of the terms and conditions of the Invitation for Bids. This bid will remain open for up to 30 days after the day of submission.
3. In submitting this bid, the Vendor represents, as more fully set forth in Exhibit D to the Invitation for Bids, that:
 - a) The Vendor has examined copies of the entire Invitation for Bids, all exhibits thereto, and of the following addenda, if issued. Receipt of addenda is hereby acknowledged:

Date:

Addenda Number:

~~9-23-16~~ ~~2016~~ 2016-692

- b) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham bid; the Vendor has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Vendor has not sought by collusion to obtain for himself any advantage over any other vendor or over the County.
4. The Vendor will provide the products for the prices and amounts as set forth in paragraph 9 below.
5. The Vendor agrees to supply the products in accordance with the terms and conditions set forth in Exhibit D.

Exhibit A

6. The following documents are attached to and must be submitted in order for the bid to be considered:

(a) Affidavit of Non-Collusion.

(b) Anti-Discrimination Certificate.

7. Communications concerning this bid shall be addressed to the address of the Vendor indicated below:

Crown Paper & Janitorial Inc.

100 Avery St.

Walla Walla WA-99362

Phone 1800-358-3227 Fax 509-525-6367

8. The terms used in this bid that are defined in Exhibit D have the meanings assigned to them in Exhibit D.

Line Item	Item	Description	Desired Packaging	Product Code / Item Number	"Estimated" Purchase Amount A	Cost per Desired Packaging B	Total "Approx." Purchase Amount A x B =
1	Toilet tissue	BW54000 Ecosoft Bath Tissue 2Ply 96RLS/500/case sheet size 4-3/8 X 3-3/4 36lbs/case	Case	BW540	1,650	\$ 29.45 ⁰⁰ / _{CS}	\$ 48,592.50
2	Paper towels, multi fold	white; 9.125 x 9.5 in, 250/bndl; 16 bndls/case	Case	BW48300	40	\$ 18.44 ⁰⁰ / _{CS}	\$ 737.60
3	Nitrile gloves / blue / 5 mil / Medical Examination	multiple sizes (S, M, L, XL, 2XL) 10bx/100/case	Case	NITRILE Blue/size	400	\$ 47.50 ⁰⁰ / _{CS}	\$ 19,000.00
4	White roll paper towels	8 inch X 800 feet; large core; 6 rolls/case	Case	BW45700	150	\$ 23.72 ⁰⁰ / _{CS}	\$ 3,558.00
5	Trash bags 33 gal	clear; 250/roll; 25 rolls/case	Case	XW334016CR	96	\$ 20.00 ⁰⁰ / _{CS}	\$ 1,920.00
6	Trash bags 12-16 gal	clear; 1000/roll; 20 rolls/case	Case	XW243308CR	20	\$ 21.68 ⁰⁰ / _{CS}	\$ 433.60
7	2 mil poly tubing	clear; 12 in x 3,000 ft	Roll	KTI-12000	10	\$ 81.28 ⁰⁰	\$ 812.80

\$ 75,054.50

Exhibit A

BASE BID AMOUNT

LUMP SUM (excluding sales tax) \$ 75,054.⁰⁰

LUMP SUM (excluding sales tax), in words seventy five thousand ~~fifty~~ four dollars ~~and~~ ~~no~~ cents

SUBMITTED ON Sept 23, 2016

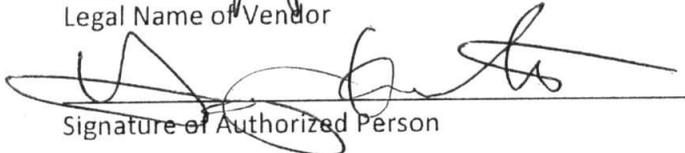
The Vendor by whom this bid is submitted and by whom the Agreement will be entered into, in case this bid is accepted, is a Corporation, Partnership, or Individual doing business at:

100 Avery St.
(STREET)

Walla Walla WA 99362
(CITY) (STATE) (ZIP)

The undersigned hereby certifies and represents to signing this bid on behalf of the Vendor and admits the undersigned is authorized to do so by said Vendor.

Crown Paper and Janitorial Inc.
Legal Name of Vendor


Signature of Authorized Person

President
Title

Exhibit B

AFFIDAVIT OF NON-COLLUSION

STATE OF WASHINGTON
County of Benton

Crown Paper & Janitorial Inc. (Vendor),
being first duly sworn, certifies that the bid above submitted is a genuine bid and not a sham or collusive bid or a bid made in the interest or on behalf of any person not therein named; and it is further certified that the said Vendor has not directly or indirectly induced or solicited any Vendor on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from submitting a bid; and that said Vendor has not in any manner sought by collusion to secure an advantage over other Vendor or Vendors.

Crown Paper & Janitorial Inc.
(Company Name)

[Signature]
(Vendor's Signature)

Doug Hamilton President
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 23rd day of Sept, 2016.

Margaret A Reed

NOTARY PUBLIC in and for the State of Wash,
residing at Walla Walla

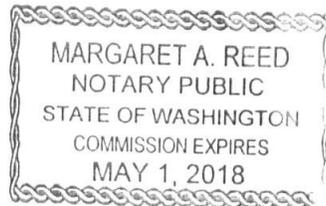


Exhibit C

ANTI-DISCRIMINATION CERTIFICATE

STATE OF WASHINGTON
County of Benton

The Vendor hereby stipulates that no person shall be discriminated against in the bidding of the supplies and/or materials herein and that the Vendor shall not refuse employment to any person related to this Agreement because of such person's race, creed, color, sex, sexual orientation, handicap or national origin. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

Crown Paper & Sanitary Inc.
(Company Name)

Doug Hamilton
(Vendor's Signature)

Doug Hamilton President
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 23rd day of Sept, 2016.

Margaret A Reed

NOTARY PUBLIC in and for the State of WA
residing at Walla Walla

MARGARET A. REED
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
MAY 1, 2018

Exhibit A

VENDOR BID FORM

PROJECT IDENTIFICATION: Paper and Glove Supplies for the Benton County Bureau of Corrections (Jail) and Patrol

THIS BID SUBMITTED TO: Benton County Bureau of Corrections
Attn: Lisa Small
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336

1. The undersigned Vendor proposes and agrees that if this bid is accepted it will enter into an Agreement with the County in the form reflected in Exhibit D to this Invitation for Bids to supply all items as specified or indicated in the Agreement for the prices and amounts set forth therein.
2. The Vendor accepts all of the terms and conditions of the Invitation for Bids. This bid will remain open for up to 30 days after the day of submission.
3. In submitting this bid, the Vendor represents, as more fully set forth in Exhibit D to the Invitation for Bids, that:
 - a) The Vendor has examined copies of the entire Invitation for Bids, all exhibits thereto, and of the following addenda, if issued. Receipt of addenda is hereby acknowledged:

Date:

Addenda Number:

- b) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham bid; the Vendor has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Vendor has not sought by collusion to obtain for himself any advantage over any other vendor or over the County.
4. The Vendor will provide the products for the prices and amounts as set forth in paragraph 9 below.
5. The Vendor agrees to supply the products in accordance with the terms and conditions set forth in Exhibit D.

Exhibit A

6. The following documents are attached to and must be submitted in order for the bid to be considered:

(a) Affidavit of Non-Collusion.

(b) Anti-Discrimination Certificate.

7. Communications concerning this bid shall be addressed to the address of the Vendor indicated below:

COLUMBIA BASIN PAPER & SUPPLY

515 W. COLUMBIA STREET

PASCO, WASHINGTON 99301

Phone 547-3141 Fax 547-2132

8. The terms used in this bid that are defined in Exhibit D have the meanings assigned to them in Exhibit D.

e n	Item	Description	Desired Packaging	Product Code / Item Number	"Estimated" Purchase Amount A	Cost per Desired Packaging B	Total "Approx." Purchase Amount A x B =
	Toilet tissue	BW54000 Ecosoft Bath Tissue 2Ply 96RLS/500/case 4.4 x 3.75 sheet size 4-3/8 X 3-3/4 36lbs/case	Case	#10-013	1,650	\$ 29.30 -	\$ 48,345.00-
	Paper towels, multi fold	white; 9.125 x 9.5 in, 250/bndl; 16 bndls/case 12/334	Case	#30-001	40	\$ 20.20 -	\$ 808.00 -
	Nitrile gloves / blue / 5 mil / Medical Examination	multiple sizes (S, M, L, XL, 2XL) 10bx/100/case	Case	#8644	400	\$ 53.50 -	\$ 21,400.00-
	White roll paper towels	8 inch X 800 feet; large core; 6 rolls/case	Case	#40-507	150	\$ 21.00 -	\$ 3,150.00-
	Trash bags 33 gal	clear; 250/roll; 25 rolls/case	Case	#MR33403	96	\$ 19.60 -	\$ 1,881.60-
	Trash bags 12-16 gal	clear; 1000/roll; 20 rolls/case	Case	#MR24330	20	\$ 25.15 -	\$ 503.00-
	2 mil poly tubing	clear; 12 in x 3,000 ft	Roll	#T1-12020	10	\$ 85.00 -	\$ 850.00 -

\$ 76,937.60-

Exhibit B

AFFIDAVIT OF NON-COLLUSION

STATE OF WASHINGTON
County of Benton

COLUMBIA BASIN PAPER & SUPPLY (Vendor),
being first duly sworn, certifies that the bid above submitted is a genuine bid and not a sham or collusive bid or a bid made in the interest or on behalf of any person not therein named; and it is further certified that the said Vendor has not directly or indirectly induced or solicited any Vendor on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from submitting a bid; and that said Vendor has not in any manner sought by collusion to secure an advantage over other Vendor or Vendors.

COLUMBIA BASIN PAPER & SUPPLY
(Company Name)

R. T. Hastings
(Vendor's Signature)

REGAN HASTINGS - PRES.
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 4th day of Oct, 2016.

[Signature]

NOTARY PUBLIC in and for the State of WA
residing at Kennelworth

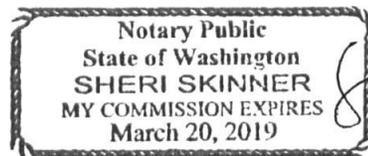


Exhibit C

ANTI-DISCRIMINATION CERTIFICATE

STATE OF WASHINGTON
County of Benton

The Vendor hereby stipulates that no person shall be discriminated against in the bidding of the supplies and/or materials herein and that the Vendor shall not refuse employment to any person related to this Agreement because of such person's race, creed, color, sex, sexual orientation, handicap or national origin. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

COLUMBIA BASIN PAPER & SUPPLY

(Company Name)

R.T. Hastings
(Vendor's Signature)

REGAN HASTINGS - PRES.

(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 4th day of Oct, 2016.

[Signature]
NOTARY PUBLIC in and for the State of WA
residing at Kennewick

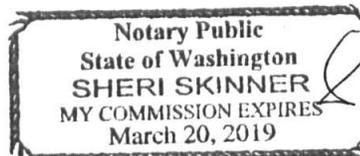


Exhibit A

VENDOR BID FORM

PROJECT IDENTIFICATION: Paper and Glove Supplies for the Benton County Bureau of Corrections (Jail) and Patrol

THIS BID SUBMITTED TO: Benton County Bureau of Corrections
Attn: Lisa Small
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336

1. The undersigned Vendor proposes and agrees that if this bid is accepted it will enter into an Agreement with the County in the form reflected in Exhibit D to this Invitation for Bids to supply all items as specified or indicated in the Agreement for the prices and amounts set forth therein.
2. The Vendor accepts all of the terms and conditions of the Invitation for Bids. This bid will remain open for up to 30 days after the day of submission.
3. In submitting this bid, the Vendor represents, as more fully set forth in Exhibit D to the Invitation for Bids, that:
 - a) The Vendor has examined copies of the entire Invitation for Bids, all exhibits thereto, and of the following addenda, if issued. Receipt of addenda is hereby acknowledged:

Date: _____ Addenda Number: _____
n/A *n/A*

- b) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham bid; the Vendor has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Vendor has not sought by collusion to obtain for himself any advantage over any other vendor or over the County.
4. The Vendor will provide the products for the prices and amounts as set forth in paragraph 9 below.
5. The Vendor agrees to supply the products in accordance with the terms and conditions set forth in Exhibit D.

Exhibit A

6. The following documents are attached to and must be submitted in order for the bid to be considered:

(a) Affidavit of Non-Collusion.

(b) Anti-Discrimination Certificate.

7. Communications concerning this bid shall be addressed to the address of the Vendor indicated below:

Pacific Office Solutions, LLC

1115 W. Lincoln Ave Suite 107B

Yakima WA 98902

Phone (509) 452-1993 Fax (509) 452-1836

8. The terms used in this bid that are defined in Exhibit D have the meanings assigned to them in Exhibit D.

Line Item	Item	Description	Desired Packaging	Product Code / Item Number	"Estimated" Purchase Amount A	Cost per Desired Packaging B	Total "Approx." Purchase Amount A x B =
1	Toilet tissue	BW54000 Ecosoft Bath Tissue 2Ply 96RLS/500/case sheet size 4-3/8 X 3-3/4 36lbs/case	Case	BWK20green	1,650	\$ 46.72	\$ 77,088.00
2	Paper towels, multi fold	white; 9.125 x 9.5 in, 250/bndl; 16 bndls/case	Case	gen1509	40	\$ 20.14	\$ 805.60
3	Nitrile gloves / blue / 5 mil / Medical Examination	multiple sizes (S, M, L, XL, 2XL) 10bx/100/case	Case	BWK382meT	400	\$ 41.84	\$ 16,736.00
4	White roll paper towels	8 inch X 800 feet; large core; 6 rolls/case	Case	gen8x800H WTWH	150	\$ 21.87	\$ 3,280.50
5	Trash bags 33 gal	clear; 250/roll; 25 rolls/case	Case	BWK334016	96	\$ 22.98	\$ 2,206.08
6	Trash bags 12-16 gal	clear; 1000/roll; 20 rolls/case	Case	BWK243306	20	\$ 21.73	\$ 434.60
7	2 mil poly tubing	clear; 12 in x 3,000 ft	Roll	S-1118	10	\$ 155.68	\$ 1,556.80

\$ 102,107.58

Exhibit A

BASE BID AMOUNT

LUMP SUM (excluding sales tax) \$ 102,107.58

LUMP SUM (excluding sales tax), in words One hundred Two thousand, One hundred seven and fifty eight cents

SUBMITTED ON 10-4-16, 2016

The Vendor by whom this bid is submitted and by whom the Agreement will be entered into, in case this bid is accepted, is a Corporation, Partnership, or Individual doing business at:

1115 W. Lincoln Ave Suite 107B
(STREET)

Yakima, WA 98902
(CITY) (STATE) (ZIP)

The undersigned hereby certifies and represents to signing this bid on behalf of the Vendor and admits the undersigned is authorized to do so by said Vendor.

Pacific Office Solutions
Legal Name of Vendor

Michelle Sanchez
Signature of Authorized Person

Account Manager
Title

Exhibit B

AFFIDAVIT OF NON-COLLUSION

STATE OF WASHINGTON
County of Benton

Pacific Office Solutions, LLC (Vendor),
being first duly sworn, certifies that the bid above submitted is a genuine bid and not a sham or collusive bid or a bid made in the interest or on behalf of any person not therein named; and it is further certified that the said Vendor has not directly or indirectly induced or solicited any Vendor on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from submitting a bid; and that said Vendor has not in any manner sought by collusion to secure an advantage over other Vendor or Vendors.

Pacific Office Solutions, LLC
(Company Name)

[Handwritten Signature]
(Vendor's Signature)

Julie Valdez, Owner
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 4th day of October, 2016.

[Handwritten Signature]
NOTARY PUBLIC in and for the State of WA,
residing at Yakima

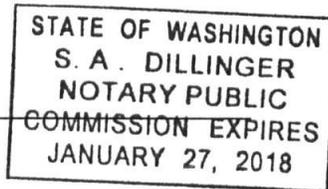


Exhibit C

ANTI-DISCRIMINATION CERTIFICATE

STATE OF WASHINGTON
County of Benton

The Vendor hereby stipulates that no person shall be discriminated against in the bidding of the supplies and/or materials herein and that the Vendor shall not refuse employment to any person related to this Agreement because of such person's race, creed, color, sex, sexual orientation, handicap or national origin. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

Pacific Office Solutions, LLC
(Company Name)

[Handwritten Signature]
(Vendor's Signature)

Julie Valdez, OWNER
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 4th day of October, 2016.

[Handwritten Signature]

STATE OF WASHINGTON
S. A. DILLINGER
NOTARY PUBLIC
COMMISSION EXPIRES
JANUARY 27, 2018

NOTARY PUBLIC in and for the State of WA,
residing at Yakima

Exhibit A

VENDOR BID FORM

PROJECT IDENTIFICATION: Paper and Glove Supplies for the Benton County Bureau of Corrections (Jail) and Patrol

THIS BID SUBMITTED TO: Benton County Bureau of Corrections
Attn: Lisa Small
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336

1. The undersigned Vendor proposes and agrees that if this bid is accepted it will enter into an Agreement with the County in the form reflected in Exhibit D to this Invitation for Bids to supply all items as specified or indicated in the Agreement for the prices and amounts set forth therein.
2. The Vendor accepts all of the terms and conditions of the Invitation for Bids. This bid will remain open for up to 30 days after the day of submission.
3. In submitting this bid, the Vendor represents, as more fully set forth in Exhibit D to the Invitation for Bids, that:
 - a) The Vendor has examined copies of the entire Invitation for Bids, all exhibits thereto, and of the following addenda, if issued. Receipt of addenda is hereby acknowledged:

Date: Addenda Number:

_____ N/A _____

- b) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham bid; the Vendor has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Vendor has not sought by collusion to obtain for himself any advantage over any other vendor or over the County.
4. The Vendor will provide the products for the prices and amounts as set forth in paragraph 9 below.
5. The Vendor agrees to supply the products in accordance with the terms and conditions set forth in Exhibit D.

Exhibit A

6. The following documents are attached to and must be submitted in order for the bid to be considered:

(a) Affidavit of Non-Collusion.

(b) Anti-Discrimination Certificate.

7. Communications concerning this bid shall be addressed to the address of the Vendor indicated below:

Tronex International, Inc

Attn: Damian Kalabratzidis

300 International Drive,

Mount Olive, NJ 07828

Phone 800-833-1181 x213 Fax 973-402-2219

8. The terms used in this bid that are defined in Exhibit D have the meanings assigned to them in Exhibit D.

Line Item	Item	Description	Desired Packaging	Product Code / Item Number	"Estimated" Purchase Amount A	Cost per Desired Packaging B	Total "Approx." Purchase Amount A x B =
1	Toilet tissue	BW54000 Ecosoft Bath Tissue 2Ply 96RLS/500/case sheet size 4-3/8 X 3-3/4 36lbs/case	Case		1,650	\$ -	\$ -
2	Paper towels, multi fold	white; 9.125 x 9.5 in, 250/bndl; 16 bndls/case	Case		40	\$ -	\$ -
3	Nitrile gloves / blue / 5 mil / Medical Examination	multiple sizes (S, M, L, XL, 2XL) 10bx/100/case	Case	Tronex 9010	400	\$ \$35.40 -	\$ 14,160.00 -
4	White roll paper towels	8 inch X 800 feet; large core; 6 rolls/case	Case		150	\$ -	\$ -
5	Trash bags 33 gal	clear; 250/roll; 25 rolls/case	Case		96	\$ -	\$ -
6	Trash bags 12-16 gal	clear; 1000/roll; 20 rolls/case	Case		20	\$ -	\$ -
7	2 mil poly tubing	clear; 12 in x 3,000 ft	Roll		10	\$ -	\$ -

\$ 14,160.00 -

Tronex SKU 9010 (S-XL) \$35.40/case. Prices are fixed for the 12 months of the contract, include shipping and based on Net 30 days terms. Requires a minimum order quantity of 40 cases of mixed sizes. Individual Tronex cases cannot be split

Exhibit A

BASE BID AMOUNT

LUMP SUM (excluding sales tax) \$ 14,160.00

LUMP SUM (excluding sales tax), In words Fourteen Thousand One Hundred Sixty

SUBMITTED ON September 29, 2016

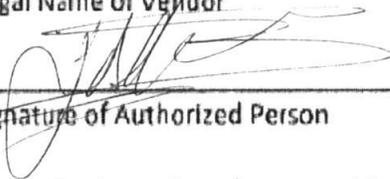
The Vendor by whom this bid is submitted and by whom the Agreement will be entered into, in case this bid is accepted, is a Corporation, Partnership, or Individual doing business at:

300 International Drive
(STREET)

Mount Olive, NJ 07828
(CITY) (STATE) (ZIP)

The undersigned hereby certifies and represents to signing this bid on behalf of the Vendor and admits the undersigned is authorized to do so by said Vendor.

