

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

Board of County Commissioners BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

AGENDA BOARD OF BENTON COUNTY COMMISSIONERS Regular Board Meeting Tuesday, August 9, 2016 Benton County Courthouse, Prosser, WA

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

9:00 AM

Call to Order

Approval of Minutes

❖ **August 2, 2016 Board Meeting**

Review Agenda

Consent Agenda

Commissioners

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

District Court

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

Facilities

c. Purchase Authorization for Services to Treat Carpenter Ants from Rose Hart Pest Control

d. Contract w/Allied Systems Products for Purchase & Installation of a Compact File Storage System

Human Services

e. Contract w/WA St Department of Commerce for Community Development Block Grant

f. Grant Agreement w/Elijah Family Homes for Housing Subsidies

Juvenile

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

Office of Public Defense

h. Superior Court Public Defense Service Agreement w/R Swinburson

i. Amended Caseload District Court Public Defense Contract w/A Farabee

Public Safety

j. Agreement w/Boys & Girls Club of Benton and Franklin Counties for Prosser Teen Program Investment

k. Purchase Authorization for Seven (7) Smith and Wesson M&P15 Rifles for Sheriff's Office

Public Works

l. Memorandum of Understanding w/State of WA DNR Public Land Survey for Permit/Covered Monuments

m. Traffic Control on County Roads re Speed Limit – Summit View

n. Traffic Control on County Roads re Speed Limit – Bent Road

o. Contract with B.C.V., Inc. for Hank Road Asphalt Repair & CR12 Pathway Asphalt Repair Project

Sheriff

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

Scheduled Business

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

Unscheduled Visitors

Other Business

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, August 2, 2016, 9:00 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

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

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; Clerk Josie Delvin; District Court Administrator Jacki Lahtinen; Public Services Administrator Fred Bowen; Facilities Manager Dan Waggoner; Erhiza Rivera, Chief Deputy Treasurer; Treasurer Duane Davidson; Assessor Bill Spencer and Chief Deputy Assessor Adam Morasch.

Approval of Minutes

The Minutes of June 26, 2016 were approved.

Review Agenda

Consent Agenda

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

Commissioners

- a. Line Item Transfer, Fund No. 0000-101, Dept. 107

Juvenile

- b. Agreement with Pasco High School for Probation Counselor
- c. Agreement with Chiawana High School for Probation Counselor

Office of Public Defense

- d. Public Defense Services Agreement w/D Orr for Adult Drug Court
- e. Termination of Juvenile Public Defense Contract w/P Peterson
- f. Amended Contract w/M Trombly for Superior Court Public Defense Services

Public Works

- g. Purchase Authorization for Tires from Les Schwab Tire Center

h. Purchase Authorization from Envirotech Services for Deicer

Sheriff

- i. Amended Agreement w/Softcode for Software License and Maintenance
- j. Interlocal Agreement for Special Investigations Unit to Investigate Officer Incidents

Superior Court

- k. Line Item Transfer, Fund No. 0000-101, Dept. 123

Sustainable Development

- l. Termination of Amended & Restated Debt Participation Agreement for Jail & District Court Expansion of 2001

Security System Retrofit Update

Dan Waggoner updated the Board and said they received eight proposals to the RFP and interviewed four contractors. He said they have selected the top three (Southern Folger, Sierra Detention Systems, and Argyle Security) and would like to move forward with dispersing the technical documents and request a full detailed proposal from each of them.

MOTION: Commissioner Beaver moved to accept the three candidates and move forward with round three of the RFP selection process. Commissioner Delvin seconded and upon vote, the motion carried.

Fairgrounds Buildings 2 & 3

Fred Bowen said the Board previously approved moving forward with the development of construction plans and specifications for the renovation of Buildings 2 and 3 at the Fairgrounds. He said as development proceeded, it was suggested that a timber line roof structure matching the décor of the existing buildings be placed over the plaza area creating a central entry point and provide cover from adverse weather conditions as the public entered the buildings. He said the total estimated cost was \$200,000.

MOTION: Commissioner Beaver moved to approve the Public Services Administrator to proceed with the addition of the timber line roof structure over the plaza area between buildings 2 & 3 at the Fairgrounds. Commissioner Delvin seconded and upon vote, the motion carried.

Unscheduled Visitors

Assessor Bill Spencer and Adam Morasch, Chief Deputy Assessor presented a new contract with Automatic Funds Transfer Services to provide formatting, printing and mailing of the Benton County Change of Value, New Construction, and Personal Property Notices. Mr. Spencer said that adding the personal property notices would save approximately 25%, not including staff time.

Chairman Small asked if the contract was approved by the PA and Mr. Spencer said that Reid Hay reviewed and approved it.

MOTION: Commissioner Beaver moved to approve the contract between Benton County and Automatic Funds Transfer Services as presented. Commissioner Delvin seconded and upon vote, the motion carried.

Other Business

BCES/SECOMM

Commissioner Delvin said he talked to Chief Skinner about a presentation to BCES and asked Chairman Small if it sounded reasonable. Chairman Small said it was moving in the right direction with BCES and Franklin County and Pasco coming on to the system. There was a discussion about costs, etc. and Commissioner Beaver expressed concern about outside committees suggesting how Benton County spend its money.

Chairman Small said it was not going in that direction right now; they were just showing it and that was it. Before the discussion went any further, it would be presented to the Board so it could be assessed and it was not a decision to be made by BCES.

Commissioner Delvin said he was told they would become members of SECOMM only, they would each pay \$500,000 to be a member of SECOMM and it would go into the restricted improvement fund for upgrades. Additionally, if they needed anything in Franklin County (like a tower) they would pay for it and Benton County's fees should not change at all for the services received from SECOMM.

Health District

Commissioner Delvin said the Health District requested permission to sublease to the State for someone to work on some programs. He said he did not have a problem with that but maybe should have administration review it. Commissioner Beaver said having another tenant would be fine as long as Benton County received the rent. Mr. Sparks commented that Benton County still paid \$¼ million on the bonds for that building.

Jail Suicide Wing

Chairman Small said he wanted an update on this issue and wanted to roll on this sooner than later; the County already had a big chunk of change out on architects and he wanted to move ahead.

Commissioner Delvin said the question for him was if the population was down, would it stay down and could they modify with the existing structure. However, if the capacity went up in the future, maybe they would build out then.

Mr. Sparks recommended the County complete a peer review on this project. He said they had an architect and the Sheriff review it but it was a \$6 million project and somebody should look at it from a mental health perspective. Additionally, things have changed since they first talked about this 2-3 years ago and originally it was an area to watch people and now it was a 20 bed facility.

Commissioner Beaver said he agreed they needed somebody to come in and review this that has done this before. Commissioner Delvin said he wanted to have the Sheriff come in and Mr. Bowen said he would invite him to come in and discuss the issue.

Mental Health Court – Housing Issue

Commissioner Delvin said Ms. Symons (Mental Health Coordinator) was going to put together a committee to look at that issue before they sent the letter he spoke about at the previous meeting.

The Board recessed, reconvening at 9:36 a.m.

Executive Session – Pending Litigation

The Board went into executive session at 9:36 a.m. for approximately 20 minutes to discuss pending litigation with DPA Ryan Brown. Also present were David Sparks, Loretta Smith Kelty, Cami McKenzie and special counsel Steve DiJulio via/telephone conference.

The Board came out at 9:50 a.m. Mr. Brown said the Board discussed pending litigation and took no action.

The Board recessed until 10:30 a.m.

Columbia Irrigation District Interviews

The Board interviewed applicants Volney Davis and Neil Martin for the vacant director position in Division #3 of the Columbia Irrigation District.

At 10:47 a.m. the Board indicated it would go into executive session for up to 10 minutes to discuss the applicants. The Board came out of executive session at 10:56 a.m. No action was taken in executive session.

MOTION: Commissioner Delvin move to appoint Neil Martin to fill the vacant director position for Division 3 of the Columbia Irrigation District. Commissioner Beaver seconded.

Discussion

Commissioner Delvin encouraged Mr. Davis to learn more about the district and find out issues that CID was currently dealing with. He also encouraged him to volunteer in the community to get some experience with volunteer groups or other boards.

Commissioner Beaver also suggested he stay involved and active in the community and do research about boards and commissions.

Chairman Small reminded Mr. Davis he was an asset as an employee of the Fairgrounds and to remember to talk about what he had learned out there working with the different entities.

Upon vote, the motion carried.

Vouchers

Check Date: 07/15/2016

Warrant #: 141922-142014

Total all funds: \$1,986.62

Check Date: 07/29/2016

Warrant #: 142820-142853

Total all funds: \$747.06

Transfers #: 07291601-07291608

Total all funds: \$517,550.24

Warrant #: 143113-143214

Total all funds: \$260,479.90

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

Resolutions

- 2016-585: Line Item Transfer, Fund No. 0000-101, Dept. 107
- 2016-586: Agreement with Pasco High School for Probation Counselor
- 2016-587: Agreement with Chiawana High School for Probation Counselor
- 2016-588: Public Defense Services Agreement w/D Orr for Adult Drug Court
- 2016-589: Termination of Juvenile Public Defense Contract w/P Peterson
- 2016-590: Amended Contract w/M Trombley for Superior Court Public Defense Services
- 2016-591: Purchase Authorization for Tires from Les Schwab Tire Center
- 2016-592: Purchase Authorization from Envirotech Services for Deicer
- 2016-593: Amended Agreement w/Softcode for Software License and Maintenance
- 2016-594: Interlocal Agreement for Special Investigations Unit to Investigate Officer Incidents
- 2016-595: Line Item Transfer, Fund No. 0000-101, Dept. 123
- 2016-596: Termination of Amended & Restated Debt Participation Agreement for Jail & District Court Expansion of 2001
- 2016-597: Contract with Automatic Funds Transfer Services and Benton County Assessor
- 2016-598: Appointment of Neil Martin to the Columbia Irrigation District

There being no further business before the Board, the meeting adjourned at approximately 11:00 a.m.

Clerk of the Board

Chairman

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF RESCINDING RESOLUTION 2015-655 AND ATTACHED INTERLOCAL AGREEMENT (MATRICS) BETWEEN BENTON AND FRANKLIN COUNTIES AND THE CITIES OF KENNEWICK, PASCO, AND RICHLAND FOR MULTI-AGENCY THREE RIVERS INFORMATION & COMMUNICATION SYSTEMS

WHEREAS, per Benton County Resolution 2015-655 dated September 15, 2015 the Board of Benton County Commissioners approved and signed the MATRICS Interlocal Agreement between Benton and Franklin Counties and the Cities of Kennewick, Pasco and Richland for Multi-Agency Three Rivers Information & Communication Systems; and

WHEREAS, Franklin County Board of Commissioners also signed the agreement per Franklin County Resolution 2015-341 dated September 9, 2015; and

WHEREAS, to date the Cities of Kennewick, Pasco and Richland have not signed the referenced agreement and Benton County desires to rescind the Resolution and Agreement;

NOW, THEREFORE,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby rescinds Resolution 2015-655 and the attached MATRICS Interlocal Agreement between Benton and Franklin Counties and the Cities of Kennewick, Pasco and Richland for Multi-Agency Three Rivers Information & Communication Systems.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 111.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept; Auditor; File, LSK

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: District Court

Dept Nbr: 111

Fund Name: Current Expense

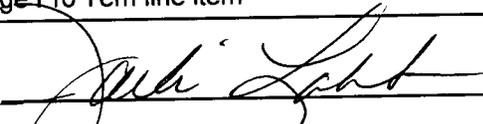
Fund Nbr: 0000-101

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
512.400	1925	Overtime	\$4,000	512.400	1922	Judge Pro Tem	\$4,000
TOTAL			\$4,000.00	TOTAL			\$4,000.00

To fund the Judge Pro Tem line item

Prepared by: 

(signature)

Date: 02-Aug-2016

RETURN TO: Auditor's Office, Accounting Department

AUDITOR'S USE ONLY:

_____ Keyed
 _____ Date

c. Purchase Authorization for Services to Treat Carpenter Ants from Rose Hart Pest Control

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	8-9-16	Execute Contract	_____	Consent Agenda
Subject:	<u>Payment to Rose Hart Pest Control</u>	Pass Resolution	_____ x _____	Public Hearing
Prepared by:	<u>D. Waggoner</u>	Pass Ordinance	_____	1st Discussion
Reviewed by:		Pass Motion	_____	2nd Discussion
		Other	_____	Other

BACKGROUND INFORMATION / SUMMARY

During June and July of 2016, carpenter ants became an issue inside the Kennewick Annex, specifically in the Juvenile Office of the Clerk’s Office. The Facilities Department applied treatment and did some tree trimming but ants did not go away. In mid-July the ants were making a comeback and causing issues inside the building. The Facilities Department determined that treatment from a certified pest control company was needed immediately. A quote was obtained from Rose Hart Pest Control of Richland, WA and service was performed on July 14th, 2016. A contract was not in place and therefore this request is to authorize payment in the amount of \$649.80, including WSST.

RECOMMENDATION

Approve the resolution to authorize payment.

FISCAL IMPACT

MOTION

Motion to approve the resolution and authorize payment to Rose Hart Pest Control.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING PAYMENT TO ROSE HART PEST CONTROL FOR SERVICES TO TREAT KENNEWICK ANNEX FOR INFESTATION OF CARPENTER ANTS

WHEREAS, carpenter ants had become an issue inside the Kennewick Annex building; and

WHEREAS, the Facilities Department had treated the building to the best of their ability but the treatment was not working; and

WHEREAS, the Facilities Department determined that immediate treatment by a certified pest control company was necessary, but the County did not have a contract with any companies; and

WHEREAS, Rose Hart Pest Control, Richland, WA submitted a quote to treat the Kennewick Annex for an amount of \$600.00 and service was performed on July 14, 2016; and

WHEREAS, service was performed without a formal contract in place; and

WHEREAS, the Facilities Manager recommends authorizing payment of \$649.80 to Rose Hart Pest Control; **NOW THEREFORE**,

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby approves the payment to Rose Hart Pest Control, Richland, WA in the amount of \$649.80, including WSST, and

BE IT FURTHER RESOLVED, the Board authorizes the Chairman to approve the payment.

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

Rose Hart Pest Control

20 Valleyview Circle
Richland, WA 99352

Invoice

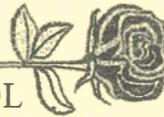
Date	Invoice #
7/14/2016	14722

Bill To
Gary Mathers 7122 West Okanogan PL BLDG A Kennewick, WA 99336

Description	Amount
Treat for Carpenter Ant Control: Kennewick Annex, 5600 W Canal, Kennewick, WA	600.00T
Sales Tax	49.80
Please remit to above address.	Total \$649.80

14722

Schuyler Enterprises, Inc.



ROSE HART PEST CONTROL

Phone: Pendleton	509-276-1179	20 Valley View Circle	Tri Cities	509-586-1500
Hermiston	541-289-6029	Richland, WA 99352		
Milton-Freewater	541-938-2244		Walla Walla	509-529-8898
Toll Free	866-992-3324		Fax	509-579-0070

SERVICE AGREEMENT INVOICE ESTIMATE

Date: 7-14-16
 Time: 5:00 am/pm
 To: 5:46 am/pm
 Temp: 91 Wind: CR

Bldg. Sq. Ft.: _____
 Area Sq. Ft.: _____

Service Price: \$ 600.00
 Tax: 49.80

Inc Balance Due: 649.80
 Due and payable Immediately on this invoice.

KENNEWICK AWDIX
 Service Name

5600 W. CANAL
 Service Address / Site

KENNEWICK Washington
 City / State / Zip

Service County _____

Phone _____

GARY Mathias
 Billing Name

7122 WEST OKANOGAN Ph. 1369A
 Billing Address

KENNEWICK Washington 99336
 City / State / Zip

509-783-3118 / 509-591-8954
 Phone

GARY
 Contact Name / Phone

General Pests				Equipment Used	
<input checked="" type="checkbox"/> Ants (carpenter)	<input type="checkbox"/> Cockroach	<input type="checkbox"/> Meal Moth	<input type="checkbox"/> Silverfish	#41 Power Sprayer	#45 Duster
<input type="checkbox"/> Ants (small)	<input type="checkbox"/> Fleas	<input type="checkbox"/> Mice	<input type="checkbox"/> Termites	#42 Chapin Hand Spr.	#46 Injector
<input type="checkbox"/> Bees	<input type="checkbox"/> Flies	<input type="checkbox"/> Moles	<input type="checkbox"/> Wasps	#43 Elect. Duster	#47 Pistol Grip
<input type="checkbox"/> Box Elder Bugs	<input type="checkbox"/> Gophers	<input type="checkbox"/> Mosquito	<input type="checkbox"/> Weevils	#44 Elect. Fogger	#48 Other
<input type="checkbox"/> Carpet Beetle	<input type="checkbox"/> Hornets	<input type="checkbox"/> Rats	<input type="checkbox"/> Yellow Jackets		
<input type="checkbox"/> Other _____	<input type="checkbox"/> Bedbugs	<input type="checkbox"/> Spiders			

- METHOD / SITE OF TREATMENT:
- We will treat: House / Garage / Structure.
 - Spray foundation / walls / eaves / exterior.
 - Fog / spray sub-area.
 - Treat all exposed wood in sub-area.
 - Treat structure, bush or ground for next.
 - Other _____
 - Drill & inject exterior walls—1st / 2nd level.
 - Drill & inject interior walls.
 - Owner to trim & keep trees & shrubs 12 inches away from house to maintain warranty.
 - Subterranean termiticide treatment.
 - Bait inside / outside for ants / roaches.
 - Rodent baiting—sub-area / attic / ext. / inside.
 - Dust / fog / spray the attic / interior.
 - Spray / spot treat baseboards.
 - Spray cracks & crevices.
 - Spray carpets & under furniture.
 - Must leave premises for _____ hours(s).
 - Ventilate premises _____ hour(s).
- Allow: 2 wks. 3 wks. 6 wks. for control.

NOTES: # 27 @ 0.08% 21 gal #41-

Chemical	EPA Reg. #	Chemical	EPA Reg. #	Chemical	EPA Reg. #	Supplier
1. 24-Damine	42150-19	11. Eaton Mouse Bait	791-75	21. Siege Gel	241-313	<input checked="" type="checkbox"/> Target
2. Advance Ant Bait	499-370	12. FicamDust	45639-3	22. Talon Block	10182-3389	<input type="checkbox"/> United Agri Products NV
3. Bora Care	64405-1	13. Generation	7173-211	23. Weatherblock	100-1055	<input type="checkbox"/> Wilbur Ellis
4. BP100	499-452	14. Imidacloprid (pointer)	69117-1	24. Talstar	279-3206	<input type="checkbox"/> Other _____
5. Bravado	3125-452	15. MaxThor	81824-5	25. Tempo WP	3125-380	
6. Cookes Gopher Bait	909-2	16. Pendulum	241-341	26. Tengard	70506-6	
7. Cyper TC	53883-92	17. Phantom	241-392	27. Termidor	432-901	
8. Demand C.S.	10182-361	18. Phostoxin	3057411	28. Timber	624-39	
9. Diuron	19713-36	19. Premis 2	3125-454	29. Temprid	432-1483	

Technician / Owner Mike Hart License # OR 85769 WA 6501

Technician Tracy L Brooks License # OR AG-L1001473CPA WA 86627 Technician John A Brooks License # OR AG-L1034849CPA WA 89205

d. Contract w/Allied Systems Products for Purchase & Installation of a Compact File Storage System

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	8-9-16	Execute Contract	<u> X </u>	Consent Agenda
Subject:	<u>Contract award for Allied Systems</u>	Pass Resolution	<u> X </u>	Public Hearing
Prepared by:	<u>D. Waggoner</u>	Pass Ordinance	<u> </u>	1st Discussion
Reviewed by:		Pass Motion	<u> </u>	2nd Discussion
		Other	<u> </u>	Other

BACKGROUND INFORMATION / SUMMARY

Benton County Facilities solicited quotes from the MRSC Vendors List for purchase and installation of a compact file storage system to be installed in the 2nd Floor Storage Room. Quotes were received from the vendors listed below:

Allied Systems Products – Bellevue, WA. – \$107,098.00, not including WSST
 Brutzman’s Inc. – Richland, WA. – \$113,592.50, not including WSST

This file storage system will be used by the Benton County Clerk’s office and the Benton County Prosecuting Attorney’s office. Installing this file system is part of the process of relocating several offices and will allow Benton County to move the WSU CO-OP Extension into the 1st Floor of the Benton-Franklin Health District building. This also clears up file storage space from the 2nd Floor of the District Court building where new PA offices will be constructed.

All vendors in the Furniture Moving and Short Haul Transfers sub-category, and the Moving, Storage and Relocation Services sub-category of the Facility Construction, Repair, and Maintenance category of the MRSC Vendors List were contacted via email with the Request for Quotes.

RECOMMENDATION

Approve the attached Resolution and Contract between Benton County and Allied Systems Products.

FISCAL IMPACT

Total cost not to exceed \$120,000, including WSST and prevailing wage filing fees. Funding source will be Capital Projects Fund 0305101.

MOTION

Move to approve the attached Public Works contract between Benton County and Allied Systems Products.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A PUBLIC WORKS CONTRACT BETWEEN BENTON COUNTY AND ALLIED SYSTEMS PRODUCTS FOR PURCHASE AND INSTALLATION OF A COMPACT FILE STORAGE SYSTEM

WHEREAS, there is insufficient secure file storage space for use by the Benton County Clerk's office and the Benton County Prosecuting Attorney's office; and

WHEREAS, the County is in the process of relocating several offices within the Justice Center, Kennewick Annex and the Benton-Franklin Health District building; and

WHEREAS, space that once was used as file storage is no longer available for secure file storage and space is available in the Benton-Franklin Health District building; and

WHEREAS, available space in the Health District building is designed for file storage and the County was able to design a system that would accommodate this space; and

WHEREAS, quotes were requested from the MRSC Vendors List and responses were received from Allied Systems Products and from Brutzman's Inc. and the lowest price was submitted by Allied Systems Products for a total amount of \$107,098.00, not including WSST; and

WHEREAS, the purchase and installation requires a Public Works contract and therefore requires Board approval for payment and to execute a contract;

WHEREAS, the Facilities Manager recommends authorizing a Public Works contract between Benton County and Allied Systems Products for the purchase and installation of a compact file storage system; **NOW THEREFORE**,

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby approves the Public Works contract with Allied Systems Products, in the amount not to exceed \$120,000 including WSST; and

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

Dated this _____ day of _____, 2016.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

**PUBLIC WORKS CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "**COUNTY**"), and **SAX SYSTEMS, LLC**, a limited liability corporation organized under the laws of the state of Washington doing business as **ALLIED SYSTEMS PRODUCTS**, with its principal offices at 13300 SE 30th Street, Suite 102A, Bellevue, WA 98005 (hereinafter "**CONTRACTOR**").

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

1. CONTRACT DOCUMENTS

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

- a. Exhibit A - Request for Quotes
- b. Exhibit B - Washington State Prevailing Wage Rates for Public Works Contracts
- c. Exhibit C - Sample Insurance Form
- d. Exhibit D - Allied RFQ Response
- e. Exhibit E - Allied Terms and Conditions of Sale

2. DURATION OF CONTRACT

The term of this Contract shall begin immediately upon execution of both parties and shall expire on December 31, 2016. The **CONTRACTOR** shall complete all work by October 31, 2016.

3. SERVICES PROVIDED

The **CONTRACTOR** shall perform the following services:

- a. The **CONTRACTOR** agrees to provide and install a High Density Storage System in the second floor storage room of the Benton-Franklin Health District Building, located at 7102 W. Okanogan Place, Kennewick, Washington 99336, as described in the **COUNTY**'s Request for Quotes and the **CONTRACTOR**'s RFQ Response, attached hereto as Exhibits A and D and incorporated herein by reference. In the event that the requested work

encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with the other contractor. In the event that the contracted for work requires under State or local law the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur. Thereafter, upon completion of services, CONTRACTOR shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY representative or his designee prior to CONTRACTOR leaving the work site.

- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed to by the parties. The High Density Storage System shall be installed as soon as it is available, if feasible, but no later than by October 31, 2016.

4. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR:

Name: Daron Sax

Address: 13300 SE 30th Street, Suite 102A

City, State, Zip Code: Bellevue, WA 98005
Phone: 206-292-2280
Fax: 206-292-4820
Email: daron.sax@alliedaak.com

b. For COUNTY:

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

5. **COMPENSATION**

- a. The CONTRACTOR shall be paid One Hundred Seven Thousand Ninety-Eight Dollars and Zero Cents (\$107,098.00), not including W.S.S.T., for providing and installing a High Density Storage System at the Benton-Franklin Health District Building in accordance with Section 3 of this Contract. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- a. The total amount payable by the COUNTY to the CONTRACTOR under this Contract may not exceed One Hundred Twenty Thousand Dollars and Zero Cents (\$120,000.00) including W.S.S.T. Any dollar amount above the maximum payable amount will only be approved with an amendment to this Contract. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages via <https://secureaccess.wa.gov/> and then forward a copy to COUNTY'S Contract Representative. At the completion of all work contemplated by this Contract, or at the end of the contract term, whichever comes first, CONTRACTOR shall submit an Affidavit of Wages Paid via <https://secureaccess.wa.gov/> and forward a copy to COUNTY'S Contract Representative. No final payment will be made until the Affidavit is provided. COUNTY requires that all Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid be filed electronically with <https://secureaccess.wa.gov/>.

- b. CONTRACTOR may invoice the COUNTY for Washington State Department Labor and Industries Prevailing Wage filing fees for one Intent to Pay Prevailing Wage per year and one Affidavit of Wages Paid per site visit when billable work is performed. CONTRACTOR may also invoice County for actual expenses associated with obtaining the Performance Bond and Labor and Materials Bond.

6. INVOICING

The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, the date of service and shall also reference the work order provided to COUNTY as required in Section 3 "Services Provided" above. At such time as the first invoice is submitted, or any time thereto, CONTRACTOR, as well as all sub-contractors and sub-sub-contractors that are employed by the CONTRACTOR for the work contemplated by this Contract, shall submit a Statement of Intent to Pay Prevailing Wages via <https://secureaccess.wa.gov/> and forward a copy to COUNTY'S Contract Representative. At the completion of all work contemplated by this Contract, or at the end of the contract term, whichever comes first, CONTRACTOR shall submit an Affidavit of Wages Paid via <https://secureaccess.wa.gov/> and forward a copy to COUNTY'S Contract Representative. The CONTRACTOR shall not be paid for services rendered under this Contract until a Statement of Intent to Pay Prevailing Wages has been executed and submitted as required above by all required parties and the services have been performed to the COUNTY's satisfaction. COUNTY shall only be liable to pay for invoiced amounts that are detailed and supported as described in this Section. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY; and will remit payment, less any retainage or other legally withheld funds, for the accepted work within thirty (30) days after receiving the invoice.

PROVIDED that for each invoiced and approved progress payment, COUNTY shall withhold from the earned portion of that payment (i.e. excluding sales or other tax) five percent (5%) as retainage pursuant to RCW 60.28.011, subject to all further provisions of the remainder of Chapter 60.28 RCW. Within ten (10) days following

the execution of this Contract, CONTRACTOR shall submit written notice stating its election of the method of holding of the moneys retained, pursuant to RCW 60.28.011(4). If such written election is not received, then the COUNTY may choose any of the allowed manners of holding the moneys allowed by RCW 60.28.011(4)(a)-(c).

7. **AMENDMENTS AND CHANGES IN WORK**

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

8. **HOLD HARMLESS AND INDEMNIFICATION**

- a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY, and its officers, officials, employees, and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the County. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY, or its officers, officials, employees, or agents. In the event of the concurrent negligence of the CONTRACTOR, or its subcontractors,

employees, or agents, and the COUNTY, or its employees or agents, this indemnification obligation of the CONTRACTOR shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR, and its subcontractors, employees, and agents.

- b. In any and all claims against the COUNTY, or its officers, officials, employees, 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 8 shall survive termination and expiration of this Contract.

- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents, or subcontractors. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into this Contract, are reflected in the CONTRACTOR'S compensation, and have been mutually negotiated by the parties.

9. INSURANCE

The CONTRACTOR shall obtain and maintain continuously, the

following insurance:

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

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

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

\$2,000,000 General Aggregate

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

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

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

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

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

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

d. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, or its officers, officials, employees, or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to CONTRACTOR under this Agreement are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

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

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

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability and Workers' Compensation, shall specifically include the COUNTY, 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 COUNTY. Any insurance or self-insurance maintained by the COUNTY, or its elected and appointed officials, employees, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the COUNTY's Contract Representative referenced in Section 4.
3. All written notices under this Section 9 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

10. PERFORMANCE BOND

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

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance or waiver of any provision(s) of this Contract does not constitute a

waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deemed to be or act or purport to act as an employee, agent, or representative of the COUNTY.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

13. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records

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

14. CHOICE OF LAW AND JURISDICTION

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

15. SUCCESSORS AND ASSIGNS

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

16. TERMINATION

The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for actual costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 6, Invoicing. Nothing in this Section shall limit the rights of the COUNTY pursuant to this Contract or by law.

17. COMPLIANCE WITH LAWS AND PREVAILING WAGES

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract, including, but not limited to, prevailing wage laws. Specifically, at a minimum, the prevailing wages set out in Exhibit B shall be paid to all employees, agents, sub-contractors, or sub-sub-contractors who do any work for CONTRACTOR on this project.

CONTRACTOR shall ensure that all sub-contractors or sub-sub-contractors sign an agreement to pay these same wages, and that such a signed agreement is submitted to COUNTY prior to sub-contractor commencing any work on the project. This schedule is duplicated from the Washington State Department of Labor and Industries website, is provided for informational purposes only and COUNTY takes no responsibility for any inaccuracies or ambiguities contained therein. If CONTRACTOR believes the schedule contains any such ambiguities or inaccuracies then CONTRACTOR is responsible for contacting the Department of Labor and Industries directly to resolve them. Perceived inaccuracies or ambiguities in the schedule shall not relieve CONTRACTOR from its obligation pursuant to this Contract and relevant law to pay prevailing wages.

18. NONDISCRIMINATION

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

19. DISPUTES

Disputes over the CONTRACTOR'S performance shall be promptly addressed in writing by the aggrieved party in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

20. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

21. ENTIRE AGREEMENT

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

22. NOTICES

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

23. SEVERABILITY

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

24. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR regarding the work performed under this Contract may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR

receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend any regularly scheduled purge schedule.

25. PUBLIC RECORDS ACT

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

26. SURVIVABILITY

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

27. CONFIDENTIALITY

The CONTRACTOR, and its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY

or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

- This section was intentionally left blank -

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

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

Date: _____

Benton County

Chairman
Benton County Commissioner

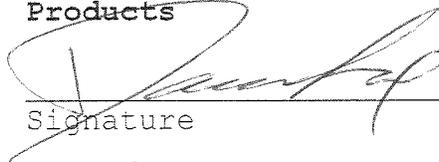
Approved as to Form



Civil Deputy Prosecuting Attorney

Date: 7/28/2016

**Sax Systems, LLC, doing
business as Allied Systems
Products**



Signature

CFO

Title:

Daron Sax

PRINTED NAME

Benton County Facilities
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336
509-531-6374; 509-736-2708 (fax)
Dan.Waggoner@co.benton.wa.us

Exhibit A

REQUEST FOR QUOTES FOR BENTON COUNTY: HIGH DENSITY STORAGE INSTALLATION

Please provide a written quote for the installation and materials needed for 2 high-density rolling file storage systems for the 2nd floor of the Benton-Franklin Health District Building in Kennewick, WA. The first file system shall be designed for end-tab file folders. The 2nd shall be designed for storing boxes. The systems shall be lockable with unique keys to prevent unauthorized access. When closed, systems shall be solid on all sides. The live load of the file system shall not exceed **175 pounds** per square foot. The first rolling unit shall be a minimum of 36" off the North wall, with the fixed portion towards the center of the room. This configuration will allow access to windows on the North wall. All measurements are to be field verified by the Contractor. Exhibit A dimensions are approximate. Please Contact Dan Waggoner to set up an appointment to do walk through.

This is a prevailing wage job (Exhibit B). Prevailing wage applies only to the appropriate portion of labor of affixing to or modifying the building structure. **DO NOT** include any charges for prevailing wage intent and affidavit forms filed with Washington State Dept. of Labor & Industries. Benton County agrees to reimburse the contractor actual expenses incurred for any prevailing wage filing fees.

CONTRACTOR NAME & ADDRESS/CONTACT PERSON	PHONE	CONTRACTOR LICENSE#	EMAIL
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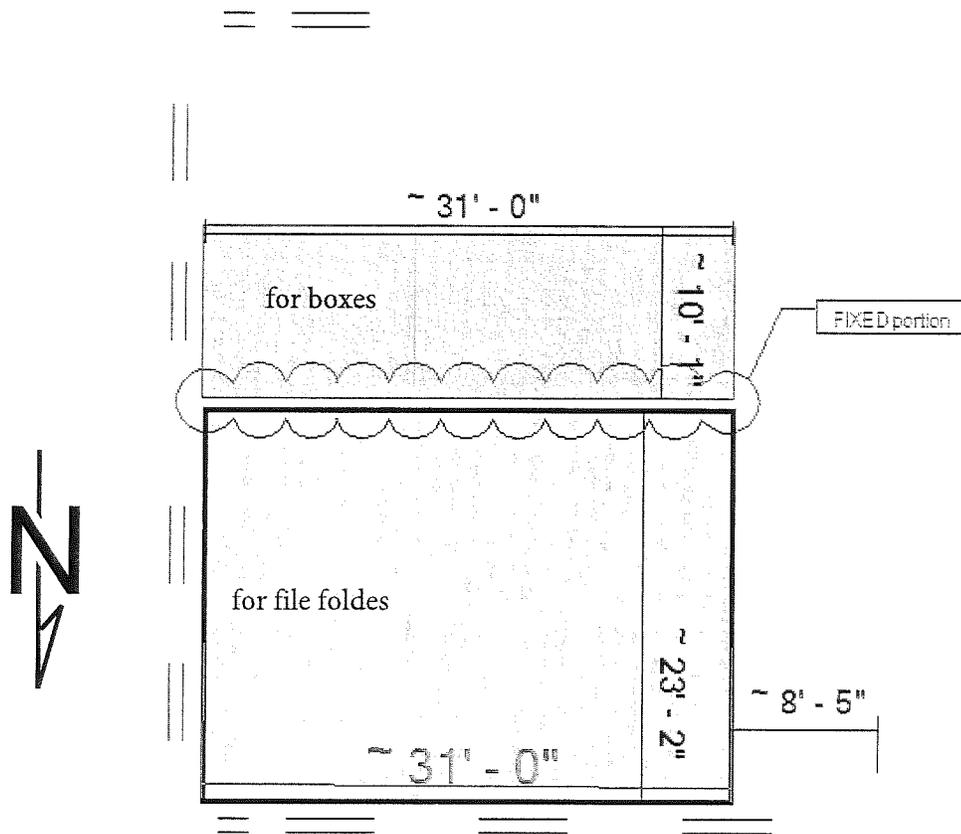
DESCRIPTION	DOLLAR AMOUNT
<i>Labor</i>	
<i>Parts/Supplies</i>	
<i>Additional Costs</i>	
<i>Total, w/o taxes</i>	\$0.00

Please provide a quote to Dan Waggoner
by 4pm on June 10, 2016
Facilities Manager
Benton County Facilities
7122 W. Okanogan Pl Bldg A
Kennewick, WA 99336

Requirements:

- Contractor shall be responsible for necessary tools and equipment to perform the job.
- Contractor agrees to the terms and conditions of the attached Public Works (Exhibit C) contract template by submitting a written quote.

Office: 509-736-5600
Fax: 509-531-6374
Dan.Waggoner@co.benton.wa.us



Benton County Health Building
2nd Floor Storage Room

REVISED ALTERNATE UPPER FLOOR FRAMING PLAN

Floor Load can not exceed 175 pounds/Sq Ft

Exhibit B

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

Washington State Prevailing Wage

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

Journey Level Prevailing Wage Rates for the Effective Date: 7/25/2016

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
Benton	Laborers	Air And Hydraulic Track Drill	\$36.55	7B	1M	
Benton	Laborers	Asphalt Raker	\$36.55	7B	1M	
Benton	Laborers	Asphalt Roller, Walking	\$36.28	7B	1M	
Benton	Laborers	Brick Pavers	\$36.01	7B	1M	
Benton	Laborers	Brush Hog Feeder	\$36.01	7B	1M	
Benton	Laborers	Brush Machine	\$36.55	7B	1M	
Benton	Laborers	Caisson Worker, Free Air	\$36.55	7B	1M	
Benton	Laborers	Carpenter Tender	\$36.01	7B	1M	
Benton	Laborers	Cement Finisher Tender	\$36.28	7B	1M	
Benton	Laborers	Cement Handler	\$36.01	7B	1M	
Benton	Laborers	Chain Saw Operator & Faller	\$36.55	7B	1M	
Benton	Laborers	Clean-up Laborer	\$36.01	7B	1M	
Benton	Laborers	Compaction Equipment	\$36.28	7B	1M	
Benton	Laborers	Concrete Crewman	\$36.01	7B	1M	
Benton	Laborers	Concrete Saw, Walking	\$36.28	7B	1M	
Benton	Laborers	Concrete Signalman	\$36.01	7B	1M	
Benton	Laborers	Concrete Stack	\$36.55	7B	1M	
Benton	Laborers	Confined Space Attendant	\$36.01	7B	1M	
Benton	Laborers	Crusher Feeder	\$36.01	7B	1M	
Benton	Laborers	Demolition	\$36.01	7B	1M	
Benton	Laborers	Demolition Torch	\$36.28	7B	1M	
Benton	Laborers	Dope Pot Fireman, Non-mechanical	\$36.28	7B	1M	
Benton	Laborers	Driller Helper (when Required To Move & Position Machine)	\$36.28	7B	1M	
Benton	Laborers	Drills With Dual Masts	\$36.83	7B	1M	
Benton	Laborers	Dry Stack Walls	\$36.01	7B	1M	
Benton	Laborers	Dumpman	\$36.01	7B	1M	
Benton	Laborers	Erosion Control Laborer	\$36.01	7B	1M	

Benton	<u>Laborers</u>	Final Detail Cleanup (i.e., Dusting, Vacuuming, Window Cleaning; Not Construction Debris Cleanup)	\$33.91	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Firewatch	\$36.01	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Form Cleaning Machine Feeder, Stacker	\$36.01	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Form Setter, Paving	\$36.28	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	General Laborer	\$36.01	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Grade Checker	\$38.54	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Grout Machine Header Tender	\$36.01	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Guard Rail	\$36.01	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Gunite	\$36.55	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Hazardous Waste Worker (level A)	\$36.83	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Hazardous Waste Worker (level B)	\$36.55	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Hazardous Waste Worker (level C)	\$36.28	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Hazardous Waste Worker (level D)	\$36.01	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Hdpe Or Similar Liner Installer	\$36.01	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	High Scaler	\$36.55	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Jackhammer Operator Miner, Class "b"	\$36.28	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Laser Beam Operator	\$36.55	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Miner, Class "a"	\$36.01	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Miner, Class "c"	\$36.55	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Miner, Class "d"	\$36.83	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Monitor Operator, Air Track Or Similar Mounting	\$36.55	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Mortar Mixer	\$36.55	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Nipper	\$36.01	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Nozzleman	\$36.55	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Nozzleman, Water (to Include Fire Hose), Air Or Steam	\$36.28	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Pavement Breaker, 90 Lbs. & Over	\$36.55	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Pavement Breaker, Under 90 Lbs.	\$36.28	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Pipelayer	\$36.55	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Pipelayer, Corrugated Metal Culvert And Multi-plate	\$36.28	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Pipewrapper	\$36.55	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Plasterer Tenders	\$36.55	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Pot Tender	\$36.28	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Powderman	\$38.20	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Powderman Helper	\$36.28	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Power Buggy Operator	\$36.28	<u>7B</u>	<u>1M</u>

Benton	<u>Laborers</u>	Power Tool Operator, Gas, Electric, Pneumatic	\$36.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Railroad Equipment, Power Driven, Except Dual Mobile	\$36.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Railroad Power Spiker Or Puller, Dual Mobile	\$36.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Remote Equipment Operator	\$36.83	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Remote Equipment Operator (i.e. Compaction And Demolition)	\$36.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Rigger/signal Person	\$36.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Riprap Person	\$36.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Rodder & Spreader	\$36.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Sandblast Tailhoseman	\$36.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Scaffold Erector, Wood Or Steel	\$36.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Stake Jumper	\$36.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Structural Mover	\$36.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Tailhoseman (water Nozzle)	\$36.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Timber Bucker & Faller (by Hand)	\$36.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Track Laborer (rr)	\$36.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Traffic Control Laborer	\$33.91	<u>7B</u>	<u>1M</u>	<u>8T</u>
Benton	<u>Laborers</u>	Traffic Control Supervisor	\$34.91	<u>7B</u>	<u>1M</u>	<u>8S</u>
Benton	<u>Laborers</u>	Trencher, Shawnee	\$36.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Trenchless Technology Technician	\$36.55	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Truck Loader	\$36.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Tugger Operator	\$36.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Vibrators, All	\$36.55	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Wagon Drills	\$36.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Water Pipe Liner	\$36.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Welder, Electric, Manual Or Automatic (hdpe Or Similar Pipe And Liner)	\$36.83	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Well-point Person	\$36.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Wheelbarrow, Power Driven	\$36.28	<u>7B</u>	<u>1M</u>	

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

Washington State Prevailing Wage

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

**Apprentice Level Prevailing Wage Rates for Benton County and Laborers
 Trade for the Effective Date: 7/25/2016**

<u>Step</u>	<u>Occupation</u>	<u>Begin Hours</u>	<u>End Hours</u>	<u>Apprentice Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
Step 1	Laborer/Eastern WA Pasco Area/Registered Prior to 6/1/2012	1	1000	\$26.10	<u>7B</u>	<u>1M</u>	
Step 2	Laborer/Eastern WA Pasco Area/Registered Prior to 6/1/2012	1001	2000	\$28.58	<u>7B</u>	<u>1M</u>	
Step 3	Laborer/Eastern WA Pasco Area/Registered Prior to 6/1/2012	2001	3000	\$31.05	<u>7B</u>	<u>1M</u>	
Step 4	Laborer/Eastern WA Pasco Area/Registered Prior to 6/1/2012	3001	4000	\$33.53	<u>7B</u>	<u>1M</u>	
Step 1	Laborer/Eastern WA Pasco Area/Registered On or After 6/1/2012	1	1000	\$26.10	<u>7B</u>	<u>1M</u>	
Step 2	Laborer/Eastern WA Pasco Area/Registered On or After 6/1/2012	1001	2000	\$28.58	<u>7B</u>	<u>1M</u>	
Step 3	Laborer/Eastern WA Pasco Area/Registered On or After 6/1/2012	2001	3000	\$31.05	<u>7B</u>	<u>1M</u>	
Step 4	Laborer/Eastern WA Pasco Area/Registered On or After 6/1/2012	3001	4000	\$32.29	<u>7B</u>	<u>1M</u>	
Step 5	Laborer/Eastern WA Pasco Area/Registered On or After 6/1/2012	4001	5000	\$33.53	<u>7B</u>	<u>1M</u>	
Step 6	Laborer/Eastern WA Pasco Area/Registered On or After 6/1/2012	5001	6000	\$34.77	<u>7B</u>	<u>1M</u>	

WAC 296-127-01344

Laborers.

