

April 14, 2008

**THE BOARD OF
BENTON COUNTY
COMMISSIONERS
AGENDA PACKET**

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
April 7, 2008, 9:00 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

Present: Chairman Claude Oliver
Commissioner Max E. Benitz, Jr.
Commissioner Leo Bowman
County Administrator David Sparks
Clerk of the Board Cami McKenzie

Benton County Employees Present: Deputy Administrator Loretta Smith Kelty; Adam Fyall, Community Development Coordinator; Finance Manager Linda Ivey; Facilities Manager Roy Rogers; DPA Eric Hsu; Personnel Manager Melina Wenner; Steve Becken, Public Works; Jacki Lahtinen, District Court; Auditor Bobbie Gagner; Mike Shuttleworth, Planning; Lisa Small, Commissioners' Office.

Approval of Minutes

The Minutes of March 31, 2008 were approved.

Review Agenda

Consent Agenda item "h" (Agreement for Law Enforcement Terrorism) was pulled at the direction of the Sheriff's Office.

Consent Agenda

MOTION: Commissioner Bowman moved to approve the consent agenda items "a" through "g", pulling "h". Commissioner Bowman seconded and upon vote, the Board approved the following:

Commissioners

- a. Support Letter to BF Community Action Committee

Facilities

- b. Change Order No. 6 w/Chervenell Construction Co.
- c. Contract w/The Empirical Company

Parks

- d. Contract w/Siefken & Sons Construction, Inc. for Boat Dock Repairs @ Two Rivers

Personnel

- e. Procurement of Office Furniture for Personnel Resources Office

Road/Engineer

f. E.R.&R. Purchase of Refined Petroleum Products – Bulk Diesel Fuel

Sheriff

g. McNary Project Law Enforcement Contract

Bid Opening – Official County Newspaper

The following bid was received for official county newspaper:

Tri-City Herald

Column-inch rate, first insertion: \$16.21 (Mon. – Fri), \$16.66 (Sat. & Sun)

Column-inch rate, additional: \$14.97 (Mon. – Fri), \$15.31 (Sat. & Sun)

The Clerk indicated she would prepare a resolution and contract for approval.

Executive Session – Potential Litigation

The Board went into executive session at 9:06 a.m. with Eric Hsu for approximately five minutes to discuss potential litigation. Also present were David Sparks, Cami McKenzie, Melina Wenner, Roy Rogers, and Loretta Smith Kelty. The Board came out of executive session at 9:14 a.m. Mr. Hsu announced that no decisions were made, but direction was given

Other Business

Rattlesnake Mountain

Commissioner Bowman said the Dept. of Energy had stated its intent to limit public access to entities that currently have access to the summit area of Rattlesnake Mountain. He presented a resolution for the Board to approve requesting that no further action be taken by DOE to restrict public access until appropriate public input had been received.

Commissioner Benitz said Emergency Management was concerned about losing the microwave tower and restricting the access would limit law enforcement and emergency services. He requested the resolution be modified to incorporate the concern for public safety issues.

Commissioner Bowman also recommended sending the resolution to the community entities (i.e. cities, Tridec, Visitor & Convention Bureau) to make them aware of the situation.

Commissioner Oliver said he previously requested that Mr. Brown give an opinion of the mitigation of the lands that were previously taxed on Benton County property tax rolls that were now occupied by the Dept. of Energy. He said that Mr. Brown advised that with the cleanup going on, there was really nothing the County could do. He suggested it was time to request legal give a thorough review of the County's position on what it wanted to preserve and what options it wanted to exercise.

Commissioner Benitz agreed it was time to review the matter so the County could protect its property rights.

MOTION: Commissioner Bowman moved to approve the resolution regarding public access to Rattlesnake Mountain, including additional information as suggested by Commissioner Benitz. Commissioner Benitz seconded and upon vote, the motion carried.

Board Clarification on Courtrooms Office Space

Roy Rogers asked the Board for clarification on finishing out the space that was left blank in the new courts area. Mr. Sparks indicated he thought the Board had given direction to move the Probation Department down there and turn over current Probation space to the PA's office.

Commissioner Bowman said it was not his intention to build out the space. Commissioner Benitz said his recollection was there would be no additional personnel in that space, but to finish the Courtrooms. He said it was the Board's intention to find additional space for the Probation Department when the Office of Public Defense took the space on the second floor.

Commissioner Benitz said he agreed to move forward with finishing out the space to include Probation.

Commissioner Bowman said he remembered a discussion regarding storage, not office space and he did not know at this point what the additional cost would be.

Chairman Oliver said to bring back estimates on the cost and to move forward with finishing it out.

Other Business

Harmala Short Plat Permit

Mike Shuttleworth reviewed a memo dated April 3, 2008 to the Board regarding the Harmala Short Plat permit request. He said the Planning Department did not recommend approval of the short plat application for a four-lot subdivision.

Chairman Oliver said he reviewed the situation and believed Mr. Harmala's health issues affected his ability to comply with the requirements for the short plat process and that he viewed this request as something the Board could grant.

Commissioner Benitz said Mr. Harmala had some personal health reasons for not being able to comply and that he would agree to the 10 acres being reduced to four 2 ½ acre lots.

Commissioner Bowman said he had compassion for Mr. Harmala's reasons for not being able to comply. However, there would always be scenarios that would give reason for individuals not to make the deadline. He said the Harmalas were aware of the deadlines and it did not change the

fact that the whole Board agreed to give people six months to get their short applications presented before the deadline. He indicated he was opposed to moving forward.

MOTION: Commissioner Benitz moved to authorize the Planning Department to proceed with the short plat application for Walter and Ranee Harmala in Benton City to allow 10 acres to be subdivided into four 2 ½ acre lots, subject to going through the Health Department process. Chairman Oliver seconded and upon vote, the motion carried with Commissioner Bowman opposing.

Columbia River Bridge Crossing

Steve Becken asked the Board how Ross Dunfee should respond to Mark Kushner, Council of Governments on the Columbia River Bridge Crossing study and financial commitment.

Both Commissioner Benitz and Chairman Oliver agreed to stay with the Board's original position and to have Mr. Dunfee write a letter of response.

Vouchers

Check Date: 04/04/2008
Warrant # 894527-894722
Total all funds: \$968,046.43

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

08-447	Change Order No. 6 w/Chervenell Construction Co.
08-448	Contract w/The Empirical Company
08-449	Contract w/Siefken & Sons Construction, Inc. for Boat Dock Repairs @ Two Rivers
08-450	Procurement of Office Furniture for Personnel Resources Office
08-451	E.R.&R. Purchase of Refined Petroleum Products – Bulk Diesel Fuel
08-452	Law Enforcement Contract Between U.S. Army Corps of Engineers
08-453	Public Access to Rattlesnake Mountain

There being no further business before the Board, the meeting adjourned at 9:45 a.m.

Clerk of the Board

Chairman



<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>04/14/08</u> Subject: <u>Cathedral of Joy</u> Prepared by: <u>dgg</u> Reviewed by: <u>lji/lsk</u>	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Board Direction	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Workshop

BACKGROUND INFORMATION

Attached for Board review is the Lease Agreement with Cathedral of Joy. The Lease Agreement has been reviewed and approved as to form by the Prosecuting Attorney's office.

The Lease Agreement allows the Cathedral of Joy to hold their annual Fund Raiser and Silent Auction in Building 2 on April 26, 2008.

Compensation potentially represents a greater than 50% discount of the normal rental rate for the facilities being leased.

The County Administrator recommends approval of the Lease Agreement with the Cathedral of Joy.

RECOMMENDATION

Move the Lease Agreement with the Cathedral of Joy be approved.

RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON**

**IN THE MATTER OF APPROVING THE LEASE AGREEMENT BETWEEN THE
BENTON COUNTY FAIRGROUNDS AND THE CATHEDRAL OF JOY**

WHEREAS, the Cathedral of Joy will provide the Benton County Fairgrounds \$1,040.00 to hold a Fund Raiser and Silent Auction in Building 2 on April 26, 2008; and

WHEREAS, compensation potentially represents a greater than 50% discount of the normal rental rate for the facilities being leased, and per Resolution 07-870, the agreement must be approved by the Board of Benton County Commissioners; and

WHEREAS, the Benton County Administrator recommends the Cathedral of Joy Lease Agreement be approved; **NOW THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, that the Lease Agreement with the Cathedral of Joy shall be granted; and

BE IT FURTHER RESOLVED that the Board authorizes the Chairman of the Board to sign the Lease Agreement with the Cathedral of Joy.

Dated this _____ day of _____ 2008.

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

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

BENTON COUNTY FAIRGROUNDS

1500 South Oak Street, Bldg #20

Kennewick, WA 99337

(509) 586-9211

LEASE AGREEMENT

TODAY'S DATE: **January 7, 2008**

LEASE AGREEMENT NUMBER: **019.08**

EVENT DATE(S): **April 26, 2008**

NUMBER OF DAYS: **1**

BUILDING(S) / AREA: **Building 2**

LESSEE: **Cathedral of Joy, a Washington Non-Profit Corporation**

MAILING ADDRESS: **1153 Gage Blvd, Richland, WA 99352**

CONTACT: **Cynthia Prezler, Associate Pastor**

WORK PHONE: **627-1109** CELLULAR PHONE: **528-6813**

TIME OF THE EVENT: **7:00 pm – 11:00 pm**

TYPE OF EVENT: **Fund Raiser Dinner and Silent Auction**

ESTIMATED ATTENDANCE: **450**

SELLING TICKETS: YES NO **X**

THIS LEASE (AGREEMENT) is entered into effective upon the signature of both parties, between Cathedral of Joy (LESSEE) and BENTON COUNTY, a municipal corporation authorized under the laws of the State of Washington, operating the Benton County Fairgrounds (LESSOR).

1. EVENT

a. FUND RAISER DINNER AND SILENT AUCTION IN BUILDING 2 ON APRIL 26, 2008 FROM 7:00 PM UNTIL 12:00 AM WITH AN ESTIMATED ATTENDANCE OF 450 PEOPLE, hereafter referred to as the EVENT.

2. FACILITIES LEASED FOR THE EVENT

a. LESSEE agrees to lease the buildings and grounds, equipment and services specified in Exhibit A (Attached) (collectively the Facilities) to hold EVENT on the date(s) specified on the cover hereto. In addition to said date(s), LESSEE desires and further agrees to lease said Facilities for move-in and/or move-out purposes on April 25, 2008. LESSEE WARRANTS THAT SAID FACILITIES WILL BE USED ONLY FOR LAWFUL PURPOSES NECESSARY TO SUPPORT THE EVENT.

3. PAYMENTS

a. In consideration for the license to hold the EVENT, LESSEE agrees to pay LESSOR the FEE of \$ 1,040.00 (less damage/cleaning deposit if previously paid) for use of the Facilities as detailed in Exhibit A, no later than April 10, 2008. If the fee is not made by said date, this Agreement will be null and void unless otherwise agreed to in writing by LESSOR. Upon such termination, LESSEE shall be obligated to pay a cancellation fee as specified in the Benton County Fairgrounds Policies and Procedures, Paragraph #9.

4. CAMPING OVERNIGHT

a. LESSOR does not make any warranties as to suitability of campgrounds for LESSEE'S purposes or compatibility of campground infrastructure to any equipment anticipated to be used by LESSEE or participants in LESSEE'S EVENT. LESSEE is responsible for ensuring that the campgrounds, as they exist, are suitable for LESSEE'S purposes and that campground infrastructure meets the needs of LESSEE and/or participants in LESSEE'S EVENT. LESSEE may request a walk-through of the campground facilities and LESSOR shall take all reasonable steps to accommodate such a request. PROVIDED that all such walk-throughs shall be during regular business hours only, and may be by appointment only.

b. Camping on the Fairgrounds property is not permitted unless requested by LESSEE in advance when booking the EVENT. Fees, terms and conditions applicable to camping will be furnished on request and attached to a resultant lease when applicable.