Tronex International, Inc
Legal Name of Vendor


Signature of Authorized Person

Business Development Manager
Title

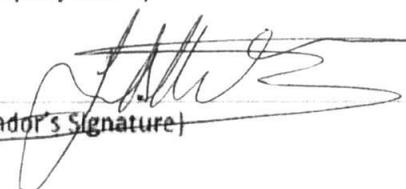
Exhibit B

AFFIDAVIT OF NON-COLLUSION

STATE OF WASHINGTON
County of Benton

Damian Kalabratzidis (Vendor),
being first duly sworn, certifies that the bid above submitted is a genuine bid and not a sham or collusive bid or a bid made in the interest or on behalf of any person not therein named; and it is further certified that the said Vendor has not directly or indirectly induced or solicited any Vendor on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from submitting a bid; and that said Vendor has not in any manner sought by collusion to secure an advantage over other Vendor or Vendors.

Tronex International, Inc
(Company Name)


(Vendor's Signature)

Damian Kalabratzidis, Business Development Manager
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 29th day of September, 2016.



NOTARY PUBLIC in and for the State of NJ,
residing at Morris County

ERIC F MEICHSNER
ID # 2886622
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires June 15, 2019

Exhibit C

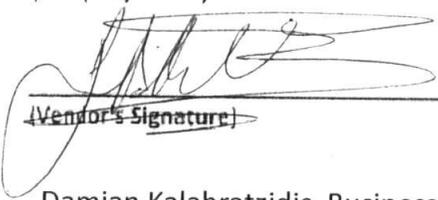
ANTI-DISCRIMINATION CERTIFICATE

STATE OF WASHINGTON
County of Benton

The Vendor hereby stipulates that no person shall be discriminated against in the bidding of the supplies and/or materials herein and that the Vendor shall not refuse employment to any person related to this Agreement because of such person's race, creed, color, sex, sexual orientation, handicap or national origin. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

Tronex International, Inc

(Company Name)



(Vendor's Signature)

Damian Kalabratzidis, Business Development Manager
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 29th day of September, 2016.



NOTARY PUBLIC In and for the State of NJ
residing at Morris County

ERIC F MEICHSNER
ID # 2386622
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires June 15, 2019

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>Oct. 18, 2016</u>	Execute Contract	_____
Subject: <u>Notice of Lowest Bidder for Purchase of Jail Chemicals & Janitorial Supplies – CB 16-08</u>	Pass Resolution	<u> X </u>
Prepared by: <u>L. Small</u>	Pass Ordinance	_____
Reviewed by:	Pass Motion	_____
	Other	_____
	Consent Agenda	<u> X </u>
	Public Hearing	_____
	1st Discussion	_____
	2nd Discussion	_____
	Other	_____

BACKGROUND INFORMATION/ SUMMARY

The Board of Benton County Commissioners solicited bids for the procurement of Jail Chemicals and Janitorial Supplies (CB 16-08) per Resolution 2016-690.

Representatives of the Benton County Sheriff's Office received one (1) bid prior to October 5, 2016 and opened said bid on October 6, 2016, as provided in the invitation to bid.

Companies listed below requested a bid packet with the following results:

- **Crown Paper & Janitorial Supply Company - \$43,278.20 (\$43,278.06 as corrected), not including WSST**
- ePoly Star, Inc., San Leandro, CA – Did Not Respond
- Tri-City Construction Council, Kennewick, WA – Did Not Respond
- ICS Jail Supplies, Inc., Waco, TX – Did Not Respond
- Uniform Manufacturing, Inc. – Did Not Respond
- SupplyWorks, Yakima, WA – Did Not Respond
- Business Development Manager – Did Not Respond
- Pyramid School Products – Did Not Respond
- A-Complete Janitorial Supply – Did Not Respond
- Charm-Tex, Brooklyn, NY – Did Not Respond
- Onvia, Seattle, WA – Did Not Respond
- Bob Barker Company, Fuquay-Varina, NC – Did Not Respond
- All American Poly Corp – Did Not Respond
- Base Supply Centers & Express Supply, Lakewood, WA – Did Not Respond
- Pacific Office Solutions, Yakima, WA – Did Not Respond
- Ecolab, St. Paul, MN – Did Not Respond
- Columbia Basin Paper, Pasco, WA – Did Not Respond
- Interboro Packaging Corporation, Montgomery, NY – Did Not Respond
- Unipak Corp, Brooklyn, NY – Did Not Respond
- W.W. Grainger, Inc. Tri-Cities, WA – Did Not Respond
- Central Poly Corp., Linden, NJ – Did Not Respond
- Sysco Seattle, Inc., Seattle, WA – Declined

RECOMMENDATION

The Benton County Sheriff's Office recommends awarding the vendor purchasing agreement to Crown Paper & Janitorial Supply Company as the only bidder in response to the Invitation to Bid for Jail Chemicals & Janitorial Supplies (CB 16-08).

FISCAL IMPACT

Expenditures shall be paid out of Sheriff Custody budget. These estimated costs have been included in the 2017/18 budget process.

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF PROVIDING NOTICE OF AWARD FOR THE PROCUREMENT OF JAIL CHEMICALS AND JANITORIAL SUPPLIES FOR THE BENTON COUNTY BUREAU OF CORRECTIONS (CB 16-08)

WHEREAS, the Board of Benton County Commissioners solicited bids for the procurement of jail chemicals and janitorial supplies per Resolution 2016-690; and

WHEREAS, representatives of the Benton County Sheriff's Office received one (1) bid prior to October 5, 2016 and opened said bid on October 6, 2016, as provided in the invitation to bid; and

WHEREAS, following companies listed below requested a bid packet with the following results:

- Crown Paper & Janitorial Supply Company, Walla Walla, WA - \$43,278.20 (\$43,278.06 as corrected), not including WSST
- ePoly Star, Inc., San Leandro, CA – Did Not Respond
- Tri-City Construction Council, Kennewick, WA – Did Not Respond
- ICS Jail Supplies, Inc., Waco, TX – Did Not Respond
- Uniform Manufacturing, Inc. – Did Not Respond
- SupplyWorks, Yakima, WA – Did Not Respond
- Business Development Manager – Did Not Respond
- Pyramid School Products – Did Not Respond
- A-Complete Janitorial Supply – Did Not Respond
- Charm-Tex, Brooklyn, NY – Did Not Respond
- Onvia, Seattle, WA – Did Not Respond
- Bob Barker Company, Fuquay-Varina, NC – Did Not Respond
- All American Poly Corp – Did Not Respond
- Base Supply Centers & Express Supply, Lakewood, WA – Did Not Respond
- Pacific Office Solutions, Yakima, WA – Did Not Respond
- Ecolab, St. Paul, MN – Did Not Respond
- Columbia Basin Paper, Pasco, WA – Did Not Respond
- Interboro Packaging Corporation, Montgomery, NY – Did Not Respond
- Unipak Corp, Brooklyn, NY – Did Not Respond
- W.W. Grainger, Inc. Tri-Cities, WA – Did Not Respond
- Central Poly Corp., Linden, NJ – Did Not Respond
- Sysco Seattle, Inc., Seattle, WA – Declined

; and

WHEREAS, the representatives of the Benton County Sheriff's Office reviewed the bid proposal and recommend awarding the vendor purchasing agreement to Crown Paper & Janitorial Supply Company, Walla Walla, WA as the sole responsive bidder; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby has deemed Crown Paper & Janitorial Supply Company to be the sole bidder for the purchase of jail chemicals and janitorial supplies for the Benton County Bureau of Corrections and said bidder shall be required to enter into an Agreement in the form of Exhibit D to the Jail Chemical and Janitorial Supplies Invitation for Bid CB 16-08 within ten (10) days of this notice.

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

5. The Vendor agrees to supply the products in accordance with the terms and conditions set forth in Exhibit D.

Exhibit A

6. The following documents are attached to and must be submitted in order for the bid to be considered:

(a) Affidavit of Non-Collusion.

(b) Anti-Discrimination Certificate.

7. Communications concerning this bid shall be addressed to the address of the Vendor indicated below:

Crown Paper & Sanitorial Inc
100 Avery St.
Walla Walla WA 99362

Phone 509-529-4561 Fax 509-525-6367

8. The terms used in this bid that are defined in Exhibit D have the meanings assigned to them in Exhibit D.

LAUNDRY CHEMICALS

Line Item	Item	Description	Packaging	Brand Name	Product Code / Item Number	Active Ingredient Percentage	Oz. Per Load	"Estimated" Quantity of Preferred Packaging (A)	Price per Packaging (B)	"Estimated" Total (A x B) =
1	Concentrated Liquid Laundry Detergent - 100 Lb. Load Machine 16% - 20% Active Ingredient	Must contain hard water tolerants; able to be used in automated dispensing system in both large and small washing machines.	55 Gallon Drum	Crystal Clean	FCC-55	18%	4oz	20	\$710.48 or	\$14,209.60
2	Liquid Oxygenated Bleach - 100 Lb. Load Machine 34% Oxygenated Bleach	color-safe for all fabrics; able to be used in automated dispensing system in both large and small washing machines	55 Gallon Drum	20 p/sab All Brite	20 p/sab 55	34%	3oz	20	\$361.63	\$7232.60
3	Concentrated Liquid Laundry Detergent - 3.5 Cubic Feet Washing Machine 16% - 20% Active Ingredient	Must contain hard water tolerants; able to be used in residential size washing machines.	5 Gallon Pail	Crystal Clean	FCC-5	18%	1/2oz	10	\$76.11	\$761.10
4	Liquid Oxygenated Bleach - 3.5 Cubic Feet Washing Machine 34% Oxygenated Bleach	color-safe for all fabrics; able to be used in residential size washing machines.	5 Gallon Pail	All Brite	20 WNA B5	34%	1/2oz	10	\$69.23	\$692.30
Subtotal for Laundry Chemical										22895.60

JANITORIAL SUPPLIES

Line Item	Item	Description	Packaging	Brand Name	Product Code / Item Number	"Estimated" Quantity of Preferred Packaging (A)	Price Per Packaging (B)	"Estimated" Total (A x B) =
5	General Cleaner	Quart'r Packs Extra Strength Cleaner (Green)	Case 4 Pk/80/CS	Stearns	ST-680	40	\$103.80	\$4152
6	Disinfectant	Quart'r Packs Powdered Detergent Disinfectant (Red)	Case 4 Pk/125/CS	Stearns	ST-690	40	\$144.76	\$5790.40
7	Floor Cleaner	GS Neutral Floor Cleaner (Yellow)	Case 72/2oz per/CS for 2-3 Gal Buckets	Stearns	ST-846	70	\$33.40	\$2,338
8	Bottle - General Cleaner	Quart'r Packs Extra Strength Cleaner Large Mouth Bottle - (Green)	each	Stearns	ST9680	20	\$2.40	\$48.00
9	Bottle - Disinfectant Bottle	Quart'r Packs Disinfectant Large Mouth Bottle - (Red)	each	Stearns	ST9690	20	\$2.40	\$48.00

Line Item	Item	Description	Packaging	Brand Name	Product Code / Item Number	"Estimated" Quantity of Preferred Packaging (A)	Price Per Packaging (B)	"Estimated" Total (A x B) =
10	Spray Head for General Cleaner Bottle	Green/White Spray Head for Large Mouth Spray Bottle	each	Stearns	ST-ZS-0550	20	\$1.50	\$30.00
11	Spray Head for Disinfectant Bottle	Red/White Spray Head for Large Mouth Bottle	each	Stearns	ST-ZS-0570	20	\$1.50	\$30.00
12	Floor Finish	Slip-resistant poly shield, water-based, emulsion-type, metal-interlocked, urethane - fortified, acrylic copolymer floor finish. Minimal maintenance, maintained with weekly high speed burnishing. For high traffic areas. Dries to a high gloss. Levels with no streaks or mop trails. Re-coats and blends well with existing coats. Retains gloss and possesses excellent resistance to scuffs and black heel marks.	5 Gallon Pail	Walter Nelson SPECIFIC	FC Spec-5	20	\$64.03	\$1,280.60
13	Floor Stripper <i>Cold water stripper</i>	Must be able to remove finish from a variety of floor surfaces, including tile and asphalt. Must rinse with water and not require a neutralizer.	Case 4x1Gal/Case	Walter Nelson Implosion	FC Implosion	20	\$48.35	\$967.00
14	Floor Maintainer	Snap Back Buffing (Flooring)	Case 4x1Gal/Case <i>12/9/02</i>	Walter Nelson mist & shine	FC MSQ	20	\$59.04	\$1,180.80
15	Hand Soap Dispensers	<i>3002</i> Foamy Dispensers - Black <i>gray Bulk Foam Disp</i>	each	Impact 9336	Im9336	12	\$16.78	\$201.36
16	Foaming Hand Soap	one gallon container; use current dispenser (See note A below)	Case 4x1Gal/Case	Walter Nelson FC Foamy	FC Foamy	40	\$48.08	\$1,923.20
17	Floor Buffing/Stripping Pads - 17" White	White Polishing Pad 17" (5/pk)	Package 5/PK	Americo AM17WH	AM17WH	10	\$13.79	\$137.90
18	Floor Buffing/Stripping Pads - Red	Red Buffing Pad 17" (5/pk)	Package 5/PK	Americo AM17RD	AM17RD	10	\$13.79	\$137.90
19	Floor Buffing/Stripping Pads - Black	Black Strip Pad 17" (5/pk)	Package 5/PK	Americo AM17RD	AM17RD	10	\$13.79	\$137.90

First 20 AT/N/C
First 20 AT/N/C
After that 1.50 each

5/6
1,923.20

Line Item	Item	Description	Packaging	Brand Name	Product Code / Item Number	"Estimated" Quantity of Preferred Packaging (A)	Price Per Packaging (B)	"Estimated" Total (A x B) =
20	Floor Polishing Pads - White	White Polishing Pad 20" (5/pk)	Package 5/PK	Americo	ANDOWT	10	\$17.92 _{CS}	\$179.20
21	Dishwashing Liquid	Dawn Ultra Antibacterial Hand Soap - 21.6 FL oz. 34.2oz Bottle	each	Dawn	91695CT	200	\$5.62 _{EA}	\$1,124
22	Scouring Powder	28 oz. Cleanser (12 per case) AJAX 21oz	Case 24/Case	AJAX	CPL14278	20	\$27.88 _{CS}	\$557.60
23	Bar Towel	Green Striped Bar Towel, 16 x 19, 100% High Grade Cotton, White w/Green Stripe - Length 19in - Width 16in - 12/Dozen	Dozen 12/Dozen	Bar Towel Green STRIP	Bar Towel Green Strip	20	\$5.93 _{DOZ}	\$118.60
Subtotal for Janitorial Supplies								\$20,382.26

S/B - 20,382.46
Total - \$43,278.06

Exhibit A

BASE BID AMOUNT

LUMP SUM (excluding sales tax) \$

Laundry & Janitorial supplies 43,278.20 (#43,278.06) ^{as corrected}

LUMP SUM (excluding sales tax), in words forty three thousand two hundred seventy eight and 20/100

SUBMITTED ON 9-23-16, 2016

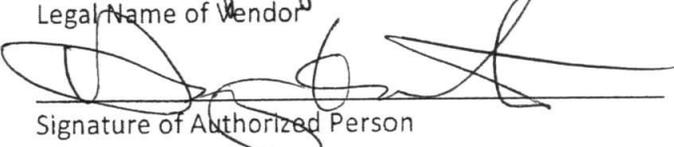
The Vendor by whom this bid is submitted and by whom the Agreement will be entered into, in case this bid is accepted, is a Corporation, Partnership, or Individual doing business at:

100 Avery St.
(STREET)

Walla Walla WA. 99362.
(CITY) (STATE) (ZIP)

The undersigned hereby certifies and represents to signing this bid on behalf of the Vendor and admits the undersigned is authorized to do so by said Vendor.

Crown Paper and Janitorial Inc.
Legal Name of Vendor


Signature of Authorized Person

President
Title

Exhibit B

AFFIDAVIT OF NON-COLLUSION

STATE OF WASHINGTON
County of Benton

Crown Paper and Janitorial, (Vendor),
being first duly sworn, certifies that the bid above submitted is a genuine bid and not a sham or
collusive bid or a bid made in the interest or on behalf of any person not therein named; and it is
further certified that the said Vendor has not directly or indirectly induced or solicited any Vendor
on the above work or supplies to put in a sham bid, or any other person or corporation to refrain
from submitting a bid; and that said Vendor has not in any manner sought by collusion to secure
an advantage over other Vendor or Vendors.

Crown Paper & Janitorial Inc
(Company Name)

Doug Hamilton
(Vendor's Signature)

Doug Hamilton President
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 23rd day of Sept, 2016.

Margaret Reed

NOTARY PUBLIC in and for the State of WA
residing at Walla Walla

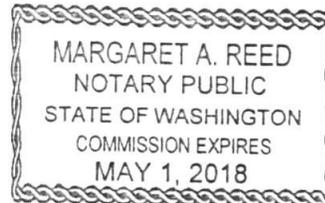


Exhibit C

ANTI-DISCRIMINATION CERTIFICATE

STATE OF WASHINGTON
County of Benton

The Vendor hereby stipulates that no person shall be discriminated against in the bidding of the supplies and/or materials herein and that the Vendor shall not refuse employment to any person related to this Agreement because of such person's race, creed, color, sex, sexual orientation, handicap or national origin. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

Crown Paper & Janitorial Inc.
(Company Name)

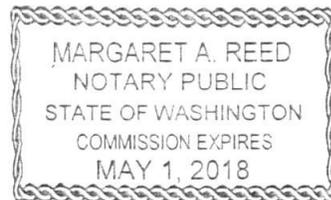
Doug Hamilton
(Vendor's Signature)

Doug Hamilton president
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 23rd day of Sept, 2016.

Margaret Reed

NOTARY PUBLIC in and for the State of WA,
residing at Walla Walla



<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>Oct. 18, 2016</u>	Execute Contract	_____
Subject: <u>Notice of Lowest Bidder for Purchase of Inmate Supplies – CB 16-09</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

The Board of Benton County Commissioners solicited bids for the procurement of Inmate Supplies for the Benton County Bureau of Corrections (CB 16-09) per Resolution 2016-693.

Representatives of the Benton County Sheriff's Office received two (2) bids on October 5, 2016 and opened the two (2) bids on October 6, 2016, as provided in the invitation to bid.

Companies listed below requested a bid packet with the following results:

- **Bob Barker Company, Inc., Fuquay-Varina, NC - \$15,065.29 (\$30,097.10 as corrected), not including WSST**
- **ICS Jail Supplies, Inc., Waco, TX – \$43,618.24, not including WSST**
- Tri-City Construction Council, Kennewick, WA – Did Not Respond
- Charm-Tex, Brooklyn, NY – Did Not Respond
- Base Supply Centers & Express Supply, Lakewood, WA – Did Not Respond
- Pacific Office Solutions, Yakima, WA – Did Not Respond
- W.W. Grainger, Inc. Tri-Cities, WA – Did Not Respond
- Vinyl Products Mfg., - Did Not Respond
- Comade, Inc., Santa Ana, CA – Did Not Respond

Bob Barker Company submitted a bid proposal in the amount of \$15,065.29; which contained calculation errors, but after recalculating and getting the correct final sum, Bob Barker Company still was the lowest bidder.

RECOMMENDATION

The Benton County Sheriff's Office recommends awarding the vendor purchasing agreement to Bob Barker Company, Inc., Fuquay-Varina, NC as the lowest bidder to the Invitation to Bid for Inmate Supplies for the Benton County Bureau of Corrections (CB 16-09).

FISCAL IMPACT

Expenditures shall be paid out of Sheriff Custody budget. These estimated costs have been included in the 2017/18 budget process.