For the intents and purposes of the Washington state public works law, chapter **39.12** RCW, laborers perform a variety of tasks such as:

- Erect and repair guard rails, median rails, guide and reference posts, sign posts and right of way markers along highways.
 - Mix, pour and spread asphalt, gravel and other materials, using hand tools, and mix, pour, spread and rod concrete.
 - Lift, carry and hold building materials, tools and supplies.
 - Measure distances from grade stakes, drive stakes and stretch tight line.
 - Bolt, nail, align and block up under forms.
 - Signal operators of construction equipment to facilitate alignment, movement and adjustment of machinery to conform to grade specifications.
 - Level earth to fine grade specifications, using pick and shovel.
 - Mix concrete, using portable mixer.
 - Position, join, align, wrap and seal pipe sections.
 - The placement and testing of plastic conduit for electrical cable, when the conduit is buried underground.
 - Erect scaffolding, shoring and braces.
 - Mop, or spread bituminous compounds over surfaces for protection (outside buildings).
 - Spray material such as water, sand, steam, vinyl, or stucco through hoses to clean, coat or seal surfaces.
 - Apply caulking compounds by hand or with caulking gun to seal crevices.
 - The application of penetrating sealer and primer protective coatings to concrete floors and steps when safe to walk on.
 - Installation of plastic panels on the inside of existing window frames for insulation (instead of storm windows). The panels are held in place magnetically (with metal brackets) and with self-taping screws.
- The cleaning and grinding of concrete floors and walls by high pressure waterblasting or sandblasting preparatory to the application of waterproofing.
- The removing of rough or defective spots from concrete surfaces, using grinder or chisel and hammer and patching holes with fresh concrete or epoxy compound when not preparatory to sacking (finishing a large surface of patched holes).
 - The setting of concrete curb, gutter and sidewalk forms as a composite crew with cement masons.
 - The laying of concrete, granite and brick pavers in beds of sand.
 - General cleanup required after damage caused by water or fire.

All clean-up work required in connection with the above work. Clean tools, equipment, materials and work areas:

(1) When the cleanup is performed for more than one trade (usually employed by general contractor).

(2) When assisting those trades for which laborers have been specifically designated as tenders, e.g., carpenter tender, cement finisher tender, etc.

[Statutory Authority: Chapter **39.12** RCW, RCW **43.22.270** and **43.22.051**. WSR 00-15-077, § 296-127-01344, filed 7/19/00, effective 7/19/00.]

ALLIED SYSTEMS PRODUCTS

13300 SE 30th ST #102A, BELLEVUE, WA 98005
 206-292-2280 800-877-8038
 FAX: 206-292-4820

TO: Benton County
 ATTN: Dan Waggoner
 7122 W Okanogan Pl, Bldg A
 Kennwick, WA 99336
 PHONE: 509-531-6374
 dan.waggoner@co.benton.wa.us

Today's Date
 6/9/2016

FAX: 509-736-2708

Quantity	Size or Catalog No	Description	Unit	Per	Total
		Quote for High Density Storage Installation			
1	Mob	12 mobile row and 2 static row High Density Mobile System	\$	87,399.00	Lot \$ 87,399.00
1	Inst	Installation Quote Includes - All grout, subfloor between rails, tools, shipping, and prevailing wage requirements for installation Tax is not include in number given	\$	19,699.00	\$ 19,699.00
Total					\$ 107,098.00

Terms: Net/30 F.O.B. Aurora, IL

Transportation or Delivery Via Best Option

Subject to our credit department approval, this quotation is made for immediate acceptance and is subject to change without notice. Deliveries are subject to delays from fire, strikes, or other causes beyond our control. Standard tax rate applies to customers in Washington (WA). For complete terms and conditions please visit our website at

www.alliedaak.com/termsandconditions.html

Accepted By: _____

Very truly yours, **Daron Sax**

Date: _____

TERMS & CONDITIONS OF SALE

PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS. *These terms and conditions constitute a binding contract between Customer and Allied Systems Products. Customer accepts these terms and conditions by placing an order with Allied Systems Products or engaging Allied Systems Products to perform or procure any services.*

Allied Systems Products reserves the right to adjust pricing, product and service offerings for reasons including, but not limited to, changing market conditions, product discontinuation, product unavailability, manufacturer price changes, or supplier price changes. All orders are subject to product availability and the availability of personnel to perform the services. Therefore, Allied Systems Products cannot guarantee that it will be able to fulfill Customer's orders. If Services are performed on a time and materials basis, any estimates provided by Allied Systems Products are for planning purposes only. **(Any adjustment of costs are subject to Section 5 'Compensation', and the maximum amount payable, of the agreed-to Public Works Contract)**

ORDERS

ORDERS UNDER \$30.00 (FREIGHT EXCLUDED) ARE SUBJECT TO A \$5.00 MINIMUM ORDER FEE. NEW CUSTOMERS WILL BE REQUIRED TO SUBMIT A CREDIT CARD ALONG WITH A SIGNED PRICE QUOTE OR A COMPANY ISSUED PO AUTHORIZING PURCHASE.

OVER-RUNS OR UNDER-RUNS

We attempt to ship exact quantities as ordered. However, we reserve the right to over-ship or under-ship a maximum of the total quantity ordered. ON CUSTOM MANUFACTURED (folders, filebacks, and indexes) OR PRINTED ITEMS, A 10% OVER-OR-UNDER RUN IS STANDARD.

INVOICE/STATEMENTS

The title and right to possession to the products shall remain with Allied Systems Products until all payments are made in full. Payment terms are not to exceed 15 days for the full amount stated on the invoice unless agreed to the contrary in writing by Allied Systems Products. Unless Customer provides Allied Systems Products with a valid tax exempt Reseller Permit, the Customer will be responsible for any sales, excise, occupation, or use tax applicable to the order. ACCEPTABLE FORMS OF PAYMENT ARE CASH, CHECK, MONEY ORDER, VISA, MASTERCARD OR DISCOVER. Allied Systems Products reserves the right to decline to make deliveries except for PREPAID or COD if it has been determined that the Customer is not financially responsible; in such an event, Allied Systems Products shall not be held liable for the failure to deliver in whole or in part. **(Payment subject to the requirements of Section 6 'Invoicing' of the agreed-to Public Works Contract.)**

Statements are mailed to delinquent accounts on or around the last day of each month with any applicable interest charges at a rate of one and a half percent (1.5%) on the 16th and 31st, day of each month. Debts exceeding 2 MONTHS are placed into collections and/or products seized. CUSTOMER IS RESPONSIBLE FOR ALL COLLECTION AND ATTORNEY FEES ASSOCIATED TO THE DEBT.

SHIPPING

Standard shipping times for non-assembled stock products are 1-3 business days; assembled products 4-6 business days; conversion services 14 business days; custom products vary depending on the product. SHIPPING DATES PROVIDED BY ALLIED SYSTEMS PRODUCTS ARE ESTIMATES. Estimates do not include weekends or company holidays. Shipping and Freight charges are additional and determined at time of departure. PRICES ARE NET 15 FOB BELLEVUE, WA.

If Customer provides Allied Systems Products with a carrier account number or selects a carrier other than a carrier that regularly ships for Allied Systems Products, title to products and risk of loss or damage during shipment pass from Allied Systems Products to Customer upon delivery to the carrier. For all other shipments, title to products and risk of loss or damage during shipment pass from Allied Systems Products to Customer upon delivery to the specified destination. Freight claims resulting from shortages or damage during transit are to be filed by the Customer with the respective carrier. Allied Systems Products will not grant a credit resulting from such claims. Upon request, the necessary information will be provided to the customer for claim preparation.

Standard freight carriers for Allied Systems Products are the United States Postal Service, United Parcel Service, Unishippers and Custom Freight Companies. Partial shipments shall be permitted without breach of contract. Allied Systems Products shall not be liable for delays in delivery caused by war, fire, strikes, floods, accidents, Government priorities, or regulations, shortages of material or causes beyond reasonable control. It is understood that the nonoccurrence of such events is among the basic assumptions upon which commitments by Allied Systems Products are made and will use its best efforts to meet the delivery time specified on the acknowledgment, but does not assume a firm obligation for delivery at that time.

RETURNS

With respect to products found defective or not in conformity with applicable specifications, an equitable adjustment will be made taking into account the nature of the defect or nonconformance, the period of use, and the price of the product prevailing at the time of adjustment.

WARRANTY

All products are guaranteed to operate in complete conformance with the applicable specification at the time of sale. Allied Systems Products warrants the products to be free from defects in material and workmanship and to be in conformity with applicable specifications: provided however, that this warranty shall not apply to any product which shall have been abused or misused physically or electrically, or on which the trademark has been defaced or obliterated. Allied Systems Products shall be liable under this warranty only if Customer requests written authorization within the period and otherwise fully complies with the procedures relating to warranty adjustments set forth below. Customer accepts that Allied Systems Products is not the manufacturer of shelving products and that the only warranties offered are those of the manufacturer. In purchasing the products, the customer is not relying on any statements, specifications, photographs, or other illustrations representing the products provided by Allied Systems Products.

e. Contract w/WA St Department of Commerce for Community Development Block Grant

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: Next Available	Execute Contract	<u> X </u>
	Pass Resolution	<u> X </u>
Subject:	Pass Ordinance	<u> </u>
Contract Number: 16-62210-002	Pass Motion	<u> </u>
between Washington State Department of Commerce and Benton County	Other	<u> </u>
Prepared by:		
Shela Berry, Admin Assist-DHS		
Reviewed by:		
Kyle Sullivan, Administrator-DHS		
	Consent Agenda	<u> X </u>
	Public Hearing	<u> </u>
	1st Discussion	<u> </u>
	2nd Discussion	<u> </u>
	Other	<u> </u>

BACKGROUND INFORMATION

Washington State Department of Commerce would like to re-contract with Benton County to provide the Community Development Block Grant (CDBG), Public Services Grant.

Benton County will make \$64,834.00 in CDBG Public Services Grant funds available to the grant subrecipient community action program, Benton-Franklin Community Action Connections. These funds will result in new and increased CDBG eligible public services. The county will receive up to \$3,500.00 for eligible general administration costs. The services will benefit approximately 173 persons and target limited clientele based on HUD's low- and moderate-income criteria for Benton and Franklin Counties, and will exclusively benefit residents of non-entitlement areas for eligible costs incurred between July 1, 2016 and June 30, 2017.

The contract process was initiated when Washington State Department of Commerce provided a copy of the contract for legal review on May 27, 2016 resulting in the delay of execution.

SUMMARY

Award: \$64,834.00
Period: July 1, 2016 through June 30, 2017
Funding Source: Washington State Department of Commerce

RECOMMENDATION

- Sign the Resolution to accept the proposed contract
- Approve the proposed contract by signing all the copies where indicated

FISCAL IMPACT

Funding for the services described in this contract is provided by Washington State Department of Commerce. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget, for a contract amount of \$64,834.00.

MOTION

To approve signing Contract Number: 16-62210-002 Community Development Block Grant (CDBG), Public Services Grant with Washington State Department of Commerce, Local Government Division, and to authorize the Chair to sign on behalf of the Board.



RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

**RE: IN THE MATTER OF EXECUTING CONTRACT NUMBER: 16-62210-002
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), PUBLIC SERVICES
GRANT BETWEEN WASHINGTON STATE DEPARTMENT OF COMMERCE,
LOCAL GOVERNMENT DIVISION, AND BENTON COUNTY**

WHEREAS, Washington State Department of Commerce would like to re-contract with Benton County to provide the Community Development Block Grant (CDBG), Public Services Grant; and

WHEREAS, Benton County will make \$64,834.00 in CDBG Public Services Grant funds available to the grant subrecipient community action program, Benton-Franklin Community Action Connections; and

WHEREAS, these funds will result in new and increased CDBG eligible public services; and

WHEREAS, the county will receive up to \$3,500.00 for eligible general administration costs; and

WHEREAS, the services will benefit approximately 173 persons and target limited clientele based on HUD's low- and moderate- income criteria for Benton and Franklin Counties; and

WHEREAS, the grant will exclusively benefit residents of non-entitlement areas for eligible costs incurred between July 1, 2016 and June 30, 2017, and

WHEREAS, the contract process was initiated when Washington State Department of Commerce provided a copy of the revised contract for legal review on May 27th, 2016 resulting in the delay of execution; and

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, the Community Development Block Grant (CDBG), Public Services Grant between Washington State Department of Commerce, Local Government Division, and Benton County for a contract amount of \$64,834.00; and

BE IT FURTHER RESOLVED, that the Benton and Franklin Counties Department of Human Services is authorized to voucher the County Auditor's office to make such payments necessary for the disbursement of the Community Development Block Grant (CDBG), Public Services Grant; and

BE IT FURTHER RESOLVED, the term of the attached Contract commences on July 1, 2016 and ends on June 30, 2017.

Dated this.....day of, 2016

Chairman of Board

Member

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

Attest: _____
Clerk of the Board



Department of Commerce

Grant Contract with:

Benton County

Through

Community Development Block Grant (CDBG) Program

Public Services Grant

For:

Provide public services through Community Action Connections to low- and moderate-income persons in Benton and Franklin Counties.

Start date: 7/1/2016

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Attachment A, Scope of Work and Budget

Attachment B, State and Federal Requirements and Assurances

Attachment C, Letter to Incur Costs (if applicable)

FACE SHEET

Contract Number: 16-62210-002

**Washington State Department of Commerce
Local Government Division
Community Development Block Grant (CDBG) Program
Public Services Grant**

1. Grantee Benton County 7102 W Okanogan Place, Suite 201 Kenewick, WA 99336		2. Grantee Doing Business As (optional) N/A	
3. Grantee Representative Kyle Sullivan, Administrator Department of Human Services Phone: (509) 783-5284 Fax: (509) 754-6098 Email: kyle.sullivan@co.benton.wa.us		4. COMMERCE Representative Laurie Dschaak Project Manager Phone: (360) 725-5020 Fax: (360) 586-8440 Email: laurie.dschaak@commerce.wa.gov PO Box 42525 1011 Plum Street S.E. Olympia, WA 98504	
5. Grant Amount \$64,834	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date 7/1/2016	8. End Date 6/30/2017
9. Federal Funds (as applicable) \$64,834	Federal Agency: U.S. Department of Housing & Urban Development (HUD)	CFDA Number: 14.228	Indirect Rate (if applicable): N/A
10. Tax ID # 91-6001296	11. SWV # 0000322-02	12. UBI # N/A	13. DUNS # 08-373-8997
14. Grant Purpose Provide public services through Community Action Connections to low- and moderate-income persons in Benton and Franklin Counties. A full description of the project is in Attachment "A" Scope of Work and Budget.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work and Budget, Attachment "B" – State and Federal Requirements and Assurances, Attachment "C" – Letter to Incur Costs (if applicable), and the following documents incorporated herein by reference: Grantee's application for funding and the Community Development Block Grant policies and procedures, prepared by Commerce.			
FOR GRANTEE  Mr. Kyle Sullivan, Administrator Benton County Department of Human Services Date: 7/20/16		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY _____ Sandra C. Adix, Assistant Attorney General (Signature on File) Date: May 5, 2016	

SPECIAL TERMS AND CONDITIONS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

1. DEFINITIONS

- A. "Contractor" and "Grantee" in this Grant, and the term "subrecipient" found in the federal Community Development Block Grant (CDBG) rules and regulations, shall mean the same.
- B. "Low- and moderate-income" shall mean a household income equal to or less than 80 percent of area median income adjusted by family size.

2. ACKNOWLEDGEMENT OF FEDERAL FUNDING

Federal Award Identification Number (FAIN): B-16-DC-53-001

Total amount of federal award B-16-DC-53-001 to Commerce: \$11,319,386

Total amount of B-16-DC-53-001 awarded to Grantee under this Grant is set forth in the Face Sheet at #5, Grant Amount.

Federal Award Date: To be determined.

Awarding Federal official: To be determined.

Federal Award Date and Awarding Federal Official will be stated in a cover letter from Commerce that will accompany a copy of the fully executed Grant provided to Grantee.

Funds distributed through this Grant are subject to CDBG regulations in 24 CFR Part 570.

The Grantee agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Grantee describing programs or projects funded in whole or in part with federal funds under this Grant, shall contain the following statements:

"This project was supported by Grant No. B-16-DC-53-001 awarded by the U.S. Department of Housing and Urban Development (HUD). Points of view in this document are those of the author and do not necessarily represent the official position or policies of HUD. Grant funds are administered by the Community Development Block Grant Program, Washington State Department of Commerce."

3. ACQUISITION AND DISPOSITION OF ASSETS

The Grantee will account for any tangible personal property acquired or improved with this Grant.

The use and disposition of real property and equipment under this Grant will be in compliance with the requirements of all applicable federal law and regulation, including but not limited to 2 CFR 200 and 24 CFR Part 570.489,570.502,570.503,570.504, and 570.505 as applicable, which include but are not limited to the following:

Real property that was acquired or improved, in whole or in part, with funds under this Grant in excess of \$25,000 shall be used to meet one of the CDBG national objectives for ten (10) years after the Grant is closed. Any exception must be made with COMMERCE approval and the Grantee will be responsible to pay COMMERCE an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. Such payment from the disposition of real property acquired with this Grant within ten (10) years of closeout of the Grant shall be treated as CDBG Program Income.

In cases in which equipment acquired in whole or in part with funds under this Grant is sold, the proceeds will be CDBG Program Income.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of work provided and receipt of properly completed invoices, which shall be submitted to the COMMERCE Representative on a Washington State Invoice Voucher form not more than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, progress of the project, and fees. The invoice shall include the Contract Number identified on the Face Sheet of this Grant. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant, including completion of the Environmental Review and the release of funds (if applicable).

No payments in advance or in anticipation of services or supplies to be provided under this Grant shall be made by COMMERCE.

COMMERCE shall not release the final five (5) percent of the total grant amount until acceptance by COMMERCE of project completion.

5. CLOSEOUT

COMMERCE will advise the Grantee to initiate closeout procedures when there are no impediments to closing and the following criteria have been met or soon will be met:

- A. All costs have been incurred with the exception of closeout costs and any unsettled third-party claims against the Grantee. Costs are incurred when goods and services are received or contract work is performed.
- B. The Grantee has held a public hearing to review program performance.
- C. The Grantee has submitted the final Closeout Performance Report. Failure to submit a report will not preclude COMMERCE from effecting closeout if it is deemed to be in the state's interest. Any excess grant amount in the Grantee's possession shall be returned in the event of failure to finish or update the report.
- D. Other responsibilities of the Grantee under this Grant and applicable laws and regulations appear to have been carried out satisfactorily or there is no further state interest in keeping this Grant open for the purpose of securing performance.

6. COMPENSATION

COMMERCE shall pay an amount not to exceed the amount identified on the Face Sheet of this Grant for the performance of all things necessary for or incidental to the performance of work as set forth in Attachment A, Scope of Work and Budget incorporated herein, and by reference the Grantee's application for funding.

Grantee shall receive reimbursement for travel and other expenses as authorized in advance by COMMERCE as reimbursable. Grantee shall receive compensation for travel expenses at current state travel reimbursement rates

7. ENVIRONMENTAL REVIEW

General Purpose, Housing Enhancement, and Economic Opportunity Grants

Funding in excess of the amount stipulated in **Attachment C, Letter to Incur Costs**, shall not be released to a Grantee by COMMERCE until the following conditions implementing 24 CFR part 58 are met:

- A. The Grantee must complete an environmental review of the project and make a finding of environmental impact. A notice of this finding must be published along with a notice of the Grantee's intent to request release of funds for the project unless the project is exempt from the publication requirements as described. The Grantee must allow a seven (7) or fifteen (15) day period for public review and comment following publication of the notices unless exempt under the National Environmental Policy Act (NEPA) and the Washington State Environmental Policy Act (SEPA). When this review and comment period expires, the Grantee may, after considering any comments received, submit a request for release of funds to COMMERCE. Upon receipt of the request, COMMERCE must allow a fifteen (15) day period for public review and comment. When COMMERCE's public review and comment period expires, COMMERCE may, after considering any comments received, formally notify the Grantee in writing of the release of federal funds for the project.
- B. This special condition is satisfied when the Grantee completes the environmental review and request for release of funds from COMMERCE. The special condition is effectively removed on the date COMMERCE provides the Grantee with written notice of release of funds.

Imminent Threat Grants

Funding shall not be released to an Imminent Threat Grant recipient until the following conditions are met: The Grantee assures that assisted activities are for temporary or permanent improvements limited to the protection, repair or arrest of imminent threats to public health and safety or physical deterioration. The Grantee further assures that assisted activities will result in either no change or minimal change in the environmental conditions that existed prior to the emergency. In addition, the Grantee assures it will document, in writing, its NEPA determination that each activity or project is exempt and meets the conditions specified for such exemption under 24 CFR 58.34 of 24 CFR, Environmental Review Procedures, for Title I CDBG Programs. In cases where Grantees must take action immediately, or within a time too short to allow full SEPA compliance, to avoid an imminent threat to public health or safety, to prevent an imminent danger to public or private property, or to prevent an immediate threat of serious environmental degradation, such actions are exempt from SEPA pursuant to WAC 197-11-880.

Planning-Only Activities and Public Services Grants

Funding shall not be released to a Planning-Only or Public Services Grant recipient until the following conditions are met: The Grantee assures that assisted activities are exempt under NEPA (24 CFR 58.34(a)) and categorically exempt under SEPA (RCW 43.21C). The Grantee further assures that the activities do not come under the purview of any other federal, state, and known local environmental laws, statutes, regulations or executive orders. In addition, the Grantee assures it will document, in writing, its determination.

8. GRANT MANAGEMENT

The Representative and contact information identified on the Face Sheet of this Grant for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

9. HISTORICAL OR CULTURAL ARTIFACTS, HUMAN REMAINS

In the event that historical or cultural artifacts are discovered at the project site during construction or rehabilitation, the Grantee shall immediately stop construction and notify the local historical preservation officer and the state historic preservation officer at the Department of Archaeology and Historic Preservation (DAHP) at (360) 586-3065. If human remains are discovered, the Grantee shall stop work, report the presence and location of the remains to the coroner and local law enforcement immediately, and contact DAHP and the concerned tribe's cultural staff or committee.

10. INSURANCE

All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by:

- i. Governmental Accounting Standards Board (GASB),
- ii. Financial Accounting Standards Board (FASB), and
- iii. The Washington State Auditor's annual instructions for financial reporting.

Grantees participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The State of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Unemployment and Industrial Insurance. The Grantee shall be in full compliance with all state unemployment and industrial insurance laws while performing work under this Contract. Commerce will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for the Grantee, or any subcontractor or employee of the Grantee, which might arise under the industrial insurance laws during performance of this Contract.

Protection of Project Property, Grantee's Assumption of Risk. The Grantee shall continuously maintain adequate protection of all the project work from damage and shall protect the property from injury or loss arising in connection with this Contract. The entire work of the Grantee shall be at the sole risk of the Grantee. The Grantee may elect to secure fire, extended coverage, and vandalism insurance or all-risk insurance to cover the project work during the course of construction. The Grantee shall take all necessary precautions for the safety of its employees working on the project, and shall comply with all applicable provisions of federal, state, and local safety laws and building

codes to prevent accidents or injuries to persons, on, about, or adjacent to the premises where the work is being performed.

11. PERFORMANCE REPORTING

The Grantee, at such times and in such forms as COMMERCE may require, shall furnish periodic progress and performance reports pertaining to the activities undertaken pursuant to this Contract. These reports may include environmental review records, publication affidavits, procurement and contracting records, documentation of compliance with federal civil rights requirements, job creation records, program income reports, reports of the costs and obligations incurred in connection therewith, the final closeout report, and any other matters covered by this Contract. Activities funded by this Contract providing income-qualified direct assistance or direct services under the limited clientele, housing, or job creation CDBG National Objectives, must submit quarterly beneficiary reports as furnished by COMMERCE. Failure to submit these reports may result in COMMERCE withholding payment or terminating this Contract.

12. PROGRAM INCOME

Program income, as defined in 24 CFR 570.489(e), retains federal identity and will be used before drawing additional CDBG funds to complete activities included in the Scope of Work and Budget. The Grantee must maintain records of program income received and expended, and annually report program income received after closeout of this Grant. Program Income shall be used to continue the same activities to benefit low- and moderate-income persons or, with COMMERCE approval, for other activities to benefit low- and moderate-income persons. Interest earned in excess of \$100 on CDBG funds received to reimburse incurred costs must be remitted to COMMERCE for return to the U.S. Treasury.

13. SUBCONTRACTS FOR ENGINEERING SERVICES

Engineering firms must certify that they are authorized to do business in the state of Washington and are in full compliance with the requirements of the Board of Professional Registration. The Grantee shall require that engineering services providers be covered by errors and omissions insurance. The engineering firm shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the engineering firm and licensed staff employed or under contract to the engineering firm. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

14. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work and Budget
- Grantee's application for funding and the Community Development Block Grant policies and procedures, prepared by Commerce as incorporated by reference on the Face Sheet

GENERAL TERMS AND CONDITIONS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Modified Total Direct Costs (MTDC)" shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.
- F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- G. "State" shall mean the state of Washington.
- H. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee/subcontractor" refers to any tier.
- I. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- J. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the Grantee shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and the methodology for those models.

3. ADMINISTRATIVE COST ALLOCATION

Administrative costs that may be allowed are set forth in the Special Terms and Conditions. Administrative services shared by other programs shall be assigned to this Grant based on an allocation plan that reflects allowable administrative costs that support services provided under each Grant administered by the Grantee. An approved current federal indirect cost rate may be applied up to the maximum administrative budget allowed.

4. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

5. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

6. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

7. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

8. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

9. ATTORNEY'S FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorney's fees and costs.

10. AUDIT

A. General Requirements

Grantees are to procure audit services based on the following guidelines.

The Grantee shall maintain its records and accounts so as to facilitate audits and shall ensure that Subgrantee/subcontractors also maintain auditable records.

The Grantee is responsible for any audit exceptions incurred by its own organization or that of its Subgrantee/subcontractors.

COMMERCE reserves the right to recover from the Grantee all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Grantee must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. Federal Funds Requirements – 2 CFR Part 200

Grantees expending \$750,000 or more in a fiscal year (that begins after December 26, 2014) in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with 2 CFR Part 200 Subpart F. For fiscal years beginning prior to December 26, 2014, Grantees are required to have an audit conducted in accordance with Federal audit requirements. When state funds are also to be paid under this Agreement a Schedule of State Financial Assistance as well as the required schedule of Federal Expenditure must be included. Both schedules include:

- Grantor agency name
- Federal agency
- Federal program name
- Other identifying contract numbers
- Catalog of Federal Domestic Assistance (CFDA) number (if applicable)
- Grantor contract number
- Total award amount including amendments (total grant award)
- Current year expenditures

If the Grantee is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Grantee in accordance with 2 CFR Part 200.

The Grantee shall include the above audit requirements in any subgrants/subcontracts.

In any case, the Grantee's financial records must be available for review by COMMERCE.

C. Documentation Requirements

The Grantee must send a copy of any required audit Reporting Package as described in 2 CFR, Part 200 no later than nine (9) months after the end of the Grantee's fiscal year(s) by sending a scanned copy to auditreview@commerce.wa.gov or a hard copy to:

Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum Street SE
PO Box 42525
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the Grantee must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter.

11. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS

- A.** Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 2. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 4. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B.** Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C.** The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D.** The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- a) The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - b) Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such contractor shall attach an explanation to this Grant.
- E.** The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the

rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

12. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
2. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

14. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the Grantee terminate this Grant if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Grantee in the procurement of, or performance under this Grant.

Specific restrictions apply to contracting with current or former state employees pursuant to Chapter 42.52 RCW. The Grantee and their subgrantee(s) must identify any state of Washington employees or former state employees employed or former state employees employed on the firm's governing board during the past 24 months. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a Grant.

In the event this Grant is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Grantee as it could pursue in the event of a breach of the Grant by the Grantee. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Grant.

15. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

16. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

17. DUPLICATE PAYMENT

COMMERCE shall not pay the Grantee, if the Grantee has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

18. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

19. INDEMNIFICATION

Each party to this Contract shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this Contract shall be responsible for the acts and/or omissions of third party.

20. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

21. INDIRECT COSTS

The Grantee shall provide their indirect cost rate that has been negotiated between their entity and the Federal Government. If no such rate exists a de minimis indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

22. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

23. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

United States Laws, Regulations and Circulars (Federal)

A. Audits

- 2 CFR Part 200.

B. Environmental Protection and Review

- Coastal Barrier Resources Act of 1982, 16 U.S.C. 3501 et seq.
- HUD's implementing regulations at 24 CFR parts 50 or 58, as appropriate.
- Lead Based Paint Poisoning Prevention Act, 42 U.S.C. 4821-4846 also 24 CFR 982.401(j).
- National Environmental Policy Act of 1969, 42 U.S.C. 4321 et seq. and the Implementing Regulations of 24 CFR 58 (HUD) and 40 CFR 1500-1508 (Council on Environmental Quality).
- Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 USC 4851-4856.

C. Flood Plains

- Flood Disaster Protection Act of 1973, 42 USC 4001-4128.

D. Labor and Safety Standards

- Convict Labor, 18 U.S.C. 751, 752, 4081, 4082.
- Davis Bacon Act, 40 U.S.C. 276a-276a-5.
- Drug-Free Workplace Act of 1988, 41 USC 701 et seq.
- Federal Fair Labor Standards Act, 29 U.S.C. 201 et seq.
- Title IV of the Lead Based Paint Poisoning Prevention Act, 42 U.S.C 4831, 24 CFR Part 35.
- Work Hours and Safety Act of 1962, 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5.

E. Laws against Discrimination

- Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90 Nondiscrimination in Federally Assisted Programs.

- Americans with Disabilities Act of 1990, Public Law 101-336.
- Employment under Federal Contracts, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793.
- Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60.
- Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102.
- Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100.
- Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8.
- Fair Housing, Title VIII of the Civil Rights Act of 1968, Public Law 90-284, 42 U.S.C. 3601-19.
- Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631.
- Minority Business Enterprise Development, Executive Order 12432, 48 FR 32551.
- Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a).
- Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1.
- Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352.
- Section 3, Housing and Urban Development Act of 1968, 12 USC 1701u (See 24 CFR 570.607(b)).

F. Office of Management and Budget Circulars

- 2 CFR

G. Other

- Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54.
- Governmental Guidance for New Restrictions on Lobbying; Interim Final Guidance, Federal Register 1, Vol. 54, No. 243 Wednesday, December 20, 1989.
- Hatch Political Activity Act, 5 U.S.C. 1501-8.
- Lobbying and Disclosure, 42 USC 3537a and 3545 and 31 USC 1352. (Byrd Anti-Lobbying Amendment). 31 U.S.C. 1352 provides that Grantees who apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other award covered by 31 U.S.C. 1352. Each tier must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- Non-Supplanting Federal Funds.

H. Privacy

- Privacy Act of 1974, 5 U.S.C. 552a.

I. Relocation

- Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 and implementing regulations at 49 CFR part 24.
- Section 104(d) of the Housing and Community Development Act of 1974 and the implementing regulations at 24 CFR part 570.

Washington State Laws and Regulations

- Affirmative action, RCW 41.06.020 (1).
- Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
- Disclosure-campaign finances-lobbying, Chapter 42.17A RCW.
- Discrimination-human rights commission, Chapter 49.60 RCW.
- Ethics in public service, Chapter 42.52 RCW.
- Housing assistance program, Chapter 43.185 RCW
- Interlocal cooperation act, Chapter 39.34 RCW.

- H. Noise control, Chapter 70.107 RCW.
- I. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- J. Open public meetings act, Chapter 42.30 RCW.
- K. Prevailing wages on public works, Chapter 39.12 RCW.
- L. Public records act, Chapter 42.56 RCW.
- M. Relocation assistance - real property acquisition policy, Chapter 8.26 RCW.
- N. Shoreline management act of 1971, Chapter 90.58 RCW.
- O. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.
- P. State building code, Chapter 19.27 RCW and Energy-related building standards, Chapter 19.27A RCW, and Provisions in buildings for aged and handicapped persons, Chapter 70.92 RCW.
- Q. State Coastal Zone Management Program, Publication 01-06-003, Shorelands and Environmental Assistance Program, Washington State Department of Ecology.
- R. State environmental policy, Chapter 43.21C RCW.

24. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

25. LIMITATION OF AUTHORITY

Only the Authorized Representative or the Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Grant is not effective or binding unless made in writing and signed by the Agent

26. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further Grants with COMMERCE. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

27. NOTIFICATION OF TENANT RIGHTS/RESPONSIBILITIES

The Grantee shall provide all tenants, if any, with information outlining tenant rights and responsibilities under the Washington State Landlord Tenant laws, Title 59, Revised Code of Washington.

The Grantee shall also provide all occupants of property acquired with U.S. Department of Housing and Urban Development (HUD) funds notice regarding their eligibility for relocation assistance. Such notices will be provided as required by the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended and referenced in 49 CFR part 24 and Section 104(d) of the Housing and Community Development Act of 1974, as amended and referenced in 24 CFR 570 and noted in HUD's Handbook No. 1378. Notifications will include but not be limited to:

- General Information Notice
- Notice of Displacement/Non-Displacement

28. POLITICAL ACTIVITIES

Political activity of Grantee employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

29. PREVAILING WAGE LAW

The Grantee certifies that all contractors and subcontractors performing work on the project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the project funded by this Grant, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Grantee shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

30. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A Grantee which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all purchases funded by this Grant.

A Grantee which is a nonprofit organization shall establish procurement policies in accordance with 2 CFR Part 200, for all purchases funded by this Grant.

The Grantee's procurement system should include at least the following:

1. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
2. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
3. Minimum procedural requirements, as follows:
 - a. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - b. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - c. Positive efforts shall be made to use small and minority-owned businesses.
 - d. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Grantee, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
 - e. Contracts shall be made only with reasonable subgrantees/subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - f. Some form of price or cost analysis should be performed in connection with every procurement action.
 - g. Procurement records and files for purchases shall include all of the following:
 - 1) Contractor selection or rejection.
 - 2) The basis for the cost or price.
 - 3) Justification for lack of competitive bids if offers are not obtained.
 - h. A system for contract administration to ensure Grantee conformance with terms, conditions and specifications of this Grant, and to ensure adequate and timely follow-up of all purchases.
4. Grantee and Subgrantee/subcontractor must receive prior approval from COMMERCE for using funds from this Grant to enter into a sole source contract or a contract where only one bid or proposal is received when value of this Grant is expected to exceed \$5,000.

Prior approval requests shall include a copy of proposed contracts and any related procurement documents and justification for non-competitive procurement, if applicable.

31. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Grant shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Grant provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

32. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

33. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

34. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

35. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

36. RIGHT OF INSPECTION

The Grantee shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

37. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

38. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

39. SUBGRANTING/SUBCONTRACTING

The Grantee may only subcontract work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subgrantee to follow all applicable terms of this Grant. If any Subgrantee fails to comply with any applicable term or condition of this Grant, including the Scope of Work and Budget in Attachment A, the Grantee shall be responsible for completing the work itself, or contracting with another Subgrantee as approved by COMMERCE. The Grantee shall appropriately monitor the activities of the Subgrantee to assure fiscal conditions of this Grant. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subgrantee's performance of the subcontract.

40. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

41. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

42. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

43. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

44. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

1. Stop work under the Grant on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
7. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

45. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

ATTACHMENT A — SCOPE OF WORK AND BUDGET

**Grantee: Benton County
Contract No. 16-62210-002**

Section A: Project Description / Deliverable

Benton County will make \$61,334 in CDBG Public Services Grant funds available to the grant subrecipient community action program, Benton-Franklin Community Action Connections. These funds will result in new and increased CDBG eligible public services. The county will receive up to \$3,500 for eligible general administration costs. The community action program will assist at least 173 people who qualify under the HUD low- and moderate-income (LMI) limits for the Benton and Franklin County service areas. This grant will exclusively benefit residents of non-entitlement areas for eligible costs incurred between July 1, 2016 and June 30, 2017.

Section B: Project Activities, Milestones and Budget

CDBG Budget Code	Budget Amount	Project Activities *Must complete each bulleted project activity to meet the corresponding milestone.	Performance Milestones
21A General Admin.	\$3,500	<ul style="list-style-type: none"> ▪ Execute grant contract with Commerce. ▪ Verify the subrecipient does not have an active exclusion record in the federal award system (SAM.gov), include documentation in the CDBG file, and submit a copy to Commerce. ▪ Establish a subrecipient agreement that includes the project budget and the quarterly beneficiary reporting requirement. Submit a signed copy to Commerce. ▪ Establish administrative, financial, reporting, and record keeping systems. 	Before first payment request
		Payment requests: <ul style="list-style-type: none"> ▪ Review community action program reimbursement requests against the project costs, project budget, and contract start date. ▪ Document the county's CDBG general administration costs. ▪ Once costs are approved, prepare and submit payment request Commerce. ▪ Document receipt of grant funds and reimbursement of eligible costs. 	Not more than monthly or less than quarterly.
		<ul style="list-style-type: none"> ▪ Submit CDBG Beneficiary Reports within 30 days of end of each calendar quarter. 	By April 30, July 31, Oct 31, Jan 31
		<ul style="list-style-type: none"> ▪ Complete applicable civil rights requirements. ▪ Conduct an on-site monitoring of the subrecipient to verify the grant is used according to CDBG requirements and all costs reimbursed are allowable. 	Before final payment request
		<ul style="list-style-type: none"> ▪ Resolve all monitoring issues. ▪ Grant activities are accomplished. ▪ Conduct a final public hearing to review project performance. ▪ Submit a grantee closeout performance report. 	Before requesting final 5% of CDBG award
		<ul style="list-style-type: none"> ▪ List the grantee's CDBG expenditures in the annual Schedule of Expenditures of Federal Awards and arrange an audit with the State Auditor's Office to meet the Uniform Guidance (2 CFR Part 200). 	Before audit

ATTACHMENT A — SCOPE OF WORK AND BUDGET

Grantee: Benton County

Contract No. 16-62210-002

Section B: Project Activities, Milestones and Budget (continued)

CDBG Budget Code	Budget Amount	Project Activities *Must complete each bulleted project activity to meet the corresponding milestone.	Performance Milestones
05 Public Services	\$61,334	<ul style="list-style-type: none"> ▪ Deliver the direct services identified in the CDBG application through the local community action program. ▪ Allocate and manage public services funds as established in the approved subrecipient agreement and budget. ▪ Meet the CDBG national objective of principally benefiting low- and moderate-income persons. ▪ Accomplish HUD's outcome of increasing the availability and accessibility of services to achieve HUD's objective of creating suitable living environments. 	Approx. 173 LMI persons receive direct services by 6/30/2017
TOTAL:		\$64,834	

STATE AND FEDERAL REQUIREMENTS AND ASSURANCES

In addition to laws listed in the general terms and conditions of this Grant, the Grantee assures compliance with the following laws and regulations as they pertain to the local project. Contact the CDBG program if you want assistance in obtaining a copy of any of these.

FEDERAL

A. HOUSING AND COMMUNITY DEVELOPMENT

1. Executive Order 11063, as amended by Executive Order 12259 (24 CFR Part 107).
2. The Housing and Community Development Act of 1974, as amended through 1992: Sections 109; 104 (b) 4; 104 (d); and 104 (I), which prohibit discrimination and require identification of housing and community development needs; a "residential anti-displacement and relocation assistance plan"; and adoption and enforcement of policies prohibiting the use of excessive force.

B. LABOR

1. Prohibition of Use of CDBG for Job-Pirating Activities, 24 CFR Part 570.482(f), revised June 2006.

C. ENVIRONMENTAL AND CULTURAL

1. The Clean Air Act, as amended, 42 U.S.C. 7401 et seq.
2. Executive Order 11990, May 24, 1977, as amended by Executive Order 11990: Protection of Wetlands, 42 FR 26961 et seq.
3. The Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 et seq.
4. Executive Order 11988, May 24, 1977: Floodplain Management and Wetland Protection, 42 FR 26951 et seq.
5. Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451 et seq.
6. The Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 et seq.
7. The Reservoir Salvage Act of 1960, as amended by the Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469 et seq.
8. The Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f et seq., 21 U.S.C. 349, as amended, and 40 CFR Part 149.
9. The Federal Water Pollution Control Act of 1972, as amended, including the Clean Water Act of 1977, Public Law 92-212, 33 U.S.C. Section 1251 et seq.
10. The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et seq.
11. The Fish and Wildlife Coordination Act of 1958, as amended, 16 U.S.C. Section 661 et seq.
12. The National Historic Preservation Act of 1966, 16 U.S.C. 470
13. The Archaeological and Historical Data Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.
14. Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971.
15. Farmland Protection Policy Act of 1981, 7 U.S.C. 4201 et seq., and 7 CFR Part 658.
16. Environmental Justice (Executive Order 12898), as amended by Executive Order 12948.
17. Explosive and Flammable Operations (Section 2 of the Housing Act of 1949, as amended, 42 U.S.C. 1441; Section 7(d) of the HUD Act of 1965, 42 U.S.C. 3535(d); Section 2 of the HUD Act of 1969, 42 U.S.C. 1441(a); and 24 CFR Part 51 Subpart C).
18. Airport Clear Zones and Accident Potential Zones (Section 2 of the Housing Act of 1949 as amended, 42 U.S.C. 1441), affirmed by Section 2 of the HUD Act of 1969, P.L. No 90-448, Section 7(d) of the HUD Act of 1965, 42 U.S.C. 3535(d), and 24 CFR Part 51 Subpart D.

- 19. Toxic Chemicals and Radioactive Materials (Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended by Superfund Amendments and Reauthorization Act and 24 CFR 58.5(i)).**
- 20. Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency – 40 CFR Parts 6, 51, and 93).**

STATE

- 1. Relocation Assistance and Real Property Acquisition Policy, Chapter 8.26 RCW.**

Contract Number: 15-62210-002

**Washington State Department of Commerce
Local Government and Infrastructure Division
Community Development Block Grant (CDBG) Program
Public Services Grant**

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

For Benton County:	Attest:
<hr/>	<hr/>
Chair Date	Clerk of the Board
Approved as to content:	Approved as to form:
 <hr/>	 <hr/>
Dept. of Human Services	Benton Co Prosecutor's Office

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: Next Available Subject: <u>Grant Agreement #2060-2016-EFH:</u> <u>between Benton and Franklin Counties</u> <u>Department of Human Services and</u> <u>Elijah Family Homes</u> Prepared by: Shela Berry, Admin Assist-DHS Reviewed by: Kyle Sullivan, Administrator-DHS	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

The purpose of this Agreement is the funding of a rehabilitation project for Elijah Family Homes, consisting of a duplex and a single family home located in Richland, WA. Elijah Family Homes provides housing subsidies and support services to very low income households who have been denied public housing.

Many of these households have adults with criminal records and serious drug addiction issues. Elijah Family Homes requires one year of sobriety prior to entering the housing program. Support services along with rental subsidies are provided for up to three years.

COORDINATION

Michaela Murdock, BCPA
 Kyle Sullivan, DHS
 Melinda Diaz, DHS

SUMMARY

Award: \$5,230.00
Period: July 1, 2016 through June 30, 2017
Funding Source: Benton County 2060 Affordable Housing Funds

RECOMMENDATION

- Sign the resolution to accept the proposed Grant Agreement
- Approve the proposed Grant Agreement by signing all the copies where indicated

FISCAL IMPACT

There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0152101 State/Affordable Housing Fund, for a Consideration amount of \$5,230.00.

MOTION

To approve signing Grant Agreement #2060-2016-EFH between Benton and Franklin Counties Department of Human Services and Elijah Family Homes, and to authorize the Chair to sign of behalf of the Board.



 Signature

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTING GRANT AGREEMENT #2060-2016-EFH BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND ELIJAH FAMILY HOMES

WHEREAS, the purpose of this Agreement is the funding of a rehabilitation project for Elijah Family Homes, consisting of a duplex and a single family home located in Richland, WA. Elijah Family Homes provides housing subsidies and support services to very low income households who have been denied public housing; and

WHEREAS, many of these households have adults with criminal records and serious drug addiction issues. Elijah Family Homes requires one year of sobriety prior to entering the housing program. Support services along with rental subsidies are provided for up to three years; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Grant Agreement; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign on behalf of Benton County, Grant Agreement #2060-2016-EFH between Benton and Franklin Counties Department of Human Services and Elijah Family Homes; for the funding of a rehabilitation project for Elijah Family Homes, consisting of a duplex and a single family home located in Richland, WA; for a Consideration amount of \$5,230.00; and

BE IT FURTHER RESOLVED, the term of the attached Grant Agreement commences on the July 1, 2016 and ends on June 30, 2017.

Dated thisday of, 2016

Chair

Member

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

Attest: _____
Clerk of the Board

**Benton and Franklin Counties
DEPARTMENT OF HUMAN SERVICES
Grant Agreement #2060-2016-EFH**

This Grant Agreement, hereinafter referred to as the "Agreement", is executed by and between **Benton County**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as the "County"), and **Elijah Family Homes**, a nonprofit corporation organized under the laws of the state of Washington with its principal offices at 660 George Washington Way, Suite G, Richland, WA 99352, (hereinafter referred to as "Contractor").

County Contact Representative:
 Kyle Sullivan, Administrator
 Department of Human Services
 7102 W. Okanogan Place, Suite 201
 Kennewick, WA 99336
 Phone: (509) 783-5284
 Fax: (509) 783-5981
 E-Mail: Kyle.Sullivan@co.benton.wa.us

Recipient Contact Representative:
 Ellen Kathren, Executive Director
 Elijah Family Homes
 660 George Washington Way, Suite G
 Richland, WA 99352
 Phone: (509) 943-6610
 Fax: (509) 943-6645
 E-Mail: ekathren@elijahfamilyhomes.org

Agreement Start Date July 1, 2016
 Agreement End Date June 30, 2017

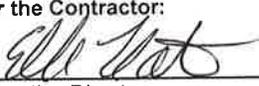
Unless this Agreement is terminated sooner as set forth herein.

Consideration..... Benton County – \$5,230.00

Exhibit A Budget
 Exhibit B Partnership Participation Agreement
 Exhibit C Coordinated Entry System Guidelines

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

For the Contractor:

 7/19/16
 Executive Director Date

For Benton County:

 Benton County Commissioners Date

 Attest: Clerk of the Board

Approved as to Content:


 Department of Human Services

Approved as to Form:


 Benton County Prosecutor's Office

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1. SPECIAL TERMS AND CONDITIONS

- 1.1 **Purpose:** The purpose of this Agreement is to fund a rehabilitation project for a duplex and a single family home owned by the Contractor, Elijah Family Homes. In accordance with Exhibit A (attached hereto and incorporated by reference), the roof of a home located at 707 Thayer Drive, Richland, WA 99352 (hereinafter referred to as the "Thayer Drive Home") will be replaced, and storm doors will be added to the front and rear exterior doors of homes located at 1429 and 1431 Goethals Drive, Richland, WA 99354 (hereinafter referred to as the "Goethals Drive Duplex"). Elijah Family Homes provides housing subsidies and support services to very low income households who have been denied public housing. Many of these households include adults with criminal records and serious drug addiction issues. Elijah Family Homes requires one year of sobriety prior to entering the housing program. Support services along with rental subsidies are provided for up to three years.
- 1.2 **Client Eligibility Requirements**
- a. **Client Eligibility:** Only Benton County residents who meet the income eligibility criteria shall be eligible for client services under this Agreement, unless otherwise approved in writing by the County.
 - b. **Eligibility Verification and Documentation:** County residency and income eligibility status must be verified by the Contractor for program participants prior to billing for services. A copy of each participant's verification documentation shall be kept in the participant's file.
- 1.3 **Compensation:** The County shall pay to the Contractor an amount not to exceed the amount shown in the Budget, which is identified on the face of this Agreement and in Exhibit A, for the performance of all things necessary for or incidental to the performance of the obligations of this Agreement.
- 1.4 **Eligible Use of Funds:** Funding awarded under this Agreement may only be used for eligible activities and expenses for the Goethals Drive Duplex and the Thayer Drive Home (hereinafter collectively referred to as the "Properties"). Eligible activities and expenses are identified in Exhibit A and may not exceed the total compensation amount of \$5,230.00.
- 1.5 **Contractor's Obligations:** The Contractor shall make improvements to the Properties as described in Exhibit A (hereinafter referred to as the "Project") by June 30, 2017.
- 1.6 **Period of Performance:** The improvements required by this Agreement shall be made and completed by the Contractor between July 1, 2016 and June 30, 2017 (hereinafter referred to as the "Project Period").
- 1.7 **Funding Sources:** Funding sources under this Agreement are as follows: Benton County Affordable Housing Surcharge received pursuant to RCW 36.22.178.
- 1.8 **Billing Procedures and Payment:** The Contractor shall submit written claims for actual costs incurred on the appropriate forms provided by the County accompanied with verifiable documentation by the 10th day of each month. Payments made under this Agreement are intended by both Contractor and Benton County to be reimbursement for actual costs incurred by Contractor to complete the Project described in Exhibit A, up to the amounts budgeted in the exhibit and constitute the County's only financial obligation hereunder irrespective of whether the total cost to the Contractor of the Project exceeds \$5,230.00. The final billing for services against this Agreement shall occur no more than 30 days after the end date of this Agreement.

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

Unless otherwise provided for in this Agreement or any exhibits hereto, the Contractor will not be paid for any billings or invoices presented for costs incurred prior to July 1, 2016 or after June 30, 2017.

The County may, at its sole discretion, terminate the Agreement or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the County.

The Contractor is responsible for any audit exceptions or disallowable costs incurred by its own organization or that of its sub-contractors.

- 1.9 **Recovery of Overpayment:** The Contractor shall not be reimbursed more than the amount of the allowable costs of performance of the Agreement. If the Contractor, County, or any other state agency determines that the Contractor has received payments under this Agreement in excess of the amount authorized by this Agreement, or otherwise not in conformity with the Agreement and/or if the Contractor bills and is paid fees for costs that County later finds were (a) not incurred; or (b) for work not performed in accordance with applicable standards, the County may recoup those payments, together with interest, as provided in this section.

The Contractor shall pay interest on overpayments at the rate of one percent (1%) per month or portion thereof. Where partial repayment of an overpayment is made, interest accrues on the remaining balance. Interest will not accrue when the overpayment occurred due to County error.

If the overpayment is discovered by the Contractor prior to discovery and notice by the County, the interest shall begin accruing ninety (90) days after the Contractor notifies the County of such overpayment.

If the overpayment is discovered by the County prior to discovery and notice by the Contractor, the interest shall begin accruing as follows, whichever occurs first:

- a. Thirty (30) days after the date of notice by the County to the Contractor; or
- b. Ninety (90) days after the date of overpayment to the County, whichever is later.

If the Contractor receives a notice of overpayment, which the County shall be required to timely provide, the Contractor may protest the overpayment determination pursuant to the Dispute Resolution Section of this Agreement. Failure to invoke said section within fifteen (15) days of receipt of a notice of overpayment will result in an overpayment debt against the Contractor.

- 1.10 **Fiscal Management:** The Contractor shall establish and maintain a system of accounting and internal controls that comply with generally accepted accounting principles and all state, and local accounting principles and governmental accounting and financial reporting standards that are applicable to state and/or local grants, awards, and/or contracts. The Contractor shall ensure that construction and management of the Project is done in the most cost effective and efficient manner possible.

The Contractor's financial management system at a minimum shall:

- Be a viable, single organizational entity capable of effective and efficient processing of all of the fiscal matters, including proof of adequate protection against insolvency.
- Have the ability to pay for all expenses incurred during the Agreement period, including services that have been provided under the Agreement but paid after the Project Period.
- Include source documentation in support of allowable actual costs necessary to indicate costs incurred by the Contractor directly relating to the cost identified in the Budget.

- 1.11 **Access to Children, Disabled Persons, and Vulnerable Adults:** The Contractor shall prohibit staff or volunteers with a criminal conviction set forth in RCW 43.43.830 from having access to children, developmentally disabled persons, or vulnerable adults in the course of providing the services herein.

The Contractor must conduct a background check for all applicants for staff or volunteer positions who have unsupervised access to children, developmentally disabled persons, or vulnerable adults. The Contractor shall immediately report to the County any allegations/arrests identified in the background checks. If it becomes known to the Contractor, or the Contractor has reason to believe that an applicant has or may have a disqualifying conviction or finding as described in RCW 43.43.842, subsequent to the completion date of their most recent criminal background inquiry, they shall immediately report that finding to the County and immediately remove and thereafter restrict the employee or volunteer from providing services to children, developmentally disabled persons, or vulnerable adults unless otherwise granted written permission by the County's authorized representative(s).

- 1.12 **Relationship of Parties:** The relationship of the Contractor to the County shall be that of independent contractor. No provision of this Agreement is intended or deemed to create any relationship between the Parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the Parties hereto, nor any of their respective employees, shall be construed to be the agent, employee, representative, joint venture, or partner of the other.

The Contractor and its employees or agents will not hold themselves out as, nor claim to be, an agent, officer, or employee of the County, nor will they claim any of the rights, privileges, or benefits which might accrue to County employees.

Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of services, and resulting compensation, for services described herein.

The Contractor agrees to immediately remove any of its employees or agents from their assignment to perform services under this Agreement upon written request to do so from the County's Authorized Representative or designee.

- 1.13 **HMIS System:** The Contractor shall provide client information on an ongoing basis, and include a HMIS print out of clients served with each monthly bill before the 10th of each month. The Contractor will participate in the HMIS Collaborative, and the Data Sharing Agreement, and allow the County access to client level data. The Contractor will enter and exit all client information into the HMIS system on an ongoing basis.

- 1.14 **Insurance:** The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the County, its agents, officers, and employees should there be any claims, suits, actions, costs, damages, or expenses arising from any loss, or negligent or intentional act or omission of the Contractor, or agents of, while performing under the terms of this Agreement. Prior to request for reimbursement under this Agreement, Contractor shall submit to the County certificates of insurance or certified copies of insurance policies and endorsements for the coverage required below and shall maintain the same type and amount of coverage as is currently in effect for five (5) years. Each insurance certificate shall provide that coverage will not be canceled or reduced below the contractual amounts stated herein without forty-five (45) days prior notice to the County. Contractor shall maintain at Contractor's sole expense, unless otherwise stipulated, the following insurance coverage, insuring Benton County, its elected and appointed officials, officers, employees, and agents as required herein.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Washington unless an exception is given in writing by the County's authorized representative(s). All insurance, other than Professional Liability and Worker's Compensation, shall specifically include the County, its officials, officers, employees, and agents as an "Additional Insured" and shall not be reduced or canceled without forty-five (45) days written prior notice to the County. The Contractor's insurance coverage shall be primary insurance as respect to the County, its elected and appointed officials, officers, employees, and agents. Any insurance or self-insurance maintained by

the County, its elected and appointed officials, officers, employees, or agents shall be excess of the Contractor's insurance and shall not contribute to it.

Liability coverage, except Professional Liability, should be written on an Occurrence policy form. Should Claims Made be the only option, a minimum of three (3) year tail coverage shall be maintained after the expiration of this Agreement. If coverage is Claims Made form, the retroactive date shall be prior to or coincident with the date of this Agreement, and the policy shall state that coverage is Claims Made, and state the retroactive date.

The Contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this Agreement, as follows:

1.14.1 Commercial General Liability Insurance Policy: The Contractor shall maintain, during the life of this Agreement, Commercial General Liability Insurance Policy Form (CG0001) or equivalent, to protect the County from claims or actions for damages for bodily injury, including wrongful death, as well as from claims or actions of property damage which may arise from any operations under this Agreement whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

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

1.14.2 Automobile Liability: The Contractor shall maintain, during the life of this Agreement, Commercial Auto Liability Insurance (CA0001); or equivalent in the amount of \$1,000,000 Bodily Injury and Property Damage per combined single limit to protect the Contractor from claims or actions which may arise from the performance of this Agreement, whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor. Covered auto shall be designated as "Symbol 1" for any auto, if commercial auto liability is applicable.

1.14.3 Worker's Compensation Insurance: Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. Contractor shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to the commencement of work. With respect to the performance of this Agreement and as to claims or actions against the County, its officials, officers, agents, and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim or actions brought by or on behalf of any employee of the Contractor against the County. However, Contractor's waiver of immunity by the provisions of this paragraph extend only to claims or actions against Contractor by County, and does not include or extend to claims or actions by Contractor's employees directly against Contractor. This waiver is mutually negotiated by the parties to this Agreement.

1.14.4 Professional Liability Insurance: Professional Liability Insurance. Prior to the start of work, the Contractor will secure and maintain at its own expense Professional Liability Insurance in the amount of not less than \$1,000,000 per claim and in the aggregate. If coverage is Claims Made, the retroactive date shall be prior to or coincident with the date of this Agreement. The policy shall state that coverage is claims made, and state the retroactive date. Claims Made form coverage shall be maintained by the Contractor for a minimum of three (3) years following the termination of this Agreement, and the Contractor shall annually provide the County with proof of renewal.

1.14.5 Waiver of Subrogation Clause: The County shall not be liable to the Contractor or to any insurance company (by way of subrogation or otherwise) insuring the Contractor for any loss or damage to any person, building, structure, or tangible personal property of the other occurring as a result of activity under the Agreement, even though such loss or damage might have been occasioned by the

negligence of the County, its officials, officers, agents or employees, if such loss or damage is covered by insurance benefiting the Contractor suffering such loss or damage was required to be covered by insurance under terms of the Agreement. Contractor shall cause each insurance policy obtained by it to contain this waiver of subrogation clause.

- 1.15 **Documents on File:** Documents consistent with federal and state regulations, as applicable, shall be kept on file in the office of the Contractor and available for review.

All client files shall include:

- Client intake/evaluation, including the initial housing stability plan. The plan shall include goals and objectives as to how the goals will be met. All plans shall contain a time line in which the goals are expected to be met and if they have been achieved. Plans shall include, at a minimum, the signature of the client and agency staff which may also be submitted electronically.
- Written progress notes written that describe services provided and the staff's involvement in assisting the client in meeting the goals of their plan. Notes shall be entered for each client and include the purpose of the service, dates, duration of service, and the staff person's name. Notes shall be legible;
- Correspondence related to each client; and
- Verification and documentation of client's eligibility for residency, homelessness status, and income.
- Client Rights: The Contractor shall inform clients of their rights, what services and benefits may be expected from the program, and the program's expectations of them. If necessary, the participant's family, legal representative, or advocate is also informed.
- Grievance Policy: The Contractor shall implement and follow a grievance policy for clients that:
 - a. is approved by the County;
 - b. is explained to participants and, if necessary, to a family member, legal representative, or advocate;
 - c. provides a mediation process using someone who is unaffected by the outcome if conflicts remain unresolved; and
 - d. produces an outcome that shall be documented in the client file.

- 1.16 **Reporting:** The Contractor shall provide quarterly updates, in a format prescribed or approved by the County, to the County on or before the 20th of the month.

- 1.17 **Outcomes and Performance Goals:** Program outcomes will be monitored and tracked against the HMIS database reports. Performance goals for the Benton County Affordable Housing and Assistance funds are:

- a. to provide direct services to homeless individuals;
- b. to provide supportive services to eligible clients;
- c. to support County efforts in meeting the goals of the Benton and Franklin Counties Ten-Year Homeless Housing Plan; and
- d. to decrease homelessness.

- 1.18 **Order of Precedence:** In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:
1. Applicable federal, state, and local laws, regulations, rules and ordinances;

2. This Agreement, including all documents attached to or incorporated by reference.

- 1.19 **Participation in the Coordination Entry System:** The Contractor shall participate with Benton and Franklin Counties' Department of Human Services in the Coordinated Entry System. Accordingly, Contractor shall enter into a Partner Participation Agreement with the Department of Human Services as set forth by the Partner Participation Agreement (Exhibit B) and shall designate an individual within its organization to be part of the Benton and Franklin Counties Department of Human Services Partner Agency Committee (PAC). Contractor shall follow the Coordinated Entry System Guidelines set forth by (Exhibit C).

(This section left blank intentionally)

2. GENERAL TERMS AND CONDITIONS

- 2.1 Definitions: As used throughout this Agreement, the following terms shall have the meaning set forth below:
- 2.1.1 **“Authorized Representative”** shall mean the Director, Executive Director, and/or the designee authorized in writing to act on the Director’s behalf and/or Administrator of Department of Human Services.
 - 2.1.2 **“COMMERCE”** shall mean the Department of Commerce.
 - 2.1.3 **“Personal Information”** shall mean information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
 - 2.1.4 **“Contractor”** shall mean the entity identified on the face sheet performing service(s) under this Agreement, and shall include all employees and agents of the Contractor.
 - 2.1.5 **“State”** shall mean the State of Washington.
- 2.2 **Advance Payments Prohibited:** No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by County.
- 2.3 **Agreement:** This Agreement, including all documents attached to or incorporated by reference; contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties.
- 2.4 **All Writings Contained Herein:** This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
- 2.5 **Amendments and Modifications:** Except as provided otherwise herein, this Agreement may be amended only in writing by agreement of all parties hereto and their authorized representatives. The Contractor hereby acknowledges that this Agreement is subject to all Federal statutes, Federal regulations, RCWs, and WACs applicable to this Agreement. Any provision of the Agreement which conflicts with federal and state statutes or regulations is hereby amended to conform to the provisions of federal and state law and regulations. Such amendment of the Agreement will be effective on the effective date of the statutes or regulations necessitating it and will be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties. The Contractor agrees to accept, and execute any and all amendments offered by the County needed to effectuate the Federal statute, Federal regulation, RCW, and/or WAC.
- Any proposed change(s) in the Project must be submitted in writing to the County for approval prior to Contractor implementing any such change. Any such changes shall be considered a request to modify or amend this Agreement.
- 2.6 **Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the “ADA” 28 CFR Part 35:** The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

- 2.7 **Approval:** This Agreement shall be subject to the written approval of the County's Authorized Representative and shall not be binding until so approved. The Agreement may be altered amended, or waived only by a written amendment executed by both parties' authorized representatives.
- 2.8 **Assignment:** The Contractor shall not assign, transfer, or sell any interest in the Property to any party without the prior written consent of the County's authorized representative(s). Should the Contractor sell or transfer the Property without being given express written consent by the County, the Contractor shall be obligated to repay funds issued under this Agreement.
- 2.9 **Attorney Fees:** Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorney's fees and costs.
- 2.10 **Audit, Monitoring, Access, and Examination:** When requested by Contractor, the County shall provide technical assistance to the Contractor, to the extent practicable, regarding compliance with the statutory use of the funds paid hereunder throughout the term of this Agreement. The County may monitor Contractor's performance hereunder and compliance with the terms of this Agreement. Monitoring may include a visit to the Property or to the Contractor organization.

The Contractor shall cooperate with the County or its agent in the evaluation of Contractor's performance under this Agreement and make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW 42.56.

The Contractor shall provide right of access to its facilities, including those of any subcontractor, to the County, the state, and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the Contractor's performance hereunder. The County shall provide reasonable notice of any county monitoring or evaluation, unless the County has reason to believe that monitoring without notice is necessary. The County shall monitor the Contractor programmatically and financially on site within the sole discretion of the County. The Contractor shall make available to the County and/or the state auditor all records, books, or pertinent information that Contractor shall have kept pertaining to this Agreement and as required by this Agreement, Federal law, and/or Washington law. Contractor shall also furnish such progress reports, schedules, financial and costs reports, and other such program or fiscal data reasonably required to evaluate the performance of this Agreement.

The Contractor shall respond timely and accurately to requests from the County to provide information necessary to respond to inquiries from other entities having authority to make such requests.

The Contractor agrees to notify the County in advance of any state or other formal inspections, audits, accreditation, or program reviews and provide to the County copies of said review, including any final written plan of correction or other written response, within thirty (30) days of receipt.

- 2.11 **Confidentiality/Safeguard of Information:** The parties to this Agreement shall use Personal Information (demographics, personal health information, and income verification) and other information gained only for the purpose of the Agreement. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Agreement and shall not use, share, transfer, sell, or disclose any Confidential Information to any third party except with the prior written consent of the County or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale, or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide the County with its policies and procedures on confidentiality. The County may require changes to such

policies and procedures as they apply to this Agreement whenever the County reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the County. Upon request, the Contractor shall immediately return to the County any Confidential Information that the County reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

The Contractor shall notify the County within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

The Contractor understands that as public entities, the County is subject to the Public Records Act (RCW 42.56.020) which mandates the release of most public records held for any purpose. The Contractor understands that any written record (including electronically stored records) it submits to the County, including, but not limited to, descriptions of work, client files, billings, and correspondence, may be subject to the Public Records Act and if requested by a member of the public, will be disclosed by the County if mandated by the Public Records Act. Provided, however, that the County will not disclose any records that are protected by a statutory scheme (e.g., the Health Information Portability and Accountability Act) or case law. Accordingly, Contractor agrees that to the extent it feels that any of the written records it submits to the County are confidential, proprietary, or otherwise protected from disclosure under the Public Records Act, it will prominently designate the record(s) as such on their face. To the extent that the County receives a Public Records Act request for any written records which have been designated as confidential or proprietary, it will take all reasonable steps to contact Contractor as soon as possible and advise of the request so that Contractor can request a court order protecting the record(s). Contractor also hereby waives any and all rights to recover damages against the County for any records released pursuant to the Public Records Act.

- 2.12 **Copyright Provisions:** Unless otherwise provided, all Materials produced under this Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the County. The County shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to the County effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, and register, and the ability to transfer these rights.

For Materials that are delivered under the Agreement, but that incorporate pre-existing materials not produced under the Agreement, the Contractor hereby grants to the County a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the County has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the County.

The Contractor shall exert all reasonable effort to advise the County, at the time of delivery of Materials furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The Contractor shall provide the County with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Agreement. The County shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

- 2.13 **Debarment Certification:** The Contractor, by signature to this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency. The Contractor shall not employ any person or contract with any person or agency excluded from participation in federal health care programs or debarred or suspended per this Agreement.
- 2.14 **Disputes:** Disputes between the Contractor and the County, arising under and by virtue of this Agreement, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the Contractor shall be decided by the County's Authorized Representative or designee. All rulings, orders, instructions, and decisions of the County's Authorized Representative shall be final and conclusive, subject to Contractor's right to seek judicial relief.
- 2.15 **Duplicate Payment:** The Contractor certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other Grant, sub grant, or other source.
- 2.16 **Ethics/Conflicts of Interest:** In performing under this Agreement, the Contractor shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 RCW) and any other applicable state or federal law related to ethics or conflicts of interest.
- 2.17 **Governing Law and Venue:** This Agreement has been and shall be construed as having been made and delivered within the State of Washington and this Agreement shall be governed by laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in the courts of competent jurisdiction in Benton County, Washington.
- 2.18 **Headings and Captions:** The headings and captions used in this Agreement are for reference and convenience only, and in no way define, limit, or decide the scope or intent of any provisions or sections of this Agreement.
- 2.19 **Indemnification:** The Contractor shall hold harmless, indemnify and defend the County, its officers, officials, employees, and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the Contractor or its subcontractors or their property upon or in the proximity of the property of the County. Provided, that the Contractor's obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees, or agents.

In any and all claims against the County, its officers, officials, employees, and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefits acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing this Agreement, 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 Agreement the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this Section 2.19 shall survive termination and expiration of this Agreement.

The Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from actions, error, or omission, or breach of any common law, statutory, or other delegated duty by the Contractor, the Contractor's employees, agents, or subcontractors.

- 2.20 **Licensing, Accreditation and Registration:** The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Agreement.
- 2.21 **Limitation of Authority:** Only the County Commissioners shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement.
- 2.22 **Performance Goals:** The performance goals for the Benton County Affordable Housing and Assistance funds are:
- a. to provide direct services to homeless individuals;
 - b. to provide supportive services to eligible clients;
 - c. to support County efforts in meeting the goals of the Benton and Franklin Counties Ten-Year Homeless Housing Plan; and
 - d. to decrease homelessness.

2.23 **Proprietary Rights:** The County hereby retains a nonexclusive, royalty free, and irrevocable right to duplicate, use for their own purposes, disseminate, disclose, or authorize others to utilize any copyrighted or copyrightable work developed or purchased with Low-Income Housing funds.

2.24 **Recapture:** In the event that the Contractor fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of this Agreement, the County reserves the right to recapture funds in an amount to compensate the County for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by the County. In the alternative, the County may recapture such funds from payments due under this Agreement.

2.25 **Records Maintenance:** The Contractor shall maintain all books, records, documents, data, and other evidence relating to this Agreement and performance of the services described herein, including, but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Contractor shall retain such records for a period of six (6) years following the date of final payment.

If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

Project records shall include evidence of benefit to very low-income persons, description of the work, financial records (source and use of funds, authorization to expend funds, obligations, unobligated balance, assets, liabilities, outlays, and income), property acquisition, fair housing, equal opportunity, property disposition, etc. The public shall be granted reasonable access to all "public records" pursuant to RCW 42.56.

Contractor shall prepare a report once the agreed upon work has been completed. The report shall include a summary of the work completed and the cost associated to said work.

The Contractor shall additionally: Report to the County, within five (5) business days of request by the County, its policies and procedures for screening and admissions of qualified residents.

- 2.26 **Right of Inspection:** At no additional cost all records relating to the Contractor's performance under this Agreement shall be subject at all reasonable times to unannounced site inspections by the County as necessary to review, monitor, and evaluate performance, compliance, and quality assurance under this Agreement. The Contractor shall provide access to its facilities for this purpose.
- 2.27 **Severability:** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Agreement and to this end the provisions of this Agreement are declared to be severable.
- 2.28 **Survival:** The terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Agreement shall so survive.
- 2.29 **Suspension/Reduction of Services:** The Contractor shall provide the County with prompt notification of any discontinuance or suspension of or significant reduction in the provision of housing to low income persons at the Property.
- 2.30 **Termination for Cause/Suspension:** In the event the County determines that the Contractor failed to comply with any term or condition of this Agreement, the County may terminate the Agreement in whole or in part upon written notice to the Contractor. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, upon written notice the County may allow the Contractor a specific period of time in which to correct the non-compliance. During the corrective-action time period, the County may suspend further payment to the Contractor in whole or in part, or may restrict the Contractor's right to perform duties under this Agreement. Failure by the Contractor to take timely corrective action shall allow the County to terminate the Agreement upon written notice to the Contractor.

"Termination for Cause" shall be deemed a "Termination for Convenience" when the County determines that the Contractor did not fail to comply with the terms of the Agreement or when the County determines the failure was not caused by the Contractor's actions or negligence.

If the Agreement is terminated for cause, the Contractor shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement Agreement, as well as all costs associated with entering into the replacement Agreement (i.e., competitive bidding, mailing, advertising, and staff time).

The County may terminate the Agreement for default without written notice and without opportunity for correction if the County reasonably believes that the Contractor has violated, or is alleged to have violated, as determined by the County, any law, regulation, rule, or ordinance applicable to this Agreement.

- 2.31 **Termination for Convenience:** Except as otherwise provided in this Agreement the County may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part. If this Agreement is so terminated, the County shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.
- 2.32 **Termination Procedures:** After receipt of a notice of termination, except as otherwise directed by the County, the Contractor shall:
- Stop work under the Agreement on the date, and to the extent specified, in the notice;

- Place no further orders or sub grants for materials, services, or facilities related to the Agreement;
- Assign all of the rights, title, and interest of the Contractor under the orders and sub grants so terminated, in which case the County has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub grants. Any attempt by the Contractor to settle such claims must have the prior written approval of the County's authorized representatives; and
- Preserve and transfer any materials, Agreement deliverables, and/or the County's property in the Contractor's possession as directed by the County.

Upon termination of the Agreement, the County shall pay the Contractor for any service provided by the Contractor under the Agreement prior to the date of termination. The County may withhold any amount due as County reasonably determines is necessary to protect the County against potential loss or liability resulting from the termination. The County shall pay any withheld amount to the Contractor if the County later determines that loss or liability will not occur.

The rights and remedies of the County under this section are in addition to any other rights and remedies provided under this Agreement or otherwise provided under law.

2.33 **WAIVERS:** No employee of the County or the Contractor has the power, right, or authority to waive any of the terms, conditions, and/or covenants of this Agreement.

The waiver of any breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the Agreement.

The failure of the County or the Contractor to enforce any of the terms or covenants of this Agreement or the failure to require performance under the Agreement shall not be construed as a waiver nor in any way affect the validity of the Agreement or the right of the County or the Contractor to enforce each and every term of the Agreement.

**Exhibit A
Budget**

Elijah Family Homes
Project Title: Project Fix-It

EXPENSES	
<i>Description:</i>	<i>Cost:</i>
Replace roof (707 Thayer)	\$4,230.00
Add storm doors to front and rear exterior doors (1429/1431 Goethals)	\$1,000.00
TOTAL	\$5,230.00

BENTON AND FRANKLIN COUNTIES

DEPARTMENT OF HUMAN SERVICES

Partner Participation Agreement

The overall goal of the coordinated entry system (CES) provided by Benton and Franklin Counties Department of Human Services (BFDHS) is to partner with community agencies in their efforts to decrease homelessness and reduce the time households spend in homelessness. In order for CES to be successful and improve the experience of households in crisis seeking assistance, both CES and participating agencies will commit to common performance expectations, to be carried out to the best of their availability.

As a CES partner, you can expect the following service commitments from BFDHS CES:

- ❖ Households referred by your agency to CES will be treated with unconditional regard for their situation and scheduled for a screening within 3 business days of your referral.
- ❖ Households will be referred by CES to the necessary housing and support services in a fair and equitable manner, without regard to the individual's race, national origin, ethnicity or gender.
- ❖ All households will be pre-qualified based on your agency's specific criteria prior to receiving a referral to your agency. Criminal background checks will not be performed by CES. CES will contact your agency directly prior to referral, to ensure that there are no unforeseen reasons to expect the referral will be declined.
- ❖ CES will maintain a community-wide Housing Interest Pool (HIP) for households seeking housing program assistance.
- ❖ CES will provide households seeking assistance direct services including; navigator preliminary assessment of program qualifications and barriers, data entry into HMIS, emergency shelter/motel vouchers, homeless prevention and rapid re-housing to qualified households.
- ❖ Provide an ongoing committee forum to enable your agency to provide feedback regarding CES performance, conflicts, as well as continually shape the CES vision and scope of services provided.

As a CES partner, your agency makes the following service commitments to the CES:

- ❖ Provide CES the list of qualification criteria for each of its programs.
- ❖ Refer all households requesting homeless housing assistance to CES.
- ❖ Identify a point of contact(s) for CES to direct any referrals.
- ❖ Maintain the integrity of the Housing Interest Pool list by not admitting households directly for service, except in extenuating circumstances and in such situation, your agency agrees to contact CES by the next business day to notify them of the housing placement.
- ❖ Accept and confirm qualified referrals from CES and provide explanation for referral refusals.
- ❖ Update HMIS on a daily basis to show program availability.
- ❖ Work with BFDHS HMIS coordinator to resolve and improve data quality.
- ❖ Report on community needs, trends and resources that may impact CES.
- ❖ Attend CES housing provider/PAC meetings on a regular basis.

On behalf of _____, _____, am committed to supporting the success of CES and its mission and will be an active agency partner with Benton and Franklin Counties Department of Human Services Coordinated Entry System.

Agency Representative and Date

Benton and Franklin Counties Department of
Human Services Representative

BENTON AND FRANKLIN COUNTIES

DEPARTMENT OF HUMAN SERVICES

Coordinated Entry System (CES) Guidelines

A. Foundational Principles

- Belief in housing first concept
- Belief of Progressive Engagement and the idea of doing the least for each household rather than the most
- Belief that people are resourceful and can make it without us
- Belief in the consumer as the lead in the process (strength-based approach)
- A willingness to use a system-perspective
- Functions primarily as a centralized intake/triage approach for housing assessment and referral
- A willingness to use front door (no side or back doors)
- Identify and utilize information and strengths of each agency
- Establish role and utilization of HMIS
- Provide community education
- Be data driven
- Know best practice models and consider the best local adaptation

What CES does:

- Assess callers for immediacy of need and place into appropriate program and or service
- Assess callers risks of homelessness
- All callers screened for diversion
- Assess for level of need
- Answers to assessment questions dictate how to proceed with screenings
- All programs that have unique eligibility requirements will be used to verify eligibility and appropriateness
- Provides services on a first come first serve basis allows for a specific number of households to be screened daily.
- Provides additional assessment/case management based on needs with an Intake Specialist.

CES goals:

- Reduce the time homeless
- Quick access to comprehensive information
- Household receives a successful referral
- Household has a clear understanding on the next step
- Decrease duplication of agency work to qualify household

- Decrease duplication of services to the same household
- Provide improved access to services

B. Prescreening: The Intake Specialist responds to the household on the phone or in person with a prescreening to determine:

- Presenting issues
- Special Populations: DV and Youth
- Housing Status: at risk, homeless or shelter assistance
- Income eligibility
- Record Ineligibles
- Provide Information

C. Assessment

Homeless: Households are considered homeless if they are unsheltered or are living in a temporary housing situation, as described below:

1. A household who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - A household with a primary nighttime residence that is not designed for, or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; or
 - A household living in a temporary living arrangement, including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or government programs.

2. One or more household members who are exiting a system of care and have no available housing options after exiting:
 - Psychiatric hospital or other psychiatric facility,
 - Substance abuse treatment facility or detox center,
 - Hospital (non-psychiatric),
 - Jail, prison, or juvenile detention facility, or
 - Foster care home or foster care group home.

The definition of homelessness also includes those in a Domestic Violence Shelter, fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions, or in an emergency housing situation which is from no cause of their own.

At Risk of Becoming Homeless: Households are considered at risk of homelessness if they will imminently lose their primary nighttime residence within 14 days of the date of application for assistance, including people facing eviction for non-payment of rent. Rent assistance to prevent homelessness must be targeted to those households at highest risk of becoming homeless.

For households who are determined to be homeless or at risk of homelessness, the intake specialist continues with a full assessment. The assessment incorporates the HMIS Universal Data Elements

Step One:

The assessment determines:

- Household Information
- Income/Housing Information
- Household Characteristics
- Housing Status

If household is in need of emergency shelter only, the Intake Case Manager will move on to complete the shelter assistance eligibility worksheet.

- Determine if household qualifies for emergency motel voucher
- Process motel voucher
- Enter information into HMIS

Step Two:

Will determine one of the following:

1. If Household is at risk:
 - Prevention Eligibility Determination Worksheet
 - Obtain additional paperwork
 - Process rental assistance voucher
 - Enter information into HMIS

2. If Household is homeless:
 - Determine barriers
 - Determine what level of engagement is necessary
 - Process rental assistance voucher
 - Collect additional paperwork necessary to make a housing program referral
 - Enter household into Housing Interest Pool (HIP)
 - Upload information into HMIS
 - Make housing program referral

Applicants are seen on a first come / first served basis. Should there be multiple applicants for a single program opening, clients will then be prioritized for service. For example: (1) unsheltered literally homeless and then (2) sheltered literally homeless.

D. Direct Services Provided within CES

Emergency Motel/Shelter Vouchers: Motel/Shelter vouchers will be issued only as a "last resort" for households that cannot stay at the Union Gospel Mission (UGM) and have no other resources available to them.

- Household will be determined eligible after the Shelter Assistance Eligibility Worksheet is completed by the Intake Case Manager

- Households refused admission to UGM for the following reasons will not be considered eligible:
 - Negative behavior or not adhering to rules while at the UGM
 - Leaving the UGM voluntarily

- Having a pet which is not considered **medically** necessary. Households with pets must have a document signed by a recognized medical professional (i.e.: doctor or psychiatrist)
- Adult only households will be issued shelter/motel vouchers only during inclement/adverse weather conditions (below 40 degrees/over 95 degrees) except when a health condition prevents them from staying at the UGM which must be documented by a doctor or psychiatrist (i.e. wheel chair, oxygen equipment, mental illness)
- Motel/Shelter vouchers are limited to one week except under special circumstances
- Motel/Shelter vouchers will be issued to motels selected by CES staff

Homeless Prevention: Homeless prevention assistance applies to households facing eviction from their current residence and will be provided based on the Eligibility Criteria and a completed Rating Tool:

- Households at or below 30% AMI
- Household must show an eviction notice that will result in their being homeless within 14 days of screening.
- Only households whom have proof of a crisis which caused the eviction
- Only households whom do not have any other resources to resolve the crisis
- Only households who have a reasonable sustainable resolution and can show proof of such
- Households must score at least 20 points on the rating tool to receive assistance (or override authorization)
- Assistance is limited to the amount to prevent the eviction but cannot exceed 30 days of FMR for the appropriate unit size
- Households not eligible for homeless prevention services through CES will be assessed for other housing programs

Rapid Re-Housing: Rapid re-housing assistance applies to households that are currently homeless, or living in a shelter or motel and in need of first month rent and/or deposit.

- Households at or below 30% AMI
- Household will need to show proof of homelessness by submitting a letter from a shelter, receipt from motel (paid for by a charitable or non-profit organization) or other means determined by CES staff
- Households living with family or friends may be eligible for assistance if their stay is jeopardizing the host family's housing (i.e. host family has received an eviction notice due to overcrowding, the host family is on Section 8 housing)
- Households will complete a full intake assessment to determine barriers and service need
- Households needing more than one month rent or deposit assistance will be screened and referred to additional programs if found eligible. If no program availability, households will be entered into the HIP
- Direct service provided by CES will consist of no more than 30 days of FMR

- Households will need to obtain housing which is suitable for the household size (based on occupancy guidelines) and budget
- Households receiving assistance by CES must have a reasonable sustainable plan to maintain housing on an ongoing basis and show proof of such without further assistance.

Occupancy Standards for Benton and Franklin Counties:

Household Size*	Unit Size Allowable
1 -2 persons	Studio
1-4 persons	One bedroom
5- 6 persons	Two bedroom
7-8 persons	Three bedroom
9 persons or more	Four bedroom/Plus

*Override with Administrator approval ONLY

Community Resources: CES will provide community resources and referrals including the “Red Book” which is a comprehensive guide to services in Benton and Franklin Counties.

E. Referral Process: Clients whom are determined eligible will receive an assessment based on individual need. Referrals to agency partners will be made based on program eligibility. Partner agencies routinely notify CES staff of new openings as they become available. The process will include the following:

- Determine which program is most suitable and has current opening
 - Contact the agency to schedule an appointment for the referred household
 - Within seven (7) business days after the scheduled appointment, the agency will notify CES whether the client was accepted into the program or why the household was turned away
 - Client data and HMIS number will be shared with the referral agency
- If an agency sends a client to CES for prescreening and assessment and would like the client referred back to their program, the agency must submit this request in writing. If their program is the most suitable for the client, CES will make every effort to honor the request.

F. Partner Participation Agreement: Agency partner agreements will be required for all agencies receiving funds through Benton and Franklin Counties Department of Human Services and any other community agency wanting to participate in the coordinated entry system. Agreements will include the following:

- Partnership agencies must make a good faith effort to serve clients who are referred by CES
- Partnership agencies will notify CES within seven (7) business days after the scheduled appointment if the client has been accepted into the program, or if a referral is turned away and provide an explanation
- Partnership agencies will be represented in PAC (Partner Agency Committee)
- Partnership agencies will send walk-in or phone inquiries to CES for a prescreening
- Partnership agencies will update HMIS within 72 hours of entry and exit of program participants so that “real time” data and bed count availability is accurate.

G. HMIS data collection and entry: Accurate and timely HMIS data is essential to the success of the CES. Each household receiving an assessment will be entered into HMIS using the universal data collection requirements by CES. If a household is already part of the HMIS then their information will be updated by CES.

- All information will be scanned into each household's HMIS profile.
- When a referral is made to a partner agency the HMIS household identifier will be provided so that the partner agency can have access to household data.
- When the partner agency accepts the household into their program then they need to update the HMIS showing program enrollment and services received.
- Audits of HMIS data entered by partner agencies are performed regularly.

H. Housing Interest Pool (HIP): If the referred program(s) is full, all households whom receive a full assessment and determined eligible for assistance will be entered into the HIP.

I. System Evaluation: System evaluations will be performed annually and the methods will include HMIS data, Department of Commerce Dashboard reports, and PAC feedback. The following are areas which CES will evaluate:

- Are more people being prevented or diverted from entering homelessness?
- Are people moving through the homeless assistance more quickly?
- Are more people exiting the system for permanent housing?
- Are lengths of stay in homelessness decreasing?
- Are there fewer repeat entries into homelessness?
- What is the percent of successful referrals to partner agencies?
- What is the percent of household who complete an assessment within 72 hours of first contact with CES?

J. Partner Agency Committee (PAC): Benton and Franklin Department of Human Services will hold PAC quarterly to discuss and evaluate CES. This gives an opportunity to provide feedback, resolve issues and conflicts and suggest improvement for the program. Each partner agency will be represented as part of the committee. Partnerships will be developed with housing providers, service providers, mental health agencies and shelters.

K. Changes to Guidelines: Benton and Franklin Counties Department of Human Services may issue revised or new Guidelines at any time. Revised copies will be sent as they are published.

L. Contact Information:

Tammie Smith
Housing Program Specialist
Email: tammie.smith@co.benton.wa.us
Phone: (509) 783-5284

AGENDA ITEM: Consent	TYPE OF ACTION	
MEETING DATE: F/C 07-27-16 B/C 08-09-16	NEEDED	CONSENT AGENDA <u>xx</u>
SUBJECT: Public Works Contract with Apollo Heating & Air	Executive Contract <u>xx</u>	PUBLIC HEARING
Prepared By: Maria Loera	Pass Resolution <u>xx</u>	1ST DISCUSSION
Reviewed By: Darryl Banks	Pass Ordinance	2ND DISCUSSION
	Pass Motion	OTHER
	Other	

BACKGROUND INFORMATION

The Benton-Franklin Counties Juvenile Justice Center solicited proposals to provide heating, ventilation, and air conditioning (HVAC) system maintenance for the Benton-Franklin Counties Juvenile Justice Center for the term October 1, 2016 through September 30, 2018.

SUMMARY

The following proposals were solicited from contractors for HVAC maintenance and repair, if necessary from the small work roster:

- Apollo Heating & Air, Kennewick, WA - \$14,040.00 per year for quarterly maintenance and \$85.00 per hour for HVAC Services and \$90.00 per hour for HVAC Controls (plus 10% discount on replacement parts) plus W.S.S.T, as needed.
- Campbell & Company - Not compliant with Alerton Envision for IBEX systems.
- Coffey Refrigeration - Did not respond
- BF Power Vac - Did not respond
- Bruce Inc. Heating and Air-Conditioning- Did not respond

The Administrative Services Manager determined that Apollo Heating & Air, Kennewick, WA - Contractors License No. APOLLSM187MK was the only responsive bidder per 43.19.1911 as the proposal required the Contractor to have at least three (3) maintenance contracts with facilities that have the Alerton Envision for IBEX systems.