5. CANCELLATION OF EVENT

a. The parties recognize that cancellations made less than 60 days prior to the first event

date will potentially cause the BCF to lose lease or rental revenue. The parties further recognize that for a number of reasons outside of the control of the parties, the actual amount of the loss is often difficult to quantify. Therefore, the parties agree to the following schedule of liquidated damages which shall become due and owing if Lessee cancels less than 60 days prior to the first day of the event:

1. If the Cancellation is made less than 60 days prior to the first event date, then Lessee shall pay 25% of the Lease fee as liquidated damages;
 2. If the cancellation is made less than 30 days prior to the first event date, then Lessee shall pay 50% of the fee as liquidated damages.
- b. The liquidated damages specified in this section may be deducted from cleaning or any other deposits retained by the BCF, and if any further amount is still due after such deduction, the Lessee may recover such amount due in the same manner as if it were seeking to recover any other sum due under this agreement, and may utilize any lawful means to do so.

6. CONCESSIONAIRES

- a. LESSEE certifies that no food or beverage concessions will be available at the EVENT and understand that it shall not provide such concession services without the prior written permission of LESSOR.

7. NOVELTIES/SOUVENIRS

- a. LESSEE warrants that there will be no novelties, souvenirs or similar merchandise sold at the EVENT.

8. DAMAGE / CLEANING DEPOSIT

- a. LESSEE must pay a damage/cleaning deposit of \$ 250.00 at the time LESSEE executes this Agreement. THIS AGREEMENT IS NOT EFFECTIVE UNTIL EXECUTED BY LESSOR AND THE DAMAGE/CLEANING DEPOSIT IS RECEIVED. Damages to the Fairgrounds' resulting from the EVENT activities will be charged to the LESSEE at replacement cost plus labor; the cost of labor not exceeding the average cost for such labor in the Tri-Cities area. Charges for repairs will be subtracted from the damage/cleaning deposit, as may any other fees specified as subject to forfeiture of the damage/cleaning deposit elsewhere in this Agreement. The remaining balance, if any, of the damage/cleaning deposit, if any, will be returned to the LESSEE in approximately ten (10) business days after the EVENT date. If the damage/cleaning deposit is less than the amount of damage, LESSEE remains liable for the balance. Neither the Benton County Fairgrounds nor Benton County assume any liability whatsoever for any loss or injury to the LESSEE or LESSEE'S property while on Benton County Fairgrounds' property.

9. INSURANCE

- a. LESSEE agrees to purchase, and maintain in force through the duration of this Agreement **commercial general liability insurance with a limit in the sum of not less than one million dollars (\$1,000,000) per occurrence for bodily injury or**

death of any one person and property damage and two million dollars (\$2,000,000) in the aggregate for bodily injury to, or death of, any number of persons and property damage. Said policy may not exclude any activities expected to be, or actually, undertaken during the EVENT or setup/takedown. Said policy shall name Benton County Fairgrounds, Benton County, its officers, directors, its elected officials, agents and employees as additional insured and shall include a provision prohibiting cancellation of said policy except after thirty (30) days prior written notice to LESSOR. A CERTIFICATE OF LIABILITY INSURANCE COVERAGE AS REQUIRED BY THIS SECTION SHALL BE DELIVERED TO THE LESSOR NO LATER THAN THIRTY (30) DAYS PRIOR TO THE FIRST DATE OF THE EVENT.

- b. LESSEE shall ensure that all caterers for the EVENT are either covered by their own insurance policies, covered by a policy purchased through LESSOR specifically for this EVENT, or added as an additional insured on LESSEE'S policy in the following amounts:
 1. If the caterer will be serving food or food items, or beverages other than alcoholic beverages of any type, then the policy must be a **commercial general liability policy which does not exclude claims for food poisoning, and must have limits of one million dollars (\$1,000,000) per incident, and two million dollars (\$2,000,000) general aggregate.**
- c. *Policies sufficient to meet these requirements are available for purchase directly through LESSOR for this EVENT only, if any such vendors are not otherwise covered by appropriate insurance.*
- d. LESSEE is responsible for enforcing the above stated insurance requirements and requiring written proof from the vendors and contractors. No later than ten (10) business days prior to the EVENT, LESSEE shall provide to LESSOR proof, in the form of unaltered ACORD insurance certificates, of insurance as required above. In the case of liquor liability and food poisoning coverage, the proof must also include applicable endorsements and/or copies of the exclusions pages to evidence that such coverage is afforded.
- e. All insurance policies required by this section shall include move-in and move-out days, as well as the event days.
- e. All insurance required by this section shall cover losses which occur during the covered period, regardless of when the claim is filed, i.e. cannot be "claims made" policies.
- f. All insurance policies required by this section shall be primary to any insurance policies or policies of self-insurance carried by LESSOR;

- g. The limits required by this section are not intended to an indication of liability nor are they to be considered limits on amount of indemnification;
- h. LESSEE SHALL PROVIDE, NO LATER THAN THIRY (30) DAYS PRIOR TO ANY EVENT COVERED BY THIS AGREEMENT, PROOF OF ALL FORMS OF INSURANCE REQUIRED IN THIS SECTION. THIS PROOF SHALL CONSIST OF A CERTIFICATE OF INSURANCE NAMING "BENTON COUNTY FAIRGROUNDS" AS CERTIFICATE HOLDER, AS WELL AS COPIES OF ALL KEY PROVISIONS, EXCLUSIONS, AND ENDORSEMENTS FROM THE POLICY INCLUDING THE REQUIRED ADDITIONAL INSURED LANGUAGE.

10. PERMITS

- a. All necessary city and/or state permits and/or licenses must be obtained and presented to LESSOR prior to the first day of the EVENT, or the first day of set up if applicable.

11. SECURITY

- a. LESSEE takes full responsibility for the safety and well being of participants while they are participating in the EVENT. LESSEE is responsible for inspecting the building and premises and ensuring that they are sufficient to provide for the safety and security of event participants. LESSOR will make all reasonable attempts to honor requests for a walk through of premises and buildings to be leased provided that such walk through will be by appointment only, during regular business hours.
- b. LESSEE shall designate a primary and secondary contact person for purposes of the EVENT. These contact persons shall be persons who have authority, during the EVENT, to direct how the EVENT is being operated, including the operations of any vendors (such as music DJs, food concessionaires, etc). Within ten (10) days following execution of this contract, LESSEE shall furnish LESSOR with these contact persons on a form provided by LESSOR including cellular telephone numbers which will allow these persons to be contacted AT ALL TIMES DURING THE OPERATION OF THE EVENT and copies of their photo ID. Depending on the size of the event, LESSEE may designate more contact persons at LESSEE'S discretion, but shall do so in writing. If event security or law enforcement officers responding to any incident at the event are unable to contact any designated contact for a period of 15 minutes or longer, then LESSOR shall have the option to terminate the EVENT and LESSEE'S license to use the facility pursuant to this Agreement.

12. SERVING ALCOHOL

- a. It is understood that no alcoholic beverages will be served at this EVENT.
- b. The LESSEE agrees to abide by and enforce within the EVENT the County Policies regarding the presence of alcohol or the use of alcoholic beverages on County leased property.

- c. LESSOR'S POLICY IS THAT NO LIQUOR BE CONSUMED BY ANY INDIVIDUAL UNDER TWENTY-ONE (21) YEARS OF AGE. VIOLATION OF THE POLICY SHALL CONSTITUTE A SUBSTANTIAL AND SIGNIFICANT BREACH OF THE AGREEMENT AND IF LESSOR LEARNS OF SUCH VIOLATION, LESSOR SHALL HAVE THE AUTHORITY TO IMMEDIATELY TERMINATE THE EVENT.

13. NOISE CONTROL

- a. Noise is considered a nuisance if it exceeds 55 decibels between the hours of 6:00 am and 8:00 pm and 45 decibels between the hours of 8:00 PM and 6:00 AM (Kennewick Municipal Code Title 9 Health Sanitation). Decibel reading will be taken at the intersection of 10th Street and Oak Street.
- b. If a reasonable complaint is received alleging excessive noise, the Lessee will be given a warning to reduce the noise level. The volume and bass must be reduced to an acceptable level and remain there. A second complaint will result in the event being continuously monitored by a BCF representative at Lessee's cost in the amount of \$100.00 per hour, which may be deducted from the damage/cleaning deposit. A third complaint will result in the event being shut down and all parties asked to leave with Lessee forfeiting all lease payments, damage/cleaning deposit and license to use the facility. A complaint which results in a citation being issued or arrest being made pursuant to Kennewick code 9.48.010 and 9.48.020, or any other applicable state or local law, shall also result in the event being shut down and all parties required to leave with Lessee forfeiting all lease payments, damage/cleaning deposit and license to use the facility.

14. TERMINATION OR AMENDMENT

- a. Unless otherwise specified herein, the LESSOR reserves the right to terminate or amend this agreement at any time by giving the LESSEE thirty (30) days written notice. Notice will be assumed to be received on the day (except Sundays) following the date when it is addressed to Lessee's address and mailed by first class and certified mail.

15. INDEMNIFICATION AND HOLD HARMLESS

- a. LESSEE agrees to defend, indemnify and hold harmless LESSOR and its elected and appointed officials employees, agents, licensees and representatives, from and against any and all suits, claims, actions, losses, costs, penalties, damages, 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 or representatives, and any of their employees) or damage to or destruction of any property (including, without limitation, LESSEE or LESSOR'S property or any other activity or omission which results in civil liability of any sort or type) in any manner caused by, resulting from incident to, connected with or arising out of LESSEE'S use of the facilities or

performance under this agreement, unless such injury, death or damage is caused by the sole negligence of LESSOR. In the event of litigation between the parties to enforce the rights under this paragraph, LESSOR shall be entitled to attorney's fee and all other costs incurred in establishing its rights. LESSEE'S obligations pursuant to this article include investigating, adjusting and defending any cause of action or claim falling within the parameters as set out in this article.

16. FAIRGROUNDS CONTACT

a. The following person(s) is the contact representative of the Benton County Fairgrounds:

Jeff	727-5703
Farrin	727-5249
Denise	727-5128

b. This person(s) may be contacted for the following reasons:

1. To access locked locations of the Fairgrounds for functions essential to the EVENT;
2. In the event of malfunction of services or equipment essential to the EVENT.

c. This person(s) SHALL be contacted (any one of them) if any of the following occurs:

1. The police department is summoned to the scene for any criminal investigation which takes place on the premises of the Fairgrounds;
2. The fire department or an ambulance is summoned to the scene for an incident involving injury or illness to a person on the premises of the Fairgrounds;
3. LESSEE is unable to ensure that all persons have left the premises of the Fairgrounds at the termination of the EVENT;
4. There is a situation such as a fire, explosion or structural failure, which results in substantial damage to LESSORS' property and/or injury to persons.

17. POLICIES AND PROCEDURES

In signing this Lease Agreement, the LESSEE signifies that said LESSEE has been provided a copy of the Policies and Procedures governing the use of the Benton County Fairgrounds and has had an opportunity to review those policies and procedures. The parties agree that the provisions contained within the Policies and Procedures manual are hereby incorporated into this Agreement and any violation of such provisions shall constitute a breach of this Lease Agreement.

I, Cynthia Prezler, Associate Pastor (name and job title/position) have read and fully understand this Agreement. I hereby certify that I have the authority to bind Cathedral of Joy to the terms and conditions set forth herein. In the event I do not have the authority, I acknowledge and agree that I shall be personally liable for any payments due under this Agreement and for any breach that occurs under the Agreement. I agree to abide by the conditions set forth in this Lease Agreement and assume the responsibility for enforcing these policies.