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF PROVIDING NOTICE OF AWARD FOR THE PROCUREMENT OF INMATE SUPPLIES FOR THE BENTON COUNTY BUREAU OF CORRECTIONS (CB 16-09)

WHEREAS, the Board of Benton County Commissioners solicited bids for the procurement of inmate supplies per Resolution 2016-693; and

WHEREAS, representatives of the Benton County Sheriff's Office received two (2) bids on October 5, 2016 and opened two (2) bid on October 6, 2016, as provided in the invitation to bid; and

WHEREAS, following companies listed below requested a bid packet with the following results:

- **Bob Barker Company, Inc., Fuquay-Varina, NC - \$15,065.29 (\$30,097.10 as corrected), not including WSST**
- **ICS Jail Supplies, Inc., Waco, TX – \$43,618.24, not including WSST**
- Tri-City Construction Council, Kennewick, WA – Did Not Respond
- Charm-Tex, Brooklyn, NY – Did Not Respond
- Base Supply Centers & Express Supply, Lakewood, WA – Did Not Respond
- Pacific Office Solutions, Yakima, WA – Did Not Respond
- W.W. Grainger, Inc. Tri-Cities, WA – Did Not Respond
- Vinyl Products Mfg., Inc., Carson City, NV - Did Not Respond
- Comade, Inc., Santa Ana, CA – Did Not Respond

; and

WHEREAS, Bob Barker Company, Inc. submitted a bid proposal in the amount of \$15,065.29, which contained calculation errors, but after recalculating and getting the correct final sum, Bob Barker Company still was the lowest bidder; and

WHEREAS, the representatives of the Benton County Sheriff's Office reviewed the bid proposals thoroughly and recommends awarding the vendor purchasing agreement to Bob Barker Company, Inc.; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby has deems Bob Barker Company, Inc., Fuquay-Varina, NC to be the lowest bidder for the purchase of inmate supplies for the Benton County Bureau of Corrections and said bidder shall be required to enter into an Agreement in the form of Exhibit D to the Inmate Supplies Invitation for Bid CB 16-09 within ten (10) days of this notice.

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

Exhibit A

VENDOR BID FORM

PROJECT IDENTIFICATION: Inmate Supplies for the Benton County Bureau of Corrections (Jail)

THIS BID SUBMITTED TO: Benton County Bureau of Corrections
Attn: Lisa Small
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336

1. The undersigned Vendor proposes and agrees that if this bid is accepted it will enter into an Agreement with the County in the form reflected in Exhibit D to this Invitation for Bids to supply all items as specified or indicated in the Agreement for the prices and amounts set forth therein.
2. The Vendor accepts all of the terms and conditions of the Invitation for Bids. This bid will remain open for up to 30 days after the day of submission.
3. In submitting this bid, the Vendor represents, as more fully set forth in Exhibit D to the Invitation for Bids, that:
 - a) The Vendor has examined copies of the entire Invitation for Bids, all exhibits thereto, and of the following addenda, if issued. Receipt of addenda is hereby acknowledged:

Date:

Addenda Number:

_____ N/A _____

- b) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham bid; the Vendor has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Vendor has not sought by collusion to obtain for himself any advantage over any other vendor or over the County.
4. The Vendor will provide the products for the prices and amounts as set forth in paragraph 9 below.
5. The Vendor agrees to supply the products in accordance with the terms and conditions set forth in Exhibit D.

Exhibit A

6. The following documents are attached to and must be submitted in order for the bid to be considered:

(a) Affidavit of Non-Collusion.

(b) Anti-Discrimination Certificate.

7. Communications concerning this bid shall be addressed to the address of the Vendor indicated below:

Bob Barber Company, Inc

134 N. main Street

Fugate - Virginia NC 27526

Phone 919 346-2172 Fax 800 322 7537

8. The terms used in this bid that are defined in Exhibit D have the meanings assigned to them in Exhibit D.

Line Item	Item	Description	Qty per Case/Doz/Bndl	Product Code / Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
1	Toenail clippers no file	all metal, no file	C12	TC12	720	\$.57	\$ 6.84
2	Fingernail clippers no file	all metal, no file, 2 inch length	C24	PT1	720	\$.285	\$ 6.84
3	Razor	Twin blade disposable fixed head	C600	RTB600	25,000	\$.056	\$ 33.60
4	Comb	5 inch, black plastic	C144	C-5	25,000	\$.022	\$ 3.17
5	Toothpaste	.6 oz, clear, clear plastic tubing	C144	M0306	25,000	\$.125	\$ 18.00
6	Toothbrush	3 7/8 inch, 25 tuft or better	C144	BBST25	25,000	\$.035	\$ 5.04
7	Resealable bag	4X6" clear, ziploc	C1000	XSZLSB	10,000	\$.026	\$ 26.00
8	Golf pencil	3" sharpened	C144	GP-1	20,000	\$.023	\$ 3.27
9	Feminine pads	adhesive, extra-long, panty protectors, individually wrapped	C288	SN288-C	15,000	\$.08	\$ 1200.00
10	Disposable Briefs	100% stretch nylon, latex free, unisex, multi-size	C400 C300-XL	1050 1070-XL	400	\$ 4.00 4.00	\$ 1600.00
11	Bar soap	3.0 oz unwrapped, triple milled	C144	TU3	20,000	\$.24	\$ 34.56
12	Bar soap	1.0 oz unwrapped, triple milled	C500	TU15	30,000	\$.113	\$ 56.47
13	Inmate Uniform Shirt "BCC" screened on back	size: small - left breast pocket	EA	TRS-S	20	\$ 5.00	\$ 100.00
14	Inmate Uniform Shirt "BCC" screened on back	size: medium - left breast pocket	EA	TRS-m	20	\$ 5.00	\$ 100.00
15	Inmate Uniform Shirt "BCC" screened on back	size: large - left breast pocket	EA	TRS-L	20	\$ 5.00 ²⁰	\$ 100.00
16	Inmate Uniform Shirt "BCC" screened on back	size: 1x large - left breast pocket	EA	TRS-XL	20	\$ 5.00 ²⁰	\$ 100.00
17	Inmate Uniform Shirt "BCC" screened on back	size: 2x large - left breast pocket	EA	TRS-2XL	20	\$ 5.37	\$ 107.40

410.40
205.20
1,400
550.00
3125.00
875.00
260.00
460.00
4800.00
3390.00

Line Item	Item	Description	Qty per Case/Doz/Bndl	Product Code / Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
18	Inmate Uniform Shirt "BCC" screened on back	size: 3x large - left breast pocket	EA	TBS-3XL	20	\$ 5.37 -	\$ 107.40 - ✓
19	Inmate Uniform Shirt "BCC" screened on back	size: 4x large - left breast pocket	EA	TBS-4XL	20	\$ 5.60 -	\$ 112.00 - ✓
20	Inmate Uniform Shirt "BCC" screened on back	size: 5x large - left breast pocket	EA	TBS-5XL	20	\$ 5.60 -	\$ 112.00 - ✓
21	Inmate Uniform Shirt "BCC" screened on back	size: 6x large - left breast pocket	EA	TBS-6XL	20	\$ 6.17 -	\$ 123.40 - ✓
22	Inmate Uniform Pant "BCC" screened on one leg	size: small	EA	TPT-S	20	\$ 5.99 -	\$ 119.80 - ✓
23	Inmate Uniform Pant "BCC" screened on one leg	size: medium	EA	TPT-M	20	\$ 6.15 -	\$ 123.00 - ✓
24	Inmate Uniform Pant "BCC" screened on one leg	size: large	EA	TPT-L	20	\$ 6.55 -	\$ 131.00 - ✓
25	Inmate Uniform Pant "BCC" screened on one leg	size: 1x large	EA	TPT-XL	20	\$ 6.55 -	\$ 131.00 - ✓
26	Inmate Uniform Pant "BCC" screened on one leg	size: 2x large	EA	TPT-2XL	20	\$ 6.55 -	\$ 131.00 - ✓
27	Inmate Uniform Pant "BCC" screened on one leg	size: 3x large	EA	TPT-3XL	20	\$ 6.55 -	\$ 131.00 - ✓
28	Inmate Uniform Pant "BCC" screened on one leg	size: 4x large	EA	TPT-4XL	20	\$ 6.55 -	\$ 131.00 - ✓
29	Inmate Uniform Pant "BCC" screened on one leg	size: 5x large	EA	TPT-5XL	20	\$ 6.55 -	\$ 131.00 - ✓
30	Inmate Uniform Pant "BCC" screened on one leg	size: 6x large	EA	TPT-6XL	20	\$ 6.55 -	\$ 131.00 - ✓
31	Mattress	Flame-Chek® Mattress 25" x 75" x 4"	EA	PJm25754	250	\$ 31.73 -	\$ 7932.50 ✓
32	Towels	White Bath Towel - Budget Grade, 5.0 lbs per dz 20" x 40"	DI2	BT2040	1,000	\$.82 -	\$ 820.00 ✓

Exhibit A

9.

Line Item	Item	Description	Qty per Case/Doz/Bndl	Product Code / Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
33	Blankets	The Cozy Blanket, flammability requirements, 66" x 90"	C15	CZ669094	400	\$ 4.80	\$ 1,920
34	Sandals	EVA Footwear - Orange	C12	EVA-OR-SIZE	100	5.00 2.50	\$ 500.00
35	Sandals	SEVA Sandals - Orange	Dr	SEVA-OR-SIZE	100	\$ 2.17	\$ 217.00

Total Bid Proposal	\$15,065.29
--------------------	-------------

S/B 30,097.10
as corrected
10/10/14
[Signature]

Exhibit A

BASE BID AMOUNT

LUMP SUM (excluding sales tax) \$ 15,065.29 (\$ 30,097.10 as corrected)

LUMP SUM (excluding sales tax), in words fifteen thousand sixty-five dollars and twenty-nine cents

SUBMITTED ON 10/4, 2016

The Vendor by whom this bid is submitted and by whom the Agreement will be entered into, in case this bid is accepted, is a Corporation, Partnership, or Individual doing business at:

134 N. Main St.

(STREET)

Fuguey-Varine NC 27526

(CITY)

(STATE)

(ZIP)

The undersigned hereby certifies and represents to signing this bid on behalf of the Vendor and admits the undersigned is authorized to do so by said Vendor.

Bob Barker Company, Inc

Legal Name of Vendor

[Signature]

Signature of Authorized Person

Contract Specialist

Title

Exhibit B

AFFIDAVIT OF NON-COLLUSION

STATE OF WASHINGTON
County of Benton

Bob Barker Company, Inc (Vendor),

being first duly sworn, certifies that the bid above submitted is a genuine bid and not a sham or collusive bid or a bid made in the interest or on behalf of any person not therein named; and it is further certified that the said Vendor has not directly or indirectly induced or solicited any Vendor on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from submitting a bid; and that said Vendor has not in any manner sought by collusion to secure an advantage over other Vendor or Vendors.

Bob Barker Company, Inc
(Company Name)

[Signature]
(Vendor's Signature)

Denine McCallers Contract Specialist
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 4th day of October, 2016.

My Commission Expires 6:12 2021
Talia Colon-Rosario
NOTARY PUBLIC in and for the State of NC

residing at 903 Saint St. Dunn, NC
28334

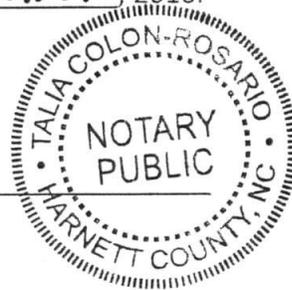


Exhibit C

ANTI-DISCRIMINATION CERTIFICATE

STATE OF WASHINGTON
County of Benton

The Vendor hereby stipulates that no person shall be discriminated against in the bidding of the supplies and/or materials herein and that the Vendor shall not refuse employment to any person related to this Agreement because of such person's race, creed, color, sex, sexual orientation, handicap or national origin. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

Bob Barker Company, Inc
(Company Name)

[Signature]
(Vendor's Signature)

Denine McCallers Contract Specialist
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 4th day of October, 2016.

My Commission Expires 6-12-2021
[Signature]

NOTARY PUBLIC in and for the State of NC
residing at 903 Saint St. Dunn, NC 28334

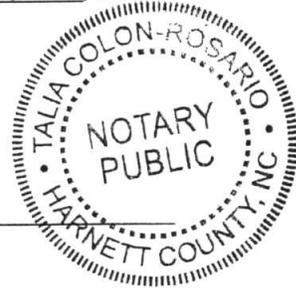


Exhibit A

VENDOR BID FORM

PROJECT IDENTIFICATION: Inmate Supplies for the Benton County Bureau of Corrections (Jail)

THIS BID SUBMITTED TO: Benton County Bureau of Corrections
Attn: Lisa Small
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336

1. The undersigned Vendor proposes and agrees that if this bid is accepted it will enter into an Agreement with the County in the form reflected in Exhibit D to this Invitation for Bids to supply all items as specified or indicated in the Agreement for the prices and amounts set forth therein.
2. The Vendor accepts all of the terms and conditions of the Invitation for Bids. This bid will remain open for up to 30 days after the day of submission.
3. In submitting this bid, the Vendor represents, as more fully set forth in Exhibit D to the Invitation for Bids, that:
 - a) The Vendor has examined copies of the entire Invitation for Bids, all exhibits thereto, and of the following addenda, if issued. Receipt of addenda is hereby acknowledged:

Date:	Addenda Number:
_____	_____
_____	_____

- b) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham bid; the Vendor has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Vendor has not sought by collusion to obtain for himself any advantage over any other vendor or over the County.
4. The Vendor will provide the products for the prices and amounts as set forth in paragraph 9 below.
5. The Vendor agrees to supply the products in accordance with the terms and conditions set forth in Exhibit D.

ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
WWW.ICSWACO.COM
bids@icswaco.com
sales@icswaco.com
FED ID # 27-1494351
GSA Contract # GS 07F-0552U
TXMAS-12-84060

Exhibit A

6. The following documents are attached to and must be submitted in order for the bid to be considered:

(a) Affidavit of Non-Collusion.

(b) Anti-Discrimination Certificate.

7. Communications concerning this bid shall be addressed to the address of the Vendor indicated below:

ICS Jail Supplies, Inc.

P.O. Box 21056

Waco, TX 76702

Phone 800-524-5427 Fax 254-751-0299

8. The terms used in this bid that are defined in Exhibit D have the meanings assigned to them in Exhibit D.

ICS JAIL SUPPLIES, INC.

P.O. Box 21056

Waco, TX 76702-1056

Phone: 800-524-5427 Fax: 254-751-0299

WWW.ICSWACO.COM

bids@icswaco.com

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FED ID # 27-1494351

GSA Contract # GS 07F-0552U

TXMAS-12-84060

Exhibit A

9.

ICS JAIL SUPPLIES, INC.
 P.O. Box 21056
 Waco, TX 76702-1056
 Phone: 800-524-5427 Fax: 254-751-0299
 WWW.ICSWACO.COM
 bids@icswaco.com
 sales@icswaco.com
 FED ID # 27-1494351

Exhibit A
 Request for Bid - CB 14-08 16-09
 Inmate Supplies

Line Item	Item	Description	Qty per Case/Doz/Bndl	Product Code / Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
1	Toenail clippers no file	all metal, no file	12	T084B	720	\$.609	\$ 438.48
2	Fingernail clippers no file	all metal, no file, 2 inch length	12	T084	720	\$.303	\$ 218.16
3	Razor	Twin blade disposable fixed head	2000/CS	T101	25,000	\$.082	\$ 2,050.00
4	Comb	5 inch, black plastic	2100/CS	T123	25,000	\$.021	\$ 525.00
5	Toothpaste	.6 oz, clear, clear plastic tubing	144/BX	ETPO6	25,000	\$.172	\$ 4,300.00
6	Toothbrush	3 7/8 inch, 25 tuft or better	144/BX	TBSH	25,000	\$.048	\$ 1,200.00
7	Resealable bag	4X6" clear, ziploc	1000/CS	MZ46	10,000	\$.015	\$ 150.00
8	Golf pencil	3" sharpened	144/BX	M045	20,000	\$.025	\$ 500.00
9	Feminine pads	adhesive, extra-long, panty protectors, individually wrapped	288/CS	TSN300	15,000	\$.075	\$ 1,125.00
10	Disposable Briefs	100% stretch nylon, latex free, unisex, multi-size mesh	300/CS	1090W	400	\$.589	\$ 235.60
11	Bar soap	3.0 oz unwrapped, triple milled	144/CS	T045B	20,000	\$.374	\$ 7,480.00
12	Bar soap	1.0 oz unwrapped, triple milled	500/CS	US1	30,000	\$.117	\$ 3,510.00
13	Inmate Uniform Shirt "BCC" screened on back	size: small - left breast pocket	ea.	CS005	20	\$ 7.35	\$ 147.00
14	Inmate Uniform Shirt "BCC" screened on back	size: medium - left breast pocket	ea.	CS005	20	\$ 7.35	\$ 147.00
15	Inmate Uniform Shirt "BCC" screened on back	size: large - left breast pocket	ea.	CS005	20	\$ 7.35	\$ 147.00
16	Inmate Uniform Shirt "BCC" screened on back	size: 1x large - left breast pocket	ea.	CS005	20	\$ 7.35	\$ 147.00
17	Inmate Uniform Shirt "BCC" screened on back	size: 2x large - left breast pocket	ea.	CS005	20	\$ 7.85	\$ 157.00

Line Item	Item	Description	Qty per Case/Doz/Bndl	Product Code / Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
18	Inmate Uniform Shirt "BCC" screened on back	size: 3x large - left breast pocket	ea	CS005	20	\$ 7.85 -	\$ 157.00 -
19	Inmate Uniform Shirt "BCC" screened on back	size: 4x large - left breast pocket	ea	CS005	20	\$ 7.85 -	\$ 157.00 -
20	Inmate Uniform Shirt "BCC" screened on back	size: 5x large - left breast pocket	ea	CS005	20	\$ 8.35 -	\$ 167.00 -
21	Inmate Uniform Shirt "BCC" screened on back	size: 6x large - left breast pocket	ea	CS005	20	\$ 8.35 -	\$ 167.00 -
22	Inmate Uniform Pant "BCC" screened on one leg	size: small	ea	CP005	20	\$ 7.85 -	\$ 157.00 -
23	Inmate Uniform Pant "BCC" screened on one leg	size: medium	ea	CP005	20	\$ 7.85 -	\$ 157.00 -
24	Inmate Uniform Pant "BCC" screened on one leg	size: large	ea	CP005	20	\$ 7.85 -	\$ 157.00 -
25	Inmate Uniform Pant "BCC" screened on one leg	size: 1x large	ea	CP005	20	\$ 7.85 -	\$ 157.00 -
26	Inmate Uniform Pant "BCC" screened on one leg	size: 2x large	ea	CP005	20	\$ 8.60 -	\$ 172.00 -
27	Inmate Uniform Pant "BCC" screened on one leg	size: 3x large	ea	CP005	20	\$ 8.60 -	\$ 172.00 -
28	Inmate Uniform Pant "BCC" screened on one leg	size: 4x large	ea	CP005	20	\$ 8.60 -	\$ 172.00 -
29	Inmate Uniform Pant "BCC" screened on one leg	size: 5x large	ea	CP005	20	\$ 9.10 -	\$ 182.00 -
30	Inmate Uniform Pant "BCC" screened on one leg	size: 6x large	ea	CP005	20	\$ 9.10 -	\$ 182.00 -
31	Mattress	Flame-Chek® Mattress 25" x 75" x 4"	ea	LPM25	250	\$ 52.00 -	\$ 13,000.00 -
32	Towels	White Bath Towel - Budget Grade, 5.0 lbs per dz 20" x 40"	12	L016	1,000	\$ 1.40 -	\$ 1,400.00 -

ICS JAIL SUPPLIES, INC.
 P.O. Box 21056
 Waco, TX 76702-1056
 Phone: 800-524-5427 Fax: 254-751-0299
 WWW.ICSWACO.COM
 bids@icswaco.com
 sales@icswaco.com
 FED ID # 27-1494351
 GSA Contract # GS 07F-0552U
 TXMAS-12-84060

Exhibit A

9.

