



HERBICIDE, INSECTICIDE, STERILANT, AND RODENT CONTROL 2 YEAR CONTRACT

Project Estimated Cost: \$100,000.00 per year for a total of \$200,000.00 for two years.

Contractor to provide Herbicide, Insecticide, and Sterilant Spraying services. Rodent Control in select areas and building per Attachment A (Task Orders)

Contractor is to provide Port of Benton with copies of all spray records within 24 hours of application. Please send to rbranine@portofbenton.com and jpisca@portofbenton.com. Contractor to use products as recommended in Attachment B.

Director of Airports will provide required training prior to any spraying within the fenced areas at both Richland and Prosser Airports. This will need to be a coordinated effort between the contractor and the Port.

Port of Benton will provide a UNICOM Radio programmed to the Airport Frequency as well as training for use.

Amber Warning beacon (LED, strobe or rotating) mounted on the vehicle, visible for 360 degrees. These beacons **MUST** always be activated within the fenced areas at the airports.

Contractor is required to follow all Product labels and recommendations and all applicable State laws regarding the application of Herbicides. See attached chemicals on Attachment B.

Contractor is to fill out Pesticide Reporting Forms for Crow Butte Park that will be turned in to the Corp of Engineers during their annual reporting. Two forms per year, one for the year prior to the planned activity due December 15th and one for the actual year following the application due January 15th.

Pricing is to be on a per acre basis

Pricing is to be for one year of services on each dollar section of the task orders.

Invoices will need to call out the Task Order and property address along with a description of services.

Bidding Procedures

MANDATORY PRE-BID MEETING ON DECEMBER 11 AT 8:00 AM AT 3250 PORT OF BENTON BLVD., RICHLAND

MANDATORY PRE-BID MEETING ON DECEMBER 12, 2024 AT 8:00 AM AT CROW BUTTE PARK IN PATERSON (Meet at the day use parking area) (This will take most of the day as it includes Prosser)

IT IS MANDATORY TO LET SHERI KNOW IF YOU WILL ATTEND THE ABOVE MEETINGS AT scollins@portofbenton.com OR AT 509-375-3060

Bids are due to the Port of Benton on December 19, 2024 by 2:00 PM.

Bids shall be submitted by email to: Sheri Collins at scollins@portofbenton.com

Contractual Requirements in Request for Proposals Summary:

1. Contractor Responsibilities:

- Contractor will be responsible for field verifying all dimensions/quantities.
- Contractor provides all labor and materials.
- Prevailing Wages apply for this job.

2. Coordination and Communication:

- Contractor to coordinate all work with Port of Benton, so that the Port may keep our tenants informed of progress and any necessary safety or security measures.
- Provide Port with all requested ETAs.

3. LNI Training Requirements:

- All businesses must have LNI training before bidding and/or performing work on public works projects unless the business is exempt from training.
- Contractor ensures all subcontractors have LNI training or are exempt from training.

4. **Small Works Roster:**
 - Contractor and Sub-contractors must be on Port of Benton Small Works Roster.
5. **Insurance and Bonding:**
 - Provide certificate of liability insurance with Port named as additional insured.
6. **Business License:**
 - Contractor must have a business license for the city where the work is performed.
7. **Prevailing Wage Compliance:**
 - File Intents to pay Prevailing Wage before starting project and Affidavits of Wages Paid after project is completed or at the end of each year for Purchased Services.
 - Projects \$10,000 - \$34,999 will have 5% retainage held for 30 days after Completion of all L&I requirements. Projects \$35,000 - \$149,999 will require a performance/payment bond or contractor can opt to have 10% retainage held in lieu of bond. Projects over \$150,000 will require a performance/payment bond.
 - Costs for filing intent and affidavit are the contractor's responsibility.
 - Intents must be approved before work is to begin
 - Affidavits must be approved by L&I at the end of each year.
8. **Legal Compliance and Policies:**
 - Procurement in accordance with federal, state, local laws, and Port policies.
 - Port reserves the right to reject any or all proposals.
9. **Waiver and Rejection:**
 - Port reserves the right to waive minor irregularities and reject firms.
 - The right to cancel the procurement is retained.
10. **Costs and Ownership of Proposals:**
 - Costs incurred in proposal preparation are the proposing firms' responsibility.
 - Proposals become property of the Port and are public documents.
11. **Public Disclosure:**
 - Documentation provided may be subject to disclosure under Washington State public disclosure laws.

Bid Schedule: On Next Page as Attachment A

It is required that bid amounts are entered on the Task Orders on Attachment A.

Attachment A

Task Order 1 RICHLAND AIRPORT

Comments

1845 Terminal Dr.

Bi-Annual (insecticide)	\$ -	Insecticide (spiders, wasps, ants)
Seasonal Care	\$ -	Lawn & Shrub Bed Weed Control
Quarterly Rodent Control	\$ -	Rodent Control (Traps) *Interior & Exterior

1861 Terminal Dr. (Shop)

Bi-Annual (insecticide)	\$ -	Insecticide (spiders, wasps, ants)
Seasonal Care	\$ -	Lawn & Shrub Bed Weed Control
Quarterly Rodent Control	\$ -	Rodent Control (Traps) *Interior

1901 Terminal Dr. (Ann's Best)

Bi-Annual (insecticide)	\$ -	Insecticide (spiders, wasps, ants)
Monthly Rodent Control	\$ -	Rodent Control (Traps) *Interior & Exterior

1903 Terminal Dr. (Sundance)

Bi-Annual (insecticide)	\$ -	Insecticide (spiders, wasps, ants)
Seasonal Care	\$ -	Lawn & Shrub Bed Weed Control

2060 Airport Way (Restrooms)

Bi-Annual (insecticide)	\$ -	Insecticide (spiders, wasps, ants)
Seasonal Care	\$ -	Lawn & Shrub Bed Weed Control

2019 Butler Loop

Bi-Annual (insecticide)	\$ -	Insecticide (spiders, wasps, ants)
Seasonal Care	\$ -	Lawn & Shrub Bed Weed Control
Once a Year	\$ -	Sterilant Application: Gravel Lot

1865 Bronco Ln

Bi-Annual (insecticide)	\$ -	Insecticide (spiders, wasps, ants)
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Airport Entrance

Seasonal Care	\$ -	Lawn & Shrub Bed Weed Control
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Gas Station

Seasonal Care	\$ -	Lawn & Shrub Bed Weed Control
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Task Order 1

Once a Year	Runway 1-19 and 8-26 \$ -	Sterilant Application: Spray edges of all paved areas to a distance of 5 ft beyond any lights or reflectors
Once a Year	Runway Clear Zones \$ -	Sterilant Application: All gravel areas within the clear zone are to be sprayed except for the clear zone off Runway 01
Once a Year	Runway Approach Lighting & PAPI Systems \$ -	Sterilant Application: Spray entire area around all fixtures (do not spray the fixtures themselves)
Once a Year	AWOS \$ -	Sterilant Application: Spray entire area around AWOS system, inside the fence and road leading out to AWOS
Once a Year	Wind Sock \$ -	Sterilant Application: Spray entire area around windsock and directional barrels
Once a Year	Hangars \$ -	Sterilant Application: Spray gravel areas around all hangars (Do Not Spray the Buildings, if sprayed wash off immediately)
Once a Year	Fence Line \$ -	Sterilant Application: Spray entire length of fence line on the perimeter of the Richland Airport 6 ft each side.
Once a Year	Aprons \$ -	Sterilant Application: Main apron and adjacent gravel/rock areas, North Apron, Gravel Yard at Port Maintenance Shop, and Civil Air Patrol.
Once a Year	Roads: Terminal Dr., Airport Way, Aviator, Bronco Lane, Butler Loop, Aileron, and Lindberg Loop \$ -	Sterilant Application: Spray all port owned road edges to a distance of approx 6 ft (using caution around any landscapes areas)

Task Order 2 RICHLAND BUSINESS PARK

Comments

2345 Stevens Dr. (Flagpole area also)

Bi-Annual (insecticide)	\$ -	Insecticide (spiders, wasps, ants)
Seasonal Care	\$ -	Lawn & Shrub Bed Weed Control
Quarterly Rodent Control	\$ -	Rodent Control (Traps) *Interior & Exterior

2377 Stevens Dr. (Warehouse/Badging)

Bi-Annual (insecticide)	\$ -	Insecticide (spiders, wasps, ants)
Quarterly Rodent Control	\$ -	Rodent Control (Traps) *Interior & Exterior