LESSEE: Cathedral of Joy

LESSOR: BENTON COUNTY

BY: Cindie Prezler
Date: 4-8-08

BY: _____
Chairman of the Board

Name: Cynthia Prezler
Title: Associate Pastor

Date: _____

Approved as to form:

BY: [Signature]
Civil Deputy Prosecutor

NAME: Cathedral of Joy

EVENT DATE: April 26, 2008

SUMMARY OF FEE(S)

Damage/Cleaning Deposit	\$ <u>250.00</u>
Building(s)/Area Fees	\$ <u>790.00</u>
Equipment Fees	\$ <u>0</u>
Insurance Fees	\$ <u>0</u>
Security Fees	\$ <u>0</u>
Refuse Disposal Fees	\$ <u>0</u>
Other Fees	\$ <u>0</u>

TOTAL FEE: \$ 1,040.00

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>04/14/08</u> Subject: <u>Rada Rabbits & Cavies 4-H Youth Club</u> Prepared by: <u>dgg</u> Reviewed by: <u>lji/lsk</u>	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Board Direction	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Workshop

b

BACKGROUND INFORMATION

Attached for Board review is the Lease Agreement with Rada Rabbits & Cavies 4-H Youth Club. The Lease Agreement has been reviewed and approved as to form by the Prosecuting Attorney's office.

The Lease Agreement allows the Rada Rabbits & Cavies 4-H Youth Club to hold their annual Rabbit Show in Building 2 on April 19, 2008.

Compensation potentially represents a greater than 50% discount of the normal rental rate for the facilities being leased.

The County Administrator recommends approval of the Lease Agreement with the Rada Rabbits & Cavies 4-H Youth Club.

RECOMMENDATION

Move the Lease Agreement with the Rada Rabbits & Cavies 4-H Youth Club be approved.

RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON**

**IN THE MATTER OF APPROVING THE LEASE AGREEMENT BETWEEN THE
BENTON COUNTY FAIRGROUNDS AND THE RADA RABBITS & CAVIES 4-H
YOUTH CLUB**

WHEREAS, the Rada Rabbits & Cavies 4-H Youth Club will provide the Benton County Fairgrounds \$1,205.00 to hold a Rabbit Show in Building 2 on April 19, 2008; and

WHEREAS, compensation potentially represents a greater than 50% discount of the normal rental rate for the facilities being leased, and per Resolution 07-870, the agreement must be approved by the Board of Benton County Commissioners; and

WHEREAS, the Benton County Administrator recommends the Rada Rabbits & Cavies 4-H Youth Club Lease Agreement be approved; **NOW THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, that the Lease Agreement with the Rada Rabbits & Cavies 4-H Youth Club shall be granted; and

BE IT FURTHER RESOLVED that the Board authorizes the Chairman of the Board to sign the Lease Agreement with the Rada Rabbits & Cavies 4-H Youth Club.

Dated this _____ day of _____ 2008. ,

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

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

BENTON COUNTY FAIRGROUNDS

1500 South Oak Street, Bldg #20

Kennewick, WA 99337

(509) 586-9211

LEASE AGREEMENT

TODAY'S DATE: **January 7, 2008**

LEASE AGREEMENT NUMBER: **016.08**

EVENT DATE(S): **April 19, 2008**

NUMBER OF DAYS: **1**

BUILDING(S) / AREA: **Building 2**

LESSEE: **Rada Rabbits & Cavies 4-H Youth Club**

MAILING ADDRESS: **1308 Roberdeau St, Richland, WA 99354**

CONTACT: **Aggie Mowry, 4-H Leader**

CELLULAR PHONE: **430-4204**

TIME OF THE EVENT: **7:00 am – 4:00 pm**

TYPE OF EVENT: **Rabbit Show**

ESTIMATED ATTENDANCE: **200**

SELLING TICKETS: YES NO X

THIS LEASE (AGREEMENT) is entered into effective upon the signature of both parties, between Rada Rabbits & Cavies 4-H Youth Club (LESSEE) and BENTON COUNTY, a municipal corporation authorized under the laws of the State of Washington, operating the Benton County Fairgrounds (LESSOR).

1. **EVENT**

- a. RABBIT SHOW IN BUILDING 2 ON APRIL 19, 2008 FROM 7:00 AM UNTIL 4:00 PM WITH AN ESTIMATED ATTENDANCE OF 200 PEOPLE, hereafter referred to as the EVENT.

2. **FACILITIES LEASED FOR THE EVENT**

- a. LESSEE agrees to lease the buildings and grounds, equipment and services specified in Exhibit A (Attached) (collectively the Facilities) to hold EVENT on the date(s) specified on the cover hereto. In addition to said date(s), LESSEE desires and further agrees to lease said Facilities for move-in and/or move-out purposes on April 18, 2008. LESSEE WARRANTS THAT SAID FACILITIES WILL BE USED ONLY FOR LAWFUL PURPOSES NECESSARY TO SUPPORT THE EVENT.

3. **PAYMENTS**

- a. In consideration for the license to hold the EVENT, LESSEE agrees to pay LESSOR the FEE of \$ 1,205.00 (less damage/cleaning deposit if previously paid) for use of the Facilities as detailed in Exhibit A, no later than April 3, 2008. If the fee is not made by said date, this Agreement will be null and void unless otherwise agreed to in writing by LESSOR. Upon such termination, LESSEE shall be obligated to pay a cancellation fee as specified in the Benton County Fairgrounds Policies and Procedures, Paragraph #9.

4. **CAMPING OVERNIGHT**

- a. LESSOR does not make any warranties as to suitability of campgrounds for LESSEE'S purposes or compatibility of campground infrastructure to any equipment anticipated to be used by LESSEE or participants in LESSEE'S EVENT. LESSEE is responsible for ensuring that the campgrounds, as they exist, are suitable for LESSEE'S purposes and that campground infrastructure meets the needs of LESSEE and/or participants in LESSEE'S EVENT. LESSEE may request a walk-through of the campground facilities and LESSOR shall take all reasonable steps to accommodate such a request. PROVIDED that all such walk-throughs shall be during regular business hours only, and may be by appointment only.
- b. Camping on the Fairgrounds property is not permitted unless requested by LESSEE in advance when booking the EVENT. Fees, terms and conditions applicable to camping will be furnished on request and attached to a resultant lease when applicable.

5. **CANCELLATION OF EVENT**

- a. The parties recognize that cancellations made less than 60 days prior to the first event date will potentially cause the BCF to lose lease or rental revenue. The parties further recognize that for a number of reasons outside of the control of the parties, the actual amount of the loss is often difficult to quantify. Therefore, the parties agree to the following schedule of liquidated damages which shall become due and owing if Lessee cancels less than 60 days prior to the first day of the event:
1. If the Cancellation is made less than 60 days prior to the first event date, then Lessee shall pay 25% of the Lease fee as liquidated damages;
 2. If the cancellation is made less then 30 days prior to the first event date, then Lessee shall pay 50% of the fee as liquidated damages.
- b. The liquidated damages specified in this section may be deducted from cleaning or any other deposits retained by the BCF, and if any further amount is still due after such deduction, the Lessee may recover such amount due in the same manner as if it were seeking to recover any other sum due under this agreement, and may utilize any lawful means to do so.

6. **CONCESSIONAIRES**

- a. LESSEE certifies that no food or beverage concessions will be available at the EVENT and understand that it shall not provide such concession services without the prior written permission of LESSOR.

7. **NOVELTIES/SOUVENIRS**

- a. LESSEE warrants that there will be no novelties, souvenirs or similar merchandise sold at the EVENT.

8. **DAMAGE / CLEANING DEPOSIT**

- a. LESSEE must pay a damage/cleaning deposit of \$ 250.00 at the time LESSEE executes this Agreement. THIS AGREEMENT IS NOT EFFECTIVE UNTIL EXECUTED BY LESSOR AND THE DAMAGE/CLEANING DEPOSIT IS RECEIVED. Damages to the Fairgrounds' resulting from the EVENT activities will be charged to the LESSEE at replacement cost plus labor; the cost of labor not exceeding the average cost for such labor in the Tri-Cities area. Charges for repairs will be subtracted from the damage/cleaning deposit, as may any other fees specified as subject to forfeiture of the damage/cleaning deposit elsewhere in this Agreement. The remaining balance, if any, of the damage/cleaning deposit, if any, will be returned to the LESSEE in approximately ten (10) business days after the EVENT date. If the damage/cleaning deposit is less than the amount of damage, LESSEE remains liable for the balance. Neither the Benton County Fairgrounds nor Benton County assume any liability whatsoever for any loss or injury to the LESSEE or LESSEE'S property while on Benton County Fairgrounds' property.

9. **INSURANCE**

- a. LESSEE agrees to provide, and maintain in force through the duration of this Agreement **general liability insurance with a limit in the sum of not less than one million dollars (\$1,000,000) per occurrence for bodily injury or death of any one person and property damage and two million dollars (\$2,000,000) in the aggregate for bodily injury to, or death of, any number of persons and property damage. Said policy may not exclude any activities expected to be, or actually, undertaken during the EVENT or setup/takedown.**
- b. LESSEE will provide an additional insured form in which said policy shall name Benton County Fairgrounds, Benton County, its officers, directors, its elected officials, agents and employees as additional insured and shall include a provision prohibiting cancellation of said policy except after thirty (30) days prior written notice to LESSOR.
- a. All insurance required by this section shall cover losses which occur during the covered period, regardless of when the claim is filed, i.e. cannot be "claims made" policies.
- b. All insurance policies required by this section shall be primary to any insurance policies or policies of self-insurance carried by LESSOR;
- c. The limits required by this section are not intended to an indication of liability nor are they to be considered limits on amount of indemnification;
- d. LESSEE SHALL PROVIDE, NO LATER THAN THIRY (30) DAYS PRIOR TO ANY EVENT COVERED BY THIS AGREEMENT, PROOF OF ALL FORMS OF INSURANCE REQUIRED IN THIS SECTION. THIS PROOF SHALL CONSIST OF A CERTIFICATE OF INSURANCE NAMING "BENTON COUNTY FAIRGROUNDS" AS CERTIFICATE HOLDER, AS WELL AS COPIES OF ALL KEY PROVISIONS, EXCLUSIONS, AND ENDORSEMENTS FROM THE POLICY INCLUDING THE REQUIRED ADDITIONAL INSURED LANGUAGE.

10. **PERMITS**

- a. All necessary city and/or state permits and/or licenses must be obtained and presented to LESSOR prior to the first day of the EVENT, or the first day of set up if applicable.

11. **SECURITY**

- a. LESSEE takes full responsibility for the safety and well being of participants while they are participating in the EVENT. LESSEE is responsible for inspecting the building and premises and ensuring that they are sufficient to provide for the safety and security of event participants. LESSOR will make all reasonable attempts to honor requests for a walk through of premises and buildings to be leased provided that such walk through will be by appointment only, during regular business hours.

- b. LESSEE shall designate a primary and secondary contact person for purposes of the EVENT. These contact persons shall be persons who have authority, during the EVENT, to direct how the EVENT is being operated, including the operations of any vendors (such as music DJs, food concessionaires, etc). Within ten (10) days following execution of this contract, LESSEE shall furnish LESSOR with these contact persons on a form provided by LESSOR including cellular telephone numbers which will allow these persons to be contacted AT ALL TIMES DURING THE OPERATION OF THE EVENT and copies of their photo ID. Depending on the size of the event, LESSEE may designate more contact persons at LESSEE'S discretion, but shall do so in writing. If event security or law enforcement officers responding to any incident at the event are unable to contact any designated contact for a period of 15 minutes or longer, then LESSOR shall have the option to terminate the EVENT and LESSEE'S license to use the facility pursuant to this Agreement.