Exhibit A
Request for Bid - CB 14-08
Inmate Supplies

Line Item	Item	Description	Qty per Case/Doz/Bndl	Product Code / Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
33	Blankets	The Cozy Blanket, flammability requirements, 66" x 90"	30/bale	LO12	400	\$ 9.21	\$ 3,684.00
34	Sandals	EVA Footwear - Orange	ea.	SC2380	100	\$ 6.32	\$ 632.00
35	Sandals	SEVA Sandals - Orange	ea.	MJAS	100	\$ 2.09	\$ 209.00

Total Bid Proposal	\$43,618.24
--------------------	-------------

ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
WWW.ICSWACO.COM
bids@icswaco.com
sales@icswaco.com
FED ID # 27-1494351
GSA Contract # GS 07F-0552U
TXMAS-12-84060

Exhibit A

BASE BID AMOUNT

LUMP SUM (excluding sales tax) \$ 43,618.24

LUMP SUM (excluding sales tax), in words forty-three thousand six hundred and eighteen and twenty four cents

SUBMITTED ON 9-21-16, 2016

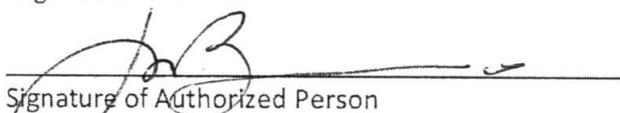
The Vendor by whom this bid is submitted and by whom the Agreement will be entered into, in case this bid is accepted, is a Corporation, Partnership, or Individual doing business at:

5804 Franklin Ave.
(STREET)

Waco TX 76710
(CITY) (STATE) (ZIP)

The undersigned hereby certifies and represents to signing this bid on behalf of the Vendor and admits the undersigned is authorized to do so by said Vendor.

ICS Jail Supplies Inc.
Legal Name of Vendor


Signature of Authorized Person

Vice President
Title

ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
WWW.ICSWACO.COM
bids@icswaco.com
sales@icswaco.com
FED ID # 27-1494351
GSA Contract # GS 07F-0552U
TXMAS-12-84060

Exhibit B

AFFIDAVIT OF NON-COLLUSION

STATE OF WASHINGTON
County of Benton

ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
WWW.ICSWACO.COM
bids@icswaco.com
sales@icswaco.com
FED ID # 27-1494351
GSA Contract # GS 07F-0552U
TXMAS-12-84060

J M Bogan III (Vendor),

being first duly sworn, certifies that the bid above submitted is a genuine bid and not a sham or collusive bid or a bid made in the interest or on behalf of any person not therein named; and it is further certified that the said Vendor has not directly or indirectly induced or solicited any Vendor on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from submitting a bid; and that said Vendor has not in any manner sought by collusion to secure an advantage over other Vendor or Vendors.

ICS Jail Supplies, Inc.
(Company Name)

[Handwritten Signature]
(Vendor's Signature)

J M Bogan III / Vice President
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 21 day of Sept, 2016.

[Handwritten Signature]

NOTARY PUBLIC in and for the State of TX
residing at Waco, TX

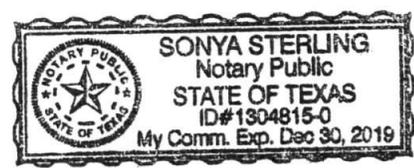


Exhibit C

ICS JAIL SUPPLIES, INC.

P.O. Box 21056

Waco, TX 76702-1056

Phone: 800-524-5427 Fax: 254-751-0299

WWW.ICSWACO.COM

bids@icswaco.com

sales@icswaco.com

FED ID # 27-1494351

GSA Contract # GS 07F-0552U

TXMAS-12-84060

ANTI-DISCRIMINATION CERTIFICATE

STATE OF WASHINGTON

County of Benton

The Vendor hereby stipulates that no person shall be discriminated against in the bidding of the supplies and/or materials herein and that the Vendor shall not refuse employment to any person related to this Agreement because of such person's race, creed, color, sex, sexual orientation, handicap or national origin. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

ICS Jail Supplies, Inc.

(Company Name)

JM Bogan III

(Vendor's Signature)

JM Bogan III / Vice President

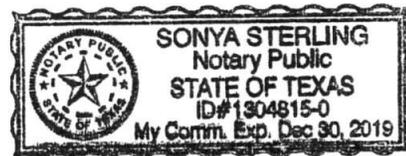
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 21 day of Sept, 2016.

Sonya Sterling

NOTARY PUBLIC in and for the State of TX

residing at Waco, TX



<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>Oct. 18, 2016</u>	Execute Contract	_____
Subject: <u>Notice of Lowest Bidder</u>	Pass Resolution	<u> X </u>
<u>for Purchase of</u>	Pass Ordinance	_____
<u>Employee BDU</u>	Pass Motion	_____
<u>Uniforms CB 16-10</u>	Other	_____
Prepared by: <u>L. Small</u>		
Reviewed by:		
	Consent Agenda	<u> X </u>
	Public Hearing	_____
	1st Discussion	_____
	2nd Discussion	_____
	Other	_____

BACKGROUND INFORMATION/ SUMMARY

The Board of Benton County Commissioners solicited bids for the procurement of Employee BDU Uniforms and other related items (CB 16-10) per Resolution 2016-691.

Representatives of the Benton County Sheriff's Office received two (2) bids prior to the deadline on October 5, 2016 and opened said bids on October 6, 2016, as provided in the invitation to bid.

Companies listed below requested a bid packet with the following results:

- **911 Supply, Inc., Keizer, OR – \$63,310.28, not including WSST**
- **Galls, LLC, Lexington, KY - \$66,711.65, not including WSST**
- Tri-City Construction Council, Kennewick, WA – Did Not Respond
- Charm-Tex, Brooklyn, NY – Did Not Respond
- Cascade Fire & Safety, Yakima, WA – Declined
- Bob Barker Company, Fuquay-Varina, NC – Did Not Respond
- Base Supply Centers & Express Supply, Lakewood, WA – Did Not Respond
- Pacific Office Solutions, Yakima, WA – Did Not Respond
- W.W. Grainger, Inc. – Tri-Cities, WA – Did Not Respond

RECOMMENDATION

The Benton County Sheriff's Office (BCSO) recommends awarding the vendor purchasing agreement to 911 Supply, Inc. as the lowest responsive bidder in response to the Invitation to Bid for Employee BDU Uniforms and other related items (CB 16-10), with said purchase agreement to be prepared and signed at a later date.

FISCAL IMPACT

Expenditures shall be paid out of appropriate departments from the Sheriff's budget. These estimated costs have been included in the 2017/18 budget process.

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF PROVIDING NOTICE OF AWARD FOR THE PROCUREMENT OF EMPLOYEE BDU UNIFORMS AND OTHER RELATED ITEMS (CB 16-10)

WHEREAS, the Board of Benton County Commissioners solicited bids for the procurement of Employee BDU Uniforms and other related items (CB 16-10) per Resolution 2016-691; and

WHEREAS, representatives of the Benton County Sheriff's Office received two (2) bids prior to the deadline on October 5, 2016 and opened said bids on October 6, 2016, as provided in the invitation to bid; and

WHEREAS, following companies listed below requested a bid packet with the following results:

- 911 Supply, Inc., Keizer, OR – \$63,310.28, not including WSST
- Galls, LLC, Lexington, KY - \$66,711.65, not including WSST
- Tri-City Construction Council, Kennewick, WA – Did Not Respond
- Charm-Tex, Brooklyn, NY – Did Not Respond
- Cascade Fire & Safety, Yakima, WA – Declined
- Bob Barker Company, Fuquay-Varina, NC – Did Not Respond
- Base Supply Centers & Express Supply, Lakewood, WA – Did Not Respond
- Pacific Office Solutions, Yakima, WA – Did Not Respond
- W.W. Grainger, Inc. – Tri-Cities, WA – Did Not Respond

; and

WHEREAS, the representatives of the Benton County Sheriff's Office reviewed the bid proposals and recommends awarding the vendor purchasing agreement to 911 Supply, Inc. as the lowest responsive bidder; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby has deems 911 Supply, Inc., Keizer, OR the lowest responsive bidder for the purchase of Employee BDU Uniforms and other related items (CB 16-10) for the Benton County Sheriff's Office and said bidder shall be required to enter into an Agreement in the form of Exhibit D to the Employee BDU Uniforms and other related items (CB 16-10) within ten (10) days of this notice.

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

Exhibit A

VENDOR BID FORM

PROJECT IDENTIFICATION: Employee Uniforms – BDU/Blauer and Other Related Items for the Benton County Sheriff's Office

THIS BID SUBMITTED TO: Benton County Commissioners Office
Attn: Lisa Small
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336

1. The undersigned Vendor proposes and agrees that if this bid is accepted it will enter into an Agreement with the County in the form reflected in Exhibit D to this Invitation for Bids to supply all items as specified or indicated in the Agreement for the prices and amounts set forth therein.
2. The Vendor accepts all of the terms and conditions of the Invitation for Bids. This bid will remain open for up to 30 days after the day of submission.
3. In submitting this bid, the Vendor represents, as more fully set forth in Exhibit D to the Invitation for Bids, that:
 - a) The Vendor has examined copies of the entire Invitation for Bids, all exhibits thereto, and of the following addenda, if issued. Receipt of addenda is hereby acknowledged:

Date:

Addenda Number:

- b) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham bid; the Vendor has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Vendor has not sought by collusion to obtain for himself any advantage over any other vendor or over the County.
4. The Vendor will provide the products for the prices and amounts as set forth in paragraph 9 below.
5. The Vendor agrees to supply the products in accordance with the terms and conditions set forth in Exhibit D.

Exhibit A

6. The following documents are attached to and must be submitted in order for the bid to be considered:

(a) Affidavit of Non-Collusion.

(b) Anti-Discrimination Certificate.

7. Communications concerning this bid shall be addressed to the address of the Vendor indicated below:

911 Supply
4484 River Rd. N.
Keizer, OR 97303

Phone 503-393-4911 Fax 503-393-2107

8. The terms used in this bid that are defined in Exhibit D have the meanings assigned to them in Exhibit D.

Line Item	Item	Description	Unit	Product Code / Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
1	BDU Short sleeve shirts Silver/Tan	Blauer Style #8446-45 short sleeve MNS with dept. patches on each sleeve, zipper front, badge patch and name patch. (no badge patch for patrol)	ea.	8446	150	\$ 60.03	\$ 9,004.50
2	BDU Long sleeve shirts Silver/Tan	Blauer Style #8436-45 long sleeve MNS with dept. patches on each sleeve, badge patch and name patch. (no badge patch for patrol)	ea.	8436	150	\$ 67.93	\$ 10,189.50
3	BDU Short sleeve shirts Silver/Tan	Blauer #8910W (Women) Short Sleeve with dept. patches on each sleeve, zipper installed. (no badge patch or name patch)	ea.	8910W	75	\$ 50.05	\$ 3,753.75
4	BDU Short sleeve shirts Silver/Tan	Blauer #8910 (Men) Short Sleeve with dept. patches on each sleeve, zipper installed. (no badge patch or name patch)	ea.	8910	10	\$ 50.05	\$ 500.50
7	BDU Pants - OD Green	Blauer Style #8810X-28 OD Green pant	ea.	8810X	125	\$ 55.00	\$ 6,875.00
8	BDU Pants - Forest Green	Flying Cross Style #47300 Forest Green pant	ea.	47300	20	\$ 58.00	\$ 1,160.00
9	Coat - Outer	DELTA - black F5472 Dept. patches sewn on	ea.	F5472	20	\$ 193.50	\$ 3,870.00
10	Coat - Inner	DELTA - black F5474 Dept. patches sewn on	ea.	F5474	50	\$ 128.20	\$ 6,410.00
11	Outer Duty Belt	Bianchi AccuMold outer duty belt	ea.	7200	20	\$ 35.25	\$ 705.00
12	Inner Duty Belt	Bianchi AccuMold inner duty belt	ea.	7205	30	\$ 19.55	\$ 586.50
13	Holster (Patrol)	Safariland ALS # 6360-8192-131 STX Tactical S&W M&P 5", w/X200 light	ea.	6360	1	\$ 103.65	\$ 103.65
14	X26 Taser Holster	Black Hawk BHP taser serpa duty holster	ea.	441015BK	6	\$ 37.00	\$ 222.00
15	Mag Pouch (open top)	Bianchi AccuMold Open Top Magazine Holder Dual	ea.	7320	6	\$ 20.35	\$ 122.10
16	Mag Pouch	Bianchi AccuMold Triple Threat II double mag pouch size 02	ea.	7302	6	\$ 22.92	\$ 137.52
17	Hand Cuffs	Peerless standard Handcuffs	ea.	700N	20	\$ 26.14	\$ 522.80

Line Item	Item	Description	Unit	Product Code / Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
18	Hand Cuffs	Peerless hinged hand cuffs	ea.	801N	10	\$ 33.79	\$ 337.90
19	OC-10 case	Bianchi AccuMold OC case	ea.	7307	20	\$ 14.26	\$ 285.20
20	Stinger Flashlight Holder	Bianchi Stinger Flashlight Holder	ea.	7326	5	\$ 10.25	\$ 51.25
21	Radio Case	Bianchi Radio Case #7314S	ea.	7314S	20	\$ 25.00	\$ 500.00
22	ASP	Steel Friction lock baton foam grip 21"	ea.	52411	1	\$ 84.61	\$ 84.61
23	ASP Holder	Bianchi ASP Baton Holder	ea.	7312	1	\$ 12.17	\$ 12.17
24	Belt Keepers	Bianchi Belt Keepers (Pack of 4)	ea.	7406	10	\$ 8.82	\$ 88.20
25	Boots (Patrol & Correction)	Danner Acadia - 200gram Insulated - Low top & High top	pair	69210	25	\$ 244.61	\$ 6,115.25
26	Boots (Patrol & Correction)	Danner Acadia - Nylon & Leather	pair	21210	25	\$ 240.00	\$ 6,000.00
27	Vest Carriers	Safariland "Oregon City" External Carriers	ea.	DN6313	20	\$ 179.99	\$ 3,599.80
28	Vest Carrier Nape Tape w/Velcro	Cloth Name Tape with Velcro Backing	ea.	NTV	20	\$ 8.00	\$ 160.00
29	Vest Carrier Panel w/Velcro	Back Panel with Velcro Backing	ea.	AL1	20	\$ 5.00	\$ 100.00
30	Cpl. Chevrons	3" wide in matching colors	pair	N/A	50	\$ 2.50	\$ 125.00
31	Sgt. Chevrons	3" wide in matching colors	pair	N/A	50	\$ 2.50	\$ 125.00
32	Shoulder patch	"Benton County Sheriff's Dept" In matching colors	pair	X182856B	1000	\$ 1.23	\$ 1,230.00
34	FTO patch	in matching colors	ea.	NT1	5	\$ 8.00	\$ 40.00
35	Name patch	in matching colors	ea.	NT	5	\$ 5.00	\$ 25.00
36	Gloves	Comparable to Hatch RHK25 Reactor Hard Knuckle	pair	RHK25	12	\$ 22.34	\$ 268.08

Total Bid Proposal	\$63,310.28
--------------------	-------------

Exhibit B

AFFIDAVIT OF NON-COLLUSION

STATE OF WASHINGTON
County of Benton

911 Supply, (Vendor),
being first duly sworn, certifies that the bid above submitted is a genuine bid and not a sham or collusive bid or a bid made in the interest or on behalf of any person not therein named; and it is further certified that the said Vendor has not directly or indirectly induced or solicited any Vendor on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from submitting a bid; and that said Vendor has not in any manner sought by collusion to secure an advantage over other Vendor or Vendors.

911 Supply
(Company Name)

Pete Capp
(Vendor's Signature)

Pete Capp Store Manager
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 4 day of October, 2016.

[Signature]
NOTARY PUBLIC in and for the State of Oregon,

residing at Marion County

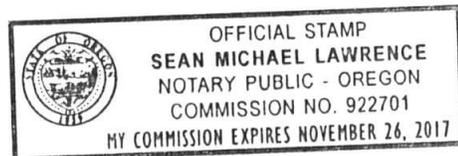


Exhibit C

ANTI-DISCRIMINATION CERTIFICATE

STATE OF WASHINGTON
County of Benton

The Vendor hereby stipulates that no person shall be discriminated against in the bidding of the supplies and/or materials herein and that the Vendor shall not refuse employment to any person related to this Agreement because of such person's race, creed, color, sex, sexual orientation, handicap or national origin. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

911 Supply
(Company Name)

Pete Copp
(Vendor's Signature)

Pete Copp - Store Manager
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 4 day of October, 2016.

[Signature]
NOTARY PUBLIC in and for the State of Oregon

residing at Marion County



Exhibit A

VENDOR BID FORM

PROJECT IDENTIFICATION: Employee Uniforms – BDU/Blauer and Other Related Items for the Benton County Sheriff's Office

THIS BID SUBMITTED TO: Benton County Commissioners Office
Attn: Lisa Small
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336

1. The undersigned Vendor proposes and agrees that if this bid is accepted it will enter into an Agreement with the County in the form reflected in Exhibit D to this Invitation for Bids to supply all items as specified or indicated in the Agreement for the prices and amounts set forth therein.
2. The Vendor accepts all of the terms and conditions of the Invitation for Bids. This bid will remain open for up to 30 days after the day of submission.
3. In submitting this bid, the Vendor represents, as more fully set forth in Exhibit D to the Invitation for Bids, that:
 - a) The Vendor has examined copies of the entire Invitation for Bids, all exhibits thereto, and of the following addenda, if issued. Receipt of addenda is hereby acknowledged:

Date:	Addenda Number:
_____	_____
	N/A
_____	_____

- b) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham bid; the Vendor has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Vendor has not sought by collusion to obtain for himself any advantage over any other vendor or over the County.
4. The Vendor will provide the products for the prices and amounts as set forth in paragraph 9 below.
5. The Vendor agrees to supply the products in accordance with the terms and conditions set forth in Exhibit D.

Exhibit A

6. The following documents are attached to and must be submitted in order for the bid to be considered:

(a) Affidavit of Non-Collusion.

(b) Anti-Discrimination Certificate.