COORDINATION

This Contract was coordinated by Bob Sandusky, Service Manager for Apollo Heating & Air; Darryl Banks, Administrator for the Benton-Franklin Counties Juvenile Justice Center; Jennifer Bowe, Administrative Services Manager; and Stephen Hallstrom, Deputy Prosecuting Attorney for Benton County. The Contract was prepared by Maria Loera, Senior Administrative Secretary for the Benton-Franklin Counties Juvenile Justice Center.

RECOMMENDATION

The Juvenile Administrative Services Manager reviewed the proposals and recommends Apollo Heating & Air as they were the only responsive bidder.

FISCAL IMPACT

Amount not to exceed \$75,000.00 plus W.S.S.T. to be paid out of Current

Expense Dept. 172 Facilities Budget. 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, on behalf of their respective county, the Public Works Contract with Apollo Heating & Air and Benton-Franklin Counties Juvenile Justice Center.

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 AWARDING THE PUBLIC WORKS CONTRACT FOR HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) SYSTEM MAINTENANCE TO APOLLO HEATING & AIR, A DIVISION OF APOLLO SHEET METAL INC.

WHEREAS, per resolution 2012-677, for public works contracts with an estimated value of forty thousand dollars up to three hundred thousand dollars, the County shall follow both the advertisement and competitive bidding process set forth in RCW 36.32.250 or shall follow the small public works roster process authorized by RCW 39.04.155; and

WHEREAS, the following proposals were solicited from contractors for HVAC maintenance and repair, if necessary from the small work roster:

- Apollo Heating & Air, Kennewick, WA - \$14,040.00 per year for quarterly maintenance and \$85.00 per hour for HVAC Services and \$90.00 per hour for HVAC Controls (plus 10% discount on replacement parts) plus W.S.S.T, as needed.
- Campbell & Company – Not compliant with Alerton Envision for IBEX systems.
- Coffey Refrigeration – Did not respond
- BF Power Vac. – Did not respond
- Bruce Inc. Heating and Air-Conditioning – Did not respond

WHEREAS, the Administrative Services Manager determined that Apollo Heating & Air, Kennewick, WA – Contractors License No. APOLLSM187MK was the only responsive bidder per 43.19.1911 as the proposal required the Contractor to have at least three (3) maintenance contracts with facilities that have the Alerton Envision for IBEX systems; and

WHEREAS, the Administrative Services Manager reviewed the proposals and recommends awarding the Public Works Contract to Apollo Heating & Air, **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 the Boards concur with the Juvenile Administrative Services Manager recommendation and hereby award Apollo Heating & Air the Public Works Contract for HVAC system maintenance, and repair if necessary, of the Benton-Franklin Counties Juvenile Justice Center for a total contract amount not to exceed \$75,000.00 plus W.S.S.T; and

BE IT FURTHER RESOLVED the Board of Benton County Commissioners and the Board of Franklin County Commissioners hereby award the Public Works Contract to Apollo Heating & Air, a division of Apollo Sheet Metal Inc; and

BE IT FURTHER RESOLVED the term of the attached contract shall commence October 1, 2016 and shall expire on September 30, 2018.

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

**PUBLIC WORKS CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and FRANKLIN COUNTY, a political subdivision with its principal offices at 1016 North Fourth 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 Apollo Sheet Metal Inc., with its principal offices at 1119 W. Columbia Drive, Kennewick, WA 99336 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

- a. Exhibit A- Scope of Work/Compensation for Preventative Maintenance
- b. Exhibit B-hourly compensation for repairs, if necessary
- c. Exhibit C - Washington State Prevailing Wage Rates for Public Works Contracts

2. DURATION OF CONTRACT

The term of this Contract shall begin October 1, 2016 and shall expire on September 30, 2018. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR agrees to provide building HVAC maintenance services and repairs, as necessary for the Benton-Franklin Counties Juvenile Justice Center location in accordance with the CONTRACTORS 2014 price list proposal attached hereto as Exhibit A and Exhibit B. In the event that the requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTIES of that fact and shall coordinate with COUNTIES to complete the work in conjunction with the other contractor. In the event that the requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and

arranging for inspection and certification of the work. CONTRACTOR may bill COUNTIES for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur. Thereafter, upon completion of services, Contractor shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTIES representative or his designee prior to Contractor leaving the work site.

The COUNTIES does not guarantee utilization of this contract. The COUNTIES may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the COUNTIES.

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.

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

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

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:
Bob Sandusky
Service Manager
PO Box 7287
Kennewick, WA 99336
Phone: 509-586-1104
Email: bsandusky@apollosm.com

b. For COUNTIES:
Darryl Banks
5606 W. Canal Place, Suite 106
Kennewick, WA 99336
Phone: 509-222-2316
Fax: 509-736-2728
Email: Darryl.Banks@co.benton.wa.us

5. COMPENSATION

The CONTRACTOR shall be paid in accordance with the price rates provided in Exhibit A and Exhibit B attached hereto and incorporated herein. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.

The total amount payable by the COUNTIES to the CONTRACTOR under this Contract is not to exceed seventy fifty thousand dollars (\$75,000.00) plus W.S.S.T. CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the total approved payable amount, and that total billings will not exceed the total approved payable amount. CONTRACTOR shall inform COUNTIES promptly in writing when the cumulative accounts receivables attributable to COUNTIES pursuant to the services portion of this Contract reaches 80% of the total approved payable amount so that approval and budgeting for additional payable amounts may be obtained if appropriate. Any dollar amount above the maximum payable amount will only be approved with an amendment to this Contract. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages in a form approved and certified by the Washington State Department of Labor and Industries directly to COUNTIES' 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 in compliance with prevailing wage requirements, pre-certified by the Department of Labor and Industries, directly to COUNTIES contract representative. Such affidavit shall be in a form approved by the Washington State Department of Labor and Industries. No final payment will be made until such affidavit is provided.

6. INVOICING

The CONTRACTOR may submit invoices to the COUNTIES for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, the date of

service and shall also reference the work order provided to COUNTIES as required in Section 3 "Services Provided" above. At such time as the first invoice is submitted, or any time thereto, CONTRACTOR, as well as all sub-contractors and sub-sub-contractors which are employed by the CONTRACTOR for the work contemplated by this Contract, shall submit a Statement of Intent to Pay Prevailing Wages in the form and manner required by RCW 39.12.040 to COUNTIES representative. The CONTRACTOR shall not be paid for services rendered under this Contract until a Statement of Intent to Pay Prevailing Wages has been executed and submitted as required above by all required parties and the services have been performed to the COUNTIES satisfaction. COUNTIES shall only be liable to pay for invoiced amounts that are detailed and supported as described in this Section. The COUNTIES shall authorize payment when the work billed is accepted by the COUNTIES; and will remit payment, less any retainage or other legally withheld funds, for the accepted work within thirty (30) days after receiving the invoice. PROVIDED that for each invoiced and approved progress payment, COUNTY shall withhold from the earned portion of that payment (i.e. excluding sales or other tax) 5% as retainage pursuant to RCW 60.28.011, subject to all further provisions of the remainder of RCW chapter 60.28. Within ten (10) days following the execution of this Contract, CONTRACTOR shall submit written notice stating its election of the method of holding of the moneys retained, pursuant to RCW 60.28.011(4). If such written election is not received, then the COUNTY may choose any of the allowed manners of holding the moneys allowed by RCW 60.28.011(4) (a)-(c).

7. AMENDMENTS AND CHANGES IN WORK

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

8. 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, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the 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. In the event of the concurrent negligence of the CONTRACTOR, its subcontractors, employees or agents, and the Counties, its employees or agents, this indemnification obligation of the CONTRACTOR shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR, its subcontractors, employees and 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 [8] shall survive termination and expiration of this Contract.**

- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTIES to enter into this Contract, are reflected in the CONTRACTOR'S compensation, and have been mutually negotiated by the parties.

9. INSURANCE

The CONTRACTOR shall obtain and maintain continuously, the following insurance:

- a. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the 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 [8]. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

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

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

- c. **Automobile Liability:** The CONTRACTOR shall maintain,

during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any auto (Symbol 1), or if the Contractor has no owned autos, hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars (\$1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims 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. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section [9(a)], shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to CONTRACTOR under this 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 Counties 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, other than Professional Liability, 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 [9] 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: 5606 W. Canal Place, Suite 106, Kennewick, WA 99336

10. PERFORMANCE BOND

The CONTRACTOR shall furnish Benton and Franklin Counties with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton and Franklin Counties, in an amount equal to 100% of the contract sum as security for the performance by the contractor of this Contract and payment of all the persons performing labor and supplying materials pursuant to this Contract. Proof of the performance bond, must be received by COUNTIES within ten (10) days following the execution of this Contract in order for the CONTRACTOR to be considered for "as needed" projects.

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. 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.

14. 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 Counties, Washington.

15. 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.

16. 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 actual costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 6, Invoicing. Nothing in this section shall limit the rights of the COUNTIES pursuant to this Contract or by law.
- b. The CONTRACTOR may terminate this Contract in whole or in part whenever the CONTRACTOR determines, in its sole discretion that such termination is in the best interests of the CONTRACTOR. The CONTRACTOR may terminate this Contract upon giving thirty (30) days written notice by certified mail to the COUNTIES. In that event, the COUNTIES shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 6, Invoicing. Nothing in this section shall limit the rights of the COUNTIES pursuant to this Contract or by law.

17. COMPLIANCE WITH LAWS AND PREVAILING WAGES

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

18. NONDISCRIMINATION

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

19. DISPUTES

Disputes over the CONTRACTOR'S performance shall be promptly addressed in writing by the aggrieved party in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the 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. Venue for any such judicial proceeding shall be in Benton Counties, Washington.

20. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

The CONTRACTOR shall perform the services under this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm

without the prior written consent of the COUNTIES.

21. ENTIRE AGREEMENT

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

22. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4 above. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be effective three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

23. SEVERABILITY

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

24. LITIGATION HOLD NOTICE

In the event the COUNTIES learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR regarding the work performed under this Contract may be of evidentiary value, the 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 any regularly scheduled purge schedule.

25. 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. 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.

26. SURVIVABILITY

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

27. CONFIDENTIALITY

The CONTRACTOR, 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.

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

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

Apollo Sheet Metal	Benton Franklin Counties Juvenile Justice Center
<i>Bob Sandusky</i> <i>7/13/16</i>	<i>Darryl Banks</i> <i>7-6-16</i>
Bob Sandusky Service Manager	Darryl Banks Juvenile Court Administrator
BENTON COUNTY APPROVAL	FRANKLIN COUNTY APPROVAL
Approved as to Form: <i>Stephen Hallstrom</i> <i>06/23/16</i>	Approved as to Form: _____
Stephen Hallstrom, Deputy Prosecuting Attorney Date	Ryan Verhulp, Civil Deputy Prosecuting Attorney Date
By: _____ Name: _____ Title: <u>Chairman, Board of Commissioners</u> Date: _____	By: _____ Name: _____ Title: <u>Chairman, Board of Commissioners</u> Date: _____
Attest: _____	Attest: _____
Clerk of the Board: _____	Clerk of the Board: _____



1119 W. Columbia Drive ■ P.O. Box 7287 ■ Kennewick WA 99336 ■ Phone 509-588-1104
Fax 509-582-8516 ■ Email info@apollosm.com ■ Web www.apolloheatingandair.com

A Division of Apollo Sheet Metal Inc.

WA Reg. No. APOLLSM187MK OR CCB No. 56241
June 1, 2016

Preventative Maintenance For:

Benton -Franklin Juvenile Justice | At Location:

**Benton -Franklin Juvenile Justice Center
5606 W. Canal
Kennewick, WA 99336**

Apollo Sheet Metal, Inc. is committed to supplying our customers with the highest quality in preventative maintenance and services. The company and its leadership believe in listening to our customers' needs and building strong lasting relationships. The scope of these services has been determined as a result of our discussions concerning your specific HVAC system support needs. Our support solution includes the services as outlined below:

GENERAL SUPPORT PROGRAM FEATURES

(Included with all Support Programs)

- **Discount on Parts and Labor:** As a support contract customer you will receive an additional 10% discount on parts that need to be replaced or repaired and a 10% discount on the labor (if necessary) to install them.
- **Account Manager:** A designated factory trained and licensed Account Manager will be responsible for your total service satisfaction. Your Account Manager will provide the designated services, monitor equipment performance, track equipment service history, and consult with you to meet your objectives.
- **Documentation:** All scheduled and unscheduled service visits will be documented by a work order form detailing the service performed, materials used and hours spent.
- **System and Service Log:** APOLLO SHEET METAL, INC. will provide you with a log to enable you to document concerns, system problems, and other related items requiring our attention. Each scheduled service visit shall begin with a review of the log.
- **Dedicated Service Team:** Our Highly Skilled Service Team is knowledgeable in all facets of the HVAC industry. We can quickly diagnose system problems, thus saving hours of labor that would be required by someone less familiar with your system.
- **Priority Response Time:** As a support program customer, you will be given priority for "emergency" calls. Should an emergency arise, we will give you top priority over non-support program customers as well as the discounted support program service rates. Guaranteed response times are identified under the "Specific Technical support Inclusion" section of this proposal if applicable to your account.
- **Multi-Year Program:** By purchasing a continuous 1-5 year support program, you "lock-in" on current year pricing to realize additional savings.



HVAC SYSTEMS MAINTENANCE

All maintenance procedures are performed in accordance with the manufacturers specifications. The following maintenance verifications will reduce breakdown, improve operational efficiency and increase the life expectancy of the equipment. Problem areas will be indentified and brought to the owners attention to be addressed accordingly.

• **Annual Fall Heating Verification:** Verification of your heating systems operation is an effective way to maximize equipment performance and efficiency. The technician on arrival will do a touch , feel and listen to look for the following issues: Unusual noises, vibration, leaks and corrosion and panels that are not secured properly. During this verification, all filters will be inspected and replaced (supplied by owner) , belts will be inspected if applicable, and the heating operation will be thoroughly tested and adjusted for optimum performance. Additional checks include inspection and lubrication of all motors bearings and bushings, inspection and cleaning of evaporator and condenser coils, fans and blower wheels, inspection and tightening of all electrical connections, contactors and wiring, adjustment of refrigerant levels on heat pumps, and combustion efficiency testing on gas heat units.

Annual Heating Verification Hours: 40.0 Hours

• **Annual Spring Cooling Verification:** Verification of your cooling systems operation is an effective way to maximize equipment performance and efficiency. The technician on arrival will do a touch , feel and listen to look for the following issues: Unusual noises, vibration, leaks and corrosion and panels that are not secured properly. During this verification, all filters will be inspected and replaced (supplie d by owner), belts will be changed if applicable, and the cooling operation will be thoroughly tested and adjusted for optimum performance. Additional checks include inspection and lubrication of all motors bearings and bushings, inspection and cleaning of evaporator and condenser coils, fan blades and blower wheels, inspection and tightening of all electrical connections, contactors and wiring, adjustment of refrigerant levels.

Annual Cooling Verification Hours: 40.0 Hours

• **Mid Winter Inspection:** The technician on arrival will do a touch , feel and listen to look for the following issues: Unusual noises, vibration, leaks and corrosion and panels that are not secured properly. During our Mid-Winter inspection, all air filters will be inspected and replaced (supplie d by owner), belts will be adjusted and proper heating operation will be verified.

Mid Winter Inspection Hours: 40.0 Hours

• **Mid-Summer Inspection:** The technician on arrival will do a touch , feel and listen to look for the following issues: Unusual noises, vibration, leaks and corrosion and panels that are not secured properly. During our Mid-Summer inspection, all air filters will be inspected and replaced (supplie d by owner), the belts will be adjusted and proper cooling operation will be verified.

Mid Summer Inspection Hours: 40.0 Hours

ENVIRONMENTAL CONTROL SYSTEM MAINTENANCE

- **Annual HVAC Controls Testing and Verification:** Verification of your HVAC controls is an effective way to maximize building comfort and efficiency. We will verify overall system operation via the system software and physical verification. In addition heat/cool set points and occupancy schedules will be reviewed and adjusted if necessary.

Annual HVAC Controls Testing and Verification:

8.0 Hours

- **Critical On-line Support:** A service specialist will be made available to aid in analyzing problems and recommending possible solutions via direct line modem to your system. Modem and dedicated phone line is assumed to be provided by the owner. This service often eliminates the need for an on-site visit, which saves you money. This feature is offered during a customer specific time frame.

On-Line Support Hours Allowance:

0.0 Hours

- **Priority On-Site Support:** We will provide consultation as requested to assist your operator(s) in identifying, verifying and resolving problems found in executing the tasks for which they have received training from Apollo Sheet Metal. As a support program customer, you will be given priority for "non-scheduled" calls. Should such an emergency arise, we will give you top priority over non-support program customer.

On-Site Support Hours Allowance:

0.0 Hours

- **Training:** Continued training is recommended to refresh your current knowledge as well as provide valuable information on the new system features that may become available in future revisions of your system. The hours shown reflect requirements that were determined during our meetings and conversations regarding your current personnel proficiencies and staffing. During each site visit, we encourage your staff to participate and ask questions. We have found this to be one of the most effective ways to increasing system knowledge. Topics covered will be tailored to the trainees' knowledge, experience level, and areas of interest. Training classes shall be scheduled and completed quarterly utilizing total hours as follows:

Annual Training Hours Allowance:

0.0 Hours

SUPPORT PROGRAM PRICING SUMMARY:

Support Program Features	Hours	Normal Cost	Support Program Sell Price
HVAC Maintenance			
Fall Heating Verification	40.0	\$3,800	\$3,320
Spring Cooling Verification	40.0	\$3,800	\$3,320
Mid-Winter Inspection	40.0	\$3,800	\$3,320
Mid- Summer Inspection	40.0	\$3,800	\$3,320
Materials: Filters & Belts	N/A	\$0	\$0
Cleaning Material	N/A	\$0	\$0
HVAC SUBTOTALS:		\$15,200	\$13,280
Environmental Controls			
Controls Testing & Verification	8.0	\$840	\$760
Critical On-Line Support			
Priority On-Site Support			
Training			
CONTROLS SUBTOTAL		\$840	\$760
TOTALS		\$16,040	\$14,040

Support Program Sell Price - Year 1: \$14,040 + Tax

Please contact me if you should have any questions or require further clarification on our Support Program solution. We thank you for this opportunity to serve you better.

Respectfully,

Bob Sandusky

Bob Sandusky
 Service Manager
 Apollo Sheet Metal
 (509) 586-1104



By and Between

Apollo Sheet Metal
1119 W. Columbia Drive
Kennewick, WA 99336

Benton -Franklin Juvenile Justice Center
5606 W. Canal
Kennewick, WA 99336

Benton -Franklin Juvenile Justice Center
5606 W. Canal
Kennewick, WA 99336

Services shall be provided at the following Location:

Apollo Sheet Metal shall provide the services as outlined in this Support Service program document dated :

June 1, 2016

Duration:

This agreement shall remain in effect for an original term of 1-5 years beginning at the preset dates stated below and for the annual amount also stated below. Sixty (60) days prior to current contract expiration date, representative of:

Benton -Franklin Juvenile Justice Center

and Apollo Sheet Metal shall reevaluated the facility needs and modify the support program services as required.

Termination:

Either party may terminate this agreement with sixty (60) day written notice with current reconciliation of costs.

Charges:

For services outlined herein, ***Benton -Franklin Juvenile Justice Center*** agrees to pay Apollo Sheet Metal the following amount payable upon presentation of invoice:

		<i>Five Year Option</i>				
<input type="checkbox"/> Yes	<input type="checkbox"/> No	1st Year	6/1/2016	THRU	6/1/2017	\$14,040
<input type="checkbox"/> Yes	<input type="checkbox"/> No	2nd Year	6/1/2017	THRU	6/1/2018	\$14,040
<input type="checkbox"/> Yes	<input type="checkbox"/> No	3rd Year	6/1/2018	THRU	6/1/2019	\$14,040
<input type="checkbox"/> Yes	<input type="checkbox"/> No	4th Year	6/1/2019	THRU	6/1/2020	\$14,040
<input type="checkbox"/> Yes	<input type="checkbox"/> No	5th Year	6/1/2020	THRU	6/1/2021	\$14,040

Prices quoted in this proposal do not include sales tax and are firm for 45 days from date of proposal. Please sign and either mail or fax this signed proposal back to Apollo Heating and Air.

Proposal Accepted by:

Print or Type

Signature Date

Title

Proposal Submitted By:

Bob Sandusky

June 1, 2016

Bob Sandusky
Service Manager (509) 727-3198
bsandusky@apollosm.com
Apollo Heating & Air
Kennewick, WA





Heating &
Air Conditioning

WA Reg. No. APOLL8M187MK OR CCB No. 58241

1119 West Columbia Drive, Kennewick, WA 99336
TEL (509) 586-1104 ■ FAX (509) 582-8516

May 16, 2016

Jim Stedman, Facilities Manager
Benton-Franklin Counties Juvenile Justice Center
5606 W. Canal Place, Suite 106
Kennewick, WA 99336

Attention: Jim Stedman / Toni Lehman

Dear Jim & Toni,

The following table is for the Repair Services offered by Apollo for the 10/1/2016 through 9/30/2018. Please let me know if you have any questions regarding this.

Classification	Hourly Rate
HVAC Controls	\$90.00
HVAC Service	\$85.00
Overtime Rates	1.5 X Hourly
Sunday / Holiday Rates	2.0 X Hourly

Sincerely,

Bob Sandusky

Service Manager

Apollo Heating & Air

586-1104 ext 1260

727-3198 Cell

An Equal Opportunity Employer

Exhibit C

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

Washington State Prevailing Wage

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

Journey Level Prevailing Wage Rates for the Effective Date: 06/13/2016

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
Benton	Asbestos Abatement Workers	Journey Level	\$36.01	5D	1H	
Benton	Boilermakers	Journey Level	\$64.29	5N	1C	
Benton	Brick Mason	Journey Level	\$44.94	5A	1M	
Benton	Building Service Employees	Janitor	\$9.47		1	
Benton	Building Service Employees	Shampooer	\$11.14		1	
Benton	Building Service Employees	Waxer	\$9.47		1	
Benton	Building Service Employees	Window Cleaner	\$9.47		1	
Benton	Building Service Employees	Window Cleaner	\$15.51		1	
Benton	Cabinet Makers (In Shop)	Journey Level	\$15.51		1	
Benton	Carpenters	Carpenters	\$40.76	5A	1B	8N
Benton	Cement Masons	Journey Level	\$39.60	7B	1N	
Benton	Divers & Tenders	Diver	\$86.59	5A	1B	8A
Benton	Divers & Tenders	Diver on Standby	\$49.87	5A	1B	
Benton	Divers & Tenders	Diver Tender	\$48.17	5A	1B	
Benton	Divers & Tenders	Diving Master	\$58.71	5A	1B	
Benton	Divers & Tenders	Surface RCV & ROV Operator	\$48.17	5A	1B	
Benton	Divers & Tenders	Surface RCV & ROV Operator	\$48.17	5A	1B	
Benton	Divers & Tenders	Tender				
Benton	Dredge Workers	Assistant Engineer	\$56.44	5D	3F	
Benton	Dredge Workers	Assistant Mate (Deckhand)	\$56.00	5D	3F	
Benton	Dredge Workers	Boatmen	\$56.44	5D	3F	
Benton	Dredge Workers	Engineer Welder	\$57.51	5D	3F	
Benton	Dredge Workers	Leverman, Hydraulic	\$58.67	5D	3F	
Benton	Dredge Workers	Mates	\$56.44	5D	3F	
Benton	Dredge Workers	Oiler	\$56.00	5D	3F	
Benton	Dredge Workers	Oiler	\$40.76	5A	1B	8N
Benton	Drywall Applicator	Journey Level	\$36.10	7E	1P	
Benton	Drywall Tapers	Journey Level	\$34.23		1	
Benton	Electrical Fixture Maintenance Workers	Journey Level	\$34.23		1	
Benton	Electricians - Inside	Cable Splicer	\$59.51	5A	1E	
Benton	Electricians - Inside	Journey Level	\$57.50	5A	1E	

Benton	Electricians - Inside	Welder	\$61.50	<u>5A</u>	<u>1E</u>	
Benton	Electricians - Motor Shop	Craftsman	\$15.37		<u>1</u>	
Benton	Electricians - Motor Shop	Journey Level	\$14.69		<u>1</u>	
Benton	Electricians - Powerline Construction	Cable Splicer	\$74.92	<u>5A</u>	<u>4D</u>	
Benton	Electricians - Powerline Construction	Certified Line Welder	\$65.71	<u>5A</u>	<u>4D</u>	
Benton	Electricians - Powerline Construction	Groundperson	\$44.12	<u>5A</u>	<u>4D</u>	
Benton	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$65.71	<u>5A</u>	<u>4D</u>	
Benton	Electricians - Powerline Construction	Journey Level Lineperson	\$65.71	<u>5A</u>	<u>4D</u>	
Benton	Electricians - Powerline Construction	Line Equipment Operator	\$55.34	<u>5A</u>	<u>4D</u>	
Benton	Electricians - Powerline Construction	Pole Sprayer	\$65.71	<u>5A</u>	<u>4D</u>	
Benton	Electricians - Powerline Construction	Powderperson	\$49.16	<u>5A</u>	<u>4D</u>	
Benton	Electronic Technicians	Journey Level	\$11.00		<u>1</u>	
Benton	Elevator Constructors	Mechanic	\$85.45	<u>7D</u>	<u>4A</u>	
Benton	Elevator Constructors	Mechanic In Charge	\$92.35	<u>7D</u>	<u>4A</u>	
Benton	Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	\$9.96		<u>1</u>	
Benton	Fence Erectors	Fence Erector	\$29.15		<u>1</u>	
Benton	Flaggers	Journey Level	\$33.91	<u>7B</u>	<u>1M</u>	
Benton	Glaziers	Journey Level	\$24.39	<u>7E</u>	<u>1K</u>	
Benton	Heat & Frost Insulators And Asbestos Workers	Journey Level	\$52.89	<u>5K</u>	<u>1U</u>	
Benton	Heating Equipment Mechanics	Journey Level	\$54.56	<u>5A</u>	<u>1X</u>	
Benton	Hod Carriers & Mason Tenders	Journey Level	\$37.54	<u>7B</u>	<u>1M</u>	
Benton	Industrial Power Vacuum Cleaner	Journey Level	\$9.47		<u>1</u>	
Benton	Inland Boatmen	Journey Level	\$9.47		<u>1</u>	
Benton	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$9.73		<u>1</u>	
Benton	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$11.48		<u>1</u>	
Benton	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$12.78		<u>1</u>	
Benton	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$9.47		<u>1</u>	
Benton	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$10.53		<u>1</u>	
Benton	Insulation Applicators	Journey Level	\$40.76	<u>5A</u>	<u>1B</u>	<u>8N</u>

			\$56.20	7N	10
Benton	Ironworkers	Journeyman	\$36.55	7B	1M
Benton	Laborers	Air And Hydraulic Track Drill	\$36.55	7B	1M
Benton	Laborers	Asphalt Raker	\$36.28	7B	1M
Benton	Laborers	Asphalt Roller, Walking	\$36.01	7B	1M
Benton	Laborers	Brick Pavers	\$36.01	7B	1M
Benton	Laborers	Brush Hog Feeder	\$36.55	7B	1M
Benton	Laborers	Brush Machine	\$36.55	7B	1M
Benton	Laborers	Caisson Worker, Free Air	\$36.01	7B	1M
Benton	Laborers	Carpenter Tender	\$36.28	7B	1M
Benton	Laborers	Cement Finisher Tender	\$36.01	7B	1M
Benton	Laborers	Cement Handler	\$36.55	7B	1M
Benton	Laborers	Chain Saw Operator & Faller	\$36.01	7B	1M
Benton	Laborers	Clean-up Laborer	\$36.28	7B	1M
Benton	Laborers	Compaction Equipment	\$36.01	7B	1M
Benton	Laborers	Concrete Crewman	\$36.28	7B	1M
Benton	Laborers	Concrete Saw, Walking	\$36.01	7B	1M
Benton	Laborers	Concrete Signalman	\$36.55	7B	1M
Benton	Laborers	Concrete Stack	\$36.01	7B	1M
Benton	Laborers	Confined Space Attendant	\$36.01	7B	1M
Benton	Laborers	Crusher Feeder	\$36.01	7B	1M
Benton	Laborers	Demolition	\$36.28	7B	1M
Benton	Laborers	Demolition Torch	\$36.28	7B	1M
Benton	Laborers	Dope Pot Fireman, Non-mechanical	\$36.28	7B	1M
Benton	Laborers	Driller Helper (when Required To Move & Position Machine)	\$36.83	7B	1M
Benton	Laborers	Drills With Dual Masts	\$36.01	7B	1M
Benton	Laborers	Dry Stack Walls	\$36.01	7B	1M
Benton	Laborers	Dumpman	\$36.01	7B	1M
Benton	Laborers	Erosion Control Laborer	\$33.91	7B	1M
Benton	Laborers	Final Detail Cleanup (i.e., Dusting, Vacuuming, Window Cleaning; Not Construction Debris Cleanup)	\$36.01	7B	1M
Benton	Laborers	Firewatch	\$36.01	7B	1M
Benton	Laborers	Form Cleaning Machine Feeder, Stacker	\$36.28	7B	1M
Benton	Laborers	Form Setter, Paving	\$36.01	7B	1M
Benton	Laborers	General Laborer	\$38.54	7B	1M
Benton	Laborers	Grade Checker	\$36.01	7B	1M
Benton	Laborers	Grout Machine Header Tender	\$36.01	7B	1M
Benton	Laborers	Guard Rail	\$36.55	7B	1M
Benton	Laborers	Gunite	\$36.83	7B	1M
Benton	Laborers	Hazardous Waste Worker (level A)	\$36.55	7B	1M
Benton	Laborers	Hazardous Waste Worker (level B)			

Benton	Laborers	Hazardous Waste Worker (level C)	\$36.28	<u>7B</u>	<u>1M</u>
Benton	Laborers	Hazardous Waste Worker (level D)	\$36.01	<u>7B</u>	<u>1M</u>
Benton	Laborers	Hdpe Or Similar Liner Installer	\$36.01	<u>7B</u>	<u>1M</u>
Benton	Laborers	High Scaler	\$36.55	<u>7B</u>	<u>1M</u>
Benton	Laborers	Jackhammer Operator Miner, Class "b"	\$36.28	<u>7B</u>	<u>1M</u>
Benton	Laborers	Laser Beam Operator	\$36.55	<u>7B</u>	<u>1M</u>
Benton	Laborers	Miner, Class "a"	\$36.01	<u>7B</u>	<u>1M</u>
Benton	Laborers	Miner, Class "c"	\$36.55	<u>7B</u>	<u>1M</u>
Benton	Laborers	Miner, Class "d"	\$36.83	<u>7B</u>	<u>1M</u>
Benton	Laborers	Monitor Operator, Air Track Or Similar Mounting	\$36.55	<u>7B</u>	<u>1M</u>
Benton	Laborers	Mortar Mixer	\$36.55	<u>7B</u>	<u>1M</u>
Benton	Laborers	Nipper	\$36.01	<u>7B</u>	<u>1M</u>
Benton	Laborers	Nozzleman	\$36.55	<u>7B</u>	<u>1M</u>
Benton	Laborers	Nozzleman, Water (to include Fire Hose), Air Or Steam	\$36.28	<u>7B</u>	<u>1M</u>
Benton	Laborers	Pavement Breaker, 90 Lbs. & Over	\$36.55	<u>7B</u>	<u>1M</u>
Benton	Laborers	Pavement Breaker, Under 90 Lbs.	\$36.28	<u>7B</u>	<u>1M</u>
Benton	Laborers	Pipelayer	\$36.55	<u>7B</u>	<u>1M</u>
Benton	Laborers	Pipelayer, Corrugated Metal Culvert And Multi-plate	\$36.28	<u>7B</u>	<u>1M</u>
Benton	Laborers	Pipewrapper	\$36.55	<u>7B</u>	<u>1M</u>
Benton	Laborers	Plasterer Tenders	\$36.55	<u>7B</u>	<u>1M</u>
Benton	Laborers	Pot Tender	\$36.28	<u>7B</u>	<u>1M</u>
Benton	Laborers	Powderman	\$38.20	<u>7B</u>	<u>1M</u>
Benton	Laborers	Powderman Helper	\$36.28	<u>7B</u>	<u>1M</u>
Benton	Laborers	Power Buggy Operator	\$36.28	<u>7B</u>	<u>1M</u>
Benton	Laborers	Power Tool Operator, Gas, Electric, Pneumatic	\$36.28	<u>7B</u>	<u>1M</u>
Benton	Laborers	Railroad Equipment, Power Driven, Except Dual Mobile	\$36.28	<u>7B</u>	<u>1M</u>
Benton	Laborers	Railroad Power Spiker Or Puller, Dual Mobile	\$36.28	<u>7B</u>	<u>1M</u>
Benton	Laborers	Remote Equipment Operator	\$36.83	<u>7B</u>	<u>1M</u>
Benton	Laborers	Remote Equipment Operator (i.e. Compaction And Demolition)	\$36.28	<u>7B</u>	<u>1M</u>
Benton	Laborers	Rigger/signal Person	\$36.28	<u>7B</u>	<u>1M</u>
Benton	Laborers	Riprap Person	\$36.01	<u>7B</u>	<u>1M</u>
Benton	Laborers	Rodder & Spreader	\$36.28	<u>7B</u>	<u>1M</u>
Benton	Laborers	Sandblast Tailhoseman	\$36.01	<u>7B</u>	<u>1M</u>
Benton	Laborers	Scaffold Erector, Wood Or Steel	\$36.01	<u>7B</u>	<u>1M</u>

Benton	Laborers	Stake Jumper	\$36.01	7B	1M	
Benton	Laborers	Structural Mover	\$36.01	7B	1M	
Benton	Laborers	Tailhoseman (water Nozzle)	\$36.01	7B	1M	
Benton	Laborers	Timber Bucker & Faller (by Hand)	\$36.01	7B	1M	
Benton	Laborers	Track Laborer (rr)	\$36.01	7B	1M	
Benton	Laborers	Traffic Control Laborer	\$33.91	7B	1M	8T
Benton	Laborers	Traffic Control Supervisor	\$34.91	7B	1M	8S
Benton	Laborers	Trencher, Shawnee	\$36.28	7B	1M	
Benton	Laborers	Trenchless Technology Technician	\$36.55	7B	1M	
Benton	Laborers	Truck Loader	\$36.01	7B	1M	
Benton	Laborers	Tugger Operator	\$36.28	7B	1M	
Benton	Laborers	Vibrators, All	\$36.55	7B	1M	
Benton	Laborers	Wagon Drills	\$36.28	7B	1M	
Benton	Laborers	Water Pipe Liner	\$36.28	7B	1M	
Benton	Laborers	Welder, Electric, Manual Or Automatic (hdpe Or Similar Pipe And Liner)	\$36.83	7B	1M	
Benton	Laborers	Well-point Person	\$36.01	7B	1M	
Benton	Laborers	Wheelbarrow, Power Driven	\$36.28	7B	1M	
Benton	Laborers - Underground Sewer & Water	General Laborer & Topman	\$36.01	7B	1M	
Benton	Laborers - Underground Sewer & Water	Pipe Layer	\$36.55	7B	1M	
Benton	Landscape Construction	Irrigation Or Lawn Sprinkler Installers	\$10.13		1	
Benton	Landscape Construction	Landscape Equipment Operators Or Truck Drivers	\$20.17		1	
Benton	Landscape Construction	Landscaping Or Planting Laborers	\$13.56		1	
Benton	Lathers	JOURNEY LEVEL	\$12.41		1	
Benton	Marble Setters	Journey Level	\$44.94	5A	1M	
Benton	Metal Fabrication (In Shop)	Machine Operator	\$10.53		1	
Benton	Metal Fabrication (In Shop)	Painter	\$9.76		1	
Benton	Metal Fabrication (In Shop)	Welder	\$16.70		1	
Benton	Millwright	Journey Level	\$29.22		1	
Benton	Modular Buildings	Journey Level	\$9.47		1	
Benton	Painters	Journey Level	\$30.72	6Z	1W	
Benton	Pile Driver	Journey Level	\$41.80	5A	1B	8N
Benton	Plasterers	Journey Level	\$39.28	7K	1N	
Benton	Playground & Park Equipment Installers	Journey Level	\$9.47		1	
Benton	Plumbers & Pipefitters	Journey Level	\$78.33	6Z	1Q	
Benton	Power Equipment Operators	A-frame Truck (2 Or More Drums)	\$40.64	7B	1M	8D
Benton	Power Equipment Operators	A-frame Truck (single Drum)	\$40.03	7B	1M	8D
Benton	Power Equipment Operators	Asphalt Plant Operator	\$41.24	7B	1M	8D

Benton	Power Equipment Operators	Assistant Plant Operator, Fireman Or Pugmiser (asphalt)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Assistant Refrigeration Plant & Chiller Operator (over 1000 Ton)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Assistant Refrigeration Plant (under 1000 Ton)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Automatic Subgrader (ditches & Trimmers)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Backfillers (cleveland & Similar)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Backhoe & Hoe Ram (under 3/4 Yd.)	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Backhoe (45,000 Gw & Under)	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Backhoe (45,000 Gw To 110,000 Gw)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Backhoe (over 110,000 Gw)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Backhoes & Hoe Ram (3 Yds & Over)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Backhoes & Hoe Ram (3/4 Yd. To 3 Yd.)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Bagley Or Stationary Scraper	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Batch & Wet Mix Operator (multiple Units, 2 & Incl. 4)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Batch Plant & Wet Mix Operator, Single Unit (concrete)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Batch Plant (over 4 Units)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Belt Finishing Machine	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Belt Loader (kocal Or Similar)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Belt-crete Conveyors With Power Pack Or Similar	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Bending Machine	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Bit Grinders	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Blade (finish & Bluetop), Automatic, Cmi, Abc, Finish Athey & Huber & Similar When Used As Automatic	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Blade Operator (motor Patrol & Attachments)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Blower Operator (cement)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Boat Operator	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Bob Cat (skid Steer)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Bolt Threading Machine	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Boom Cats (side)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Boring Machine (earth)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Boring Machine (Rock Under 8 inch Bit - Quarry Master, Joy Or Similar)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators		\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>

		Bump Cutter (wayne, Saginaw Or Similar)				
Benton	Power Equipment Operators	Cableway Controller (dispatcher)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Cableway Operators	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Canal Lining Machine (concrete)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Carrydeck & Boom Truck (under 25 Tons)	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Cement Hog	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Chipper (without Crane) Cleaning & Doping Machine (pipeline)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Clamshell, Dragline	\$42.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Compactor (self-propelled With Blade)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Compressor (2000 Cfm Or Over, 2 Or More, Gas Diesel Or Electric Power)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Compressors (under 2000 Cfm, Gas, Diesel Or Electric Power)	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Concrete Cleaning / Decontamination Machine Operator	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Concrete Pump Boon Truck	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Concrete Pumps (squeeze-crete, Flow-crete, Whitman & Similar)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Concrete Saw (multiple Cut)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Concrete Slip Form Paver	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Conveyor Aggregate Delivery Systems (c.a.d.)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Crane Oiler- Driver (cdl Required) & Cable Tender, Mucking Machine	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Cranes (25 Tons & Under), All Attachments Incl. Clamshell, Dragline	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Cranes (25 Tons To And Including 45 Tons), All Attachments Incl. Clamshell, Dragline	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Cranes (45 Tons To 85 Tons), All Attachments Incl. Clamshell And Dragline	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Cranes (85 Tons & Over) And All Climbing, Overhead, Rail & Tower. All Attachments Incl.	\$42.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Crusher Feeder	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Crusher, Grizzle & Screening Plant Operator	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>

Benton	Power Equipment Operators	Curb Extruder (asphalt Or Concrete)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Deck Engineer	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Deck Hand	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Derricks & Stifflegs (65 Tons & Over)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Derricks & Stifflegs (under 65 Tons)	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Distributor Leverman	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Ditch Witch Or Similar	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Dope Pots (power Agitated	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Dozer / Tractor (up To D-6 Or Equivalent) And Traxcavator	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Dozer / Tractors (d-6 & Equivalent & Over)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Dozer, 834 R/t & Similar	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Drill Doctor	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Driller Licensed	\$42.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Drillers Helper	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Drilling Equipment (8 inch Bit & Over - Robbins, Reverse Circulation & Similar)	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Drills (churn, Core, Calyx Or Diamond)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Elevating Belt (holland Type)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Elevating Belt-type Loader (euclid, Barber Green & Similar)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Elevating Grader-type Loader (dumor, Adams Or Similar)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Elevator Hoisting Materials	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Equipment Serviceman, Greaser & Oiler	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Fireman & Heater Tender	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Fork Lift Or Lumber Stacker, Hydra-life & Similar	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Generator Plant Engineers (diesel Or Electric)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Gin Trucks (pipeline)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Grade Checker	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Gunite Combination Mixer & Compressor	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	H.d. Mechanic	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	H.d. Welder	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Heavy Equipment Robotics Operator	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Helicopter Pilot	\$42.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Helper, Mechanic Or Welder, H.D	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>

Benton	Power Equipment Operators	Hoe Ram	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Hoist (2 Or More Drums Or Tower Hoist)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Hoist, Single Drum	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Hydraulic Platform Trailers (goldhofer, Shaurerly And Similar)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Hydro-seeder, Mulcher, Nozzleman	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Lime Batch Tank Operator (recycle Train)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Lime Brain Operator (recycle Train)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Loader (360 Degrees Revolving Koehring Scooper Or Similar)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Loader Operator (front-end & Overhead, 4 Yds. Incl. 8 Yds.)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Loaders (bucket Elevators And Conveyors)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Loaders (overhead & Front-end, Over 8 Yds. To 10 Yds.)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Loaders (overhead & Front-end, Under 4 Yds.. R/t)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Loaders (overhead And Front-end, 10 Yds. & Over)	\$42.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Locomotive Engineer	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Longitudinal Float	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Master Environmental Maintenance Technician	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Mixer (portable - Concrete)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Mixermobile	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Mobile Crusher Operator (recycle Train)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Mucking Machine	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Multiple Dozer Units With Single Blade	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Pavement Breaker, Hydra-hammer & Similar	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Paving (dual Drum)	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Paving Machine (asphalt And Concrete)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Piledriving Engineers	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Plant Oiler	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Posthole Auger Or Punch	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Power Broom	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Pump (grout Or Jet)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Pumpman	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Quad-track Or Similar Equipment	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>

Benton	Power Equipment Operators	Railroad Ballast Regulation Operator (self-propelled)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Railroad Power Tamper Operator (self-propelled)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Railroad Tamper Jack Operator (self-propelled)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Railroad Track Liner Operator (self-propelled)	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Refrigeration Plant Engineer (1000 Tons & Over)	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Refrigeration Plant Engineer (under 1000 Ton)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Rollerman (finishing Asphalt Pavement)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Rollers, All Types On Subgrade, Including Seal And Chip Coating (farm Type, Case, John Deere And Similar, or Compacting Vibrator), Except When Pulled B	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Roto Mill (pavement Grinder)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Rotomill Groundsman	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Rubber-tired Scrapers (multiple Engine With Three Or More Scrapers)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Rubber-tired Skidders (r/t With Or Without Attachments)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Scrapers, All, Rubber-tired	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Screed Operator	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Shovels (3 Yds. & Over)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Shovels (under 3 Yds.)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Signalman (whirleys, Highline, Hammerheads Or Similar)	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Soil Stabilizer (p & H Or Similar)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Spray Curing Machine (concrete)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Spreader Box (self-propelled)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Spreader Machine	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Steam Cleaner	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Straddle Buggy (ross & Similar On Construction Job Only)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Surface Heater & Planer Machine	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Tractor (farm Type R/t With Attachments, Except Backhoe)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Traverse Finish Machine	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Trenching Machines (7 Ft. Depth & Over)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>

Benton	Power Equipment Operators	Trenching Machines (under 7 Ft. Depth Capacity)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Tug Boat Operator	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Tugger Operator	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Turnhead (with Re-screening)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Turnhead Operator	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Ultra High Pressure Waterjet Cutting Tool System Operator, (30,000 Psi)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Vactor Guzzler, Super Sucker	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Vacuum Blasting Machine Operator	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Vacuum Drill (reverse Circulation Drill Under 8" Bit)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Welding Machine	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Whirleys & Hammerheads, All	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	A-frame Truck (2 Or More Drums)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	A-frame Truck (single Drum)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Asphalt Plant Operator	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Assistant Plant Operator, Fireman Or Pugmixer (asphalt)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Assistant Refrigeration Plant & Chiller Operator (over 1000 Ton)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Assistant Refrigeration Plant (under 1000 Ton)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Automatic Subgrader (ditches & Trimmers)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Backfillers (cleveland & Similar)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Backhoe & Hoe Ram (under 3/4 Yd.)	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Backhoe (45,000 Gw & Under)	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Backhoe (45,000 Gw To 110,000 Gw)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Backhoe (over 110,000 Gw)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Backhoes & Hoe Ram (3 Yds & Over)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Backhoes & Hoe Ram (3/4 Yd. To 3 Yd.)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Bagley Or Stationary Scraper	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Batch & Wet Mix Operator (multiple Units, 2 & Incl. 4)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton			\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>

	Power Equipment Operators- Underground Sewer & Water	Batch Plant & Wet Mix Operator, Single Unit (concrete)				
Benton	Power Equipment Operators- Underground Sewer & Water	Batch Plant (over 4 Units)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Belt Finishing Machine	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Belt Loader (kocal Or Similar)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Belt-crete Conveyors With Power Pack Or Similar	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Bending Machine	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Bit Grinders	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Blade (finish & Bluetop), Automatic, Cmi, Abc, Finish Athey & Huber & Similar When Used As Automatic	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Blade Operator (motor Patrol & Attachments)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Blower Operator (cement)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Boat Operator	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Bob Cat (skid Steer)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Bolt Threading Machine	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Boom Cats (side)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Boring Machine (earth)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Boring Machine (Rock Under 8 inch Bit - Quarry Master, Joy Or Similar)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Bump Cutter (wayne, Saginaw Or Similar)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Cableway Controller (dispatcher)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Cableway Operators	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Canal Lining Machine (concrete)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Carrydeck & Boom Truck (under 25 Tons)	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Cement Hog	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Chipper (without Crane) Cleaning & Doping Machine (pipeline)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton		Clamshell, Dragline	\$42.61	<u>7B</u>	<u>1M</u>	<u>8D</u>

	Power Equipment Operators- Underground Sewer & Water					
Benton	Power Equipment Operators- Underground Sewer & Water	Compactor (self-propelled With Blade)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Compressor (2000 Cfm Or Over, 2 Or More, Gas Diesel Or Electric Power)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Compressors (under 2000 Cfm, Gas, Diesel Or Electric Power)	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Concrete Cleaning / Decontamination Machine Operator	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Concrete Pump Boon Truck	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Concrete Pumps (squeeze- crete, Flow-crete, Whitman & Similar)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Concrete Saw (multiple Cut)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Concrete Slip Form Paver	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Conveyor Aggregate Delivery Systems (c.a.d.)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Crane Oiler- Driver (cdl Required) & Cable Tender, Mucking Machine	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Cranes (25 Tons & Under), All Attachments Incl. Clamshell, Dragline	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Cranes (25 Tons To And Including 45 Tons), All Attachments Incl. Clamshell, Dragline	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Cranes (45 Tons To 85 Tons), All Attachments Incl. Clamshell And Dragline	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Cranes (85 Tons & Over) And All Climbing, Overhead, Rail & Tower. All Attachments Incl.	\$42.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Crusher Feeder	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Crusher, Grizzle & Screening Plant Operator	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Curb Extruder (asphalt Or Concrete)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Deck Engineer	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Deck Hand	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Derricks & Stifflegs (65 Tons & Over)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton			\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>

	Power Equipment Operators-Underground Sewer & Water	Derricks & Stifflegs (under 65 Tons)				
Benton	Power Equipment Operators-Underground Sewer & Water	Distributor Leverman	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Ditch Witch Or Similar	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Dope Pots (power Agitated)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Dozer / Tractor (up To D-6 Or Equivalent) And Traxcavator	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Dozer / Tractors (d-6 & Equivalent & Over)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Dozer, 834 R/t & Similar	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Drill Doctor	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Driller Licensed	\$42.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Drillers Helper	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Drilling Equipment (8 inch Bit & Over - Robbins, Reverse Circulation & Similar)	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Drills (churn, Core, Calyx Or Diamond)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Elevating Belt (holland Type)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Elevating Belt-type Loader (euclid, Barber Green & Similar)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Elevating Grader-type Loader (dumor, Adams Or Similar)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Elevator Hoisting Materials	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Equipment Serviceman, Greaser & Oiler	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Fireman & Heater Tender	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Fork Lift Or Lumber Stacker, Hydra-life & Similar	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Generator Plant Engineers (diesel Or Electric)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Gin Trucks (pipeline)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Grade Checker	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Gunite Combination Mixer & Compressor	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	H.d. Mechanic	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton		H.d. Welder	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>

	Power Equipment Operators-Underground Sewer & Water					
Benton	Power Equipment Operators-Underground Sewer & Water	Heavy Equipment Robotics Operator	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Helicopter Pilot	\$42.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Helper, Mechanic Or Welder, H.D	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Hoe Ram	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Hoist (2 Or More Drums Or Tower Hoist)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Hoist, Single Drum	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Hydraulic Platform Trailers (goldhofer, Shaurerly And Similar)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Hydro-seeder, Mulcher, Nozzleman	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Lime Batch Tank Operator (recycle Train)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Lime Brain Operator (recycle Train)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Loader (360 Degrees Revolving Koehring Scooper Or Similar)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Loader Operator (front-end & Overhead, 4 Yds. Incl. 8 Yds.)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Loaders (bucket Elevators And Conveyors)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Loaders (overhead & Front-end, Over 8 Yds. To 10 Yds.)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Loaders (overhead & Front-end, Under 4 Yds.. R/t)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Loaders (overhead And Front-end, 10 Yds. & Over)	\$42.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Locomotive Engineer	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Longitudinal Float	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Master Environmental Maintenance Technician	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Mixer (portable - Concrete)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Mixermobile	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Mobile Crusher Operator (recycle Train)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Mucking Machine	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Multiple Dozer Units With Single Blade	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>

Benton	Power Equipment Operators-Underground Sewer & Water	Pavement Breaker, Hydra-hammer & Similar	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Paving (dual Drum)	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Paving Machine (asphalt And Concrete)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Piledriving Engineers	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Plant Oiler	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Posthole Auger Or Punch	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Power Broom	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Pump (grout Or Jet)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Pumpman	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Quad-track Or Similar Equipment	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Railroad Ballast Regulation Operator (self-propelled)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Railroad Power Tamper Operator (self-propelled)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Railroad Tamper Jack Operator (self-propelled)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Railroad Track Liner Operator (self-propelled)	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Refrigeration Plant Engineer (1000 Tons & Over)	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Refrigeration Plant Engineer (under 1000 Ton)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Rollerman (finishing Asphalt Pavement)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Rollers, All Types On Subgrade, Including Seal And Chip Coating (farm Type, Case, John Deere And Similar, or Compacting Vibrator), Except When Pulled B	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Roto Mill (pavement Grinder)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Rotomill Groundsman	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Rubber-tired Scrapers (multiple Engine With Three Or More Scrapers)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Rubber-tired Skidders (r/t With Or Without Attachments)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Scrapers, All, Rubber-tired	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>

Benton	Power Equipment Operators-Underground Sewer & Water	Screed Operator	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Shovels (3 Yds. & Over)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Shovels (under 3 Yds.)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Signalman (whirleys, Highline, Hammerheads Or Similar)	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Soil Stabilizer (p & H Or Similar)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Spray Curing Machine (concrete)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Spreader Box (self-propelled)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Spreader Machine	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Steam Cleaner	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Straddle Buggy (ross & Similar On Construction Job Only)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Surface Heater & Planer Machine	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Tractor (farm Type R/t With Attachments, Except Backhoe)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Traverse Finish Machine	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Trenching Machines (7 Ft. Depth & Over)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Trenching Machines (under 7 Ft. Depth Capacity)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Tug Boat Operator	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Tugger Operator	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Turnhead (with Re-screening)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Turnhead Operator	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Ultra High Pressure Waterjet Cutting Tool System Operator, (30,000 Psi)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Vactor Guzzler, Super Sucker	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Vacuum Blasting Machine Operator	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Vacuum Drill (reverse Circulation Drill Under 8" Bit)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Welding Machine	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Whirleys & Hammerheads, All	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>

Benton	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$45.75	5A	4A
Benton	Power Line Clearance Tree Trimmers	Spray Person	\$43.38	5A	4A
Benton	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$45.75	5A	4A
Benton	Power Line Clearance Tree Trimmers	Tree Trimmer	\$40.84	5A	4A
Benton	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$30.74	5A	4A
Benton	Refrigeration & Air Conditioning Mechanics	Journey Level	\$31.16		1
Benton	Residential Brick Mason	Journey Level	\$44.94	5A	1M
Benton	Residential Carpenters	Journey Level	\$20.00		1
Benton	Residential Cement Masons	Journey Level	\$39.60	7B	1N
Benton	Residential Drywall Applicators	Journey Level	\$18.16		1
Benton	Residential Drywall Tapers	Journey Level	\$17.00		1
Benton	Residential Electricians	Journey Level	\$29.14	5A	1E
Benton	Residential Glaziers	Journey Level	\$13.25		1
Benton	Residential Insulation Applicators	Journey Level	\$15.87		1
Benton	Residential Laborers	Journey Level	\$20.00		1
Benton	Residential Marble Setters	Journey Level	\$44.94	5A	1M
Benton	Residential Painters	Journey Level	\$17.47		1
Benton	Residential Plumbers & Pipefitters	Journey Level	\$25.05		1
Benton	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$9.47		1
Benton	Residential Sheet Metal Workers	Journey Level (Field or Shop)	\$40.05	5A	1X
Benton	Residential Soft Floor Layers	Journey Level	\$23.11	5A	1N
Benton	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$9.47		1
Benton	Residential Stone Masons	Journey Level	\$44.94	5A	1M
Benton	Residential Terrazzo Workers	Journey Level	\$9.47		1
Benton	Residential Terrazzo/Tile Finishers	Journey Level	\$9.47		1
Benton	Residential Tile Setters	Journey Level	\$9.47		1
Benton	Roofers	Journey Level	\$20.85		1
Benton	Sheet Metal Workers	Journey Level (Field or Shop)	\$54.56	5A	1X
Benton	Sign Makers & Installers (Electrical)	Journey Level	\$14.65		1
Benton	Sign Makers & Installers (Non-Electrical)	Journey Level	\$14.65		1
Benton	Soft Floor Layers	Journey Level	\$42.14	7E	4F
Benton	Solar Controls For Windows	Journey Level	\$9.47		1
Benton	Sprinkler Fitters (Fire Protection)	Journey Level	\$50.95	7J	1R

Benton	Stage Rigging Mechanics (Non Structural)	Journey Level	\$13.23		1	
Benton	Stone Masons	Journey Level	\$44.94	5A	1M	
Benton	Street And Parking Lot Sweeper Workers	Journey Level	\$14.00		1	
Benton	Surveyors	All Classifications	\$24.27	Null	1	
Benton	Telecommunication Technicians	Journey Level	\$17.39		1	
Benton	Telephone Line Construction - Outside	Cable Splicer	\$37.60	5A	2B	
Benton	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$20.79	5A	2B	
Benton	Telephone Line Construction - Outside	Installer (Repairer)	\$36.02	5A	2B	
Benton	Telephone Line Construction - Outside	Special Aparatus Installer I	\$37.60	5A	2B	
Benton	Telephone Line Construction - Outside	Special Apparatus Installer II	\$36.82	5A	2B	
Benton	Telephone Line Construction - Outside	Telephone Equipment Operator (Heavy)	\$37.60	5A	2B	
Benton	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$34.94	5A	2B	
Benton	Telephone Line Construction - Outside	Telephone Lineperson	\$34.93	5A	2B	
Benton	Telephone Line Construction - Outside	Television Groundperson	\$19.73	5A	2B	
Benton	Telephone Line Construction - Outside	Television Lineperson/Installer	\$26.31	5A	2B	
Benton	Telephone Line Construction - Outside	Television System Technician	\$31.50	5A	2B	
Benton	Telephone Line Construction - Outside	Television Technician	\$28.23	5A	2B	
Benton	Telephone Line Construction - Outside	Tree Trimmer	\$34.93	5A	2B	
Benton	Terrazzo Workers	Journey Level	\$38.14	5A	1M	
Benton	Tile Setters	Journey Level	\$38.14	5A	1M	
Benton	Tile, Marble & Terrazzo Finishers	Journey Level	\$30.90	5A	1M	
Benton	Traffic Control Stripers	Journey Level	\$43.73	7A	1K	
Benton	Truck Drivers	Asphalt Mix Over 20 Yards (E.WA-690)	\$42.15	5D	1V	8M
Benton	Truck Drivers	Asphalt Mix To 20 Yards (E. WA - 690)	\$42.15	5D	1V	8M
Benton	Truck Drivers	Dump Truck & Trailer (E.WA-690)	\$42.15	5D	1V	8M
Benton	Truck Drivers	Dump Truck (E.WA-690)	\$42.15	5D	1V	8M
Benton	Truck Drivers	Other Trucks (E.WA-690)	\$42.04	5D	1V	8M
Benton	Truck Drivers	Transit Mixer	\$33.90		1	
Benton	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$11.15		1	

Benton	Well Drillers & Irrigation Pump Installers	Oiler	\$9.47	1
Benton	Well Drillers & Irrigation Pump Installers	Well Driller	\$18.00	1

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

<u>Type of Action Requested</u>	<u>Classification</u>
<input checked="" type="checkbox"/> Execute contract	<input checked="" type="checkbox"/> Consent agenda
<input checked="" type="checkbox"/> Pass resolution	<input type="checkbox"/> Public hearing
<input type="checkbox"/> Pass ordinance	<input type="checkbox"/> 1 st discussion
<input type="checkbox"/> Pass motion	<input type="checkbox"/> 2 nd discussion
<input type="checkbox"/> Other (describe)	<input type="checkbox"/> Other

Requested meeting date 8/2/16
Presentation length:
Presenting elected office/department: OPD
Prepared by: Eric Hsu
Reviewed by: Loretta Smith-Kelty

BACKGROUND INFORMATION

Benton County is legally obligated to provide public defense services on certain homicide and persistent offender cases. With the departure of Senior Staff Defender Alexandria Sheridan (who handled many such cases) there exists the need to award an additional contract for such cases to ensure that a sufficient number of public defenders are available when these cases come about. Attorney Ryan Swinburnson is qualified and interested in providing public defense services on homicide and persistent offender cases and has been serving satisfactorily as a contract public defender on the Superior Court Defense Unit for some time.

SUMMARY

Contract for public defense services on homicide and persistent offender cases with attorney Ryan Swinburnson has been presented for execution.

RECOMMENDATION

Execute contract as presented and approve resolution.

ANTICIPATED FISCAL IMPACT

None beyond already budgeted. This contract is an as-needed, hourly contract with no minimum amount of compensation when attorney is not assigned to cases.

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES AGREEMENT WITH ATTORNEY RYAN SWINBURNSON FOR PUBLIC DEFENSE SERVICES IN BENTON COUNTY SUPERIOR COURT ON HOMICIDE AND PERSISTENT OFFENDER CASES.

WHEREAS, Benton County ("County") is obligated by law to provide indigent defense services in Benton County Superior Court on homicide and persistent offender cases; and

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

WHEREAS, with the departure of Senior Staff Defender Alexandria Sheridan (who handled many homicide and persistent offender cases) there exists the need to award an additional contract for such cases to ensure that sufficient public defenders are available when such cases come about; and

WHEREAS, after a Request for Qualifications ("RFQ") or other acceptable process was followed, attorney Ryan Swinburnson ("Attorney") has expressed interest in providing contract public defense services as detailed above and after due consideration Attorney was selected for contract award; and

WHEREAS, as represented by Attorney, and to the best knowledge of the County, Attorney meets all requisite professional, legal and rule-based standards for providing the public defense services as detailed above; and

WHEREAS, it therefore appears to be in the best interests of the County to contract with Attorney for the public defense services as detailed above and in the proposed professional services agreement;

NOW THEREFORE, BE IT RESOLVED THAT contract BCHOM1618RMS001 with maximum hourly compensation of \$75 plus trial per diems, and other allowable costs and expenses be executed as presented.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL
REPRESENTATION TO INDIGENT PERSONS CHARGED WITH
HOMICIDE OFFENSES OR AS A PERSISTENT OFFENDER IN BENTON
COUNTY SUPERIOR COURT
BCHOM1618RMS001**

CONTRACT SUMMARY			
Contract Type	Homicide and persistent offender cases only		
Contract Number	BCHOM1618RMS001	Contract Holder	Ryan M. Swinburnson
WSBA #	30227	Effective Dates	Aug 1, 2016 – Dec 31, 2018
Caseload Cap	n/a	Compensation	\$75/hr

THIS AGREEMENT is entered into by and between **Ryan M. Swinburnson**, attorney at law, Washington State Bar Association # **30227** ("Attorney"), dba **Harkins, Swinburnson & Wagar, PLLC**, and **BENTON COUNTY** a State of Washington political subdivisions ("County"), for and on behalf of the Benton County Superior Courts.

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

- A. The County has the legal responsibility to provide legal defense services to indigent persons charged with homicide or persistent offender (RCW 9.94A.570) offenses alleged to have been committed within the County's jurisdictional boundaries.
- B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with homicide and persistent offender offenses, meets the standards set by the Washington State Bar Association for such representation, and desires to contract with the County to provide legal services to indigent persons subject to homicide and persistent offender charges in the Benton County Superior Court.

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **August 1, 2016**, and shall continue thereafter through and including **December 31, 2018** unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

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

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at **5724 W. Clearwater Ave, Kennewick, WA 99336**. Attorney's current local office telephone and fax numbers are **(509) 737-8308** and **(509) 737-8352**, respectively; and Attorney's current office/work e-mail address is **ryan@hark-swin-law.com**.

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

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

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

a. As of the date of this Agreement, Attorney represents and warrants that Attorney is unconditionally licensed to practice law within the state of Washington and meets the following criteria: 1) has had at least four years of criminal trial experience; 2) has had at least one year experience as a felony defense attorney; 3) has been trial counsel alone or with other trial counsel and handled a significant portion of the trial in three felony cases that have been submitted to a jury including at least one trial where at least one charge was a Class A Felony; 4) has had experience as counsel in cases involving mental health issues; and sexual offenses; and expert witnesses; and 5) has demonstrated legal writing ability. Attorney further certifies that he/she has not been subject to a termination proceeding involving a previous Benton County personal service agreement for indigent defense services; has not been censured, admonished, or otherwise formally disciplined for past conduct or behavior that would negatively reflect on Attorney's duty and ability to effectively and competently render legal services hereunder; has not been suspended or disbarred from the practice of law in any state or jurisdiction at any time in the past; and does not have any bar association complaints filed and pending against him/her. These requirements may be reviewed with the PDM by written request.

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

in the event that Attorney is suspended or disbarred from the practice of law in any other state or jurisdiction.

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

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

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

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

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

f. Pursuant to RCW 10.101.050, no later than 15 calendar days after the end of each calendar year during the term of this Agreement, Attorney shall provide the PDM with a written report showing the total number and specific types of private practice cases (which for purposes of this Agreement shall include pro bono cases, retained-fee cases, and any cases handled by Attorney under any other professional/personal services agreement) in which Attorney provided legal services during the preceding year and the total number and specific types of appointed cases under this Agreement in which Attorney provided legal services during the preceding year. Additionally, in the event that the public defense attorney caseload activity reporting requirements under RCW 10.101.050 are later amended/modified, Attorney shall correspondingly comply with any such amended/modified reporting requirements without added compensation upon written notice from the County to do so.

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

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

4. OTHER INDIGENT DEFENSE AGREEMENTS.

On or about the date of this Agreement, the County contemplates entering into separate and independent professional services agreements with other licensed attorneys to primarily provide criminal defense services to persons accused of homicide or persistent offender crimes in Benton County Superior Court and will also utilize one or more Staff Defenders to provide such services. Cases will be assigned as determined by the Public Defense Manager in his sole discretion, based on a number of factors including, but not limited to, type of case, equitable distribution, budgetary constraints, training needs of staff and contracted defenders, and client dynamics. Attorney acknowledges and specifically agrees to this system of case assignment and understands that this Agreement does not create any entitlement of assignment to any particular case, group of cases or type of cases, and does not create any recourse for failure to be assigned to same.

5. **CASE APPOINTMENTS.** Attorney agrees to, and shall, accept appointments to represent indigent defendants charged with homicide or persistent offender charges in Benton County Superior Court. Such cases will be assigned to attorneys holding homicide and persistent offender defense contracts as determined by the Public Defense Manager in his sole discretion, based on a number of factors including, but not limited to, type of case, equitable distribution, budgetary constraints, training needs of staff and contracted defenders, and client dynamics..

6. **CONTINUED REPRESENTATION.**

Attorney has a duty to timely and fully complete all cases appointed to Attorney under this Agreement. "Timely and fully complete" means, for each case, continuing to represent the defendant up to and including the time of final disposition of their case whether by way of conviction, dismissal of all charges (as a result of a finding of not guilty or as a result of an empaneled jury being unable to reach a verdict), or a change of plea and entering of a sentencing. If restitution is not agreed upon at time of sentencing and a separate restitution hearing is necessitated, then Attorney shall represent the defendant at such restitution hearing in order to have "timely and fully completed" the case.

Once appointed to represent a client, Attorney shall continue such representation until the case is "fully complete" as defined herein, unless permitted by the Court to withdraw as attorney of record.

7. **NUMBER OF APPOINTMENTS.** While this agreement does not impose a numerical limit on the number of cases that may be assigned to Attorney, Attorney nevertheless assumes personal and sole responsibility for ensuring that his/her practice of indigent criminal defense comports with the standards for such, contained in the Standards for Indigent Defense as adopted by the WSBA, including any such standards on overall caseloads. Attorney fully acknowledges and understands that neither County nor the PDM are responsible in any way for monitoring Attorney's caseload for purposes of compliance with such Standards for Indigent Defense.

8. **CLIENT ELIGIBILITY.** The Benton County Superior Court (or its designee), consistent with applicable laws, rules and standards, shall determine the eligibility of any particular person for representation by Attorney under this Agreement. Attorney is under no obligation to determine a person's eligibility or continuing eligibility to receive publicly provided representation. However, if Attorney is appointed to represent a person and subsequently discovers that such person may not be eligible to receive publicly-provided representation under applicable laws, rules and standards, Attorney, if able to do so within the bounds of applicable ethical rules and professional standards, shall promptly notify the Benton County Superior Court of such possibility for purposes of the Superior Court (or its designee) taking action at its discretion to re-determine whether such person is/remains eligible to receive publicly-provided representation. If the Benton County Superior Court (or its designee) then determines that such person is not eligible for publicly provided representation, the appointment of Attorney to represent such person shall be rescinded and such person shall be required to retain his/her own legal counsel. Attorney shall not thereafter represent such person in such matter on a retained-fee basis unless such person applies for and receives the Benton County Superior Court's permission allowing such representation. Nothing contained herein shall prevent Attorney from representing a person on a retained-fee basis in an action in which Attorney has not been appointed by the Benton County Superior Court to represent such person, or from representing a person on a retained-fee basis whom Attorney has been appointed by the Benton County Superior Court to represent provided

that the matter(s) involving the retained representation are wholly independent and unrelated to the matter for which Attorney was appointed.

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

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

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

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

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

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

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

11. COMPENSATION.

For cases to which Attorney is appointed, he/she shall be compensated in the amount of **\$75/hour** for services rendered pursuant to this agreement up to a maximum aggregate amount of **\$10,000** per case (or such greater maximum aggregate amount as may be specifically approved and ordered by the court or its designee, approved pursuant to any other administrative process established by the PDM or County, or as this contract may be amended in particular cases when reasonable and necessary due to extraordinary facts, or complexity). Compensation shall be due and owing on an as-appointed and as-worked basis, and no minimum amount of compensation shall be due Attorney on any weekly, monthly or annual periodic basis other than as worked and billed.

a. Payment of any such compensation is based on time expended on the case by Attorney only. Unless otherwise agreed in writing between County (or designee) and Attorney, time expended by other persons (including, without limitation, Attorney's support staff, law partners, or associate attorneys) on such cases at Attorney's request or direction shall be part of Attorney's office overhead and shall not be billable to the County.

b. As a precondition to Attorney being paid the above-mentioned additional compensation for a homicide or Persistent Offender case, Attorney shall submit a vendor warrant payment voucher to the Benton County Office of Public Defense that descriptively

sets forth and details the total number of hours (documented and stated in one-tenth (1/10th) hour intervals) expended by Attorney on such case and that further describes and details the particular actions taken by Attorney on such case that correspond to such expended and billed hours (exercising appropriate discretion to protect client confidentiality given that such vouchers are matters of public record unless sealed by the court at Attorney's request). Attorney's administrative time expended to prepare, submit, and process vouchers, or to respond to any billing related questions or to prepare or review any compensation related court orders shall not be billable to the County. All payment vouchers and requests for additional compensation under this paragraph shall be subject to the court's review and final approval for payment. Attorney shall submit such payment vouchers within sixty (60) days of the date on which Attorney expended time for which additional compensation is sought under this paragraph, and the County shall have the right to deny payment of any voucher that is not timely submitted within said requisite sixty (60) day period.

c. If a matter appointed pursuant to this Agreement is scheduled for a reasonably certain trial, then no later than thirty (30) calendar days before said trial commences, Attorney shall complete a Hourly Case Trial Budget Worksheet (on the prescribed form), which shall detail the anticipated billable time, costs and expenses that the trial is anticipated to entail, and submit to the PDM.

12. COSTS AND EXPENSES.

a. Attorney acknowledges and agrees that Attorney shall not be entitled to claim or receive any reimbursement/payment from the County for any law practice-related overhead costs or expenses incurred by Attorney during the course of rendering legal services under this Agreement (including, without limitation, commuting expenses relating to travel to either the Benton County Courthouse or to any meetings within the city limits of Richland, Kennewick, or West Richland, costs and expenses associated with Attorney's office, office staff, office equipment/facilities, and/or other office or law practice-related resources). However, under any circumstances, unless otherwise prohibited in another provision in this agreement, Attorney shall be entitled to compensation for his/her time incurred in undertaking the activity that generates the cost (including the time incurred for commuting or traveling to/from meetings).

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

(i) Attorney shall be entitled to receive reimbursement for the actual cost of such out-of-pocket expenditures or may arrange with the PDM for the service provider to be compensated directly by the PDM provided that, however, Attorney shall not incur any such expense (and shall not direct a service provider to incur any expenses) nor shall Attorney be entitled to be reimbursed or the service provider be compensated for any such expense unless such expense has been pre-approved pursuant to process for such pre-approval established by the PDM and promulgated by written policy. Such preauthorization will state and provide a specific dollar amount for the requested and authorized expenditure; provided that, in the event it is not reasonably possible to state and provide a

specific dollar amount for a particular requested expenditure, such order may nevertheless provide authorization for the expenditure but shall establish and set forth a maximum dollar expenditure amount. In regard to any reimbursement to Attorney for any PDM-approved expenditures and costs pertaining to case-related travel, meals, and lodging, any reimbursement to Attorney for such expenditures and costs shall not exceed the locally adjusted amounts that are established and published by the Federal General Services Administration.

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

(iii) In the case of reimbursement for travel mileage the following provisions shall apply: 1) Attorney shall be reimbursed at the rate then published by the Federal General Services Administration for use of personally owned vehicles; 2) only travel to and from destinations outside of the city limits of Richland, Kennewick, Richland, and West Richland shall be eligible for reimbursement; and 3) the mileage shall be calculated based on a starting point of the Benton County Justice Center.

13. **INDEMNIFICATION AND HOLD HARMLESS.** Attorney agrees to and shall fully indemnify and hold fully harmless the County and its elected/appointed representatives, officers, employees, and agents from and for any and all losses, damages, costs, charges, claims, demands, suits, or actions of whatsoever nature directly or indirectly arising out of or by reason of Attorney's (or any person, employee, agent, contractor, or entity acting for or on behalf of Attorney or at Attorney's request or direction) acts, defaults, errors and/or omissions of whatsoever nature in the performance of legal services to any person under this Agreement. In the event any suit or legal proceeding is brought against the County or any of its elected/appointed representatives, officers, employees or agents at any time on account of or by reason of any such acts, defaults, errors and/or omissions, Attorney hereby covenants and agrees to assume the defense thereof (through counsel acceptable to the County) and to defend the same at Attorney's sole cost and expense and to pay any and all costs, charges, attorneys' fees, and other expenses as well as any and all judgments or awards that may be incurred by or entered against the County or any of its elected/appointed representatives, officers, employees or agents in such suits or other legal proceedings. Without limiting the intended broad scope and

application of the indemnification and hold harmless provisions of this paragraph, for purposes of this paragraph, Attorney waives, with respect to the County only, any immunity that would otherwise be available to Attorney under the Industrial Insurance Act provisions of Title 51 RCW or any other similar workers/employee disability or benefit law. The indemnification and hold harmless provisions of this paragraph shall survive the termination or expiration of this Agreement.

14. **INSURANCE.**

- a. **Professional Liability Insurance:** Prior to the start of work under this Contract, the Attorney shall secure and maintain at his/her own expense Professional Liability Insurance appropriate to the Attorney's profession and shall be written subject to limits of not less than one million dollars (\$1,000,000) each claim and in the aggregate. Such insurance will be provided by an insurance carrier with a Best's Rating of not less than A-VII.

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

- b. **Workers Compensation:** Attorney 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 Attorney and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Except as prohibited by law, Attorney waives all rights of subrogation against the County for recovery of damages to the extent they are covered by workers compensation and employers liability.

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

- c. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, Attorney shall maintain commercial general

liability coverage (policy form CG0001 or equivalent) to protect the Attorney from claims for wrongful death, bodily injury, personal injury and property damage, which may arise from any actions or inactions under this Contract by Attorney or by anyone directly employed by or contracting with Attorney. 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 shall contain an endorsement naming the County, its elected and appointed officials, employees and agents as an Additional Insured and an endorsement that specifically states that Attorney's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the County.

The Attorney shall 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]. Attorney'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.

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

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

d. **Other Insurance Provisions:**

1. The Attorney's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees and agents. Attorney's liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible or risk retention maintained or participated in by the County shall be excess and not contributory to Attorney's insurance policies.
2. The Attorney's liability insurance policies shall contain no special limitations on the scope of protection afforded to the County as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or agents.
4. The Attorney'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 Attorney 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 Attorney maintains higher limits than the minimums required in this contract, the County require and shall be entitled to coverage for the higher limits maintained by the Attorney.**
7. The Attorney 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, except for professional liability under Section **[8(a)]**, shall be written on an Occurrence Policy form.
8. Attorney 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 Attorney to enter into a pre-loss agreement to waive subrogation without an endorsement, then Attorney 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 Attorney enter into such a waiver of subrogation on a pre-loss basis.
8. Compensation and/or payments due to Attorney under this Agreement are expressly conditioned upon Attorney's strict compliance with all insurance requirements. Payment to Attorney may be suspended in the event of non-compliance. Upon receipt of evidence of Attorney's compliance, such payments not otherwise subject to withholding or set-off will be released to Attorney.

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

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington 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 Attorney, other than Professional Liability and Workmen's Compensation, shall specifically include the County, its elected and appointed officers, officials, employees and agents as "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30)

days written prior notice to the County. Any insurance or self-insurance maintained by the County, its elected and appointed officials, employees and agents shall be excess of the Attorney's insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the Benton County Office of Public Defense within ten (10) days of execution of this Agreement.
3. All written notices under this Section [8] and notice of cancellation or change of required insurance coverages shall be mailed to the Benton County Office of Public Defense.
4. The Attorney or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Office of Public Defense: Attn: Office Manager, County Office of Public Defense, 7122 W Okanogan Pl, Bldg A, Kennewick, WA 99336.

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

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

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

of the quality and effectiveness of Attorney's performance of legal services and related duties and obligations under this Agreement, provided that such inquiry shall not be made of any person represented, absent a complaint from such person, during the course of representation.

16. **TERMINATION.**

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

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

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

c. In addition to the foregoing provisions regarding termination, either party may elect to terminate this Agreement with or without cause or reason by providing the other party with ninety (90) days advance written notice of such election. To the extent that Attorney is appointed to a pending case at the time of termination at the election of either party pursuant to this subsection 16c., Attorney shall not withdraw from the case unless: a) such withdrawal would not prejudice the rights of the client; b) such withdrawal would not result in substantial duplication of legal services in the defense of the case; and c) the Court specifically allows the withdrawal. If, even after this Agreement is terminated pursuant to this subsection 16c Attorney is unable to meet the criteria for withdrawal as stated herein and remains appointed to, and responsible for, such a pending case, Attorney shall continue to be entitled to compensation as provided herein, and the parties shall continue to be bound by the provisions of this Agreement, but Attorney shall no longer be eligible to be appointed any more new cases.d.

Should the County decide to provide indigent defense representation in the Benton County Superior Court through a county agency such as an Office of Public

Defense or a similar entity that will affect the scope and number of indigent defense contracts available, the County hereby agree to make its intentions known as soon as reasonably possible so that both the County and the Attorney can plan an appropriate transition for both sides. Upon receipt of such notice, Attorney may request transfer from contract status to employee status with no interruption in and/or transfer of existing caseload in accordance with then-existing County personnel policies.

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

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

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

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

provided further that such temporary substitution is expressly authorized on the court record by the court and the particular person(s) being represented by Attorney who is/are affected by such substitution of legal counsel.

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

(ii) Unless called to active military duty, Attorney shall be responsible to ensure that such other attorney fully complies with all terms and conditions of this Agreement during such temporary absence period (including, without limitation, the requirement to maintain the insurance coverage specified in section 14 above), and Attorney shall be liable for any damages or losses sustained as a result of such other attorney's non-compliance with the terms and conditions of this Agreement.

c. In the event Attorney is called up for active military duty or for direct civilian support of active military operations, Attorney shall provide notice as soon as practically possible so that appropriate substitution for coverage of Attorney's contract can be obtained and approved. Compensation for Attorney's Agreement shall be suspended during the time of active military duty and for reasonable transition time that may be requested by Attorney after return from active service. Attorney shall be entitled to resume contract duties with full compensation upon written request to the PDM within a reasonable time after return from active service.

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

20. **OTHER APPOINTMENTS.** Attorney shall not enter into any contract/arrangement to perform prosecution services in any court or jurisdiction. Subject to, and without limiting/waiving, Attorney's duties and obligations under this Agreement, Attorney may enter into a part-time contract/arrangement to receive public defense appointments in another court or jurisdiction, provided that, and on the indispensable condition that, Attorney's duties and obligations under said part-time contract/arrangement will not conflict with or interfere with Attorney's ability to timely and effectively perform Attorney's duties and obligations under this Agreement.

21. **TEMPORARY JUDICIAL SERVICE.**

Subject to, and without limiting/waiving, Attorney's duties and obligations under this Agreement, Attorney may temporarily serve as a judge pro tem in any capacity and under any circumstances except on any criminal cases pending before the Benton County Superior Court, provided that, and on the indispensable condition that, it would not conflict with or interfere with Attorney's ability to timely and effectively perform Attorney's duties and obligations under this Agreement. Any potential exceptions to the foregoing limitation on Attorney serving as a judge pro tem would be strictly on a case-by-case basis and would be strictly subject to Attorney

obtaining the IDC's prior express approval and authorization, which decision shall be decided on a case-by-case basis in the IDC's sole and absolute discretion.

22. **ENTIRE AGREEMENT.** This Agreement constitutes the entire integrated agreement and understanding of the undersigned parties. No amendment, modification or other type of change to this Agreement shall be valid or enforceable unless reduced to writing and signed by the parties.

23. **CAPTIONS; TIME COMPUTATION.**

a. The captions and headings herein are for convenience only and shall not be relied upon or used to interpret or construe this Agreement or any portion thereof.

b. Unless otherwise expressly specified herein, any period of time specified in this Agreement shall expire at 5:00 p.m. (PST) of the last calendar day of the specified period of time, unless the last day is Saturday, Sunday, or a legal holiday, as prescribed in RCW 1.16.050, in which event the specified period of time shall expire at 5:00 p.m. (PST) of the next business day. Unless otherwise expressly specified herein as being business days only, any period of time specified in this Agreement shall mean and be calculated to include calendar days.

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

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

26. **SEVERABILITY.** In the event that any one or more provisions contained in this Agreement shall, for whatever reason, be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provision(s) shall not affect any other provision hereof, and this Agreement shall nevertheless be construed and enforced as if such invalid, illegal or unenforceable provision(s) were not contained herein.

27. **NON-WAIVER.** A party's express or implied consent to or waiver of any breach or default by the other party in the performance of such other party's obligations hereunder shall not be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such other party of the same obligations or any other obligation(s) of such other party hereunder.

28. **DISPUTE RESOLUTION.**

a. The parties hereby specifically waive, release, and irrevocably relinquish any and all right to file a court lawsuit of any type to address any claims or dispute between the parties involving the performance or interpretation of this Agreement or that in any other way relate to, or arise from, this Agreement, and regardless of whether money damages, equitable relief, or any other type of relief is being sought. Provided, however, if necessary due to a party's disregard of and failure to abide by the non-judicial Dispute

Resolution provisions contained in this paragraph 31, the other party may pursue court action to seek and obtain an order compelling and enforcing such Dispute Resolution provisions, and as part of such action and court order, the court shall order the party not complying with the requirements of such Dispute Resolution provisions to pay the other party's incurred attorney fees and costs.

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

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

29. NOTICES.

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

Eric Hsu, Indigent Defense Coordinator

Benton County Office of Public Defense
7122 West Okanogan Place, Building A
Kennewick, WA 99336

OPDNotices@co.benton.wa.us

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

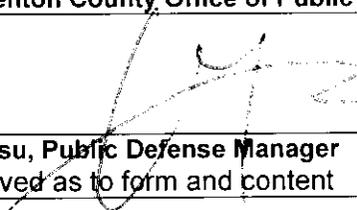
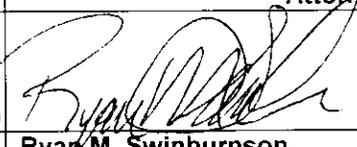
c. Any such notices under this Agreement shall be deemed to have been duly given, made, and received when either personally delivered to the notice recipient in the manner described above; when duly deposited in the U.S. mail addressed to the recipient in the manner described above; or when emailed to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

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

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

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

****SIGNATURES APPEAR ON FOLLOWING PAGE****

Benton County Office of Public Defense		Attorney	
			
Eric Hsu, Public Defense Manager Approved as to form and content		Date	Date
7/26/16		7/20/16	
BENTON COUNTY APPROVAL		Ryan M. Swinburnson WSBA #30227	
By: _____			
Title: <u>Chairman, Board of Commissioners</u>			
Date: _____			
Attest:			
Clerk of the Board: _____			

BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary

<u>Type of Action Requested</u>	<u>Classification</u>
<input checked="" type="checkbox"/> Execute contract	<input checked="" type="checkbox"/> Consent agenda
<input checked="" type="checkbox"/> Pass resolution	<input type="checkbox"/> Public hearing
<input type="checkbox"/> Pass ordinance	<input type="checkbox"/> 1 st discussion
<input type="checkbox"/> Pass motion	<input type="checkbox"/> 2 nd discussion
<input type="checkbox"/> Other (describe)	<input type="checkbox"/> Other

Requested meeting date: 8/9/16
Presentation length:
Presenting elected office/department: OPD
Prepared by: Eric Hsu
Reviewed by: Loretta Smith-Kelty

BACKGROUND INFORMATION

Benton County presently contracts with attorney Adrienne Farabee ("Attorney") for public defense services in Benton County District Court. The existing contract provides, at Attorney's request, a contractual caseload cap of 300 cases per year. Attorney has requested that the contractual caseload cap be increased to 390 cases per year (in line with most other Benton County District Court contracts) and this extra capacity is needed for the anticipated volume of District Court cases for the year.

SUMMARY

Proposed amendment to District Court public defense contract with attorney Adrienne Farabee increasing caseload cap from 300 to 390, with commensurate increase in compensation.

RECOMMENDATION

Execute amendment as proposed. Approve accompanying resolution.

ANTICIPATED FISCAL IMPACT

None other than budgeted.

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ATTORNEY ADRIENNE FARABEE INCREASING HER CONTRACT CASELOAD CAP FROM 300 TO 390 PER YEAR

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

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

WHEREAS, Benton County has been contracting with attorney Adrienne Farabee ("Attorney") by and through a professional services agreement ("Agreement") which provided for a contractual caseload cap of 300 cases at the request of Attorney who had another small public defense contract with State OPD; and

WHEREAS; Attorney has requested that her contractual caseload cap be increased from 300 to 390 cases per year in light of the fact of her relinquishment of her State OPD public defense contract; and

WHEREAS, it is therefore appropriate to amend the professional services agreement with Attorney providing for the higher caseload cap and commensurate compensation increase;

NOW THEREFORE, BE IT RESOLVED THAT the professional services agreement with attorney Adrienne Farabee, executed on December 17, 2013 by and through Resolution 2013-914 be amended as proposed increasing the caseload cap from 300 to 390 cases per year and increasing the compensation, proportionately, from \$4,366.71 to \$5,804.45 per month;

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

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

**Attest:
Clerk of the Board**

**AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL
REPRESENTATION TO INDIGENT PERSONS IN
BENTON COUNTY DISTRICT COURT
CONTRACT # BCDC1416AMF001A2**

THIS AGREEMENT, previously entered into by and between **Adrienne Farabee**, attorney at law, Washington State Bar Association #32859 ("Attorney"); and **Benton County**, a State of Washington political subdivision ("County"), for and on behalf of the Benton County District Court, executed by and through Resolution 2013-914 and previously amended by amendment BCDC1416AMF001A (executed by and through Resolution 2015-189) is hereby additionally amended as follows:

7. **NUMBER OF APPOINTMENTS.**

a) The number "three hundred (300)" shall be stricken and replaced with "three hundred ninety (390)" and the figure "25" shall be stricken and replaced with the figure "32."

b) The number "three hundred (300)" shall be stricken and replaced with "three hundred ninety (390)" and the number "two hundred twenty-five" shall be stricken and replaced with "two hundred ninety-two and a half (292.5)."

12. **COMPENSATION.**

a. The figure "\$4,366.71" shall be stricken and replaced with "\$5,804.45."

This amendment shall take effect July 1, 2016. In the event of any conflict between the provisions of this Amendment and those of the underlying Agreement, or any other previous Amendments, this Amendment shall control. This amendment is designated BCDC1416AMF001A2.

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

DATE: _____

DATE: 7-27-16

BENTON COUNTY

ATTORNEY

Chairman

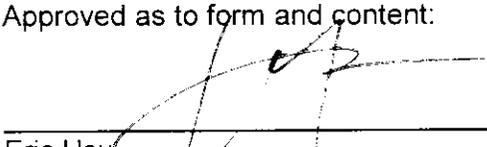


Adrienne Farabee
WSBA #32859

Commissioner

Commissioner

Approved as to form and content:



Eric Hsu
Public Defense Manager

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>August 9, 2016</u>	Execute Contract	<u> x </u>
Subject: <u>Service Agreement between Benton County and Boys & Girls Club of Benton and Franklin Counties</u>	Pass Resolution	<u> </u>
Prepared by: <u>Shyanne Faulconer</u>	Pass Ordinance	<u> </u>
Reviewed by:	Pass Motion	<u> </u>
	None	<u> </u>
	Consent Agenda	<u> x </u>
	Public Hearing	<u> </u>
	1st Discussion	<u> </u>
	2nd Discussion	<u> </u>
	Other	<u> </u>

BACKGROUND INFORMATION

Benton County would like to enter into an agreement with Boys & Girls Club of Benton and Franklin Counties for Prosser Teen Program Investment.

Boys & Girls Club of Benton and Franklin Counties are committed to empowering all young people “to reach their full potential as productive, caring, responsible citizens.” Funding from the Benton County Gang and Crime Prevention Initiative would support the sustainability and expansion of the Teen Program at the Prosser Park Branch. The Club opened its doors in 2010, and have seen a steady increase in membership since then, with over 60 teen members as of March 2016.

Funding would support resources for staff training, program curriculum, supplies, field trips, and events.

SUMMARY

2016 Budget: \$40,000.00, prorated August 1, 2016 – December 31, 2016

Funding Source: Benton County Public Safety Tax

RECOMMENDATION

- Sign the Resolution to accept proposed agreement
- Approve proposed agreement by signing all copies where indicated

FISCAL IMPACT

Funding for the services described in this agreement is provided by the Benton County Public Safety Tax. There is no impact on the current expense budget. All revenues and expenditures are from the Public Safety Tax Fund 0148-101; for a contract amount of \$40,000.00.

MOTION

To approve signing a Personal Services Agreement between Benton County and Boys & Girls Club of Benton and Franklin Counties by the Board of County Commissioners.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SIGNING A PERSONAL SERVICES AGREEMENT BETWEEN BENTON COUNTY, WASHINGTON AND BOYS & GIRLS CLUB OF BENTON AND FRANKLIN COUNTIES FOR PROSSER TEEN PROGRAM INVESTMENT

WHEREAS, in August, 2014, the voters of Benton County approved Proposition 14-5, a 3/10 of one percent sales and use tax pursuant to RCW 82.14.450 to fund criminal justice and public safety programs in Benton County; and

WHEREAS, funding decisions must fall within the parameters and guidance of the text of voter-approved Proposition 14-5 where to *“improve public safety and combat criminal gang activity and other crime by hiring additional police officers, corrections officers and prosecutors; continuing the Metro Drug Task Force; funding gang and crime prevention efforts; and funding court and clerk programs including a seventh Superior Court Judge; and drug and mental health courts”*; and

WHEREAS, funding gang and crime prevention efforts, the Benton County Gang and Crime Prevention and Intervention Initiative is to improve the quality of life for the residents of Benton County by reducing the incidence of gang-related and other crime in Benton County; and

WHEREAS, on April 12, 2016 the Benton County Board of Commissioners approved funding for gang and crime prevention efforts, utilizing an Request for Proposal process; and

WHEREAS, Boys & Girls Club of Benton and Franklin Counties proposed a Prosser Teen Program Investment in the annual amount of \$40,000.00 for 2016; **NOW, THEREFORE**

BE IT RESOLVED the amount of \$40,000.00, the 2016 annual budgeted amount prorated for the remaining five months of 2016, has been approved by the Board of Benton County Commissioners; and

BE IT FURTHER RESOLVED each monthly payment will be made payable to Boys & Girls Club of Benton and Franklin Counties, and

BE IT FURTHER RESOLVED, this agreement will start August 1, 2016.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:.....
Clerk of the Board

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

**BENTON COUNTY
PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Boys and Girls Club of Benton and Franklin Counties, with its principal offices at 801 N. 18th Ave., Pasco, WA 99301, (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 (this document);
- b. Exhibit A, Scope of Work Prosser Teen Program Investment; and
- c. Exhibit B, Progress Reporting and Measures; and
- d. Exhibit C, Prosser Teen Program Investment; and
- e. Exhibit D, Invoice.

2. DURATION OF CONTRACT

The term of this Contract shall begin August 1, 2016, and shall expire on December 31, 2016. The CONTRACTOR shall complete all services 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 detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Scope of Work", which is attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the services performed. The CONTRACTOR

shall prepare and present status reports in the form of Exhibit B demonstrating services completed to date.

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:

Brian Ace
801 N. 18th Ave
Pasco, WA 99301
Phone: (509) 543-9980
Fax:
Email: brian.ace@kidexpert.org

b. For COUNTY:

Shyanne Faulconer
PO Box 190
Prosser, WA 99350
Phone: (509) 786-3760
Fax: (509) 786-3080
Email: Shyanne.Faulconer@co.benton.wa.us

5. COMPENSATION

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

- a. A detailed description of compensation to be paid by the COUNTY for the services set forth in Exhibit A is set forth in Exhibit C, "Prosser Teen Program Investment" which is attached hereto and incorporated herein by reference. Accordingly, for the time period of August 1, 2016, through December 31, 2016, CONTRACTOR shall be compensated by COUNTY in an amount not to exceed forty thousand dollars (\$40,000).
- b. No payment shall be made for any services performed by the CONTRACTOR, except for services identified and set forth in this Contract.
- c. The CONTRACTOR may, in accordance with Exhibit D, submit invoices to the COUNTY not more than once per month during

the progress of the services performed for partial payment of the services completed to date. The COUNTY shall pay the CONTRACTOR in the month following the actual delivery of services 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 COUNTY.
- 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 COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- 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

No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Services performed under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

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

- b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, 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 services 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 COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

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

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

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

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

The CONTRACTOR will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability

pursuant to the indemnification requirement under Section [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 COUNTY, its elected and appointed officers, officials, employees and agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.

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

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

4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract, shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy 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, other than Auto Liability and Workmen's Compensation, shall specifically include the COUNTY, 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 COUNTY. Any insurance or self-insurance maintained by the COUNTY, 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 County's Contract Representative referenced in Section 4.
3. All written notices under this Section **[8]** and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. **TERMINATION**

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

incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract.

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section [5] of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

The CONTRACTOR, 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 COUNTY. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless 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 COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

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

shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION AND VENUE

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

21. SUCCESSORS AND ASSIGNS

The COUNTY, to the extent permitted by law, and the CONTRACTOR each bind themselves, 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]); inspection and keeping of records and books (Section [14]); litigation hold notice (Section [26]); Public Records Act (Section [27]) and confidentiality (Section [19]).

26. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section [14] of this agreement may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Section [14].

27. PUBLIC RECORDS ACT

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

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective on August 1, 2016.

Dated: _____

Benton County Board of Commissioners

Chairman

Member

Member

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

Attest: _____
Clerk of the Board

Approved as to Form



Civil Deputy Prosecuting Attorney

Dated: 7/28/16

Boys and Girls Club of Benton and Franklin Counties



Signature

Executive Director
Title:

Brian Ace

PRINTED NAME



BOYS & GIRLS CLUBS
OF BENTON AND FRANKLIN
COUNTIES

Working **Together** to Build
A Brighter **Future** for Youth



Benton County Gang and Crime Prevention Initiative

Organizational Background

The Boys & Girls Clubs of Benton and Franklin Counties are committed to empowering all young people, especially those who need us most, to reach their full potential as productive, caring, responsible citizens. The Boys & Girls Clubs have been providing services to youth in the Tri-Cities area since the fall of 1996. The organization now offers 13 locations throughout Benton and Franklin Counties; these include four traditional drop-in Clubs, six afterschool childcare locations at Pasco elementary schools, a preschool, and two teen parenting partnerships. Consistent with our organizational values of *Respect, Integrity, Stewardship, and Passion for Youth*, we provide a broad range of programs and activities focused on our priority outcomes of **Academic Success**, **Healthy Lifestyles**, and **Good Character and Citizenship**.

Organizational Experience

Funding from the Benton County Gang and Crime Prevention Initiative (BCGCP Initiative) would support the cost of program expansion for local teens at the Club branch in Prosser. The Boys & Girls Clubs of Benton and Franklin Counties serves nearly 2,400 youth annually, over 60% of which are low-income youth. On any given day our Clubs are positively impacting the lives of over 700 local youth by providing them with a variety of unique, fun, and engaging programming. Programs implemented at the Boys & Girls Club include prevention programming, education enrichment, healthy lifestyle activities, and civic engagement programs. A survey from Fight Crime: Invest in Kids demonstrated that afterschool programs are absolutely essential to preventing crime; nine out of ten police chiefs agreed with the statement: "If America does not make greater investments in afterschool and child care programs to help children and youth now, we will pay far more later in crime, welfare, and other costs." In the United States, on average, the cost of incarceration can cost over \$400 per youth per day. A recent study from the University of Michigan found that for every \$1 invested in Boys & Girls Clubs nearly \$10 worth of economic benefits are returned to communities and society. Our Traditional Drop-In Club locations serve a high proportion of at-risk and low-income youth and teens that rely on the Club for holistic support. Investments in Boys & Girls Clubs alleviate societal costs such as healthcare, public assistance, and incarceration; an investment through the BCGCP Initiative would allow for the Boys & Girls Club to continue empowering youth along their journey to reaching their full potential.

Grant Administration Experience

The organization has extensive experience in implementing grant-funded programs; staff members at the Club have well-rounded knowledge of how to implement various types of grants including those granted from government agencies, private and public foundations, corporate foundations, as well as small service organizations. Currently, the Boys & Girls Clubs of Benton and Franklin Counties implements prevention

programming through a multi-year grant from the Benton Franklin Health District and the Washington State Department of Health. Other successful grant-funded programs currently implemented throughout the organization include a case management mentoring program through U.S. Department of Justice's Office of Juvenile Justice and Delinquency Prevention (OJJDP) and the Boys & Girls Clubs of America (BGCA) and drug prevention programming for middle school-aged youth through the Washington State Department of Social and Health Services (DSHS). In addition to these large-scale grants, the organization also implements a variety of grant-funded programs through various corporations and regional service organizations. The Boys & Girls Club has the unique capacity to successfully implement many grant-funded programs through the efforts of the organization's Grants & Outcomes Coordinator dedicated exclusively to grant writing, grant implementation, and program execution. The collaborative efforts of the Grants & Outcomes Coordinator, administrative staff members, and Branch-level staff members all contribute to the success of implementing grant-funded programs and initiatives.

Program Summary

During the inaugural funding year of the BCGCP Initiative, The Boys & Girls Clubs of Benton and Franklin Counties is seeking funding to support one project at our Prosser Club location in Benton County. An executive summary and the funding amount requested can be found below.

Prosser Teen Program Investment

\$40,000.00

Funding support from the BCGCP Initiative would support the sustainability and expansion of the Teen Program at the Prosser Park Branch. Since the Club first opened their doors in 2010 they have seen a steady increase in teen membership and teen Club involvement; as of March 2016, the Prosser Branch has over 60 teen members and serves an average of 25 teens every day. Funding from the new initiative would support the Teen Program in Prosser by providing resources for training opportunities for staff, program curriculum, supplies, late-night events, as well as unique field trips exclusively for Club teens.

Thank you for partnering with us to invest in Boys & Girls Club programs. We appreciate your consideration of grant funding to provide local youth with opportunities that are unique, fun, and educational. This strategic investment will ensure that taxpayer funds through the Public Safety Tax will have a lasting impact on youth throughout Benton County.

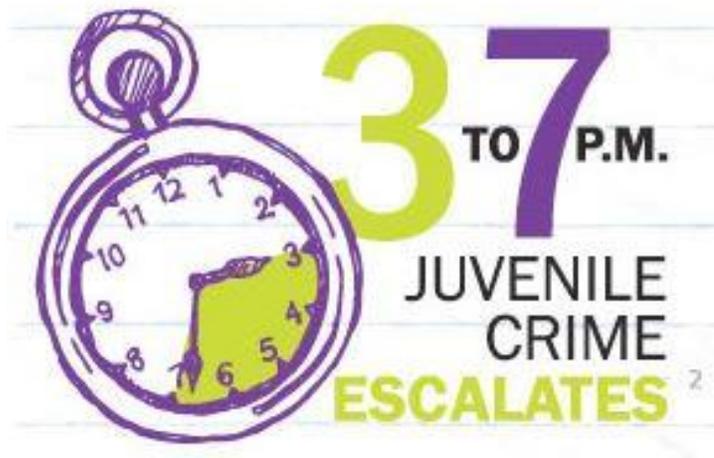
If any questions arise please contact Brian Ace at brian.ace@kidexpert.org or (509)-543-9980.

LEARN. LIVE. LEAD.

Prosser Teen Program Investment

Community Need

The Prosser Park Branch of the Boys & Girls Club first opened their doors in 2010 and currently serves school-aged youth in Prosser and surrounding communities. Every year the Prosser Club has seen its teen population of middle school and high school students increase. Currently the Club serves an average of 25 teens each and every day at the satellite Teen Center located in facilities leased from First Baptist Church in Prosser. The Prosser Park Branch is seeking funding from the BCGCP Initiative to support the effective expansion of Teen Program services. The Boys & Girls Club provides unique services to teens that revolve around the organization's three priority outcomes of Academic Success, Healthy Lifestyles, and Good Character & Citizenship. Youth in the Prosser community need a stable support system that will be there for them during not only academic hardships, but during other times of need as well. Youth and teens often become involved in gang activity or other risky behaviors in search of a source of stability in their lives. The Club prides itself on providing youth with a sense of Belonging, Usefulness, Influence, and Competence. These are the very things that gangs provide, and the Club has positioned itself as a positive alternative to gang involvement. The Boys & Girls Club has the ability to provide teens with a place that offers stability but in a positive and productive way. It is imperative that the Club provide these teens that need us most with the tools and resources necessary for them to become positive, productive members of society.



Funding for the Prosser Club's Teen Program will support the cost of staffing, staff training, increasing program services, and will provide Prosser teens with more experiential learning opportunities. Prosser's Teen Program will provide teens with a positive and productive after school alternative to staying home alone or participating in risky behaviors. Between 3 PM and 7 PM, the hours immediately following school dismissal, are when juvenile crime, delinquency, and violence peak. The expansion of Prosser Club's Teen Program will be able to provide local teens with a fun, safe, and productive environment that will foster the holistic growth and development of teens during a vital part of their adolescence.

Project Details

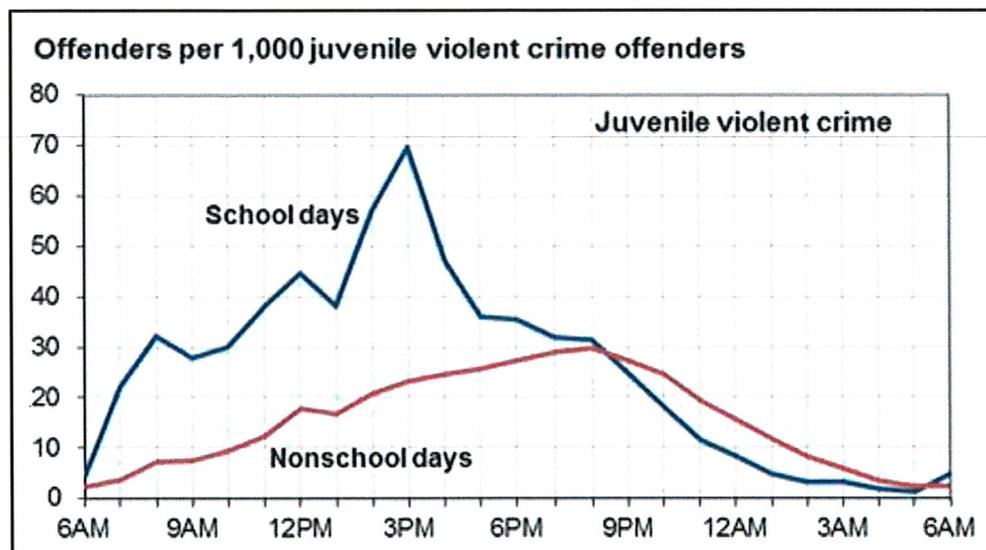
The Teen Program at the Prosser Park Branch, provided with the necessary resources, has the unique potential to provide local teens with a variety of fun and engaging opportunities for learning and growth. Support from the BCGCP Initiative would support significant expansion of program services to teens throughout the Prosser community. All activities and programs offered by the Boys & Girls Club are focused around the organization's three priority outcomes of Academic Success, Healthy Lifestyles, and Good Character & Citizenship. Teen Program expansion would allow for program staff to receive training on how to more effectively implement quality programming, and would increase the variety of valuable program opportunities offered at the Prosser Club. The Club will also have the increased capacity to provide more teen late-night events throughout the year and an increased number of experiential learning field trips exclusively for teens.

Teens will have the opportunity to participate in many leadership and volunteer programs to develop skills and grow in ways they may not be able to in a traditional school setting. A few of these programs include Keystone Club: a teen-led community service club, Youth of the Year: the Club's premier recognition and scholarship program developing public speaking, writing, and interviewing skills, CareerLaunch: a career exploration program, and Junior Staff: a program empowering teens to become leaders within their Club community. Program expansion will allow for Club staff to be formally trained to implement programs through the Boys &

Girls Clubs of America and other prevention programs through other organizations. In addition to formal training, the Prosser Club would also be able to purchase their own sets of program curriculum and have them promptly available for use.

Funding from the BCGCP Initiative would also allow for Prosser teens to participate in more experiential learning field trips both locally and throughout the Pacific Northwest. These field trips will include local and regional college tours, career exploration field trips throughout the community, and other fun trips as program incentives. Late-night Club events after hours serve as a great way for local youth to build relationships and spend their evenings in a safe and productive environment.

Teen Programs are a unique aspect of Boys & Girls Club programming as teen interests are constantly evolving and changing. In order to ensure that the Prosser Club's Teen Program is providing local teens with innovative, fun, and meaningful programming it is essential that we invest resources into program enhancements and expansion.



Above: Research from the US Office of Juvenile Justice and Delinquency Prevention (OJJDP) demonstrates the increase in violent juvenile crime on school days during the hours immediately following school dismissal.

REPORTING PERIOD:

PROGRAM: Prosser Teen Program Investment

PROGRAM HIGHLIGHTS/NARRATIVE:

<Brief program highlights & significant events that have occurred during the reporting period>

PROGRAM DATA & MEASURABLES:

MEASURABLES	PROGRESS TO DATE
Enroll at least 55 teen members by 12/31/2016.	
Maintain average daily attendance (ADA) of at least 8 teens per day during summer program months. (June -August)	
Maintain average daily attendance (ADA) of at least 15 teens per day during school-year program months. (September - December)	
Teens attend Boys & Girls Club at least two days per week, on average each month during school-year program months. (September – December)	

Prosser Teen Program Investment (August - December 2016)**Exhibit C**

Item	Description	
Personnel Expenses		
Branch & Program Director	Administrative oversight 16 hrs per week x \$25 per hour	\$ 400.00
Grants & Outcomes Coordinator	Administrative grant management 2 hrs per week x \$20 per hour	\$ 40.00
Director of Operations	4 hrs per week x \$30 per hour	\$ 120.00
Teen Coordinator	Planning, preparing, & implementing programs 35 hrs per week x \$14 per hour	\$ 490.00
Program Support Staff	Second staff 20 hrs per week x \$12 per hour	\$ 240.00
	Subtotal:	\$ 1,290.00
Benefit Allocation	15% (PT and FT average)	\$ 193.50
	Weekly Expense:	\$ 1,483.50
	Total Personnel Expenses (22 weeks)	\$ 32,637.00
Supplies		
Program Supplies	Average of \$350 per month x 5 months to run variety of teen programs	\$ 1,750.00
Participation Incentives	\$100 per month x 5 months	\$ 500.00
Teen Late Nights	\$150 per event x 2 events per month x 5 months	\$ 1,500.00
Snacks	Daily healthy snacks	\$ 4,875.00
Office Supplies	\$15 per month	\$ 75.00
	Supply Expenses:	\$ 8,700.00
Other		
Field Trip Expenses	Experiential Learning opportunities	\$ 3,125.00
Fuel for Field Trips	\$50 per month x 5 months	\$ 250.00
Staff Training	Staff Development and program training	\$ 2,200.00
Program Curriculum	Prevention program curriculum and various sets from Boys & Girls Clubs of America	\$ 3,000.00
Rent	\$100 per month x 5 months	\$ 500.00
Utilities	Monthly utilities \$700 per month x 5 months	\$ 3,500.00
Printing & Postage	\$25 per month x 5 months	\$ 125.00
	Other Expenses:	\$ 12,700.00
	Expense Total:	\$ 54,037.00

The Boys & Girls Clubs of Benton and Franklin Counties appreciates your consideration of a \$40,000 investment in the Prosser Club's Teen Program.

For inquiries please contact:

Brian Ace, Executive Director

brian.ace@kidexpert.org

Andrea Locati, Director of Operations

andrea@kidexpert.org

Dena Lodahl, Branch Director

dena.lodahl@kidexpert.org

k. Purchase Authorization for Seven
(7) Smith and Wesson M&P15
Rifles for Sheriff's Office

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>Aug. 9, 2016</u>	Execute Contract	_____
Subject: <u>Purchase Resolution</u> <u>for S&W Rifles</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

Per Resolutions 2015-626, 2016-304, and 2016-355 the Board of Benton County Commissioners approved the Budget Adjustment to the 2015-2016 Public Safety Tax Fund No. 148-101, Department 121 to pay for expenditures associated with wages, benefits, and equipment for four (4) Sheriff's Deputies, (1) Metro Drug Task Force Detective, and (2) Detectives.

There is a need for weapon equipment for the new positions that have already been hired, to include those who will be hired in the near future.

The Sheriff's Office solicited twelve (12) vendors listed on the MRSC Vendor's List under Police Supplies for the purchase of seven (7) Smith & Wesson M&P15 assault rifles with only the following two companies responding:

- ProForce Law Enforcement, Prescott, AZ - \$5,723.46 including WSST
- Gunarama Wholesale, Inc., Spokane, WA - \$5,769.92 including WSST

RECOMMENDATION

Approve the attached Resolution authorizing the purchase of seven (7) Smith and Wesson M&P15 Rifles for the Benton County Sheriff's Office.

FISCAL IMPACT

Said expenditures shall be paid out of the Public Safety Tax Fund No. 0148-101, Department 121, as authorized in Resolution 2015-626, 2016-304, and 2016-355.

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF SEVEN (7) SMITH AND WESSON M&P15 RIFLES FOR THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, per Resolution 2015-626, 2016-304, and 2016-355 the Board of Benton County Commissioners approved the Budget Adjustment to the 2015-2016 Public Safety Tax Fund No. 148-101, Department 121 to pay for expenditures associated with wages, benefits, and equipment for four (4) Sheriff's Deputies, (1) Metro Drug Task Force Detective, and (2) Detectives; and

WHEREAS, there is a need for weapon equipment for the new positions that have already been hired, to include those who will be hired in the near future; and

WHEREAS, the Sheriff's Office solicited the following twelve (12) vendors listed on the MRSC Vendor's List under Police Supplies for the purchase of seven (7) Smith & Wesson M&P15 assault rifles with the following results:

- ProForce Law Enforcement, Prescott, AZ - \$5,723.46 including WSST
- Gunarama Wholesale, Inc., Spokane, WA - \$5,769.92 including WSST
- 911 Supply, Keizer, OR – Did not respond
- Accurate Installation & Design, Everett, WA – Did not respond
- Amercare Products, Inc., Woodinville, WA – Did not respond
- Auto Additions, Inc., Salem, OR – Did not respond
- Bob Barker Company, Fuquay-Varina, NC – Did not respond
- Cascade Fire & Safety LLC, Yakima, WA – Did not respond
- Columbia Safety, LLC, West Richland, WA – Did not respond
- Intravaia Investigations LLC, Shoreline, WA – Did not respond
- Larsen Firearms, Pasco, WA – Did not respond
- SAFS, Inc., Tacoma, WA – Did not respond

WHEREAS, ProForce Law Enforcement, Prescott, AZ came in as the lowest responsive bidder in the amount of \$5,723.46 including WSST; and

WHEREAS, the Benton County Sheriff's Office reviewed the quotes for completeness and recommends awarding the purchase of seven (7) Smith & Wesson M&P15 assault rifles to ProForce Law Enforcement, Prescott, AZ in the amount of \$5,723.46 including WSST as the company who provided the lowest proposal; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County Washington, hereby awards the purchase seven (7) Smith & Wesson M&P15 assault rifles to ProForce Law Enforcement, Prescott, AZ in the amount of \$5,723.46 including WSST, plus any applicable shipping fees.

Dated this _____ day of _____, 2016

Chairman of the Board

Member

Attest.....
Clerk of the Board

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Orig: Sheriff's Office
cc: Auditor, Purchase file, ProForce Law Enforcement

Prepared by: L. Small

PROFORCE LAW ENFORCEMENT

3009 North Highway 89
Tel: (928) 776-7192
sales@proforceonline.com
FFL # 9-86-025-01-4G-00508

Prescott, AZ 86301
Fax: (928) 445-3468
www.proforceonline.com

P R I C E	QUOTE#	PAGE
	317607	1
Q U O T E	SHIP DATE	
	A.S.A.P.	

SOLD
TO

BENTON COUNTY SHERIFF'S OFFICE
7122 W. OKANOGAN PLACE, BLDG B

KENNEWICK WA 99336

SHIP
TO

BENTON COUNTY SHERIFF'S OFFICE
DETECTIVE RICK WASHBURN
7122 W OKANOGA PL #2
KENNEWICK WA 99336

509-222-3784

JOB #	DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
NA	07/08/16	037857	A	CURTIS WHEELER	FX G-FOB ORIGIN	
QTY. QUOTED	ITEM NO./DESC.			UNIT PRICE	UOM DISC.	NET PRICE
7	311000 S&W M&P15 223 SA RFL 16IN 30RD			752.8900	EA .00	5,270.23
1	XFET THIS ITEM FET OUT			.0000	EA .00	.00
<p>IMPORTANT NOTICES: This quotation is based on the issuance of a department purchase order, F.A.E.T. Exemption, payment by check in 30 days (unless otherwise agreed) and in stated quantities. ATF or the manufacturer may require additional forms. Sample forms may be found at: http://www.ProForceonline.com/forms.htm</p> <p>Ordering Instructions: Please fax a copy of the department purchase order and F.E.T. form to (928)445-3468. PLEASE MAIL ORIGINALS to ProForce Law Enforcement, 3009 N. Hwy 89, Prescott, AZ 86301.</p> <p>Standard Terms are Net 30 days. If department policy does not allow for partial shipments and payments, separate purchase orders for each item will be necessary.</p> <p>Standard manufacturer's warranty applies to all department purchases unless otherwise specifically noted.</p> <p>This quote is valid for 45 days from the date of issue,</p>						
COMMENT						
TERMS						

PROFORCE LAW ENFORCEMENT

3009 North Highway 89
Tel: (928) 776-7192
sales@proforceonline.com
FFL # 9-86-025-01-4G-00508

Prescott, AZ 86301
Fax: (928) 445-3468
www.proforceonline.com

P R I C E	QUOTE#	PAGE
	317607	2
Q U O T E	SHIP DATE	
	A.S.A.P.	

SOLD
TO

BENTON COUNTY SHERIFF'S OFFICE
7122 W. OKANOGAN PLACE, BLDG B

KENNEWICK WA 99336

SHIP
TO

BENTON COUNTY SHERIFF'S OFFICE
DETECTIVE RICK WASHBURN
7122 W OKANOGA PL #2
KENNEWICK WA 99336

509-222-3784

JOB #	DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
NA	07/08/16	037857	A	CURTIS WHEELER	FX G-FOB ORIGIN	

QTY. QUOTED	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
	<p>pending credit approval, and is subject to manufacturer's availability and price change. Please call (800) 367-5855 if this bid is still pending on the expiration date for updated pricing.</p> <p>A 20% restocking fee will apply to all returned goods. Please call us for a return authorization number. IMPORTANT: To order from this quotation, please sign below, attach Purchase Order, and email to: sales@proforceonline.com</p> <p>-</p> <p>-</p> <p>Printed Name: _____</p> <p>-</p> <p>Date: _____ P.O.: _____</p> <p>-</p> <p>Signature: _____</p>			

<p>COMMENT FOR RICK WASHBURN <u>RICHARD.WASHBURN@CO.BENTON.WA.US</u> BY TRISH FIELDSON</p> <p>TERMS DUE NET 30 DAYS</p>	<p>SALES AMOUNT 5,270.23</p> <p>8.600% SALES TAX 453.23</p> <p>SUB TOTAL 5,723.46</p>
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GW-LE

Gunarama Wholesale Inc Law Enforcement Equip.

Law Enforcement Firearms ~ Ammunition ~ Accessories ~

Joe O'Farrell, Sales
4009 E. Mission Ave - Spokane, WA. 99202

Tel 509-535-3040 ext.111
Toll free 800-223-2520 ext.111

Benton Co. Sheriff's Office
Attn: Lisa Small
7122 W. Okanogan Pl., #B
Kennewick, WA 99336

Phone: 509-783-1310 Ext 3802
Email: Lisa.Small@co.benton.wa.us

QUOTATION

Date 7/28/2016
Valid to 28-Oct-16
Quote # BCSO7282016
Page 1 of 1
Reference #

Est. Delivery Date: 6-9 months ARO Delivery Via: Best Way

Item #	Qty	Description	Unit Cost	Extension
1	7	Smith & Wesson M&P15 #311000-LE .223/5.56 caliber, 16" bbl, Removable carry handle, A2 front sight, 1-30 round magazine <i>Federal Excise Tax Exemption Form and Dept. P.O. Required</i>	\$759.00	\$5,313.00
		Freight		
		Sub total		\$5,313.00
	1	Wa. Sales Tax @8.6%		\$456.92

Departmental prices do not include sales tax or FET (where applicable).

Departmental prices are Net 30 days for each invoice.

Deductions will be made if trade-in weapons are damaged or not as specified.

Trade-in pistols must be complete with three magazines, sights and grips,

unless otherwise noted.

Shipping Costs of Trade-in Weapons are the Department's Responsibility.

Trade-in weapons must be turned in within 30 days after receipt of new

pistols unless other arrangements are made.

Manufacturer's Warranty ONLY applies to all products, if so warranted.

Total \$5,769.92

Joe O'Farrell

Authorized Signature - Joe O'Farrell

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	<u>8-9-2016</u>	Execute Contract	_____
Subject:	<u>Memorandum of Understanding with DNR</u>	Pass Resolution	<u>XX</u>
Prepared by:	<u>MSR</u>	Pass Ordinance	_____
Reviewed by:		Pass Motion	_____
		Other	<u>XX</u>
		Consent Agenda	<u>XX</u>
		Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____

BACKGROUND INFORMATION

Washington Administrative Code (WAC) 332-120-030 requires that any person who will destroy, remove or cover a survey monument first file a permit to do so with the Department of Natural Resources. This is to ensure that surveyors who come looking for the monument at a later date will have a record of what happened to it.

Many Counties, as part of their regular maintenance operations, frequently cover survey monuments. For example Benton County performs chip seal annually and temporarily covers several hundred survey monuments in the process. DNR recognizes that it is impractical to file a permit for each monument covered, particularly when the monument will only be covered for a matter of days. In order to remain in compliance with the WAC, but reduce the work load filing permits, DNR and several Counties and County Associations have come up with a memorandum of understanding as to how this situation will be handled.

SUMMARY

The County is required under state law to file a permit any time it covers a survey monument, even if only temporarily. The Department of Natural Resources has prepared an MOU that allows for more expedient reporting of covered monuments.

RECOMMENDATION

Staff recommends that the Board approve the MOU and authorize the County Engineer to sign it on behalf of Benton County.

FISCAL IMPACT

Significant staff time will be saved in filing permits for temporarily covered monuments. While not a direct savings it allows that time to be invested on other areas.

MOTION

Approve as part of the consent agenda

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

IN THE MATTER OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES PUBLIC LAND SURVEY OFFICE AND BENTON COUNTY

WHEREAS, the County is required under Washington Administrative Code to file a permit to cover, remove or destroy any land survey monument, and

WHEREAS, the County regularly covers monuments on a temporary basis as part of its chip sealing operations necessitating numerous permits to be filed, and

WHEREAS, the Department of Natural Resources along with several Counties recognize the need to expedite the process of covered monument reporting in relations to chip seal operations, and

WHEREAS, the parties have prepared a Memorandum of Understanding outlining a simplified reporting process, and

WHEREAS, the County Engineer deems it in the best interest of the County to execute the Memorandum of Understanding as prepared; **NOW THEREFORE**,

BE IT RESOLVED that the Board of County Commissioners hereby approve the Memorandum of Understanding between the State of Washington Department of Natural Resources Public Land Survey Office and Benton County as presented, and

BE IT FURTHER RESOLVED that the County Engineer is authorized to execute said memorandum of understanding on behalf of Benton County.

Dated this 9th day of August 2016.

Attest: _____

Clerk of the Board

Chairman

Chairman Pro-Tem

Member

Constituting the Board of County
Commissioners of Benton County, Washington

MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES PUBLIC LAND SURVEY OFFICE
AND BENTON COUNTY

I. GENERAL INFORMATION:

This Memorandum of Understanding (MOU) is between the State of Washington, Department of Natural Resources, Public Land Survey Office, hereinafter referred to as the PLSO, and BENTON COUNTY, whose address is 620 Market St., Prosser, WA 99350, hereinafter referred to as the County.

II. PURPOSE:

The purpose of this MOU is to cooperatively promote a reasonable method of survey monument preservation throughout the Bituminous Surface Treatment process, hereinafter referred to as chip seal, without having to submit an Application for Permit to Remove or Destroy a Survey Monument, per 332-120-030 WAC.

III. RESPONSIBILITIES OF PARTIES:

It shall be the responsibility of the County to provide notification to the PLSO, of the proposed annual chip seal projects within the County and to ensure that all land boundary survey monuments within the project area are located and protected. All land boundary survey monuments shall be uncovered and made useable as soon as possible upon completion of chip seal activities or within 14 days. The County shall notify PLSO, in an annual report, when the affected monuments are uncovered and usable. April 1 shall be the reporting of uncovered monuments for the previous year, December 31 shall be reporting of proposed annual chip seal projects for the upcoming year. Reporting shall be a map showing locations, or a spread sheet listing by mile post the project limits, or a cover letter on letterhead including chip seal reporting to the County Road Administration Board. Enacting and complying with the requirements of this MOU will eliminate the County's responsibility to file a Permit to Remove or Destroy a Survey Monument, in regards to chip seal projects only.

PLSO will keep a copy of the County's proposed chip seal projects and completion notification on file. This file will be made available upon request to verify that the County has fulfilled the requirements of the MOU.

IV. SUBSIDIARY AGREEMENTS:

Additional working agreements, regarding specific cooperative efforts, if needed, shall be effected in writing by both parties as the need arises.

V. AMENDMENTS AND REVIEW:

This MOU may be amended at any time by the mutual written consent of the parties concerned or terminated with thirty (30) days written notice by either party. It may be subject to reconsideration at such other times as may be required and as agreed to by the parties entering into the MOU.

VI. NATURE OF AGREEMENT

This MOU is intended to facilitate the statutory obligations imposed upon the various counties and the State of Washington with respect to the preservation of survey monuments. This MOU is intended only as a cooperative mechanism. It is not intended to be a binding contract which is subject to enforcement in a court of law. There would be no remedy for breach of this MOU.

It is understood that professionally licensed engineers and land surveyors hold themselves to the professional standards of conduct as outlined in Chapter 196-27A WAC "Rules of Professional Conduct and Practice".

This MOU must be signed by all partners. Signatories must be officially authorized to sign on behalf of the agency, include title and agency name.

APPROVED:

BENTON COUNTY

DEPARTMENT OF NATURAL RESOURCES

Matt Rasmussen, PE, County Engineer

Kristina Horton, PLS, Manager of the PLSO

Signature

Signature

Date

Date

Address

Address

Phone

Phone

**m. Traffic Control on County Roads
re Speed Limit – Summit View**

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION</u>	
Meeting Date :	August 9, 2016	Execute Contract :	_____
Subject :	Traffic Control	Pass Resolution :	X
Prepared by :	slc	Pass Ordinance :	_____
Reviewed by :	M. Rasmussen	Pass Motion :	_____
		Other :	_____
		Consent Agenda :	X
		Public Hearing :	_____
		1st Discussion :	_____
		2 nd Discussion :	_____
		Other :	_____

BACKGROUND INFORMATION

The plat of Summit View Phase 9 & 10 has been completed and the roads within the subdivision have been accepted for maintenance by Benton County. The current speed by default is 50 mph on County Roads. Formal speed limits need to be established for these roads.

Sagebrush Road and Clearview Lane are through residential roads. The appropriate speed limit would be 35 mph to remain consistent with similar roads in the area.

Wallowa Road and Harper Mae Court are residential roads with no outlets. The appropriate speed limit would be 25 mph which is consistent with similar residential roads in the area that serve local traffic only.

RECOMMENDATION

Establish speed limits of 35 mph on Sagebrush Road and Clearview Lane and 25 mph on Wallowa Road and Harper Mae Court.

FISCAL IMPACT

Normal and routine traffic control included in the budget.

MOTION

Adoption of consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF TRAFFIC CONTROL ON CERTAIN COUNTY ROADS RE: SPEED LIMITS ON COUNTY ROADS

WHEREAS, the plat of Summit View Phase 9 & 10 has been completed and the roads within the subdivision have been accepted for maintenance by Benton County; and

WHEREAS, the County Engineer recommends placing speed limits on said County roads based on the character of the roads; and

WHEREAS, the Board of County Commissioners of Benton County, Washington, is desirous of making certain restrictions on the traffic using the County Roads designated below in the protection of life, health, safety, welfare and convenience of the inhabitants of the County; **NOW, THEREFORE,**

BE IT RESOLVED by the Board of County Commissioners of Benton County, Washington, that the traffic control on County Roads shall be as follows:

It shall be unlawful for the operator of any vehicle to operate the same in excess of 35 mph on the following roadways:

- Sagebrush Road** – Summit View Drive to Reata
- Clearview Lane** – Summit View Drive to Sagebrush Road

It shall be unlawful for the operator of any vehicle to operate the same in excess of 25 mph on the following roadways:

- Wallowa Road** – Clearview Lane to end of County road
- Harper Mae Court** – Sagebrush Road to end of cul-de-

Dated this 9th day of August, 2016.

Chairman of the Board.

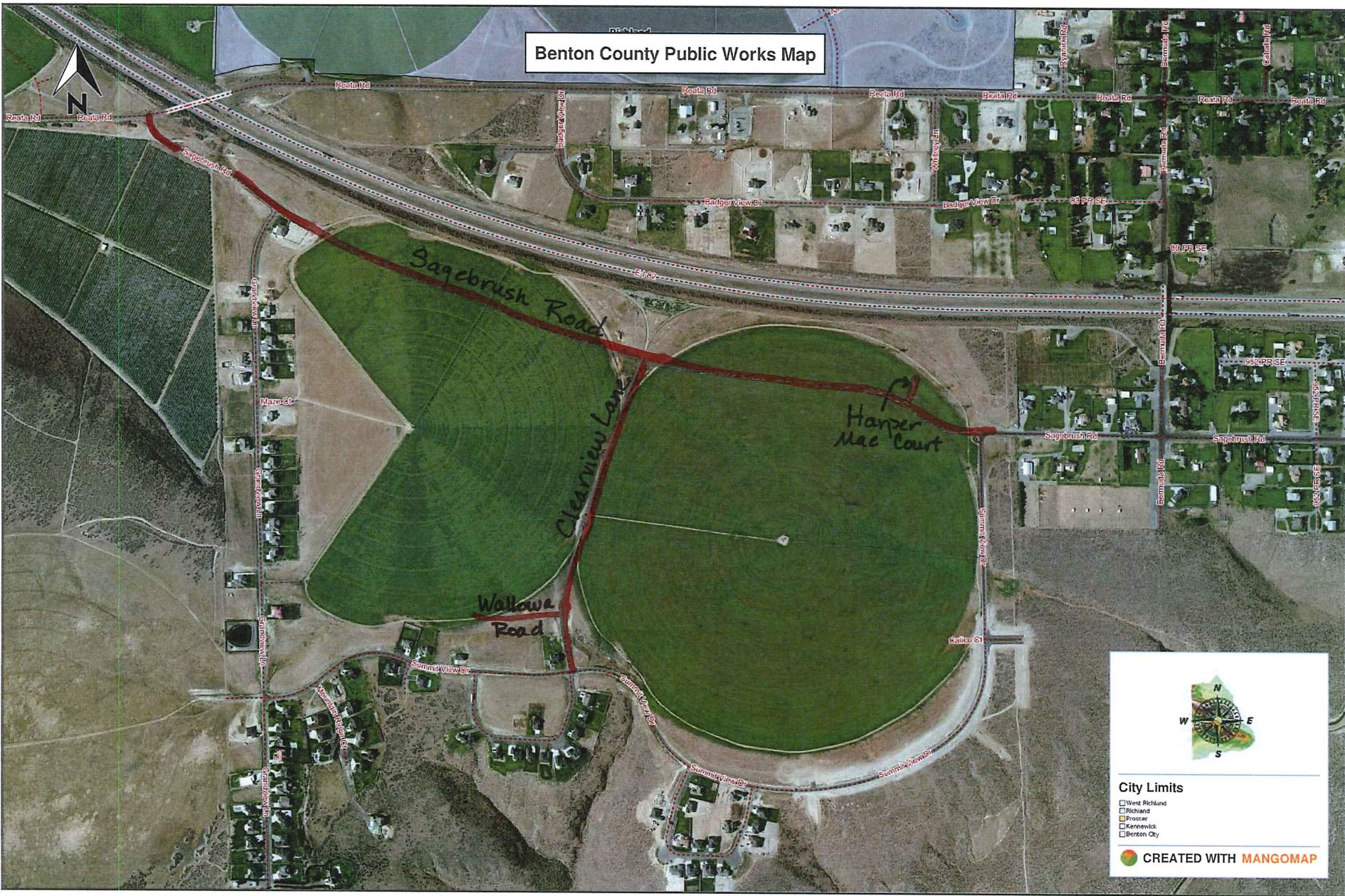
Chairman Pro-Tem.

Member.

Attest : _____
Clerk of the Board

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

Benton County Public Works Map



City Limits

- Wheeler
- Richland
- Prosser
- Kernewick
- Benton City

CREATED WITH MANGOMAP

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION</u>	
Meeting Date :	August 9, 2016	Execute Contract :	
Subject :	Traffic Control	Pass Resolution :	X
Prepared by :	slc	Pass Ordinance :	
Reviewed by :	M. Rasmussen	Pass Motion :	
		Other :	
		Consent Agenda :	X
		Public Hearing :	
		1st Discussion :	
		2 nd Discussion :	
		Other :	

BACKGROUND INFORMATION

The County Engineer has identified roads in the vicinity of Bent Road which are residential. The current speed by default is 50 mph on County Roads. Formal speed limits need to be established for these roads.

The appropriate speed limit would be 25 mph which is consistent with similar residential roads in the area that serve local traffic only.

The roads that need speed limits set are:

Bent Road, Chelsea Road, Holly Road, Clover Road, Levi Street, Levi Court, Tyler Court and Manzanita Court.

See attached vicinity map for locations.

RECOMMENDATION

Establish speed limits of 25 mph on Bent Road, Chelsea Road, Holly Road, Clover Road, Levi Street, Levi Court, Tyler Court and Manzanita Court.

FISCAL IMPACT

Normal and routine traffic control included in the budget.

MOTION

Adoption of consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF TRAFFIC CONTROL ON CERTAIN COUNTY ROADS RE: SPEED LIMITS ON COUNTY ROADS

WHEREAS, the County Engineer has identified roads in the vicinity of Bent Road which are residential streets; and

WHEREAS, the County Engineer recommends placing a 25 mph speed limit on these County roads based on the character of the roads; and

WHEREAS, the Board of County Commissioners of Benton County, Washington, is desirous of making certain restrictions on the traffic using the County Roads designated below in the protection of life, health, safety, welfare and convenience of the inhabitants of the County; **NOW, THEREFORE,**

BE IT RESOLVED by the Board of County Commissioners of Benton County, Washington, that the traffic control on County Roads shall be as follows:

It shall be unlawful for the operator of any vehicle to operate the same in excess of 25 mph on the following roadways:

- Bent Road** – Bermuda Road to Richland city limits
- Chelsea Road** – cul de sac to cul de sac
- Holly Road** – Bermuda Road to cul de sac
- Clover Road** – Rachel Road to Richland city limits
- Levi Street** – end of cul de sac to end of County road
- Levi Court** – Levi Street to end of cul de sac
- Tyler Court** – Clover Road to end of sul de sac
- Manzanita Court** – Bermuda Road to cul de sac

Dated this 9th day of August, 2016.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest : _____
Clerk of the Board

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

Benton County Public Works Map



Richland

Levi Court

Levi St

Holly Rd

Holly Rd

Holly Rd

Chelsea Rd

Chelsea Rd

Tyler Ct

Bermuda PR NE

Bermuda PR NE

Bent Rd

Clover Rd

Bent Rd

Clover Rd

Bent Rd

Bermuda Rd

Bermuda Rd

Bent Rd

Bermuda Rd

Clover Rd

Clover Rd

Clover Rd

Clover Rd

Bermuda Rd

Bermuda Rd

Bermuda Rd

Bermuda Rd

Agua Mansa Ct

Manzanita Ct



City Limits

- West Richland
- Richland
- Prosser
- Kennelwick
- Benton City

CREATED WITH MANGOMAP

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 B.C.V., INC. FOR THE HANKS ROAD ASPHALT REPAIR AND CR12 PATHWAY ASPHALT REPAIR PROJECT – C.E. 2006 SMP AND 2007 SMP

WHEREAS, by Resolution 2016-569 dated July 19, 2016, an award was made to B.C.V., Inc., Burbank, 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 \$32,000.00 has been executed by B.C.V., 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 July 19, 2016 to B.C.V., Inc., in the amount of \$32,000.00 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 and CR12 Pathway Asphalt Repair project according to the terms of the contract; and

BE IT FURTHER RESOLVED, the Hanks Road and CR12 Pathway Asphalt Repair project – C.E. 2006 SMP and CE 2007 SMP shall be completed in its entirety in 15 working days.

Dated this 9th day of August, 2016.

Chairman.

Chairman Pro-Tem.

Attest: _____
Clerk of the Board

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

**PUBLIC WORKS CONTRACT
TERMS AND CONDITIONS**

**C.E. 2006 - HANKS ROAD ASPHALT REPAIR AND
C.E. 2007 - CR 12 ASPHALT REPAIR**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and B.C.V., Inc., with its principal offices at 1089 W. Sunset Drive, Burbank, WA 99323, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

- a. Exhibit A - Special Provisions, Plans, and the Proposal
- b. Exhibit B - Washington State Prevailing Wage Rates for Public Works Contracts.
- c. Exhibit C - Instructions to Bidders.

2. DURATION OF CONTRACT

The term of this Contract shall begin on the date last signed and shall expire when the State agencies have issued Certificates of Releases against this contract. Physical completion of the contract shall begin on the Notice to Proceed date and shall be complete in 15 working days.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. The CONTRACTOR agrees to provide asphalt repair by patching with the specified material, crack sealing and when required to include traffic control. In the event that the requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with the other contractor. In the event that the requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any

labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur. Thereafter, upon completion of services, Contractor shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY representative or his designee prior to Contractor leaving the work site.

- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work within 15 working days and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR:

Brett Manning
1089 W. Sunset Dr.
Burbank, WA 99323
Phone: 509-521-8528
Email: brett.bcvinc@gmail.com

- b. For COUNTY:

Bryan Thorp, Project Manager
P. O. Box 1001
Prosser, WA 99350
Phone: 509-786-5611
Email: bryan.thorp@co.benton.wa.us

5. COMPENSATION

- a. The CONTRACTOR shall be paid for the amount of asphalt patching and crack sealing material placed, along with traffic control by

the hour as provided in Section 3 in accordance with the following rates. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.

- b. The total amount payable by the COUNTY to the CONTRACTOR under this Contract is not to exceed Thirty-Two Thousand Dollars (\$32,000.00). Any dollar amount above the maximum payable amount will only be approved with an amendment to this Contract. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages in a form approved and certified by the Washington State Department of Labor and Industries directly 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 in compliance with prevailing wage requirements, pre-certified by the Department of Labor and Industries, directly to COUNTY'S contract representative. Such affidavit shall be in a form approved by the Washington State Department of Labor and Industries. No final payment will be made until such affidavit is provided.

6. INVOICING

The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, the date of service and shall also reference the work order provided to COUNTY as required in Section 3 "Services Provided" above. At such time as the first invoice is submitted, or any time thereto, CONTRACTOR, as well as all sub-contractors and sub-sub-contractors which are employed by the CONTRACTOR for the work contemplated by this Contract, shall submit a Statement of Intent to Pay Prevailing Wages in the form and manner required by RCW 39.12.040 to COUNTY'S representative. The CONTRACTOR shall not be paid for services rendered under this Contract until a Statement of Intent to Pay Prevailing Wages has been executed and submitted as required above by all required parties and the services have been performed to the COUNTY'S satisfaction. COUNTY shall only be liable to pay for invoiced amounts that are detailed and supported as described in this Section. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY; and will remit payment, less any retainage or other legally withheld funds, for the accepted work within thirty (30) days after receiving the invoice.

PROVIDED that for each invoiced and approved progress payment, COUNTY shall withhold from the earned portion of that payment (i.e. excluding sales or other tax) 5% as retainage pursuant to RCW 60.28.011, subject to all further provisions of the remainder of RCW chapter 60.28. Within

ten (10) days following the execution of this Contract, CONTRACTOR shall submit written notice stating its election of the method of holding of the moneys retained, pursuant to RCW 60.28.011(4). If such written election is not received, then the COUNTY may choose any of the allowed manners of holding the moneys allowed by RCW 60.28.011(4) (a)-(c).

7. AMENDMENTS AND CHANGES IN WORK

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

8. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the County. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents. In the event of the concurrent negligence of the CONTRACTOR, its subcontractors, employees or agents, and the COUNTY, its employees or agents, this indemnification obligation of the CONTRACTOR shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR, its subcontractors, employees and agents.
- b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited

in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 8 shall survive termination and expiration of this Contract.**

- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into this Contract, are reflected in the CONTRACTOR'S compensation, and have been mutually negotiated by the parties.

9. INSURANCE

The CONTRACTOR shall obtain and maintain continuously, the following insurance:

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

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

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

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

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

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

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

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

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

- c. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form

Number CA0001 or equivalent) covering any auto (Symbol 1), or if the Contractor has no owned autos, hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars (\$1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims 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 COUNTY, its elected and appointed officers, officials, employees and agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All

liability insurance required under this Contract shall be written on an Occurrence Policy form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy 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, other than Professional Liability, Auto Liability and Workmen's Compensation, shall specifically include the COUNTY, 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 COUNTY. Any insurance or self-insurance maintained by the COUNTY, 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 County's Contract Representative referenced in Section 4.

3. All written notices under this Section 9 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

10. PERFORMANCE AND PAYMENT BONDS

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

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.

- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

13. INSPECTION OF BOOKS AND RECORDS

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

14. CHOICE OF LAW AND JURISDICTION

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

15. SUCCESSORS AND ASSIGNS

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

16. TERMINATION

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

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

17. COMPLIANCE WITH LAWS AND PREVAILING WAGES

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

18. NONDISCRIMINATION

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

19. DISPUTES

Disputes over the CONTRACTOR's performance shall be promptly addressed in writing by the aggrieved party in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

20. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

21. ENTIRE AGREEMENT

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

22. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4 above. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be effective three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

23. SEVERABILITY

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

24. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR regarding the work performed under this Contract may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of

such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend any regularly scheduled purge schedule.

25. PUBLIC RECORDS ACT

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

26. SURVIVABILITY

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

27. CONFIDENTIALITY

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

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

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

Date: _____

Date: 7/26/16

Benton County

B.C.V., Inc.

Chairman
Benton County Commissioner


Signature

Approved as to Form

President
Title:



Civil Deputy Prosecuting Attorney

Brett Manning
PRINTED NAME

HANKS ROAD and CR12 PATHWAY ASPHALT REPAIR

SPECIAL PROVISIONS

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

The following items are supplements to various Sections of the *Standard Specifications for Road, Bridge and Municipal Construction*.

1. DESCRIPTION OF WORK

The work for this contract shall consist of asphalt patching with a specific patching material, crack sealing, and traffic control.

2. Time for completion of all work shall be completed in 15 working days from the date stated in the notice to proceed.
3. The Contractor shall provide to the Engineer each day the amount of material placed that day.
4. Areas on Hanks Road, from County Line Road to Crosby Road, where the asphalt has delaminated and broken away from the sublayer of asphalt shall be patched as specified below.
5. All cracks on Hanks Road shall be sealed and all cracks smaller than $\frac{3}{4}$ inch on the Pathway shall be sealed. Cracks on the Pathway larger than $\frac{3}{4}$ inch shall be patched as specified below. Crack sealant shall be Nuvo CS Formulation C manufactured by Maxwell Products, Inc. or an approved equivalent that meets or exceeds all of the same testing requirements as the Nuvo product. All crack sealing material shall be leveled with the existing asphalt. All crack sealing will be paid by the contract bid item of "Crack Sealing" per Ton.
6. All cracks shall be cleaned immediately prior to application of sealant. Cracks shall be cleaned to a depth of one inch to one and one half inches (1"-1.5"). Cleaning shall remove all dirt, debris, sand, weeds, other organic matter and moisture. The cleaning operation shall not burn the existing pavement surface.

The contractor shall control their cleaning operation to ensure that debris from the crack being cleaned do not contaminate cracks already cleaned, contaminate cracks already sealed or cause damage to passing vehicles or surrounding property. The contractor shall remove all loose debris generated by cleaning from the roadway before the sealing operation begins.

The Contractor shall arrange their cleaning and application operation such that cleaning of the cracks occurs immediately in front of the application of sealant. All cracks that are cleaned shall be sealed within

one hour except cracks cleaned by hot air blasting shall be sealed within ten (10) minutes of cleaning. Traffic shall not be permitted to cross over cracks that have been cleaned.

The Contract shall provide equipment sized appropriately to maintain the sealant within the manufactures recommended temperature range throughout the project. The equipment shall continuously agitate the sealant to ensure uniform temperature distribution.

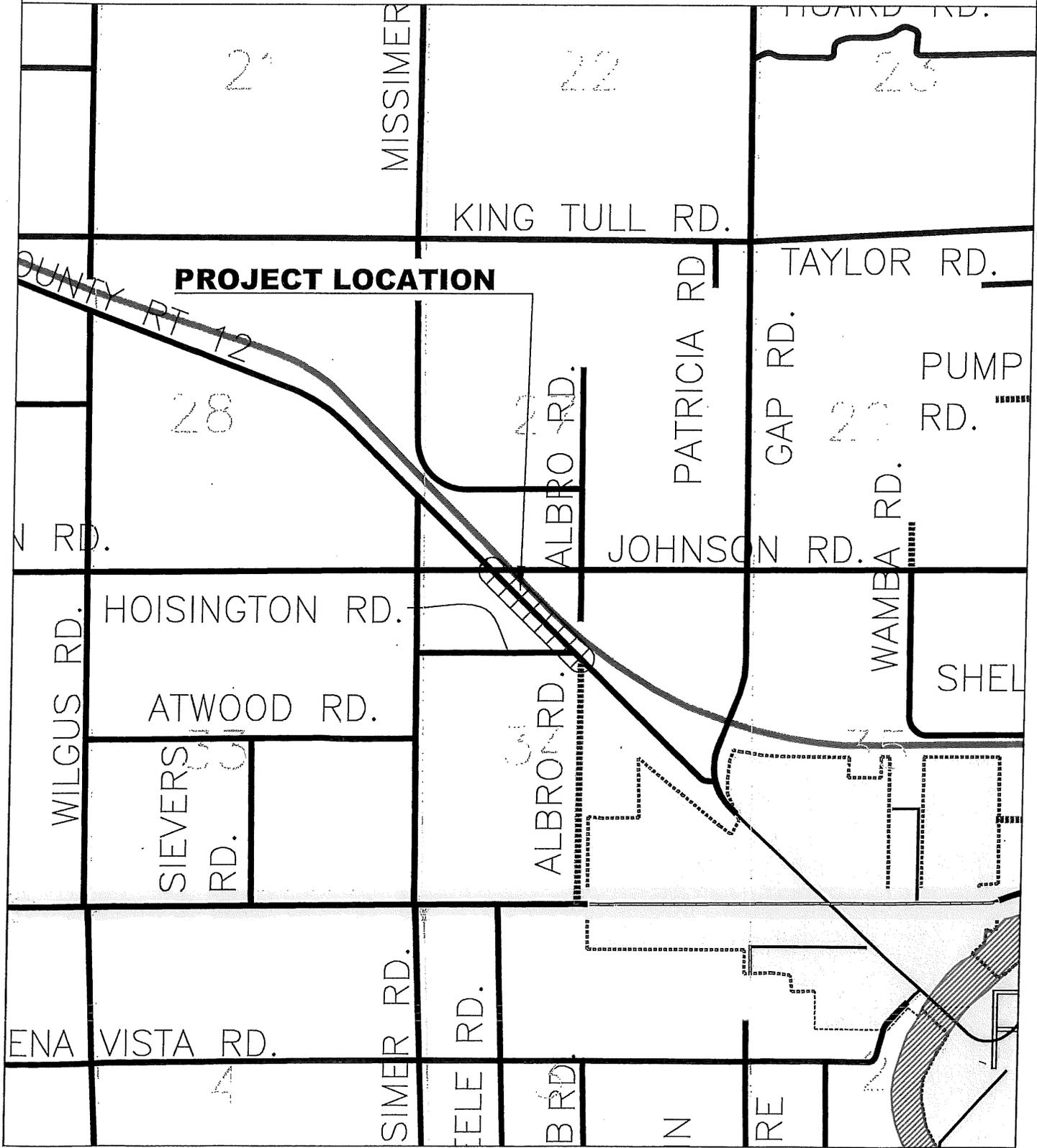
Sealant shall be placed directly in the crack, starting at one end and proceeding in one continuous motion to the other end of the crack. Sealant shall be applied from the bottom of the crack to the top. Sealant shall be level with the existing pavement surface when complete. Overfilling of cracks shall be avoided. Excess sealant material shall be struck or squeegeed off to provide a smooth surface. Cracks less than one quarter inch (1/4") shall be sealed with a band seal. The band shall be a uniform width not wider than three inches (3"). The thickness of the band shall not create a noticeable bump in the roadway.

The Engineer will periodically check adhesion by pulling up cooled sealant. Unbonded sealant shall be removed and the crack shall be resealed.

The Contractor shall prevent traffic from crossing sealed cracks until the sealant material has cured. The contractor may apply a De-tack material compatible with the sealant in order to open roads to traffic sooner. De-tack materials shall be approved by the Engineer and applied per the manufacturer's instructions.

7. The patching material shall be "CraftCo Polypatch Type III (FINE)" or an approved equal. All patching material shall be leveled out to a smooth surface with the existing asphalt. Areas to be patched shall be cleaned by removing any loose rock and asphalt. All asphalt patching will be paid by the contract bid item of "Asphalt Patching" per gallon.
8. The Contractor will maintain one way traffic at all times on Hanks Road during hours of work and shall have two way traffic during non working hours. Flagger shall not be required on the pathway. The work area on the pathway shall be coned off to get foot traffic past the work area. Traffic control will be paid by the contract bid item of "Flaggers" per hour.

OFFICE OF COUNTY ROAD ENGINEER
BENTON COUNTY
PROSSER, WASHINGTON
COUNTY ROUTE 12 PATHWAY
ASPHALT REPAIR
CE 2006 SMP



OFFICE OF COUNTY ROAD ENGINEER

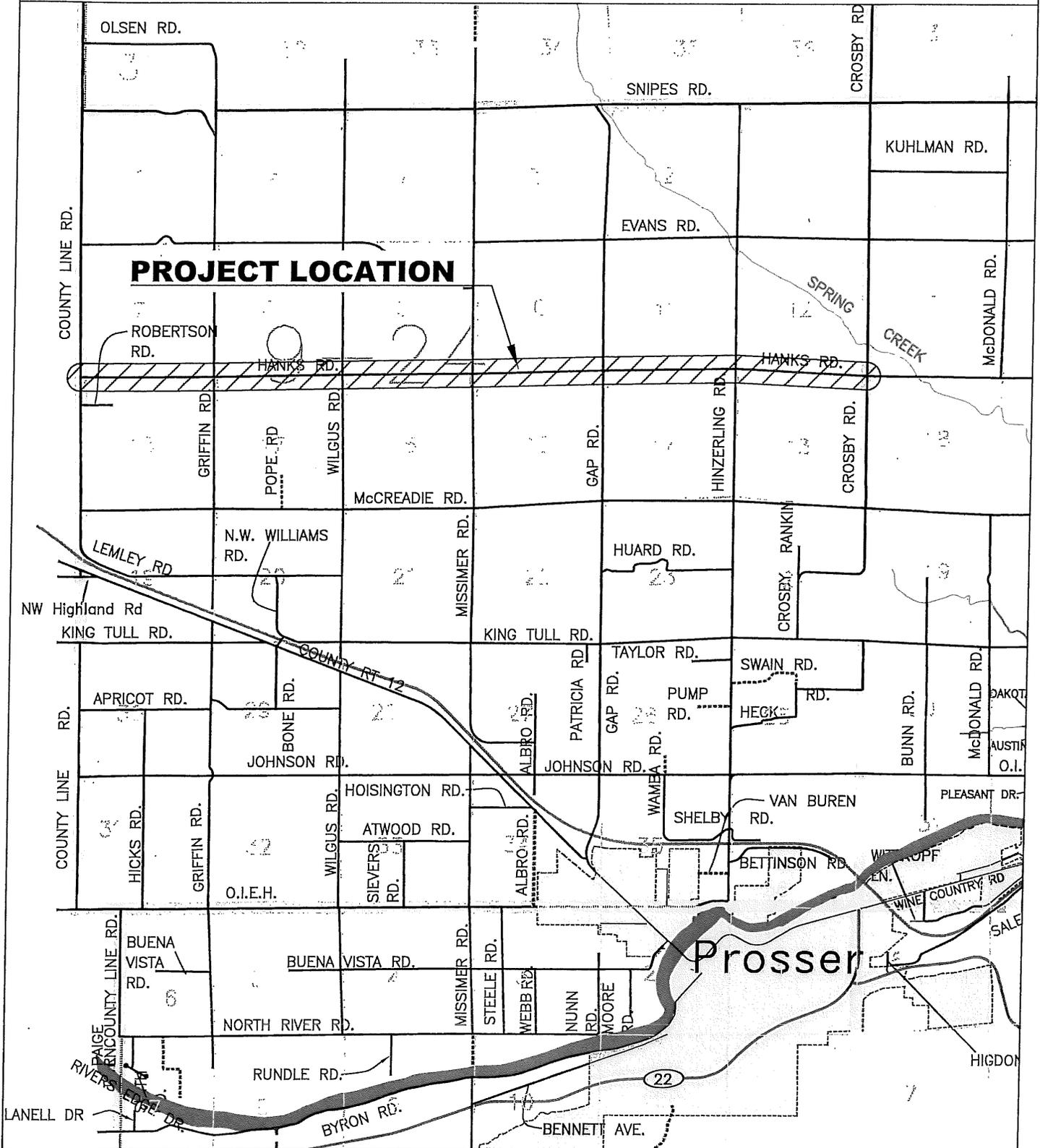
BENTON COUNTY

PROSSER, WASHINGTON

HANKS ROAD #22220

ASPHALT REPAIR

CE 2007 SMP



PROPOSAL

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

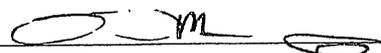
Gentlemen:

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 has read and thoroughly understands the plans, specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available, in accordance with the said plans, specifications and contract, and the following schedule of rates and prices:

(NOTE: Unit prices for all items, all extensions, and total amount of bid shall be shown. Show unit price and total amounts in figures only.)

ITEM NO.	APPROX. QUANTITY	UNIT	ITEM DESCRIPTION	PRICE PER UNIT		AMOUNT	
				Dollars	Cts	Dollars	Cts
1	LUMP SUM	L.S.	MOBILIZATION	500	00	500	00
2	4	TON	CRACK SEALING	2,950	00	11,800	00
3	650	Gal.	ASPHALT PATCHING	24	00	15,600	00
4	80	HR.	FLAGGERS	50	00	4,000	00
5	LUMP SUM	L.S.	SPCC PLAN	100	00	100	00
				SUBTOTAL		32,000	00
				TOTAL BID		32,000	00

Dated at 2:00 PM This 7th Day of July, 2016.

Signed:  Title: President

Printed Name: Brett Manning

Name of Company: B.C.V., Inc.

Address: 1089 W Sunset Dr, Burbank, WA 99323

Telephone: (509) 521-8528

State Contractor's License No.: BCVIN**994CF

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.

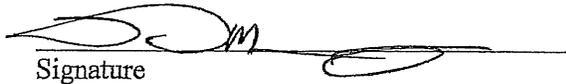
DATED this 7th day of July, 2016.

FIRM NAME: B. C. V., Inc.

ADDRESS: 1089 W Sunset Dr
Burbonk, WA 99323

TELEPHONE: (509) 821-8828

SIGNATURE OF AUTHORIZED OFFICIAL(S)


Signature

Brett Manning President
Print Name and Title

Signature

Print Name and Title

Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.

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.

EXHIBIT B

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

Washington State Prevailing Wage

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

Journey Level Prevailing Wage Rates for the Effective Date: 7/08/2016

County	Trade	Job Classification	Wage	Holiday	Overtime	Note
Benton	Asbestos Abatement Workers	Journey Level	\$36.01	5D	1H	
Benton	Boilermakers	Journey Level	\$64.29	5N	1C	
Benton	Brick Mason	Journey Level	\$44.94	5A	1M	
Benton	Building Service Employees	Janitor	\$9.47		1	
Benton	Building Service Employees	Shampooer	\$11.14		1	
Benton	Building Service Employees	Waxer	\$9.47		1	
Benton	Building Service Employees	Window Cleaner	\$9.47		1	
Benton	Cabinet Makers (In Shop)	Journey Level	\$15.51		1	
Benton	Carpenters	Carpenters	\$40.76	5A	1B	8N
Benton	Cement Masons	Journey Level	\$39.60	7B	1N	
Benton	Divers & Tenders	Diver	\$86.59	5A	1B	8A
Benton	Divers & Tenders	Diver on Standby	\$49.87	5A	1B	
Benton	Divers & Tenders	Diver Tender	\$48.17	5A	1B	
Benton	Divers & Tenders	Diving Master	\$58.71	5A	1B	
Benton	Divers & Tenders	Surface RCV & ROV Operator	\$48.17	5A	1B	
Benton	Divers & Tenders	Surface RCV & ROV Operator Tender	\$48.17	5A	1B	
Benton	Dredge Workers	Assistant Engineer	\$56.44	5D	3F	
Benton	Dredge Workers	Assistant Mate (Deckhand)	\$56.00	5D	3F	
Benton	Dredge Workers	Boatmen	\$56.44	5D	3F	
Benton	Dredge Workers	Engineer Welder	\$57.51	5D	3F	
Benton	Dredge Workers	Leverman, Hydraulic	\$58.67	5D	3F	
Benton	Dredge Workers	Mates	\$56.44	5D	3F	
Benton	Dredge Workers	Oiler	\$56.00	5D	3F	
Benton	Drywall Applicator	Journey Level	\$40.76	5A	1B	8N
Benton	Drywall Tapers	Journey Level	\$36.10	7E	1P	
Benton	Electrical Fixture Maintenance Workers	Journey Level	\$34.23		1	
Benton	Electricians - Inside	Cable Splicer	\$59.51	5A	1E	
Benton	Electricians - Inside	Journey Level	\$57.50	5A	1E	

Benton	<u>Electricians - Inside</u>	Welder	\$61.50	<u>5A</u>	<u>1E</u>	
Benton	<u>Electricians - Motor Shop</u>	Craftsman	\$15.37		<u>1</u>	
Benton	<u>Electricians - Motor Shop</u>	Journey Level	\$14.69		<u>1</u>	
Benton	<u>Electricians - Powerline Construction</u>	Cable Splicer	\$74.92	<u>5A</u>	<u>4D</u>	
Benton	<u>Electricians - Powerline Construction</u>	Certified Line Welder	\$65.71	<u>5A</u>	<u>4D</u>	
Benton	<u>Electricians - Powerline Construction</u>	Groundperson	\$44.12	<u>5A</u>	<u>4D</u>	
Benton	<u>Electricians - Powerline Construction</u>	Heavy Line Equipment Operator	\$65.71	<u>5A</u>	<u>4D</u>	
Benton	<u>Electricians - Powerline Construction</u>	Journey Level Lineperson	\$65.71	<u>5A</u>	<u>4D</u>	
Benton	<u>Electricians - Powerline Construction</u>	Line Equipment Operator	\$55.34	<u>5A</u>	<u>4D</u>	
Benton	<u>Electricians - Powerline Construction</u>	Pole Sprayer	\$65.71	<u>5A</u>	<u>4D</u>	
Benton	<u>Electricians - Powerline Construction</u>	Powderperson	\$49.16	<u>5A</u>	<u>4D</u>	
Benton	<u>Electronic Technicians</u>	Journey Level	\$11.00		<u>1</u>	
Benton	<u>Elevator Constructors</u>	Mechanic	\$85.45	<u>7D</u>	<u>4A</u>	
Benton	<u>Elevator Constructors</u>	Mechanic In Charge	\$92.35	<u>7D</u>	<u>4A</u>	
Benton	<u>Fabricated Precast Concrete Products</u>	Journey Level - In-Factory Work Only	\$9.96		<u>1</u>	
Benton	<u>Fence Erectors</u>	Fence Erector	\$29.15		<u>1</u>	
Benton	<u>Flaggers</u>	Journey Level	\$33.91	<u>7B</u>	<u>1M</u>	
Benton	<u>Glaziers</u>	Journey Level	\$24.39	<u>7E</u>	<u>1K</u>	
Benton	<u>Heat & Frost Insulators And Asbestos Workers</u>	Journey Level	\$52.89	<u>5K</u>	<u>1U</u>	
Benton	<u>Heating Equipment Mechanics</u>	Journey Level	\$54.56	<u>5A</u>	<u>1X</u>	
Benton	<u>Hod Carriers & Mason Tenders</u>	Journey Level	\$37.54	<u>7B</u>	<u>1M</u>	
Benton	<u>Industrial Power Vacuum Cleaner</u>	Journey Level	\$9.47		<u>1</u>	
Benton	<u>Inland Boatmen</u>	Journey Level	\$9.47		<u>1</u>	
Benton	<u>Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control</u>	Cleaner Operator, Foamer Operator	\$9.73		<u>1</u>	
Benton	<u>Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control</u>	Grout Truck Operator	\$11.48		<u>1</u>	
Benton	<u>Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control</u>	Head Operator	\$12.78		<u>1</u>	
Benton	<u>Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control</u>	Technician	\$9.47		<u>1</u>	
Benton	<u>Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control</u>	Tv Truck Operator	\$10.53		<u>1</u>	
Benton	<u>Insulation Applicators</u>	Journey Level	\$40.76	<u>5A</u>	<u>1B</u>	<u>8N</u>

Benton	<u>Ironworkers</u>	Journeyman	\$56.20	<u>7N</u>	<u>1O</u>	
Benton	<u>Laborers</u>	Air And Hydraulic Track Drill	\$36.55	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Asphalt Raker	\$36.55	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Asphalt Roller, Walking	\$36.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Brick Pavers	\$36.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Brush Hog Feeder	\$36.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Brush Machine	\$36.55	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Caisson Worker, Free Air	\$36.55	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Carpenter Tender	\$36.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Cement Finisher Tender	\$36.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Cement Handler	\$36.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Chain Saw Operator & Faller	\$36.55	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Clean-up Laborer	\$36.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Compaction Equipment	\$36.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Concrete Crewman	\$36.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Concrete Saw, Walking	\$36.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Concrete Signalman	\$36.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Concrete Stack	\$36.55	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Confined Space Attendant	\$36.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Crusher Feeder	\$36.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Demolition	\$36.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Demolition Torch	\$36.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Dope Pot Fireman, Non-mechanical	\$36.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Driller Helper (when Required To Move & Position Machine)	\$36.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Drills With Dual Masts	\$36.83	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Dry Stack Walls	\$36.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Dumpman	\$36.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Erosion Control Laborer	\$36.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Final Detail Cleanup (i.e., Dusting, Vacuuming, Window Cleaning; Not Construction Debris Cleanup)	\$33.91	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Firewatch	\$36.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Form Cleaning Machine Feeder, Stacker	\$36.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Form Setter, Paving	\$36.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	General Laborer	\$36.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Grade Checker	\$38.54	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Grout Machine Header Tender	\$36.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Guard Rail	\$36.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Gunite	\$36.55	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Hazardous Waste Worker (level A)	\$36.83	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Hazardous Waste Worker (level B)	\$36.55	<u>7B</u>	<u>1M</u>	

Benton	<u>Laborers</u>	Hazardous Waste Worker (level C)	\$36.28	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Hazardous Waste Worker (level D)	\$36.01	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Hdpe Or Similar Liner Installer	\$36.01	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	High Scaler	\$36.55	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Jackhammer Operator Miner, Class "b"	\$36.28	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Laser Beam Operator	\$36.55	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Miner, Class "a"	\$36.01	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Miner, Class "c"	\$36.55	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Miner, Class "d"	\$36.83	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Monitor Operator, Air Track Or Similar Mounting	\$36.55	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Mortar Mixer	\$36.55	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Nipper	\$36.01	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Nozzleman	\$36.55	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Nozzleman, Water (to Include Fire Hose), Air Or Steam	\$36.28	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Pavement Breaker, 90 Lbs. & Over	\$36.55	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Pavement Breaker, Under 90 Lbs.	\$36.28	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Pipelayer	\$36.55	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Pipelayer, Corrugated Metal Culvert And Multi-plate	\$36.28	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Pipewrapper	\$36.55	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Plasterer Tenders	\$36.55	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Pot Tender	\$36.28	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Powderman	\$38.20	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Powderman Helper	\$36.28	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Power Buggy Operator	\$36.28	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Power Tool Operator, Gas, Electric, Pneumatic	\$36.28	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Railroad Equipment, Power Driven, Except Dual Mobile	\$36.28	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Railroad Power Spiker Or Puller, Dual Mobile	\$36.28	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Remote Equipment Operator	\$36.83	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Remote Equipment Operator (i.e. Compaction And Demolition)	\$36.28	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Rigger/signal Person	\$36.28	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Riprap Person	\$36.01	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Rodder & Spreader	\$36.28	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Sandblast Tailhoseman	\$36.01	<u>7B</u>	<u>1M</u>
Benton	<u>Laborers</u>	Scaffold Erector, Wood Or Steel	\$36.01	<u>7B</u>	<u>1M</u>

Benton	<u>Laborers</u>	Stake Jumper	\$36.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Structural Mover	\$36.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Tailhooseman (water Nozzle)	\$36.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Timber Bucker & Faller (by Hand)	\$36.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Track Laborer (rr)	\$36.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Traffic Control Laborer	\$33.91	<u>7B</u>	<u>1M</u>	<u>8T</u>
Benton	<u>Laborers</u>	Traffic Control Supervisor	\$34.91	<u>7B</u>	<u>1M</u>	<u>8S</u>
Benton	<u>Laborers</u>	Trencher, Shawnee	\$36.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Trenchless Technology Technician	\$36.55	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Truck Loader	\$36.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Tugger Operator	\$36.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Vibrators, All	\$36.55	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Wagon Drills	\$36.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Water Pipe Liner	\$36.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Welder, Electric, Manual Or Automatic (hdpe Or Similar Pipe And Liner)	\$36.83	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Well-point Person	\$36.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers</u>	Wheelbarrow, Power Driven	\$36.28	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers - Underground Sewer & Water</u>	General Laborer & Topman	\$36.01	<u>7B</u>	<u>1M</u>	
Benton	<u>Laborers - Underground Sewer & Water</u>	Pipe Layer	\$36.55	<u>7B</u>	<u>1M</u>	
Benton	<u>Landscape Construction</u>	Irrigation Or Lawn Sprinkler Installers	\$10.13		<u>1</u>	
Benton	<u>Landscape Construction</u>	Landscape Equipment Operators Or Truck Drivers	\$20.17		<u>1</u>	
Benton	<u>Landscape Construction</u>	Landscaping Or Planting Laborers	\$13.56		<u>1</u>	
Benton	<u>Lathers</u>	JOURNEY LEVEL	\$12.41		<u>1</u>	
Benton	<u>Marble Setters</u>	Journey Level	\$44.94	<u>5A</u>	<u>1M</u>	
Benton	<u>Metal Fabrication (In Shop)</u>	Machine Operator	\$10.53		<u>1</u>	
Benton	<u>Metal Fabrication (In Shop)</u>	Painter	\$9.76		<u>1</u>	
Benton	<u>Metal Fabrication (In Shop)</u>	Welder	\$16.70		<u>1</u>	
Benton	<u>Millwright</u>	Journey Level	\$29.22		<u>1</u>	
Benton	<u>Modular Buildings</u>	Journey Level	\$9.47		<u>1</u>	
Benton	<u>Painters</u>	Journey Level	\$30.72	<u>6Z</u>	<u>1W</u>	
Benton	<u>Pile Driver</u>	Journey Level	\$41.80	<u>5A</u>	<u>1B</u>	<u>8N</u>
Benton	<u>Plasterers</u>	Journey Level	\$39.28	<u>7K</u>	<u>1N</u>	
Benton	<u>Playground & Park Equipment Installers</u>	Journey Level	\$9.47		<u>1</u>	
Benton	<u>Plumbers & Pipefitters</u>	Journey Level	\$78.33	<u>6Z</u>	<u>1Q</u>	
Benton	<u>Power Equipment Operators</u>	A-frame Truck (2 Or More Drums)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	A-frame Truck (single Drum)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Asphalt Plant Operator	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>

Benton	<u>Power Equipment Operators</u>	Assistant Plant Operator, Fireman Or Pugmixer (asphalt)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Assistant Refrigeration Plant & Chiller Operator (over 1000 Ton)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Assistant Refrigeration Plant (under 1000 Ton)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Automatic Subgrader (ditches & Trimmers)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Backfillers (cleveland & Similar)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Backhoe & Hoe Ram (under 3/4 Yd.)	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Backhoe (45,000 Gw & Under)	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Backhoe (45,000 Gw To 110,000 Gw)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Backhoe (over 110,000 Gw)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Backhoes & Hoe Ram (3 Yds & Over)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Backhoes & Hoe Ram (3/4 Yd. To 3 Yd.)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Bagley Or Stationary Scraper	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Batch & Wet Mix Operator (multiple Units, 2 & Incl. 4)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Batch Plant & Wet Mix Operator, Single Unit (concrete)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Batch Plant (over 4 Units)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Belt Finishing Machine	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Belt Loader (kocal Or Similar)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Belt-crete Conveyors With Power Pack Or Similar	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Bending Machine	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Bit Grinders	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Blade (finish & Bluetop), Automatic, Cmi, Abc, Finish Athey & Huber & Similar When Used As Automatic	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Blade Operator (motor Patrol & Attachments)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Blower Operator (cement)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Boat Operator	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Bob Cat (skid Steer)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Bolt Threading Machine	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Boom Cats (side)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Boring Machine (earth)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Boring Machine (Rock Under 8 inch Bit - Quarry Master, Joy Or Similar)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>		\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>

		Bump Cutter (wayne, Saginaw Or Similar)				
Benton	<u>Power Equipment Operators</u>	Cableway Controller (dispatcher)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Cableway Operators	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Canal Lining Machine (concrete)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Carrydeck & Boom Truck (under 25 Tons)	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Cement Hog	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Chipper (without Crane) Cleaning & Doping Machine (pipeline)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Clamshell, Dragline	\$42.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Compactor (self-propelled With Blade)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Compressor (2000 Cfm Or Over, 2 Or More, Gas Diesel Or Electric Power)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Compressors (under 2000 Cfm, Gas, Diesel Or Electric Power)	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Concrete Cleaning / Decontamination Machine Operator	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Concrete Pump Boon Truck	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Concrete Pumps (squeeze-crete, Flow-crete, Whitman & Similar)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Concrete Saw (multiple Cut)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Concrete Slip Form Paver	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Conveyor Aggregate Delivery Systems (c.a.d.)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Crane Oiler- Driver (cdl Required) & Cable Tender, Mucking Machine	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Cranes (25 Tons & Under), All Attachments Incl. Clamshell, Dragline	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Cranes (25 Tons To And Including 45 Tons), All Attachments Incl. Clamshell, Dragline	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Cranes (45 Tons To 85 Tons), All Attachments Incl. Clamshell And Dragline	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Cranes (85 Tons & Over) And All Climbing, Overhead, Rail & Tower. All Attachments Incl.	\$42.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Crusher Feeder	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Crusher, Grizzle & Screening Plant Operator	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>

Benton	<u>Power Equipment Operators</u>	Curb Extruder (asphalt Or Concrete)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Deck Engineer	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Deck Hand	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Derricks & Stifflegs (65 Tons & Over)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Derricks & Stifflegs (under 65 Tons)	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Distributor Leverman	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Ditch Witch Or Similar	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Dope Pots (power Agitated	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Dozer / Tractor (up To D-6 Or Equivalent) And Traxcavator	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Dozer / Tractors (d-6 & Equivalent & Over)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Dozer, 834 R/t & Similar	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Drill Doctor	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Driller Licensed	\$42.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Drillers Helper	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Drilling Equipment (8 inch Bit & Over - Robbins, Reverse Circulation & Similar)	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Drills (churn, Core, Calyx Or Diamond)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Elevating Belt (holland Type)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Elevating Belt-type Loader (euclid, Barber Green & Similar)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Elevating Grader-type Loader (dumor, Adams Or Similar)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Elevator Hoisting Materials	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Equipment Serviceman, Greaser & Oiler	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Fireman & Heater Tender	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Fork Lift Or Lumber Stacker, Hydra-life & Similar	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Generator Plant Engineers (diesel Or Electric)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Gin Trucks (pipeline)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Grade Checker	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Gunite Combination Mixer & Compressor	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	H.d. Mechanic	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	H.d. Welder	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Heavy Equipment Robotics Operator	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Helicopter Pilot	\$42.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Helper, Mechanic Or Welder, H.D	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>

Benton	<u>Power Equipment Operators</u>	Hoe Ram	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Hoist (2 Or More Drums Or Tower Hoist)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Hoist, Single Drum	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Hydraulic Platform Trailers (goldhofer, Shaurerly And Similar)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Hydro-seeder, Mulcher, Nozzleman	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Lime Batch Tank Operator (recycle Train)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Lime Brain Operator (recycle Train)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Loader (360 Degrees Revolving Koehring Scooper Or Similar)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Loader Operator (front-end & Overhead, 4 Yds. Incl. 8 Yds.)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Loaders (bucket Elevators And Conveyors)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Loaders (overhead & Front-end, Over 8 Yds. To 10 Yds.)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Loaders (overhead & Front-end, Under 4 Yds.. R/t)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Loaders (overhead And Front-end, 10 Yds. & Over)	\$42.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Locomotive Engineer	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Longitudinal Float	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Master Environmental Maintenance Technician	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Mixer (portable - Concrete)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Mixermobile	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Mobile Crusher Operator (recycle Train)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Mucking Machine	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Multiple Dozer Units With Single Blade	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Pavement Breaker, Hydra-hammer & Similar	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Paving (dual Drum)	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Paving Machine (asphalt And Concrete)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Piledriving Engineers	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Plant Oiler	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Posthole Auger Or Punch	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Power Broom	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Pump (grout Or Jet)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Pumpman	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Quad-track Or Similar Equipment	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>

Benton	<u>Power Equipment Operators</u>	Railroad Ballast Regulation Operator (self-propelled)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Railroad Power Tamper Operator (self-propelled)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Railroad Tamper Jack Operator (self-propelled)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Railroad Track Liner Operator (self-propelled)	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Refrigeration Plant Engineer (1000 Tons & Over)	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Refrigeration Plant Engineer (under 1000 Ton)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Rollerman (finishing Asphalt Pavement)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Rollers, All Types On Subgrade, Including Seal And Chip Coating (farm Type, Case, John Deere And Similar, or Compacting Vibrator), Except When Pulled B	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Roto Mill (pavement Grinder)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Rotomill Groundsman	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Rubber-tired Scrapers (multiple Engine With Three Or More Scrapers)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Rubber-tired Skidders (r/t With Or Without Attachments)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Scrapers, All, Rubber-tired	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Screed Operator	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Shovels (3 Yds. & Over)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Shovels (under 3 Yds.)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Signalman (whirleys, Highline, Hammerheads Or Similar)	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Soil Stabilizer (p & H Or Similar)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Spray Curing Machine (concrete)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Spreader Box (self-propelled)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Spreader Machine	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Steam Cleaner	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Straddle Buggy (ross & Similar On Construction Job Only)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Surface Heater & Planer Machine	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Tractor (farm Type R/t With Attachments, Except Backhoe)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Traverse Finish Machine	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Trenching Machines (7 Ft. Depth & Over)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>

Benton	<u>Power Equipment Operators</u>	Trenching Machines (under 7 Ft. Depth Capacity)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Tug Boat Operator	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Tugger Operator	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Turnhead (with Re-screening)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Turnhead Operator	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Ultra High Pressure Waterjet Cutting Tool System Operator, (30,000 Psi)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Vactor Guzzler, Super Sucker	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Vacuum Blasting Machine Operator	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Vacuum Drill (reverse Circulation Drill Under 8" Bit)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Welding Machine	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators</u>	Whirleys & Hammerheads, All	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators-Underground Sewer & Water</u>	A-frame Truck (2 Or More Drums)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators-Underground Sewer & Water</u>	A-frame Truck (single Drum)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators-Underground Sewer & Water</u>	Asphalt Plant Operator	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators-Underground Sewer & Water</u>	Assistant Plant Operator, Fireman Or Pugmixer (asphalt)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators-Underground Sewer & Water</u>	Assistant Refrigeration Plant & Chiller Operator (over 1000 Ton)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators-Underground Sewer & Water</u>	Assistant Refrigeration Plant (under 1000 Ton)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators-Underground Sewer & Water</u>	Automatic Subgrader (ditches & Trimmers)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators-Underground Sewer & Water</u>	Backfillers (cleveland & Similar)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators-Underground Sewer & Water</u>	Backhoe & Hoe Ram (under 3/4 Yd.)	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators-Underground Sewer & Water</u>	Backhoe (45,000 Gw & Under)	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators-Underground Sewer & Water</u>	Backhoe (45,000 Gw To 110,000 Gw)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators-Underground Sewer & Water</u>	Backhoe (over 110,000 Gw)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators-Underground Sewer & Water</u>	Backhoes & Hoe Ram (3 Yds & Over)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators-Underground Sewer & Water</u>	Backhoes & Hoe Ram (3/4 Yd. To 3 Yd.)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators-Underground Sewer & Water</u>	Bagley Or Stationary Scraper	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators-Underground Sewer & Water</u>	Batch & Wet Mix Operator (multiple Units, 2 & Incl. 4)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton			\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>

	<u>Power Equipment Operators- Underground Sewer & Water</u>	Batch Plant & Wet Mix Operator, Single Unit (concrete)				
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Batch Plant (over 4 Units)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Belt Finishing Machine	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Belt Loader (kocal Or Similar)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Belt-crete Conveyors With Power Pack Or Similar	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Bending Machine	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Bit Grinders	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Blade (finish & Bluetop), Automatic, Cmi, Abc, Finish Athey & Huber & Similar When Used As Automatic	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Blade Operator (motor Patrol & Attachments)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Blower Operator (cement)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Boat Operator	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Bob Cat (skid Steer)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Bolt Threading Machine	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Boom Cats (side)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Boring Machine (earth)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Boring Machine (Rock Under 8 inch Bit - Quarry Master, Joy Or Similar)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Bump Cutter (wayne, Saginaw Or Similar)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Cableway Controller (dispatcher)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Cableway Operators	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Canal Lining Machine (concrete)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Carrydeck & Boom Truck (under 25 Tons)	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Cement Hog	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Chipper (without Crane) Cleaning & Doping Machine (pipeline)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton		Clamshell, Dragline	\$42.61	<u>7B</u>	<u>1M</u>	<u>8D</u>

	<u>Power Equipment Operators- Underground Sewer & Water</u>					
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Compactor (self-propelled With Blade)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Compressor (2000 Cfm Or Over, 2 Or More, Gas Diesel Or Electric Power)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Compressors (under 2000 Cfm, Gas, Diesel Or Electric Power)	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Concrete Cleaning / Decontamination Machine Operator	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Concrete Pump Boon Truck	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Concrete Pumps (squeeze- crete, Flow-crete, Whitman & Similar)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Concrete Saw (multiple Cut)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Concrete Slip Form Paver	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Conveyor Aggregate Delivery Systems (c.a.d.)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Crane Oiler- Driver (cdl Required) & Cable Tender, Mucking Machine	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Cranes (25 Tons & Under), All Attachments Incl. Clamshell, Dragline	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Cranes (25 Tons To And Including 45 Tons), All Attachments Incl. Clamshell, Dragline	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Cranes (45 Tons To 85 Tons), All Attachments Incl. Clamshell And Dragline	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Cranes (85 Tons & Over) And All Climbing, Overhead, Rail & Tower. All Attachments Incl.	\$42.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Crusher Feeder	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Crusher, Grizzle & Screening Plant Operator	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Curb Extruder (asphalt Or Concrete)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Deck Engineer	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Deck Hand	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Derricks & Stifflegs (65 Tons & Over)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton			\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>

	<u>Power Equipment Operators- Underground Sewer & Water</u>	Derricks & Stifflegs (under 65 Tons)				
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Distributor Leverman	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Ditch Witch Or Similar	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Dope Pots (power Agitated	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Dozer / Tractor (up To D-6 Or Equivalent) And Traxcavator	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Dozer / Tractors (d-6 & Equivalent & Over)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Dozer, 834 R/t & Similar	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Drill Doctor	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Driller Licensed	\$42.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Drillers Helper	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Drilling Equipment (8 inch Bit & Over - Robbins, Reverse Circulation & Similar)	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Drills (churn, Core, Calyx Or Diamond)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Elevating Belt (holland Type)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Elevating Belt-type Loader (euclid, Barber Green & Similar)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Elevating Grader-type Loader (dumor, Adams Or Similar)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Elevator Hoisting Materials	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Equipment Serviceman, Greaser & Oiler	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Fireman & Heater Tender	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Fork Lift Or Lumber Stacker, Hydra-life & Similar	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Generator Plant Engineers (diesel Or Electric)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Gin Trucks (pipeline)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Grade Checker	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Gunite Combination Mixer & Compressor	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	H.d. Mechanic	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton		H.d. Welder	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>

	<u>Power Equipment Operators- Underground Sewer & Water</u>					
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Heavy Equipment Robotics Operator	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Helicopter Pilot	\$42.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Helper, Mechanic Or Welder, H.D	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Hoe Ram	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Hoist (2 Or More Drums Or Tower Hoist)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Hoist, Single Drum	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Hydraulic Platform Trailers (goldhofer, Shaurerly And Similar)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Hydro-seeder, Mulcher, Nozzleman	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Lime Batch Tank Operator (recycle Train)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Lime Brain Operator (recycle Train)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Loader (360 Degrees Revolving Koehring Scooper Or Similar)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Loader Operator (front-end & Overhead, 4 Yds. Incl. 8 Yds.)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Loaders (bucket Elevators And Conveyors)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Loaders (overhead & Front-end, Over 8 Yds. To 10 Yds.)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Loaders (overhead & Front-end, Under 4 Yds.. R/t)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Loaders (overhead And Front-end, 10 Yds. & Over)	\$42.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Locomotive Engineer	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Longitudinal Float	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Master Environmental Maintenance Technician	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Mixer (portable - Concrete)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Mixermobile	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Mobile Crusher Operator (recycle Train)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Mucking Machine	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Multiple Dozer Units With Single Blade	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>

Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Pavement Breaker, Hydra- hammer & Similar	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Paving (dual Drum)	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Paving Machine (asphalt And Concrete)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Piledriving Engineers	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Plant Oiler	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Posthole Auger Or Punch	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Power Broom	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Pump (grout Or Jet)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Pumpman	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Quad-track Or Similar Equipment	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Railroad Ballast Regulation Operator (self-propelled)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Railroad Power Tamper Operator (self-propelled)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Railroad Tamper Jack Operator (self-propelled)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Railroad Track Liner Operator (self-propelled)	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Refrigeration Plant Engineer (1000 Tons & Over)	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Refrigeration Plant Engineer (under 1000 Ton)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Rollerman (finishing Asphalt Pavement)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Rollers, All Types On Subgrade, Including Seal And Chip Coating (farm Type, Case, John Deere And Similar, or Compacting Vibrator), Except When Pulled B	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Roto Mill (pavement Grinder)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Rotomill Groundsman	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Rubber-tired Scrapers (multiple Engine With Three Or More Scrapers)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Rubber-tired Skidders (r/t With Or Without Attachments)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Scrapers, All, Rubber-tired	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>

Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Screed Operator	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Shovels (3 Yds. & Over)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Shovels (under 3 Yds.)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Signalman (whirleys, Highline, Hammerheads Or Similar)	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Soil Stabilizer (p & H Or Similar)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Spray Curing Machine (concrete)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Spreader Box (self-propelled)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Spreader Machine	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Steam Cleaner	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Straddle Buggy (ross & Similar On Construction Job Only)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Surface Heater & Planer Machine	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Tractor (farm Type R/t With Attachments, Except Backhoe)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Traverse Finish Machine	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Trenching Machines (7 Ft. Depth & Over)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Trenching Machines (under 7 Ft. Depth Capacity)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Tug Boat Operator	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Tugger Operator	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Turnhead (with Re-screening)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Turnhead Operator	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Ultra High Pressure Waterjet Cutting Tool System Operator, (30,000 Psi)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Vactor Guzzler, Super Sucker	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Vacuum Blasting Machine Operator	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Vacuum Drill (reverse Circulation Drill Under 8" Bit)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Welding Machine	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	<u>Power Equipment Operators- Underground Sewer & Water</u>	Whirleys & Hammerheads, All	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>

Benton	<u>Power Line Clearance Tree Trimmers</u>	Journey Level In Charge	\$45.75	<u>5A</u>	<u>4A</u>	
Benton	<u>Power Line Clearance Tree Trimmers</u>	Spray Person	\$43.38	<u>5A</u>	<u>4A</u>	
Benton	<u>Power Line Clearance Tree Trimmers</u>	Tree Equipment Operator	\$45.75	<u>5A</u>	<u>4A</u>	
Benton	<u>Power Line Clearance Tree Trimmers</u>	Tree Trimmer	\$40.84	<u>5A</u>	<u>4A</u>	
Benton	<u>Power Line Clearance Tree Trimmers</u>	Tree Trimmer Groundperson	\$30.74	<u>5A</u>	<u>4A</u>	
Benton	<u>Refrigeration & Air Conditioning Mechanics</u>	Journey Level	\$31.16		<u>1</u>	
Benton	<u>Residential Brick Mason</u>	Journey Level	\$44.94	<u>5A</u>	<u>1M</u>	
Benton	<u>Residential Carpenters</u>	Journey Level	\$20.00		<u>1</u>	
Benton	<u>Residential Cement Masons</u>	Journey Level	\$39.60	<u>7B</u>	<u>1N</u>	
Benton	<u>Residential Drywall Applicators</u>	Journey Level	\$18.16		<u>1</u>	
Benton	<u>Residential Drywall Tapers</u>	Journey Level	\$17.00		<u>1</u>	
Benton	<u>Residential Electricians</u>	Journey Level	\$29.14	<u>5A</u>	<u>1E</u>	
Benton	<u>Residential Glaziers</u>	Journey Level	\$13.25		<u>1</u>	
Benton	<u>Residential Insulation Applicators</u>	Journey Level	\$15.87		<u>1</u>	
Benton	<u>Residential Laborers</u>	Journey Level	\$20.00		<u>1</u>	
Benton	<u>Residential Marble Setters</u>	Journey Level	\$44.94	<u>5A</u>	<u>1M</u>	
Benton	<u>Residential Painters</u>	Journey Level	\$17.47		<u>1</u>	
Benton	<u>Residential Plumbers & Pipefitters</u>	Journey Level	\$25.05		<u>1</u>	
Benton	<u>Residential Refrigeration & Air Conditioning Mechanics</u>	Journey Level	\$9.47		<u>1</u>	
Benton	<u>Residential Sheet Metal Workers</u>	Journey Level (Field or Shop)	\$40.05	<u>5A</u>	<u>1X</u>	
Benton	<u>Residential Soft Floor Layers</u>	Journey Level	\$23.11	<u>5A</u>	<u>1N</u>	
Benton	<u>Residential Sprinkler Fitters (Fire Protection)</u>	Journey Level	\$9.47		<u>1</u>	
Benton	<u>Residential Stone Masons</u>	Journey Level	\$44.94	<u>5A</u>	<u>1M</u>	
Benton	<u>Residential Terrazzo Workers</u>	Journey Level	\$9.47		<u>1</u>	
Benton	<u>Residential Terrazzo/Tile Finishers</u>	Journey Level	\$9.47		<u>1</u>	
Benton	<u>Residential Tile Setters</u>	Journey Level	\$9.47		<u>1</u>	
Benton	<u>Roofers</u>	Journey Level	\$20.85		<u>1</u>	
Benton	<u>Sheet Metal Workers</u>	Journey Level (Field or Shop)	\$54.56	<u>5A</u>	<u>1X</u>	
Benton	<u>Sign Makers & Installers (Electrical)</u>	Journey Level	\$14.65		<u>1</u>	
Benton	<u>Sign Makers & Installers (Non-Electrical)</u>	Journey Level	\$14.65		<u>1</u>	
Benton	<u>Soft Floor Layers</u>	Journey Level	\$42.14	<u>7E</u>	<u>4F</u>	
Benton	<u>Solar Controls For Windows</u>	Journey Level	\$9.47		<u>1</u>	
Benton	<u>Sprinkler Fitters (Fire Protection)</u>	Journey Level	\$50.95	<u>7J</u>	<u>1R</u>	

Benton	<u>Stage Rigging Mechanics (Non Structural)</u>	Journey Level	\$13.23		<u>1</u>	
Benton	<u>Stone Masons</u>	Journey Level	\$44.94	<u>5A</u>	<u>1M</u>	
Benton	<u>Street And Parking Lot Sweeper Workers</u>	Journey Level	\$14.00		<u>1</u>	
Benton	<u>Surveyors</u>	All Classifications	\$24.27	<u>Null</u>	<u>1</u>	
Benton	<u>Telecommunication Technicians</u>	Journey Level	\$17.39		<u>1</u>	
Benton	<u>Telephone Line Construction - Outside</u>	Cable Splicer	\$37.60	<u>5A</u>	<u>2B</u>	
Benton	<u>Telephone Line Construction - Outside</u>	Hole Digger/Ground Person	\$20.79	<u>5A</u>	<u>2B</u>	
Benton	<u>Telephone Line Construction - Outside</u>	Installer (Repairer)	\$36.02	<u>5A</u>	<u>2B</u>	
Benton	<u>Telephone Line Construction - Outside</u>	Special Aparatus Installer I	\$37.60	<u>5A</u>	<u>2B</u>	
Benton	<u>Telephone Line Construction - Outside</u>	Special Apparatus Installer II	\$36.82	<u>5A</u>	<u>2B</u>	
Benton	<u>Telephone Line Construction - Outside</u>	Telephone Equipment Operator (Heavy)	\$37.60	<u>5A</u>	<u>2B</u>	
Benton	<u>Telephone Line Construction - Outside</u>	Telephone Equipment Operator (Light)	\$34.94	<u>5A</u>	<u>2B</u>	
Benton	<u>Telephone Line Construction - Outside</u>	Telephone Lineperson	\$34.93	<u>5A</u>	<u>2B</u>	
Benton	<u>Telephone Line Construction - Outside</u>	Television Groundperson	\$19.73	<u>5A</u>	<u>2B</u>	
Benton	<u>Telephone Line Construction - Outside</u>	Television Lineperson/Installer	\$26.31	<u>5A</u>	<u>2B</u>	
Benton	<u>Telephone Line Construction - Outside</u>	Television System Technician	\$31.50	<u>5A</u>	<u>2B</u>	
Benton	<u>Telephone Line Construction - Outside</u>	Television Technician	\$28.23	<u>5A</u>	<u>2B</u>	
Benton	<u>Telephone Line Construction - Outside</u>	Tree Trimmer	\$34.93	<u>5A</u>	<u>2B</u>	
Benton	<u>Terrazzo Workers</u>	Journey Level	\$38.14	<u>5A</u>	<u>1M</u>	
Benton	<u>Tile Setters</u>	Journey Level	\$38.14	<u>5A</u>	<u>1M</u>	
Benton	<u>Tile, Marble & Terrazzo Finishers</u>	Journey Level	\$30.90	<u>5A</u>	<u>1M</u>	
Benton	<u>Traffic Control Stripers</u>	Journey Level	\$43.73	<u>7A</u>	<u>1K</u>	
Benton	<u>Truck Drivers</u>	Asphalt Mix Over 20 Yards (E.WA-690)	\$42.15	<u>5D</u>	<u>1V</u>	<u>8M</u>
Benton	<u>Truck Drivers</u>	Asphalt Mix To 20 Yards (E. WA - 690)	\$42.15	<u>5D</u>	<u>1V</u>	<u>8M</u>
Benton	<u>Truck Drivers</u>	Dump Truck & Trailer (E.WA-690)	\$42.15	<u>5D</u>	<u>1V</u>	<u>8M</u>
Benton	<u>Truck Drivers</u>	Dump Truck (E.WA-690)	\$42.15	<u>5D</u>	<u>1V</u>	<u>8M</u>
Benton	<u>Truck Drivers</u>	Other Trucks (E.WA-690)	\$42.04	<u>5D</u>	<u>1V</u>	<u>8M</u>
Benton	<u>Truck Drivers</u>	Transit Mixer	\$33.90		<u>1</u>	
Benton	<u>Well Drillers & Irrigation Pump Installers</u>	Irrigation Pump Installer	\$11.15		<u>1</u>	

Benton	Well Drillers & Irrigation Pump Installers	Oiler	\$9.47	1	
Benton	Well Drillers & Irrigation Pump Installers	Well Driller	\$18.00	1	

Benefit Code Key – Effective 3/2/2016 thru 8/30/2016

Overtime Codes

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

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

Overtime Codes Continued

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

Overtime Codes Continued

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

Overtime Codes Continued

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

Overtime Codes Continued

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

EXCEPTION:

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

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

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

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

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

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

- G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Holiday Codes

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

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Holiday Codes Continued

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

Holiday Codes Continued

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

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Holiday Codes Continued

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

Note Codes

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

Note Codes Continued

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

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

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

1. Is the item fabricated for a public works project? If not, it is not subject to RCW 39.12. If it is, go to question 2.
2. Is the item fabricated on the public works jobsite? If it is, the work is covered under RCW 39.12. If not, go to question 3.
3. Is the item fabricated in an assembly/fabrication plant set up for, and dedicated primarily to, the public works project? If it is, the work is covered by RCW 39.12. If not, go to question 4.
4. Does the item require any assembly, cutting, modification or other fabrication by the supplier? If not, the work is not covered by RCW 39.12. If yes, go to question 5.
5. Is the prefabricated item intended for the public works project typically an inventory item which could reasonably be sold on the general market? If not, the work is covered by RCW 39.12. If yes, go to question 6.
6. Does the specific prefabricated item, generally defined as standard, have any unusual characteristics such as shape, type of material, strength requirements, finish, etc? If yes, the work is covered under RCW 39.12.

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

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

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

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

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

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

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

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

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

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

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

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

See RCW 39.12.010

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

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

This project is subject to the state hourly minimum rates for wages and fringe benefits in the contract provisions, as provided by the state Department of Labor and Industries. The following list of occupations, is comprised of those occupations that are not normally used in the construction of heavy and highway projects.

When considering job classifications for use and / or payment when bidding on, or building heavy and highway construction projects for, or administered by WSDOT, these Occupations will be excepted from the included "Washington State Prevailing Wage Rates For Public Work Contracts" documents.

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

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

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

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

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

WAC 296-127-018 Agency filings affecting this section

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

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

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

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

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

(ii) At multiple points at the project; or

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

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

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

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

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

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

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

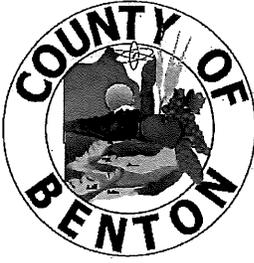
(4) Workers are not subject to the provisions of chapter 39.12 RCW when they deliver materials to a stockpile.

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

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

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

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



Benton County

Hanks Road Asphalt Repair & CR12 Pathway Asphalt Repair

Benton County is requesting bids from qualified suppliers interested in repairing 6 miles of asphalt roadway and 2000 feet of pathway by patching and crack sealing. The existing asphalt roadway is Hanks Road from County Line Road to Crosby Road and the Pathway is parallel to County Route 12 from Albro Road to Johnson Road.

INSTRUCTIONS TO BIDDERS

1. These instructions to bidders are a part of the contract.
2. All work shall be done in accordance with the 2016 Edition of the Washington State Department of Transportation Standard Specifications for Road, Bridge and Municipal Construction.
3. The County must be notified of any revisions the bidder suggests be made to the detailed specifications. All requests for changes must be submitted in writing. Any changes, additions or deletions to the specifications by the County will be made by written addendum only.
4. Bids will be considered final at the time and date stated for opening bids. The County will not accept any changes for any reason, to include bidding errors.
5. Use of the enclosed bid proposal is required. Only bids submitted on the official form will be considered. The bid shall not contain any unauthorized additions, deletions, alternate bids or conditions.
6. Bidders shall complete all items on the Bid Proposal. Incomplete Proposals will not be accepted.
7. The successful bidder shall protect, defend, indemnify and hold the County, its agents, employees, officials and officers harmless from any damages, costs, or liability for any injuries to persons or property arising from acts or omissions of the bidder, bidder's employees, agents or subcontractors, howsoever caused.
8. The bidder shall not discriminate against any client, employee, or applicant for employment and services on the grounds of race, creed, color, national origin, sex, marital status, age or presence of any sensory, mental, or physical handicap unless based upon a bona fide occupational qualification.

9. The bid shall be emailed in pdf format to publicworks@co.benton.wa.us. Bids must be received prior to 5:00 PM on Friday July 8, 2016. Bids received after that time and date will not be considered.
10. Benton County reserves the right to accept or reject any or all bids submitted. The County reserves the right to waive any irregularity in the bids to accept in whole or in part such bid or bids as may be deemed in the best interest of the County.
11. The venue and jurisdiction of any actions of claim for or against the bidder or the Benton County Public Works Department shall be in Benton County and in the District Court or Superior Courts thereof according to the jurisdictional amount.
12. Any additional information concerning this Bid Call can be obtained by calling (509) 786-5611 or by email to publicworks@co.benton.wa.us.

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
523.620	1320	Custody Officer	\$17,000	523.620	1925	Overtime	\$79,000
523.620	1401	Corrections Officer	12,000				
523.620	1408	Custody Sergeant	16,000				
523.620	1432	Custody Officer	17,000				
523.620	1435	Custody Officer	\$17,000				
TOTAL			\$79,000	TOTAL			\$79,000

Explanation:

To appropriate funding for custody overtime

Prepared by:

Date:

Approved

Denied

Date: _____

Chairman

Member

Member

<p>AGENDA ITEM MTG. DATE: August 9, 2016 SUBJECT: Subdivision Alteration of Tripple Vista Estates No. 2 SA 2016-001 MEMO DATE: August 2, 2016 Prepared By: RJ Lott Reviewed By: Michael Shuttleworth</p>	<p><u>TYPE OF ACTION NEEDED</u> Execute Contract Pass Resolution X Pass Ordinance Pass Motion X Other</p>	<p>Consent Agenda Public Meeting X 1st Discussion 2nd Discussion Other</p>
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BACKGROUND INFORMATION

On June 7, 2016, the Benton County Board of County Commissioners approved the altered plat of Tripple Vista Estates No. 2, to adjust the lot lines of lots 4 through 8. The altered plat was approved subject to eight conditions. Those conditions have been completed for the Altered Plat of Tripple Vista Estates No. 2. The final plat is being submitted to the Board for their approval and signature.

SUMMARY

All the conditions of approval have been satisfied and all signatures have been obtained. The Altered Plat of Tripple Vista Estates No. 2 is ready for signature by the Chairman of the Board of County Commissioners.

RECOMMENDATION

It is the recommendation of the Benton County Planning Department that the Altered Plat of Tripple Vista Estates No. 2 – SA 2016-001 be approved and the Board sign the attached resolution authorizing the chairman to sign the final plat at a public meeting on August 9, 2016.

FISCAL IMPACT

None. County roads are already in place.

MOTION

The Board of County Commissioners approve the Altered Plat of Tripple Vista Estates No. 2 and the Chairman so indicate by signing the final plat.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING RE: THE ALTERED PLAT OF TRIPPLE VISTA ESTATES NO. 2 – SA 2016-001.

WHEREAS, on June 7, 2016, the Board of County Commissioners approved the altered plat of Tripple Vista Estates No. 2 - SA 2016-001; and

WHEREAS, on August 9, 2016, in the Commissioners Meeting Room, third floor, Courthouse, Prosser, Washington at a public meeting, the Board of County Commissioners considered the altered plat of Tripple Vista Estates No. 2 - SUB 2016-001, and,

WHEREAS, the applicant for final plat approval has completed all the required conditions of approval for the proposed altered plat of Tripple Vista Estates No. 2 - SA 2016-001 and has obtained all required signatures; and

WHEREAS, it appears to be in the publics best interest to approve said altered plat of Tripple Vista Estates No. 2 - SA 2016-001; NOW THEREFORE,

BE IT RESOLVED that the altered plat of Tripple Vista Estates No. 2 - SA 2016-001 is approved and the Chairman so indicate by signing the plat.

Dated this 9th day of August 2016.

Chairman of the Board

Member

Member

Constituting the Board of County
Commissioners of Benton County
Washington.

Attest.....

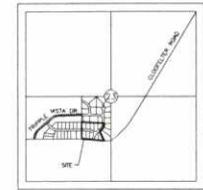
Clerk of the Board

CAP/djh

Final Plat Alteration of TRIPPLE VISTA ESTATES NO. 2

ALTERING BOUNDARIES OF LOTS 4 THROUGH 8, BLOCK 1 & GENERAL NOTE 3
SECTION 23, TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M.
BENTON COUNTY, WASHINGTON

VICINITY MAP
N.T.S.



SEC 23, T. 8N, R. 28E



GRAPHIC SCALE
0 25 50 100
1 INCH = 50' FT

DESCRIPTION

LOTS 4 THROUGH 8, BLOCK 1, TRIPPLE VISTA ESTATES NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15, OF PLATS, PAGE 197, RECORDS OF BENTON COUNTY, WASHINGTON.

GENERAL NOTES

1. THIS PLAT APPEARS TO HAVE SUITABLE CONDITIONS FOR THE USE OF ON-SITE SEWAGE DISPOSAL SYSTEMS. HOWEVER, BECAUSE OF THE TESTING METHODS USED, WE HAVE NO WAY OF DETERMINING WHETHER EACH LOT CAN COMPLY WITH BENTON-FRANKLIN DEPARTMENT RULES AND REGULATIONS AS TO THE TYPE OF SEWAGE TREATMENT. FURTHER, WE ADVISED THIS DEPARTMENT APPROVAL OF ANY LOT WITH THIS PLAT FOR THE USE OF ON-SITE SEWAGE DISPOSAL SYSTEMS MAY BE CONTINGENT UPON THAT LOT PASSING ADDITIONAL SOIL INSPECTIONS/PERCOLATION TESTS, AND/OR OTHER REQUIREMENTS AT A LATER DATE.
2. THESE LOTS MAY HAVE SPECIFIC RESTRICTIONS AND/OR LIMITATIONS FOR THE PLACEMENT OF SEWAGE DISPOSAL SYSTEMS. THE BENTON-FRANKLIN DISTRICT HEALTH DEPARTMENT SHOULD BE CONTACTED FOR FURTHER INFORMATION.
3. FOR ALL LOTS BORDERING PROPOSED MANUEL DRIVE, THE REQUIRED VISIBLY AREA FOR SEWAGE DISPOSAL SYSTEMS APPEARS TO BE LOCATED ALMOST ENTIRELY SOUTH OF MANUEL DRIVE. UNDER NO CIRCUMSTANCES SHALL THE LOTS SOUTH OF MANUEL DRIVE BE SOLD SEPARATELY FROM THE ADJOINING PROPERTY NORTH OF MANUEL DRIVE UNLESS SUCH THAT AS EACH LOT IS SERVED BY A MUNICIPAL SEWER UTILITY OR WITH APPROVAL OF THE BENTON-FRANKLIN HEALTH DISTRICT.
4. SEE SHEET 2 FOR CONTIGUOUS AND SLURF INFORMATION.
5. IRRIGATION SHALL BE LIMITED TO 4000 SQ.FT. PER RESIDENCE.
6. ADDRESS NUMBERS [NOTED IN BRACKETS] ARE SUBJECT TO CHANGE UNTIL EXACT LOCATION OF ACCESS ONTO THE LOTS ARE DETERMINED.
7. THOSE PORTIONS OF LOTS 1, 2 AND 3 OF THE ALTERED PLAT OF TRIPPLE VISTA ESTATES NO. 2, FOR LOTS 4 THROUGH 8, OF BLOCK 1 SHALL NOT BE TRANSFERRED, DEEDED OR SOLD SEPARATELY FROM THE ADJOINING PROPERTY NORTH OF MANUEL DRIVE.
8. NO MAIN WARE DITCHES ON THE PROPERTY SHALL EXCEED A RATIO OF 10 HORIZONTAL TO 1 VERTICAL, UNLESS THE SITE PLAN HAS BEEN APPROVED BY THE BENTON COUNTY BUILDING OFFICIAL FOR RETAINING WALLS OR SIMILAR STRUCTURES WHICH ARE USED FOR BANK STABILIZATION.
9. PORTIONS OF THIS PLAT ARE LOCATED WITHIN A CRITICAL RESOURCE AREA CLASSIFIED AS GEOLOGICALLY HAZARDOUS (STEEP SLOPES AND LANDSLIDE). NO BUILDING PERMITS OR PLANS PERMITS WILL BE ISSUED ON THESE AREAS UNTIL A DETERMINATION OF CONSISTENCY IS ISSUED FINDING THAT THE SITE AND DEVELOPMENT ARE ASSURED OF LONG TERM STABILITY AND STRUCTURAL INTEGRITY.
10. DEVELOPMENT ON SLOPES OF 15% OR GREATER WITHIN THIS PLAT MUST BE ENGINEERED BY A LICENSED PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF WASHINGTON AND SHOWING EXPERIENCE AND KNOWLEDGE IN THE PRACTICE OF SOILS MECHANICS, TO ENSURE SAFETY AND LONG TERM STRUCTURAL INTEGRITY ACCORDING TO THE GEOLOGIC CONDITIONS OF EACH LOT.
11. UNLESS DEVELOPMENT STANDARDS SHALL BE UTILIZED FOR LOT DESIGN IN THIS PLAT, AN ENGINEERED FOUNDATION PLAN MUST BE SUBMITTED FOR EACH LOT WITH A SLURF OF JOB OR GREATER PRIOR TO ISSUANCE OF ANY BUILDING PERMIT.
12. THERE IS TO BE NO DIRECT ACCESS FROM ANY LOTS ONTO GLODFELTER ROAD.
13. THIS PLAT IS NOT LOCATED WITHIN AN IRRIGATION DISTRICT.

SERVICES

SANITARY SEWER-SEPTIC/DRAINFIELD
WATER/IRRIGATE DELIVERY/POULTRINE WATER SYSTEMS

SURVEYOR'S NOTES

1. DATE OF SURVEY/MONUMENTS VISITED, MARCH 21, 2016.
2. BEARING OF BEARING TRIPPLE VISTA ESTATES NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15, PLAT, PAGE 197, RECORDS OF BENTON COUNTY, WASHINGTON.
3. UNITS OF MEASURE: US SURVEY FEET GROUND DISTANCES.
4. EQUIPMENT/PROCEDURES: TOPCON THEODOLITE, WITH METHOD: LINEAR CLOSURES MEET OR EXCEED STANDARDS CONTAINED IN WAC 332-130-030.
5. FOUND 2.0" REBAR & CAP IN MONUMENT CASE.
6. FOUND 5/8" REBAR & CAP "PERMIT SURVEY PLS 32445" UNLESS NOTED OTHERWISE.
7. SET 5/8" REBAR & CAP "PERMIT SURVEY PLS 45774".

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS THAT RANDOLPH LECHTEL AND MARILENE LECHTEL ARE ALL PARTIES HAVING OWNERSHIP INTEREST IN THE LAND HEREIN DESCRIBED, HAVE WITH THEIR FREE CONSENT AND IN ACCORDANCE WITH THEIR DESIRES CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS SHOWN HEREON. DO HEREBY DEDICATE THOSE ROADS AND/OR RIGHTS-OF-WAY SHOWN AS PUBLIC DEDICATIONS HEREON TO THE USE OF THE PUBLIC. DO HEREBY WAIVE ON BEHALF OF THEMSELVES AND THEIR SUCCESSORS IN INTEREST ALL CLAIMS FOR DAMAGES AGAINST BENTON COUNTY AND ANY OTHER GOVERNMENTAL AUTHORITY WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONTRIBUTION, DRAINAGE AND MAINTENANCE OF SAID DEDICATED ROADS AND/OR RIGHTS-OF-WAY. AND DO HEREBY GRANT AND RESERVE THE EASEMENTS AS SHOWN HEREON FOR THE USES INDICATED.

RANDOLPH LECHTEL _____ MARILENE LECHTEL _____

ACKNOWLEDGMENT

STATE OF WASHINGTON
COUNTY OF BENTON
I, _____, 2016, A.D., PERSONALLY APPEARED BEFORE ME, RANDOLPH LECHTEL AND MARILENE LECHTEL, KNOWN TO ME TO BE THE INDIVIDUALS WHO EXECUTED THE FOREGOING "OWNER'S CERTIFICATE" AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS HIS VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.
IN WITNESS WHEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT _____

MY COMMISSION EXPIRES _____

APPROVALS

THE PLAT AS SHOWN HEREON IS APPROVED BY AND FOR THE COUNTY OF BENTON, WASHINGTON

FIRE MARSHALL _____ DATE _____

CHAIRMAN, BENTON COUNTY PLANNING COMMISSION _____ DATE _____

CHAIRMAN OF THE BOARD, BENTON COUNTY COMMISSIONERS _____ DATE _____

BENTON COUNTY ENGINEER _____ DATE _____

THE UTILITY EASEMENTS ARE HEREBY APPROVED BY THE FOLLOWING UTILITIES

BENTON COUNTY P.U.D. NO. 1 _____ TITLE _____ DATE _____

VERIZON/TELEPHONE _____ TITLE _____ DATE _____

CHARTER COMMUNICATIONS _____ TITLE _____ DATE _____

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO, AND INCLUDING THE TAP _____

BENTON COUNTY TREASURER _____ DATE _____

BENTON COUNTY ASSESSOR _____ TITLE _____ DATE _____

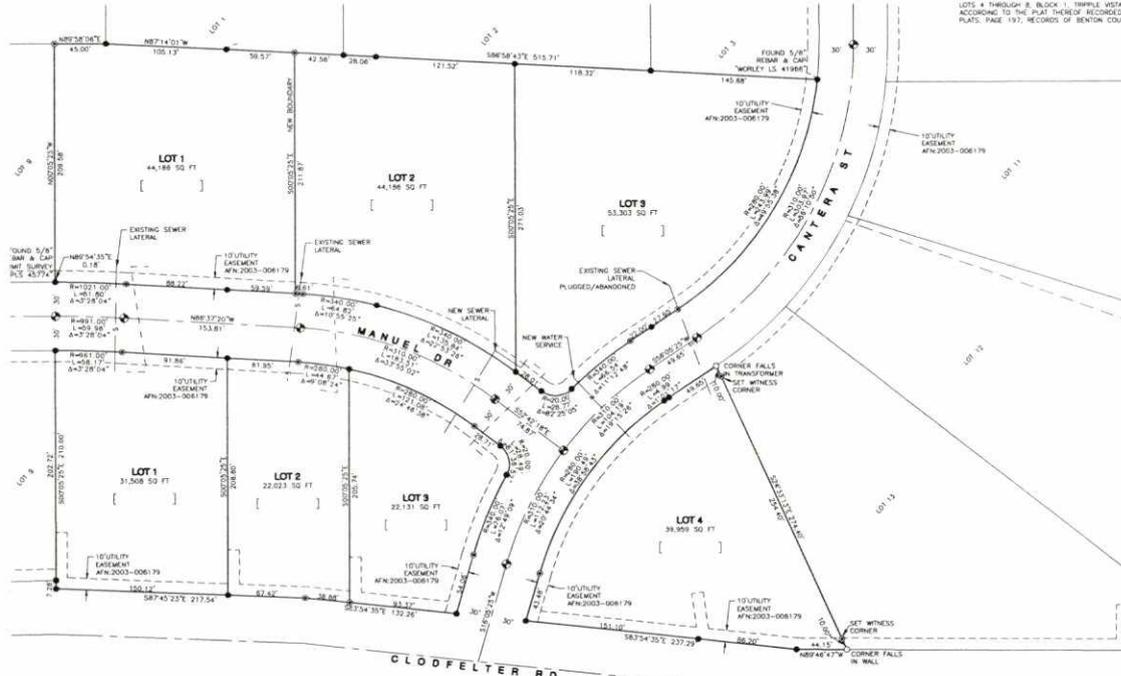
AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF _____ AT _____ M., THIS _____

DAY OF _____, 2016, AND RECORDED IN VOLUME _____ OF PLATS,

AT PAGE _____, RECORDS OF BENTON COUNTY, WASHINGTON.

BENTON COUNTY AUDITOR _____ FEE NUMBER _____



RECEIVED

JUL 25 2016

Benton County
Planning Department

SURVEYOR'S CERTIFICATE

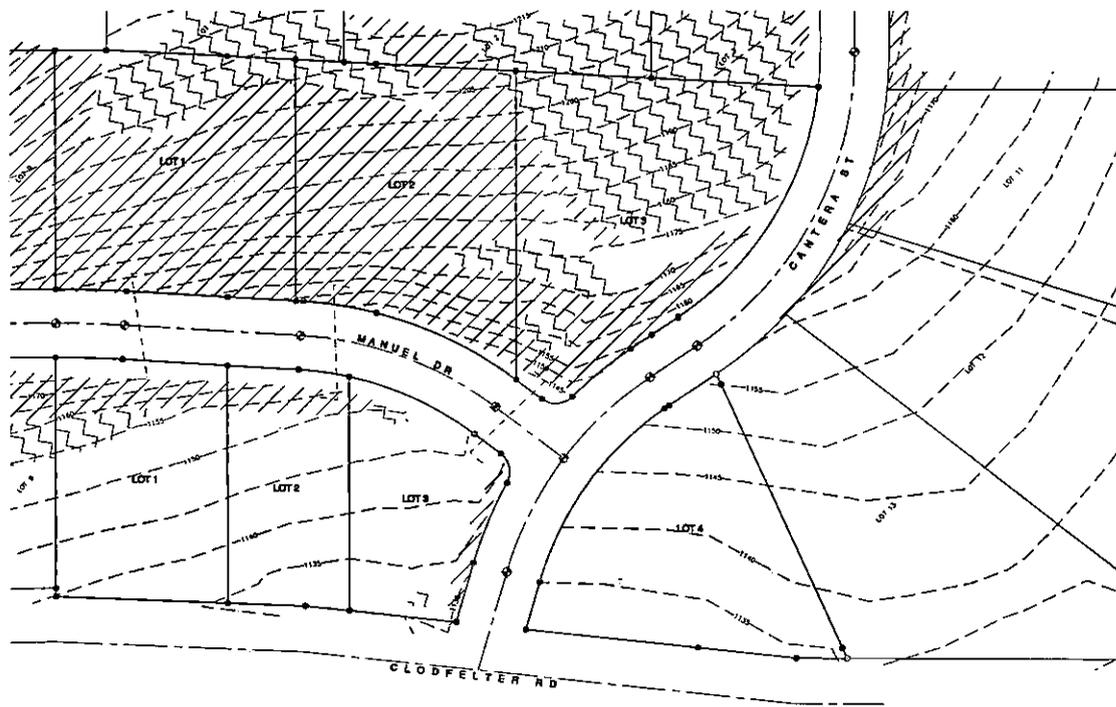
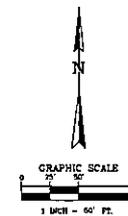
I, CHRISTOPHER C. ABRAHAM, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF HEREBY CERTIFY THAT THE PLAT AS SHOWN HEREON, IS BASED ON AN ACTUAL FIELD SURVEY OF LAND DESCRIBED, AND THAT SAID PLAT IS STAMPED ON THE GROUND AS INDICATED HEREON.



2545 Robertson Drive
Richland, Washington 99354
Office 509-375-4123
Fax 509-371-0989

DATE: 06/14/16
SCALE: 1"=50'
DRAWN BY: CCA
APPROVED BY: CCA
PROJECT: 16028
SHEET 1 OF 2

Final Plat Alteration of
TRIPPLE VISTA ESTATES NO. 2
 ALTERING BOUNDARIES OF LOTS 4 THROUGH 8, BLOCK 1 & GENERAL NOTE 3
 SECTION 23, TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M.
 BENTON COUNTY, WASHINGTON



TOPOGRAPHY NOTES

- CONTOUR INTERVAL = 5'
- DENOTES AREAS OF 15% TO 20% SLOPE
- DENOTES AREAS IN EXCESS OF 20% SLOPE (UNSUITABLE FOR THE USE OF ON-SITE SEWAGE DISPOSAL SYSTEMS)

SURVEYOR'S CERTIFICATE

I, CHRISTOPHER C. ARNOLD, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF HEREBY CERTIFY THAT THE PLAT AS SHOWN HEREON, IS BASED ON AN ACTUAL FIELD SURVEY OF LAND OCCUPIED, AND THAT SAID PLAT IS STAKED ON THE GROUND AS INDICATED HEREON.



AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF _____ AT _____, THIS _____ DAY OF _____, 2016, AND RECORDED IN VOLUME _____ OF PLATS, AT PAGE _____, RECORDS OF BENTON COUNTY, WASHINGTON.

BENTON COUNTY AUDITOR _____ FEE NUMBER _____

<p>PERMIT SURVEYING INC.</p> <p>2343 Philadelphia Drive Richland, Washington 99354</p>	DATE: 06/14/16
	SCALE: 1"=50'
	DRAWN BY: OCA
	APPROVED BY: OCA
PROJECT: 16028	SHEET 2 OF 2

PARCEL # 123883030001006 SECTION 23 TOWNSHIP 8 RANGE 28
QUARTER S.W. PLAT TRIPPLE NO. 105904 MANUEL DRIVE

PARCEL # 123883030001007 SECTION 23 TOWNSHIP 8 RANGE 28
QUARTER S.W. PLAT TRIPPEE LOC. 105602 MANUEL DRIVE

PARCEL # 123883030001008 SECTION 23 TOWNSHIP 8 RANGE 28
QUARTER S.W. PLAT TRIPPLE LOCATION: 105408 MANUEL DRIVE

PARCEL # 123883030001005 SECTION 23 TOWNSHIP 8 RANGE 28
QUARTER S.W. PLAT TRIPPLE LOCATION: 34004 CANTERA ST

PARCEL # 123883030001004 SECTION 23 TOWNSHIP 8 RANGE 28
QUARTER S.W. PLAT TRIPPLE LOCATION: 33708 S. CANTERA ST.

7. Any other comments or information, which is significant.

8. The applicant shall submit **ten (10)** copies of the final plat for final review.

9. **Land Use Information:**

- a. Total area involved 257,276 sqft
- b. Total number of lots 4
- c. Smallest lot area 39,959.59 ft
- d. Average lot area 64,324.00
- e. Acreage in parks N/A
- f. Length of public streets 1059'
- g. Total acreage of public streets 1.42 acres

I certify that the information given above is true and complete.

Signature Block for individuals only.


Applicant's Signature

Randolph L. Lechert
Print Name

7/1/2016
Date


Signature of Legal Owners

Marleen Lechert
Print Name

7/1/2016
Date

Signature of Person with additional ownership interest

Print Name

Date

Signature of Person with additional ownership interest

Print Name

Date

ALL persons with an ownership interest in the property on which the land use action is proposed must sign the application.

If the applicant or legal owner is a corporation/partnership/LLC etc. please use the following signature block. Please copy this page if there is more than one corporation/partnership/LLC signature required.

Applicant: _____

By: _____
(print name) (Title)

Signature: _____
(Signature) (Title)

The above signed officer of _____ (name of entity) warrants and represents that all necessary legal and corporate actions have been duly undertaken to permit _____ to submit this application and that the above signed officer has been duly authorized and instructed to execute this application.

THERE IS A \$250.00 NON REFUNDABLE APPLICATION FEE FOR A FINAL SUBDIVISION PAYABLE AT THE TIME OF SUBMITTAL. MAKE CHECKS PAYABLE TO THE BENTON COUNTY TREASURER.

Any information submitted to the Benton County Planning Department is subject to public records disclosure law for the State of Washington (RCW Chapter 42.17) and all other applicable law that may require the release of the documents to the public.

<p>FOR OFFICIAL USE ONLY:</p> <p>Critical Area Review Completed by _____ on _____.</p> <p>Application approved for processing by _____ on _____.</p> <p>Zoning _____ Comp Plan Designation _____.</p>
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