12. SERVING ALCOHOL

- a. It is understood that no alcoholic beverages will be served at this EVENT.
- b. The LESSEE agrees to abide by and enforce within the EVENT the County Policies regarding the presence of alcohol or the use of alcoholic beverages on County leased property.
- c. LESSOR'S POLICY IS THAT NO LIQUOR BE CONSUMED BY ANY INDIVIDUAL UNDER TWENTY-ONE (21) YEARS OF AGE. VIOLATION OF THE POLICY SHALL CONSTITUTE A SUBSTANTIAL AND SIGNIFICANT BREACH OF THE AGREEMENT AND IF LESSOR LEARNS OF SUCH VIOLATION, LESSOR SHALL HAVE THE AUTHORITY TO IMMEDIATELY TERMINATE THE EVENT.

13. NOISE CONTROL

- a. Noise is considered a nuisance if it exceeds 55 decibels between the hours of 6:00 am and 8:00 pm and 45 decibels between the hours of 8:00 PM and 6:00 AM (Kennewick Municipal Code Title 9 Health Sanitation). Decibel reading will be taken at the intersection of 10th Street and Oak Street.
- b. If a reasonable complaint is received alleging excessive noise, the Lessee will be given a warning to reduce the noise level. The volume and bass must be reduced to an acceptable level and remain there. A second complaint will result in the event being continuously monitored by a BCF representative at Lessee's cost in the amount of \$100.00 per hour, which may be deducted from the damage/cleaning deposit. A third complaint will result in the event being shut down and all parties asked to leave with Lessee forfeiting all lease payments, damage/cleaning deposit and license to use the facility. A complaint which results in a citation being issued or arrest being made pursuant to Kennewick code 9.48.010 and 9.48.020, or any other applicable state or local law, shall also result in the event being shut down and all parties required to

leave with Lessee forfeiting all lease payments, damage/cleaning deposit and license to use the facility.

14. TERMINATION OR AMENDMENT

- a. Unless otherwise specified herein, the LESSOR reserves the right to terminate or amend this agreement at any time by giving the LESSEE thirty (30) days written notice. Notice will be assumed to be received on the day (except Sundays) following the date when it is addressed to Lessee's address and mailed by first class and certified mail.

15. INDEMNIFICATION AND HOLD HARMLESS

- a. LESSEE agrees to defend, indemnify and hold harmless LESSOR and its elected and appointed officials employees, agents, licensees and representatives, from and against any and all suits, claims, actions, losses, costs, penalties, damages, 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 or representatives, and any of their employees) or damage to or destruction of any property (including, without limitation, LESSEE or LESSOR'S property or any other activity or omission which results in civil liability of any sort or type) in any manner caused by, resulting from incident to, connected with or arising out of LESSEE'S use of the facilities or performance under this agreement, unless such injury, death or damage is caused by the sole negligence of LESSOR. In the event of litigation between the parties to enforce the rights under this paragraph, LESSOR shall be entitled to attorney's fee and all other costs incurred in establishing its rights. LESSEE'S obligations pursuant to this article include investigating, adjusting and defending any cause of action or claim falling within the parameters as set out in this article.

16. FAIRGROUNDS CONTACT

- a. The following person(s) is the contact representative of the Benton County Fairgrounds:

Jeff	727-5703
Farrin	727-5249
Denise	727-5128

- b. This person(s) may be contacted for the following reasons:
 - 1. To access locked locations of the Fairgrounds for functions essential to the EVENT;
 - 2. In the event of malfunction of services or equipment essential to the EVENT.
- c. This person(s) SHALL be contacted (any one of them) if any of the following occurs:
 - 1. The police department is summoned to the scene for any criminal investigation which takes place on the premises of the Fairgrounds;
 - 2. The fire department or an ambulance is summoned to the scene for an incident involving injury or illness to a person on the premises of the Fairgrounds;

3. LESSEE is unable to ensure that all persons have left the premises of the Fairgrounds at the termination of the EVENT;
4. There is a situation such as a fire, explosion or structural failure, which results in substantial damage to LESSORS' property and/or injury to persons.

19. POLICIES AND PROCEDURES

In signing this Lease Agreement, the LESSEE signifies that said LESSEE has been provided a copy of the Policies and Procedures governing the use of the Benton County Fairgrounds and has had an opportunity to review those policies and procedures. The parties agree that the provisions contained within the Policies and Procedures manual are hereby incorporated into this Agreement and any violation of such provisions shall constitute a breach of this Lease Agreement.

I, Aggie Mowry, 4-H Leader (name and job title/position) have read and fully understand this Agreement. I hereby certify that I have the authority to bind Rada Rabbits & Cavies 4-H Youth Club to the terms and conditions set forth herein. In the event I do not have the authority, I acknowledge and agree that I shall be personally liable for any payments due under this Agreement and for any breach that occurs under the Agreement. I agree to abide by the conditions set forth in this Lease Agreement and assume the responsibility for enforcing these policies.

**LESSEE: Rada Rabbits & Cavies
4-H Youth Club**

BY: Aggie Mowry
Date: 4/8/08

Name: AGGIE Mowry
Title: LEADER

LESSOR: BENTON COUNTY

BY: _____
Chairman of the Board

Date: _____

Approved as to form:

BY: [Signature]
Civil Deputy Prosecutor

NAME: Rada Rabbits & Cavies 4-H Youth Club

EVENT DATE: April 19, 2008

SUMMARY OF FEE(S)

Damage/Cleaning Deposit	\$ <u>250.00</u>
Building(s)/Area Fees	\$ <u>625.00</u>
Equipment Fees	\$ <u>330.00</u>
Insurance Fees	\$ <u>0</u>
Security Fees	\$ <u>0</u>
Refuse Disposal Fees	\$ <u>0</u>
Other Fees	\$ <u>0</u>

TOTAL FEE: \$ 1,205.00

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>04/14/08</u> Subject: <u>Lakeside Gem & Mineral Club, Inc.</u> Prepared by: <u>dgg</u> Reviewed by: <u>lji/lsk</u>	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Board Direction	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Workshop



BACKGROUND INFORMATION

Attached for Board review is the Lease Agreement with Lakeside Gem & Mineral Club, Inc. The Lease Agreement has been reviewed and approved as to form by the Prosecuting Attorney's office.

The Lease Agreement allows the Lakeside Gem & Mineral Club to hold their annual Gem and Mineral Show in Building 1 on April 19-20, 2008.

Compensation potentially represents a greater than 50% discount of the normal rental rate for the facilities being leased.

The County Administrator recommends approval of the Lease Agreement with the Lakeside Gem & Mineral Club, Inc.

RECOMMENDATION

Move the Lease Agreement with the Lakeside Gem & Mineral Club, Inc. be approved.

RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON**

**IN THE MATTER OF APPROVING THE LEASE AGREEMENT BETWEEN THE
BENTON COUNTY FAIRGROUNDS AND THE LAKESIDE GEM & MINERAL CLUB,
INC.**

WHEREAS, the Lakeside Gem & Mineral Club, Inc. will provide the Benton County Fairgrounds \$865.00 to hold a Gem and Mineral Show in Building 1 on April 19-20, 2008; and

WHEREAS, compensation potentially represents a greater than 50% discount of the normal rental rate for the facilities being leased, and per Resolution 07-870, the agreement must be approved by the Board of Benton County Commissioners; and

WHEREAS, the Benton County Administrator recommends the Lakeside Gem & Mineral Club, Inc. Lease Agreement be approved; **NOW THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, that the Lease Agreement with the Lakeside Gem & Mineral Club, Inc. shall be granted; and

BE IT FURTHER RESOLVED that the Board authorizes the Chairman of the Board to sign the Lease Agreement with the Lakeside Gem & Mineral Club, Inc.

Dated this _____ day of _____ 2008.

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

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

BENTON COUNTY FAIRGROUNDS

1500 South Oak Street, Bldg #20
Kennewick, WA 99337
(509) 586-9211

LEASE AGREEMENT

TODAY'S DATE: **January 7, 2008**

LEASE AGREEMENT NUMBER: **017.08**

EVENT DATE(S): **April 19-20, 2008**

NUMBER OF DAYS: **2**

BUILDING(S) / AREA: **Building 1**

LESSEE: **Lakeside Gem & Mineral Club, Inc.,
a Washington Non-Profit Corporation**

MAILING ADDRESS: **99509 E Brandon Dr., Kennewick, WA 99338**

CONTACT: **Evelyn Cataldo, Director**

HOME PHONE: **628-0170** WORK PHONE: **737-3114**
CELLULAR PHONE: **531-4740**

TIME OF THE EVENT: **Saturday 10:00 am – 5:00 pm; Sunday 10:00 am – 4:00 pm**

TYPE OF EVENT: **Gem and Mineral Show**

ESTIMATED ATTENDANCE: **1200 over the course of the event**

SELLING TICKETS: YES **X** NO
IF YES, TICKET OUTLET(S): **At the door**

THIS LEASE (AGREEMENT) is entered into effective upon the signature of both parties, between Lakeside Gem and Mineral Club, Inc. (LESSEE) and BENTON COUNTY, a municipal corporation authorized under the laws of the State of Washington, operating the Benton County Fairgrounds (LESSOR).

1. EVENT

- a. GEM AND MINERAL SHOW IN BUILDING 1 ON APRIL 19 – 20, 2008 FROM 10:00 AM UNTIL 5:00 PM ON SATURDAY AND 10:00 AM UNTIL 4:00 PM ON SUNDAY WITH AN ESTIMATED ATTENDANCE OF 1200 PEOPLE OVER THE COURSE OF THE EVENT, hereafter referred to as the EVENT.

2. FACILITIES LEASED FOR THE EVENT

- a. LESSEE agrees to lease the buildings and grounds, equipment and services specified in Exhibit A (Attached) (collectively the Facilities) to hold EVENT on the date(s) specified on the cover hereto. In addition to said date(s), LESSEE desires and further agrees to lease said Facilities for move-in and/or move-out purposes on April 18, 2008. LESSEE WARRANTS THAT SAID FACILITIES WILL BE USED ONLY FOR LAWFUL PURPOSES NECESSARY TO SUPPORT THE EVENT.

3. PAYMENTS

- a. In consideration for the license to hold the EVENT, LESSEE agrees to pay LESSOR the FEE of \$ 865.00 (less damage/cleaning deposit if previously paid) for use of the Facilities as detailed in Exhibit A, no later than April 4, 2008. If the fee is not made by said date, this Agreement will be null and void unless otherwise agreed to in writing by LESSOR. Upon such termination, LESSEE shall be obligated to pay a cancellation fee as specified in the Benton County Fairgrounds Policies and Procedures, Paragraph #9.

4. CAMPING OVERNIGHT

- a. LESSOR does not make any warranties as to suitability of campgrounds for LESSEE'S purposes or compatibility of campground infrastructure to any equipment anticipated to be used by LESSEE or participants in LESSEE'S EVENT. LESSEE is responsible for ensuring that the campgrounds, as they exist, are suitable for LESSEE'S purposes and that campground infrastructure meets the needs of LESSEE and/or participants in LESSEE'S EVENT. LESSEE may request a walk-through of the campground facilities and LESSOR shall take all reasonable steps to accommodate such a request. PROVIDED that all such walk-throughs shall be during regular business hours only, and may be by appointment only.
- b. A \$10.00 fee per day per tent/camper applies to units hooked up to water and electricity. A \$6.00 per day per tent/camper applies to units that do not hook up to water and electricity. LESSEE is responsible for collecting all camping fees. Camping fees must be turned into the Fairgrounds Administrative Office no later than two (2) business days after the EVENT. If payment is not received by such date, the entire otherwise refundable balance of the LESSEE'S damage/cleaning deposit will

be forfeited. IF THE REFUNDABLE PORTION OF THE DAMAGE/CLEANING DEPOSIT IS LESS THAN THE AMOUNT OF CAMPING FEES DUE, LESSEE REMAINS LIABLE FOR THE BALANCE OF THE CAMPING FEES. (Further details may be included in Exhibit A.)

5. CANCELLATION OF EVENT

- a. The parties recognize that cancellations made less than 60 days prior to the first event date will potentially cause the BCF to lose lease or rental revenue. The parties further recognize that for a number of reasons outside of the control of the parties, the actual amount of the loss is often difficult to quantify. Therefore, the parties agree to the following schedule of liquidated damages which shall become due and owing if Lessee cancels less than 60 days prior to the first day of the event:
 - 1. If the Cancellation is made less than 60 days prior to the first event date, then Lessee shall pay 25% of the Lease fee as liquidated damages;
 - 2. If the cancellation is made less then 30 days prior to the first event date, then Lessee shall pay 50% of the fee as liquidated damages.
- b. The liquidated damages specified in this section may be deducted from cleaning or any other deposits retained by the BCF, and if any further amount is still due after such deduction, the Lessee may recover such amount due in the same manner as if it were seeking to recover any other sum due under this agreement, and may utilize any lawful means to do so.

6. CONCESSIONAIRES

- a. LESSEE and LESSOR agree that LESSEE may arrange for food and/or beverage service CONCESSIONAIRE(S) at the EVENT. LESSOR is entitled to 0 of the revenues generated by such CONCESSIONAIRE(S).
- b. LESSEE may arrange for food and/or beverage service CONCESSIONAIRE(S) at the EVENT on the following conditions:
 - 1. Any concessionaires shall be fully licensed under all applicable state and local laws to serve whatever food or beverage they intend to sell;
 - 2. Any concessionaires who serve food or drink other than alcoholic beverages must procure commercial general liability insurance, appropriate for the food service industry, which does not exclude any of the hazards common to vendors in the food service industry. Such policy must specifically insure against claims resulting from bodily injury, illness or death due to foodborne pathogens. The policy must have a minimum liability limit of \$1 million per person or incident. Policies shall name Lessee, as well as Lessor, as additional insureds.
 - 3. LESSEE shall ensure that all concessionaires have insurance policies as required herein, and must provide copies of certificates of insurance and the necessary endorsement pages to prove compliance with additional insured requirements, for said policies to LESSOR prior to the first date during which such concessionaires plan on doing business at the event. In the event that LESSEE fails to provide a certificate of insurance as required by this paragraph for any concessionaire

planning to do business at the event, then that concessionaire shall be barred from doing business anywhere on fairgrounds property.

- c. Permitting unlicensed vendors or vendors who are not insured as required in this article to do business on the fairgrounds property during any event or events shall constitute a breach of this agreement.

7. **NOVELTIES/SOUVENIRS**

- a. LESSEE agrees to pay 0 of all novelty, souvenir and merchandise gross revenues (minus sales tax) to the LESSOR for the duration of the EVENT.
- b. LESSEE may sell novelty, souvenir and similar merchandise at the EVENT and may contract with vendors for this purpose, and may contract with such other vendors as it finds necessary to conduct the Event provided that any vendors doing business at the site of the Event must comply with the following requirements:
 1. All vendors must be licensed to conduct business as vendors selling whatever merchandise they plan on selling, or providing such equipment/services as they plan on providing pursuant to all state and local laws.
- c. Permitting unlicensed vendors to do business on the fairgrounds property during any event or events shall constitute a breach of this agreement.

8. **DAMAGE / CLEANING DEPOSIT**

- a. LESSEE must pay a damage/cleaning deposit of \$ 250.00 at the time LESSEE executes this Agreement. THIS AGREEMENT IS NOT EFFECTIVE UNTIL EXECUTED BY LESSOR AND THE DAMAGE/CLEANING DEPOSIT IS RECEIVED. Damages to the Fairgrounds' resulting from the EVENT activities will be charged to the LESSEE at replacement cost plus labor; the cost of labor not exceeding the average cost for such labor in the Tri-Cities area. Charges for repairs will be subtracted from the damage/cleaning deposit, as may any other fees specified as subject to forfeiture of the damage/cleaning deposit elsewhere in this Agreement. The remaining balance, if any, of the damage/cleaning deposit, if any, will be returned to the LESSEE in approximately ten (10) business days after the EVENT date. If the damage/cleaning deposit is less than the amount of damage, LESSEE remains liable for the balance. Neither the Benton County Fairgrounds nor Benton County assume any liability whatsoever for any loss or injury to the LESSEE or LESSEE'S property while on Benton County Fairgrounds' property.

9. **INSURANCE**

- a. LESSEE agrees to purchase, and maintain in force through the duration of this Agreement **commercial general liability insurance with a limit in the sum of not less than one million dollars (\$1,000,000) per occurrence for bodily injury or death of any one person and property damage and two million dollars (\$2,000,000) in the aggregate for bodily injury to, or death of, any number of persons and property damage.** Said policy may not exclude any activities expected to be, or actually, undertaken during the EVENT or setup/takedown. Said policy shall name Benton County Fairgrounds, Benton County, its officers, directors, its elected officials, agents and employees as additional insured and shall include a provision prohibiting cancellation of said policy except after thirty (30) days

prior written notice to LESSOR. A CERTIFICATE OF LIABILITY INSURANCE COVERAGE AS REQUIRED BY THIS SECTION SHALL BE DELIVERED TO THE LESSOR NO LATER THAN THIRTY (30) DAYS PRIOR TO THE FIRST DATE OF THE EVENT.

- b. LESSEE shall ensure that all food vendors for the EVENT are either covered by their own insurance policies, covered by a policy purchased through LESSOR specifically for this EVENT, or added as an additional insured on LESSEE'S policy in the following amounts:
 1. If the vendor will be serving food or food items, or beverages other than alcoholic beverages of any type, then the policy must be a **commercial general liability policy which does not exclude claims for food poisoning, and must have limits of one million dollars (\$1,000,000) per incident, and two million dollars (\$2,000,000) general aggregate.**
- c. *Policies sufficient to meet these requirements are available for purchase directly through LESSOR for this EVENT only, if any such vendors are not otherwise covered by appropriate insurance.*
- d. LESSEE is responsible for enforcing the above stated insurance requirements and requiring written proof from the vendors and contractors. No later than ten (10) business days prior to the EVENT, LESSEE shall provide to LESSOR proof, in the form of unaltered ACORD insurance certificates, of insurance as required above. In the case of liquor liability and food poisoning coverage, the proof must also include applicable endorsements and/or copies of the exclusions pages to evidence that such coverage is afforded.
- e. All insurance policies required by this section shall include move-in and move days, as well as the event days.
- f. All insurance required by this section shall cover losses which occur during the covered period, regardless of when the claim is filed, i.e. cannot be "claims made" policies.
- g. All insurance policies required by this section shall be primary to any insurance policies or policies of self-insurance carried by LESSOR;
- h. The limits required by this section are not intended to an indication of liability nor are they to be considered limits on amount of indemnification;
- i. LESSEE SHALL PROVIDE, NO LATER THAN THIRY (30) DAYS PRIOR TO ANY EVENT COVERED BY THIS AGREEMENT, PROOF OF ALL FORMS OF INSURANCE REQUIRED IN THIS SECTION. THIS PROOF SHALL CONSIST OF A CERTIFICATE OF INSURANCE NAMING "BENTON COUNTY FAIRGROUNDS" AS CERTIFICATE HOLDER, AS WELL AS COPIES OF ALL

KEY PROVISIONS, EXCLUSIONS, AND ENDORSEMENTS FROM THE POLICY INCLUDING THE REQUIRED ADDITIONAL INSURED LANGUAGE.

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- a. All necessary city and/or state permits and/or licenses must be obtained and presented to LESSOR prior to the first day of the EVENT, or the first day of set up if applicable.

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- a. LESSEE takes full responsibility for the safety and well being of participants while they are participating in the EVENT. LESSEE is responsible for inspecting the building and premises and ensuring that they are sufficient to provide for the safety and security of event participants. LESSOR will make all reasonable attempts to honor requests for a walk through of premises and buildings to be leased provided that such walk through will be by appointment only, during regular business hours.
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- a. It is understood that no alcoholic beverages will be served at this EVENT.
- b. The LESSEE agrees to abide by and enforce within the EVENT the County Policies regarding the presence of alcohol or the use of alcoholic beverages on County leased property.
- c. LESSOR'S POLICY IS THAT NO LIQUOR BE CONSUMED BY ANY INDIVIDUAL UNDER TWENTY-ONE (21) YEARS OF AGE. VIOLATION OF THE POLICY SHALL CONSTITUTE A SUBSTANTIAL AND SIGNIFICANT BREACH OF THE AGREEMENT AND IF LESSOR LEARNS OF SUCH VIOLATION, LESSOR SHALL HAVE THE AUTHORITY TO IMMEDIATELY TERMINATE THE EVENT.

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- b. If a reasonable complaint is received alleging excessive noise, the Lessee will be given a warning to reduce the noise level. The volume and bass must be reduced to an acceptable level and remain there. A second complaint will result in the event being continuously monitored by a BCF representative at Lessee's cost in the amount of \$100.00 per hour, which may be deducted from the damage/cleaning deposit. A third complaint will result in the event being shut down and all parties asked to leave with Lessee forfeiting all lease payments, damage/cleaning deposit and license to use the facility. A complaint which results in a citation being issued or arrest being made pursuant to Kennewick code 9.48.010 and 9.48.020, or any other applicable state or local law, shall also result in the event being shut down and all parties required to leave with Lessee forfeiting all lease payments, damage/cleaning deposit and license to use the facility.

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- a. Unless otherwise specified herein, the LESSOR reserves the right to terminate or amend this agreement at any time by giving the LESSEE thirty (30) days written notice. Notice will be assumed to be received on the day (except Sundays) following the date when it is addressed to Lessee's address and mailed by first class and certified mail.

15. INDEMNIFICATION AND HOLD HARMLESS

- a. LESSEE agrees to defend, indemnify and hold harmless LESSOR and its elected and appointed officials employees, agents, licensees and representatives, from and against any and all suits, claims, actions, losses, costs, penalties, damages, 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 or representatives, and any of their employees) or damage to or destruction of any property (including, without limitation, LESSEE or LESSOR'S property or any other activity or omission which results in civil liability of any sort or type) in any manner caused by, resulting from incident to, connected with or arising out of LESSEE'S use of the facilities or performance under this agreement, unless such injury, death or damage is caused by the sole negligence of LESSOR. In the event of litigation between the parties to enforce the rights under this paragraph, LESSOR shall be entitled to attorney's fee and all other costs incurred in establishing its rights. LESSEE'S obligations pursuant to this article include investigating, adjusting and defending any cause of action or claim falling within the parameters as set out in this article.

16. ATTENDANCE

- a. In any literature provided to attendees and any tickets sold, LESSEE shall prominently state, in writing, a warning that unruly persons, persons who are suspected of engaging in criminal activity, visibly intoxicated persons, and persons who, by dress in "gang colors", use of hand signals, or use of language, clearly exhibit their affiliation with a criminal gang, are not welcome at the EVENT and may be removed from the premises at any time. If it is not possible to include this admonition in EVENT literature or tickets, or if no EVENT literature or tickets will be produced or utilized, then LESSEE shall post signs stating this, at all entrances open to participants, in 24 point type or larger, in black, on a white background, at a location which is conspicuous and reasonably calculated to be seen by all persons entering.
- b. LESSEE shall inform security personnel immediately if they are made aware of people who fit the criteria of people who should be removed from the EVENT, and under any circumstances shall not interfere with the efforts of security personnel to remove such persons.

17. FAIRGROUNDS CONTACT

- a. The following person(s) is the contact representative of the Benton County Fairgrounds:

Jeff	727-5703
Farrin	727-5249
Denise	727-5128

- b. This person(s) may be contacted for the following reasons:
 - 1. To access locked locations of the Fairgrounds for functions essential to the EVENT;
 - 2. In the event of malfunction of services or equipment essential to the EVENT.
- c. This person(s) SHALL be contacted (any one of them) if any of the following occurs:
 - 1. The police department is summoned to the scene for any criminal investigation which takes place on the premises of the Fairgrounds;
 - 2. The fire department or an ambulance is summoned to the scene for an incident involving injury or illness to a person on the premises of the Fairgrounds;
 - 3. LESSEE is unable to ensure that all persons have left the premises of the Fairgrounds at the termination of the EVENT;
 - 4. There is a situation such as a fire, explosion or structural failure, which results in substantial damage to LESSORS' property and/or injury to persons.

18. POLICIES AND PROCEDURES

In signing this Lease Agreement, the LESSEE signifies that said LESSEE has been provided a copy of the Policies and Procedures governing the use of the Benton County Fairgrounds and has had an opportunity to review those policies and procedures. The parties agree that the provisions

contained within the Policies and Procedures manual are hereby incorporated into this Agreement and any violation of such provisions shall constitute a breach of this Lease Agreement.

I, Evelyn Cataldo, Director (name and job title/position) have read and fully understand this Agreement. I hereby certify that I have the authority to bind Lakeside Gem and Mineral Club, Inc. to the terms and conditions set forth herein. In the event I do not have the authority, I acknowledge and agree that I shall be personally liable for any payments due under this Agreement and for any breach that occurs under the Agreement. I agree to abide by the conditions set forth in this Lease Agreement and assume the responsibility for enforcing these policies.

LESSEE: Lakeside Gem and Mineral Club, Inc.

BY: Evelyn Cataldo
Date: 4/8/08

Name: Evelyn Cataldo
Title: Director

LESSOR: BENTON COUNTY

BY: _____
Chairman of the Board

Date: _____

Approved as to form:

BY: [Signature]
Civil Deputy Prosecutor

**EXHIBIT A
FEES APPLICABLE TO LESSEE'S LICENSE TO USE THE FACILITIES**

DAMAGE/CLEANING DEPOSIT

Refundable in approximately ten (10) business days after the EVENT, only if the building and/or rented area is completely clean, all garbage in dumpster(s), and tables and chairs re-stacked.

DEPOSIT TOTAL: \$ 250.00

BUILDING(S) AND/OR AREA(S) FEES

Building # 1 X 2 Days = \$ 615.00

BUILDING(S)/AREA TOTAL: \$ 615.00

EQUIPMENT RENTAL FEES

Included in building rental - 6 - Picnic Tables

EQUIPMENT RENTAL TOTAL: \$ 0

LESSOR FURNISHED INSURANCE FEES

Lessee will provide.

INSURANCE TOTAL: \$ 0

SECURITY FEES

Lessee will provide.

SECURITY TOTAL: \$ 0

REFUSE DISPOSAL FEES

Bin Size	Number	Cost	Total
4 Yard Bin	1	Included	0

REFUSE TOTAL: \$ 0

OTHER FEES

Camping Fees: \$ 10.00 per day/camper with hookups
 \$ 6.00 per day/camper without hookups

Camping fees need to be collected by the Lessee and paid to BCF within 2 business days.

NAME: Lakeside Gem and Mineral Club, Inc.

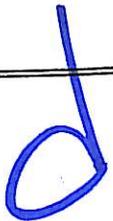
EVENT DATE: April 19 – 20, 2008

SUMMARY OF FEE(S)

Damage/Cleaning Deposit	\$ <u>250.00</u>
Building(s)/Area Fees	\$ <u>615.00</u>
Equipment Fees	\$ <u>0</u>
Insurance Fees	\$ <u>0</u>
Security Fees	\$ <u>0</u>
Refuse Disposal Fees	\$ <u>0</u>
Other Fees	\$ <u>Camping Fees</u>

TOTAL FEE: \$ 865.00
Plus Camping Fees

BENTON COUNTY
SALARY REQUEST STATEMENT



REASON FOR REQUEST Former employee returning POSITION County Designated Mental Health
from part time status Professional
to full time--currently
hourly at D step and changing
to monthly at D step

NAME OF AFFECTED EMPLOYEE/CANDIDATE

HECTOR DELEON

EFFECTIVE DATE 04/01/08

OFFICE/DEPARTMENT HUMAN SERVICES

SALARY FROM \$23.78 hr. TO \$4121 mo.

Carrie Anne Pasqua

ELECTED OFFICIAL/DEPARTMENT DIRECTOR

DATE 3/31/08

APPROVED _____
DENIED _____
CHAIRMAN _____
MEMBER _____
MEMBER _____
DATE _____

BACKGROUND INFORMATION (Attach documentation; organizational chart, application, contract language, budgetary approval, appraisal, Resolution, etc.)

BASIS: Hector DeLeon left full time employment in Nov. 2007, but remained an on call hourly employee at the Grade 15, Step D level. We have lost several staff recently and Hector is again available to work full time for Crisis Response. We are requesting placement at the D level. He brings ongoing experience and Bi Lingual capacity that we need. There is no fiscal impact since he was already at the D step.

FISCAL IMPACT AND REVIEW

FIRST YEAR IMPACT: 0

AGGREGATE IMPACT: 0

Attach the Employment Opportunity, if applicable, and Classification Description document(s). State how this individual meets or exceeds the criteria listed in these documents.

List names of other employees who hold the same classification. Include grade, step, and salary.

White--Personnel BCPERS 0014/95	Yellow--Payroll	Pink--Commissioners	Goldenrod--Department
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<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: April 14, 2008 Subject: Contract prepared by: <u>M. Wenner</u>	Execute Contract Pass Resolution <u> X </u> Pass Ordinance Pass Motion Other	Consent Agenda <u> X </u> Public Hearing 1st Discussion 2nd Discussion Other

BACKGROUND INFORMATION

Benton County is required to provide first aid kits In accordance with legal guidelines imposed by Federal, State and/or local laws or regulations, including but not limited to, OSHA/WISHA regulations. Therefore, Benton County prepared a service agreement for Zee Medical, Inc. to provide first aid kits and supplies to all County Facilities and Vehicles.

SUMMARY

A two-year service agreement was prepared and signed by Zee Medical, Inc. to provide first aid kits and supplies.

RECOMMENDATION

Having been reviewed by Melina Wenner, Personnel Manager, and Eric Hsu, Civil DPA, we recommend the agreement be signed.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE SERVICES CONTRACT AND ADDENDUM BETWEEN ZEE MEDICAL, INC. AND BENTON COUNTY TO PROVIDE FIRST AID KITS AND SUPPLIES TO BENTON COUNTY FACILITIES AND VEHICLES.

WHEREAS, the effective date of this agreement is January 1, 2008 through December 31, 2009; and

WHEREAS, that the Board of Benton County Commissioners signs the service contract; and

BE IT RESOLVED that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the addendum to the services contract between Benton County and Zee Medical, Inc.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

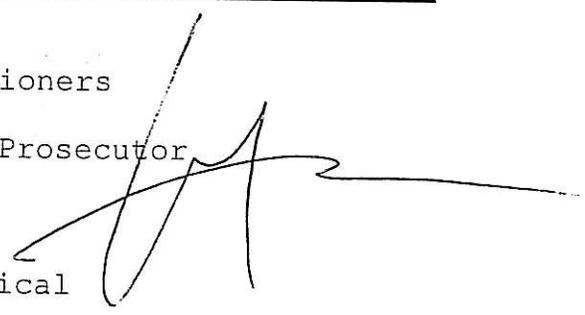
Attest:
Clerk of the Board

cc:

BENTON COUNTY PROSECUTOR
7122 W. Okanogan Place, Bldg. A
Kennewick WA 99336

Telephone: 735-3591 Fax: 736-3066

TO: Benton County Commissioners
FROM: Eric Hsu, Sr. Deputy Prosecutor
DATE: April 8, 2008
RE: Contract with Zee Medical



Commissioners:

Please be advised that I have reviewed the form of the contract with Zee Medical as signed and returned to Ms. Wenner, and do approve it as to form. Unfortunately, I am scheduled to be out of the office tomorrow, when receipt of the original contract signed by Zee is scheduled, and therefore will not be able to sign the contract as I ordinarily do. I hope this signed memorandum will suffice. Please let me know if you have any questions or concerns.

**SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Zee Medical, Inc. with their principal offices at 22 Corporate Park, Irvine, California 92606 referred to as "CONTRACTOR".

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

- a. COUNTY inventory of first aid kits
- b. Contractor's guidelines on kit contents
- c. Compensation schedule

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2008, and shall expire on December 31, 2009. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. Provide First Aid Kits and Supplies to County Facilities and Vehicles on a quarterly inventory of first aid kits located in or upon COUNTY property and premises is attached as Exhibit A. CONTRACTOR shall, once per calendar quarter, ensure each of these kits remain in good working condition and are stocked properly according to its own guidelines as set out in Exhibit B, as well as any legal guidelines imposed by Federal, State or local law or regulation, including, but not limited to, OSHA regulations.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the COUNTY.

- c. The CONTRACTOR shall perform the work specified in the Contract according to standard industry practice and any requirements imposed by Federal, State or local law or regulations including, but not limited to, OSHA regulations. CONTRACTOR warrants that all replacement supplies meet requisite and applicable state and Federal laws, rules or guidelines. CONTRACTOR further warrants that at time of installation in first aid kits, replacement supplies are, as applicable: sealed and/or sterile, and that multipart supplies are placed in kits with all required parts either assembled or placed together and readily capable of immediate assembly as directed by manufacturer's instructions.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR: Lynn Lorier, Zee Medical Service, Inc. 15838 SW Upper Boones Ferry, Lake Oswego, OR 97035

b. For COUNTY: Melina Wenner, Personnel/Risk Manager, Benton County, 7122 West Okanogan Place, Bldg. A, Kennewick, Washington 99336.

5. COMPENSATION

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

- a. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$10,000. per year.
- b. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in

this Contract. CONTRACTOR shall only be compensated for the following: the discount price for any restock of individual items within first aid boxes, according to schedule of prices attached as Exhibit "C."

- c. The CONTRACTOR may submit invoices to the COUNTY not more than once per month during the progress of the work. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.
- d. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- f. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

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

- b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. **HOLD HARMLESS AND INDEMNIFICATION**

- a. Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors, employees and agents from and against any liabilities, damages and costs (including reasonable attorneys fees and costs of defense) arising from the performance of services under this agreement, to the extent caused by the negligent acts, errors or omissions of the Contractor or anyone for whom the Contractor is legally responsible, subject to any limitations of liability contained within this agreement. The County agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Contractor, its officers, directors, employees and agents from any liabilities, damages and costs (including reasonable attorneys fees and costs of defense) to the extent caused by the negligent acts, errors or omissions of the County, the County's contractors, consultants or anyone for whom the County is legally responsible.
- b. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

8. **INSURANCE**

- a. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers

compensation, employers liability, commercial liability or commercial umbrella liability insurance.

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

- b. **Commercial General Liability and Employers Liability Insurance:** CONTRACTOR shall maintain commercial general liability coverage (policy form CG001 or equivalent) for wrongful death, bodily injury, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than two million dollars (\$2,000,000).

The general commercial liability policy will contain an endorsement naming the COUNTY as an additional insured (CG2010) and an endorsement that specifically states that CONTRACTOR's general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The CONTRACTOR will provide commercial general liability coverage which does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirements under Section 7. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.

CONTRACTOR also shall maintain employers liability insurance with limits of not less than one million dollars (\$1,000,000) each incident for bodily injury by

accident or one million dollars (\$1,000,000) each employee for bodily injury by disease.

c. **Automobile Liability:** The CONTRACTOR shall maintain business automobile liability insurance with a limit of not less than one million dollars (\$1,000,000) per accident, using a combined single limit for bodily injury and property damages. Such coverage shall cover liability arising out of "Any Auto." CONTRACTOR waives all rights against the COUNTY for the recovery of damages to the extent they are covered by business auto liability.

e. **Other Insurance Provisions:**

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

(7) The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form. Professional liability insurance on a Claims Made form shall have a retroactive date prior to or coincident with the effective date of this Contract.

f. Verification of Coverage and Acceptability of Insurers:

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

(1) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered Acord form certificates of insurance and, if requested, a signed policy endorsement which shall clearly evidence all required insurance prior to commencing work under this Contract. The certificates will, at a minimum, list limits of liability and coverage. For any professional liability insurance, the CONTRACTOR agrees that the insurance contract will not be canceled or allowed to expire except on twenty-eight (28) days prior written notice to the COUNTY by the CONTRACTOR. For other insurance policies, CONTRACTOR shall not cancel or allow the insurance contract to expire except on forty-five (45) days prior written notice to the COUNTY. The certificate or endorsement shall not limit or negate the insurer's obligation as required by law to notify the COUNTY as an additional insured of cancellation.

(2) The CONTRACTOR shall furnish the COUNTY with evidence that the additional insured provision

required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.

- (3) Certificates of insurance shall show the certificate holder as "Benton County" and include "c/o" the COUNTY'S Contract Representative. The address of the certificate holder shall be shown as the current address of the COUNTY'S Contract Representative.
- (4) If the CONTRACTOR or any subcontractor has any employees, CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that CONTRACTOR is currently paying workers compensation.
- (5) All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY at the following address:

Benton County Risk Manager
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336
- (6) The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager.
- (7) If CONTRACTOR is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to COUNTY. If requested by COUNTY, CONTRACTOR must describe its financial condition and the self-insured funding mechanism.

9. **TERMINATION**

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

date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

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

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

a.

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

Disputes between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken.

19. CONFIDENTIALITY

The CONTRACTOR, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

20. CHOICE OF LAW, JURISDICTION AND VENUE

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

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

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

23. ENTIRE AGREEMENT

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

24. NOTICES

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

25. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, indemnification provisions of Section 7; extended reporting period requirements for professional liability insurance of Section 8(a); inspection and keeping of records and books set forth in Section 14; litigation hold notice of Section 26; Public Records Act compliance described in Section 27 and confidentiality requirement of Section 19.

26. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 14 of this contract may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to hold such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Section 14.

27. PUBLIC RECORDS ACT

CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 *et seq.* Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records actually in its possession or deemed by judicial determination to be in its possession, which may include records provided to the COUNTY by CONTRACTOR that CONTRACTOR

might regard as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

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

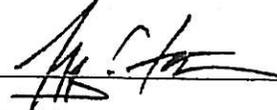
DATED:

DATED:

BENTON COUNTY BOARD OF COMMISSIONERS

**CONTRACTOR
Zee Medical, Inc.**

Chairman

By  _____
Jeff Felton, President

Member

Member

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

Attest:

Clerk of the Board

Approved as to Form:

Deputy Prosecuting Attorney
DATE:

**ADDENDUM TO THE SERVICES CONTRACT
BETWEEN
BENTON COUNTY
AND
ZEE MEDICAL, INC.**

THIS ADDENDUM , effective this ____ day of _____, 2008 (“Addendum Effective Date”), to the Services Contract, dated _____, by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (“Customer”) and Zee Medical, Inc., with principal offices at 22 Corporate Park, Irvine, California 92606 (“Zee”) (“Agreement”).

The following terms shall be added to the Agreement and shall control over any inconsistent terms in the Agreement:

CREDIT AND PAYMENT TERMS. All payments for products and/or services provided by Zee under the Agreement must be received by Zee Net within thirty (30) days from the date of invoice. Any invoiced amount remaining unpaid after thirty (30) days shall be “past due.” Past due balances are subject to a service charge of one and one-half percent (1.5%) per month.

CONFIDENTIALITY. Notwithstanding anything in the Agreement to the contrary, the pricing and terms of the Agreement and any pricing data of Zee provided to Customer shall be proprietary and confidential to Zee (“Zee Confidential Pricing Information”). Customer shall not disclose such Zee Confidential Pricing Information without the prior written consent from Zee.

WARRANTY AND DISCLAIMER. Zee shall make available to Customer all warranties from manufacturer to which Zee has access. ZEE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF ANY PRODUCTS OR SERVICES OR THEIR FITNESS FOR ANY PARTICULAR USE OR PURPOSE. CUSTOMER SHALL LOOK TO THE VENDOR OF PRODUCTS AND THE PROVIDER OF SERVICE (IF OTHER THAN SELLER) FOR ANY WARRANTY THEREON. NO AGENT, EMPLOYEE, OR REPRESENTATIVE OF ZEE HAS ANY AUTHORITY TO MAKE ANY AFFIRMATION, REPRESENTATION, OR WARRANTY CONCERNING PRODUCTS NOT SET FORTH IN THIS AGREEMENT.

ZEE’S ENTIRE LIABILITY UNDER, IN CONNECTION WITH, OR RELATED TO THIS AGREEMENT SHALL BE LIMITED TO NO MORE THAN THE AMOUNT OF SERVICE FEES ACTUALLY-PAID BY CUSTOMER TO ZEE DURING THE TWELVE (12) PERIOD PRIOR TO THE EVENT GIVING RISE TO ZEE’S LIABILITY, IF ANY. FURTHERMORE, IN NO EVENT SHALL ZEE BE LIABLE TO CUSTOMER UNDER, IN CONNECTION WITH, OR RELATED TO THIS AGREEMENT FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, (INCLUDING LOST PROFITS) FROM ANY CAUSE, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM ANY UNAVAILABILITY OF, DEFECT IN, OR MISSHIPMENT OF PRODUCTS OR THE PROVISION OF SERVICES, AND WHETHER OR NOT ZEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

INDEMNITY. Zee and Customer agree that, notwithstanding any provision to the contrary in the Agreement, Zee shall have no indemnity obligations of any kind, including without limitation, with respect to the Customer, its employees, any affiliates of Customer or any third parties doing business with Customer.

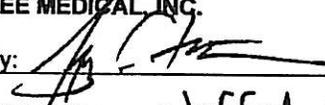
INSURANCE. Zee shall maintain such insurance as it deems appropriate for its business purposes.

IN WITNESS WHEREOF, the parties hereto have signed and dated this Addendum in the spaces provided below.

BENTON COUNTY

ZEE MEDICAL, INC.

By: _____

By:  _____

Printed Name: _____

Printed Name: Jeff A. Felton

Title: _____

Title: Resident

Date: _____

Date: 4/01/08

BENTON COUNTY ANNEX, KENNEWICK, WA.

<i>Part#</i>	<i>Description</i>	<i>Price</i>	<i>Discount Price</i>
0203	CLEAN WIPES, 50/BOX (ZEE)	\$4.75	\$3.94
0204	ANTISEPTIC SWABS, 50/BOX (ZEE)	\$4.75	\$3.94
0219	ANTISEPTIC SPRAY, NON-AEROSOL, 4OZ.	\$6.55	\$5.44
0209	HYDROGEN PEROXIDE, NON-AEROSOL, 4OZ	\$2.85	\$2.37
1804	BURN SPRAY, NON-AEROSOL, 4OZ.	\$6.35	\$5.27
2325	COLD SPRAY 3.5 OZ. AEROSOL	\$7.10	\$5.89
0305	TAPE, 2"X 5 YD 3 CUT SPOOL (ZEE)	\$4.95	\$4.11
0370	TAPE, ELASTIC 1" X 5 YD SPOOL	\$6.85	\$5.69
0501	CTN TIP APPLICATOR 3", NS, 100/VIAL	\$3.45	\$2.86
0601	EYE CUPS, PLASTIC 6/VIAL	\$2.95	\$2.45
0606	EYE WASH, 4 OZ, STERILE (ZEE)	\$6.95	\$5.77
0608	EYE & SKIN BUF. FLUSHING SOL., 8 OZ	\$9.50	\$7.89
0700	BUTTERFLY BANDAGES, MEDIUM, 20CT.	\$3.50	\$2.91
0714	BNDG, NON-LTX FINGERTIP, 40/BX	\$7.45	\$6.18
0716	BNDG, NON-LTX KNUCKLE, 40/BX	\$7.45	\$6.18
0731	BNDG, NON-LTX SHEER STRIP 1", 100/BX	\$7.75	\$6.43
0740	BNDG, NON-LTX ELASTIC STRIP, 50/BX	\$5.95	\$4.94
0744	BNDG, NON-LTX SMALL STRIP 5/8", 50/BX	\$3.95	\$3.28
0749	BNDG, NON-LTX XTREME 7/8X4-1/2, 40/BX	\$7.25	\$6.02
0917	GAUZE PADS STERILE 2" X 2", 10/BX	\$2.95	\$2.45
0920	GAUZE PADS STERILE 3" X 3", 10/BX	\$3.70	\$3.07
0944	ELASTIC ROLL, GAUZE N/S 3" X 4.5 YDS	\$2.55	\$2.12
1801	3-ANTIBIOTIC OINT., 0.9 GM, 25/BX	\$7.75	\$6.43
1817	HYDROCORTISONE CREAM 1% .9GM 25/BOX	\$8.35	\$6.93
2324	ICE PACK, DELUXE, LARGE (ZEE)	\$2.75	\$2.28
2353	ICE PACK, ECONOMY, SMALL (ZEE)	\$2.10	\$1.74
2605	BNDG, TRIANGULAR 40" N/S 1/UN	\$3.75	\$3.11
2645	BANDAGE, COMPRESS MULTI FUNCTION LG	\$7.95	\$6.60
2618	EYE PADS W/ADHESIVE STRIPS 4 UNIT	\$4.55	\$3.78
3044	NITRILE GLOVES, 2PR	\$2.30	\$1.91
3078	P.A.M. II (PROTECTIVE AIRWAY MASK)	\$10.10	\$8.38
3521	KIT SCISSOR, 4-1/2" WIRE LOOP HANDLE	\$1.90	\$1.58
3538	TWEEZER DISPOSABLE, STERILE	\$1.60	\$1.33
5648	WATER-JEL BURN DRESS 2"X6" STER	\$6.78	\$5.63
2651	WATER-JEL BURN JEL 6 UNIT	\$6.75	\$5.60
0795	URGENT QR, INDUSTRIAL FORMULA, 2/PK	\$7.95	\$6.60
5103	CLEAN & SAFE TOWELETTES 120/BOX	\$15.95	\$13.24
5115	KLEEN SCREEN TOWELETTES 108/BOX	\$21.80	\$18.09
0996001	ZEE FLEX 3" X 5 YDS BULK	\$5.30	\$4.40
1418	ZEE PAIN-AID 250/BOX	\$22.10	\$18.34
1436	EXTRA STRENGTH UN-ASPIRIN 250/BOX	\$23.25	\$19.30
1421	ZEE IBUTAB 250/BOX	\$27.30	\$22.66
1447	ANTACID, TRIAL 250/BOX (ZEE)	\$17.15	\$14.23
1451	PEPT-EEZ, 42/BOX (ZEE)	\$9.10	\$7.55
1454	CHERRY COUGH DROPS 125/BOX (ZEE)	\$10.35	\$8.59
1462	SOOTHE AID LOZENGES 50/BOX	\$10.40	\$8.63
1487	DILOTAB II, 250/BX	\$25.45	\$21.12

1493	CONGEST AID II, 250/BX	\$25.45	\$21.12
1419	ZEE PAIN-AID 1000/BOX	\$74.00	\$61.42
1422	ZEE IBUTAB 1000/BOX	\$92.55	\$76.82
2219	DERMAFLEUR PACKETS, 25/BOX	\$4.95	\$4.11
2331	EMERGENCY FIRST AID POCKET GUIDE	\$2.95	\$2.45



ZEE First Aid in the Workplace: More Than Just a Cabinet

Enjoy the peace of mind that comes from knowing your organization is ready to handle workplace first aid and safety needs

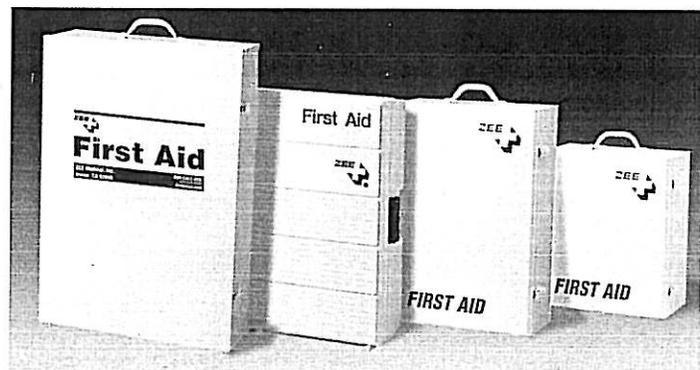
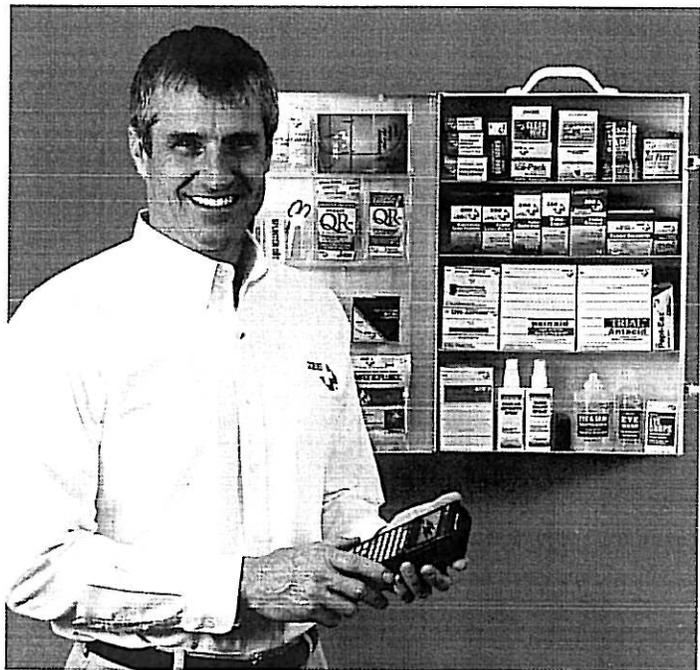
Why you need a first aid and safety program in the workplace

- Providing basic first aid supplies to employees is an OSHA regulation—and it makes good business sense.
- By keeping workers healthy and on the job, employers reap the benefits of greater productivity.

Let ZEE do the work for you

Establishing and maintaining a first aid and safety program can be an ongoing challenge for many employers, especially with all the other day-to-day responsibilities they face. ZEE can handle the details for you.

- ZEE recommends, delivers, installs, and returns regularly to maintain your program, ensuring that all products we provide are ready for use.
- With a well-maintained program, employers can maximize productivity and minimize the liability and costs associated with on-the-job injuries and illnesses.
- ZEE is the #1 van-based provider of first aid in North America, serving the needs of thousands of businesses. With ZEE, you get the comfort of knowing your workplace is prepared to handle anything from a minor injury to a major emergency.





Take comfort in complete service from ZEE

ZEE is your one-stop resource for first aid, safety, emergency preparedness, and training needs, including:

- On-site analysis of your workplace's needs
- First aid cabinets fully stocked with a wide variety of items
- Safety supplies including a variety of gloves, respirators, and hearing protection
- Emergency preparedness supplies and training to ensure your workplace is prepared for the unexpected
- Training programs that fit your needs and budget

As a ZEE customer, you also get:

- 100% Satisfaction Guarantee
- \$5 million in product liability insurance and indemnification capabilities
- Access to the ZEE Safety Resource Center - live, toll free answers to your toughest safety questions
- Peace of mind - your ZEE Representative will visit your facility on a regular basis to ensure supplies are properly maintained and help meet your organization's needs.

No matter what your line of business, know the facts about workplace first aid and safety

Facts about injuries and illnesses in the workplace

- Every year, millions of people suffer injuries and accidents in the workplace, causing disruption and costing employers big when it comes to medical and Workers' Comp expenses.
- According to the Bureau of Labor Statistics, there are 4.2 million nonfatal injuries and illnesses that occur in the workplace. About 1.3 million of these injuries or illnesses require at least one day away from work.
- The National Safety Council states that the cost of employee injuries exceeded \$384 billion in 2005.
- According to the Harvard Business Review, "presenteeism" — when workers are on the job, but due to illness or other medical conditions, are not fully functioning—is at minimum a \$150 billion problem.



First aid and safety regulations

- The Occupational Health and Safety Administration (OSHA) and the American National Standards Institute (ANSI) are the leading authorities regarding laws and regulations for workplace safety.
- OSHA states that first aid supplies shall be readily available in the workplace and that employers should assess the needs of their workplace to ensure that reasonably anticipated supplies are readily available.
- ANSI recommends that first aid items include analgesics, dressings, cold packs, and antibiotic treatments.

How your workplace can benefit from a first aid and safety program

- Readily available supplies help to minimize liability and exposure to Workers' Comp claims.
- Having a first aid and safety program brings peace of mind to employers and boosts employee morale.
- According to one study, increased productivity, reduced costs, employee retention, and employee morale are the most frequently mentioned benefits of workplace first aid and safety.¹

¹ Liberty Mutual, "Despite 6.2% Fall in the Number of Serious Workplace Injuries, Their Financial Impact on Employers Remains Huge" September 20, 2005



The Five Basic Areas of Protection

Although every ZEE customer's cabinet is customized to fit their particular requirements, all cabinets focus on these five basic areas of protection that most workplaces need.

Major and Minor Injuries

Items such as compresses, gauze, antibiotic creams and ice packs help treat minor injuries and serious injuries until medical help arrives. Providing a variety of antiseptics, including sprays and ointments, allows workers to treat their minor injuries according to their needs and preferences.

A wide variety of shapes and sizes of bandages ensures that workers have the comfort and durability they need to keep minor wounds protected. The revolutionary QR® non-toxic powder stops bleeding caused by a cut or puncture immediately and forms an artificial "scab" to protect the wound.

Burn Injuries

The ZEE cabinet contains Burn Spray as well as Water Jel® Burn Jel™, a unique treatment for minor burns that immediately

cools the burn and draws heat away from it, to prevent further damage to the skin.

Personal Comfort Items

Over-the-counter, non-drowsy, single-dose tablets help to prevent minor annoyances like allergies, headaches, indigestion, or cold symptoms from becoming a major drain on productivity.

Personal Protection Items

Items such as gloves and antiseptic wipes protect workers against bodily fluids and cross contamination.

Eye Injuries

From eye flushing solution to eye drops for irritated eyes, these items provide relief and reduce the risk of incurring more serious damage to the eyes.

ZEE provides first aid basics and beyond

With ZEE, you can be confident that your Representative will be there to recommend, deliver and maintain key products and services to help keep your workforce healthy. In addition to first aid, ask your Representative about other products and services ZEE can provide, from workplace training to safety equipment. Let ZEE take care of all your workplace safety needs.



Beyond the Cabinet: Safety, Emergency Preparedness and Training from ZEE

Emergency Preparedness

- Be ready for a workplace emergency with a complete range of first-responder products from ZEE.
- ZEE offers emergency oxygen systems, fire extinguishers, complete automated external defibrillator (AED) programs, resuscitation devices, as well as a variety of drench and eye wash stations.



Safety

- No matter what your employee's unique on-the-job needs, ZEE offers thousands of safety products aimed at protecting employees from injury and keeping your business OSHA compliant.
- Help minimize the risk of accidents in the workplace with proper personal protective equipment (PPE), such as safety glasses, earplugs and muffs, respiratory equipment, and protective clothing.
- Your ZEE Representative can help to ensure that the appropriate safety items are always on hand and ready to use.



Training

- ZEE is your one-stop training solution, offering a variety of programs from CPR and First Aid to many safety topics to fit the needs and budget of your organization.
- Not only is training a central part of OSHA guidelines for a safe and healthy workplace, it simply makes good business sense. Proper training minimizes on-the-job injuries and trips to the clinic or ER, keeping your costs down and revenue and productivity up.



888-CALL ZEE • ZEEMEDICAL.COM

©ZEE Medical, Inc.
Irvine, CA 92606
#7363 Rev 607

Benton County

Benton County Annex Building	4 Cabinets
Benton County Sheriffs Department	2 Cabinets
Benton County Juvenile Detention Center	6 Cabinets
Benton County Jail	7 Cabinets
Benton County Fair Grounds	1 Cabinet
Benton County Court House	7 Cabinets
Benton County Maintenance	1 Cabinet
Benton County Morgue	1 Cabinet
Benton County Road District	1 Cabinet
Richland Licensing and Title	1 Cabinet <i>1 Cabinet</i>
Prosser Court House	7 Cabinets
Across from Court House in Prosser	2 Cabinets

RESOLUTION

9

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: PIERT ROAD EXTENSION – C.E.
1619 CRP - HIGHWAYS AND LOCAL PROGRAMS STATE FUNDING
AGREEMENT – SUPPLEMENT 2.

WHEREAS, on March 10, 2008 Supplement 2 to the Highways and Local Programs State
Funding Agreement for Piert Road Extension, CE 1619 CRP was approved; and

WHEREAS, Supplement No. 2 has been corrected to adjust the estimated State funds
amount for construction; NOW, THEREFORE,

BE IT RESOLVED that Supplement 2 to the Highways and Local Programs State
Funding Agreement for Piert Road Extension, CE 1619 CRP, as corrected, is hereby
approved, and the Chairman of the Board of County Commissioners is authorized to sign
the Agreement.

Dated this 14th day of April, 2008.

Chairman.

Chairman Pro-Tem.

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

Attest: _____
Clerk of the Board

RBD:lss

Agency BENTON COUNTY		Supplement Number Corrected 2
Project Number FMSIB-FM 04 (003)	Agreement Number LA 5785	

This supplemental agreement is made and entered into SEPTEMBER 27, 2004

All provisions in the AGREEMENT identified above remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

Project Description No Change

Name PIERT ROAD EXTENSION / CE 1619 CRP

Location SR 397 NORTHERLY TO BOWLES ROAD

Description of Work No Change

Reason for Supplement

Obligate Construction Funding: **FMSIB REDUCED APPROVED AMOUNT**

\$ 51,520 = FMSIB for Preliminary Engineering:

\$ 9,800 = FMSIB for Construction

\$ 61,320 = Limit

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated State Funds
PE	a. Agency	184,000.00		184,000.00	132,480.00	51,520.00
	b. