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SKAMANIA COUNTY BOARD OF COMMISSIONERS
240 NW Vancouver Ave.
Stevenson, WA 98648
Regular Business Meeting July 26, 2022

Commissioner Meetings are open to the public either in person or using ZOOM with the following numbers:

1 346 248 7799 US 1 312 626 6799 US
1 646 558 8656 US 1 669 900 9128 US
1 301 715 8592 US

Meeting ID: 889 0632 1210 – New Meeting ID as of 06/01/2021

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- Audio only from your computer <https://us02web.zoom.us/j/88906321210>

WRITTEN PUBLIC COMMENTS ACCEPTED AND ENCOURAGED BY MONDAY PRECEDING THE MEETING AT NOON. If you wish written comments to be listed on the agenda, they need to be submitted to the Clerk of the Board by noon on Thursday preceding the Tuesday/Wednesday meeting, otherwise they will be held for the following Tuesday/Wednesday. Email comments to: slack@co.skamania.wa.us When a holiday falls on Monday, the regular meeting is held on Wednesday of that week.

Tuesday, July 26, 2022

9:00 AM Staff Meeting
9:30 AM Call to Order
 Pledge of Allegiance
 Public Comment (3 minutes)

Consent Agenda. Items will be considered and approved on a single motion. Any Commissioner may, by request, remove an item from the agenda prior to approval. (8 items)

1. Interagency Agreement with the Department of Natural Resources (DNR) – Good Neighbor Authority
2. Liquor license renewals for Dollar General Store, Home Valley Store and Crooked Acres Vineyard
3. Contract Amendment #1 with Washington State Department of Transportation 2021-2023 Capital Consolidated grant to change the purchase from three ADA minivans to two ADA minivans due to the high increase in van prices
4. Contract Amendment with Foxster Solutions, Inc. dba CTS Software to correct date for transportation dispatch software program, maintenance & support, and hardware through 2024
5. Approve quote from Insight and Authorization to Purchase form for fiber switch for the Annex
6. Contract with Granite Construction Company for Skamania Landing Road Project CRO 2021-01
7. Contract with Administrative Office of the Courts for state grant used to fund a portion of a Juvenile Court staff salary while facilitating the department's BECCA grant
8. Interlocal Agreement with Klickitat County for Skamania County Community Health to provide Crisis Intervention services in Klickitat County
9. Authorization to Purchase guardrail material for repair of Willard Bridge

Voucher Approval

Authorize Skamania County Law Enforcement Guild employees employed by the County July 16-31, 2022, to receive a one-time retention incentive pay pursuant to Article 16 – Rates of Pay

Meeting Updates

10:00 AM Department Head Reports
10:30 AM WSU Extension and Forest Youth Success group updates on the 2022 season
11:00 AM Workshop with Financial Management Administrator, Elected Officials, Department Heads and Managers to discuss County finances
11:30 AM Department of Natural Resources Updates with Brian Poehlein and Eric Wisch
Adjourn

Note: Agenda subject to change. Times listed are estimates only. The Commission reserves the right to move agenda items as needed and during the meeting, and may add and act on any item not included in the above agenda. Minutes are available at www.skamaniacounty.org on the Commissioners web page. If necessary, the Board may hold executive sessions on scheduled meeting days. Board of Commissioner meetings are recorded, and audio may be heard at www.skamaniacounty.org



INTERAGENCY AGREEMENT
DEPARTMENT OF NATURAL RESOURCES (DNR)

NO. 93-103374

PI: 6G3, 3G3

Funding Source: Federal

Grant Funded: Yes No

COVID 19 Contractor Vaccination Declaration required yes No, the work performed is not subject to Proclamation Requirements.

This Agreement is made and entered into between the Washington State Department of Natural Resources, hereinafter referred to as DNR, and the below named firm, hereinafter referred to as Skamania County.

DNR and Skamania County enter into this Agreement under the authority of RCW Chapter 39.34, Interlocal Cooperation Act.

Skamania County
Board of Commissioners
240 NW Vancouver
Stevenson, WA 98648
Phone: 509-427-3702
Email: Lannen@co.skamania.wa.us

IT IS MUTUALLY AGREED THAT:

1.0 Purpose. The purpose of this Agreement is to provide the terms and conditions between the Parties to make the most efficient use of their powers by enabling them to cooperate on the basis of mutual advantage and establish a framework to implement work completed under this Agreement.

2.0 Scope of Work. Skamania County shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to performing work set forth in the Exhibit A – Scope of Work.

3.0 Period of Performance. The period of performance of this Agreement shall begin on the date of final signature and end on March 10, 2027, unless terminated sooner as provided herein.

4.0 Payment. The parties estimate that the cost of accomplishing the work will not exceed Two-Hundred And Twenty Thousand Dollars (\$220,000). Pay for services shall be based on the rates and terms described in Exhibit B – Budget. Additional funds may be added to this Agreement during its Period of Performance through mutually agreed upon amendment(s).

5.0 Billing Procedures. Skamania County shall submit invoices quarterly. Payment for approved goods and/or services will be made by check, warrant or account transfer within 30 days of receipt of the invoice. Upon expiration of the Agreement, invoices shall be paid, if received within 30 days after the expiration date. However, invoices for all work done within a fiscal year must be submitted within 30 days after the end of the fiscal year.

Each invoice submitted to DNR shall include information needed by DNR to determine the exact nature of all expenditures and completed work. At a minimum, each invoice shall specify the following:

- A. Agreement number 93-103374.
- B. Agreement related expenses incurred for each month.
- C. The total number of hours worked for each employee.
- D. The total amount of taxes (if any).
- E. Any other relevant information.
- F. The total invoice charge.

6.0 Records Maintenance. Skamania County shall maintain books, records, documents and other evidence, to sufficiently document all direct and indirect costs incurred by Skamania County in providing the services. These records shall be available for inspection, review, or audit by personnel of the DNR, other personnel authorized by the DNR, the Office of the State Auditor, and federal officials as authorized by law. Skamania County shall keep all books, records, documents, and other material relevant to this Agreement for six years after agreement expiration. The Office of the State Auditor, federal auditors, and any persons authorized by the parties shall have full access to and the right to examine any of these materials during this period.

Records and other documents in any medium furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose this material to any third parties without first notifying the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

7.0 Rights to Data. Unless otherwise agreed, data originating from this Agreement shall be 'works for hire' as defined by as defined by Title 17 U.S.C., Section 101 and shall be owned by Skamania County and DNR, equally. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to use, copyright, patent, register and the ability to transfer these rights.

8.0 Independent Capacity. The employees or agents of each Party who are engaged in performing this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

9.0 Amendments. This Agreement may be amended by mutual agreement of the Parties. Amendments shall be in writing and signed by personnel authorized to bind each of the parties.

10.0 Termination for Convenience. Either party may terminate this Agreement upon 30 calendar days' prior written notice to the other party. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

11.0 Termination for Cause. If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of the terms and conditions, the aggrieved party will give the other party written notice of the failure or violation. The aggrieved party will give the other party 15 working days to correct the violation or failure. If the failure or violation is not corrected within 15 days, the aggrieved party may immediately terminate this Agreement by notifying the other party in writing.

12.0 Disputes. If a dispute arises, each party will make a good faith effort to resolve issues at the lowest possible level in their respective agencies. If they cannot resolve an issue, they will elevate the issue within their respective chains of command to resolve it.

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, Agreement terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties. The cost of resolution will be borne as allocated by the Dispute Board. Alternatively, the parties may pursue a third party dispute resolution as the parties mutually agree to in writing.

13.0 Governance. This contract is entered into by the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

If there is an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- (1) Applicable federal statutes and rules;
- (2) State of Washington statutes and regulations
- (4) Scope of Work; and
- (5) Any other provisions of the agreement, including materials incorporated by reference.

14.0 Assignment. The work to be provided under this Agreement and any claim arising from this Agreement cannot be assigned or delegated in whole or in part by either Party, without the Agreement No. 93-103374

express prior written consent of the other Party. Neither Party shall unreasonably withhold consent.

15.0 Waiver. A Party that fails to exercise its rights under this Agreement is not precluded from subsequently exercising its rights. A Party's rights may only be waived through a written amendment to this Agreement.

16.0 Harassment. Per [RCW 43.01.135](#), Sexual harassment in the workplace, Agency Contractors hereby have access to DNR Policy PO01-007 Harassment Prevention: https://www.dnr.wa.gov/publications/em_PO01-007_harassment_prevention.pdf

17.0 Covid-19 Vaccination Requirement Pursuant to [Proclamation 21-14.2 – COVID-19 Vaccination Requirement](#), as now or hereafter amended by the Governor ("Proclamation"), contractors who have goods, services, or public works contracts with a Washington state agency, including the Department of Natural Resources (DNR), must ensure that their personnel (including subcontractors) who perform contract activities on-site comply with the COVID-19 vaccination requirements of the Proclamation, unless exempted as prescribed by the Proclamation. Compliance with the Proclamation is mandatory. Contractor shall comply with the Proclamation.

18.0 Severability. The provisions of this Agreement are severable. If any provision of this Agreement or any provision of any document incorporated by reference should be held invalid, the other provisions of this Agreement without the invalid provision remain valid.

19.0 Responsibilities of the Parties/Indemnification.

Each party to this Agreement hereby assumes responsibility for all claims and damages to persons and property resulting from any act or omissions on the part of itself, its employees, agents, and officers. Neither party assumes any responsibility to the other party for the consequences of any claim, act, or omission of any person, agency, firm, or corporation not a party to this Agreement.

20.0 Insurance.

The State of Washington, including all its agencies and departments, is self-insured for all exposures to tort liability, general liability, property damage liability, and auto liability, as provided in statute, but only as respects the negligence of the State.

Before using any of said rights granted herein and its own expense, Skamania County shall purchase and maintain, or require its agent(s)/ subcontractor to purchase and maintain the insurance described below for the entire duration of this Agreement. Failure to purchase and maintain the required insurance may result in the termination of the Agreement at DNR's option.

All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to, or maintained by, the State of Washington, Department of Natural Resources.

Skamania County shall provide DNR with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Agreement before using any of said rights granted herein. The description section of the certificate shall contain the Contract Number and the name of the DNR Project Manager. Skamania County shall also provide renewal certificates as appropriate during the term of this Agreement.

Skamania County shall include all subcontractors and agents as insured under all required insurance policies or shall provide separate certificates of insurance for each subcontractor or agent. Failure of Skamania County to have its subcontractors and agents comply with the insurance requirements contained herein does not limit Skamania County's liability or responsibility.

INSURANCE TYPES & LIMITS: The limits of insurance, which may be increased by State, as deemed necessary, shall not be less than as follows:

Commercial General Liability (CGL) Insurance: Skamania County shall purchase and maintain commercial general liability insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit. All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

Employer's liability ("Stop Gap") Insurance: Skamania County shall purchase and maintain employer's liability insurance and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease.

Business Auto Policy (BAP) Insurance: Skamania County shall purchase and maintain business auto insurance and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto". The policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense." Skamania County waives all rights of subrogation against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Industrial Insurance (Workers Compensation): Skamania County shall comply with Title 51 RCW by maintaining workers compensation insurance for its employees. Skamania County waives all rights of subrogation against State for recovery of damages to the extent they are covered by Industrial Insurance, employer's liability, general liability, excess, or umbrella insurance. Skamania County waives its Title 51 RCW immunity to the extent it is required by its indemnity obligation under this Agreement.

ADDITIONAL PROVISIONS:

Additional Insured: The State of Washington, Department of Natural Resources, its officials, agents, and employees shall be named as additional insured by endorsement on all general liability, excess, and umbrella insurance policies.

Cancellation: DNR shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

1. Insurers subject to Chapter 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or nonrenewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
2. Insurers subject to Chapter 48.15 RCW (Surplus Lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

Insurance Carrier Rating: All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII, or better. Any exception must be reviewed and approved by the DNR Risk Manager or the DNR Contracts Manager, in the Risk Manager's absence. If an insurer is not admitted to do business in the State of Washington, all insurance policies and procedures for issuing the insurance policies must comply with Chapters 48.15 RCW and 284-15 WAC.

Self-Insurance: If Skamania County is self-insured, evidence of its status as a self-insured entity shall be provided to State. The evidence should demonstrate that Skamania County's self-insurance meets all of the required insurance coverage of this Agreement to the satisfaction of State including the description of the funding mechanism and its financial condition. If the funding mechanism or financial condition of the self-insurance program of Skamania County is inadequate, then State may require the purchase of additional commercial insurance to comply with this Agreement.

Waiver: Skamania County waives all rights of subrogation against State for recovery of damages to the extent these damages are covered by general liability, excess, or umbrella insurance maintained pursuant to this Agreement.

21.0 Complete Agreement in Writing. This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

22.0 Contract Management.

CONTRACTOR Contract/Project Manager Information	DNR Contract Manager Information
<p>Tom Lannen Skamania County Board of Commissioners 240 NW Vancouver Stevenson, WA 98648 <i>Phone : 509-427-3702</i> <i>Email address: Lannen@skamania.wa.us</i></p>	<p>Matthew West Department of Natural Resources 1111 Washington St SE Olympia, WA 98504 <i>Phone: 509-378-8099</i> <i>Email address: Matthew.West@dnr.wa.gov</i></p>
	<p>DNR Project Manager Information</p> <p>Sean Tran Department of Natural Resources 1111 Washington St SE Olympia, WA 98504 <i>Phone: 360-688-6035</i> <i>Email address: sean.tran@dnr.wa.gov</i></p>

By signature below, the Parties certify that the individuals listed in this document, as representatives of the Parties, are authorized to act in their respective areas for matters related to this instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

**SKAMANIA COUNTY
DEPARTMENT OF PUBLIC WORKS**

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL
RESOURCES (DNR)**

Signature	Date	Signature	Date
Richard Mahar		George Geissler	
Name		Name	
Chairman, Skamania County Board of Commissioners		State Forester	
Title		Title	
PO Box 1009 170 NW Vancouver Avenue		PO Box 47037 1111 Washington St SE Olympia, WA 98504	
Address		Address	
509-427-3900		360-902-1300	
Telephone		Telephone	

SCOPE OF WORK

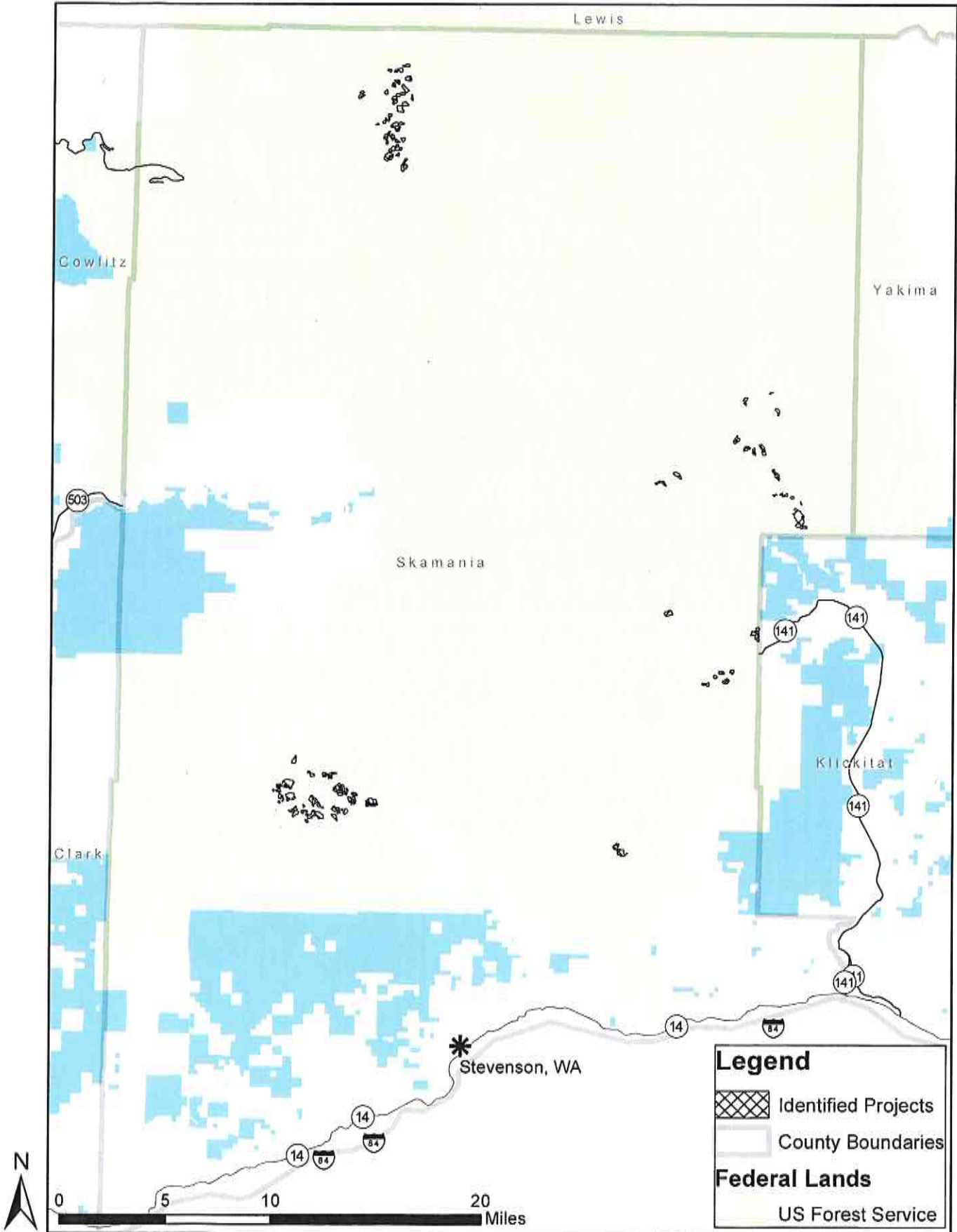
- I. Map of Project Area: Gifford Pinchot National Forest and Skamania County**

-See Following Page-

DNR GNA-Skamania County IAA, Forest Restoration Project Support

AGREEMENT #: 93-103374

REGION: Gifford Pinchot National Forest
COUNTY(S): Skamania



II. Description of Project Area, Treatment Activities, and Other Agreed-to Activities

Annually, Skamania County will develop a joint program of work with DNR to support federal partners through the implementation of the Good Neighbor Authority Agreement previously executed between the U.S. Forest Service and DNR. Projects identified in Exhibit A, Section V below will maximize the capacity of Skamania County to accelerate the pace and scale of restoration projects as well as the implementation of these projects. Work under this Agreement will be accomplished within Skamania County only and on the Gifford Pinchot National Forest. Generally, the work required under this Scope of Work will be applied across the project area as shown in the map above under the guidance of DNR and in coordination with the U.S. Forest Service and Skamania County.

III. Plan of Operations

- a. DNR and Skamania County shall jointly complete tasks outlined throughout this agreement. Project Managers and Contract Managers for DNR and Skamania County, in coordination with the U.S. Forest Service, shall communicate quarterly to ensure operations are proceeding in accordance with the Agreement. Annually, DNR and Skamania County staff will meet to determine what steps are needed to accomplish the work for this agreement. In addition, DNR and Skamania County will jointly meet with the U.S. Forest Service to coordinate on this program of work. The work to be completed by Skamania County shall be done together with DNR staff and U.S. Forest Service staff (including both seasonal and permanent employees).
- b. Work completed under this agreement shall follow all applicable existing Washington State policies and procedures for conducting activities within the identified projects (including timber harvests) as established by law, administrative rule, manual code, handbooks (e.g. the Timber Management Procedures Manual and the Forest Management Procedures Manual), and other Washington State policy documents. When supporting U.S. Forest Service projects, Skamania County shall follow all federal law and policies as related to the tasks outlined in this agreement. DNR shall work regularly, administratively, and operationally with Skamania County in a mentorship role, to guide and support Skamania County, in coordination with the U.S. Forest Service.

IV. Specifications

- a. Skamania County Forester will conduct typical activities related to supporting commercial restoration projects conducted by the DNR include boundary line establishment, silvicultural prescription application, tree marking when necessary, geospatial data collection, timber cruising, road plan design and forest road layout for initial presale activities.

V. Restoration Activities Implementation Task

The following table describes the tasks to be completed by Skamania County under this agreement to support DNR and U.S. Forest Service in conducting restoration activities within the Gifford Pinchot National Forest. Any additional tasks agreed upon by both parties shall be done so by written amendment to this agreement. The tasks currently include:

Project Name: Forest-wide Commercial and Non-commercial Restoration Project Support	
Project Location: Gifford Pinchot National Forest within Skamania County	
Implementation Tasks	
DNR will:	Skamania County will:
Approve work performed by Skamania County and ensure payments are made according to the Billing Procedure section above.	Provide personnel management, administrative and clerical support to ensure invoices are submitted and payments received are correct. Ensure Quarterly Reports and other documents required by this agreement are submitted on time.
Provide National Environmental Policy Act (NEPA) documents to Skamania County and applicable safe project design criteria, logging plans, project area maps, road notes and GIS files, and any other relevant project design documents.	Shadow and assist DNR and U.S. Forest Service technicians to become familiar with DNR and U.S. Forest Service layout procedures and requirements.
Explain federal environmental protection requirements on a project by project basis to Skamania County personnel. U.S. Forest Service staff may assist DNR in this process for continuity of operations under the terms of the Good Neighbor Agreement.	
Review layout of units identified by DNR to be part of the work of this agreement and provide clarification regarding details if requested by the Skamania County. Communicate approval of work done by Skamania County regarding these units or the entire project area and/or request modifications as needed. Ensure all quality control methods (section VII) are adhered to. Provide corrective action as needed.	Identify units and other areas restricted from NEPA and haul routes. Flag, paint and post unit boundaries to the standards required by DNR project design standards, or U.S. Forest Service project design standards.
DNR Engineers with regard to road maintenance, temporary road design features and providing data for planning purposes will provide opportunities for Skamania County to	Provide DNR or U.S. Forest Service with: <ol style="list-style-type: none"> 1. GIS shapefiles of unit boundaries and approximate temporary road locations and lengths 2. GPS point data collection

<p>shadow and learn DNR methodology for road plan design. This may be done in coordination with U.S. Forest Service engineering staff.</p>	<ol style="list-style-type: none"> 3. Designated special management / protection areas within the project area 4. Field Notes 5. Any other project-specific documents requested as being necessary for contract design and bidding by DNR or the U.S. Forest Service
<p>Oversee and design cruise plans and specifications for selected sale areas.</p> <p>Lead any pre-cruise and/or production cruise activities across the project area.</p>	<p>Shadow DNR specialists and/or U.S. Forest Service's layout technicians in cruise design.</p> <p>Assist DNR or Forest Service with pre-cruise and production cruise measurements across sale area when requested.</p>
<p>Provide non-commercial restoration project specifications to Skamania County including environmental protection requirements, design criteria, or other required documents and information necessary to complete required work.</p>	<p>Complete required project layout, such as unit boundary, project reconnaissance including visual inspection, data collection, maps, or other requested needs to successfully conduct project.</p>
<p>Provide opportunities for Skamania County to shadow DNR in contract administration of DNR-led projects on the Gifford Pinchot National Forest.</p>	<p>Shadow DNR in field visits to active commercial and non-commercial restoration projects.</p>

VI. Quality Control Plan

a. As part of Skamania County's quality control for commercial and non-commercial projects, Skamania County will:

- i. At completion of project layout and/or marking as described in the task list above, the unit number, paint colors used and acres to will be reported to the DNR, who in turn will share that information with their U.S. Forest Service contact.
- ii. Notify DNR project contact when marking and/or cruising is completed, if done under one of the tasks listed above.
- iii. Pre-sale report or project descriptions, map(s) and supporting materials for each project area will be reviewed and approved by the DNR project manager. The review will be to examine the sale details in order to evaluate cruise accuracy, proper sale documentation, and completeness.

b. As part of DNR's Quality Control for projects under this agreement, DNR will:

- i. Coordinate with Skamania County to develop a full understanding of silvicultural and environmental objectives of tasks. Templates and review opportunities will be provided as needed.
- ii. Review all of Skamania County's completed work. DNR will communicate approval or request corrections within 7 business days of receipt of Skamania County's work product. If work is done in supporting U.S. Forest Service projects, DNR will communicate approval or request modifications within 15 business days of submission to DNR or provide written notification with justification and alternative completion timeframes.
- iii. Validate the intent of the prescription and project objectives are being met. To do this, DNR, in coordination with U.S. Forest service designated personnel, will inspect approximately 5% of marked stands prior to acceptance of timber sale marking to review adherence to silvicultural prescriptions and other requirements. The US Forest Service will provide results of inspections, including recommendations for corrective actions (if needed) to the DNR in writing per DNR's agreement with the US Forest Service. This in turn will be communicated to Skamania County by DNR as part of this agreement. The U.S. Forest Service will determine if inspections will necessitate re-marking if the intent of the prescription and project objectives are met. DNR will communicate this to Skamania County.

c. As part of DNR and Skamania County's joint quality control for timber sale projects under the terms of this Agreement, both parties will:

- (i) DNR and Skamania County, in coordination with U.S. Forest Service, will perform a joint interdisciplinary review of one completed project per year (or as projects are available). The review will be led by the DNR in coordination with U.S. Forest Service and will focus on the achievement of project outcomes and will provide constructive feedback for future agreement work. The main objectives of the review are to:
 - (ii) Assess the attainment of management objectives and compliance with resource design elements and other requirements as set forth in the project-specific NEPA documents.
 - (iii) Evaluate and ensure compliance with applicable laws and regulations.
 - (iv) Identify, evaluate, and resolve (if needed) controversial issues.
 - (v) Provide feedback to each other and the U.S. Forest Service, and sub-awardees involved with agreement projects.
 - (vi) Evaluate post sale monitoring of NEPA-identified project design elements.

BUDGET

DNR Cash to the Cooperator Financial Plan					
DNR IAA# 93-103374					
Cooperators: DNR Federal Lands Program and Skamania County					
Reimbursement Rates					
Position	Hourly Rate	Equipment	Rate	Units	
Forester	41.75			\$/HR	
				\$/HR	
Estimated Salaries/Labor (fully loaded)					
Standard Calculation					
Job Description	# Units	Cost/hour	# of hours	Total	
Forester	1	41.75	4120	\$172,010.00	
Non-Standard Calculation					
Total Salaries/Labor				\$172,010.00	
Estimated Travel					
Standard Calculation					
Travel Expense	Employees	Cost/Day	# of Days	Total	
4x4 Pickup Truck		\$76.00	330.00	\$25,080.00	
Non-Standard Calculation					
				\$0.00	
Total Travel				\$25,080.00	
Estimated Equipment					
Standard Calculation					
Piece of Equipment	# of Units (day or Miles or Rate)	Cost/Hour/Mile	# of hours	Total	
Non-Standard Calculation					
Total Equipment				\$0.00	

Estimated Supplies/Materials				
Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
Forester Supplies (cruiser vest, hard hat, etc.)		1.00	\$2,910.00	\$2,910.00
Non-Standard Calculation				
Total Supplies/Materials				\$2,910.00
Subtotal Direct Costs			\$200,000.00	
Cooperator Indirect Costs				
Current Overhead Rate	Subtotal Direct Costs			Total
10.00%	\$200,000.00			\$20,000.00
Total Coop. Indirect Costs				\$20,000.00
TOTAL COST			\$220,000.00	

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 07/06/2022

LICENSED ESTABLISHMENTS IN UNINCORPORATED AREAS COUNTY OF SKAMANIA
(BY ZIP CODE) FOR EXPIRATION DATE OF 20221031

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. DG STRATEGIC VII, LLC	DOLLAR GENERAL STORE #22272 1241 METZGER RD CARSON WA 98610 3010	432029	GROCERY STORE - BEER/WINE GROCERY STORE - BEER/WINE
2. HOME VALLEY GENERAL LLC	HOME VALLEY STORE 50151 HWY 14 HOME VALLEY WA 98648 0000	401577	GROCERY STORE - BEER/WINE
3. CROOKED ACRES VINEYARD LLC	CROOKED ACRES 422 KING ROAD UNDERWOOD WA 98651 0000	428377	DOMESTIC WINERY < 250,000 LITERS

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Seniors Services	 Signature
<u>AGENDA DATE</u>	7/26/2022	
<u>SUBJECT</u>	WSDOT Capital Grant Contract Amendment 1	
<u>ACTION REQUESTED</u>	Sign Amendment	

SUMMARY/BACKGROUND

This is an amendment to the PTD0371 Capital grant received from WSDOT. This amendment changes the initial agreement to purchase two ADA minivans instead of three ADA minivans due to the high increase in van prices.

FISCAL IMPACT

None

RECOMMENDATION

Sign Amendment

ATTACHMENTS

2021-2023 Capital Amendment
Board Signature Page

<http://www.skamaniacounty.org/senior-services/>
<http://www.facebook.com/SkamaSeniors>

From: WSDOT PTD Agreements <PTDAgreements@WSDOT.WA.GOV>
Sent: Tuesday, July 12, 2022 5:39 PM
To: Sophie Miller <miller@co.skamania.wa.us>
Cc: Gerald, Emily <GeraldE@wsdot.wa.gov>; Soicher, Alan <SoicheA@wsdot.wa.gov>; Baumann, Bill <BaumanB@wsdot.wa.gov>
Subject: Amendment to Capital Agreement- Skamania County PTD0371-01

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Greetings,

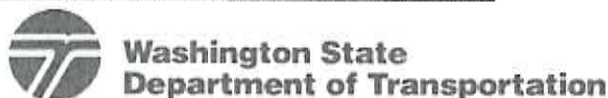
Attached is the first amendment to Skamania County Consolidated Capital PTD0371 Agreement. Please carefully review the new amendment to ensure all proper elements are present. Inform your assigned WSDOT Community Liaison/ project manager if the document contains any errors.

After review, please have your authorized representative sign and send the amendment to ptdagreements@wsdot.wa.gov and your community liaison/ project manager.

WSDOT will send the original executed amendment to you after WSDOT's representative signs.

Thank you,

Jadine Osei Tutu
Business Analyst & Planner
Transportation Planning Specialist
Public Transportation Division
MS: 47387
Direct: 360-705-7912
Cell: 360-628-9004
<https://wsdot.wa.gov/business-wsdot>



I did confirm that we have to mail the original & receive the original signatures back.

*Thanks!
Sophie*

*Mailing Address
Alan Soicher
P.O. Box 47387
Olympia, WA. 98504*



**Washington State
Department of Transportation**

This is the first AMENDMENT to AGREEMENT PTD0371 entered into between the Washington State Department of Transportation (hereinafter referred to as "WSDOT"), and Skamania County Senior Services (hereinafter referred to as "CONTRACTOR"), and/or individually referred to as the "PARTY" and collectively referred to as the "PARTIES,"

RECITALS

WHEREAS, both PARTIES agree to amend AGREEMENT PTD0371 to:

- Replace \$114,876 in State Competitive Special Needs Transportation funds with State Competitive Rural Mobility funds.
- Update the following by 'Funding by project':
 - o Update 'Project Title' to read: Replace two (2) ADA Minivans
 - o Update 'Scope of Work' to read: Purchase two (2) replacement ADA-accessible minivans.

NOW THEREFORE, the following AMENDMENTS are hereby incorporated into AGREEMENT PTD0371:

AGREEMENT

1. RECITALS are hereby incorporated into this AGREEMENT.
2. Amend the funding table under 'Funding by Project' to update the Project Title, Scope of Work, and replace \$114,876 in State Competitive Special Needs Transportation funds with State Competitive Rural Mobility funds.

Funding by Project

Project Title: Replace two (2) ADA Minivans

UPIN # PTD0371

Scope of Work: Purchase two (2) replacement ADA-accessible minivans.

Funds	Federal Award Identification #	Current Percentage	Current Funds	Projected Funds	Total Current and Projected Funds
Competitive Special Needs Non-Profit	N/A	0%	\$ -		\$ -
Competitive Rural Mobility	N/A	80%	\$ 114,876		\$ 114,876
Contractor's Funds	N/A	20%	\$ 28,719		\$ 28,719
Total Project Cost		100%	\$ 143,595	\$ -	\$ 143,595

Budget: Current Funds reflect total funding appropriated by the Washington State Legislature for the Project in the 2021-2023 biennium.

3. A copy of this AMENDMENT to AGREEMENT PTD0371 shall be attached to and made a part of the original AGREEMENT. Any references to the "AGREEMENT" shall mean "AGREEMENT as amended."

4. All other terms and conditions of the original AGREEMENT not hereby amended shall remain in full force and effect. This document may be simultaneously executed in several counterparts, each of which shall be deemed original having identical legal effect.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AMENDMENT the day and year last written below.

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION**

CONTRACTOR

Capital Projects & Funding Manager
Public Transportation Division

Authorized Representative

Title

Print Name

Date

Dated this ___ day of _____ 2022.

ATTEST:

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Richard Mahar, Chairman

T.W. Lannen, Commissioner

Debbie Slack, Clerk of the Board

Robert Hamlin, Commissioner

Approved as to form only:

Adam Kick,
Skamania County Prosecuting Attorney

Aye _____
Nay _____
Abstain _____
Absent _____

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number _____

2. Contract Status: (Check appropriate box) Original Renewal Amendment

3. Contractor Information: Contractor: Foxster Solutions Inc, dba CTS Software
Contact Person: Amie L Green
Title: Finance Director
Address: PO Box 57
Address: Swansboro, NC 28584
Phone: 844-637-6589

4. Brief description of purpose of the contract and County's contracted duties:
Date correction for our transportation dispatch software program, maintenance & support and hardware through 2024.

5. Term of Contract: From: 4/30/2019 To: 12/31/2024

6. Contract Award Process: (Check appropriate box)
General Purchase of materials, equipment or supplies - RCW 36.32.245 & 39.04.190

- Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners)
- Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)
- Formal Sealed Bid Process (Purchase is over \$25,000)
- Other Exempt (explain and provide RCW)_Went through RFP process RCW 39.04.270_

Public Works Construction & Improvements Projects – RCW 36.32.250 & 39.04.155 (Public Works, B&G, Capital Improvements Only)

- Small Works Roster (PW projects up to \$200,000)
- Exempt (PW projects less than \$10,000 upon order of the Board of Commissioners)

7. Amount Budgeted in Current Year: \$0
Amount Not Budgeted in Current Year: \$
Total Non-County Funds Committed: \$ Source: _____
Total County Funds Committed: \$ 0
TOTAL FUNDS COMMITTED: \$

8. County Contact Person: Name: Sophie Miller
Title: Program Manager

9. Department Approval: 
Department Head or Elected Official Signature

10. Special Comments: _____

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Senior Services  Signature
<u>AGENDA DATE</u>	July 26, 2022
<u>SUBJECT</u>	CTS Software Dispatching Software Amendment
<u>ACTION REQUESTED</u>	Sign amendment

SUMMARY/BACKGROUND

Senior Services purchased a transportation dispatching software program in April of 2019. In the original submission I recorded the incorrect contract end date. The contract actually has an end date of 12/31/2024 making it a five-year contract instead of a three year as originally submitted. This amendment is just to change the end date of the current contract through December 31, 2024.

FISCAL IMPACT

None already budgeted.

RECOMMENDATION

Sign amendment

LIST ATTACHMENTS

Original 2019 Software License & Services Agreement
Schedule A
Schedule B
Commissioner Signature Page



**SKAMANIA COUNTY BOARD
OF COMMISSIONERS**

Skamania County Courthouse
240 NW Vancouver Ave | PO Box 790
Stevenson, WA 98648

(509)427-3700
(509) 427-3708 Fax

Richard Mahar
District 1

Tom Lannen
District 2

Bob Hamlin
District 3

April 30, 2019

Foxster Solutions Inc., dba CTS Software
Attn: Amie L. Green, Finance Director
P.O. Box 57
Swansboro, NC 28584

Re: Transportation dispatch software program, maintenance, support and hardware

Dear Amie:

Enclosed please find two originals of the above referenced document approved by the Skamania County Board of Commissioners on April 30, 2019. Please have both documents signed where indicated, keep one, and return one to me at the address below:

Skamania County Commissioners
Attn: Debbie Slack, Clerk of the Board
P.O. Box 790
Stevenson, WA 98648
slack@co.skamania.wa.us

If you have any questions, please contact me at (509) 427-3706.

Sincerely,

Debbie Slack
Clerk of the Board



JD

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number _____

2. Contract Status: (Check appropriate box) Original Renewal Amendment

3. Contractor Information: Contractor: Foxster Solutions Inc, dba CTS Software
Contact Person: Amie L Green
Title: Finance Director
Address: PO Box 57
Address: Swansboro, NC 28584
Phone: 844-637-6589

4. Brief description of purpose of the contract and County's contracted duties:
Transportation dispatch software program, maintenance & support and hardware.

5. Term of Contract: From: 4/30/2019 To: 4/30/2022

6. Contract Award Process: (Check appropriate box)

General Purchase of materials, equipment or supplies - RCW 36.32.245 & 39.04.190

- Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners)
 Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)
 Formal Sealed Bid Process (Purchase is over \$25,000)
 Other Exempt (explain and provide RCW) Went through RFP process RCW 39.04.270

Public Works Construction & Improvements Projects - RCW 36.32.250 & 39.04.155 (Public Works, B&G, Capital Improvements Only)

- Small Works Roster (PW projects up to \$200,000)
 Exempt (PW projects less than \$10,000 upon order of the Board of Commissioners)

7. Amount Budgeted in Current Year: \$0
Amount Not Budgeted in Current Year: \$45,370
Total Non-County Funds Committed: \$45,370 Source: WSDOT & Medicaid
Total County Funds Committed: \$0
TOTAL FUNDS COMMITTED: \$45,370


8. County Contact Person: Name: Sophie Miller
Title: Program Manager

9. Department Approval: [Signature]
Department Head or Elected Official Signature

10. Special Comments: _____

*sent page 10 & page 2 w/ signature
via email 5/8/19 & reg-mail*

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Senior Services  Signature
<u>AGENDA DATE</u>	April 30, 2019
<u>SUBJECT</u>	CTS Software Dispatching Software
<u>ACTION REQUESTED</u>	Sign contract for products/services

SUMMARY/BACKGROUND

Seniors currently has a WSDOT grant to purchase a transportation dispatch software program which includes hardware. After extensive research on various companies, Seniors has decided that CTS Software is the best fit for our transportation software needs. This contract is for three years, which includes service and maintenance fees.

FISCAL IMPACT

No County impact. WSDOT grant and Medicaid dollars

RECOMMENDATION

Sign contract

LIST ATTACHMENTS

Software License & Services Agreement
Schedule A
Schedule B
Authorization to Purchase (for reference)
RFP (for reference)



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SOFTWARE LICENSE AND SERVICES AGREEMENT

THIS SOFTWARE LICENSE & SERVICES AGREEMENT (the "Agreement") is made and entered into as of April 23, 2019 (the "Effective Date"), by and between Foxster Opco LLC, dba CTS Software, a North Carolina corporation, located at Post Office Box 57, Swansboro, North Carolina 28584 ("Licensor"), and Skamania County dba Skamania County Senior Services located at 710 SW Rock Creek Drive, Stevenson, WA 98648 ("Licensee"). Licensor and Licensee may be referred to individually as a "Party," or together as the "Parties."

WHEREAS, Licensor is the owner of certain software and related documentation and materials for use in the Public/Private transportation industry; and

WHEREAS, Licensee desires to acquire the non-exclusive, non-transferable right to use the Licensor Software in the operation of its Public/Private Transportation activities; and

WHEREAS, Licensor is willing to grant Licensee the non-exclusive, non-transferable right to use the Licensor Software under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, paid by the parties each to the other, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions In this Agreement the capitalized words set out below will have the following meanings:

- "Agreement" This Software License and Services Agreement effectively made between Licensor and Licensee, and the attached schedules, all of which hereby are incorporated by reference herein and form an integral part hereof;
- "Confidential Information" Information disclosed, or to which access is provided, in the course of, or in connection with, this Agreement, including, but not limited to, information concerning a Party's business, products, services, content, finances, subscribers, source code, tools, protocols, product designs and plans, customer lists and other marketing and technical information, the existence of any business discussions, negotiations or agreements between the Parties, the terms of this Agreement, and any other information that is not publicly available;
- "Documentation" All operating manuals, user instructions, technical literature and all other related materials, and all amendments or modifications thereto, supplied by Licensor to Licensee to aid in the use and operation of the Licensor Software;
- "Licensor Software" The software as identified in Schedule A of this Agreement;
- "Hardware" Means a physically tangible electro-mechanical system or sub-system and associated documentation.
- "Updates" Refers to fixes and minor changes to the Licensor Software.
- "Upgrades" Means and refers to major changes to or a new release of the Licensor Software including without limitation any new major release of the Licensor Software.



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SOFTWARE LICENSE AND SERVICES AGREEMENT

2. Software License

2.1 License Grant. Subject to the terms and conditions hereof, Licensor grants to Licensee a non-exclusive, limited, non-transferable, without right to sublicense, license for the Term to access and use the Licensor Software, which Licensor Software shall be hosted on Licensor's or its designated third party's servers, and use the Documentation, solely for Licensee's own lawful internal business uses.

2.2 License Restrictions; Licensee Rights and Obligations. Licensee shall access and use the Licensor Software only as permitted in Section 2.1 above. Without limiting the foregoing, Licensee shall not:

- a. modify, make derivative works of, reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code for the Licensor Software;
- b. allow the Licensor Software to be combined with or become incorporated in any other computer programs without prior written consent from Licensor;
- c. distribute, encumber, sell, rent, lease, sublicense, or otherwise transfer rights to the Licensor Software (except to the extent, if any, expressly permitted hereunder);
- d. remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Licensor Software.

3. Updates, Upgrades and Backup Services

3.1 Updates.

- a. Updates to the Licensor Software will be noted by incremental numeric designation (e.g., release 1.1).
- b. Licensor shall at no additional charge or fee to Licensee, provide Licensee with all Updates issued and disseminated to Licensor's general customer base.

3.2 Upgrades.

- a. Upgrades to the Licensor Software will be noted by incremental numeric designation (e.g., release 2.0).
- b. Upgrades made available to and for the benefit of Licensor's general customer base ("Standard Upgrades") shall be provided at no additional charge or fee to Licensee.
- c. Upgrades requested by and made available solely to and for the sole benefit of Licensee ("Custom Upgrades") will be quoted by Licensor upon receipt of a written request from Licensee. A written quote with estimated time of completion shall be furnished to Licensee by Licensor. No work will be performed on such request(s) until Licensor receives a signed written authorization from Licensee for the work to be performed. Payment for work performed in connection with Custom Upgrades shall be billed separately and shall be in addition to other billed fees.
- d. Upgrades required by legislative or other regulatory acts of the federal, state, or local authorities ("Complimentary Upgrades") shall be provided to Licensee at no cost. Licensee shall furnish Licensor with necessary documentation from such authority(s) mandating the change when requesting any Complimentary Upgrade. Licensee shall also furnish Licensor with the name and phone number of the relevant authority.
- e. Licensee shall be advised of any add-on feature(s) made available by Licensor. If Licensee requests to acquire the right to access and use these add-on feature(s), no work will be performed on such request(s) until Licensor receives a signed written authorization from Licensee for the work to be performed. Payment for work performed in connection with any such add-on features shall be billed separately and shall be in addition to other billed fees.



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3.3 Backup Services. Backup routines will be managed and controlled by the Licensor and provided to the Licensee at no additional cost. Licensor will perform a database backup every 30 minutes and a full system backup nightly.

4. Proprietary Rights

Licensor owns and shall retain all right, title and interest in and to the (i) Licensor Software and Documentation and all Licensor Confidential Information and all inventions, works of authorship, and other intellectual property embodied thereby or included therein; (ii) all modifications, enhancements, derivative works, and compilations of the foregoing in clause (i); and (iii) all patent, trademark, copyright, trade secret, and other intellectual property rights in the foregoing in clauses (i) and (ii) (all subject matter in foregoing clauses (i)-(iii), collectively, "Licensor Property"). The Parties acknowledge each other's trademark rights, and neither Party shall use the other Party's trade name or trademarks in any manner whatsoever absent the other Party's prior written consent. Except to the extent of the license granted in Section 2.1 (License Grant), nothing in this Agreement grants or otherwise transfers to Licensee or any other entity or individual any right, title or interest in or to any Licensor Property.

5. Services

5.1 Support Services.

a. Licensor shall provide such Support Services commencing on the "License Date" on the terms and conditions set forth on Schedule B.

5.2 Training or Other Services. If Licensee and Licensor have agreed that Licensor will provide Licensee with training or other services, the terms and conditions of such services will be identified on Schedule A of this Agreement.

6. Fees and Payment

6.1 Payment. Fees and payment schedules for Licensee's use of the Licensor Software and related Upgrades are specified in Schedule A. The Parties agree to the allocation of the fees and payments to software, services (if any) and hardware (if any) as designated on Schedule A. Licensee shall pay Licensor's invoices in U.S. dollars to Licensor's address set forth on Schedule A. Any overdue payments will bear interest at one and one-half percent (1.5%) per month until the overdue payment and accrued interest are fully paid.

6.2 Taxes. Licensee shall be responsible for any and all sales, use, excise, value-added or similar taxes that may apply to any products and services provided under this Agreement, and Licensor will use commercially reasonable efforts to identify any applicable taxes on its applicable invoice to Licensee. Licensee will pay applicable taxes on the invoice or, in lieu of the payment of any such taxes, Licensee may provide Licensor with a certificate acceptable to the taxing authorities exempting Licensee from payment of these taxes.

6.3 Disputed Invoices. The Licensee may withhold payment on any portion of the invoiced amount that it disputes in good faith if it provides the Licensor with written notice of such dispute (together with reasonable detail of the facts underlying such dispute) within ten (10) days following the date of such invoice. Appropriate personnel from both Licensor and Licensee shall meet and attempt in good faith to resolve the dispute. If within twenty (20) days the disputed invoice remains unresolved, and if the dispute relates to whether amounts were properly charged, the dispute will be submitted to an independent third party invoice auditing firm that is mutually agreeable to by both Licensor and Licensee. The Parties shall cooperate with such invoice auditing firm and shall provide such invoice auditing firm access to such books and records as may be reasonably necessary to permit a determination by such invoice auditing firm. The resolution by such invoice auditing firm shall be final and binding on the Parties. Upon final determination that any amount in dispute is owed to the Licensor, the Licensee shall promptly pay such amount, together with interest at a rate equal to



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one and one-half percent (1.5%) per month from the original due date of such amount to the date of actual payment. The terms of the Parties' engagement with such invoice auditing firm shall stipulate that such firm shall use commercially reasonable efforts to complete its work within thirty (30) days following its engagement. The non-prevailing Party shall be responsible for the invoice auditing firm fees incurred due to the disputed invoice.

7. Warranties

- 7.1 Licensors Software Warranties. With respect to the Licensor Software, Licensor warrants that: (a) Licensor has taken all commercially reasonable steps to prevent the Licensor Software from containing any computer viruses, Trojan horses, time bombs, cancel bots or other computer programming routines that are intended to detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information, and (b) for a period of ninety days after the Effective Date ("Warranty Period"), the Licensor Software will operate substantially in accordance with the Documentation. In the event of a breach of any of the foregoing warranties reported to Licensor in writing, provided that any such breach of the warranty set forth in foregoing clause shall be reported in writing during the Warranty Period, Licensee's sole remedy for such breach shall be to have Licensor use commercially reasonable efforts to promptly correct, replace or provide a work around for such error or failure, at no charge to Licensee. The foregoing warranties and remedies apply only to the most recent version of the Licensor Software, and shall not apply to any breach, fault or error that arises out of or relates to Licensee's failure to use the Licensor Software in accordance with the Documentation, any misuse, corruption or abuse of, or modification to, the Licensor Software by any entity or individual other than Licensor, any combination, interface, or incorporation of Licensor Software with or into any other software, or any use of the Licensor Software with any software or equipment not approved in advance in writing by Licensor.
- 7.2 Licensors Services Warranties. Licensor warrants that all services that are performed under this Agreement will be performed in a professional and workmanlike manner by qualified personnel, and Licensor has the required skills and experience to perform such services. Licensee's sole remedy for breach of a warranty in Section 7.2 shall be to have Licensor use commercially reasonable efforts to promptly correct, replace or provide a work around for such breach, at no charge to Licensee.
- 7.3 Licensors General Warranties. Licensor represents and warrants that Licensor owns, or has all necessary rights to, the Licensor Software and Documentation, and has all necessary rights and authority to grant the rights granted hereunder to Licensee and to carry out its obligations hereunder.
- 7.4 Mutual Warranties. Each Party represents and warrants to the other Party: (a) such Party's execution, delivery and performance of this Agreement have been authorized by all necessary corporate action, do not violate in any material respect the terms of any law, regulation, or court order to which such Party is subject, do not violate the terms of any material agreement to which Licensor is a party, and are not subject to the consent or approval of any third party, (b) this Agreement is the valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization or other similar laws relating to creditors' rights generally, or general equitable principles, (c) such Party is not subject to any pending or, to such Party's knowledge, threatened litigation or governmental action which could interfere with such Party's performance of its obligations hereunder, and (d) such Party has secured or shall secure all material permits, licenses, regulatory approvals and registrations to the extent necessary to perform its obligations hereunder.
- 7.5 Disclaimer of Warranty. EXCEPT AS SET FORTH IN SECTIONS 7.1 to 7.4, LICENSOR DOES NOT MAKE, AND HEREBY DISCLAIMS, ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NONINFRINGEMENT OF THIRD PARTIES' RIGHTS, AND SECURE, ERROR-FREE OR UNINTERRUPTED OPERATION.



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7.6 LIMITATION OF LIABILITY. EXCEPT FOR BREACHES OF SECTION 8 (CONFIDENTIALITY) OR INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT. (I) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR DATA, INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTY SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM AGAINST THE OTHER BY ANY THIRD PARTY AND (II) LICENSOR'S LIABILITY TO LICENSEE UNDER THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE AMOUNT ACTUALLY PAID BY LICENSEE TO LICENSOR PURSUANT TO THIS AGREEMENT DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

Licensee acknowledges and agrees that (i) it is solely responsible for providing and ensuring the proper training of its drivers, owners or operators in the operation of the motor vehicle or motor vehicles (i.e. any automotive machinery utilized for the transport of persons or goods in which Foxster Solutions Products has been incorporated or installed), (ii) Licensor shall not be liable to Licensee or any other entity or individual for any claim or action including costs arising out of the use or misuse of any motor vehicle operated by or on behalf of the Licensee or any such entity or individual in connection with this Agreement, including any personal injury or property damage claim or action, and Licensee shall defend, indemnify and hold Licensor harmless from any such claim or action, and (iii) Licensee shall include this paragraph, or the substance thereof, in any agreements between Licensee and any third party involving any Licensor Property.

8. Confidentiality

8.1 Confidentiality Obligations. Each Party acknowledges that Confidential Information may be disclosed to the other Party in connection with this Agreement. Each Party agrees (i) that, during and following the Term of this Agreement, it shall hold in strict confidence the other Party's Confidential Information and prevent disclosure thereof, except as expressly permitted herein, and will use such Confidential Information only for the purpose of exercising such Party's rights and perform such Party's duties and obligations under this Agreement ("Permitted Purpose") and, without limiting the foregoing, (ii) such Party will take all reasonable steps, at least substantially equivalent to the steps such Party takes to protect its own proprietary information, to (a) prevent use of the other Party's Confidential Information for any purpose other than the Permitted Purpose, and (b) prevent the disclosure of the other Party's Confidential Information, other than to such Party's employees, officers, directors, other representatives, and contractors, who (1) must have access to such Confidential Information for such Party to and (2) each agree to be bound to such Party by written agreements including provisions of confidentiality with respect to such Confidential Information that are no less protective of than those provided herein.

Each Party acknowledges that the other may suffer irreparable damage in the event of any material breach of the provisions of this Section 8 (Confidentiality). Accordingly, in such event, an aggrieved Party may seek preliminary and final injunctive relief, as well as any other applicable remedies at law or in equity against the Party who has breached or threatened to breach this Section 8 (Confidentiality).

8.2 Exclusions. The Parties' obligations set forth in Section 8.1 (Confidentiality Obligations) shall not apply with respect to any portion of the Confidential Information that: (a) was in the public domain at the time it was disclosed to or observed by the receiving Party; (b) entered the public domain through no fault of the receiving Party; (c) is rightfully received by the receiving Party from a third party without a duty of confidentiality; (d) is independently developed by the receiving Party without reference to or incorporation of the other Party's Confidential Information; (e) is disclosed as required by administrative, legislative, or judicial demand or order, except that the receiving Party will disclose only such information as is legally required and will use reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed and, to the extent not prohibited by applicable law, will provide the disclosing Party notice of such possible disclosure



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prior to disclosure in order to allow an opportunity for the disclosing Party to contest such disclosure; or (f) is disclosed with the other Party's prior written approval.

- 8.3 Return of Confidential Information. Each Party agrees to return to the other Party or, at the request and instruction of the disclosing Party, destroy, and certify that it has destroyed, all material embodying Confidential Information (in any form or medium and including, without limitation, all summaries, copies and excerpts of Confidential Information) at any such time as the disclosing Party may so request.

9. Indemnification

- 9.1 Indemnification by Licensor. Licensor shall to the extent allowed by state law indemnify, defend and hold harmless Licensee, and its officers, directors, employees and agents, from and against any and all claim, action, demand, or suit made or threatened by any third party (collectively, "Claims") and all related losses, expenses, damages, costs and liabilities, including reasonable attorneys' fees and expenses incurred in investigation or defense (collectively, "Damages"), to the extent such Claims or Damages arise out of or relate to an allegation that the Licensor Software, Documentation or services provided by Licensor hereunder, or Licensee's use of the same in accordance with this Agreement, infringe, misappropriate, or otherwise violate any third party's U.S. intellectual property rights. Licensor's indemnity obligation herein shall not extend to any Claims or Damages based on an unauthorized modification, combination or use of the Licensor Software by Licensee.
- 9.2 Notification of 3rd Party Claims. Licensor will promptly notify Licensee of any threat, warning, claim or action against Licensor or suppliers, that could have an adverse impact on Licensee's use of the Licensor Software.
- 9.3 Third-Party Products and Services. The Parties understand and agree that Licensor is not the manufacturer of the third party products or the provider of any third party services. As such, Licensor does not warrant or guarantee the condition or any other aspect of any third party products or third party services ("Third Party Product Exposures"). Furthermore, the Licensee is responsible for any performance and warranty related to any third party products or third party services used by or on behalf of the Licensee and will directly manage and coordinate with the applicable product or services vendor for any such issues.
- 9.4 Remedies. If Licensor informs Licensee or Licensee determines that it must discontinue use of the Licensor Software, the Documentation, or any service furnished under this Agreement because of an existing or anticipated Claim that the Licensor Software, Documentation, or service infringes, misappropriates or otherwise violates any intellectual property right of a third party, Licensor, at its own expense and in its reasonable discretion, shall either: (a) secure for Licensee the right to continue using the Licensor Software, Documentation, or service; (b) replace or modify the Licensor Software, Documentation, or service to make it non-infringing; provided, however, that such modification or replacement shall not degrade the operation or performance of the Licensor Software, Documentation, or service; or if Licensor determines (a) or (b) to be commercially unreasonable, then (c) terminate this Agreement and refund to Licensee any unamortized portions of the fees paid by Licensee, based on a straight line amortization over a five-year useful life for the Licensor Software.
- 9.5 Indemnification by Licensee. Licensee shall indemnify, defend and hold harmless Licensor, and its officers, directors, employees, agents, and other representatives and contractors from and against any and all Damages arising out of or relating to (a) Licensee's breach of or default under any provision of this Agreement, or (b) any unauthorized modification, combination or use of the Licensor Software made by or on behalf of Licensee.
- 9.6 Online Liability Waiver.
- It is the Licensee's responsibility, and Licensor shall have no responsibility, to maintain control over all entities and individuals to whom Licensee provides any username and/or password information required to access and/or use Licensor Software. If the Licensee needs to change passwords, it is Licensee's responsibility to notify Licensor in writing.



SOFTWARE LICENSE AND SERVICES AGREEMENT

- b. Should any confidential data or other Confidential Information of or relating to Licensee or Licensee's business be accessed or misappropriated using any usernames and passwords provided to the Licensee, the Licensor will not be held responsible.

9.7 Defense and Settlement. A Party seeking indemnity ("Indemnified Party") shall provide the other Party ("Indemnifying Party") prompt notice of any such Claim made against it for which it is entitled to indemnity hereunder. Each Party shall reasonably cooperate with the other Party in the defense of any such Claim including appeals, negotiations and any settlement or compromise thereof, provided that Indemnifying Party shall control the defense, negotiations and settlement or compromise thereof and shall keep the Indemnified Party informed of the proceedings and review and consider input from the Indemnified Party; provided, that Indemnified Party shall be given the right to approve in advance the terms of any settlement or compromise with respect to such matter to the extent that such settlement or compromise requires Indemnified Party to admit any liability or pay any amounts not otherwise indemnified by Indemnifying Party hereunder, and such approval shall not be unreasonably withheld by Indemnified Party.

10. Notices

Any notice, approval, request, authorization, direction or other communication under this Agreement will be given in English in writing and will be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered by confirmed facsimile; (ii) on the delivery date if delivered personally to the party to whom the same is directed; (iii) one business day after deposit with a commercial overnight carrier, with written verification of receipt; or (iv) seven business days after the mailing date, if sent by U.S. mail, return receipt requested, postage and charges prepaid, or any other means of rapid mail delivery for which a receipt is available. Licensor's and Licensee's Addresses for receipt of notices are provided on Schedule A.

11. Term and Termination

11.1 Term. Unless terminated earlier in accordance with Section 11.2, the term of the agreement will commence immediately upon execution hereof by the Parties' respective duly authorized representatives and will continue for an initial term of three year ("Initial Term"). At the end of the Initial Term, the Agreement will be renewed automatically on a month to month basis unless otherwise terminated by either Party on a thirty (30) day written notice and shall continue in accordance with its provisions (each such month, a "Renewal Term", and any and all such Renewal Terms, along with the Initial Term, collectively, the "Term").

11.2 Termination; Effect of Termination. A Party may terminate this Agreement as follows: (a) if the other Party breaches a material obligation under this Agreement, and fails to cure such breach within thirty (30) days after the date such other Party receives from the non-breaching Party a reasonably-detailed written notice of the breach and a demand for cure, (b) immediately by written notice if the other Party (i) materially breaches Section 8 (Confidentiality), or (ii) files a petition in bankruptcy, makes a general assignment for the benefit of its creditors, has a receiver appointed or applied for it, or winds up or liquidates. Upon termination, Licensee shall return to Licensor any and all copies of the Licensor Software and Documentation in Licensee's possession or under Licensee's custody or control, and pay all accrued but unpaid fees and expenses, provided, this shall in no way limit any legal or equitable remedies that Licensor to which may be entitled. Any advance fees paid by Licensee for services not supplied by Licensor prior to any such termination will be refunded, within 90 days of notice of termination.

11.3 This Agreement may be canceled or terminated at any time by the Licensee or the Licensor with or without cause by providing the other thirty (30) days written notice of such termination. Upon receipt of such notice, all work and labor being performed shall immediately cease, pending final cancellation at the end of such thirty (30) day period. Licensor shall be compensated in accordance with the terms of this Agreement for all work accomplished prior to the receipt of notice of such termination. Licensor shall invoice Licensee for all work performed within thirty (30) days after the termination notice.



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Upon termination and provision of a prior written request to Licensor, Licensee may export a copy of its current database master(s), if any, stored in Licensor Software, provided that any such export shall be arranged by Licensor and shall comply in all respects to the confidentiality provisions hereof.

12. Survival

The Parties hereto agree that any provisions of this Agreement requiring performance or fulfillment by other Party after the termination of this Agreement shall survive such termination, including without limitations Sections 1, 4, 7.5, 7.6, 8, 9, 12, and 13.

13. General

- 13.1 Entire Agreement. This Agreement (including all attachments) constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous proposals, agreements and communications, whether oral or written, between the parties relating to the subject matter hereof, and all past courses of dealing or industry custom. This Agreement may be amended only by a writing signed by the duly authorized representatives of both Parties.
- 13.2 Independent Contractors. In performing this Agreement, the Parties are independent contractors, and nothing contained in this Agreement shall be construed or implied to create an agency, partnership or employer and employee relationship between the Parties. Except as expressly set forth in this Agreement, at no time shall either Party make commitments or incur any charges or expenses for, or in the name of, the other Party.
- 13.3 Assignment. Neither Party may assign this Agreement or any right, interest or benefit under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld; provided that in the event of a change in control of a Party, except for a change of control of Licensee to a direct or indirect competitor of Licensor, either Party shall have the right to assign this Agreement to a successor that acquires substantially all of the assets or equity of such Party. Subject to the foregoing, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the Parties hereto and their respective successors and permitted assigns. Notwithstanding the foregoing, Licensor may subcontract the performance of any or all of its obligations under this Agreement, provided it remains directly liable to Licensee.
- 13.4 No Third Party Beneficiaries. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing in this Agreement, whether express or implied, shall confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.
- 13.5 Severability/Waiver. If any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect. A waiver by either Party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof.
- 13.6 Dispute Resolution. In the event of a dispute between the Parties with respect to the Agreement which dispute cannot be settled following good faith efforts by the Parties' project teams, then the dispute shall be referred for resolution to appropriate members of the executive team of each Party who shall meet and resolve the dispute, if possible, within fifteen (15) business days from the date of such reference. If said members of the executive team of each Party are unable to resolve the dispute within fifteen (15) business days, then the dispute shall be referred to a single arbitrator appointed jointly by the Parties. In the event that the Parties cannot agree as to the single arbitrator to be appointed, then such arbitrator shall be appointed pursuant to the Rules of the American Arbitration Association. The arbitration shall be held in such place as



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the arbitrator shall select and shall be adjudicated in accordance with the aforementioned Rules and the decision of the arbitrator shall be made within thirty (30) days from the appointment of the arbitrator and be final and binding upon the parties. The arbitrator's fees and expenses shall be paid by the Parties as determined by the arbitrator.

- 13.7 Governing Law. All questions, issues or disputes arising out of or under this Agreement, including without limitation any interpretation of any of the terms and conditions, shall be governed by the laws of the State of North Carolina, without resort to the conflict of law provisions thereof. In the event suit is commenced to enforce this Agreement, costs of said suit including reasonable attorney's fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing Party by the other Party. In the event any litigation or other action to enforce the terms and conditions hereof is commenced by either Party to enforce this Agreement, such litigation or action will be filed and litigated only in a court of competent jurisdiction located in the State of North Carolina. Each Party waives any and all rights to have this action brought in any place other than the State of North Carolina.
- 13.8 Force Majeure. Except in connection with a Party's payment obligations hereunder, neither Party will be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of circumstances beyond the reasonable control of such Party including acts of God, acts of any governmental or supra-national authority, war or national emergency, riots, civil commotion, fire, explosion, flood, epidemic, lock-outs (whether or not by that Party), strikes and other industrial disputes (in each case, whether or not relating to that Party's workforce), restraints or delays affecting shipping or carriers, inability or delay in obtaining supplies of adequate or suitable materials and currency restrictions.
- 13.9 Section Headings. Section and other headings contained in this Agreement are for references only and shall not affect in any way the meaning or interpretation of this Agreement.
- 13.10 Counterparts; Facsimile. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one agreement. Facsimile or electronic signatures shall be deemed original signatures.
- 13.11 Publicity. Neither Party will make any public statements regarding the existence of this Agreement nor the relationship described herein, without the prior written consent of the other Party, except as required by law or as otherwise provided for herein. Notwithstanding the foregoing, Licensor shall have the right to use Licensee's name in customer lists that identify a substantial number of Licensor's customers, and Licensor shall provide a copy of any such listing to Licensee to the extent distributed to any third parties.
- 13.12 Audits. Licensor may perform audit(s) on the use of the Software and Documentation upon giving Licensees written notice of at least five (5) business days. Licensee agrees to make the necessary operational records, databases, equipment, employees and facilities available to Licensor for the audit(s). The purpose of the audit will be to verify compliance with the terms and conditions of this Agreement.

14. Insurance

- 14.1 Insurance. At a minimum, during the Term of this Agreement Licensor will maintain in full force and effect, at Licensor's expense:
- Commercial General Liability Insurance with limits of \$2,000,000 combined single limit for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage and products and completed operations coverage;
 - Technology Errors and Omissions Insurance in an amount not less than \$2,000,000 per occurrence.
 - Cyber Liability Insurance with limits of \$1,000,000 per occurrence.
- 14.2 Provisions. Licensor shall provide Licensee with a certificate of insurance evidencing that the required minimum coverage is in effect and that each Commercial General Liability Names Licensee, its subsidiaries, directors, officers and employees as additional insureds to the extent permitted. Licensor shall provide a waiver of subrogation clause in favor of the additional insureds and provide that all insurance provided by the



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SOFTWARE LICENSE AND SERVICES AGREEMENT

Licensors shall be primary and that any other insurance maintained by or available to Licensee shall be excess only and shall not contribute with this insurance. Such insurance shall also cover the acts or omissions of Licensor's subcontractors under this Agreement. Such insurance shall require the insurer to provide Licensee thirty (30) days advance written notice of any cancellation or adverse material change with respect to any of the policies. If Licensor fails to procure or maintain in force the insurance specified herein, Licensee may procure such insurance and the cost thereof shall be borne by Licensor.

14.3 Liability. The insurance provided by Licensor hereunder shall operate independent and apart from any obligations imposed upon Licensor under the indemnification provisions of this Agreement, and that in no event will the coverage or limits of any insurance maintained by Licensor under this Agreement, or the lack or unavailability of any other insurance, limit or diminish in any way Licensor's obligations or liability to Licensee hereunder.

14.4 Enforcement. Licensor's failure to provide and keep in force the aforementioned insurance shall be regarded as a material default hereunder, entitling Licensee to exercise any or all of the rights and remedies provided hereunder.

IN WITNESS WHEREOF, each Party has caused this Software License & Services Agreement to be executed by its authorized representative to be effective as of the date hereof.

Foxster Opco, LLC, dba CTS Software

Signature: _____

Printed Name: Amie L. Green

Title: Finance Director

Date: April 23, 2019

Skamania County dba Skamania County Senior Services

1. Signature: _____

2. Signature: _____

3. Signature: _____

1. Printed Name: Richard Mahar Chair

2. Printed Name: T.W. Lannen Commissioner

3. Printed Name: Robert Harshbarger Commissioner

Title: _____

Date: April 30, 2019

[Remainder of page intentionally left blank.]



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SOFTWARE LICENSE AND SERVICES AGREEMENT SCHEDULE A

This Schedule A is made part of and incorporated in that certain Software License and Services Agreement, by and between Foxster Opco, LLC, dba CTS Software, a North Carolina corporation, located at Post Office Box 57, Swansboro, North Carolina 28584 ("Licensor"), and Skamania County dba Skamania County Senior Services, located at 710 SW Rock Creek Drive, Stevenson, WA 98648 ("Licensee"), effective go live date as of June 1, 2019 ("Agreement"). All capitalized terms used by not defined in this Schedule A shall have the respective meanings ascribed to such terms in the Agreement.

1. License Fees; Maintenance and Support Fees

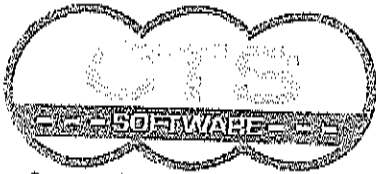
The Licensor's Software as mentioned in this contract may consists of, but not be limited to: TripMaster; Intelligent Automated Scheduling; Passenger Reminder Module; ParaScope – Tablet Interface; Vehicle Maintenance Module; ParaPass Module; ParaPortal Module.

STANDARD:

- 1.1 The Licensee agrees to pay the Licensor a onetime fee of \$ 43,300.00 for use of the Licensor Software in accordance with the Agreement. Such payment will be due and payable within thirty (30) days after receipt of the applicable invoice.
- 1.2 Beginning on the Effective Date of the Agreement, Licensee shall pay Licensor the fees set forth in Attachment 1 hereto, which hereby is incorporated by reference herein ("Attachment 1") for all Support Services (as defined in Schedule B of the Agreement) for up to 9 vehicles and 3 License/User ID:
 - a. If such fees are to be paid annually, payment will be due and payable within thirty (30) days after receipt of the applicable invoice.
 - b. If Licensee elects to pay such fees monthly, Licensor will submit the monthly invoice via email on the first day of each month, and such fees shall be due and payable by the fifth day of such month.
 - c. Payments not received by the due date will be subject to late fees and suspension of Support Services.
- 1.3 Under terms of the Agreement, the Licensor will charge Licensee an additional fee per vehicle per month of \$ 20.00 for each additional vehicle above the number contained in 1.2.
- 1.4 Under terms of the Agreement, the Licensor will charge Licensee an additional price per License/User ID of \$ 1,000.00 for each additional License/User ID above the number contained in 1.2.
- 1.5 When applicable, under terms of the Agreement, Licensor will cover up to N/A calls.
- 1.6 Full pricing and other details for any fees described in this Schedule A are set forth in Attachment 1.

2. Training

- 2.1 Licensor shall provide online training and support services to Licensee. These services will be remotely, as determined by Licensor in its sole and exclusive discretion. Charges for such services shall be billed at the rate of \$ 150.00 per session with 5 sessions.
- 2.2 Onsite training is also available and charges for such services shall be billed separately at the rate of \$400.00 per day as well as a per trip charge of \$2,000.00 for travel, lodging, meals and related expenses.



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SOFTWARE LICENSE AND SERVICES AGREEMENT SCHEDULE A

2.3 Retraining of Licensee's employees shall be charged at Licensor's training rate (\$100.00 per hour) with a one-hour minimum and will include reimbursement by Licensee of any and all expenses incurred by Licensor in connection therewith. Such charges shall be charged and billed separately and are in addition to all other charged fees.

3. Addresses for Notices:

For Foxster Solutions, Inc., dba CTS Software ("Licensor"):
Foxster Solutions, Inc., dba CTS Software
Post Office Box 57
Swansboro, North Carolina 28584
Attn: Adam Fox, President
(800) 704-0064

Licensor has the right to change the address for notifications by notifying Licensee in accordance with the notice provisions of the Agreement.

For Skamania County dba Skamania County Senior Services ("Licensee"):

Skamania County dba Skamania County Senior Services
710 SW Rock Creek Drive
Stevenson, WA 98648
Attn: Richard Mahar, Bob Hamlin & Tom Lannen
Phone Number: (509) 427-3990

IN WITNESS WHEREOF, each Party has caused this Software License & Services Agreement Schedule A to be executed by its duly authorized representative to be effective as of the date executed by both Parties.

Foxster Opco, LLC, dba CTS Software

Signature: _____

Printed Name: Amie L. Green

Title: Finance Director

Date: April 23, 2019

Skamania County dba Skamania County Senior Services

1. Signature: _____
2. Signature: _____
3. Signature: _____

1. Printed Name: Richard Mahar - Chair
2. Printed Name: Tom Lannen, Commissioner
3. Printed Name: Robert Hamlin - Commissioner

Title: _____

Date: April 30, 2019



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**SOFTWARE LICENSE AND SERVICES AGREEMENT
SCHEDULE A**

Attachment 1

For: Skamania County Senior Services, WA.

Software	Unit Price	Unit	Quantity	Amount
TripMaster Software*	\$24,640.00	Lot	1	\$24,640.00
Automated Scheduling Software Module	\$4,995.00	Lot	0	\$0.00
ParaScope - Tablet Software Application*	\$1,990.00	Each	9	\$17,910.00
Passenger Reminder Module	\$2,995.00	Lot	0	\$0.00
Vehicle Maintenance Module	\$2,995.00	Lot	0	\$0.00
*software warranty included				
Software Total				\$42,550.00
Services	Unit Price	Unit	Quantity	Amount
Additional Licensing (3 license included)	\$1,000.00	Each	0	\$0.00
Data Acquisition, Conversion and Install	\$1,000.00	Lot	1	Included
CTS Software - Online Training	\$150.00	Session	5	\$750.00
CTS Software - Onsite Training	\$400.00	Day	0	\$0.00
CTS Software - Travel Expenses	\$2,000.00	Trips	0	\$0.00
ParaPass Design, 1000 Passes, In-office Scanner	\$400.00	Lot	0	\$0.00
Services Total				\$750.00
Monthly Maintenance and Support	Unit Price	Unit	Quantity	Amount
TripMaster Base Fee	\$250.00	Lot	1	\$250.00
Vehicle Base Fee	\$20.00	Vehicle	9	\$180.00
Automated Scheduling Vehicle Fee	\$20.00	Vehicle	0	\$0.00
ParaScope - Tablet Software Vehicle Fee	\$20.00	Vehicle	9	\$180.00
Passenger Reminder Fee (6,000 Calls/Texts)	\$200.00	Lot	0	\$0.00
Vehicle Maintenance Vehicle Fee	\$10.00	Vehicle	0	\$0.00
Monthly Maintenance and Support Total				\$610.00
Software and Said Services Upfront Total				\$43,300.00
Vehicle Mount, Case & Charger	\$230.00	Each	9	\$2,070.00



SOFTWARE LICENSE AND SERVICES AGREEMENT SCHEDULE B

This Schedule B is made part of and incorporated in that certain Software License and Services Agreement, by and between Foxster Opco, LLC, dba CTS Software, a North Carolina corporation, located at Post Office Box 57, Swansboro, North Carolina 28584 ("Licensor"), and Skamania County dba Skamania County Senior Services, located at 710 SW Rock Creek Drive, Stevenson, WA 98648 ("Licensee"), effective as of April 23, 2019 ("Agreement"). All capitalized terms used by not defined in this Schedule A shall have the respective meanings ascribed to such terms in the Agreement.

1. Support Services/Service Level Agreement

Licensor's maintenance and support services for the Licensor Software are set forth in this Schedule B (collectively, "Support Services"). During the Term of the Agreement, Licensor will provide the following Support Services if and to the extent that the Licensor Software does not operate substantially in accordance with the Documentation.

2. Overview

- 1.1 This Schedule B is designed to address any needs and issues with respect to the Licensor Software that may be raised by Licensor's customers on an ongoing basis. Licensor's goal is to provide a highly available system that delivers benefits to our customers.
- 1.2 This Schedule B seeks to provide as much flexibility for Licensor's customers as possible by utilizing user documentation, training manuals and the system knowledge base.
- 1.3 This Schedule B seeks to provide insight into the processes, procedures, and response target times for customer technical support requests that help Licensor to meet its commitment to all customers.
- 1.4 Licensor is committed to resolving customer needs and issues quickly and professionally. Customer support issues are resolved by highly skilled software engineers and support specialists, allowing customers to have quick access to persons with the technical ability to solve any needs and/or issues. Support will be handled via phone and email in the event that Licensor's support specialists are not at the customer site.
- 1.5 The infrastructure for this plan is a request tracking system used to facilitate the process of tracking and solving customer needs and issues. Every support request is logged into the system and is accessible by all Licensor's support specialists.
- 1.6 During and after scheduled down-time Licensor's support specialists are on "high alert" to ensure that any issues, questions, or support requests from the customer are handled and resolved as promptly as possible.
- 1.7 Customer support is available 24 hours a day, 7 days a week.

3. Assignment of Support Request Severity

When a customer has opened a support request and reaches a support specialist, the specialist will assess the severity of the request based on the customer's description of the issue.

Table 1 below describes the definitions used in identifying and assigning a severity to the customer's reported issue.

Table 1 - Severity Definitions



**SOFTWARE LICENSE AND SERVICES AGREEMENT
SCHEDULE B**

Severity	Criteria
Critical	Customer's production system is down. Foxster Solutions product is unusable resulting in total disruption of work or other critical business impact. No workaround is available.
High	Major feature/function failure. Operations are severely restricted. A workaround is available.
Medium	Minor feature/function failure. Product does not operate as designed, minor impact on usage, acceptable workaround is available.
Low	Minor issue. Documentation, general information, enhancement request, etc.

4. Response and Resolution Targets

Licensor's Support Services response and resolution targets are described below:

Response: When Licensor's Support Services personnel receive a support request, a support specialist will provide feedback to the customer that the request has been logged and assigned to the appropriate resource. The exact response (described below) will vary depending on the support method used by the customer, and the response time will commence as soon as the support request is received and the support specialist has a clear understanding of, and the ability to reproduce or identify from the system log, the issue at hand ("Support Request").

E-Mail: An automated e-mail reply will be sent immediately after receiving an e-mail Support Request. A support specialist will reply to the e-mail with a Support Request ID # and a time frame when to expect a response or contain a request for additional information.

Phone: A support specialist will answer the call or respond to a call that has gone to voice mail, document product specific information in the support request, provide the customer with a Support Request ID # and begin support activities.

Resolution: An answer, fix or a satisfactory workaround to the question (s) raised and/or issue(s) identified in the Support Request.

Solution: The long-term resolution to the question (s) raised and/or issue(s) identified in the Support Request, issue, or question.

Severity	Target Response	Target Resolution	Solution (1 or more of the following)
Critical	1 Business Hour	Within 4 hours from actual response.	<ul style="list-style-type: none"> • Satisfactory workaround is provided. • Product patch is provided. • Fix incorporated into future release.



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SOFTWARE LICENSE AND SERVICES AGREEMENT SCHEDULE B

			<ul style="list-style-type: none"> Fix or workaround incorporated into Solution Library.
High	8 Business Hours	Within 36 hours from actual response.	<ul style="list-style-type: none"> Satisfactory workaround is provided. Product patch is provided. Fix incorporated into future release. Fix or workaround incorporated into Licensor's collection of Licensor Software Solutions ("Solution Library").
Medium	24 Business Hours	Within 15 Business Days.	<ul style="list-style-type: none"> Answer to question is provided. Satisfactory workaround is provided. Fix or workaround incorporated into Solution Library. Fix incorporated into future release.
Low	72 Business Hours	Within 30 Business Days.	<ul style="list-style-type: none"> Answer to question is provided through FAQ, Knowledge Base, or through trained customer subject matter experts (SME). Fix or workaround incorporated into Solution Library.

5. Assignment of Service Request Status

When a customer contacts Licensor's Support Services personnel and requests help to resolve a question or an issue, a Support Request is opened. The following table describes the possible status that may be assigned to a Support Request.

Status	Criteria
New	A Support Request has just been submitted. It may be assigned to an individual or a queue. Support specialist has not responded yet to customer.
Working	Support specialist has responded to the customer regarding the receipt of the Support Request and is actively pursuing a resolution.



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**SOFTWARE LICENSE AND SERVICES AGREEMENT
SCHEDULE B**

On Hold	Support specialist is not actively working on the resolution of the Support Request. Generally, this is due to information pending from the submitter of the Support Request. However, Support Requests may be put on hold for other reasons as well.
Escalated	A Support Request set to an escalated status means either the Support Request has not been resolved within the target resolution time, or the submitter has asked for it to be escalated to the next level of support.
Closed	Closed status reflect that: The customer and the support specialist agree that a satisfactory resolution has been provided, or The customer understands that there is not a solution to the issue at hand, and the issue is not a result of a product defect, or The support specialist has made multiple attempts to contact the customer that opened the Support Request, and the customer has not responded. Electronic service requests (e-mail) may be closed when a support specialist has provided an electronic reply with a high degree of confidence that the reply will resolve the issue or answer the question.

Networking and hardware at the customer's site are the sole responsibility of the customer and are not covered in Support Services. Any issues or problems arising out of Customer misuse or unauthorized use of Licensor Software also is not covered in Support Services.

IN WITNESS WHEREOF, each Party has caused this Software License & Services Agreement Schedule B to be executed by its authorized representative to be effective as of the date executed by both Parties.

Foxster Opco, LLC, dba CTS Software

Signature: _____

Printed Name: Amie L. Green

Title: Finance Director

Date: April 23, 2019

**Skamania County dba Skamania County
Senior Services**

Signature: [Signature]

Signature: [Signature]

Signature: [Signature]

Printed Name: Richard Maher, Chair

Printed Name: T.W. Lanner

Printed Name: Robert Hamblin

Title: Commissioners

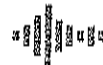
Date: 4/30/19



APPROVED AS TO FORM

[Signature]
Skamania County Prosecutor

Base Price Proposal: Hardware

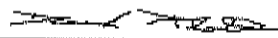


Additional computer hardware needed for workstations	\$ N/A
Mobile Data Terminals / AVL Hardware	\$ N/A
Implementation and Training – Hardware/AVL/MDT	\$ N/A
Installation services per MDT unit	\$ N/A
Other, please specify (must be required to meet functional specifications):	\$ N/A
TOTAL HARDWARE & IMPLEMENTATION	\$ 0.00

Annual Continuing Support/Maintenance



Year One	\$ 0.00 (included with 3 year software warranty)
Year Two	\$ 0.00 (included with 3 year software warranty)
Year Three	\$ 0.00 (included with 3 year software warranty)
Year Four	\$ 7,320.00
Year Five	\$ 7,320.00



Signature of Proposer

CTS Software

Legal Name of Firm

April 11, 2019

Date

Dated this ___ day of _____ 2022.

ATTEST:

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Richard Mahar, Chairman

T.W. Lannen, Commissioner

Debbie Slack, Clerk of the Board


Robert Hamlin, Commissioner

Approved as to form only:

Adam Kick,
Skamania County Prosecuting Attorney

Aye _____
Nay _____
Abstain _____
Absent _____

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	<u>Public Works</u> Department	 Signature
<u>AGENDA DATE</u>	<u>July 26, 2022</u>	
<u>SUBJECT</u>	<u>Approve purchase of materials needed to upgrade fiber switch to the Annex</u>	
<u>ACTION REQUESTED</u> – <u>Approve quote from Insight to purchase materials necessary to replace fiber switch into the Annex</u>		

SUMMARY/BACKGROUND

The fiber switch into the Annex is at its end of life and has been experiencing multiple failures and Public Works put in for a Budget Supplemental of \$25,000 for its replacement. Insight has the State Contract and has quoted a price of \$23,234.30 including tax to replace the switch.

FISCAL IMPACT

To be paid as approved in the Budget Supplemental

RECOMMENDATION

Approve Quote to purchase materials for replacing fiber switch.

LIST ATTACHMENTS

**Insight Quote
Authorization to Purchase**



AUTHORIZATION TO PURCHASE

(FOR PURCHASE OF NON-BUDGETED TOOLS/EQUIPMENT OVER \$5,000.00)

SKAMANIA COUNTY

DATE OF REQUEST: 7/18/2022

ITEM REQUESTED FOR PURCHASE: Fiber Switch for Annex

PURPOSE OF ITEM TO BE PURCHASED: Fiber Switch for Annex

PROPOSED VENDOR: Insight

APPROXIMATE AMOUNT OF PURCHASE: \$23,234.30

REQUESTED BY: _____ SUPERVISOR APPROVAL: _____

BUDGET OKAY: _____ SUPPLEMENTAL BUDGET YES NO

SOURCE OF FUNDING: Supplemental Budget

DEPARTMENT HEAD APPROVAL: _____

COMMISSIONER APPROVAL (2 Signatures required)



INSIGHT PUBLIC SECTOR SLED
 2701 E INSIGHT WAY
 CHANDLER AZ 85286-1930
 Tel: 800-467-4448

SOLD-TO PARTY 11118729

SKAMANIA COUNTY
 ACCOUNTS PAYABLE
 PO BOX 1009
 STEVENSON WA 98648-1009

SHIP-TO

SKAMANIA COUNTY IT
 170 NW VANCOUVER AVE
 STEVENSON WA 98648

Quotation	
Quotation Number :	225209766
Document Date :	05-JUL-2022
PO Number :	
PO Release :	
Sales Rep :	Derek Racki
Email :	DEREK.RACKI@INSIGHT.COM
Telephone :	+15053183191

We deliver according to the following terms:

Payment Terms : Net 30 days
 Ship Via : United Parcel Services/Ground
 Terms of Delivery: : FOB ORIGIN
 Currency : USD

HPE NASPO ValuePoint Master Agreement # AR3228 / State of WA PA # 05819

Material	Material Description	Quantity	Unit Price	Extended Price
J9821A	HPE Aruba 5406R z12 - switch - managed - rack-mountable HPE AGENT-STATE OF WASHINGTON NASPO DATA COMM(# AR3228/05819)	1	1,880.34	1,880.34
H1MR1E	HPE Foundation Care Next Business Day Exchange Service - extended service agreement - 1 year - shipment HPE AGENT-STATE OF WASHINGTON NASPO DATA COMM(# AR3228/05819)	1	655.20	655.20
J9828A#ABA	HPE Aruba - power supply - 700 Watt HPE AGENT-STATE OF WASHINGTON NASPO DATA COMM(# AR3228/05819)	2	0.00	0.00
J9827A	HPE Management Module - network management device HPE AGENT-STATE OF WASHINGTON NASPO DATA COMM(# AR3228/05819)	1	1,940.99	1,940.99
J9990A	HPE - expansion module - Gigabit Ethernet (PoE+) x 20 + Gigabit Ethernet / 10 Gigabit SFP+ x 4 HPE AGENT-STATE OF WASHINGTON NASPO DATA COMM(# AR3228/05819)	1	3,107.94	3,107.94
J9986A	HPE - expansion module - Gigabit Ethernet (PoE+) x 24 HPE AGENT-STATE OF WASHINGTON NASPO DATA COMM(# AR3228/05819)	5	2,797.74	13,988.70

Product Subtotal	20,917.97
Services Subtotal	655.20
TAX	1,661.13
Total	23,234.30

Lease & Financing options available from Insight Global Finance for your equipment & software acquisitions. Contact your Insight account executive for a quote.

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Derek Racki
+15053183191
DEREK.RACKI@INSIGHT.COM

Regarding tariff impacts on IPS contract quotes, Insight is communicating with the contract holder to minimize the impact of these tariffs to our clients.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

Effective Oct. 1, 2018, the U.S. government imposed tariffs on technology-related goods. Technology manufacturers are evaluating the impact on their cost and are providing us with frequent cost updates. For this reason, quote and ecommerce product pricing is subject to change as costs are updated. If you have any questions regarding the impact of the tariff on your pricing, please reach out to your sales team.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.
<https://www.insight.com/terms-and-policies>

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number CRP # 2021-01

 2. Contract Status: (Check appropriate box) Original Renewal Amendment

 3. Contractor Information: Contractor: Granite Construction Company
 Contact Person: Mike Stine
 Title: Project Engineer
 Address: 16821 SE McGillivray Blvd
 Address: Vancouver, WA 98683
 Phone: (360) 254-0978

 4. Brief description of purpose of the contract and County's contracted duties:
This contract is for Grinding and Overlay on Skamania Landing Project. Grind edge of road line full length of project, asphalt, restriping, and other work.

 5. Term of Contract: From: July 26, 2022 To: December 31, 2024

 6. Contract Award Process: (Check appropriate box)
General Purchase of materials, equipment or supplies - RCW 36.32.245 & 39.04.190

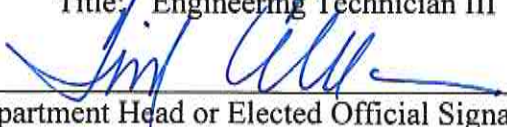
 Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners)
 Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)
 Formal Sealed Bid Process (Purchase is over \$25,000)
 Other Exempt (explain and provide RCW) _____

Public Works Construction & Improvements Projects – RCW 36.32.250 & 39.04.155 (Public Works, B&G, Capital Improvements Only)

 Small Works Roster (PW projects up to \$200,000)
 Exempt (PW projects less than \$10,000 upon order of the Board of Commissioners)


 7. Budget Committed in Current Year: \$500,000.00
Amount Not Budgeted in Current Year \$500,000.00 Source: STP
Total Non-County Funds Committed: \$
Total County Funds Committed: \$ Source:
TOTAL FUNDS COMMITTED: \$500,000.00

 8. County Contact Person: Name: Randy Moline
 Title: Engineering Technician III

 9. Department Approval: 
 Department Head or Elected Official Signature

 10. Special Comments: _____
-

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Public Works Department	
<u>AGENDA DATE</u>	July 26, 2022	Signature
<u>SUBJECT</u>	<u>Skamania Landing Road Project CRP #2021-01</u>	
<u>ACTION REQUESTED</u>	<u>Execute Contract with Granite Construction Company</u>	

SUMMARY/BACKGROUND

Skamania Landing Road Project is in the Six-Year Transportation Improvement Program 2022-2028. The intent of this Agenda Item is for the Board of Commissioners to approve Execute Contract with Granite Construction Company.

- 2022 budgeted amount of \$500,000 for FHWA Federal Fund this is 100% Funded with no county match
- Call for Bids May 24, 2022
- Bid Opening June 21, 2022
- Bid Awarded to Granite Construction Company

FISCAL IMPACT

The Six-Year Transportation Improvement Program 2022-2028 list the budget for Construction funding only for a total amount of \$500,00. for this project. This project is for construction during the 2022 construction season.

RECOMMENDATION

That the Board of County Board of Commissioners, by motion action, Execute Contract with Granite Construction Company on Skamania Landing Road Project CRP# 2021-01

LIST ATTACHMENTS

Contract
Insurance Certificate
Contract Bond

CONTRACT FORM

THIS AGREEMENT, made and entered into this ___th day of _____, 2022, between the SKAMANIA COUNTY BOARD OF COMMISSIONERS, under and by virtue of Section 34, Chapter 187 of the Laws of 1937 as revised, 1943, and

hereinafter called the "Contractor", WITNESSETH:

The parties to this agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

1. The Contractor shall do all work and furnish all tools, material, and equipment for the completion of the following project:

This contract is for a 1.5" overlay of the Skamania Landings CRP # 2021-01 from M.P. 0.029 to M.P. 1.058, To include grinding, HMA , and paint striping and other work.

The Contractor shall complete the above described project in full compliance with the terms, conditions, and stipulations herein and in compliance with the attached plans and specifications.

2. The parties mutually agree that all documents hereto attached, including but not limited to the NOTICE TO CONTRACTORS; INSTRUCTIONS TO BIDDERS; BOND FORM; PROPOSAL FORM; NON-COLLUSION DECLARATION; SPECIAL PROVISIONS (If any); and the complete plans and/or specifications, together with the following numbered Addenda: _____, _____, _____, are hereby made a part of this contract. The parties further agree that the Washington State Department of Transportation / American Public Works Association's 2022 STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION is hereby incorporated by reference.
3. Performance under this contract shall be rendered to the satisfaction of Skamania County.
4. The parties agree that TIME IS OF THE ESSENCE.
5. The parties agree that the Contractor is an independent Contractor and not a servant, agent or employee of the County; and, except as otherwise provided, the Contractor is not subject to the supervision or control of the County and the County is not responsible for the Contractor's conduct.
6. Except as expressly provided herein, no liability shall attach to the County by reason of entering into _____ this _____ contract

The CONTRACTOR shall indemnify and hold harmless the Contracting Agency, and its respective employees agents, licensees, and representatives, from and against any and all claims, actions, judgments, costs, penalties, liabilities, damages, losses, and expenses, including but not limited to attorneys' fees, and all other costs of defense of whatever kind or nature arising out of injuries to or death of any and all persons (including subcontractors, agents, licensees, invitee or employees) or damage to or destruction of any property (including, without limitation, Owner's property, Contractor's property, or any subcontractor's property) in any manner caused by, resulting from, incident to, connected with or arising out of the Contractor's performance of its work, unless such injury, death or damage is caused by the negligence of the Contracting Agency.

In any situation where the damage, loss, or injury is caused by the concurrent negligence of the Contractor or its agents and employees and the Contracting Agency or its agents or employees, then the Contractor expressly and specifically agrees to hold the Contracting Agency harmless to the extent of Contractor or its agents and employee's concurrent negligence.

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

7. Except as otherwise provided, any and all suits for any and every breach of this contract must be instituted and maintained in a court of competent jurisdiction in Skamania County, State of Washington. The parties agree that the laws of the State of Washington govern with respect to interpretation and performance. In the event of a breach of this agreement, the prevailing party shall be entitled to recover all costs in connection with enforcing the terms of this agreement, which include but are not limited to the recovery of reasonable attorney's fees, whether or not a lawsuit is filed.
8. This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agent of either party, that are not contained in this written contract shall be valid or binding.
9. In addition to its other remedies, the County may cancel or otherwise rescind this contract if the Contractor does not perform the work in accordance with this agreement and the laws, regulations and policies of Skamania County and the State of Washington.

IN WITNESS WHEREOF, the Contractor has executed this instrument, and the SKAMANIA COUNTY BOARD OF COMMISSIONERS have caused this instrument to be executed the day and year first above written



DocuSigned by:
by: Michael A. Stein
Michael A. Stein, President
by: Granite Construction Company
CONTRACTOR

The foregoing contract * hereby approved and ratified this 20th day of July, 2022.



Travelers Casualty and Surety Company of America
CONTRACTOR'S SURETY

by: Isabel Barron Isabel Barron, Attorney In Fact

BOARD OF COUNTY COMMISSIONERS OF SKAMANIA COUNTY, WASHINGTON

Chair

Commissioner

Commissioner

ATTEST:

Clerk of the Board

PERFORMANCE BOND FORM

Know all men by these presents, that Granite Construction Company
of 585 West Beach Street, Watsonville, CA 95076, as Principal, and, Travelers Casualty and Surety Company of America
as Surety, are jointly and severally held and bound unto the County of Skamania, State of Washington, in the penal sum of Four Hundred Four Thousand Four Hundred Four 00/100 dollars (\$ 404,404.00) for the payment of which we jointly and severely bind ourselves, our heirs, executors, administrators, and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such that whereas, on the _____ day of _____, _____, the said Granite Construction Company Principal, herein, executed a certain contract with the County of Skamania, State of Washington by the items, conditions and provisions of which contract the said Granite Construction Company Principal, herein agree to furnish all material and do certain work, to-wit: That _____
CRP #2021-01-Skamania Landings Road Project-M.P 0.029 to M.P.1.058 will undertake and complete the construction of

Skamania Landings Road Project CRP # 2021-01

according to the maps, plans, and specifications made a part of said contract, which contract as so executed, is hereunto attached, is now referred to and by reference is incorporated herein and made a part hereof as fully for all purposes as if here set forth at length. The bond shall cover all approved change orders as if they were in the original contract.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of said contract in all respects, and shall well and truly and fully do and perform all matters and things by Granite Construction Company undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein, and until the same is accepted, and shall pay all laborers, mechanics, subcontractors, material men, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and shall in all respects faithfully perform said contract according to law, then this obligation to be void, otherwise to remain in full force and effect.

WITNESS our hands this 19th day of July, 2022.

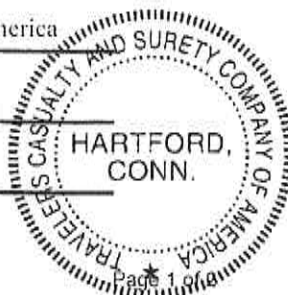
Granite Construction Company

DocuSigned by:
By: Michael A. Stein
2CEFB45CC5F04AA
Michael A. Stein, Vice President
Principal

Travelers Casualty and Surety Company of America

By: Isabel Barron

Isabel Barron, Attorney In Fact



Attorney-in-fact, Surety

Alliant Insurance Services, Inc.

560 Mission Street, 6th Floor San Francisco, CA 94105

Address of local office and agent of Surety Company

SEAL

Approved:

Chair

Representing the BOARD OF COUNTY
COMMISSIONERS OF SKAMANIA
COUNTY, WASHINGTON

Date: _____, 2022

ATTEST:

Surety Bond Number
107611635
Contract Number

Clerk of the Board

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

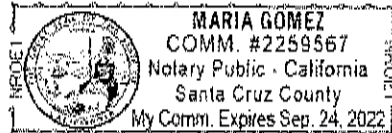
State of California
County of Santa Cruz)

On July 19, 2022 before me, Maria Gomez, Notary Public
(insert name and title of the officer)

personally appeared Isabel Barron
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Maria Gomez*
Maria Gomez, Notary Public

(Seal)



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Isabel Barron** of **WATSONVILLE**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

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

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 19th day of July, 2022




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #0C36861 Alliant Insurance Services, Inc. 100 Pine Street, 11th Floor San Francisco, CA 94111	1-415-403-1491	CONTACT NAME: Kimberly Leikam PHONE (A/C, No. Ext): 415-403-1491 E-MAIL ADDRESS: kleikam@alliant.com	FAX (A/C, No.): 415-874-4818
INSURED Granite Construction Company 585 West Beach Street Watsonville, CA 95076		INSURER(S) AFFORDING COVERAGE INSURER A: VALLEY FORGE INS CO	NAIC # 20508
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 66169569 REVISION NUMBER:

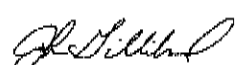
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> KCU Hazards GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	GL2074978689	10/01/20	10/01/23	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 2,000,000 MED EXP (Any one person) \$ Nil PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BUA2074978692	10/01/20	10/01/23	COMBINED SINGLE LIMIT (EA accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC274978644 (AOS/Stop Gap)	10/01/21	10/01/22	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job #: Skamania Landing Road Project.
 Skamania County Board of Commissioners, its officers, agents, and employees are included as Additional Insured as required by written and executed agreement per the attached endorsements.
 Coverage is primary & non-contributory and waivers of subrogation apply.
 30 Days Notice of Cancellation for Non-Renewal and 10 Days Notice of Cancellation for Non-Payment of Premiums.

GL Per ISO Form CG0001 10/01; AL Per ISO Form CA0001 10/13

CERTIFICATE HOLDER Skamania County Board of Commissioners PO Box 1009 Stevenson, WA 98648 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
07/19/2022

NAME OF INSURED: Granite Construction Company

The named insured reserves its rights to provide any additional coverages under the policies above to only those expressly negotiated for by contract.



**BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS –
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows:

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons Or Organizations
(As required by "written contract" per Paragraph A. below.)

Locations of Covered Operations
(As per the "written contract," provided the location is within the "coverage territory" of this Coverage Part.)

- A. Section II - Who Is An Insured** is amended to include as an additional insured:
1. Any person or organization whom you are required by "written contract" to add as an additional insured on this Coverage Part; and
 2. The particular person or organization, if any, scheduled above.
- B. The insurance provided to the additional insured is limited as follows:**
1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:
 - a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations specified in the "written contract"; or
 - b. "Your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard," and only if:
 - (1) The "written contract" requires you to provide the additional insured such coverage; and
 - (2) This Coverage Part provides such coverage.
 2. If the "written contract" specifically requires you to provide additional insurance coverage via the 10/01 edition of CG2010 (aka CG 20 10 10 01), or via the 10/01 edition of CG2037 (aka CG 20 37 10 01), or via the 11/85 edition of CG2010 (aka CG 20 10 11 85), then in paragraph B.1. above, the words 'caused in whole or in part by' are replaced by the words 'arising out of'.
 3. We will not provide the additional insured any broader coverage or any higher limit of insurance than:
 - a. The maximum permitted by law;
 - b. That required by the "written contract";
 - c. That described in B.1. above; or
 - d. That afforded to you under this policy,whichever is less.
 4. Notwithstanding anything to the contrary in Condition 4. **Other Insurance** (Section IV), this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or

any other basis. But if required by the "written contract" to be primary and non-contributory, this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:
 - a. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities; or
 - b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Coverage Part.

C. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. The **Duties In The Event of Occurrence, Offense, Claim or Suit** condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

- (1) Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
- (2) Except as provided in Paragraph B.4. of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Coverage Part;
- (3) Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
- (4) Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision (4) does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit."

- D. Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

1. Is currently in effect or becomes effective during the term of this policy; and
2. Was executed prior to:
 - a. The "bodily injury" or "property damage"; or
 - b. The offense that caused the "personal and advertising injury,"for which the additional insured seeks coverage under this Coverage Part.

All other terms and conditions of the Policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

Any construction project as required by a written contract or agreement that was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."
3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Waiver of Transfer of Rights of Recovery Against Others to Us

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Form

Under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, The Transfer Of Rights Of Recovery Against Others To Us Condition is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or
2. "Your work" included in the "products completed operations hazard."

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and
2. Was executed prior to loss.

This endorsement is part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

Must Be Completed		Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ENDT. NO. 26	POLICY NO. GL 2074978689	ISSUED TO: Granite Construction Incorporated	EFFECTIVE DATE OF THIS ENDORSEMENT: 10/01/20



POLICY NUMBER: GL2074978689
EFFECTIVE: 10/01/2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CHANGES – NOTICE OF CANCELLATION
OR MATERIAL COVERAGE CHANGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part (other than the reduction of aggregate limits through payment of claims), we agree to mail prior written notice of cancellation or material change to:

SCHEDULE

1. Name: Any person or organization you are required by written contract or agreement to mail prior written notice of cancellation or material change.
2. Address: Per Certificates of Insurance on file with the broker.
3. Number of days advance notice:

For non-payment of premium, the greater of:
 - the number of days required by state statute or
 - the number of days required by written contract
For any other reason, the lesser of:
 - 60 days or
 - the number of days required in a written contract



ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations
Any person or organization whom the named insured is required by written contract to add as an additional insured on this policy.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section II – **LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Granite Construction Incorporated

Endorsement Effective Date: 10/01/2020

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**Notice of Cancellation or Material Change –
Designated Person or Organization**

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part, we agree to mail prior written notice of cancellation or material change to:

SCHEDULE

1. Name: Any person or organization you are required by written contract or agreement to mail prior written notice of cancellation or material change.

2. Address: Per Certificates of Insurance on file with the broker.

3. Number of days advance notice:

For non-payment of premium, the greater of:

- the number of days required by state statute or
- the number of days required by written contract

For any other reason, the lesser of:

- 60 days or
- the number of days required in a written contract

This endorsement is part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

Must Be Completed	
ENDT. NO.	POLICY NO.
19	BUA 2074978692

Complete Only When This Endorsement Is Not Prepared With the Policy Or Is Not to be Effective with the Policy	
ISSUED TO:	EFFECTIVE DATE OF THIS ENDORSEMENT
Granite Construction Company	10/01/2020



Countersigned by


Authorized Representative

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number IAA23848

2. Contract Status: (Check appropriate box) Original Renewal Amendment

3. Contractor Information: Contractor: Administrative Office of the Courts (AOC)
Contact Person: Maureen Roberts
Title: Administrative Secretary
Address:
Address:
Phone: 360-705-5276
Email: Maureen.Roberts@courts.wa.gov

4. Brief description of purpose of the contract and County's contracted duties: State grant used to fund a portion of a Juvenile Court staff salary while facilitating the department's BECCA program.

5. Term of Contract: From: July 1, 2022 To: June 30, 2023

6. Contract Award Process: (Check appropriate box)
General Purchase of materials, equipment or supplies - RCW 36.32.245 & 39.04.190
 Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners)
 Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)
 Formal Sealed Bid Process (Purchase is over \$25,000)
 This contract was awarded under RCW 28A.225 and 13.32A

Public Works Construction & Improvements Projects – RCW 36.32.250 & 39.04.155 (Public Works, B&G, Capital Improvements Only)

 Small Works Roster (PW projects up to \$200,000)
 Exempt (PW projects less than \$10,000 upon order of the Board of Commissioners)

7. Amount Budgeted in Current Year: \$7,461 (revenue)
Amount Not Budgeted in Current Year \$ Source: _____
Total Non-County Funds Committed: \$ Source: _____
Total County Funds Committed: \$
TOTAL FUNDS COMITTED: \$7,461 (revenue)

8. County Contact Person: Name: Angie Hollis
Title: Juvenile Court Administrator

9. Department Approval: _____
Department Head or Elected Official Signature

10. Special Comments:
This annual contract is used to help offset the Juvenile Departments costs/work in regard to Child in Need of Services Petitions, At-Risk Youth Petitions and Truancy Petitions with local schools to reduce student trancies.

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number _____

2. Contract Status: (Check appropriate box) Original Renewal Amendment

3. Contractor Information: Contractor: **Klickitat County**
Attn: Erinn Quinn
Address: 115 W. Court MH-CH 103
Address: Goldendale, WA 98620
Phone: (509) 773-2366

4. Brief description of purpose of the contract and County's contracted duties:
Interlocal Agreement for Skamania County Community Health to provide Crisis Intervention services in Klickitat County.

5. Term of Contract: From: August 6, 2022 To: Ongoing

6. Contract Award Process: (Check appropriate box)
General Purchase of materials, equipment or supplies - RCW 36.32.245 & 39.04.190

- Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners)
- Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)
- Formal Sealed Bid Process (Purchase is over \$25,000)
- This contract was awarded under RCW 39.29 or Skamania County Code _____. Please provide a summary of the competitive process by which this contract was awarded or the exemption and why it applies.

Public Works Construction & Improvements Projects – RCW 36.32.250 & 39.04.155 (Public Works, B&G, Capital Improvements Only)

- Small Works Roster (PW projects up to \$200,000)
- Exempt (PW projects less than \$10,000 upon order of the Board of Commissioners)

7. Amount Budgeted in Current Year: \$0
Amount Not Budgeted in Current Year: \$0 Source:
Total Non-County Funds Committed: \$0 Source:
Total County Funds Committed: \$0
TOTAL FUNDS COMMITTED: \$0


8. County Contact Person: Name: Allen Esaacson
Title: Data & Finance Manager

9. Department Approval: 
Department Head or Elected Official Signature

Special Comments:

Please email signed contract to Erinn Quinn erinnq@klickitatcounty.org

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Community Health Department	Signature 
<u>AGENDA DATE</u>	BOCC, 7/26/2022	
<u>SUBJECT</u>	Klickitat County Crisis Services	
<u>ACTION REQUESTED</u>	Signature	

SUMMARY/BACKGROUND

**Interlocal Agreement for Skamania County Community Health to provide
Crisis Intervention services in Klickitat County.**

FISCAL IMPACT

None

RECOMMENDATION

Sign

LIST ATTACHMENTS

Face Sheet
Agreement

INTER-LOCAL COOPERATION AGREEMENT

AGREEMENT FOR CRISIS INTERVENTION SERVICES BETWEEN SKAMANIA COUNTY AND KLICKITAT COUNTY

THIS AGREEMENT is entered into under the Interlocal Cooperation Act (Chapter 39.34, RCW), between KLICKITAT COUNTY (hereinafter referred to as KLICKITAT), a political subdivision of the State of Washington and SKAMANIA COUNTY, by and through Skamania County Community Health, (hereinafter referred to as SKAMANIA), a political subdivision of the State of Washington, by which the parties agree that SKAMANIA will provide crisis intervention services in KLICKITAT in accordance with WAC 246-341.

NOW, THEREFORE, in consideration of the payments, covenants, and agreements hereafter mentioned or referenced as part of this Agreement, to be made and performed by the parties hereto, the parties agree as follows:

I. General Provisions.

A. SKAMANIA agrees:

- i. SKAMANIA shall provide crisis intervention services in KLICKITAT County in accordance with WAC 246-341; as well as the Beacon Level of Care Guidelines which are incorporated herein by reference.
- ii. Crisis System Staffing Requirements
 - a. SKAMANIA shall ensure compliance with applicable staffing requirements of WAC 246-341.
 - b. SKAMANIA shall ensure they have sufficient staff available, including DCRs, to respond to requests for Crisis Services and ITA services, as applicable.
 - c. SKAMANIA shall comply with DCR qualification requirements in accordance with Chapters 71.05 and 71.34 RCW and WAC 246-341-0900 to -0915 and shall incorporate the statewide DCR Protocols, listed on the HCA website, into the practice of DCRs.

- d. DCRs must be designated by the county or other authority authorized in rule. DCR designation shall be documented in credentialing rosters submitted to Beacon and monthly attestations confirming whether the DCR designation remains valid.
- e. SKAMANIA shall ensure that staff are available for consultation 24 hours a day, seven (7) days a week who have expertise in Behavioral Health conditions pertaining to children and families.
- f. SKAMANIA shall have at least one Substance Use Disorder Professional (SUDP) and one Certified Peer Counselor (CPC) with experience providing Behavioral Health crisis support available for consultation by phone or on site during regular Business Hours.
 - 1. CPC's hired with COVID funds must be part of the Mobile Crisis Team.
 - A. All new CPCs will be required to complete the HCA CPC continuing education curriculum for peer services in crisis environments.
 - B. MCR team supervisors of CPCs must complete the HCA sponsored Operationalizing Peer Support training for supervisors by June 1, 2022.
- g. SKAMANIA shall have established ITA services policies and procedures, as applicable, that implement WAC 246-341-0810 and the following requirements:
 - 1. No DCR or crisis worker shall be required to respond to a private home or other private location to stabilize or treat a person in crisis, or to evaluate a person for potential detention. No DCR or crisis worker shall be required to respond to a private home or other private location to stabilize or treat a person in crisis, or to evaluate a person for potential detention. No DCR or crisis worker shall be required to respond to a private home or other private location to stabilize or treat a person in crisis, or to evaluate a person for potential detention under the state's ITA, unless a second trained individual accompanies them.
 - 2. The team supervisor, on-call supervisor, or the individual, shall determine the need for a second

individual to accompany them based on a risk assessment for potential violence./

3. The second individual who responds may be a First Responder, a Mental Health Professional, a SUDP, or a mental health provider who has received training required in RCW 49.19.030.
 4. No retaliation shall be taken against an individual who, following consultation with the clinical team or supervisor, refuses to go to a private home or other private location alone.
 5. Have a plan to provide training, mental health staff back up, information sharing, and communication for crisis staff who respond to private homes or other private locations.
 6. Every DCR dispatched on a crisis visit shall have prompt access to information about an Individual's history of dangerousness or potential dangerousness documented in crisis plans or commitment records and is available without unduly delaying a crisis response.
 7. SKAMANIA shall provide a wireless telephone or comparable device to every DCR or crisis worker, who participates in home visits to provide Crisis Services.
- iii. Facilities shall provide mobile crisis outreach services in accordance with WAC 246-341 hereafter referred to as Mobile Crisis Intervention services consistent with Mobile Crisis Intervention technical specifications as well as the Beacon Level of Care Guidelines which are incorporated herein by reference.
- iv. If applicable, SKAMANIA shall provide Involuntary Treatment Act Services (ITA) in a manner that includes all services and administrative functions required for the evaluation for involuntary detention or involuntary treatment of individuals in accordance with WAC 246-341-0810 Chapters 71.05 RCW, 71.34 RCW, and 71.24.300 RCW. Crisis Services become Involuntary Treatment Act Services when a Designated Crisis Responder (DCR) determines an individual must be evaluated for involuntary treatment. The decision making authority of the DCR must be independent of Beacon's administration. Services include investigation and evaluation activities, management of the court case findings and legal proceedings in order to ensure the due process rights of the Individuals who are detained for involuntary treatment. ITA services continue until the end of the involuntary commitment.

- v. SKAMANIA shall respond in a full and timely manner to law enforcement inquiries regarding an Individual's eligibility to possess a firearm under RCW 9.41.040(2)(a)(ii).
- vi. SKAMANIA shall coordinate interventions with other community resources, including regional Managed Care Organization (MCO) when applicable, to provide an array of stabilization and recovery services and avoid unnecessary hospitalizations. For Individuals who are American Indian/Alaska Native (AI/AN), assist in connecting the Individual to services available from a Tribal government or Indian Health Care Provider (IHCP).
- vii. All contracted crisis providers under this Exhibit are delegated crisis providers under the following Managed Care Organization (MCO) networks: CCCWA, CHPW AH, AGPWA, Molina's Medicaid network and United's Washington Medicaid Network.

2. Definitions.

- A. Certified Peer Counselor (CPC): Individuals who: have self-identified as a consumer of behavioral health services; have received specialized training provided/contracted by HCA, Division of Behavioral Health and Recovery (DBHR); have passed a written/oral test, which includes both written and oral components of the training; have passed a Washington State background check; have been certified by DBHR; and are a registered Agency Affiliated Counselor with the Department of Health (DOH).
- B. Co-responder: Teams consisting of law enforcement officer(s) and behavioral health professional(s) to engage with individuals experiencing behavioral health crises that does not rise to the level of need for incarceration.
- C. Conditional Release (CR): When a treating SKAMANIA determines that an Individual committed to an inpatient treatment SKAMANIA can be appropriately treated by outpatient treatment in the community prior to the end of the commitment period, the Individual may be discharged under a CR. A CR differs from a less restrictive order in that the CR is filed with the court, as opposed to being ordered by the court. The length of the CR is the amount of time that remains on the current inpatient commitment order.
- D. Crisis Hotline: This is the 24/7 regional crisis line that is available to all individuals in the region and serves as the front door to the crisis system.
- E. Crisis Program: The program is the provision of those crisis services further described within this Exhibit B-4 which are reimbursable pursuant to the contract between Beacon and the Washington State Health Care Authority.

- F. Crisis Services (Behavioral Health): Crisis Services (Behavioral Health) means providing evaluation and short term treatment and other services to individuals with an emergent mental health condition or are intoxicated or incapacitated due to substance use and when there is an immediate threat to the individual's health or safety.
- G. Cultural Humility: The continuous application in professional practice of self-reflection and self-critique, learning from patients, and partnership building, with an awareness of the limited ability to understand the patient's worldview, culture(s), and communities.
- H. Culturally Appropriate Care: Health care services provided with Cultural Humility and an understanding of the patient's culture and community, and informed by Historical Trauma and the resulting cycle of Adverse Childhood Experiences (ACEs).
- I. Designated Crisis Responder (DCR): Means a person designated by the County or other authority authorized in rule, to perform the civil commitment duties described in Chapter 71.05 RCW.
- J. Eligible Individuals: For purposes of this Exhibit B-4, medically necessary Crisis Services will be available to all individuals who present with a need for Crisis Services in the Regional Service Area regardless of insurance status, ability to pay, county of residence, or level of income.
- K. Involuntary Treatment Act (ITA): Allows for individuals to be committed by court order to a hospital or SKAMANIA for a limited period of time. Involuntary civil commitments are meant to provide for the evaluation and treatment of individuals with a behavioral health disorder and who may be either gravely disabled or pose a danger to themselves or others, and who refuse or are unable to enter treatment on their own. An initial commitment may last up to one hundred twenty (120) hours, but, if necessary, individuals can be committed for additional periods of fourteen (14), ninety (90), and one hundred eighty (180) calendar days of inpatient involuntary treatment or outpatient involuntary treatment (RCW 71.05.180, 71.05.230 and 71.05.290).
- L. Involuntary Treatment Act Services: Includes all services and administrative functions required for the evaluation for involuntary detention or involuntary treatment of individuals civilly committed under the ITA in accordance with Chapters 71.05 and 71.34 RCW and RCW 71.24.300.
- M. Less Restrictive Alternative (LRA) Treatment: Means a program of individualized treatment in a less restrictive setting than inpatient treatment that include the services described in RCW 71.05.585.
- N. Less Restrictive Alternative (LRA) Treatment Order: If a court determines that an Individual committed to an inpatient SKAMANIA meets criteria for further treatment but finds that treatment in a less

restrictive setting is a more appropriate placement and is in the best interest of the Individual or others, an LRA order may be issued. The LRA order remands the Individual to outpatient treatment by a Behavioral Health service provider in the community who is responsible for monitoring and providing LRA treatment. The Individual must receive at least a minimum set of services and follow the conditions outlined in the LRA order. The length of an LRA order is usually 90 or 180 days but in certain cases can be for up to one year. (RCW 71.05.320). An LRA order may be extended by a court.

- O. Mobile Crisis Intervention (MCI): MCI provides a short-term service that is a mobile, on-site, face-to-face therapeutic response to an individual experiencing a behavioral health crisis for the purpose of identifying, assessing, treating, and stabilizing the situation and reducing immediate risk of danger to the individual or others. Hours of operation vary by region. The service includes: A crisis assessment and engagement in a crisis planning process, up to 7 days of crisis intervention and stabilization services including: on-site face-to-face therapeutic response, psychiatric consultation and urgent psychopharmacology intervention, as needed, and referrals and linkages to all medically necessary behavioral health services and supports, including access to appropriate services along the behavioral health continuum of care.
- P. Mobile Crisis Intervention Program Technical Specifications: This a set of documents that describes in detail contracted program expectations for adult mobile crisis intervention (AMCI) and youth mobile crisis intervention (YMCI). It is a supplement to the Washington Provider Service Instruction Manual. It is available on Beacon's Washington website
- Q. Peer Support Services: means behavioral health services provided by Certified Peer Counselors. This service provides scheduled activities that promote socialization, recovery, self-advocacy, development of natural supports, and maintenance of community living skills. Individuals actively participate in decision-making and the operation of the programmatic supports.
- R. Substance Use Disorder Professional (SUDP): An individual who is certified according to RCW 18.205.020 and the certification requirements of WAC 246-811-030 to provide SUD services.
- S. Withdrawal Management (previously known as detoxification): Care and treatment in a residential or hospital setting of persons intoxicated or incapacitated by alcohol or other drugs during the period in which the person is recovering from the transitory effects of intoxication or withdrawal. Acute detoxification provides medical care and physician supervision; subacute detoxification is non-medical.

3. Services. SKAMANIA agrees to:

- A. Interpreter services for Individuals in crisis over-the-telephone.
 - i. SKAMANIA will submit encounter codes for interpretation provided over-the-phone to Individuals in crisis.
 - ii. Reimbursable Services must meet the following criteria:
 - a. The Individuals must be Medicaid eligible on the date the service took place;
 - b. The Individual received a Medicaid covered service by a servicing provider that has a Core Provider Agreement with HCA;
 - c. The Interpretation requests must be for urgent same day events, necessary to assist Individuals determined to be in crisis;
 - d. Services must be provided by a qualified interpreter as described by Section 1557 of the Affordable Care Act; and
 - e. The encounter must be submitted to Beacon within forty-five (45) calendar days of the date of service.
 - iii. Do not submit encounter codes for administrative activities including but not limited to: scheduling or reminder calls, scheduled events, and appointments scheduled more than 24-hours in advance.
- B. Deliver crisis response and intervention services, referral and linkage services to all individuals located in the designated Regional Service Area/County in accordance with CFR 42, WAC 246-341, current DCR protocols set out by the Division of Behavioral Health and Recovery (DBHR) (or its successor), and any other documents incorporated by reference.
- C. SKAMANIA will implement the requirements of 2007-2008 Substitute House Bill 1456, including the provision of secondary personnel when deemed necessary by acting Crisis Supervisor, provision by SKAMANIA of a wireless telephone or comparable device for the purpose of emergency communication, and annual training on safety and violence prevention topics described in RCW 49.19.030 for all who work directly with clients. This act is known as the Marty Smith law.
- D. Crisis Services shall be delivered as follows:
 - i. Stabilize Individuals as quickly as possible and assist them in returning to a level of functioning that no longer qualifies them for Crisis Services.

- ii. Provide solution-focused, person-centered, and Recovery-oriented interventions designed to avoid unnecessary hospitalization, incarceration, institutionalization, or out of home placement.
- iii. Coordinate closely with regional MCOs, community court system, Department of Corrections (DOC), jail-based staff, First Responders, criminal justice system, inpatient/residential service providers, Tribal governments, ICHPs, and outpatient behavioral health providers to include processes to improve access to timely and appropriate treatment for Individuals with current and or prior criminal justice involvement.
- iv. Engage the Individual in the development and implementation of crisis prevention plans to reduce unnecessary crisis system utilization and maintain the Individual's stability.
- v. Develop and implement strategies to assess and improve the crisis system over time.

E. Core MCI services SKAMANIA shall provide include:

- i. Coordination with co-responders within the region.
- ii. A comprehensive crisis assessment, including a mental status exam, crisis precipitants, behavioral health and physical health history, medication history and compliance, safety/risk issues with the individual and / or caregiver(s) / natural supports, and functioning at home, work, and community.
- iii. Providing support, information, understanding and consultation to caregiver(s) / natural supports who are likely experiencing (normal, but often overwhelming) stress, concern, and exhaustion so that they are best equipped to participate in the intervention, make decisions, and support their loved one.
- iv. Discussing and activating caregiver / natural support strengths and resources to identify how such strengths and resources impact their ability to care for the individual's behavioral health needs.
- v. Assessing the individual's behavior and the responses of caregiver(s)/natural support and others to the individual's behavior
- vi. Identifying current providers, including state agency involvement.
- vii. Attempt to obtain Release of Information (ROIs) and document stakeholder coordination in the clinical record.

- viii. Ensure that all calls, services, and outcomes are documented in compliance with record content and documentation requirements in accordance with WAC 246-341-0900 to -0915.
- ix. Identifying natural supports and community resources that can assist in stabilizing the situation and offer ongoing support to the individual and caregiver(s).
- x. Identification and inclusion of professional and natural supports (e.g., therapist, neighbors, relatives) who can assist in stabilizing the situation and offer ongoing support.
- xi. Psychiatric consultation and urgent psychopharmacology intervention (if current prescribing provider cannot be reached immediately or if no current provider exists), as needed, from an on-call psychiatrist or Psychiatric Nurse Mental Health Clinical Specialist.
- xii. Confirm whether the Individual has a Crisis Alert on file and get access to any risk management / safety plans, if available. If the Individual does not already have one, develop risk management / safety plan.
- xiii. Provide crisis intervention, including solution-focused crisis counseling and brief interventions that address behavior and safety.
- xiv. Referrals and linkages to all medically necessary behavioral health services and supports, including access to appropriate services along the behavioral health continuum of care.
- xv. For individuals who are receiving Program for Assertive Community Treatment (PACT) or similar program, MCI staff shall coordinate with the individual's care coordinator throughout the delivery of the Mobile Crisis service.
- xvi. The MCI team shall coordinate with the individual's primary care provider, any other care management program, or other behavioral health providers providing services to the individual throughout the delivery of the Mobile Crisis service.
- xvii. MCI is not intended for the purposes of accessing respite, out-of-home placement, or outpatient treatment or to supplant existing front-line responses for adults receiving services from a primary provider (e.g. primary care, PACT, residential, etc.).
- xviii. MCI teams will respond in the following timeframes:
 - a. Triage calls within 15 minutes of initial request

- b. Strive to respond in person within 90 minutes or less, but within no more than the HCA's requirement of 2 hours.
- F. Following completion of a Mobile Crisis Intervention, if the MCI clinician determines that DCR intervention may be medically necessary, the clinician will manage referrals and coordination of care.
 - i. MCI and DCR programs must coordinate and communicate daily to ensure effective community response management.
 - ii. MCIs shall be utilized whenever possible to provide the initial response in order to maximize the efficiency of limited DCR resources by helping to ensure DCRs respond to cases specific to RCW 71.05.
- G. If SKAMANIA provides DCR services, core services include:
 - i. Deliver Involuntary Treatment Act Services including all services and administrative functions required for the evaluation for involuntary detention or involuntary treatment of individuals in accordance with WAC 246-341-0810, Chapter 71.05 RCW, 71.34 RCW and 71.24.300 RCW. The decision-making authority of the DCR shall be independent of Beacon Health Options, Inc.
 - a. SKAMANIA will have a process in place to determine if an individual is impaired due to the presence of substances in his/her system.
 - b. SKAMANIA will perform functions necessary for facilitation of voluntary psychiatric inpatient care and least restrictive alternative care, including all necessary documentation and administrative functions.
 - c. SKAMANIA shall implement a plan to provide appropriate treatment services to the Individual, which may include the development of Least Restrictive Alternatives (LRAs), or relapse prevention programs reasonably calculated to reduce demand for involuntary detentions to E&T facilities and Secure Withdrawal Management and Stabilization facilities.
 - d. SKAMANIA will monitor and track all individuals placed on Least Restrictive Alternatives (LRAs) and Conditional Release (CR) in the county/region in accordance with RCW 71.05.320, RCW 71.05.340, and RCW 71.05.585 respectively., and submit monthly updates to Beacon, using the template provided by Beacon. Updates shall include information on LRA treatment from the treatment provider.

- e. SKAMANIA shall report to HCA and Beacon when it is determined an Individual meets detention criteria under RCW 71.05.150, 71.05.153, 71.34.700 or 71.34.710 and there are no beds available at the Evaluation and Treatment Facility, Secure Withdrawal Management and Stabilization facility, psychiatric unit, or under a single bed certification, and the DCR was not able to arrange for a less restrictive alternative for the Individual.
 - f. When the DCR determines an Individual meets detention criteria, the investigation has been completed and when no bed is available, the DCR shall submit an Unavailable Detention Facilities report to HCA and Beacon within 24 hours. The report shall include the following:
 - 1. The date and time the investigation was completed;
 - 2. A list of facilities that refused to admit the Individual;
 - 3. Information sufficient to identify the Individual, including name and age or date of birth;
 - 4. The identity of the responsible BH-ASO and MCO, if applicable;
 - 5. The county in which the person met detention criteria; and
 - 6. Other reporting elements deemed necessary or supportive by HCA.
 - g. When a DCR submits a No Bed Report due to the lack of an involuntary treatment bed, a face-to-face re-assessment is conducted each day by the DCR or Mental Health Professional (MHP) employed by the crisis provider to verify that the person continues to require involuntary treatment. If a bed is still not available, the DCR sends a new Unavailable Detention Facilities Report (No Bed Report) to HCA and Beacon and the DCR or MHP works to develop a safety plan to help the person meet their health and safety needs, which includes the DCR or MHP continuing to search for an involuntary treatment bed or appropriate less restrictive alternative to meet the individual's current crisis.
- ii. SKAMANIA will respond in person when requested by community stakeholders and providers unless: (1) there are significant safety issues identified, documented, and reported to

Beacon; and / or (2) the requesting stakeholder or provider agree that a face-to-face response is not required.

- iii. SKAMANIA will have clinicians available 24/7 who have expertise in behavioral health issues pertaining to adults, children, and families.
- iv. The Facility's community response time will be no longer than 2 hours or as mandated by WAC and RCW.
- v. SKAMANIA will seek less restrictive alternatives for all individuals served, with effort made to maintain an individual in his or her community, and voluntary placement when a higher level of care is clinically indicated. SKAMANIA may provide crisis and community stabilization services, in accordance with WAC 246-341-0915, to stabilize individuals and assist them in returning to a level of functioning. These services may include brief counseling, skill building, case management, check-ins by phone or in person and other supportive services including engagement with family and significant others for support.
- vi. SKAMANIA will coordinate with the outpatient provider system, including the MCO when appropriate, and participate in treatment planning and treatment team meetings when requested.
- vii. SKAMANIA may provide targeted, short-term interventions including next day immediate access to outpatient services and/or follow up care. These services may include the following:
 - a. Face to face therapeutic response
 - b. Telephonic psychiatric consultation
 - c. Solution focused crisis counseling, including teaching of coping and behavior management skills, mediation, parent/family support and psychoeducation
 - d. Telephonic support to individual and family
 - e. Collateral contacts

H. SKAMANIA will execute and maintain inter-agency agreements or memorandum of understanding (MOU) documenting the provision of applicable crisis services (Mobile Crisis Intervention, Designated Crisis Responder) with applicable key partner organizations including but not limited to school districts, child welfare, law enforcement, emergency services, hospitals, providers, etc.

- I. Partner with Beacon to organize and facilitate community forum(s), on an agreed upon frequency, for the purposes of obtaining feedback about crisis services, identifying service gaps, and ensuring crisis services are responsive to the unique needs of communities within the region.
- J. Implement a client satisfaction survey for individuals served through crisis services and report data to Beacon and at agreed upon community forums. Results from the client satisfaction survey will inform quality improvement initiatives and program development goals.

4. COMPENSATION

SKAMANIA shall be compensated directly by Beacon Health. It is the intent of the parties that payments previously made by Beacon to Comprehensive Healthcare for the provision of DCR services now be made to SKAMANIA.

5. STATUS OF THE PARTIES

Both parties understand and agree that SKAMANIA is acting hereunder as an independent contractor, with the intended result that control of SKAMANIA'S personnel, discipline, and all other aspects of employee management shall be governed entirely by SKAMANIA.

6. INDEMNIFICATION/HOLD HARMLESS

Each of the parties hereto agrees to be liable for its own conduct and to indemnify the other party against any and all losses resulting from each party's own negligence. In the event that loss or damage results from the conduct of more than one party, each party agrees to be responsible for its own proportionate share of the claimant's damage under the laws of the State of Washington.

It is understood and agreed between the parties hereto that if either party is alleged to be negligent in its performance of this agreement, and those allegations result in a claim, loss, demand, action, or cause of action of any nature whatsoever, that party will defend and hold the other harmless from those allegations and any damages that may result. The parties immunities under the State Industrial Insurance Act (RCW Title 51) to the extent that an employee brings a claim or suit against the other non-employer agency for injuries occurring in the workplace while performing this act.

7. AGREEMENT MODIFICATIONS

Either party may request modification of this Agreement at any time.

8. PERIOD OF AGREEMENT

The period of this Agreement shall begin August 6th, 2022 and continue until termination as provided in Paragraph VII.

9. TERMINATION

Either KLICKITAT or SKAMANIA may terminate this Agreement in whole or in part whenever either party determines, in their respective discretion, that such termination is in the interest of the respective party. Whenever the Agreement is terminated in accordance with this paragraph, SKAMANIA shall be entitled to payment for actual work performed at the date of termination. Notice of termination shall be given in writing at least ninety (90) days prior to the effective termination date.

10. ASSIGNMENT

It is understood and agreed between the parties that this contract cannot be assigned, transferred or any portion subcontracted hereunder by SKAMANIA without the prior written permission of KLICKITAT.

11. AGREEMENT REPRESENTATIVES

Each party shall have a contract representative during all times this agreement is in force. The contract representative may be changed at any time with written notice to the other party. The parties' contract representatives at the time of execution of this agreement are:

A. For SKAMANIA County: Tamara Cissell
Community Health Director
SKAMANIA County Community Health
Department
PO Box 1492
Stevenson, WA 98648

B. For KLICKITAT County: Erinn Quinn
Public Health Director
KLICKITAT County Health Department
228 W. Main MS CH-14
Goldendale, WA 98620

12. OVERSIGHT AND ADMINISTRATION.

There shall be no separate legal entity created by this Agreement. SKAMANIA and KLICKITAT shall administer this Agreement. This Inter-Local Agreement does not require the acquisition or disposition of real or personal property.

IN WITNESS WHEREOF, SKAMANIA has caused this Agreement to be duly executed on its behalf.

SKAMANIA COUNTY BOARD of Commissioners

Richard Mahar, Chairman

Bob Hamlin, Commissioner

Tom Lannen, Commissioner

Date

APPROVED AS TO FORM ONLY:

ATTEST:

Adam Kick
Prosecuting Attorney

Clerk of the Board

IN WITNESS WHEREOF, the parties here to have signed this agreement this _____ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS
Klickitat County, Washington

Jacob L. Anderson, Chairman

Dan Christopher, Commissioner

David M. Sauter, Commissioner

ATTEST:


Clerk of the Board

In and for the County of Klickitat,
State of Washington

APPROVED AS TO FORM:

David R. Quesnel
Klickitat County Prosecuting Attorney

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Public Works Department	 Signature
<u>AGENDA DATE</u>	July 26, 2022	
<u>SUBJECT</u>	<u>Purchase of guardrail material for repair</u>	
<u>ACTION REQUESTED</u>	<u>Approve purchase of guardrail material for repair</u>	

SUMMARY/BACKGROUND

This item(s) authorizes the purchase of guardrail material for Willard Bridge repair. The Material will be on the Washington State Contract through Coral Sales. Coral Sales prices have changed due to Material Costs going up due to inflation. Coral has been approved for the price adjustment from the Washington State Department of Enterprise in January of 2022.

FISCAL IMPACT

This cost will be \$11,342.52 (including tax)

RECOMMENDATION

The Public Works Department recommends the Board of Commissioners, by motion action and signature, authorize the purchase of Guardrail Material for repair of Willard Bridge.

LIST ATTACHMENTS

- PO for guardrail material
- Price adjustment approval via email from Washington DES
- Price Adjustments Percentage change per part
- Final price list after adjustments



PO Box 22385 Portland, OR 97269-2385
 Main 503.655.6351 Toll Free 800.538.7245 Fax 503.657.9649
 www.coralsales.com

Sales Order Date: 1/25/2022

Sold

To: Skamania County
 Public Works
 Tony Hegewald
 P O Box 1009
 Stevenson, WA 98648

Phone: 509-427-3951
Fax: 509-427-3958
Tax Exempt:

FOB: Destination
Ship Date: 5/4/2022
Terms: NET 30

Ship

To: Skamania Co.Public Works
 Tony Hegewald; 509-427-3916
 575 SW Rock Creek Drive
 Stevenson, WA 98648

Phone:
Tax Code: STEVENSON

Customer ID: CUST-1892
P.O. Number: TONY
SalesPerson: JAMIE BERNSTEIN

Item No.	Description	Quantity	Unit	Unit Price	Ext. Price
Guardrail Material:					
4002	End Terminal, MSKT, 46'10-1/2", STL, 12" Block	2.00	KIT	3,439.96	\$6,879.92
3353	12ga W-Beam, 12'6" @ 3'-1-1/2", Galv	9.00	EA	170.61	\$1,535.49
1878	Steel GR Post, W6x9 @ 6' 0", W-Beam, Galv	18.00	EA	77.08	\$1,387.44
1473	Wood GR Block, 6"X 12"X 14", CCA, Type 31	18.00	EA	30.08	\$541.44
89	5/8"x14" GR Post Bolt, Galv	18.00	EA	3.53	\$63.54
99	5/8" Round F844 Washer, Galv	18.00	EA	0.29	\$5.22
80	5/8"x1-1/4" Splice Bolt, Galv	80.00	EA	0.71	\$56.80
97	5/8" Recessed Nut, Galv	98.00	EA	0.63	\$61.74

X: Purchased Under Washington State Contract #00118

Via Email: Tony@co.skamania.wa.us

- Freight damage must be reported to the freight company at the time of receipt of material.
 *** ALL DAMAGE MUST BE NOTED ON THE BOL ***
 Claims for missing items must be filed within 3 calendar days after receipt of material.

Subtotal: \$10,531.59
 Shipping & Handling: \$0.00
Sales Tax: 810.93

Total: \$11,342.52

A 3% processing fee will be assessed on credit card payments received past NET 10 days. Payment terms shall be stated in Coral Sales Company credit application.

Tony Hegewald

From: First, Marilyn (DES) <marilyn.first@des.wa.gov>
Sent: Thursday, February 03, 2022 3:35 PM
To: Jamie Bernstein
Subject: RE: January Temporary Economic Price Adjustment APPROVED as Requested
Attachments: 00118pFINALPRICELIST.xlsx; 00118p020322.xlsx

I did a lot of WAITING mostly! Here's the new price list – the one with final in the name is the one I think is actually final. The other one has the extra columns in it – so you can see the values match the formulas with the new prices more easily. ALSO – did I miss a HEADING on the FINAL version for the first category??? I'll look too while you're looking.

Sincerely,

Marilyn R. First (*she/her/hers*)

Contracts Specialist

Contracts and Procurement Division

Washington State Department of Enterprise Services

d: 360-407-9341 | f: 360.507.9250 | marilyn.first@des.wa.gov

1500 Jefferson Street, SE | MS 41408

Olympia, WA 98504

www.des.wa.gov

[@Twitter](#) [@Facebook](#) [@LinkedIn](#)

From: Jamie Bernstein <Jamie@coralsales.com>
Sent: Thursday, February 3, 2022 3:18 PM
To: First, Marilyn (DES) <marilyn.first@des.wa.gov>
Subject: RE: January Temporary Economic Price Adjustment APPROVED as Requested

External Email

Yay! Thanks for all of your hard work on this.

Jamie Bernstein



Inside Sales

Direct: 503-344-1782

Main: 503-655-6351

Fax: 503-657-9649

www.coralsales.com

Ask me about the new REACT M!



From: First, Marilyn (DES) <marilyn.first@des.wa.gov>
Sent: Thursday, February 3, 2022 3:16 PM
To: Jamie Bernstein <Jamie@coralsales.com>
Subject: January Temporary Economic Price Adjustment APPROVED as Requested
Importance: High

Jamie:

I'm writing to let you know the recommendation from the Business Operations Team and Alex Kenesson, our Procurement Supervisor has come back to APPROVE your price adjustment request. I am working to update the spreadsheet to include *only* the current prices (I'm copying the information which is now in *formula form* from the other columns' prices) into values only, so we can show just the current prices. As soon as I finish, I'll send, and have you do one more quick look although I will also proof to make sure I'm keeping all the prices consistent. The next chance this can be posted to the contract portal page is at 4:00 sharp, then 5:00 PM, so I'm hoping to make the 4 PM time frame. I'll be back in just a few more minutes with the final price sheet spreadsheet, but wanted to get this information to you now.

Sincerely,

Marilyn R. First (*she/her/hers*)
Contracts Specialist
Contracts and Procurement Division
Washington State Department of Enterprise Services
d: 360-407-9341 | f: 360.507.9250 | marilyn.first@des.wa.gov
1500 Jefferson Street, SE | MS 41408
Olympia, WA 98504
www.des.wa.gov
[@Twitter](#) [@Facebook](#) [@LinkedIn](#)

WSDOT Commodity Code	WSDOT Part Number	Vendor Commodity Code	Item Description	Unit Measure	March 12, 2022 and on (Present) Prices	March 12, 2022 and on (Present) Prices	Proposed NEW PRICES February 2, 2022 FORMULA PRICES	Prices Effective 2/3/2022 VALUE of FORMULA PRICES	
570-28-39-124	11G	03/3353	Special Punch (Type 31) 12" 6" @ 3" 1 1/2"	EA	\$ 121.00	\$ 178.77	\$ 121.00	\$ 170.61	41%
570-28-39-118	21G	06	GR 13' 6 1/2" Special Punch 12 GA	EA	\$ 125.00	\$ 188.42	\$ 125.00	\$ 176.25	41%
570-28-39-125	9G	08/3354	GR 13' 6 1/2" @ 6" 3" 12 GA	EA	\$ 121.00	\$ 178.77	\$ 121.00	\$ 170.61	41%
570-28-39-060	1008G	12	GR Convex Radius 8' Galv.	EA	\$ 392.40	\$ 619.73	\$ 392.40	\$ 553.28	41%
570-28-39-088	1010G	14	GR Convex Radius 10' Galv.	EA	\$ 314.54	\$ 489.25	\$ 314.54	\$ 443.50	41%
570-28-39-133	1015G	16	GR Convex Radius 15' Galv.	EA	\$ 297.61	\$ 459.25	\$ 297.61	\$ 419.35	41%
570-28-39-169	1020G	17	GR Convex Radius 20' Galv.	EA	\$ 186.03	\$ 262.99	\$ 186.03	\$ 262.30	41%
570-28-39-196	1025G	18	GR Convex Radius 25' Galv.	EA	\$ 186.03	\$ 262.99	\$ 186.03	\$ 262.30	41%
570-28-39-244	1030G	19	GR Convex Radius 30' Galv.	EA	\$ 186.03	\$ 262.99	\$ 186.03	\$ 262.30	41%
570-28-39-264	1035G	20	GR Convex Radius 35' Galv.	EA	\$ 186.03	\$ 262.99	\$ 186.03	\$ 262.30	41%
570-28-39-297	1040G	21	GR Convex Radius 40' Galv.	EA	\$ 186.03	\$ 262.99	\$ 186.03	\$ 262.30	41%
570-28-39-317	1045G	22	GR Convex Radius 45' Galv.	EA	\$ 186.03	\$ 262.99	\$ 186.03	\$ 262.30	41%
570-28-39-352	1060G	24	GR Convex Radius 60' Galv.	EA	\$ 186.03	\$ 262.99	\$ 186.03	\$ 262.30	41%
570-28-39-367	1065G	26	GR Convex Radius 65' Galv.	EA	\$ 186.03	\$ 262.99	\$ 186.03	\$ 262.30	41%
570-28-39-412	1075G	27	GR Convex Radius 75' Galv.	EA	\$ 186.03	\$ 262.99	\$ 186.03	\$ 262.30	41%
570-28-39-427	1085G	29	GR Convex Radius 85' Galv. 6" 3" @ 6" 3", 12 GA GALV W-BEAM GR PANEL	EA	\$ 186.03	\$ 262.99	\$ 186.03	\$ 262.30	41%
570-28-49-531	66	37	12" 6" @ 3" 1-1/2", 12 GA GALV THREE BEAM PANEL	EA	\$ 78.06	\$ 117.13	\$ 78.06	\$ 110.06	41%
570-28-49-528	211G	57	GR Thrie Beam 13' 6 1/2" @ 6" 3" 12 GA	EA	\$ 200.87	\$ 297.68	\$ 200.87	\$ 283.23	41%
570-28-37-230	209G	58	6" 3" @ 3" 1-1/2", 12 GA GALV THREE BEAM PANEL	EA	\$ 180.21	\$ 276.41	\$ 180.21	\$ 254.10	41%
570-28-49-529	205G	61	GR Thrie Beam Reducer Symm Type B 7' 3 1/2" Transition Piece	EA	\$ 152.68	\$ 228.99	\$ 152.68	\$ 215.28	41%
570-28-37-700	924G	64	GR Convex TYPE 31 RADIUS 15' Galv.	EA	\$ 137.89	\$ 211.99	\$ 137.89	\$ 194.42	41%
570-28-39-129	1175G	438	GR Convex TYPE 31 RADIUS 20' Galv.	EA	\$ 296.04	\$ 393.74	\$ 296.04	\$ 417.42	41%
570-28-39-159		439	GR Convex TYPE 31 RADIUS 30' Galv.	EA	\$ 186.03	\$ 262.99	\$ 186.03	\$ 262.30	41%
570-28-39-353	110060G	701	GR Convex TYPE 31 RADIUS 60' Galv.	EA	\$ 186.03	\$ 247.47	\$ 186.03	\$ 262.30	41%
570-28-39-327	1050G	1424	GR Convex Radius 50' Galv.	EA	\$ 186.03	\$ 262.99	\$ 186.03	\$ 262.30	41%
570-28-39-345	1055G	2098	GR Convex Radius 55' Galv.	EA	\$ 186.03	\$ 262.99	\$ 186.03	\$ 262.30	41%
570-28-39-451	110100G	2436	GR Convex TYPE 31 RADIUS 100' Galv.	EA	\$ 174.40	\$ 246.56	\$ 174.40	\$ 245.90	41%
570-28-38-301	N/A	2457	GR CONCAVE TYPE 31 RADIUS 30' Galv.	EA	\$ 174.40	\$ 246.56	\$ 174.40	\$ 245.90	41%
570-28-38-315	N/A	2438	GR CONCAVE TYPE 31 RADIUS 60' Galv.	EA	\$ 174.40	\$ 246.56	\$ 174.40	\$ 245.90	41%
570-28-38-910	N/A	2439	GR CONCAVE TYPE 31 RADIUS 100' Galv.	EA	\$ 174.40	\$ 246.56	\$ 174.40	\$ 245.90	41%
570-28-39-245	110010G	2450	GR Convex TYPE 31 RADIUS 30' Galv.	EA	\$ 174.40	\$ 246.56	\$ 174.40	\$ 245.90	41%
570-28-39-630		2461	GR Convex TYPE 31 RADIUS 45' Galv.	EA	\$ 174.40	\$ 246.56	\$ 174.40	\$ 245.90	41%
TBD	32219G	2617	32219G ASYM. TRANSITION, 6" 3", LEFT, 10 GA GALV THRIE BEAM PANEL	EA	\$ 199.31	\$ 284.70	\$ 199.31	\$ 281.03	41%
TBD	32218G	2618	32218G ASYM. TRANSITION, 6" 3", RIGHT, 10 GA GALV THRIE BEAM PANEL	EA	\$ 199.31	\$ 284.70	\$ 199.31	\$ 281.03	41%
570-28-39-650	110045G	2661	GR Convex TYPE 31 RADIUS 45' Galv.	EA	\$ 186.03	\$ 262.99	\$ 186.03	\$ 262.30	41%
570-28-39-600		2834	GR Convex TYPE 31 RADIUS 15' Galv.	EA	\$ 296.04	\$ 393.74	\$ 296.04	\$ 417.42	41%
570-28-39-605		2835	GR Convex TYPE 31 RADIUS 10' Galv.	EA	\$ 186.03	\$ 262.99	\$ 186.03	\$ 262.30	41%
570-28-13-350	N/A	3401	6" 3" @ 6" 3", TYPE 1 MODIFIED ANCHOR, 12 GA GALV W-BEAM GR PANEL	EA	\$ 87.20	\$ 127.37	\$ 87.20	\$ 122.95	41%

Guardrail End Treatment Parts/Trinity

WSDOT Commodity Code	WSDOT Part Number	Vendor Commodity Code	Item Description	Unit Measure	March 12, 2022 and on (Present) Prices	March 12, 2022 and on (Present) Prices	Proposed NEW PRICES January 23, 2022	Prices Effective 3/1/2022	
570-28-32-371	9230	50	GR End Piece Design G Galvanized 12 GA	EA	\$ 109.00	\$ 124.26	\$ 109.00	\$ 125.35	15%
570-28-32-369	9235	55	GR End Piece Design F Flat End Shoe, 10 GA, W-Beam	EA	\$ 51.98	\$ 68.29	\$ 51.98	\$ 59.78	15%
570-28-49-532	781A	135	Bearing Plate, 5/8" x 8" x 8" w/Flat Bar, Galv.	EA	\$ 38.23	\$ 43.58	\$ 38.23	\$ 43.96	15%
570-28-49-027	3000G	136	3/4" x 6" ANCHOR CABLE (T), GALV GR END ANCHOR ASSY PART	EA	\$ 139.52	\$ 159.05	\$ 139.52	\$ 160.45	15%
Bench Stock	705G	138	5-1/2" ANCHOR PIPE SLEEV, EA	EA	\$ 23.61	\$ 26.91	\$ 23.61	\$ 27.15	15%
Bench Stock	3910G	139	1" A563 DN NUT, HEAVY HEX	EA	\$ 1.46	\$ 1.94	\$ 1.46	\$ 1.68	15%
Bench Stock	3900G	140	1" F444 ROUND WASHER	EA	\$ 0.71	\$ 0.89	\$ 0.71	\$ 0.84	15%
570-28-49-546	766G	148	GR Plate Soil 18" x 24" x 1/4"	EA	\$ 46.71	\$ 53.75	\$ 46.71	\$ 53.72	15%
Bench Stock	3478G	149	5/8" x 7-1/2" A307 BOLT	EA	\$ 1.81	\$ 2.40	\$ 1.81	\$ 2.08	15%

Bench Stock	4497G	150	5/8" X 3-1/2" A307 Hex Bol.	EA	2.15	2.15	2.48	2.48	499
570-28-49-521	310	151	GR ET-Plus Panel No. 1 13' 6 1/2" 48" 3" SYND 12G	EA	250.31	250.31	268.11	268.11	159
570-28-49-522	70AA	152	ANCHOR BRACKET, ET-Plus	EA	84.78	84.78	92.77	92.77	159
570-28-49-565	645A	157	GR ET-Plus Extr. Latch Head	EA	979.16	979.16	1,116.01	1,116.01	159
Bench Stock	4228G	15A	LAG SCREW, 5/8" X 4" ET-Plus	EA	1.92	1.92	1.60	1.60	179
570-28-32-045	7829	155	DECORATING PLATE 5/8" X 8" X 1/2" ET-Plus	EA	25.14	25.14	30.06	30.06	159
570-28-77-700	742G	157	GR Sleeve Tube 0' Symp PC	EA	180.88	180.88	204.61	204.61	159
570-28-49-775	33875G	158	GR Strut Angle Only (ET-Plus)	EA	31.17	31.17	31.35	31.35	159
Bench Stock	5144G	159	3/4" X 3-1/2" A325 BOLT, ET-Plus	EA	5.94	5.94	6.72	6.72	159
570-28-49-780	706	168	GR SHY Panel No. 1 13' 6 1/2" 48" 3" SYND 34G	EA	248.57	248.57	285.80	285.80	159
570-28-49-783	700	169	GR SHY Panel No. 1 13' 6 1/2" 48" 3" SYND 38G	EA	248.54	248.54	285.80	285.80	159
570-28-13-020	700A	171	ANCHOR BRACKET, ET-Plus	EA	27.29	27.29	33.18	33.18	159
570-28-49-783	2990G	172	Steel Guard for Anchor, SHY	EA	41.37	41.37	48.09	48.09	159
570-28-49-777	345AA	175	GR Stud Assy PC 9852A SHY 350	EA	166.11	166.11	192.58	192.58	159
570-28-32-011	3701G	172	3/8" Washer, F436, 3701G	EA	5.15	5.15	0.12	0.12	159
Bench Stock	3340G	186	5/8" X 1 1/2" A307 BOLT	EA	0.59	0.59	0.68	0.68	159
Bench Stock	3704G	016	3/8" GALV (A325) A375 NUT	EA	1.18	1.18	1.38	1.38	159
Bench Stock	3706G	020	3/4" GALV (A325) A375 WASHER	EA	0.47	0.47	0.54	0.54	159
570-28-49-139	8688B	085	12" X 12" ET DECAL, FASTENER/ATTACHMENT (NEED 2 PER UNIT)	EA	15.57	15.57	17.01	17.01	159
570-28-49-153	8207D	085	GR Decal 14" X 27" UR/LL ET-Plus (Right for TL2 and TL3 Systems)	EA	23.28	23.28	26.86	26.86	159
570-28-49-154	8208B	090	GR Decal 14" X 27" UR/R ET-Plus (Left for TL2 and TL3 Systems)	EA	23.28	23.28	26.86	26.86	159
570-28-49-032	N/A	1001	GR Anchor Assy Design A Type 1 Includes Tube Sleeve Assy Galv.	EA	728.37	728.37	895.36	895.36	159
570-28-32-135	3706G2282G	1097	GR Complete ET Post for 27 inch Non-flared TL3 Extruding Terminal System	System	2,328.83	2,328.83	2,908.12	2,908.12	159
570-28-32-400	3500G	1135	STEEL YIELDING TERMINAL POST, GALV OR END TREATMENT PART	EA	91.64	91.64	106.08	106.08	159
570-28-32-010	3717G	1588	3/4" X 2-1/2" Hex Bol. A325, 3717G	EA	3.74	3.74	3.14	3.14	159
570-28-32-002	33871A	1675	ET HRA POST, BOTTOM, B1 & 2, GALV OR END TREATMENT PART	EA	195.74	195.74	199.07	199.07	159
570-28-49-134	47EY21WDDO	1778	GR ET Plus 31 (Not SA Non-Flared Terminal) Section GR ET Plus Panel No. 1 Type 21 15' 7" X 30442G	EA	2,266.71	2,266.71	2,949.42	2,949.42	159
570-28-49-574	20442G	1778	GR ET Plus 31 (Not SA Non-Flared Terminal) Section GR ET Plus Panel No. 1 Type 21 15' 7" X 30442G	EA	206.25	206.25	240.75	240.75	159
570-28-49-070	47ANCHOR30	1815	GR anchor Assy, Type 30, Includes Tube Sleeve GR End Piece Design C 3/4"	EA	483.00	483.00	577.45	577.45	159
570-28-32-365	907G	1821	Wrap Galv 12 GA	EA	49.23	49.23	57.30	57.30	159
570-28-49-138	394789A12	2005	GR Complete SWT 350 System Limited Post	EA	2,138.00	2,138.00	2,481.93	2,481.93	159
570-28-32-007	3301G	2050	5/8" X 1 3/4" Hex Bol. A325, 3301G	EA	1.01	1.01	1.16	1.16	159
570-28-32-012	3908G	2171	1" Heavy Hex Nut, A563, 3908G	EA	2.16	2.16	2.51	2.51	159
570-28-32-022	15201G	2864	Selfstop, Post #1, 4' 9-1/2", 15201G	EA	60.44	60.44	69.51	69.51	159
570-28-32-008	105280G	2865	5/16" X 1 1/2" Hex Bol. 105280G	EA	0.49	0.49	0.41	0.41	159
570-28-32-007	15207G	2866	Selfstop Keeper Plate, 15207G	EA	21.80	21.80	25.07	25.07	159
570-28-32-000	15208A	3857	Selfstop Impoved Head, 15208A	EA	1,415.40	1,415.40	1,627.71	1,627.71	159
570-28-32-006	105285G	2868	5/16" X 2-1/2" Hex Bol. 105285G	EA	0.52	0.52	0.60	0.60	159
570-28-32-000	15201G	2869	Selfstop, Anchor Angle, 15201G	EA	44.40	44.40	42.32	42.32	159
570-28-32-004	15204A	2870	Selfstop, Anchor Post, 15204A	EA	110.08	110.08	126.59	126.59	159
570-28-32-001	15206G	3034	Selfstop, Anchor Panel, 12' 6", 15206G	EA	266.27	266.27	306.23	306.23	159
570-28-32-021	500646B	3091	Complete Selfstop Terminal, TL-3, 60'-1/2" long, w/8" block	EA	2,399.45	2,399.45	2,759.37	2,759.37	159
570-28-32-070	500639B	3092	Complete Selfstop Terminal, TL-2, 38'-1/2", w/8" block	EA	2,273.73	2,273.73	2,648.64	2,648.64	159
570-28-32-375	40308A	3484	ET-31 HRA POST #1, TOP, 3' 6", GALV OR END TREATMENT PART	EA	112.83	112.83	131.18	131.18	159
570-28-49-560	N/A	3519	ET TYPE B1, TL2, TL3 30-1/2", STER. POST, POLY BLOCK Non-flared Terminal System	EA	1,437.78	1,437.78	2,228.45	2,228.45	159
570-28-49-753	N/A	3540	ET TYPE B1, 40' 7-1/2", STEEL POST, POLY BLOCK Non-flared Terminal System	System	2,888.67	2,888.67	3,091.07	3,091.07	159
570-28-32-601	15205A	3806	Selfstop, Post #0 Anchor Post, 15205A	EA	371.81	371.81	427.39	427.39	159
570-28-32-806	15207G	3907	Selfstop, Angle Stud, 15207G	EA	75.08	75.08	86.34	86.34	159
570-28-32-608	384139	3908	Selfstop, Flat Washer, 15208G	EA	19.41	19.41	11.86	11.86	159
570-28-32-600	34629G	3909	Selfstop, Hardware Cap, 34629G	EA	415.27	415.27	503.76	503.76	159
570-28-32-008	8489G	3910	5/8" X 9" Hex Bol. A325, 8489G	EA	7.19	7.19	8.27	8.27	159
570-28-32-109	4172D	3911	5/8" Washer, F436, A372G	EA	0.17	0.17	0.20	0.20	159

Guardrail End Treatment Parts/Road Systems

WSDOT Commodity Code	WSDOT Part Number	Vendor Commodity Code	Item Description	Unit Measure	March 15, 2021 and Jan 1 (Historical Prices)	March 15, 2021 and Jan 1 (Proposed Prices (January 24, 2022))	Proposed NEW PRICES January 24, 2022	Prices Effective 2/3/2022	
570-28-49-099	5760	161	CABLE ANCHOR BOX, SKT/FLEAT,	EA	\$ 82.22	\$ 89.62	\$ 82.22	\$ 92.91	13%
570-28-49-340	E780	162	GROUND STRUT, FLEAT/SKT,	EA	\$ 61.31	\$ 74.26	\$ 61.31	\$ 69.28	13%
570-28-49-300	F3000	163	GR Fleat 350 /TL2 Impact (Extruder Head) Terminal F3000	EA	\$ 608.70	\$ 702.06	\$ 608.70	\$ 687.83	13%
570-28-49-470	S730	164	TUBE SLEEVE, 60", FLEAT/SKT	EA	\$ 159.87	\$ 201.18	\$ 159.87	\$ 180.65	13%
570-28-13-010	F1303/S1303	165	Anchor Panel for FLEAT/SKT 350	EA	\$ 194.89	\$ 237.62	\$ 194.89	\$ 220.23	13%
570-28-49-572	TPHP1A/TPHP1B	211	SKT/FLEAT #1 STEEL POST, UPPER AND LOWER ASSEMBLY	EA	\$ 333.81	\$ 363.86	\$ 333.81	\$ 377.21	13%
Bench Stock	N/A	578	5/16" X 1" A307 BOLT, GALV.	EA	\$ 0.47	\$ 0.51	\$ 0.47	\$ 0.53	13%
Bench Stock	E350	661	3/8" X 3" LAG SCREW,	EA	\$ 0.31	\$ 0.34	\$ 0.31	\$ 0.35	13%
570-28-49-156	N/A	686	18" X 13-1/2" UL/R, FLEAT DECAL,	EA	\$ 14.48	\$ 25.46	\$ 14.48	\$ 16.36	13%
570-28-49-157	N/A	687	18" X 13-1/2" UR/L, FLEAT DECAL,	EA	\$ 14.48	\$ 25.46	\$ 14.48	\$ 16.36	13%
570-28-49-158	N/A	688	18" X 18" DELINEATOR DECAL, HI INT, LEFT OR RIGHT, FOR SKT	EA	\$ 21.02	\$ 27.91	\$ 21.02	\$ 23.75	13%
570-28-49-137	KA063	1077	GR SKT 350 (for 27 inch) Non-flared Terminal System (TL3)	System	\$ 2,514.27	\$ 3,089.06	\$ 2,514.27	\$ 2,841.13	13%
570-28-49-361		1343	GR SKT 350, TL-2, 250" SYSTEM, w/Wood Posts & blocks	EA	\$ 2,107.33	\$ 2,566.30	\$ 2,107.33	\$ 2,381.28	13%
570-28-49-028	A114	1361	3/4" X 6" ANCHOR CABLE (U), SKT/FLEAT,	EA	\$ 110.00	\$ 119.90	\$ 110.00	\$ 124.30	13%
570-28-32-047		1761	Bearing Plate, SKT/Fleat, Galv	EA	\$ 34.26	\$ 37.34	\$ 34.26	\$ 38.71	13%
570-28-49-844	N/A	1779	GR SKT-MGS (for 31 inch) Non-flared Terminal System	System	\$ 2,561.50	\$ 3,148.47	\$ 2,561.50	\$ 2,894.50	13%
570-28-49-950	G1507/MGS-SF1303	1780	Anchor Panel, SKT-350, Type 31, 15'7-1/2"	EA	\$ 262.96	\$ 304.45	\$ 262.96	\$ 297.14	13%
570-28-49-136	KA062.09	2021	GR Fleat 350 Terminal System (TL3)	EA	\$ 2,180.00	\$ 2,673.23	\$ 2,180.00	\$ 2,463.40	13%
570-28-49-565	N/A	2432	SKT 350, TYPE 31, 40'7-1/2" STEEL POST, POLY BLOCK, Non-flared Terminal System	System	\$ 2,550.60	\$ 2,954.41	\$ 2,550.60	\$ 2,882.18	13%
Bench Stock	N/A	2939	SKT/FLEAT #1 SP HARDWARE KIT,	EA	\$ 15.57	\$ 16.97	\$ 15.57	\$ 17.59	13%
Bench Stock	N/A	2940	SKT/FLEAT #2 SP HARDWARE KIT,	EA	\$ 10.90	\$ 20.68	\$ 10.90	\$ 12.32	13%
570-28-49-428	SBS8A/NOSSA/WOSDA	3030	1/2" SHOULDER BOLT W/NUT & 2 WASHERS, SKT/FLEAT (SET OF 8)	Set	\$ 35.81	\$ 39.04	\$ 35.81	\$ 40.47	13%
570-28-49-573	UHP2A/HP3B	3443	SKT/FLEAT #2 STEEL POST, UPPER AND LOWER ASSEMBLY	Set	\$ 152.60	\$ 166.33	\$ 152.60	\$ 172.44	13%
570-28-49-605	TPHP1A	3646	SKT/FLEAT #1 POST, UPPER ONLY 29" LONG SQ TUBE	EA	\$ 79.93	\$ 87.13	\$ 79.93	\$ 90.32	13%
570-28-49-606	UHP2A	3674	SKT/FLEAT #2 POST, UPPER ONLY 24" LONG I-BEAM	EA	\$ 80.97	\$ 88.26	\$ 80.97	\$ 91.50	13%
570-28-49-607	TPHP1B	3679	SKT/FLEAT #1 POST, LOWER ONLY, (E' W/615)	EA	\$ 252.06	\$ 274.75	\$ 252.06	\$ 284.83	13%
570-28-49-608	HP3B	3680	SKT/FLEAT #2 POST, LOWER ONLY,	EA	\$ 74.94	\$ 81.68	\$ 74.94	\$ 84.68	13%
570-28-32-385		3971	MSKT Impact Head, Galv	EA	\$ 982.56	\$ 1,171.13	\$ 982.56	\$ 1,110.29	13%
570-28-60-775		3972	MSKT Post #1, Upper (6" x 6" x 1/8" Tube), Galv	EA	\$ 135.50	\$ 147.70	\$ 135.50	\$ 153.12	13%
570-28-60-776		3973	MSKT Post #1, Lower, W/6x15 @60"W/soil plate, Galv	EA	\$ 309.77	\$ 337.65	\$ 309.77	\$ 350.04	13%
570-28-60-777		3974	MSKT Post #2, Lower, Galv	EA	\$ 135.47	\$ 147.66	\$ 135.47	\$ 153.08	13%
570-28-18-320		3975	MSKT Nut, Galv	EA	\$ 98.10	\$ 106.93	\$ 98.10	\$ 110.85	13%
570-28-13-060		3976	End Terminal, MSKT, 46'10-1/2", STL, 8" Block	EA	\$ 2,997.50	\$ 3,394.54	\$ 2,997.50	\$ 3,387.18	13%
570-28-18-321		3977	MSKT, 12ga W-Beam, 9'4-1/2", Galv	EA	\$ 93.43	\$ 118.81	\$ 93.43	\$ 105.58	13%
570-28-13-061		4002	End Terminal, MSKT, 46'10-1/2", STL, 12" Block	EA	\$ 3,044.21	\$ 3,479.43	\$ 3,044.21	\$ 3,439.96	13%
570-28-13-065		4171	End Terminal, MSKT, 53'1-1/2", STL, 12" Block	EA	\$ 3,153.50	\$ 3,632.20	\$ 3,153.50	\$ 3,563.46	13%
570-28-53-400		4424	MSKT Repair Kit, 12'0", Post #1 & 2	EA	\$ 1,764.50	\$ 2,045.23	\$ 1,764.50	\$ 1,993.89	13%

Standard Guardrail Hardware

WSDOT Commodity Code	WSDOT Part Number	Vendor Commodity Code	Item Description	Unit Measure	March 15, 2021 and Jan 1 (Historical Prices)	March 15, 2021 and Jan 1 (Proposed Prices (January 24, 2022))	Proposed NEW PRICES January 24, 2022	Prices Effective 2/3/2022	
Bench Stock	3360G	80	1-1/4" Splice Bolt, 5/8" Galv GH hardware	EA	\$ 0.62	\$ 0.69	\$ 0.62	\$ 0.71	15%
Bench Stock	3400G	81	2" Post/Splice Bolts, 5/8" Galv GR Hardware	EA	\$ 0.72	\$ 0.95	\$ 0.72	\$ 0.83	15%
Bench Stock	3500G	86	GR Bolt Post 5/8" x 10" L w/wh 7/32" oval Grip Types 1, 2 and 10	EA	\$ 2.29	\$ 2.54	\$ 2.29	\$ 2.63	15%
Bench Stock	3540G	89	GR Bolt Post 5/8" x 14" L with 7/32" oval Grip Types 1, 2 and 10	EA	\$ 3.07	\$ 3.45	\$ 3.07	\$ 3.53	15%
570-28-24-412	3580G	92	GR Bolt Post 5/8" x 18" L with 7/32" oval Grip Types 1, 2 and 10	EA	\$ 4.03	\$ 4.94	\$ 4.03	\$ 4.63	15%
570-28-24-472	3620G	94	GR Bolt Post 5/8" x 22" L with 7/32" oval Grip Types 1, 2, and 10	EA	\$ 4.89	\$ 6.18	\$ 4.89	\$ 5.62	15%
Bench Stock	3340G	97	Recessed Nut, 5/8" Galv GR hardware	EA	\$ 0.55	\$ 0.60	\$ 0.55	\$ 0.63	15%

Bench Stock	3500G	99	Round A307 Washer, 5/8" Galv GR hardware	EA	\$ 0.25	\$ 0.28	\$ 0.25	\$ 0.29	\$ 0.29	15%
Bench Stock	3360G	3100	1 1/4" Guard Rail Splice Bolt 50 lb Bucket (261 bolts per bucket)	EA	\$ 135.94	\$ 150.89	\$ 135.94	\$ 156.33	\$ 156.33	15%
Bench Stock	3340G	3101	5/8" Nut 50lb Bucket (263 nuts per bucket)	EA	\$ 135.86	\$ 150.81	\$ 135.86	\$ 156.24	\$ 156.24	15%

Weathered & Natina Guardrail Components

WSDOT Commodity Code	WSDOT Part Number	Vendor Commodity Code	Item Description	Unit Measure	Unit Price FOB Destination	Proposed NEW PRICES	Prices Effective 1/1/2022	Proposed Price Change	
570-28-30-126	11C	3978	GR 1 1/2" x 6 1/2" @ 3'-1-1/2" Weathering 12 GA, Type 31	EA	\$ 124.99	\$ 207.65	\$ 174.99	\$ 174.74	39%
570-28-47-200		4021	Natina, Type 31 W-Beam 17ga, 12" @ 3'-1-1/2"	EA	\$ 350.13	\$ 444.67	\$ 350.13	\$ 486.68	39%
570-28-60-800		4022	Natina, Steel GR Post, W6x9 @ 6' 0", W-Beam	EA	\$ 115.27	\$ 148.39	\$ 115.27	\$ 160.23	39%
570-28-24-446		4023	Natina, 5/8"x14" GR Post Bolt	EA	\$ 6.24	\$ 7.92	\$ 6.24	\$ 8.67	39%
570-28-24-445		4024	Natina, 5/8"x18" GR Post Bolt	EA	\$ 6.64	\$ 8.43	\$ 6.64	\$ 9.23	39%
Bench Stock		4025	Natina, 5/8"x1-1/4" Splice Bolt	EA	\$ 1.54	\$ 1.96	\$ 1.54	\$ 2.14	39%
Bench Stock		4026	Natina, 5/8" Round F844 Washer	EA	\$ 0.94	\$ 1.19	\$ 0.94	\$ 1.31	39%
Bench Stock		4027	Natina, 5/8" Recessed Nut	EA	\$ 1.40	\$ 1.78	\$ 1.40	\$ 1.95	39%

Wood Posts & Blocks

WSDOT Commodity Code	WSDOT Part Number	Vendor Commodity Code	Item Description	Unit Measure	Unit Price	Proposed NEW PRICES	Prices Effective 1/1/2022	Proposed Price Change	
540-73-41-174	N/A	220	GR Post 6" x 8" x 3' 6 1/2" Hem Fir	EA	\$ 30.75	\$ 36.29	\$ 30.75	\$ 36.29	18%
540-73-41-175	6098B	222	GR Post 5' 1/2" x 7 1/2" x 3' 9" w/Steel Band	EA	\$ 71.47	\$ 84.15	\$ 71.52	\$ 84.16	18%
540-73-41-170	4147B	223	GR Post 5.5" x 7.5" x 3' 9" in Breakaway (same as 6" x 8" x 3' 9") W/O Band (4147B)	EA	\$ 34.74	\$ 40.99	\$ 34.74	\$ 40.99	18%
540-73-41-202	N/A	227	GR Post 6" x 8" x 6' CRT 2 hole @ 3 1/2" Breakaway Hem Fir	EA	\$ 61.14	\$ 72.15	\$ 61.14	\$ 72.15	18%
540-73-41-250	4062B	231	GR Post Trinity 6" x 8" x 6' CRT 2 Hole SRT/ET Systems Breakaway Pine	EA	\$ 70.07	\$ 82.68	\$ 70.07	\$ 82.68	18%
540-73-41-204	N/A	233	GR Post 6" x 8" x 6' 0" Treated Wood	EA	\$ 47.01	\$ 55.47	\$ 47.01	\$ 55.47	18%
540-73-41-210	N/A	233	GR Post 6" x 8" x 7' L Hem Fir	EA	\$ 50.30	\$ 59.35	\$ 50.30	\$ 59.35	18%
540-73-41-212	N/A	234	GR Post 6" x 8" x 8' L Hem Fir	EA	\$ 63.56	\$ 75.00	\$ 63.56	\$ 75.00	18%
540-73-41-214	N/A	235	GR Post 6" x 8" x 9' L Hem Fir	EA	\$ 68.87	\$ 81.27	\$ 68.87	\$ 81.27	16%
540-73-41-220	N/A	249	GR Post 8" x 8" x 6' L Hem Fir	EA	\$ 71.12	\$ 83.92	\$ 71.12	\$ 83.92	18%
540-73-35-127	4075B	249	GR Block Wood 6" x 8" x 14" (6" x 8" x 12") Hem Fir SRT/ET-Plus (4075B)	EA	\$ 8.64	\$ 10.19	\$ 8.64	\$ 10.20	18%
540-73-35-220	N/A	254	GR Block Wood 8" x 8" x 14" Hem Fir	EA	\$ 20.25	\$ 23.90	\$ 20.25	\$ 23.90	18%
540-73-35-202	N/A	1473	GR Block Wood 6" x 12" x 14" Hem Fir	EA	\$ 25.49	\$ 30.08	\$ 25.49	\$ 30.08	18%
540-73-41-300	4140B	1776	6" x 8" x 4'-0-1/4" Anchor Post, ET, Type 23	EA	\$ 33.60	\$ 39.65	\$ 33.60	\$ 39.65	18%
570-28-49-609	UP690	1783	6" x 8" x 3'10.5" ANCHOR POST, TYPE 31 SKT SYSTEM	EA	\$ 36.10	\$ 42.60	\$ 36.10	\$ 42.60	18%
540-73-35-128	N/A	1822	GR Block Wood 6" x 8" x 14" Hem Fir	EA	\$ 12.68	\$ 14.96	\$ 12.68	\$ 14.96	18%

Steel Guardrail Posts

WSDOT Commodity Code	WSDOT Part Number	Vendor Commodity Code	Item Description	Unit Measure	Unit Price	Proposed NEW PRICES	Prices Effective 1/1/2022	Proposed Price Change	
570-28-60-952	1431RG	448	W6x9 @ 11' 0" POST, GALV STEEL GR POST	EA	\$ 240.02	\$ 273.62	\$ 240.02	\$ 290.42	21%
570-28-60-953	533G	1878	W6x9 @ 6' 0", STEEL GR POST FOR WOOD OR POLY BLOCK	EA	\$ 63.70	\$ 72.62	\$ 63.70	\$ 77.08	21%
570-28-60-951	14287G	3472	W6x9 @ 9' 0" POST, GALV STEEL GR POST	EA	\$ 168.14	\$ 191.68	\$ 168.14	\$ 203.45	21%

Polymer Guardrail Blocks

WSDOT Commodity Code	WSDOT Part Number	Vendor Commodity Code	Item Description	Unit Measure	Unit Price	Proposed NEW PRICES	Prices Effective 1/1/2022	Proposed Price Change	
570-28-74-221	6777B	1759	4'x 7-1/2'x 12", W-BEAM, KING BLOCK, 6777B	EA	\$ 6.23	\$ 7.16	\$ 6.23	\$ 7.04	13%
570-28-74-385	6740B	2336	4'x 12'x 14", Type 31, Poly GR Block	EA	\$ 11.16	\$ 15.13	\$ 11.16	\$ 12.61	13%

Guardrail Installation Tools

WSDOT Commodity Code	WSDOT Part Number	Vendor Commodity Code	Item Description	Unit Measure	Unit Price FOB Destination	Unit Price FOB Destination	Proposed NEW PRICES January 24, 2022	Prices Effective 2/1/2022	Proposed Price Change
570-28-58-600		3052	Steel GR Post, Model PD 2006, 4"x6" Post Driver	EA	\$ 3,858.60	\$ 3,858.60	\$ 3,858.60	\$ 3,858.60	0
570-28-58-601		3053	Steel GR Post, PD 140/200 8x8 Drive Cap	EA	\$ 981.00	\$ 981.00	\$ 981.00	\$ 981.00	0
570-28-58-602		3054	Steel GR Post, Throttle Valve Kit With 5' Hoop	EA	\$ 392.40	\$ 392.40	\$ 392.40	\$ 392.40	0

CASS Cable Rail Components

WSDOT Commodity Code	WSDOT Part Number	Vendor Commodity Code	Item Description	Unit Measure	Unit Price FOB Destination	Unit Price FOB Destination	Proposed NEW PRICES	Prices Effective 2/1/2022	Proposed Price Change
570-28-49-031	4099G	179	Torpedo, Assy	Assy	\$ 101.84	\$ 101.84	\$ 140.54	\$ 140.54	38%
570-28-49-755	5700B	193	Spacer, Cable 5700B	EA	\$ 8.16	\$ 8.16	\$ 11.26	\$ 11.26	38%
570-28-49-151	5823B	194	Cover, sleeve	EA	\$ 8.19	\$ 8.19	\$ 11.30	\$ 11.30	38%
570-28-76-650	5824T	195	Strap, Post (for C-shaped Post)	EA	\$ 7.88	\$ 7.88	\$ 10.87	\$ 10.87	38%
570-28-21-124	5835B	196	Cap, external yellow	EA	\$ 2.42	\$ 2.42	\$ 3.34	\$ 3.34	38%
570-28-49-128	5838B	197	Cap, external black	EA	\$ 4.84	\$ 4.84	\$ 6.68	\$ 6.68	38%
570-28-60-650	33902G	198	Post, short C-shaped PST 3' 11.25"	EA	\$ 76.37	\$ 76.37	\$ 105.39	\$ 105.39	38%
Bench Stock	4372G	619	Washer, flat 5/8"	EA	\$ 0.11	\$ 0.11	\$ 0.15	\$ 0.15	38%
Bench Stock	4225G	659	W/Shoulder 5/16" x 1.75" Hook Bolt	EA	\$ 1.47	\$ 1.47	\$ 2.03	\$ 2.03	38%
570-28-49-103	33909G	1208	Bracket, cable	EA	\$ 20.68	\$ 20.68	\$ 28.54	\$ 28.54	38%
570-28-49-822	33910G	1209	Post, terminal 350/TL3 CCT Line	EA	\$ 76.55	\$ 76.55	\$ 105.64	\$ 105.64	38%
570-28-22-500	5825G	1212	Bolt, cable lock	EA	\$ 2.10	\$ 2.10	\$ 2.90	\$ 2.90	38%
Bench Stock	5811G	1214	Washer, 5/16"	EA	\$ 0.08	\$ 0.08	\$ 0.11	\$ 0.11	38%
Bench Stock	3245G	1215	Nut, Hex 5/16 Diameter	EA	\$ 0.27	\$ 0.27	\$ 0.37	\$ 0.37	38%
570-28-63-175	5839B	1217	Cover, sleeve for 53 Anchor Post	EA	\$ 7.15	\$ 7.15	\$ 9.87	\$ 9.87	38%
570-28-63-209	33920G	1526	Connector to W Beam	EA	\$ 188.46	\$ 188.46	\$ 260.07	\$ 260.07	38%
570-28-49-039	5633G	1787	CASS turnbuckle Stud Assy	Assy	\$ 225.98	\$ 225.98	\$ 311.85	\$ 311.85	38%
570-28-49-880	5826G	1789	Turnbuckle 1" x 14"	EA	\$ 66.61	\$ 66.61	\$ 91.92	\$ 91.92	38%
570-28-60-050	9021G	1791	Bearing, Angle (A16)	EA	\$ 32.41	\$ 32.41	\$ 44.73	\$ 44.73	38%
570-28-49-422	5700B (2 each), 5823B (1 each), 5824T (1 each), 5838B (1 each)	1792	47 CASSKITR (CASS Repair Kit)	Kit	\$ 33.79	\$ 33.79	\$ 46.63	\$ 46.63	38%
570-28-60-825	33912G	1793	Post, short splice 3'11.25" for 10 ga cable	EA	\$ 96.14	\$ 96.14	\$ 132.67	\$ 132.67	38%
570-28-60-653	33901G	1794	Post, long C-shaped PST 5'3"	EA	\$ 92.05	\$ 92.05	\$ 127.03	\$ 127.03	38%
570-28-60-750	33936A	1796	Post, lower driven CRP	EA	\$ 599.50	\$ 599.50	\$ 827.31	\$ 827.31	38%
570-28-60-930	33935A	1797	Post, upper CRP	EA	\$ 277.95	\$ 277.95	\$ 383.57	\$ 383.57	38%
570-28-49-825	33903A	1799	Post, terminal 350/TL3 w/soil plate	EA	\$ 129.13	\$ 129.13	\$ 178.20	\$ 178.20	38%
570-28-60-701	33956G	1801	CASS - TL3 Post Driven	EA	\$ 102.94	\$ 102.94	\$ 142.06	\$ 142.06	38%
570-28-49-749	33976A	1802	CASS - TL3 Post Sleeve w/soil pl	EA	\$ 90.83	\$ 90.83	\$ 125.35	\$ 125.35	38%
570-28-60-850	33982G	1803	Post, Sleeve in Concrete 27"	EA	\$ 48.44	\$ 48.44	\$ 66.85	\$ 66.85	38%
570-28-72-500	33939A	1808	Sleeve, Post W/Soil Plate	EA	\$ 78.72	\$ 78.72	\$ 108.63	\$ 108.63	38%
570-28-49-740	5851B	1810	Sheeting, reflective 5" x 24", Yellow and Black	EA	\$ 16.35	\$ 16.35	\$ 22.56	\$ 22.56	38%
Bench Stock	5707T	1874	Post Strap, TL4, 5707T	EA	\$ 6.89	\$ 6.89	\$ 9.51	\$ 9.51	38%
Bench Stock	5708B	1875	Sleeve Cover, TL4, 5708B	EA	\$ 7.15	\$ 7.15	\$ 9.87	\$ 9.87	38%
570-28-60-835	34007G	2316	Post Short CASS TL3 (4.1)	EA	\$ 86.70	\$ 86.70	\$ 119.65	\$ 119.65	38%
570-28-49-424	5708B (1 each), 5707T (1 each), 5700B (3 each), 4225G (1 each), 3245G (1 each)	2318	TL43 CASSKITR (CASS Repair Kit) 4 Strand TL3	Kit	\$ 37.21	\$ 37.21	\$ 51.35	\$ 51.35	38%
570-28-49-812	5700B (1 each), 4225G (2 each), 3245G (2 each), 5839B (1 each), 10520T (1 each)	2690	Repair Kit, for 53 Post, 4-Strand	EA	\$ 20.52	\$ 20.52	\$ 28.32	\$ 28.32	38%
570-28-49-132	34045G	3525	53 Post, Short, 4 Strand, 34045G	EA	\$ 116.96	\$ 116.96	\$ 161.40	\$ 161.40	38%
Bench Stock	10520T	3526	53 Post Strap, 4 Strand, 10520T	EA	\$ 3.13	\$ 3.13	\$ 4.32	\$ 4.32	38%
570-28-63-550	34047A	3524	53 Post Sleeve Driven w/Soil Plate 34047A	EA	\$ 166.12	\$ 166.12	\$ 229.25	\$ 229.25	38%

Gibraltar Cable Rail Components

WSDOT Commodity Code	WSDOT Part Number	Vendor Commodity Code	Item Description	Unit Measure	Unit Price FOB Destination	Unit Price FOB Destination	Proposed NEW PRICES	Prices Effective 2/1/2022	Proposed Price Change
570-28-49-590	4-LHP-5	2480	Gibraltar, TL4 Line Post Socketed	EA	\$ 93.43	\$ 93.43	\$ 129.87	\$ 129.87	39%
570-28-49-975	J-BLT	2481	Gibraltar, J-Bolt w/Nut & Washer, 3/4"	EA	\$ 23.26	\$ 23.26	\$ 32.47	\$ 32.47	39%
570-28-49-363	4-LHPN-4	2763	Gibraltar, TL4, 4-Cable Hairpin	EA	\$ 54.50	\$ 54.50	\$ 75.76	\$ 75.76	39%
570-28-49-364	4-LOCK-4	2764	Gibraltar, TL4, 4-Cable LockPlate	EA	\$ 24.91	\$ 24.91	\$ 34.62	\$ 34.62	39%
570-28-49-365	TP1-4C	2765	Gibraltar, Terminal Post #1, TL-4, 4-Cable	EA	\$ 110.56	\$ 110.56	\$ 153.68	\$ 153.68	39%
570-28-49-366	TP2-4C	2766	Gibraltar, Terminal Post #2, TL-4, 4-Cable	EA	\$ 110.56	\$ 110.56	\$ 153.68	\$ 153.68	39%
570-28-49-367	TP3-4-4C	2767	Gibraltar, Terminal Post #3, TL-4, 4-Cable	EA	\$ 129.24	\$ 129.24	\$ 179.64	\$ 179.64	39%
570-28-49-368	TP4-4-4C	2768	Gibraltar, Terminal Post #4, TL-4, 4-Cable	EA	\$ 129.24	\$ 129.24	\$ 179.64	\$ 179.64	39%

Brifen Cable Rail Components

WSDOT Commodity Code	WSDOT Part Number	Vender Commodity Code	Item Description	Unit Measure	Unit Price FOB Destination	Unit Price FOB Destination	Tax Proposed NEW PRICES	Prices Effective 3/7/2022	Proposed Price Change
570-28-71-257	AA2	2729	Brifen, Locating Pegs, AA2	EA	\$ 1.56	\$ 1.98	\$ 1.98	\$ 1.98	27%
570-28-71-251	Z11L	3996	Brifen, TL-4 Line Post Socketed Left, Z11L	EA	\$ 102.77	\$ 173.53	\$ 173.53	\$ 130.52	27%
570-28-71-252	Z4L	3997	Brifen, TL-4 Post Excluder, Z4L	EA	\$ 3.35	\$ 5.44	\$ 5.44	\$ 4.25	27%
570-28-71-253	F11AL	4009	Brifen, Post #1, Anchor, Left Shoulder (T13 & T14)	EA	\$ 179.07	\$ 303.86	\$ 303.86	\$ 227.42	27%
570-28-71-254	4F1103L	4010	Brifen, Post #3, Anchor, Left Shoulder (T14 Only)	EA	\$ 116.79	\$ 216.94	\$ 216.94	\$ 148.32	27%
570-28-71-255	4F1102L	4011	Brifen, Post #3, Anchor, Left Shoulder (T14 Only)	EA	\$ 116.79	\$ 216.94	\$ 216.94	\$ 148.32	27%
570-28-71-256	4F1103L	4012	Brifen, Post #4, Anchor, Left Shoulder (T14 Only)	EA	\$ 116.79	\$ 216.94	\$ 216.94	\$ 148.32	27%
570-28-71-259		4085	Brifen, Drive Socket, 57" w/Soil Plate	EA	\$ 225.79	\$ 381.58	\$ 381.58	\$ 286.75	27%

WSDOT Commodity Code	WSDOT Part Number	Vendor Commodity Code	Item Description	Unit Measure	Prices Effective 2/3/2022
570-28-39-124	11G	03 /3353	Special Punch (Type 31) 12' 6" @ 3' 1 1/2"	EA	\$ 170.61
570-28-39-118	21G	06	GR 13' 6 1/2" Special Punch 12 GA	EA	\$ 176.25
570-28-39-125	9G	08/3354	GR 13' 6 1/2" @ 6' 3"	EA	\$ 170.61
570-28-39-060	1008G	12	GR Convex Radius 8'	EA	\$ 553.28
570-28-39-088	1010G	14	GR Convex Radius 10' Galv.	EA	\$ 443.50
570-28-39-133	1015G	16	GR Convex Radius 15' Galv.	EA	\$ 419.35
570-28-39-169	1020G	17	GR Convex Radius 20' Galv.	EA	\$ 262.30
570-28-39-196	1025G	18	GR Convex Radius 25' Galv.	EA	\$ 262.30
570-28-39-244	1030G	19	GR Convex Radius 30' Galv.	EA	\$ 262.30
570-28-39-264	1035G	20	GR Convex Radius 35' Galv.	EA	\$ 262.30
570-28-39-297	1040G	21	GR Convex Radius 40' Galv.	EA	\$ 262.30
570-28-39-317	1045G	22	GR Convex Radius 45' Galv.	EA	\$ 262.30
570-28-39-352	1060G	24	GR Convex Radius 60' Galv.	EA	\$ 262.30
570-28-39-367	1065G	26	GR Convex Radius 65' Galv.	EA	\$ 262.30
570-28-39-412	1075G	27	GR Convex Radius 75' Galv.	EA	\$ 262.30
570-28-39-427	1085G	29	GR Convex Radius 85' Galv.	EA	\$ 262.30
570-28-49-531	6G	37	6'3" @ 6'3", 12 GA GALV W-BEAM GR	EA	\$ 110.06
570-28-49-528	211G	57	12'6" @ 3'1-1/2", 12 GA GALV THRIE	EA	\$ 283.23
570-28-37-230	209G	58	GR Thrie Beam 13' 6 1/2" @ 6' 3" 12 GA	EA	\$ 254.10

570-28-49-529	205G	61	6'3" @ 3'1-1/2", 12 GA GALV THRIE	EA	\$	215.28
570-28-37-700	974G	64	Reducer Symm Type B 7' 3 1/2" Transition Piece	EA	\$	194.42
570-28-39-129	1175G	438	GR Convex TYPE 31 RADIUS 15' Galv,	EA	\$	417.42
570-28-39-159		439	GR Convex TYPE 31 RADIUS 20' Galv,	EA	\$	262.30
570-28-39-353	110060G	701	GR Convex TYPE 31 RADIUS 60' Galv,	EA	\$	262.30
570-28-39-337	1050G	1424	GR Convex Radius 50' Galv.	EA	\$	262.30
570-28-39-345	1055G	2098	GR Convex Radius 55' Galv.	EA	\$	262.30
570-28-39-451	110100G	2436	GR Convex TYPE 31 RADIUS 100' Galv,	EA	\$	245.90
570-28-38-301	N/A	2437	GR CONCAVE TYPE 31 RADIUS 30', Galv	EA	\$	245.90
570-28-38-335	N/A	2438	GR CONCAVE TYPE 31 RADIUS 60', Galv	EA	\$	245.90
570-28-38-910	N/A	2439	GR CONCAVE TYPE 31 RADIUS 100', Galv	EA	\$	245.90
570-28-39-245	110030G	2450	GR Convex TYPE 31 RADIUS 30' Galv,	EA	\$	245.90
570-28-39-630		2461	GR Concave TYPE 31 RADIUS 45' Galv,	EA	\$	245.90
TBD	32219G	2617	32219G ASYM. TRANSITION, 6'3", LEFT, 10 GA GALV THRIE BEAM PANEL	EA	\$	281.03
TBD	32218G	2618	32218G ASYM. TRANSITION, 6'3", RIGHT, 10 GA GALV THRIE BEAM PANEL	EA	\$	281.03
570-28-39-650	110045G	2661	GR Convex TYPE 31 RADIUS 45' Galv,	EA	\$	262.30
570-28-39-600		2834	GR Concave TYPE 31 RADIUS 15' Galv,	EA	\$	417.42
570-28-39-605		2835	GR Concave TYPE 31 RADIUS 20' Galv,	EA	\$	262.30
570-28-13-350	N/A	3461	MODIFIED ANCHOR, 12 GA GALV W-BEAM GR PANEL	EA	\$	122.95

Guardrail End Treatment Parts/Trinity

OT Commodity	OT Part Nur	Vendor Commodity	Item Description	Unit Measure	Prices Effective 2/3/2022
570-28-32-371	923G	50	GR End Piece Design G Galvanized 12 GA	EA	\$ 125.35
570-28-32-369	923G	55	GR End Piece Design F Flat End Shoe, 10	EA	\$ 59.78
570-28-49-539	783A	135	Bearing Plate, 5/8"x 8"x 8" w/Flat Bar,	EA	\$ 43.96
570-28-49-027	3000G	136	CABLE (T), GALV GR END ANCHOR ASSY PART	EA	\$ 160.45
Bench Stock	705G	138	5-1/2" ANCHOR PIPE SLEEVE,	EA	\$ 27.15
Bench Stock	3910G	139	1" A563-DH NUT, HEAVY HEX	EA	\$ 1.68
Bench Stock	3900G	140	1" F844 ROUND	EA	\$ 0.84
570-28-49-546	766G	148	GR Plate Soil 18" x 24" x 1/4"	EA	\$ 53.72
Bench Stock	3478G	149	5/8" X 7-1/2" A307	EA	\$ 2.08
Bench Stock	3497G	150	Hex Bolt, Galv Tube Sleeve Part for GR Anchor Assy	EA	\$ 2.48
570-28-49-521	32G	151	GR ET-Plus Panel No. 1 13' 6 1/2" @ 6' 3"	EA	\$ 288.11
570-28-13-027	704A	152	ANCHOR BRACKET, ET-Plus,	EA	\$ 99.77
570-28-49-265	995A	153	GR ET-Plus Extruder	EA	\$ 1,126.01
Bench Stock	4228G	154	LAG SCREW, 3/8" X 4", ET-Plus	EA	\$ 1.60
570-28-32-045	782G	155	BEARING PLATE 5/8" X 8" X 8", ET-Plus,	EA	\$ 30.06
570-28-72-700	742G	157	GR Sleeve Tube 6' Syro PC 742G	EA	\$ 208.01
570-28-49-775	33875G	158	GR Strut Angle Only ET-Plus	EA	\$ 93.35
Bench Stock	5148G	159	3/4" X 9-1/2" A325 BOLT, ET-Plus	EA	\$ 6.72
570-28-49-760	30G	168	GR SRT Panel No. 1 13' 6 1/2" @ 6' 3"	EA	\$ 285.80
570-28-49-763	39G	169	GR SRT Panel No. 2 13' 6 1/2" @ 6' 3"	EA	\$ 285.80
570-28-13-026	700A	171	ANCHOR BRACKET,	EA	\$ 55.18
570-28-49-753	9960G	172	Slot Guard for	EA	\$ 48.09
570-28-49-777	9852A	173	GR Strut Assy PC 9852A SRT 350	EA	\$ 182.98
570-28-32-011	3701G	572	3/4" Washer, F436,	EA	\$ 0.22
Bench Stock	3380G	596	5/8" X 1-1/2" A307	EA	\$ 0.68

Bench Stock	3704G	616	3/4" GALV (A563) A325 NUT,	EA	\$	1.36
Bench Stock	3700G	620	3/4" GALV F436 (A325) WASHER,	EA	\$	0.54
570-28-49-155	6668B	685	FASTENER/ATTACHM ENT (NEED 2 PER UNIT)	EA	\$	17.91
570-28-49-153	6207B	695	UR/LL ET-Plus (Right for TL2 and TL3 Systems)	EA	\$	26.86
570-28-49-154	6206B	696	UL/LR ET-Plus (Left for TL2 and TL3 Systems)	EA	\$	26.86
570-28-49-032	N/A	1001	Design A Type 1 Includes Tube Sleeve Assy Galv.	EA	\$	895.36
570-28-49-135	3700SS262G	1067	(for 27 inch) Non- Flared TL3 Extruding Terminal System	System	\$	2,908.12
570-28-32-400	15000G	1135	TERMINAL POST, GALV GR END TREATMENT PART	EA	\$	106.08
570-28-32-010	3717G	1583	3/4" X 2-1/2" Hex Bolt, A325, 3717G	EA	\$	3.14
570-28-32-402	33873A	1675	BOTTOM, #1 & 2, GALV GR END TREATMENT PART	EA	\$	179.07
570-28-49-134	47ET31WOOD	1773	GR ET-Plus 31 (for 31 inch) Non-flared Terminal System	EA	\$	2,949.42
570-28-49-524	20442G	1778	GR ET-Plus Panel No. 2 Type 31 15' 7" # 20442G Galvanized	EA	\$	240.75
570-28-49-029	47ANCHOR10	1815	GR anchor Assy, Type 10, Includes Tube	EA	\$	877.45
570-28-32-365	907G	1821	GR End Piece Design C 3/4 Wrap Galv 12	EA	\$	57.30
570-28-49-138	00SRT99-12	2005	GR Complete SRT 350 System Slotted 8	EA	\$	2,481.93
570-28-32-007	3391G	2060	5/8" X 1-3/4" Hex Bolt, A325, 3391G	EA	\$	1.16
570-28-32-012	3908G	2171	1" Heavy Hex Nut, A563, 3908G	EA	\$	2.51
570-28-32-602	15203G	2864	Softstop, Post #1, 4' 9-1/2", SYTP, 15203G	EA	\$	69.51

570-28-32-005	105286G	2865	5/16" X 1-1/2" Hex Bolt, 105286G	EA	\$	0.41
570-28-32-607	15207G	2866	Softstop, Keeper Plate, 15207G	EA	\$	25.07
570-28-32-600	15208A	2867	Softstop Impact Head, 15208A	EA	\$	1,627.71
570-28-32-006	105285G	2868	5/16" X 2-1/2" Hex Bolt, 105285G	EA	\$	0.60
570-28-32-605	15201G	2869	Softstop, Anchor Angle, 15201G	EA	\$	42.32
570-28-32-604	15204A	2870	Softstop, Anchor Paddle, 15204A	EA	\$	126.59
570-28-32-603	15200G	3034	Softstop, Anchor Panel, 12'6", 15200G	EA	\$	306.21
570-28-32-321	500646B	3091	Terminal, TL-3, 50'9-1/2" Long, w/8" block	EA	\$	2,759.37
570-28-32-320	500653B	3092	Complete Softstop Terminal, TL-2, 38'3-1/2", w/8" block	EA	\$	2,498.64
570-28-32-375	49398A	3444	TOP, 3'0", GALV GR END TREATMENT PART	EA	\$	133.18
570-28-49-566	N/A	3519	10-1/2", STEEL POST, POLY BLOCK Non-flared Terminal System	EA	\$	2,228.45
570-28-49-253	N/A	3540	1/2", STEEL POST, POLY BLOCK Non-flared Terminal System	System	\$	3,091.97
570-28-32-601	15205A	3906	Softstop, Post #0 Anchor Post, 15205A	EA	\$	427.59
570-28-32-606	15202G	3907	Softstop, Angle Strut, 15202G	EA	\$	86.34
570-28-32-608	34429G	3908	Softstop, Plate Washer, 15206G	EA	\$	33.86
570-28-32-609	34429G	3909	Softstop, Hardware Can, 34429G	EA	\$	509.76
570-28-32-008	4489G	3910	5/8" X 9" Hex Bolt, A325, 4489G	EA	\$	8.27
570-28-32-009	4372G	3911	5/8" Washer, F436,	EA	\$	0.20

Guardrail End Treatment Parts/Road Systems

OT Commodity	OT Part Nur	Vendor Commodity	Item Description	Unit Measure	Prices Effective 2/3/2022
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570-28-49-099	S760	161	CABLE ANCHOR BOX, SKT/FLEAT,	EA	\$	92.91
570-28-49-340	E780	162	GROUND STRUT, FLEAT/SKT,	EA	\$	69.28
570-28-49-300	F3000	163	Impact (Extruder Head) Terminal F3000	EA	\$	687.83
570-28-49-870	S730	164	TUBE SLEEVE, 6'0", FLEAT/SKT	EA	\$	180.65
570-28-13-010	F1303/S1303	165	Anchor Panel for FLEAT/SKT 350	EA	\$	220.23
570-28-49-572	PHP1A/TPHP	211	SKT/FLEAT #1 STEEL POST, UPPER AND LOWER ASSEMBLY	EA	\$	377.21
Bench Stock	N/A	578	5/16" X 1" A307 BOLT, GALV,	EA	\$	0.53
Bench Stock	E350	661	3/8" X 3" LAG	EA	\$	0.35
570-28-49-156	N/A	686	18" X 13-1/2" UL/LR, FLEAT DECAL,	EA	\$	16.36
570-28-49-157	N/A	687	18" X 13-1/2" UR/LL, FLEAT DECAL,	EA	\$	16.36
570-28-49-158	N/A	688	DELINEATOR DECAL, HI INT, LEFT OR RIGHT, FOR SKT	EA	\$	23.75
570-28-49-137	KA063	1077	inch) Non-flared Terminal System (TL3)	System	\$	2,841.13
570-28-49-361		1343	25'0" SYSTEM, w/Wood Posts & blocks	EA	\$	2,381.28
570-28-49-028	A114	1361	3/4" X 6'6" ANCHOR CABLE (U),	EA	\$	124.30
570-28-32-047		1761	Bearing Plate, SKT/Fleat, Galv	EA	\$	38.71
570-28-49-844	N/A	1779	GR SKT-MGS (for 31 inch) Non-Flared Terminal System	System	\$	2,894.50
570-28-49-950	07/MGS-SF1	1780	Anchor Panel, SKT- 350, Type 31, 15'7-	EA	\$	297.14
570-28-49-136	KA062.09	2021	GR Fleat 350 Terminal System	EA	\$	2,463.40
570-28-49-565	N/A	2432	31,40'7-1/2",STEEL POST, POLY BLOCK, Non-flared Terminal System	System	\$	2,882.18
Bench Stock	N/A	2939	SKT/FLEAT #1 SP HARDWARE KIT,	EA	\$	17.59

Bench Stock	N/A	2940	SKT/FLEAT #2 SP HARDWARE KIT,	EA	\$	12.32
570-28-49-428	A/N055A/W	3030	BOLT W/NUT & 2 WASHERS, SKT/FLEAT (SET OF 8)	Set	\$	40.47
570-28-49-573	UHP2A/HP3B	3443	SKT/FLEAT #2 STEEL POST, UPPER AND LOWER ASSEMBLY	Set	\$	172.44
570-28-49-605	TPHP1A	3646	SKT/FLEAT #1 POST, UPPER ONLY 29"	EA	\$	90.32
570-28-49-606	UHP2A	3674	SKT/FLEAT #2 POST, UPPER ONLY 34"	EA	\$	91.50
570-28-49-607	TPHP1B	3679	SKT/FLEAT #1 POST, LOWER ONLY, (6'	EA	\$	284.83
570-28-49-608	HP3B	3680	SKT/FLEAT #2 POST, LOWER ONLY,	EA	\$	84.68
570-28-32-385		3971	MSKT Impact Head,	EA	\$	1,110.29
570-28-60-775		3972	MSKT Post #1, Upper (6"x 6"x 1/8" Tube),	EA	\$	153.12
570-28-60-776		3973	Lower, W6x15 @6'0"w/soil plate, Galv	EA	\$	350.04
570-28-60-777		3974	MSKT Post #2,	EA	\$	153.08
570-28-18-320		3975	MSKT Strut, Galv	EA	\$	110.85
570-28-13-060		3976	End Terminal, MSKT, 46'10-1/2", STL,	EA	\$	3,387.18
570-28-18-321		3977	MSKT, 12ga W-Beam, 9'4-1/2", Galv	EA	\$	105.58
570-28-13-061		4002	End Terminal, MSKT, 46'10-1/2", STL, 12"	EA	\$	3,439.96
570-28-13-065		4171	End Terminal, MSKT, 53'1-1/2", STL, 12"	EA	\$	3,563.46
570-28-53-400		4424	MSKT Repair Kit, 12'6", Post #1 & 2	EA	\$	1,993.89

Standard Guardrail Hardware

OT Commodity	OT Part Nur	Vendor Commodity	Item Description	Unit Measure	Prices Effective 2/3/2022
Bench Stock	3360G	80	1-1/4" Splice Bolt, 5/8" Galv GR	EA	\$ 0.71
Bench Stock	3400G	81	2" Post/Splice Bolts, 5/8" Galv GR	EA	\$ 0.83
Bench Stock	3500G	86	10" L with 7/32" oval Grip Types 1, 2 and 10	EA	\$ 2.63

Bench Stock	3540G	89	14" L with 7/32" oval Grip Types 1, 2 and 10	EA	\$	3.53
570-28-24-412	3580G	92	18" L with 7/32" oval Grip Types 1, 2 and 10	EA	\$	4.63
570-28-24-422	3620G	94	22" L with 7/32" oval Grip Types 1,2, and 10	EA	\$	5.62
Bench Stock	3340G	97	Recessed Nut, 5/8: Galv GR hardware	EA	\$	0.63
Bench Stock	3300G	99	Round A307 Washer, 5/8" Galv GR	EA	\$	0.29
Bench Stock	3360G	3100	Spice Bolt 50 lb Bucket (263 bolts per bucket)	EA	\$	156.33
Bench Stock	3340G	3101	5/8" Nut 50lb Bucket (263 nuts per bucket)	EA	\$	156.24

Weathered & Natina Guardrail Components

OT Commodity	OT Part Nur	Vendor Commodity	Item Description	Unit Measure	Prices Effective 2/3/2022
570-28-39-126	11C	3978	GR 13' 6 1/2" @ 3'1-1/2" Weathering 12 GA, Type 31	EA	\$ 173.74
570-28-47-200		4021	Natina, Type 31 W-Beam 12ga, 12'6" @	EA	\$ 486.68
570-28-60-800		4022	Natina, Steel GR Post, W6x9 @ 6' 0",	EA	\$ 160.23
570-28-24-446		4023	Natina, 5/8"x14" GR Post Bolt	EA	\$ 8.67
570-28-24-445		4024	Natina, 5/8"x18" GR Post Bolt	EA	\$ 9.23
Bench Stock		4025	Natina, 5/8"x1-1/4" Splice Bolt	EA	\$ 2.14
Bench Stock		4026	Natina, 5/8" Round F844 Washer	EA	\$ 1.31
Bench Stock		4027	Natina, 5/8"	EA	\$ 1.95

Wood Posts & Blocks

OT Commodity	OT Part Nur	Vendor Commodity	Item Description	Unit Measure	Prices Effective 2/3/2022
540-73-41-174	N/A	220	GR Post 6" x 8" x 3' 6 1/2" Hem fir	EA	\$ 36.29

540-73-41-175	6058B	222	GR Post 5' 1/2" x 7 1/2" x 3' 9" or	EA	\$	84.16
540-73-41-170	4147B	223	3' 9" in Breakaway (same as 6" x 8" x 3' 9") W/O Band (4147B)	EA	\$	40.99
540-73-41-202	N/A	227	GR Post 6" x 8" x 6' CRT 2 hole @ 3 1/2" Breakaway Hem Fir	EA	\$	72.15
540-73-41-250	4063B	231	8" x 6' CRT 2 Hole SRT/ET Systems Breakaway Pine	EA	\$	82.68
540-73-41-204	N/A	232	GR Post 6" x 8" x 6' 0" Treated Wood	EA	\$	55.47
540-73-41-210	N/A	233	GR Post 6" x 8" 7' L	EA	\$	59.35
540-73-41-212	N/A	234	GR Post 6" x 8" x 8' L Hem fir	EA	\$	75.00
540-73-41-214	N/A	235	GR Post 6" x 8" x 9' L Hem fir	EA	\$	81.27
540-73-41-220	N/A	239	GR Post 8" x 8" x 6' L Hem fir	EA	\$	83.92
540-73-35-127	4075B	249	8" x 14" (6" x 8" x 1'2") Hem Fir SRT/ET- Plus (4075B)	EA	\$	10.20
540-73-35-220	N/A	254	GR Block Wood 8" x 8" x 14" Hem fir	EA	\$	23.90
540-73-35-202	N/A	1473	GR Block Wood 6" x 12" x 14" Hem Fir	EA	\$	30.08
540-73-41-300	4140B	1776	6" X 8" X 4'0-1/4" Anchor Post, ET,	EA	\$	39.65
570-28-49-609	UP650	1783	6" X 8" X 3'10.5" ANCHOR POST, TYPE 31 SKT SYSTEM,	EA	\$	42.60
540-73-35-128	N/A	1822	GR Block Wood 6" x 8" x 14" Hem Fir	EA	\$	14.96

Steel Guardrail Posts

OT Commodity	OT Part Nur	Vendor Commodity	Item Description	Unit Measure	Prices Effective 2/3/2022
570-28-60-952	14318G	448	W6X9 @ 11' 0" POST, GALV STEEL GR	EA	\$ 290.42
570-28-60-953	533G	1878	W6X9 @ 6' 0", STEEL GR POST FOR WOOD OR POLY BLOCK	EA	\$ 77.08
570-28-60-951	14287G	3472	W6X9 @ 9'0" POST, GALV STEEL GR POST	EA	\$ 203.45

Polymer Guardrail Blocks

OT Commodity	OT Part Nur	Vendor Commodity	Item Description	Unit Measure	Prices Effective 2/3/2022
570-28-74-221	6777B	1759	4"X 7-1/2"X 1'2", W-BEAM, KING BLOCK,	EA	\$ 7.04
570-28-74-385	6740B	2336	4"X 12"X 14", Type 31, Poly GR Block	EA	\$ 12.61

Guardrail Installation Tools

OT Commodity	OT Part Nur	Vendor Commodity	Item Description	Unit Measure	Prices Effective 2/3/2022
570-28-58-600		3052	Steel GR Post, Model PD 200G, 4"x6" Post	EA	\$ 3,858.60
570-28-58-601		3053	Steel GR Post, PD 140/200 4x6 Drive	EA	\$ 981.00
570-28-58-602		3054	Steel GR Post, Throttle Valve Kit	EA	\$ 392.40

CASS Cable Rail Components

OT Commodity	OT Part Nur	Vendor Commodity	Item Description	Unit Measure	Prices Effective 2/3/2022
570-28-49-031	4099G	179	Torpedo, Assy	Assy	\$ 140.54
570-28-49-755	5700B	193	Spacer, Cable 5700B	EA	\$ 11.26
570-28-49-151	5823B	194	Cover, Sleeve	EA	\$ 11.30
570-28-76-650	5824T	195	Strap, Post (for C shaped Post)	EA	\$ 10.87
570-28-21-124	5835B	196	Cap, external yellow	EA	\$ 3.34
570-28-49-128	5838B	197	Cap, external black	EA	\$ 6.68
570-28-60-650	33902G	198	Post, short C-shaped PST 3' 11.25"	EA	\$ 105.39
Bench Stock	4372G	619	Washer, flat 5/8"	EA	\$ 0.15
Bench Stock	4225G	659	5/16" X 1.75" Hook Bolt w/Shoulder	EA	\$ 2.03
570-28-49-103	33909G	1208	Bracket, cable	EA	\$ 28.54
570-28-49-822	33910G	1209	Post, terminal 350/TL3 CCT Line	EA	\$ 105.64
570-28-22-500	5825G	1212	Bolt, cable lock	EA	\$ 2.90
Bench Stock	5831G	1214	Washer, 5/16"	EA	\$ 0.11
Bench Stock	3245G	1215	Nut, Hex 5/16	EA	\$ 0.37
570-28-63-375	5839B	1217	Cover, sleeve for S3 Anchor Post	EA	\$ 9.87
570-28-63-209	33920G	1526	Connector to W	EA	\$ 260.07
570-28-49-039	5633G	1787	CASS turnbuckle Stud	Assy	\$ 311.85
570-28-49-880	5826G	1789	Turnbuckle 1" x 14"	EA	\$ 91.92

570-28-60-050	9021G	1791	Bearing, Angle (A36)	EA	\$	44.73
570-28-49-422	5700B (2 each), 5823B (1 each)	1792	47 CASSKITR (CASS Repair Kit)	Kit	\$	46.63
570-28-60-825	33912G	1793	Post, short splice 3'11.25" for 10 ga	EA	\$	132.67
570-28-60-653	33901G	1794	Post, long C-shaped PST 5"3"	EA	\$	127.03
570-28-60-750	33936A	1796	Post, lower driven	EA	\$	827.31
570-28-60-930	33935A	1797	Post, upper CRP	EA	\$	383.57
570-28-49-823	33903A	1799	Post, terminal 350/TL3 w/soil plate	EA	\$	178.20
570-28-60-701	33956G	1801	CASS - TL3 Post	EA	\$	142.06
570-28-49-749	33976A	1802	CASS -TL3 Post Sleeve w/soil plt	EA	\$	125.35
570-28-60-850	33982G	1803	Post, Sleeve-in Concrete 27"	EA	\$	66.85
570-28-72-500	33939A	1808	Sleeve, Post W/Soil	EA	\$	108.63
570-28-49-740	5851B	1810	Sheeting, reflective 5" x 24", Yellow and	EA	\$	22.56
Bench Stock	5707T	1874	Post Strap, TL-4,	EA	\$	9.51
Bench Stock	5708B	1875	Sleeve Cover, TL-4,	EA	\$	9.87
570-28-60-835	34007G	2316	Post Short CASS TL3	EA	\$	119.65
570-28-49-424	(1each) 5707T (1 each), 5700B (3each),	2318	TL43 CASSKITR (CASS Repair Kit) 4 Strand TL3	Kit	\$	51.35
570-28-49-432	each), 4225G (2 each), 3245G (2 each),	2690	Repair Kit, for S3 Post, 4-Strand	EA	\$	28.32
570-28-49-132	34045G	3525	S3 Post, Short, 4 Strand, 34045G	EA	\$	161.40
Bench Stock	105202T	3526	S3, Post Strap, 4 Strand, 105202T	EA	\$	4.32
570-28-63-550	34047A	3554	S3 Post Sleeve Driven w/ Soil Plate 34047A	EA	\$	229.25

Gibraltar Cable Rail Components


OT Commodity	OT Part Nur	Vendor Commodity	Item Description	Unit Measure	Prices Effective 2/3/2022
570-28-49-590	4-LNP-S	2480	Gibraltar, TL4 Line Post Socketed	EA	\$ 129.87

570-28-49-975	J-BLT	2481	Gibraltar, J-Bolt w/Nut & Washer,	EA	\$	32.47
570-28-49-363	4-HPIN-4	2763	Gibraltar, TL4, 4-Cable Hairpin	EA	\$	75.76
570-28-49-364	4-LOCK-4	2764	Gibraltar, TL4, 4-Cable LockPlate	EA	\$	34.62
570-28-49-365	TP1-4C	2765	Gibraltar, Terminal Post #1, TL-4, 4-Cable	EA	\$	153.68
570-28-49-366	TP2-4C	2766	Gibraltar, Terminal Post #2, TL-4, 4-Cable	EA	\$	153.68
570-28-49-367	TP3-4-4C	2767	Gibraltar, Terminal Post #3, TL-4, 4-Cable	EA	\$	179.64
570-28-49-368	TP4-4-4C	2768	Gibraltar, Terminal Post #4, TL-4, 4-Cable	EA	\$	179.64

Brifen Cable Rail Components

OT Commodity	OT Part Nur	Vendor Commodity	Item Description	Unit Measure	Prices Effective 2/3/2022
570-28-71-257	A42	2729	Brifen, Locating Pegs,	EA	\$ 1.98
570-28-71-251	Z11L	3996	Brifen, TL-4 Line Post Socketed Left, Z11L	EA	\$ 130.52
570-28-71-252	Z41	3997	Brifen, TL-4 Post Excluder, Z41	EA	\$ 4.25
570-28-71-253	F11AL	4009	Brifen, Post #1, Anchor, Left	EA	\$ 227.42
570-28-71-254	4F11B1L	4010	Brifen, Post #2, Anchor, Left	EA	\$ 148.32
570-28-71-255	4F11B2L	4011	Brifen, Post #3, Anchor, Left	EA	\$ 148.32
570-28-71-256	4F11B3L	4012	Brifen, Post #4, Anchor, Left	EA	\$ 148.32
570-28-71-259		4085	Brifen, Drive Socket, 57" w/Soil Plate	EA	\$ 286.75

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Human Resources Department	 Signature
<u>AGENDA DATE</u>	July 26 th , 2022	
<u>SUBJECT</u>	Retention Incentive payment for Guild members	
<u>ACTION REQUESTED</u>		
Authorize Skamania County Guild employees, employed by the County July 16-31 st , 2022 to receive a one-time retention incentive.		

SUMMARY/BACKGROUND

Pursuant to the Agreement between Skamania County and Skamania County Law Enforcement Guild
Article 16- Rates of Pay-
For the payroll period of July 16-31,2022 each employee employed by the County during the first pay period of the month will receive a one-time payment of two thousand dollars (\$2,000) as part of regular payroll subject to applicable withholdings. This payment is intended as a form of retention incentive for continued employment with the County. (Contract note: the pay period is for the period of hours worked, not when the employee is actually paid)

FISCAL IMPACT

Budgeted in the current ARPA funding, no Current Expense funds will be used.

RECOMMENDATION

Sign agreement

LIST ATTACHMENTS

List of active Guild employees
Article 16-Rates of Pay from the Agreement between Skamania County and Skamania County Law Enforcement Guild

000227	HELTON, CHRISTOPHER R	FULL TIME EMPLOYEES	SHERIFF	\$2,000.00
000235	LYLE, CHRISTIAN	FULL TIME EMPLOYEES	SHERIFF	\$2,000.00
000239	BARKER, GEORGE N	FULL TIME EMPLOYEES	SHERIFF	\$2,000.00
000679	SCHEYER, SUMMER NICOLE	FULL TIME EMPLOYEES	SHERIFF	\$2,000.00
000959	BERKEMEYER, TANA I	FULL TIME EMPLOYEES	SHERIFF	\$2,000.00
001002	CLIFFORD, GARIQUE W	FULL TIME EMPLOYEES	SHERIFF	\$2,000.00
001155	SCHULTZ, JEREMY M	FULL TIME EMPLOYEES	SHERIFF	\$2,000.00
001459	TAYLOR, RYAN E	FULL TIME EMPLOYEES	SHERIFF	\$2,000.00
001509	HELTON, WILLIAM MICHAEL	FULL TIME EMPLOYEES	SHERIFF	\$2,000.00
001511	OBIAS, ONDINE ST-MARTIN	FULL TIME EMPLOYEES	SHERIFF	\$2,000.00
001531	BEACOCK, NICHOLAS	FULL TIME EMPLOYEES	SHERIFF	\$2,000.00
001554	EVANS, JOSHUA ROSS	FULL TIME EMPLOYEES	SHERIFF	\$2,000.00
001558	ALLEN, NANCY LEE	FULL TIME EMPLOYEES	SHERIFF	\$2,000.00
001560	VEJAR, JENNIFER LYNN	FULL TIME EMPLOYEES	SHERIFF	\$2,000.00
001585	DAVIS, CHRISTA J	FULL TIME EMPLOYEES	SHERIFF	\$2,000.00
001590	VAN PELT, BRANDON T	FULL TIME EMPLOYEES	SHERIFF	\$2,000.00
001617	VIRGEN, PEDRO	FULL TIME EMPLOYEES	SHERIFF	\$2,000.00
001632	SLONIKER, STEPHEN M R	FULL TIME EMPLOYEES	SHERIFF	\$2,000.00
001664	COLTRANE, TREVOR	FULL TIME EMPLOYEES	SHERIFF	\$2,000.00
000242	WOOD, GAROLD C	PART TIME REGULAR EMPLOYEES	JAIL	\$2,000.00
000247	PURKEYPYLE, JENNIFER L	FULL TIME EMPLOYEES	JAIL	\$2,000.00
000250	SIZEMORE, BENJAMIN L	FULL TIME EMPLOYEES	JAIL	\$2,000.00
000251	ITZEN, ROBERT H	FULL TIME EMPLOYEES	JAIL	\$2,000.00
000299	MINNIS, STEVEN J	FULL TIME EMPLOYEES	JAIL	\$2,000.00
000842	VIGIL, JOSEPH A	FULL TIME EMPLOYEES	JAIL	\$2,000.00
001050	BARNETT, MELVIN J	FULL TIME EMPLOYEES	JAIL	\$2,000.00
001309	CROSS, SHAYNE G	FULL TIME EMPLOYEES	JAIL	\$2,000.00
001498	FREDRICKSON, SPENCER D	FULL TIME EMPLOYEES	JAIL	\$2,000.00
001512	CHILDS, JOHN BENJAMIN	FULL TIME EMPLOYEES	JAIL	\$2,000.00
001589	AGUIAR, JESSE RR	FULL TIME EMPLOYEES	JAIL	\$2,000.00
001604	AGUIAR, CRISTOBAL	FULL TIME EMPLOYEES	JAIL	\$2,000.00
001652	VAN PELT, KENIA	FULL TIME EMPLOYEES	JAIL	\$2,000.00
			Total	\$64,000.00
			This is an estimation before health benefits, OT and LNI is calculated	The retention incentive is not DRS eligible

As of 07.18.2022

(D) Should the insurer discontinue any of the current insurance plans, the County shall notify the Guild, in writing, and as soon as practical shall make available to the Guild a summary and available plan documents of the existing plan and the insurers proposed plan(s). The County and the Guild will then bargain the impacts of the insurer's discontinuance of the plan(s).

14.2 The County agrees to provide blanket liability insurance providing protection for possible claims arising out of any tort alleged against any County employee, while performing their official duties. Such insurance shall also cover all costs, including attorney fees, connected with proposed or threatened suits and negotiated settlements, to the limits specified in the policy.

14.3 The County will continue to participate in pension benefits for each employee in the LEOFF and/or Washington State Public Employee Retirement System, whichever is applicable.

14.4 The above-mentioned insurance plans may include coordination of benefits.

14.5 For the term of this Agreement, an IRC Section 125 Plan will be made available to all employees.

14.6 For the term of this Agreement, the County shall pay fifty dollars (\$50.00) towards the cost of disability insurance, WACOPS, AFLAC or another disability plan selected by the employees.

(A) Since 2008, the County provides a pre-retirement and a post-retirement VEBA Trust plan and account for the benefit of all Guild-represented employees.

(B) The County shall contribute sixty dollars (\$60.00) per month to each employee's VEBA Trust Account.

ARTICLE 15 - BULLETIN BOARDS

The County agrees to make available a bulletin board or other similar space in each work division within the Sheriff's Department to be used by the Guild for posting notices applicable to bargaining unit employees. The Guild shall limit its posting of notices or other documents in County facilities to such spaces.

ARTICLE 16 - RATES OF PAY

16.1 Rates of pay, salary schedules and steps as set forth in this Article are incorporated into this Agreement as Appendix A.

Effective July 1, 2022, step one of the wage scales will be increased by five percent (5%).

Effective July 1, 2022, the compensation for the classification of Deputy Sergeant will change from Range 26S to Range 27S.

* For the payroll period of July 16-31, each employee employed by the County during the first pay period of the month will receive a one-time payment of two thousand dollars (\$2,000) as part of regular payroll subject to applicable withholdings. This payment is intended as a form of retention incentive for continued employment with the County. (Contract note: the pay period is for the period of hours worked, not when the employee is actually paid)

Effective January 1, 2023, step one of the wage scale will be increased by four percent (4%).

For the payroll period ending November 30, 2022, each employee employed by the County during the first pay period of the month will receive a one-time payment of two thousand dollars (\$2,000) as part of regular payroll subject to applicable withholdings. This payment is intended as a form of retention incentive for continued employment with the County. (Contract note: the pay period is for the period of hours worked, not when the employee is actually paid)

Effective January 1, 2024, step one of the wage scale will be increased by three percent (3%).

Remaining steps are four and one half (4.5%) percent apart.

Historical note: Wages for all classifications, except for Civil Deputy, include an additional \$25 per month for the purposes of assisting employees seeking additional education.

16.2 Progression within the applicable pay range will be as follows: each newly appointed employee (other than those hired for temporary periods) will advance one step from their starting salary on the first of the month nearest six (6) months after this appointment. The date of this advancement will become the employee's annual step increase date for subsequent one-step advancements. An employee's step increase may be delayed up to twelve (12) months at the specific request of the Sheriff, based on below average Sheriff's Office evaluation marks. If an employee has had their step increase delayed because of a below average Department evaluation, the Sheriff or designee shall reply to the employee as to the specific reason that said step increase is delayed with a copy to the Guild and the employee. This in no way prevents an employee from utilizing the grievance procedure contained therein.

16.3 The rate of pay for any position not covered by Appendix A, or for any positions which may be established during the life of this Agreement, excluding elective, supervisory and administrative positions, shall be subject to negotiation between the County and the Guild.

16.4 Part-time employees shall be paid the appropriate hourly rate for their classification and experience.


16.5 Longevity Pay. Longevity pay will be based upon the length of service as shown below. Each regular full time or part time employee who completes the continuous length of service with Skamania County will be eligible for longevity pay. Longevity pay will be paid for this incentive in the month following each tier indicated below and on a semi-monthly basis. Payment tiers are not cumulative. Longevity payment tiers:

ARTICLE 25 – TERMINATION AND RENEWAL

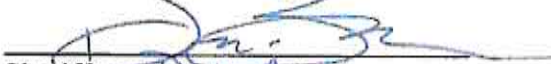
This Agreement shall remain in full force and effect upon execution through December 31, 2024. Negotiations for a successor agreement will begin by September 1st of the expiring year.

SKAMANIA COUNTY, WASHINGTON


County Commissioner - Richard Maher


County Commissioner - T.W. Lanver



County Commissioner - Robert Hamlin


Sheriff - Dave Brown

Date 7/5/22

SKAMANIA COUNTY LAW ENFORCEMENT GUILD


6/21/22


President Christian Lyle


Vice President - Spencer Fredrickson

Date 6/14/22

ATTEST


Clerk of the Board - Debbie Slack

Approved to Form


Prosecuting Attorney