7. Communications concerning this bid shall be addressed to the address of the Vendor indicated below:

Galls, LLC

17600 Fabrica Way

Cerritos, CA 90703

Phone 562-304-7354 Fax 562-252-0257

8. The terms used in this bid that are defined in Exhibit D have the meanings assigned to them in Exhibit D.

Line Item	Item	Description	Unit	Product Code / Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
1	BDU Short sleeve shirts Silver/Tan	Blauer Style #8446-45 short sleeve MNS with dept. patches on each sleeve, zipper front, badge patch and name patch. (no badge patch for patrol)	ea.	SH441 STN	150	\$ 62.90 -	\$ 9,435.00
2	BDU Long sleeve shirts Silver/Tan	Blauer Style #8436-45 long sleeve MNS with dept. patches on each sleeve, badge patch and name patch. (no badge patch for patrol)	ea.	SH440 STN	150	\$ 71.55 -	\$ 10,732.50
3	BDU Short sleeve shirts Silver/Tan	Blauer #8910W (Women) Short Sleeve with dept. patches on each sleeve, zipper installed. (no badge patch or name patch)	ea.	SH465	75	\$ 45.95 -	\$ 3,446.25
4	BDU Short sleeve shirts Silver/Tan	Blauer #8910 (Men) Short Sleeve with dept. patches on each sleeve, zipper installed. (no badge patch or name patch)	ea.	SH464	10	\$ 45.95 -	\$ 459.50
7	BDU Pants - OD Green	Blauer Style #8810X-28 OD Green pant	ea.	TR975	125	\$ 60.15 -	\$ 7,518.75
8	BDU Pants - Forest Green	Flying Cross Style #47300 Forest Green pant	ea.	TR652	20	\$ 61.10 -	\$ 1,222.00
9	Coat - Outer	DELTA - black F5472 Dept. patches sewn on	ea.	JC598	20	\$ 173.05 -	\$ 3,461.00
10	Coat - Inner	DELTA - black F5474 Dept. patches sewn on	ea.	ZA2185	50	\$ 71.00 -	\$ 3,550.00
11	Outer Duty Belt	Bianchi AccuMold outer duty belt	ea.	NP160	20	\$ 33.95 -	\$ 679.00
12	Inner Duty Belt	Bianchi AccuMold inner duty belt	ea.	NP161	30	\$ 18.85 -	\$ 565.50
13	Holster (Patrol)	Safariland ALS # 6360-8192-131 STX Tactical S&W M&P 5", w/X200 light	ea.	ZW048 8192	1	\$ 120.00 -	\$ 120.00
14	X26 Taser Holster	Black Hawk BHP taser serpa duty holster	ea.	LP611	6	\$ 32.10 -	\$ 192.60
15	Mag Pouch (open top)	Bianchi AccuMold Open Top Magazine Holder Dual	ea.	NP291	6	\$ 19.60 -	\$ 117.60
16	Mag Pouch	Bianchi AccuMold Triple Threat II double mag pouch size 02	ea.	NP164	6	\$ 22.10 -	\$ 132.60
17	Hand Cuffs	Peerless standard Handcuffs	ea.	RS003	20	\$ 19.75 -	\$ 395.00

Exhibit A
Request for Bid - CB 14-12
Employee Uniforms - BDU/Blauer

Line Item	Item	Description	Unit	Product Code / Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
18	Hand Cuffs	Peerless hinged hand cuffs	ea.	RS005	10	\$ 28.10 -	\$ 281.00
19	OC-10 case	Bianchi AccuMold OC case	ea.	NP170	20	\$ 13.75 -	\$ 275.00
20	Stinger Flashlight Holder	Bianchi Stinger Flashlight Holder	ea.	ZS645	5	\$ 9.90 -	\$ 49.50
21	Radio Case	Bianchi Radio Case #73145	ea.	RC031	20	\$ 24.10 -	\$ 482.00
22	ASP	Steel Friction lock baton foam grip 21"	ea.	BA190	1	\$ 77.45 -	\$ 77.45
23	ASP Holder	Bianchi ASP Baton Holder	ea.	NP175	1	\$ 6.05 -	\$ 6.05
24	Belt Keepers	Bianchi Belt Keepers (Pack of 4)	ea.	NP168	10	\$ 8.50 -	\$ 85.00
25	Boots (Patrol & Correction)	Danner Acadia - 200gram Insulated - Low top & High top	pair	SP597	25	\$ 251.75 -	\$ 6,293.75
26	Boots (Patrol & Correction)	Danner Acadia - Nylon & Leather	pair	SP285	25	\$ 247.00 -	\$ 6,175.00
27	Vest Carriers	Safariland "Oregon City" External Carriers	ea.	BL278C	20	\$ 185.20 -	\$ 3,704.00
28	Vest Carrier Nape Tape w/Velcro	Cloth Name Tape with Velcro Backing	ea.	UX420N	20	\$ 6.90 -	\$ 138.00
29	Vest Carrier Panel w/Velcro	Back Panel with Velcro Backing	ea.	TE574	20	\$ 5.75 -	\$ 115.00
30	Cpl. Chevrons	3" wide in matching colors	pair	EX8011	50	\$ 6.00 -	\$ 300.00
31	Sgt. Chevrons	3" wide in matching colors	pair	EX8010	50	\$ 6.00 -	\$ 300.00
32	Shoulder patch	"Benton County Sheriff's Dept" In matching colors	pair	EX8009	1000	\$ 6.00 -	\$ 6,000.00
34	FTO patch	in matching colors	ea.	UX427N & UX427S	5	\$ 6.90 -	\$ 34.50
35	Name patch	in matching colors	ea.	UX420N & UX420S	5	\$ 6.90 -	\$ 34.50
36	Gloves	Comparable to Hatch RHK25 Reactor Hard Knuckle	pair	GL991	12	\$ 27.80 -	\$ 333.60

Total Bid Proposal	\$ 66,711.65.
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Exhibit A

BASE BID AMOUNT

LUMP SUM (excluding sales tax) \$ 66,711.65

LUMP SUM (excluding sales tax), in words Sixty-six Thousand, Seven Hundred Eleven Dollars and Sixty-Five Cents

SUBMITTED ON October 3, 2016

The Vendor by whom this bid is submitted and by whom the Agreement will be entered into, in case this bid is accepted, is a Corporation, Partnership, or Individual doing business at:

1340 Russell Cave Road, Attention: R. Michael Andrews

(STREET)

Lexington, KY 40505

(CITY)

(STATE)

(ZIP)

The undersigned hereby certifies and represents to signing this bid on behalf of the Vendor and admits the undersigned is authorized to do so by said Vendor.

Galls, LLC

Legal Name of Vendor



Signature of Authorized Person

Senior Director of Sales

Title

Exhibit B

AFFIDAVIT OF NON-COLLUSION

STATE OF WASHINGTON
County of Benton

David House (Vendor),
being first duly sworn, certifies that the bid above submitted is a genuine bid and not a sham or collusive bid or a bid made in the interest or on behalf of any person not therein named; and it is further certified that the said Vendor has not directly or indirectly induced or solicited any Vendor on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from submitting a bid; and that said Vendor has not in any manner sought by collusion to secure an advantage over other Vendor or Vendors.

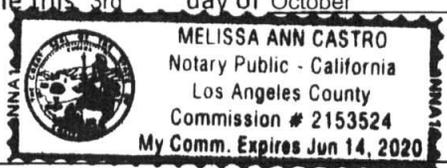
Galls, LLC
(Company Name)


(Vendor's Signature)

Senior Director of Sales
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 3rd day of October, 2016.





NOTARY PUBLIC in and for the State of California
residing at Los Angeles

Exhibit C

ANTI-DISCRIMINATION CERTIFICATE

STATE OF WASHINGTON
County of Benton

The Vendor hereby stipulates that no person shall be discriminated against in the bidding of the supplies and/or materials herein and that the Vendor shall not refuse employment to any person related to this Agreement because of such person's race, creed, color, sex, sexual orientation, handicap or national origin. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

Galls, LLC

(Company Name)



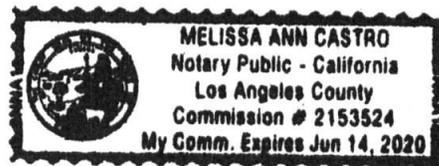
(Vendor's Signature)

David House, Senior Director of Sales

(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 3rd day of October, 2016.





NOTARY PUBLIC in and for the State of California,

residing at Los Angeles

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>Oct. 18, 2016</u>	Execute Contract	_____
Subject: <u>Notice of Lowest Bidder for Purchase of Employee Uniforms – Class A – CB 16-11</u>	Pass Resolution	<u> X </u>
	Pass Ordinance	_____
	Pass Motion	_____
	Other	_____
Prepared by: <u>L. Small</u>		
Reviewed by:		
	Consent Agenda	<u> X </u>
	Public Hearing	_____
	1st Discussion	_____
	2nd Discussion	_____
	Other	_____

BACKGROUND INFORMATION/ SUMMARY

The Board of Benton County Commissioners solicited bids for the procurement of Employee Uniforms – Class A and other related items (CB 16-11) per Resolution 2016-694.

Representatives of the Benton County Sheriff's Office received one (1) bid on October 5, 2016 and opened said bid on October 6, 2016, as provided in the invitation to bid.

Companies listed below requested a bid packet with the following results:

- Galls, LLC, Lexington, KY - \$18,028.05, not including WSST
- Tri-City Construction Council, Kennewick, WA – Did Not Respond
- Charm-Tex, Brooklyn, NY – Did Not Respond
- Cascade Fire & Safety, Yakima, WA – Did Not Respond
- Bob Barker Company, Fuquay-Varina, NC – Did Not Respond
- Base Supply Centers & Express Supply, Lakewood, WA – Did Not Respond
- Pacific Office Solutions, Yakima, WA – Did Not Respond
- 911 Supply, Inc., Keizer, OR – Did Not Respond
- W.W. Grainger, Inc. – Tri-Cities, WA – Did Not Respond

RECOMMENDATION

The Benton County Sheriff's Office (BCSO) recommends awarding the vendor purchasing agreement to Galls, LLC as the only bidder in response to the Invitation to Bid for Employee Uniforms – Class A and other related items (CB 16-11), with said purchase agreement to be prepared and signed at a later date.

FISCAL IMPACT

Expenditures shall be paid out of appropriate departments from the Sheriff's budget. These estimated costs have been included in the 2017/18 budget process.

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF PROVIDING NOTICE OF AWARD FOR THE PROCUREMENT OF EMPLOYEE UNIFORMS – CLASS A AND OTHER RELATED ITEMS (CB 16-11)

WHEREAS, the Board of Benton County Commissioners solicited bids for the procurement of Employee Uniforms – Class A and other related items (CB 16-11) per Resolution 2016-694; and

WHEREAS, representatives of the Benton County Sheriff’s Office received and one (1) bid on October 5, 2016 and opened said bid on October 6, 2016, as provided in the invitation to bid; and

WHEREAS, following companies listed below requested a bid packet with the following results:

- **Galls, LLC, Lexington, KY - \$18,028.05, not including WSST**
- Tri-City Construction Council, Kennewick, WA – Did Not Respond
- Charm-Tex, Brooklyn, NY – Did Not Respond
- Cascade Fire & Safety, Yakima, WA – Did Not Respond
- Bob Barker Company, Fuquay-Varina, NC – Did Not Respond
- Base Supply Centers & Express Supply, Lakewood, WA – Did Not Respond
- Pacific Office Solutions, Yakima, WA – Did Not Respond
- 911 Supply, Inc., Keizer, OR – Did Not Respond
- W.W. Grainger, Inc. – Tri-Cities, WA – Did Not Respond
-

WHEREAS, the representatives of the Benton County Sheriff’s Office reviewed the bid proposal and recommend awarding the vendor purchasing agreement to Galls, LLC, Lexington, KY also dba/Blumenthal Uniforms and Equipment Co., Inc. ; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby has deemed Gall’s LLC dba/Blumenthal Uniforms and Equipment Co., Inc. to be the sole bidder for the purchase of Employee Uniforms – Class A and other related items (CB 16-11) for the Benton County Sheriff’s Office and said bidder shall be required to enter into an Agreement in the form of Exhibit D to the Employee Uniforms – Class A and other related items (CB 16-11) within ten (10) days of this notice.

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

Exhibit A

VENDOR BID FORM

PROJECT IDENTIFICATION: Employee Uniforms – Class A and other related items for the Benton County Sheriff's Office

THIS BID SUBMITTED TO: Benton County Commissioners Office
Attn: Lisa Small
7122 W Okanogan Place, Bldg. B
Kennewick, WA 99336

1. The undersigned Vendor proposes and agrees that if this bid is accepted it will enter into an Agreement with the County in the form reflected in Exhibit D to this Invitation for Bids to supply all items as specified or indicated in the Agreement for the prices and amounts set forth therein.
2. The Vendor accepts all of the terms and conditions of the Invitation for Bids. This bid will remain open for up to 30 days after the day of submission.
3. In submitting this bid, the Vendor represents, as more fully set forth in Exhibit D to the Invitation for Bids, that:
 - a) The Vendor has examined copies of the entire Invitation for Bids, all exhibits thereto, and of the following addenda, if issued. Receipt of addenda is hereby acknowledged:

Date: _____ Addenda Number: _____
_____ N/A _____

- b) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham bid; the Vendor has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Vendor has not sought by collusion to obtain for himself any advantage over any other vendor or over the County.
4. The Vendor will provide the products for the prices and amounts as set forth in paragraph 9 below.
5. The Vendor agrees to supply the products in accordance with the terms and conditions set forth in Exhibit D.

Exhibit A

6. The following documents are attached to and must be submitted in order for the bid to be considered:

(a) Affidavit of Non-Collusion.

(b) Anti-Discrimination Certificate.

7. Communications concerning this bid shall be addressed to the address of the Vendor indicated below:

Galls, LLC

17600 Fabrica Way

Cerritos, CA 90703

Phone 562-304-7354 Fax 562-252-0257

8. The terms used in this bid that are defined in Exhibit D have the meanings assigned to them in Exhibit D.

Line Number	Item	Description	Unit	Product Code / Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
1	Eisenhower "Ike" Style Jackets	Class A Uniform Ike Jacket	ea	JK147 BRGN CSTM	1	\$ 260.00 -	\$ 260.00
2	White Class A long sleeve shirts	Class A Uniform (Flying Cross, white)	ea	SH099 WHT	2	\$ 69.25 -	\$ 138.50
3	Class A Short Sleeve Shirts	Flying Cross #863R6697Z, Green & Taupe	ea	SG976 GRN	7	\$ 61.75 -	\$ 432.25
4	Class A Long Sleeve Shirts	Flying Cross #513W6697Z, Green & Taupe	ea	SG966 GRN	7	\$ 68.45 -	\$ 479.15
5	Class A Pants	Flying Cross #32213 Pink Tan 1" stripe	ea	TT924 PTAN	7	\$ 78.40 -	\$ 548.80
6	Class A Shoes	Low QRT Poromeric 831-6031	ea	FW515	7	\$ 65.35 -	\$ 457.45
7	Class A Shoes	Bates - Chukka style boot	ea	ZB306	1	\$ 136.80 -	\$ 136.80
8	Tie - Class A	Clip on in Taupe	ea	UE114 TAU	4	\$ 9.20 -	\$ 36.80
9	Name Tag	YDLE Black lettering, 5/8" 1 line name plate	ea	NT084	12	\$ 15.35 -	\$ 184.20
10	BCSO Collar Brass	4 letters/#'s pair, 3/8" silver or gold	ea	CB643	2	\$ 14.95 -	\$ 29.90
11	Collar Insignia	Blackinton Small Insignia's for Corporal, Sergeant, Lieutenant, Captain & 1,2,3 Stars	ea	CB025	4	\$ 16.90 -	\$ 67.60
12	Badges (Patrol)	2 1/2 Tall Smith & Warren badge #S259 Sil-Ray / Deputy Gol-Ray / Corporal, Sergeant, Lieutenant, Captain	ea	BC207 SR & GR	5	\$ 95.00 -	\$ 475.00
13	Badges (Corrections)	2 1/2 Tall Smith & Warren badge	ea	SZ0050	10	\$ 95.00 -	\$ 950.00
14	Metal Buttons w/toggles & washers	"S" domed, silver & gold (13 pack)	ea	UA587 + UN474 + ZT513	5	\$ 1.05 -	\$ 5.25
15	Pistol Qualification Pin	Silver or Gold; Marksman, Expert, & Master	ea	ZA2612 7025	1	\$ 20.30 -	\$ 20.30
16	Dress Belt	Black, shiny and with a gold buckle	ea	LP224	5	\$ 51.65 -	\$ 258.25
17	Holster (Class A)	Black Hawk Serpa CQC S&W M&P .40	ea	LP427	1	\$ 96.05 -	\$ 96.05
18	Ballistic Vest Survival Armor - Level II with carriers	Men's Survival Phoenix LT II	ea	BY681	10	\$ 668.75 -	\$ 6,687.50

Line Number	Item	Description	Unit	Product Code / Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
19	Ballistic Vest Survival Armor - Level II with carriers	Women's Survival Phoenix LT II	ea	BY681	3	\$ 668.75 -	\$ 2,006.25
20	Vest Carriers	Safariland "Oregon City" External Carriers	ea	BL278C	20	\$ 185.20 -	\$ 3,704.00
21	Vest Carriers Name Tape w/Velcro	Cloth Name Tape with Velcro Backing	ea	UX420N	20	\$ 6.90 -	\$ 138.00
22	Vest Carriers Panel w/Velcro	Back Panel with Velcro Backing	ea	TE574	20	\$ 5.75 -	\$ 115.00
23	Hand cuff case	Bianchi AccuMold single cuff case	ea	NP166	1	\$ 15.00 -	\$ 15.00
24	Hand cuff case (double)	Bianchi AccuMold double cuff case #7317	ea	NP167	1	\$ 21.00 -	\$ 21.00
25	Boots (Patrol & Correction)	Danner Acadia - 200gram Insulated	ea	SP597	1	\$ 251.75 -	\$ 251.75
26	Boots (Patrol & Correction)	Danner Acadia - Nylon & Leather	ea	SP285	1	\$ 247.00 -	\$ 247.00
27	Duty Belt Suspenders (set)	D-Ring 4 pack & tactical harness	ea	NY469 + NY470	5	\$ 53.25 -	\$ 266.25

Total Bid Proposal	\$ 18,028.05
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Exhibit A

BASE BID AMOUNT

LUMP SUM (excluding sales tax) \$ 18,028.05

LUMP SUM (excluding sales tax), in words Eighteen Thousand, Twenty-Eight Dollars and Five Cents

SUBMITTED ON October 3, 2016

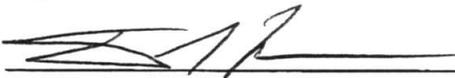
The Vendor by whom this bid is submitted and by whom the Agreement will be entered into, in case this bid is accepted, is a Corporation, Partnership, or Individual doing business at:

1340 Russell Cave Road, Attention: R. Michael Andrews
(STREET)

Lexington, KY 40505
(CITY) (STATE) (ZIP)

The undersigned hereby certifies and represents to signing this bid on behalf of the Vendor and admits the undersigned is authorized to do so by said Vendor.

Galls, LLC
Legal Name of Vendor


Signature of Authorized Person

Senior Director of Sales
Title

Exhibit B

AFFIDAVIT OF NON-COLLUSION

STATE OF WASHINGTON
County of Benton

David House (Vendor),
being first duly sworn, certifies that the bid above submitted is a genuine bid and not a sham or collusive bid or a bid made in the interest or on behalf of any person not therein named; and it is further certified that the said Vendor has not directly or indirectly induced or solicited any Vendor on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from submitting a bid; and that said Vendor has not in any manner sought by collusion to secure an advantage over other Vendor or Vendors.

Galls, LLC
(Company Name)


(Vendor's Signature)

Senior Director of Sales
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 3rd day of October, 2016.





NOTARY PUBLIC in and for the State of California
residing at Los Angeles

Exhibit C

ANTI-DISCRIMINATION CERTIFICATE

STATE OF WASHINGTON
County of Benton

The Vendor hereby stipulates that no person shall be discriminated against in the bidding of the supplies and/or materials herein and that the Vendor shall not refuse employment to any person related to this Agreement because of such person's race, creed, color, sex, sexual orientation, handicap or national origin. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

Galls, LLC

(Company Name)

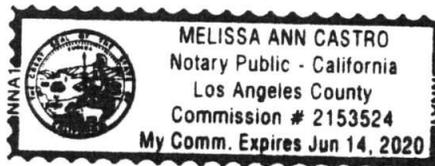


(Vendor's Signature)

David House, Senior Director of Sales

(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 3rd day of October, 2016.



NOTARY PUBLIC in and for the State of California,

residing at Los Angeles

BENTON COUNTY AGENDA ITEM

AGENDA ITEM: _____	Type of Action		
MEETING DATE: 10/18/16 9:05AM	Execute Contract	_____	CONSENT AGENDA <u> X </u>
SUBJECT: <u>Line Item Transfers</u>	Pass Resolution	<u> X </u>	PUBLIC HEARING _____
_____	Pass Ordinance	_____	1 ST DISCUSSION _____
_____	Pass Motion	_____	2 ND DISCUSSION _____
Prepared By: <u>Pat Austin</u>	Other	_____	OTHER _____
Reviewed By: <u>Loretta Smith-Kelty</u> <u>Paul Schut</u>	Approve for Hearing	_____	

BACKGROUND INFORMATION

Request for a line item transfers of funds to meet the line item budgeting requirements with regard to salaries and benefits. Over the past two years adjustments have not been made to the budget for COLAs and benefit increases.

SUMMARY

See attached line item transfer spreadsheet itemizing the transfer of funds.

RECOMMENDATION

Recommend approval.

FISCAL IMPACT

No fiscal impact. All funds are within the Superior Court 2015-2016 budget.

MOTION

I move to approve Resolution No. _____ authorizing line item transfer in the amount of \$19,100 as outlined on Exhibit "A" of the Resolution.

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 0000101, DEPARTMENT NUMBER 123.

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: Commissioners; Auditor; File, Superior Court

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Superior Court-Admin

Dept Nbr: 123

Fund Name: Current Expense

Fund Nbr: 0000101

TRANSFER FROM: Superior Court

TRANSFER TO: Superior Court

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.215	1473	Superior Court Judge Salary	\$16,000	512.210	1473	Superior Court Judge Sala	16,000
512.210	1489	Part-Time Office Help	\$1,600	512.210	1487	Administrative Assistant	1,600
512.220	4504	Rentals-Sm Equip	\$1,500	512.220	2104	Retirement	1,500
TOTAL			\$19,100	TOTAL			\$19,100

Explanation: Transfer of funds to more accurately cover the costs of salaries and benefits due to COLA's and benefits increasing over the past two years.

Prepared by: Patricia Austin, Superior Court Administrator

Date: 11-Oct-2016

Approved

Denied

Date: _____

Chairman

Member

Member

<p><u>AGENDA ITEM</u> MTG. DATE: October 18, 2016 SUBJECT: Ord. Amendments to BCC 3.04, 3.08, 3.12, 3.16, 3.18 & 3.24 MEMO DATE: Sept. 28, 2016 Prepared By: Shari Ginther Reviewed By: Steve Brown</p>	<p><u>TYPE OF ACTION NEEDED</u> Execute Contract Pass Resolution X Pass Ordinance X Pass Motion X Other</p>	<p>Consent Agenda Public Hearing X 1st Discussion 2nd Discussion Other</p>
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BACKGROUND INFORMATION

The State adopted new International Building, Residential, Mechanical, Fire, Swimming Pool and Uniform Plumbing Codes effective July 1, 2016. In order to implement these codes as required by State Statutes our office has prepared the ordinances for review and implementation of the 2015 International Codes and the 2015 Uniform Plumbing Code. Attached for the Board’s review are copies of the ordinances revising Benton County Codes 3.04-Building Code, 3.08-Plumbing Code, 3.12-Mechanical Code, 3.16-Fire Code, 3.18-Minimum Standards for Fire Flows, Water Mains, Fire Hydrants, and Roads and 3.24-Swimming Pool and Spa Code. The Board will need to open the public hearings individually for each one of the ordinances to receive comments both for and against the proposed ordinances. After completion of each hearing the Board will need to make a motion to approve the amendments as recommended by the Building Department or with any modifications the Board may feel is necessary based on the testimony received.

Representatives of the Building Dept., Fire Marshal’s Office and the Prosecuting Attorney's Office will be available to discuss these issues with the Board and to answer questions from the public and Board at the public hearing.

SUMMARY

The public hearing has been advertised for the Board of County Commissioners to receive testimony on the ordinance amendments. The Board will need to receive testimony with reference to this matter and take action at the public hearings.

RECOMMENDATION

It is the recommendation of staff that the Board adopt the ordinances as presented by staff.

FISCAL IMPACT

None

MOTION

After the conclusion of each public hearing for the respective ordinances the Board will need to make a motion to approve the ordinances with any modification that the Board may feel is appropriate or as recommended by staff.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUILDING: RELATING TO THE BUILDING CODE; AMENDING ORDINANCE 395, SECTION 3, ORDINANCE 527, SECTION 1 AND BCC 3.04.010; AMENDING ORDINANCE 568, SECTION 1 AND BCC 3.04.015; AMENDING ORDINANCE 99, SECTION 3, ORDINANCE 242, SECTION 2, ORDINANCE 527, SECTION 2 AND BCC 3.04.020; AMENDING ORDINANCE 138, SECTION 4, ORDINANCE 395, SECTION 6, ORDINANCE 527, SECTION 4 AND BCC 3.04.040; AMENDING ORDINANCE 568, SECTION 2 AND BCC 3.04.041; AMENDING ORDINANCE 272, SECTION 12, ORDINANCE 527, SECTION 5 AND BCC 3.04.053. ADOPTING THE 2015 EDITION OF THE INTERNATIONAL BUILDING CODE INCLUDING APPENDICES C, E, AND J, AND THE 2015 EDITION OF THE INTERNATIONAL RESIDENTIAL CODE EXCEPT CHAPTER 11 AND CHAPTER 25 THROUGH CHAPTER 43.

WHEREAS, a public hearing set for on Tuesday, October 18, 2016 in the Commissioners meeting room, Third Floor, Courthouse, Prosser WA 99350, to consider the above ordinance amendments; and,

WHEREAS, at said hearing, the Board of County Commissioners considered the recommendation of approval from the Building Department for amending Title 3.04, BCC, all oral and written testimony presented at the hearing; and,

WHEREAS, the Board did review the proposed ordinance; and,

WHEREAS, the Board of County Commissioners is satisfied that it appears to be in the best interest of the public to adopt said ordinance and the respective amendments; THEREFORE,

BE IT RESOLVED that Ordinance No. _____, an ordinance relating to the building code regarding adoption of the 2015 Edition of the International Building and Residential Codes be adopted and shall take effect upon its passage and adoption.

DATED THIS _____ DAY OF _____.

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County
Commissioners of Benton County
Washington.

Attest _____
Clerk of the Board
Bldg/PA

Steve Brown/slg

ORDINANCE NO. _____

AN ORDINANCE relating to the building code; amending Ordinance 395, Section 3, Ordinance 527, Section 1 and BCC 3.04.010; amending Ordinance 568, Section 1 and BCC 3.04.015; amending Ordinance 99, Section 3, Ordinance 242, Section 2, Ordinance 527, Section 2 and BCC 3.04.020; amending Ordinance 138, Section 4, Ordinance 395, Section 6, Ordinance 527, Section 4 and BCC 3.04.040; amending Ordinance 568, Section 2 and BCC 3.04.041; amending Ordinance 272, Section 12, Ordinance 527, Section 5 and BCC 3.04.053.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

SECTION 1. Ordinance 395, Section 3, Ordinance 527, Section 1 and BCC 3.04.010 are hereby amended to read as follows:

3.04.010 ADOPTION OF INTERNATIONAL BUILDING CODE, INTERNATIONAL RESIDENTIAL CODE AND THE UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS. (a) The ~~((2012))~~ 2015 Edition of the International Building Code, published by the International Code Council, Inc., including Appendices C, E, and J, and the ~~((2012))~~ 2015 Edition of the International Residential Code except Chapter 11 and Chapter 25 through Chapter ~~((42))~~ 43 of such code published by the International Code Council, Inc., as now adopted or hereafter amended by the State of Washington, are hereby adopted by Benton County.

(b) The provisions of the International Residential Code for One- and Two-Family Dwellings shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal and demolition of detached one- and two-family dwellings and ~~((+))~~ townhouses ~~((+))~~ not more than three (3) stories above grade plane in height with a separate means of egress and their ~~((accessory))~~ accessory structures not more than (3) stories above grade plane in height, including adult family homes, foster family care homes and family day care homes licensed by the Washington state department of social and health services.

(c) All other buildings hereafter erected or constructed, enlarged, altered, repaired, removed, demolished or converted, except electric utility substations and related uninhabited structures, shall be done in conformity with the provisions of the ~~((2012))~~ 2015 Edition of the International Building Code, except as expressly provided herein. The Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, is also hereby adopted.

SECTION 2. Ordinance 568, Section 1 and BCC 3.04.015 are hereby amended to read as follows:

3.04.015 DEFINITIONS. The following is added as a definition to Section 202 of the ~~((2012))~~ 2015 Edition of the International Building Code:

HOP PROCESSING AND STORAGE FACILITY. A building or multiple buildings where the hop plant is harvested. Hop vines are brought to the facility, and cones are then separated from the leaf and vine of the plant. The cones are dried and then packaged into compressed bales. After bailing, the hops are temporarily stored and then prepared for shipment to customers.

SECTION 3. Ordinance 99, Section 3, Ordinance 242, Section 2, Ordinance 527, Section 2 and BCC 3.04.020 are hereby amended to read as follows:

3.04.020 BOARD OF APPEALS. Section 113.1 of the ((2012)) 2015 Edition of the International Building Code and Section 112.1 of the ((2012)) 2015 Edition of the International Residential Code shall be amended to read as follows:

~~(("BOARD OF APPEALS — In order to determine the suitability of alternate materials and methods of construction and to provide for reasonable interpretation of the provisions of this code there shall be and is hereby created a Board of Appeals "Board," consisting of seven members who are qualified by experience and training to pass upon matters pertaining to building construction. The Board shall be jointly appointed by the Mayors of the cities of Pasco, Kennewick, Richland and West Richland and the Chairmen of the Boards of County Commissioners of Benton and Franklin Counties, and shall serve at their pleasure. The Building Official of each appointing agency, or representative, shall be an ex-officio member of the Board and shall serve as secretary to the Board on a rotating basis. The Board shall adopt reasonable rules and regulations for conducting its investigations and shall render all decisions and findings in writing to all the Building Officials with a duplicate copy to the appellant and may recommend to the City Councils and/or Boards of County Commissioners such new legislation as is consistent therewith."))~~

BOARD OF APPEALS.

- (a) A Board of Appeals is hereby created to hear and decide appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code; to determine the suitability of alternate materials and methods of construction; and to provide for reasonable interpretations of the provisions of this code.
- (b) The Board consists of seven members who are qualified by experience and training to pass upon matters pertaining to building construction. Each member of the Board must be jointly appointed by the mayors of the cities of Pasco, Kennewick, Richland, and West Richland and the chairpersons of the Boards of County Commissioners of Benton and Franklin counties, and shall serve at their pleasure. The building official of each local government whose representative, as required by this section, jointly appoints members to the Board is an ex-officio member of the Board. Each building official serving as an ex-officio member shall serve as secretary of the Board on a rotating basis.
- (c) The Board must adopt reasonable rules and regulations for conducting its investigations and must render all decisions and findings in writing to the appellant. Duplicate copies of all decisions and findings of the Board must be provided to all building officials. The Board may recommend to the city councils, the boards of county commissioners, or both, new legislation consistent with the decisions and findings of the Board.

(d) For purposes of this section, "Board" means the Board of Appeals created in accordance with this section."

SECTION 4. Ordinance 138, Section 4, Ordinance 395, Section 6, Ordinance 527, Section 4 and BCC 3.04.040 are hereby amended to read as follows:

3.04.040 SNOW LOADS. (a) Snow Loads for One and Two Family Dwellings. Pursuant to Table R301.2(5) of the ~~((2012))~~ 2015 Edition of the International Residential Code, the minimum snow load for unincorporated Benton County is established as twenty (20) pounds per square foot, provided that in those cases in which the building official determines that such minimum snow load should be increased, the building official may require such minimum snow load as he determines is necessary based upon analysis of local climate and topography and the publication Snow Load Analysis of Washington as published by the ~~((Association of Structural Engineers of Washington.))~~ Structural Engineers Association of Washington.

(b) Snow Loads Under International Building Code. Section 1608.2 is amended to read as follows:

The minimum ground snow load for unincorporated Benton County is established as twenty (20) pounds per square foot, provided that in those cases in which the building official determines that such minimum snow load should be increased, the building official may require such minimum snow load as he determines is necessary based upon analysis of local climate and topography and the publication Snow Load Analysis of Washington as published by the ~~((Association of Structural Engineers of Washington.))~~ Structural Engineers Association of Washington.

SECTION 5. Ordinance 568, Section 2 and BCC 3.04.041 are hereby amended to read as follows:

3.04.041 AUTOMATIC SPRINKLER SYSTEM-WHERE REQUIRED. Section 903.2 of the ~~((2012))~~ 2015 Edition of the International Building Code shall be amended to read as follows:

Approved *automatic sprinkler systems* in the new buildings and structure shall be provided in the locations described in Section 903.2.1 through 903.2.12.

Exceptions: *Hop processing and storage facilities* and spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided those facilities and spaces or areas are equipped throughout with an automatic smoke detection system if required by the terms of Section 907.2. Additionally, the spaces and areas in telecommunications buildings must be separated from the remainder of the building by not less than 1-hour *fire barriers* constructed in accordance with Section 707 or not less than 2-hour *horizontal assemblies* constructed in accordance with Section 711, or both.

SECTION 6. Ordinance 272, Section 12, Ordinance 527, Section 5 and BCC 3.04.053 are hereby amended to read as follows:

3.04.053 CERTIFICATE OF OCCUPANCY. ~~((When required.))~~
(a) All applicable Building Department inspections ~~((as per))~~

required by the ((2012)) 2015 Editions of the International Building Code, International Residential Code, Uniform Plumbing Code (UPC), International Mechanical Code, International Fuel Gas Code, and International Fire Code and by any federal, state, or local agency with jurisdiction, shall have been requested and approved prior to the issuance of a Certificate of Occupancy.

(b) When required, the encroachment shall be completed to meet the Public Works Department Standards and a final encroachment permit shall be issued by the Public Works Department prior to the issuance of a Certificate of Occupancy.

SECTION 7. Severability. If any provision of this Ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the Ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 8. Effective Date. This Ordinance shall take effect and be in full force upon its passage and adoption.

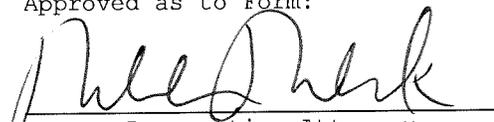
ADOPTED AND PASSED this _____ day of _____.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Approved as to Form:



Deputy Prosecuting Attorney

Constituting the Board of
County Commissioners of
Benton County, Washington

Attest: _____
Clerk of the Board

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUILDING: RELATING TO THE PLUMBING CODE; AMENDING ORDINANCE 396, SECTION 3, ORDINANCE 528, SECTION 1 AND BCC 3.08.010; AMENDING ORDINANCE 528, SECTION 2 AND BCC 3.08.070; AMENDING ORDINANCE 528, SECTION 3 AND BCC 3.08.080. ADOPTING THE 2015 EDITION OF THE UNIFORM PLUMBING CODE, INCLUDING APPENDICES A, B AND I AND UNIFORM PLUMBING CODE STANDARDS EXCEPT CHAPTERS 12 AND 14 AND THOSE REQUIREMENTS RELATING TO VENTING AND COMBUSTION AIR OF FUEL FIRED APPLIANCES AND THOSE PORTIONS OF THE CODE ADDRESSING BUILDING SEWERS.

WHEREAS, a public hearing set for on Tuesday, October 18, 2016 in the Commissioners meeting room, Third Floor, Courthouse, Prosser WA 99350, to consider the above ordinance amendments; and,

WHEREAS, at said hearing, the Board of County Commissioners considered the recommendation of approval from the Building Department for amending Title 3.08, BCC, all oral and written testimony presented at the hearing; and,

WHEREAS, the Board did review the proposed ordinance; and,

WHEREAS, the Board of County Commissioners is satisfied that it appears to be in the best interest of the public to adopt said ordinance and the respective amendments; THEREFORE,

BE IT RESOLVED that Ordinance No. _____, an ordinance relating to the plumbing code regarding adoption of the 2015 Edition of the Uniform Plumbing Code and Uniform Plumbing Code Standards be adopted and shall take effect upon its passage and adoption.

DATED THIS _____ DAY OF _____.

Chairman of the Board

Chairman Pro Tem

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

Attest _____
Clerk of the Board
Bldg/PA

Steve Brown/slg

ORDINANCE NO. _____

AN ORDINANCE relating to the plumbing code; amending Ordinance 396, Section 3, Ordinance 528, Section 1 and BCC 3.08.010; amending Ordinance 528, Section 2 and BCC 3.08.070; amending Ordinance 528, Section 3 and BCC 3.08.080.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

SECTION 1. Ordinance 396, Section 3, Ordinance 528, Section 1 and BCC 3.08.010 are hereby amended to read as follows:

3.08.010 ADOPTION OF UNIFORM PLUMBING CODE AND UNIFORM PLUMBING CODE STANDARDS. The ((2012)) 2015 Edition of the Uniform Plumbing Code, including appendices A, B and I and Uniform Plumbing Code Standards published by the International Association of Plumbing and Mechanical Officials, except Chapters-12 and ((15)) 14 thereof and those requirements of the Uniform Plumbing Code relating to venting and combustion air of fuel fired appliances as found in chapter 5 and those portions of the code addressing building sewers, as now adopted or hereafter amended by the State of Washington, is hereby adopted by Benton County and all plumbing hereafter installed, altered, repaired, added to, used or maintained shall be done in conformity with the provisions of the Uniform Plumbing Code and Uniform Plumbing Code Standards, except as expressly provided herein.

SECTION 2. Ordinance 528, Section 2 and BCC 3.08.070 are hereby amended to read as follows:

3.08.070 ADMINISTRATION. The Benton County Building Department shall have responsibility for the administration of this chapter and shall appoint an inspector or inspectors who shall be responsible for all inspections required by the ((2012)) 2015 Edition of the Uniform Plumbing Code and Uniform Plumbing Code Standards.

SECTION 3. Ordinance 528, Section 3 and BCC 3.08.080 are hereby amended to read as follows:

3.08.080 REGISTRATION AND CERTIFICATE OF COMPETENCY. (a) Except as otherwise provided by law, no person, firm or corporation shall engage in any installation, removal, alteration, relocation, replacement or repair of any plumbing or drainage system, or any part thereof, unless such person shall possess a valid certificate of competency as provided by Chapter 18.106 RCW.

(b) Except as otherwise provided by law, no person shall engage in any installation, removal, alteration, relocation, replacement or repair of any plumbing or drainage system, or any part thereof, unless such person shall possess a valid certificate of competency as provided by Chapter 18.106 RCW.

(c) No plumbing work shall be commenced and no permit required by the ((2012)) 2015 Edition of the Uniform Plumbing Code and Uniform Plumbing Code Standards, as herein adopted, shall be issued until the person, firm or corporation doing such work shall supply the Benton County Building Department with evidence of valid certification and registration as herein above required.

Ordinance No. _____

Continued

Page 2

SECTION 4. Severability. If any provision of this Ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the Ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 5. Effective Date. This Ordinance shall take effect and be in full force upon its passage and adoption.

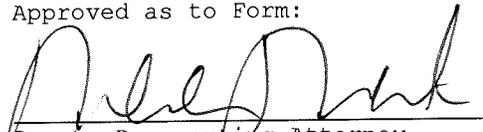
ADOPTED AND PASSED this _____ day of _____.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Approved as to Form:



Deputy Prosecuting Attorney

Constituting the Board of
County Commissioners of
Benton County, Washington

Attest: _____
Clerk of the Board

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUILDING; RELATING TO THE MECHANICAL CODE; AMENDING ORDINANCE 101, SECTION 1, ORDINANCE 397, SECTION 2, ORDINANCE 529, SECTION 1 AND BCC 3.12.010; AMENDING ORDINANCE 101, SECTION 3, ORDINANCE 240, SECTION 2, ORDINANCE 397, SECTION 3, ORDINANCE 529, SECTION 2 AND BCC 3.12.020. ADOPTING THE 2015 EDITION OF THE INTERNATIONAL MECHANICAL CODE AND THE 2015 EDITION OF THE INTERNATIONAL FUEL GAS CODE.

WHEREAS, a public hearing set for on Tuesday, October 18, 2016 in the Commissioners meeting room, Third Floor, Courthouse, Prosser WA 99350, to consider the above ordinance amendments; and,

WHEREAS, at said hearing, the Board of County Commissioners considered the recommendation of approval from the Building Department for amending Title 3.12, BCC, all oral and written testimony presented at the hearing; and,

WHEREAS, the Board did review the proposed ordinance; and,

WHEREAS, the Board of County Commissioners is satisfied that it appears to be in the best interest of the public to adopt said ordinance and the respective amendments; THEREFORE,

BE IT RESOLVED that Ordinance No. _____, an ordinance relating to the mechanical code regarding adoption of the 2015 Edition of the International Mechanical and Fuel Gas Codes be adopted and shall take effect upon its passage and adoption.

DATED THIS _____ DAY OF _____.

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County
Commissioners of Benton County
Washington.

Attest _____
Clerk of the Board
Bldg/PA

Steve Brown/slg

ORDINANCE NO. _____

AN ORDINANCE relating to the mechanical code; amending Ordinance 101, Section 1, Ordinance 397, Section 2, Ordinance 529, Section 1 and BCC 3.12.010; amending Ordinance 101, Section 3, Ordinance 240, Section 2, Ordinance 397, Section 3, Ordinance 529, Section 2 and BCC 3.12.020.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

SECTION 1. Ordinance 101, Section 1, Ordinance 397, Section 2, Ordinance 529, Section 1 and BCC 3.12.010 are hereby amended to read as follows:

3.12.010 ADOPTION OF INTERNATIONAL MECHANICAL CODE AND INTERNATIONAL FUEL GAS CODE.

(a) The ((2012)) 2015 Edition of the International Mechanical Code and the ((2012)) 2015 Edition of the International Fuel Gas Code published by the International Code Council, Inc., as now adopted or hereafter amended by the State of Washington, are hereby adopted by Benton County ((and)) .

(b) Except as provided in subsection (c) of this section, the provisions of the International Mechanical Code shall regulate the design, installation, maintenance, alteration, and inspection of mechanical systems that are permanently installed and utilized to provide control of environmental conditions and related processes within buildings, as well as those mechanical systems, system components, equipment, and appliances specifically addressed in the code, including all heating, ventilation, comfort cooling, refrigeration systems, incinerators and other heat producing appliances hereafter installed, altered, repaired, relocated, added to, used or maintained ((shall be done in conformity with the provisions of the International Mechanical Code and International Fuel Gas Code,)) . The provisions of the International Fuel Gas Code shall regulate the installation of fuel gas distribution piping and equipment, fuel gas-fired appliances, and fuel gas-fired appliance venting systems.

(c) (i) Detached one - and two - family dwellings and multiple single family dwellings and townhouses not more than three stories high with separate means of egress and their accessory structures shall comply with the International Residential Code as adopted in chapter 3.04 of the Benton County Code. (ii) The standards for liquefied petroleum gas installations shall be the 2014 edition of NFPA 58 LPGC and the 2015 edition of ANSI Z223.1/NFPA 54 (National Fuel Gas Code), except as expressly provided herein.

SECTION 2. Ordinance 101, Section 3, Ordinance 240, Section 2, Ordinance 397, Section 3, Ordinance 529, Section 2 and BCC 3.12.020 are hereby amended to read as follows:

3.12.020 BOARD OF APPEALS. Section 109((+2)) of the ((2012)) 2015 International Mechanical Code and the International Fuel Gas Code shall be superseded and replaced with the following:

(("BOARD OF APPEALS - In order to determine the suitability of alternate materials and methods of construction and to provide for reasonable interpretation of the provisions of this code, there

~~shall be and is hereby created a Board of Appeals "Board," consisting of seven (7) members who are qualified by experience and training to pass upon matters pertaining to building construction. The Board shall be jointly appointed by the Mayors of the Cities of Pasco, Kennewick, Richland, and West Richland and the Chairmen of the Board of County Commissioners of Benton and Franklin Counties, and serve at their pleasure. The Building Official of each appointing agency, or representative, shall be an ex-officio member of the Board of Appeals and shall serve as secretary to the Board of Appeals on a rotating basis. The Board of Appeals shall adopt reasonable rules and regulations for conducting its investigations and shall render all decisions and findings in writing to all the Building Officials with a duplicate copy to the appellant and may recommend to the City Councils and/or Boards of County Commissioners such new legislation as is consistent therewith.")~~

"BOARD OF APPEALS.

- (a) A Board of Appeals is hereby created to hear and decide appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code; to determine the suitability of alternate materials and methods of construction; and to provide for reasonable interpretations of the provisions of this code.

- (b) The Board consists of seven members who are qualified by experience and training to pass upon matters pertaining to building construction. Each member of the Board must be jointly appointed by the mayors of the cities of Pasco, Kennewick, Richland, and West Richland and the chairpersons of the Boards of County Commissioners of Benton and Franklin counties, and shall serve at their pleasure. The building official of each local government whose representative, as required by this section, jointly appoints members to the Board is an ex-officio member of the Board. Each building official serving as an ex officio member shall serve as secretary of the Board on a rotating basis.

- (c) The Board must adopt reasonable rules and regulations for conducting its investigations and must render all decisions and findings in writing to the appellant. Duplicate copies of all decisions and findings of the Board must be provided to all building officials. The Board may recommend to the city councils, the boards of county commissioners, or both, new legislation consistent with the decisions and findings of the Board.

- (d) For purposes of this section, "Board" means the Board of Appeals created in accordance with this section."

SECTION 3. Severability. If any provision of this Ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the Ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

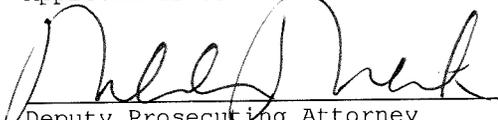
SECTION 4. Effective Date. This Ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this _____ day of _____.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Approved as to Form:


Deputy Prosecuting Attorney

Constituting the Board of
County Commissioners of
Benton County, Washington

Attest: _____
Clerk of the Board

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUILDING: RELATING TO THE FIRE CODE; AMENDING ORDINANCE 241, SECTION 1, ORDINANCE 400, SECTION 4, ORDINANCE 452, SECTION 1, ORDINANCE 530, SECTION 1 AND BCC 3.16.010; AMENDING ORDINANCE 478, SECTION 2, ORDINANCE 530, SECTION 2, ORDINANCE 569, SECTION 1 AND BCC 3.16.015; AMENDING ORDINANCE 400, SECTION 6, ORDINANCE 530, SECTION 3 AND BCC 3.16.019; AMENDING ORDINANCE 530, SECTION 4 AND BCC 3.16.023; AMENDING ORDINANCE 530, SECTION 5 AND BCC 3.16.025; AMENDING ORDINANCE 530, SECTION 6 AND BCC 3.16.027; AMENDING ORDINANCE 530, SECTION 9 AND BCC 3.16.032; AMENDING ORDINANCE 478, SECTION 11 AND BCC 3.16.038; AMENDING ORDINANCE 385, SECTION 5, ORDINANCE 478, SECTION 12 AND BCC 3.16.039; AMENDING ORDINANCE 569, SECTION 2 AND BCC 3.16.042. ADOPTING THE 2015 EDITION OF THE INTERNATIONAL FIRE CODE INCLUDING APPENDIX F AND THE AMENDMENTS IN CHAPTER 51-54A WAC.

WHEREAS, a public hearing set for on Tuesday, October 18, 2016 in the Commissioners meeting room, Third Floor, Courthouse, Prosser WA 99350, to consider the above ordinance amendments; and,

WHEREAS, at said hearing, the Board of County Commissioners considered the recommendation of approval from the Building Department for amending Title 3.16, BCC, all oral and written testimony presented at the hearing; and,

WHEREAS, the Board did review the proposed ordinance; and,

WHEREAS, the Board of County Commissioners is satisfied that it appears to be in the best interest of the public to adopt said ordinance and the respective amendments; THEREFORE,

BE IT RESOLVED that Ordinance No. _____, an ordinance relating to the fire code regarding adoption of the 2015 Edition of the International Fire Code including appendix F and the amendments in Chapter 51-54A WAC be adopted and shall take effect upon its passage and adoption.

DATED THIS _____ DAY OF _____.

Chairman of the Board

Chairman Pro Tem

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

Attest _____
Clerk of the Board
Bldg/PA

Steve Brown/slg

ORDINANCE NO. _____

AN ORDINANCE relating to the fire code; amending Ordinance 241, Section 1, Ordinance 400, Section 4, Ordinance 452, Section 1, Ordinance 530, Section 1 and BCC 3.16.010; amending Ordinance 478, Section 2, Ordinance 530, Section 2, Ordinance 569, Section 1 and BCC 3.16.015; amending Ordinance 400, Section 6, Ordinance 530, Section 3 and BCC 3.16.019; amending Ordinance 530, Section 4 and BCC 3.16.023; amending Ordinance 530, Section 5 and BCC 3.16.025; amending Ordinance 530, Section 6 and BCC 3.16.027; amending Ordinance 530, Section 9 and BCC 3.16.032; amending Ordinance 478, Section 11 and BCC 3.16.038; amending Ordinance 385, Section 5, Ordinance 478, Section 12 and BCC 3.16.039; amending Ordinance 569, Section 2 and BCC 3.16.042.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

SECTION 1. Ordinance 241, Section 1, Ordinance 400, Section 4, Ordinance 452, Section 1, Ordinance 530, Section 1 and BCC 3.16.010 are hereby amended to read as follows:

3.16.010 ADOPTION OF THE INTERNATIONAL FIRE CODE. The ((2012)) 2015 edition of the International Fire Code published by the International Code Council, Inc. including ((~~appendices A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z~~)) appendix F((~~(7)~~)) and the amendments in Chapter 51-54A WAC as now adopted or hereafter amended by the State of Washington is hereby adopted by Benton County and all buildings hereafter erected or constructed, enlarged, altered, repaired, removed, demolished or converted shall be done in conformity with the provisions of the International Fire Code, except as expressly provided herein.

SECTION 2. Ordinance 478, Section 2, Ordinance 530, Section 2, Ordinance 569, Section 1 and BCC 3.16.015 are hereby amended to read as follows:

3.16.015 DEFINITIONS. For the purposes of this chapter and the ((2012)) 2015 edition of the International Fire Code as adopted hereby, the following words and phrases shall have the indicated meanings:

(1) "Agricultural Burning" means the burning of vegetative debris from an agricultural operation necessary for disease or pest control, necessary for crop propagation and/or crop rotation, or burning identified as a best management practice by the agricultural burning practices and research task force established in RCW 70.94.~~((650))~~6528 or other authoritative source on agricultural practices. Propane flaming for the purpose of vegetative debris removal is considered commercial agricultural burning.

(2) "Benton Clean Air Agency" is the air pollution control authority activated by the Benton County Board of Commissioners under Chapter 70.94 RCW.

(3) "Electrical code" shall mean the National Electrical Code as adopted by the State of Washington.

(4) "Energy Release Component (ERC)" means a number related to the available energy (BTU) per unit area (square foot) within the flaming front at the head of a fire.

(5) "Expanded Resource Ordering Coordinator" means the one person so designated in writing by a majority of the fire protection districts operating in Benton County.

(6) "Fire Code" shall mean the International Fire Code.

(7) "Fire Code Official" shall mean the Benton County Fire Marshal or Representative.

(8) "Fire Chief," "Chief," "Local District Fire Chief" shall mean the chief officer of a fire protection district formed under Title 52 of the Revised Code of Washington and that operates in any portion of Benton County.

(9) "Fire Department" shall mean the fire authority normally responsible for fire protection in the area.

(10) "Fire Inspector" shall mean the personnel designated and assigned to perform fire inspection functions by the Benton County Fire Marshal.

(11) "Fire Marshal" shall mean the Benton County Fire Marshal or representative.

(12) "Fire Weather Watch" shall mean that critical fire weather conditions are imminent or are occurring.

(13) "Fireworks" shall mean those devices meeting the current definition of fireworks as found in the Washington State Fireworks Law, Chapter 70.77 RCW.

(14) "Hop Processing and Storage Facility" means a building or multiple buildings where the hop plant is harvested. Hop vines are brought to the facility, and cones are then separated from the leaf and vine of the plant. The cones are dried and then packaged into compressed bales. After bailing, the hops are temporarily stored and then prepared for shipment to customers.

(15) "Incidental Agricultural Burning" means the burning of orchard pruning, vegetative burning along fence lines or fence row and wind-blown organic debris.

(16) "Jurisdiction" shall mean Benton County.

(17) "NFDRS" is the National Fire Danger Rating System produced by the Wildland Fire Assessment System operated by USDA Forest Service..

(18) "Outdoor Burning" means the combustion of material of any type in an open fire or in an outdoor container without providing for control of combustion or the control of emissions from the combustion. Outdoor burning means all types of outdoor burning, except agricultural burning and silvicultural burning as described in RCW 70.94. (~~743(3)~~) 6514.

(19) "Police Department" or "Police Officers" shall mean the Benton County Sheriff's Department.

(20) "Red Flag Warning" is a notification so denoted issued by the Pendleton, Oregon Weather Forecast Office of the National Weather Service that considers both weather (heat, wind, atmospheric stability, lightning, and humidity) and fuel conditions in determining that the combined conditions indicate a higher probability of fire ignition and the potential rate of spread and difficulty to control a fire once it ignites.

(21) "Silvicultural Burning" means burning of wood fiber on forest land in accordance with the provisions of RCW 70.94.6534.

~~((21))~~ (22) "Urban Growth Area (UGA)" means those areas designated as such by Benton County pursuant to RCW 36.70A.110.

~~((22))~~ (23) "Weather" means predicted weather conditions or unpredicted weather events which may increase the probability of ignition and/or the potential rate of spread and difficulty to control a fire.

SECTION 3. Ordinance 400, Section 6, Ordinance 530, Section 3 and BCC 3.16.019 are hereby amended to read as follows:

3.16.019 BOARD OF APPEALS. ~~((Section A101.2 of the 2012 Edition of the International Fire Code is deleted and replaced with the following:~~

~~"BOARD OF APPEALS — In order to determine the suitability of alternate materials and methods of construction and to provide for reasonable interpretation of the provisions of this code there shall be and is hereby created a Board of Appeals "Board," consisting of seven members who are qualified by experience and training to pass upon matters pertaining to building construction. The Board shall be jointly appointed by the Mayors of the cities of Pasco, Kennewick, Richland and West Richland and the Chairmen of the Boards of County Commissioners of Benton and Franklin Counties, and shall serve at their pleasure. The Building Official of each appointing agency, or representative, shall be an ex-officio member of the Board and shall serve as secretary to the Board on a rotating basis. The Board shall adopt reasonable rules and regulations for conducting its investigations and shall render all decisions and findings in writing to all the Building Officials with a duplicate copy to the appellant and may recommend to the City Councils and/or Boards of County Commissioners such new legislation as is consistent therewith.")~~

(a) A Board of Appeals is hereby created to hear and decide appeals of orders, decisions, or determinations made by the fire code official relative to the application and interpretation of the International Fire Code; to determine the suitability of alternate materials and methods of construction; and to provide for reasonable interpretations of the provisions of International Fire Code.

(b) The Board consists of seven members who are qualified by experience and training to pass upon matters pertaining to building construction. Each member of the Board must be jointly appointed by the mayors of the cities of Pasco, Kennewick, Richland, and West Richland and the chairpersons of the Boards of County Commissioners of Benton and Franklin counties, and shall serve at their pleasure. The building official of each local government whose representative, as required by this section, jointly appoints members to the Board is an ex-officio member of the Board. Each building official serving as an ex officio member shall serve as secretary of the Board on a rotating basis.

(c) The Board must adopt reasonable rules and regulations for conducting its investigations and must render all decisions and findings in writing to the appellant. Duplicate copies of all decisions and findings of the Board must be provided to all building officials. The Board may recommend to the city councils, the boards of county commissioners, or both, new legislation consistent with the decisions and findings of the Board.

(d) For purposes of this section, "Board" means the Board of Appeals created in accordance with this section.

SECTION 4. Ordinance 530, Section 4 and BCC 3.16.023 are hereby amended to read as follows:

3.16.023 TANK STORAGE - BULK STORAGE. The geographical limits referred to in Section ~~(4)~~ 5~~(4)~~704 2.9.6.1 and 5706.2.4.4 of the ~~(2012)~~ 2015 edition of the International Fire Code in which storage of Class I and Class II liquids in aboveground tanks inside or outside of buildings is prohibited, are hereby established. The prohibitions in those sections shall apply to all areas in which the International Fire Code is in force, except for within the following zoning districts: LI (Light Industrial District), HI (Heavy Industrial District), RL-5 (Rural Lands Five Acre District), RL-20 (Rural Lands Twenty Acre District), GMAAD (Growth Management Act Agricultural District), and U (Unclassified District); provided, however, that the Fire Marshal may issue a special permit for such storage, where in the judgment of the Fire Marshal, there is no undue danger to persons or property and where such storage would not be in conflict with other Benton County codes, ordinances or regulations.

SECTION 5. Ordinance 530, Section 5 and BCC 3.16.025 are hereby amended to read as follows:

3.16.025 LIQUEFIED PETROLEUM GASES. The geographical limits referred to in Section 6104.2 of the ~~(2012)~~ 2015 edition of the International Fire Code, in which bulk storage of liquefied petroleum gas is restricted, are hereby established and shall apply to all areas in which the International Fire Code is in force; provided, however, that the Benton County Fire Marshal or designee may issue a special permit for such storage, where in the judgment of the Fire Marshal, there is no undue danger to persons or property and where such storage would not be in conflict with other Benton County codes, ordinances, or regulations.

SECTION 6. Ordinance 530, Section 6 and BCC 3.16.027 are hereby amended to read as follows:

3.16.027 OPEN FLAME OR TORCHES. Section 308.1.3 of the ((2012)) 2015 edition of the International Fire Code is hereby amended to read:

Persons using a torch or other flame-producing device for removing paint, thawing pipes, or sweating pipe joints from or in any building or structure shall provide a minimum of one (1) portable fire extinguisher which complies with Section 906 of the International Fire Code and with a minimum 4-A rating, two (2) portable fire extinguishers, each with a minimum 2-A rating, or water hose connected to the water supply on the premises where such burning is done. The person doing the burning shall remain on the premises one (1) hour after the torch or flame producing device is last utilized.

SECTION 7. Ordinance 530, Section 9 and BCC 3.16.032 are hereby amended to read as follows:

3.16.032 SPECIAL PERMITS - GENERAL. (a) A permit shall constitute permission to maintain, store, use, or handle materials, or to conduct processes which produce conditions hazardous to life or property, or to install equipment used in connection with such activities. Such permission shall not be construed as authority to violate, cancel, or set aside any of the provisions of this chapter. Such permit shall not take the place of any license required by law. A list of all activities requiring a special permit are listed in the ((2012)) 2015 Edition of the International Fire Code.

(b) All permits issued under this chapter shall be presumed to contain the proviso that the applicant or the applicant's agents and employees shall carry out the proposed activity in compliance with all the requirements of this chapter and any other laws or regulations applicable thereto whether specified or not, and in complete accordance with the approved plans and specifications. The Fire Marshal may, in writing, suspend or revoke a permit issued under the provisions of this chapter whenever the permit is issued in error or on the basis of incorrect information supplied, or in violation of any ordinance or regulation or any of the provisions of this chapter and any approval of plans and specifications given in connection with the issuance of such permit shall likewise be void.

(c) The Benton County Fire Marshal or designee shall inspect and approve the receptacles, vehicles, buildings, devices, premises, storage spaces or areas to be used prior to issuance of a permit.

(d) Permits shall at all times be kept on the premises designated therein and shall at all times be subject to inspection by the Benton County Fire Marshal or designee.

(e) Whenever, under the provisions of this chapter and the International Fire Code, more than one permit is required for the same location, such permits may be consolidated into a single permit with no additional costs involved.

SECTION 8. Ordinance 478, Section 11 and BCC 3.16.038 are hereby amended to read as follows:

3.16.038 OUTDOOR BURNING AND AGRICULTURAL BURNING--WHEN PROHIBITED DUE TO FIRE DANGER. (a) Unless allowed by subsection (c) of this section, ~~((A))~~ outdoor burning, even if permitted by the Benton Clean Air Agency, is prohibited under the following conditions due to fire danger ~~((except as allowed by subsection (e) below))~~:

- (1) During a period when the Fire Danger Classification is High, Very High, or Extreme as determined by the Fire Marshal;
- (2) When wind speeds exceed 20 mph;
- (3) During any period in which a Red Flag Warning is in effect; or
- (4) When the Fire Marshal has ~~((made the))~~ issued notifications, as set forth in ~~((Section 5(e) below))~~ BCC 3.16.039(b), that a burn ban is in effect because of the deployment of significant local fire fighting resources.

(b) Unless allowed by subsection (d) of this section, ~~((A))~~ agricultural burning (including incidental agricultural burning), even if permitted by the Benton Clean Air Agency, is prohibited under the following conditions due to fire danger ~~((except as allowed by subsections (e) or (d) below))~~:

- (1) During a period when the Fire Danger Classification is Extreme as determined by the Fire Marshal;
- (2) When wind speeds exceed 20 miles per hour;
- (3) During any period in which a Red Flag Warning is in effect; or
- (4) When the Fire Marshal has ~~((made the))~~ issued notifications, as set forth in ~~((Section 5(e) below))~~ BCC 3.16.039(b), that a burn ban is in effect because of the deployment of a significant amount of local fire fighting resources.

(c) Between September 1st and November 1st of any year, outdoor burning otherwise prohibited under subsection (a) ~~((above))~~ of this section is allowed with the written permission of at least four (4) Fire Chiefs.

(d) Agricultural burning (including incidental agricultural burning) otherwise prohibited under subsection (b) ~~((1) above))~~ of this section may be allowed upon approval of the Fire Marshal and Fire Chief of the fire protection district, if any, in which the site of the requested burning is located. Such approval will be reflected by the issuance of a permit for an Agricultural Burn Exemption to Extreme Fire Danger Classification Burn Ban. Request for such a permit shall be made on the form provided by the Fire Marshal and submitted to the Fire Marshal and Fire Chief of the fire protection district in which the site of the proposed burning is located. Upon determination that the proposed agricultural burning does not pose a health and safety risk, the permit may be

issued, with whatever conditions are deemed appropriate, by either the Fire Marshal or the Fire Chief of the fire protection district with jurisdiction over the site of the proposed burn.

SECTION 9. Ordinance 385, Section 5, Ordinance 478, Section 12 and BCC 3.16.039 are hereby amended to read as follows:

3.16.039 OUTDOOR BURNING AND AGRICULTURAL BURNING--RED FLAG WARNINGS, AND DEPLOYMENT OF SIGNIFICANT FIRE FIGHTING RESOURCES--NOTIFICATION.

(a) Red Flag Warnings.

The Pendleton, Oregon Office of the National Weather Service Forecast Office may issue Red Flag Warnings from time to time. When the Benton County Fire Marshal receives notification that a Red Flag Warning has been issued for areas within Benton County, the Fire Marshal shall notify in writing each fire protection district operating in Benton County, the Benton Clean Air Agency, Benton County Emergency Management, and at least two local television stations, one print media, and one local radio station that a burn ban is in effect due to a Red Flag Warning.

(b) Deployment of Significant Local Fire Fighting Resources.

When the Fire Marshal has been notified by the Expanded Resource Ordering Coordinator designated by the fire protection districts in Benton County that significant local fire fighting resources have been dispatched to one or more fires, the Fire Marshal may exercise his or her discretion and implement a burn ban by notifying in writing each fire protection district operating in Benton County, the ~~(7)~~ Benton Clean Air Agency, ~~((and))~~ at least two local television stations, one print media, and one local radio station ~~((of the))~~ that a burn ban is in effect due to this condition.

SECTION 10. Ordinance 569, Section 2 and BCC 3.16.042 are hereby amended to read as follows:

3.16.042 AUTOMATIC SPRINKLER SYSTEM-WHERE REQUIRED. Section 903.2 of the ~~((2012))~~ 2015 Edition of the International Fire Code shall be amended to read as follows:

Approved automatic sprinkler system in new buildings and structure shall be provided in the locations described in Section 903.2.1 through 903.2.12.

Exceptions: *Hop processing and storage facilities* and spaces or areas in telecommunications buildings used exclusively for telecommunication equipment, associated electrical power distribution equipment, batteries and standby engines, provided those facilities and spaces or areas are equipped throughout with an automatic smoke detection system if required by the terms of Section 907.2. Additionally, the spaces and areas in telecommunications buildings must be separated from the remainder of the building by not less than 1-hour *fire barriers* constructed in accordance with Section 707 of the *International Building Code* or not less than 2-hour *horizontal assemblies* constructed in accordance with Section 711 of the *International Building Code*, or both.

Ordinance No. _____

Continued

Page 8

SECTION 11. Severability. If any provision of this Ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the Ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 12. Effective Date. This Ordinance shall take effect and be in full force upon its passage and adoption.

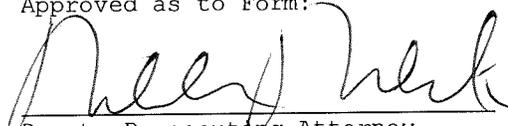
ADOPTED AND PASSED this _____ day of _____.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Approved as to Form:



Deputy Prosecuting Attorney

Constituting the Board of
County Commissioners of
Benton County, Washington

Attest: _____
Clerk of the Board

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUILDING: RELATING TO THE MINIMUM STANDARDS FOR FIRE FLOWS, WATER MAINS, FIRE HYDRANTS, AND ROADS; AMENDING ORDINANCE 149, SECTION 1 AND BCC 3.18.020; AMENDING ORDINANCE 461, SECTION 10 AND BCC 3.18.042. ADOPTING THE AMENDED MINIMUM STANDARDS FOR FIRE FLOWS, WATER MAINS, FIRE HYDRANTS, AND ROADS.

WHEREAS, a public hearing set for on Tuesday, October 18, 2016 in the Commissioners meeting room, Third Floor, Courthouse, Prosser WA 99350, to consider the above ordinance amendments; and,

WHEREAS, at said hearing, the Board of County Commissioners considered the recommendation of approval from the Building Department for amending Title 3.18, BCC, all oral and written testimony presented at the hearing; and,

WHEREAS, the Board did review the proposed ordinance; and,

WHEREAS, the Board of County Commissioners is satisfied that it appears to be in the best interest of the public to adopt said ordinance and the respective amendments; THEREFORE,

BE IT RESOLVED that Ordinance No. _____, an ordinance relating to the minimum standards for fire flows, water mains, fire hydrants, and roads be adopted and shall take effect upon its passage and adoption.

DATED THIS _____ DAY OF _____.

Chairman of the Board

Chairman Pro Tem

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

Attest _____

Clerk of the Board
Bldg/PA

Steve Brown/Slg

ORDINANCE NO. _____

AN ORDINANCE relating to the minimum standards for fire flows, water mains, fire hydrants, and roads; amending Ordinance 149, Section 1 and BCC 3.18.020; amending Ordinance 461, Section 10 and BCC 3.18.042.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

SECTION 1. Ordinance 149, Section 1 and BCC 3.18.020 are hereby amended to read as follows:

3.18.020 GENERAL APPLICABILITY. Except as hereinafter exempted, the following shall be subject to the provisions of this chapter:

- (a) New commercial, ~~((and))~~ new industrial, and new residential structures.
- (b) proposed subdivisions or short plat subdivisions.
- (c) Substantial alterations or additions to existing commercial or industrial structures.
- (d) Existing formal subdivisions, commercial or industrial structures when water mains are replaced.
- (e) Proposed mobile home parks and recreational vehicle parks.

SECTION 2. Ordinance 461, Section 10 and BCC 3.18.042 are hereby amended to read as follows:

3.18.045 MINIMUM ROAD REQUIREMENTS. (a) Except as otherwise provided in this chapter, the minimum acceptable improved surface for a private road shall be twenty (20) feet in width that is graded and with two (2) inches of compacted recycled concrete asphalt or two (2) inches of base course crushed surfacing in accordance with the specifications set forth in Standard Specifications for Road, Bridges and Municipal Construction published by the Washington State Department of Transportation, as now in effect or hereafter amended.

(b) The minimum improved surface of a private road may be twelve (12) feet in width surfaced with the materials set forth in subsection (a) above, if the private road serves six (6) or fewer dwelling units (a duplex constitutes two (2) dwelling units); provided, ~~((turnouts))~~ pullouts ten (10) feet wide and thirty (30) feet in length, surfaced in the same manner as the remainder of the private road, shall be placed every three hundred (300) feet from a public road unless the Fire Marshal makes a written determination that a greater spacing is allowable because such greater spacing would not endanger public health, safety or welfare.

(c) If a private road has any curves or turns, the required improved width of any such private road shall be as determined and set forth in writing by the Fire Marshal to a width deemed necessary to allow the appropriate fire fighting equipment to safely navigate such curves or turns. If no such written determination is requested of and made by the Fire Marshal, then

a private road with curves or turns must be improved to a width of twenty (20) feet in accordance with the standards set forth in subsection (a) above.

(d) All private roads must terminate in a turnaround that shall not require more than one backing up motion for a fire truck of at least thirty-seven (37) feet in length from bumper to bumper to completely turn around.

(e) All private roads shall be constructed to applicable standards set forth above and all conditions of approval of an encroachment permit shall be satisfied prior to any certificate of occupancy being issued for that parcel.

(f) Bridges and Culverts. All private roads over any drainage, river, creek, etc. shall be traversed by a private bridge or culvert capable of supporting at least sixty thousand (60,000) pounds or such higher weight as deemed necessary and designated in writing by the Fire Marshal. Private bridges over twenty (20) feet long are not allowed. Private bridges and culverts shall be designed to handle a 25-year storm event; provided, if located in an area designated as a 100-year flood plain, then the design must meet the 100-year flood event. A letter stating that the private bridge or culvert design meets the requirements of this section must be submitted by a licensed Washington State Civil Engineer prior to construction and, for private bridges, every two (2) years thereafter.

(g) Access - Gradients.

(1) For all developments accessed by private road, access shall be by at least one private road with a maximum gradient of twelve (12) percent or less; provided, such maximum gradient may be exceeded under either of the following circumstances:

(i) A maximum gradient of no more than fifteen (15) percent shall be permissible if the private road is surfaced with two (2) inches or more of asphalt or concrete; or

(ii) Subject to the written approval of the Fire Marshal, a maximum gradient of fifteen (15) percent may be allowed for less than two hundred (200) feet if such gradient is followed by a gradient of zero (0) percent for a period of six hundred (600) feet and adequately satisfies the vertical curve alignment necessary for the appropriate fire fighting equipment. This design may be repeated as needed.

(2) Notwithstanding subsection (1) above, the maximum gradient of a private road providing access to a dwelling unit shall not exceed twelve (12) percent at any point within two hundred (200) feet of an intersection of such private road with another private road or with a public road.

(3) If requested, as-built drawings of each completed private road shall be submitted. The as-built drawing shall bear the stamp of a Washington State Registered Civil Engineer.

(h) A street within a new development will normally be continued as an extension of existing street, unless good site planning dictates a different solution. Street patterns must take into

consideration access to adjacent properties. Sketches of a proposed street system for adjoining properties may be required if owned by the subdivider, or if the configuration of the large tracts make it necessary to provide future access through the property under consideration.

(1) A residential development exceeding sixteen (16) dwelling units that is served by a single access road over six hundred (600) feet in length and each lot is less than one (1) gross acre in size, must have a second entry street.

(2) All residential developments containing more than fifty (50) individual lots shall have a second entry street.

(3) Cul-de-sacs will be permitted where topography or other conditions justify their use. Without approval, they shall not exceed six hundred (600) feet.

(i) Access Identification - Uniform Address Posts. Address locator posts shall be installed and maintained in accordance with the standards adopted by Benton County. The owner of the property is responsible for maintaining and replacing address locator posts per the following requirements and standards:

(1) Address locator posts shall be perpendicular to the public right-of-way and shall be positioned off the road so as not to hinder the movement of traffic and road maintenance vehicles.

(2) The posts shall be located adjacent to the private easement point of encroachment and/or driveway.

(3) If the address posts initially installed by the County are damaged, replacement of the address signs can be obtained from Benton County Planning/Building Department by submitting a fee as set by resolution of the Board of County Commissioners. In lieu of the fee, owners may provide their own signs.

(4) The posts must be at least four (4) and less than six (6) feet in height with reflective address numbers each at least four (4) inches in height on both sides.

(5) The address posts shall be flexible and shall not be hazardous to moving vehicles because of sign materials. Only posts approved by the County are allowed to be put on the public right of way.

(6) Address numbers shall be mounted on the structure in addition to the address locator posts. The address shall be placed on the side of the structure that faces the road. It should be placed near a doorway; if no doorway exists on the side of the structure facing the right-of-way, the numbers shall be placed four to six (4 - 6) feet above ground level. The numbers shall be a minimum of four (4) inches in height and shall contrast with their background.

SECTION 3. Severability. If any provision of this Ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the Ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

Ordinance No. _____

Continued

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SECTION 4. Effective Date. This Ordinance shall take effect and be in full force upon its passage and adoption.

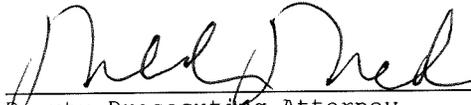
ADOPTED AND PASSED this _____ day of _____.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Approved as to Form:



Deputy Prosecuting Attorney

Constituting the Board of
County Commissioners of
Benton County, Washington

Attest: _____
Clerk of the Board

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUILDING: RELATING TO SWIMMING POOLS; AMENDING ORDINANCE 209, SECTION 1, ORDINANCE 329, SECTION 1 AND BCC 3.24.005; AMENDING ORDINANCE 209, SECTION 2 AND BCC 3.24.015; AMENDING ORDINANCE 209, SECTION 4 AND BCC 3.24.017; REPEALING ORDINANCE 209, SECTION 5 AND BCC 3.24.041; AMENDING ORDINANCE 141, SECTION 1 AND BCC 3.24.050; AMENDING ORDINANCE 196, SECTION 3 AND BCC 3.24.070; AMENDING ORDINANCE 329, SECTION 3 AND BCC 3.24.090. ADOPTING THE 2015 EDITION OF THE INTERNATIONAL SWIMMING POOL AND SPA CODE.

WHEREAS, a public hearing set for on Tuesday, October 18, 2016 in the Commissioners meeting room, Third Floor, Courthouse, Prosser WA 99350, to consider the above ordinance amendments; and,

WHEREAS, at said hearing, the Board of County Commissioners considered the recommendation of approval from the Building Department for amending Title 3.24, BCC, all oral and written testimony presented at the hearing; and,

WHEREAS, the Board did review the proposed ordinance; and,

WHEREAS, the Board of County Commissioners is satisfied that it appears to be in the best interest of the public to adopt said ordinance and the respective amendments; THEREFORE,

BE IT RESOLVED that Ordinance No. _____, an ordinance relating to swimming pools regarding adoption of the 2015 Edition of the International Swimming Pool and Spa Code be adopted and shall take effect upon its passage and adoption.

DATED THIS _____ DAY OF _____.

Chairman of the Board

Chairman Pro Tem

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

Attest _____
Clerk of the Board
Bldg/PA

Steve Brown/slg

ORDINANCE NO. _____

AN ORDINANCE relating to swimming pools; amending Ordinance 209, Section 1, Ordinance 329, Section 1 and BCC 3.24.005; amending Ordinance 209, Section 2 and BCC 3.24.015; amending Ordinance 209, Section 4 and BCC 3.24.017; repealing Ordinance 209, Section 5 and BCC 3.24.041; amending Ordinance 141, Section 1 and BCC 3.24.050; amending Ordinance 196, Section 3 and BCC 3.24.070; amending Ordinance 329, Section 3 and BCC 3.24.090.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

SECTION 1. Ordinance 209, Section 1, Ordinance 329, Section 1 and BCC 3.24.005 are hereby amended to read as follows:

3.24.005 ~~ADOPTION OF ((UNIFORM SWIMMING POOL, SPA AND HOT TUB CODE.))~~ INTERNATIONAL SWIMMING POOL AND SPA CODE. ~~((The 1997 Edition of the Uniform Swimming Pool, Spa and Hot Tub Code published by the International Association of Plumbing and Mechanical Officials))~~ The 2015 Edition of the International Swimming Pool and Spa Code published by the International Code Council, Inc. as now or hereafter adopted or ((hereafter)) amended by the State of Washington, is hereby adopted by Benton County ~~((and)).~~ ~~((a))~~ All swimming pools, spas, hot tubs and structures hereafter constructed, enlarged, altered, repaired, relocated and added to shall be done in conformity with the provisions of the ~~((Uniform Swimming Pool, Spa and Hot Tub Code))~~ International Swimming Pool and Spa Code, except as expressly provided herein.

SECTION 2. Ordinance 209, Section 2 and BCC 3.24.015 are hereby amended to read as follows:

3.24.015 HEALTH DEPARTMENT APPROVAL. No permits for swimming pools shall be issued by the Building ~~((and Fire Prevention))~~ Department for lots that have an on-site sewage system without verification that the sewage system and the replacement area will not be impaired or ~~((incumbered))~~ encumbered. This verification shall be provided by the Benton-Franklin District Health Department.

SECTION 3. Ordinance 209, Section 4 and BCC 3.24.017 are hereby amended to read as follows:

3.24.017 BOARD OF APPEALS. Section ~~((1.18))~~ 108 of the ~~((Uniform Swimming Pool, Spa and Hot Tub Code))~~ International Swimming Pool and Spa Code shall be amended to read as follows:

~~(("BOARD OF APPEALS - In order to determine the suitability of alternate materials and methods of construction and to provide for reasonable interpretation of the provisions of this code there shall be and is hereby created a Board of Appeals, consisting of seven members who are qualified by experience and training to pass upon matters pertaining to building construction. The Board of Appeals shall be jointly appointed by the Mayors of the cities of Paseo, Kennewick, Richland and West Richland and Chairmen of the Boards of County Commissioners of Benton and Franklin Counties, and shall serve at their pleasure. The Building Official of each appointing agency shall be an ex-officio member of the Board and shall serve as Secretary of the~~

~~Board on a rotating basis. The Board shall adopt reasonable rules and regulations for conducting its investigations and shall render all decisions and findings in writing to all the Building Officials with a duplicate copy to the appellant and may recommend to the City Councils and/or Boards of County Commissioners such new legislation as is consistent therewith.))~~

"BOARD OF APPEALS.

- (a) A Board of Appeals is hereby created to hear and decide appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code; to determine the suitability of alternate materials and methods of construction; and to provide for reasonable interpretations of the provisions of this code.
- (b) The Board consists of seven members who are qualified by experience and training to pass upon matters pertaining to building construction. Each member of the Board must be jointly appointed by the mayors of the cities of Pasco, Kennewick, Richland, and West Richland and the chairpersons of the Boards of County Commissioners of Benton and Franklin counties, and shall serve at their pleasure. The building official of each local government whose representative, as required by this section, jointly appoints members to the Board is an ex-officio member of the Board. Each building official serving as an ex officio member shall serve as secretary of the Board on a rotating basis.
- (c) The Board must adopt reasonable rules and regulations for conducting its investigations and must render all decisions and findings in writing to the appellant. Duplicate copies of all decisions and findings of the Board must be provided to all building officials. The Board may recommend to the city councils, the boards of county commissioners, or both, new legislation consistent with the decisions and findings of the Board.
- (d) For purposes of this section, "Board" means the Board of Appeals created in accordance with this section."

SECTION 4. REPEAL. Ordinance 209, Section 5 and BCC 3.24.041 are hereby repealed.

SECTION 5. Ordinance 141, Section 1 and BCC 3.24.050 are hereby amended to read as follows:

3.24.050 ENFORCEMENT. Enforcement of the provisions of this chapter shall be the responsibility of the Benton County Building ((and Fire Prevention)) Department.

SECTION 6. Ordinance 196, Section 3 and BCC 3.24.070 are hereby amended to read as follows:

3.24.070 INJUNCTIVE RELIEF. Notwithstanding the existence or use of any other remedy or means of enforcement of the provisions hereof, Benton County may seek legal or equitable relief to enjoin any acts or practices which constitute a violation of any of the provisions hereof and compel compliance with all provisions of this chapter. The costs of such action shall be taxed against the person violating the provisions of this chapter. The Building ((and Fire Prevention)) Department may accept a written assurance of discontinuance of any act in violation of

Ordinance No. _____

Continued

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this chapter from any person who has engaged in such act. Failure to comply with the assurance of discontinuance shall be a further violation of this chapter.

SECTION 7. Ordinance 329, Section 3 and BCC 3.24.090 are hereby amended to read as follows:

3.24.090 EFFECTIVE DATE. This ordinance shall take effect and be in full force (~~on July 1, 1998~~) upon the date of adoption.

SECTION 8. Severability. If any provision of this Ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the Ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 9. Effective Date. This Ordinance shall take effect and be in full force upon its passage and adoption.

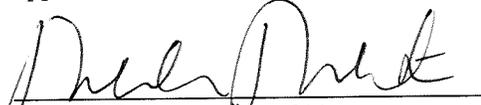
ADOPTED AND PASSED this _____ day of _____.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Approved as to Form:



Deputy Prosecuting Attorney

Constituting the Board of
County Commissioners of
Benton County, Washington

Attest: _____
Clerk of the Board

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>Oct 18th, 2016</u>	Execute Agreement _____	Consent Agenda _____
Subject: <u>SWAC Assignment</u>	Pass Resolution _____	Public Hearing _____
Prepared by: <u>GND</u>	Pass Ordinance _____	1st Discussion <u>X</u>
Reviewed by: <u>MSR</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

Chapter 70.95 RCW requires the establishment of a solid waste advisory committee (SWAC) to review and provide comment on the solid waste program for all counties in the State of Washington. The individuals on the SWAC are to be appointed by the Board of County Commissioners, as the County legislative authority, per RCW 70.95.165. Currently, the Benton County SWAC membership is filled with representatives from the municipal governments, waste handlers, businesses, and private citizens.

In the last legislative session, the Washington State legislature passed Engrossed Substitute Senate Bill 6605, which requires that the SWAC incorporate an agricultural interest. To meet this requirement, the Board of County Commissioners will need to appoint an individual or position to represent agricultural interests on the SWAC.

The purpose of Engrossed Substitute Senate Bill 6605 is to ensure that solid waste practices are such that they do not pose a risk to the State of Washington’s substantial agricultural assets, *e.g.*, through the spread of invasive species or disease. As such, while there are no qualifiers on this appointment, an individual or position with experience in this field may prove beneficial.

SUMMARY

Per Chapter 70.95 RCW, as amended by Engrossed Substitute Senate Bill 6605, the Board of County Commissioners will need to appoint an individual or position to the Benton County Solid Waste Advisory Committee to represent agricultural interests.

RECOMMENDATION

- Direct the Program Coordinator overseeing the solid waste program to hold said open period; or
- Direct the Program Coordinator to provide a list of proposed individuals or positions for the appointment.

FISCAL IMPACT

None.

MOTION

None.