2445A Stevens Dr. (MO404)

Bi-Annual (insecticide)	\$ -	Insecticide (spiders, wasps, ants)
Quarterly Rodent Control	\$ -	Rodent Control (Traps) *Interior & Exterior

2579 Stevens Dr.

Bi-Annual (insecticide)	\$ -	Insecticide (spiders, wasps, ants)
Quarterly Rodent Control	\$ -	Rodent Control (Traps) *Interior & Exterior

Port of Benton sign on corner of Battelle & Stevens

Once a Year	\$ -	Sterilant Application
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Road Edges, walk paths, and Parking lot areas

Seasonal Care	\$ -	Lawn & Shrub Bed Weed Control
Once a Year	\$ -	Sterilant Application

Fenced in Gravel Yard behind Bus Lot

Once a Year	\$ -	Sterilant Application
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Gravel Berm on corner of Spengler & Larson (HMIS Overflow)

Once a Year	\$ -	Sterilant Application
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Perimeter of retention pond behind bus lot

Once a Year	\$ -	Sterilant Application
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5 acre lay down yard at 2579 Stevens

Once a Year	\$ -	Sterilant Application
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Attachment A

Task Order 3 RICHLAND INNOVATION CENTER

Comments

2650 Salk Ave. (Shop)

Bi-Annual (insecticide)	\$ -	Insecticide (spiders, wasps, ants)
Seasonal Care	\$ -	Sterilant Application
Quarterly Rodent Control	\$ -	Rodent Control (Traps) *Exterior

Task Order 4 TECHNOLOGY AND BUSINESS CENTER

Comments

3100 George Washingtgn Way

Bi-Annual (insecticide)	\$ -	Insecticide (spiders, wasps, ants)
Seasonal Care	\$ -	Lawn & Shrub Bed Weed Control
Monthly Rodent Control	\$ -	Rodent Control (Traps) *Exterior

3190 George Washington Way

Bi-Annual (insecticide)	\$ -	Insecticide (spiders, wasps, ants)
Seasonal Care	\$ -	Lawn & Shrub Bed Weed Control
Monthly Rodent Control	\$ -	Rodent Control (Traps) *Interior & Exterior

3110 Port of Benton Blvd.

Bi-Annual (insecticide)	\$ -	Insecticide (spiders, wasps, ants)
Seasonal Care	\$ -	Lawn & Shrub Bed Weed Control
Monthly Rodent Control	\$ -	Rodent Control (Traps) *Interior & Exterior

3250 Port of Benton Blvd.

Bi-Annual (insecticide)	\$ -	Insecticide (spiders, wasps, ants)
Seasonal Care	\$ -	Lawn & Shrub Bed Weed Control
Monthly Rodent Control	\$ -	Rodent Control (Traps) *Exterior

3251 Port of Benton Blvd.

Bi-Annual (insecticide)	\$ -	Insecticide (spiders, wasps, ants)
Seasonal Care	\$ -	Lawn & Shrub Bed Weed Control
Quarterly Rodent Control	\$ -	Rodent Control (Traps) *Exterior

Port of Benton Blvd. (Shrub beds)

Seasonal Care	\$ -	Lawn & Shrub Bed Weed Control
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Triton Sail Park (include landscape & sub)

Bi-Annual (insecticide)	\$ -	Insecticide (spiders, wasps, ants)
Seasonal Care	\$ -	Lawn & Shrub Bed Weed Control

Bike/Walk Path rest stations, gazebo & information Desk

Bi-Annual (insecticide)	\$ -	Insecticide (spiders, wasps, ants)
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Task Order 4

**Lawn & Shrubs on corner of
University & George Washing Way**

Seasonal Care

\$	-
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Lawn & Shrub Bed Weed Control

**Port of Benton Blvd
University Dr.
3rd
Hills St.
Keck Blvd.
Battelle St.
9th
10th
Fergeson
Richardson Rd.**

Once a Year

\$	-
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Sterilant Application: Spray all edges of Port owned roadways and sidewalks to a distance of 6 feet (using caution around any lawn areas that may be bordering) Roads included

**Corner of University & George
Washington Way**

Once a Year

\$	-
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Sterilant Application

**Gravel Parking area behind 3100
G'way**

Once a Year

\$	-
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Sterilant Application

3251 Port of Benton Blvd.

Once a Year

\$	-
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Sterilant Application: North end and South end

**Walking/Bike path along river
from University Dr. to Sail Park
(avoid housing area)**

Once a Year

\$	-
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Sterilant/Weed Control Application

Attachment A

Task Order 5 BENTON CITY

515 9th St. (include Landscape on southside of Bldg.)

Bi-Annual (insecticide)

\$	-
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Comments

Insecticide (spiders, wasps, ants)

Seasonal Care

\$	-
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Lawn & Shrub Bed Weed Control

Attachment A

Task Order 6 PROSSER WINE & FOOD PARK

Comments

	2880 Lee Rd. (Include Shrubs)	
Bi-Annual (insecticide)	\$ -	Insecticide (spiders, wasps, ants)
Seasonal Care	\$ -	Lawn & Shrub Bed Weed Control
Quarterly Rodent Control	\$ -	Rodent Control (Traps) *Exterior

	2840 Lee Rd. (Include Gazebo)	
Quarterly (insecticide)	\$ -	Insecticide (spiders, wasps, ants)
Seasonal Care	\$ -	Lawn & Shrub Bed Weed Control

	Large Park area by public restroom	
Seasonal Care	\$ -	Lawn & Shrub Bed Weed Control

	Gravel Parking lot next to rail road.	
Once a Year	\$ -	Sterilant Application

	Roads: Lee Rd. and Benitz Rd.	
Once a Year	\$ -	Sterilant Application: Road edges to a distance of 6 feet (using caution around any lawn areas that may be bordering)

	Gravel Parking lot behind 2880 Lee Rd.	
Once a Year	\$ -	Sterilant Application

Task Order 7 WALTER CLORE

Comments

2140 A Wine Country Rd. (include shrubs)

Bi-Annual (insecticide)

\$	-
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Insecticide (spiders, wasps, ants)

Seasonal Care

\$	-
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Lawn & Shrub Bed Weed Control

Monthly Rodent Control

\$	-
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Rodent Control (Traps) *Interior & Exterior

2140 B Wine Country Rd. (include shrubs)

Bi-Annual (insecticide)

\$	-
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Insecticide (spiders, wasps, ants)

Seasonal Care

\$	-
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Lawn & Shrub Bed Weed Control

Monthly Rodent Control

\$	-
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Rodent Control (Traps) *Exterior

**Gravel Parking Lot adjacent
railroad tracks (use caution around
existing landscaping and orchard)**

Once a Year

\$	-
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Sterilant Application

**Gravel area behind building (use
caution around existing landscaping
and grape plants)**

Once a Year

\$	-
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Sterilant Application

Task Order 8 VINTNERS VILLAGE

Comments

236 Port Ave.

Bi-Annual (insecticide)	\$ -	Insecticide (spiders, wasps, ants)
Seasonal Care	\$ -	Lawn & Shrub Bed Weed Control
Quarterly Rodent Control	\$ -	Rodent Control (Traps) *Exterior

Landscaping at Cul-de-sac on Cabernet Ct.

Seasonal Care	\$ -	Lawn & Shrub Bed Weed Control
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Pond Area

Seasonal Care	\$ -	Lawn & Shrub Bed Weed Control
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Spray all road edges to a distance of 6 ft. (using caution around any landscape areas that may be bordering)

Once a Year	\$ -	Sterilant Application
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Spray a 6 ft perimeter around all utilities including valve boxes

Once a Year	\$ -	Sterilant Application
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Walking Paths; spray all edges of path next to undeveloped lots

Once a Year	\$ -	Sterilant Application
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Attachment A

Task Order 9 PROSSER AIRPORT

Comments

	101 Nunn Rd. (EAA Bldg)	
Bi-Annual (insecticide)	\$ -	Insecticide (spiders, wasps, ants)
	105 Nunn Rd. (Public Restroom)	
Bi-Annual (insecticide)	\$ -	Insecticide (spiders, wasps, ants)
Seasonal	\$ -	Lawn & Shrub Bed Weed Control
	111 Nunn Rd. (Pilots Lounge)	
Bi-Annual (insecticide)	\$ -	Insecticide (spiders, wasps, ants)
	15 W Nunn Rd. (Westwind Aviation)	
Bi-Annual (insecticide)	\$ -	Insecticide (spiders, wasps, ants)
	125 W Nunn Rd. (Last Hangar)	
Bi-Annual (insecticide)	\$ -	Insecticide (spiders, wasps, ants)
	127 Nunn Rd. (Hangar)	
Bi-Annual (insecticide)	\$ -	Insecticide (spiders, wasps, ants)
	219 Nunn Rd.	
Bi-Annual (insecticide)	\$ -	Insecticide (spiders, wasps, ants)
	221 Nunn Rd.	
Bi-Annual (insecticide)	\$ -	Insecticide (spiders, wasps, ants)
	205A Hagerty Lane (Police Station)	
Bi-Annual (insecticide)	\$ -	Insecticide (spiders, wasps, ants)
Quarterly Rodent Control	\$ -	Rodent Control (Traps) *Exterior
	205B Hagerty Lane (Warehouse)	
Bi-Annual (insecticide)	\$ -	Insecticide (spiders, wasps, ants)
Quarterly Rodent Control	\$ -	Rodent Control (Traps) *Exterior
	Landscaping at Airport Entrance	
Seasonal Care	\$ -	Lawn & Shrub Bed Weed Control
	Tree Line off Hagarty Rd.	
Seasonal Care	\$ -	Lawn & Shrub Bed Weed Control
	Runway 7-25	
Once a Year	\$ -	Sterilant Application: Spray Edges of all paved areas to a distance of 6 ft. beyond any lights and reflectors present.

Task Order 9

Signs

Once a Year

\$	-
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Sterilant Application: Spray a 6 ft. perimeter around all signage.

Aprons

Once a Year

\$	-
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Sterilant Application: Spray edges of all paved areas to a distance of 6 ft beyond paved area.

Wind Sock

Once a Year

\$	-
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Sterilant Application: Spray entire area in and around sock and directional barrels, Runway approach lighting and PAPI system: Spray entire area in and around PAPI systems

Hangars

Once a Year

\$	-
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Sterilant Application: Spray edges of paved areas to a distance of 6 ft.

Gravel Roads

Once a Year

\$	-
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Sterilant Application: Spray entire width fo gravel roads

Fence Line

Once a Year

\$	-
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Sterilant Application: Spray entire length of perimeter fence to a distance of 6 ft. on each side of fence.

Task Order 10 CROW BUTTE PARK

COMMENTS

Months of April, June, and August	House & Cameras \$ -	Insecticide (spiders, wasps, ants)
Months of April, June, and August	Shop/Office \$ -	Insecticide (spiders, wasps, ants)
Months of April, June, and August	Well House \$ -	Insecticide (spiders, wasps, ants)
Months of April, June, and August	Day Park Restroom & Cameras \$ -	Insecticide (spiders, wasps, ants)
Months of April, June, and August	Campground Restroom \$ -	Insecticide (spiders, wasps, ants)
Months of April, June, and August	Group Camp CTX unit \$ -	Insecticide (spiders, wasps, ants)
Months of April, June, and August	Irrigation Pump Dock \$ -	Insecticide (spiders, wasps, ants)
Months of April, June, and August	Electrical Pedestals \$ -	Insecticide (spiders, wasps, ants)
Months of April, June, and August	Gazebos \$ -	Insecticide (spiders, wasps, ants)
Months of April, June, and August	Kiosks \$ -	Insecticide (spiders, wasps, ants)
Months of April, June, and August	Information Centers \$ -	Insecticide (spiders, wasps, ants)
Months of April, June, and August	Contact Station & Cameras \$ -	Insecticide (spiders, wasps, ants)

Task Order 10

**Marina Restroom and Fish
Cleaning Station & Camera**

Months of April, June, and
August

\$	-
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Insecticide (spiders, wasps, ants)

Camp pads at each RV Site

Seasonal Care

\$	-
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Lawn & Shrub Bed Weed Control

**All road edges leading into and
around the Park to a distance of 6
ft.**

Once a Year

\$	-
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Sterilant Application

**Gravel road leading up to the
house and shop**

Once a Year

\$	-
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Sterilant Application

Attachment A

Task Order 11 MISC

COMMENTS

MISC Sterilant Application

Per Application

\$	-
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Per acre

Rodent Control

Rodent Control

\$	-
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Per trap

Insecticide

Per Application

\$	-
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Per acre

Attachment B

Insect Control:

Bifen I/T 15 oz/ 100 gallons (general purpose insecticide)

Shrub Beds:

Gallery 1.3 lbs/Acre

Dimension 2EW 1 qt/Acre

Turf Grass (Herbicides)

Pre-Emergent (Crabgrass and Broadleaves)

Prodiamine 1.5 lbs/Acre

Basecamp 4 Amine 4pts/Acre

R-11 2pts/Acre

Broadleaf (Mid Season and Summer)

Trimec Encore 3 pts/Acre

R-11/Acre

Non Sensitive Bareground

Portfolio 10 oz/Acre

Esplanade 5 oz/Acre

Sensitive Bareground

Gallery 1 lb/Acre

Dimension 2EW 1 qt /Acre

**CONTRACT FOR
HERBICIDE, INSECTICIDE, PESTICIDE AND RODENT CONTROL SERVICES**

THIS CONTRACT is entered into this day of _____, by and between the PORT OF BENTON, a municipal corporation of the State of Washington, hereafter referred to as “Port”, and _____, a Washington State corporation, hereafter referred to as “Contractor”.

WHEREAS, the Port is the owner of the Property located at Richland Airport, Richland Business Park, Richland Innovation Center, Technology and Business Campus, Prosser Wine and Food Park, Walter Clore Wine and Culinary Center, Prosser Airport, Vintners Village, Benton City Site, Crow Butte Park, hereafter referred to as “Property”.

WHEREAS, the Port wants to provide for herbicide, insecticide, pesticide and rodent control services for the Property as described in **Attachment A (Task Orders)** during the term of this Agreement

WHEREAS, Contractor is a licensed contractor of the State of Washington and will perform herbicide, insecticide, pesticide and rodent control services at the Property during the term of this Agreement.

NOW THEREFORE, it is hereby agreed as follows:

1. The Scope of Work to provide herbicide, insecticide, pesticide and rodent control services at Property in accordance with the Schedule of Services attached hereto as **Attachment A (Task Orders) & B**. The Contractor has had an opportunity to inspect the Property and has made its proposal for herbicide, insecticide and pesticide services based upon its own knowledge, expertise, and inspection.
2. The term of this Agreement period is for the duration of the project, commencing on January 1, 2025, and expiring on December 31, 2027. The Port shall have the option to renew this agreement for one year. The Port may terminate this contract, at any time without cause by providing thirty (30) days written notice of termination to the contractor. During the notice period, the Contractor shall continue to provide services as agreed. The Port and Contractor may negotiate an extension of this Agreement after the said termination date.
3. The Port will pay the Contractor in accordance with the Fee Schedule agreed upon hereto as **Attachment A** plus tax for the Scope of Services set forth on **Attachment A (Task Orders 1-11)**, for services provided under the terms of this Agreement. **Agreement amount Not to Exceed \$95,000 per calendar year or \$190,000 in total for entire term of the Agreement.**

3.1 The Port may withhold any payment otherwise due the Contractor on account of: 1) defective work not remedied; 2) failure of the Contractor or Subcontractor to file an approved Intent to Pay Prevailing Wage and Affidavit of Wages Paid; 3) unsatisfactory performance of the work by the Contractor.

3.2 The Contractor must comply with the State of Washington Prevailing Wage Act. The Contractor will file all reports and certifications necessary to comply with the Prevailing Wage Act. See Prevailing Wages at:

[Prevailing Wage Rates](#)

3.3 Contractor must have current City of Prosser and City of Richland Business Licenses and provide a copy to the Port of Benton if needed.

3.4 Each month the Contractor shall submit invoices for payment listing the task orders and property where work was performed. For any additional services provided at the Port's request, the Contractor shall submit an invoice using task order 11, naming the property and address where work was performed.

3.5 The Port shall make payment to the Contractor within thirty (30) days after the date the Port receives a valid and properly completed invoice.

4. Contractor shall obtain and pay for workmen's compensation and other insurance as may be required by the State and other applicable governing authorities. The Contractor shall provide public liability and property damage insurance with limits and deductibles acceptable to the Port and supply the Port with satisfactory insurance certificates evidencing that all such coverage is in effect prior to the commencement of Work. The Port will require the following coverage:

Public Liability \$2,000,000

Property Damage \$2,000,000

Automobile Liability \$1,000,000

The insurance certificates required by this Section 4 shall name the Port as an additional insured.

5. Contractor agrees to pay for all labor costs, employee benefits, taxes and withholding and for all materials and equipment, incurred in the prosecution of its work and to pay all applicable state and local licenses. Contractor shall pay all taxes which become due and payable as a result of Contractor services. Contractor shall hold the Port harmless from any liens, claims, judgments, expenses or costs, including reasonable attorney fees, arising from a claim for the payment of such costs.

6. Contractor agrees to indemnify and hold the Port, its employees and agents, harmless from and against all claims, damages, losses and expenses including reasonable attorney's fees, court costs and any costs of appeal arising from any injury, death, or damage which may be sustained, or incurred by any person or property to the extent they result directly or indirectly from any negligent act or omission, misconduct or other fault of the Contractor, its employees or agents.

6.1 Contractor shall, at all times, remain entirely responsible for the results and consequences of its negligence and that of its agents and employees, and agrees to indemnify and hold the Port harmless from and against any and all claims, losses, damages, costs and expenses, including reasonable attorney's fees, which may arise or result from its sole negligent act or omission, misconduct or other fault of the Contractor, its employees or agents.

6.2 In any and all claims against the Port, its employees or agents which are subject to this indemnity, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under the Washington Workmen's Compensation Act, disability acts or other employee benefit acts.

6.3 Contractor from claims for injuries to the Contractor's employees and others resulting from any latent or hidden condition in the Property or the Port's equipment but only to the extent the same is not caused by the Contractor's fault.

7. Any damage to the premises to the extent caused by Contractor and its agents or employees, shall be paid for by the Contractor. Contractor further agrees to report knowledge of any damage discovered on the Premises to the Port prior to commencement of its performance of any agreement governed by the terms hereof, verbally or in writing.

7.1 Contractor agrees to immediately report to the Port any and all accidents that occur on the Premises during the course of Contractor performance.

7.2 Contractor shall not have the right to subcontract or assign its burden of performance under this agreement or any written agreement governed by the terms hereof without the prior written consent of the Port.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, and venue for any controversy arising hereunder shall be in Benton County, Washington. In the event of any controversy or claim arising out of or relating to this agreement, or a breach thereof, the parties hereto shall first attempt to settle the dispute by mediation, administered by a mutually agreed upon mediator. If settlement is not reached within sixty days after service of a written demand for mediation, any unresolved controversy or claim may be settled by arbitration or filing of a legal action within Benton County, Washington. In any action arising under this contract, the prevailing part shall be

entitled to recover all costs incurred in such action including reasonable attorney fees. For the purpose of this section, an "action" shall include arbitration. Judgement on any award rendered by and arbitrator may be entered in Benton County Superior Court.

9. The Port shall have the right to go upon the premises at any time to inspect the Property to ensure that the Contractor is performing in accordance with the provisions of this Agreement.

10. In the performance of the work under this Agreement, the Contractor shall at all times be an independent contractor and shall not be an agent or employee of the Port.

IN WITNESS WHEREOF, the parties have entered into this Agreement the day and year first above written.

Port of Benton

By: _____
DIAHANN HOWARD, PPM®
Executive Director

Port of Benton
3250 Port of Benton Blvd.
Richland, WA 99354
Attn: Diahann Howard

Date: _____

By: _____

Title: _____

Date: _____

WASHINGTON STATE CONTRACTOR LICENSE NUMBER: _____

CITY OF PROSSER BUSINESS LICENSE: _____

CITY OF RICHLAND BUSINESS LICENSE: _____



RCW 39.04.350

WAGE LAWS COMPLIANCE CERTIFICATION

[Must be completed prior to award of bid]

I, _____
[Print name and Title (For example, "John Hancock, VP") of Person Signing this Form]

do certify and declare that the bidder is in compliance with RCW 39.04.350(1)(g) and that within the three (3) year period immediately preceding the date of this bid, the bidder has not been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46 (Minimum Wage Requirements and Labor Standards), chapter 49.48 (Wages – Payment – Collection), or chapter 49.52 RCW (Wages—Deductions—Contributions—Rebates).

Executed under penalty of perjury under the laws of the State of Washington at

_____ on _____
[Print City and State where Signed] [Print date signed]

[Print full name of company submitting bid]

[Signature]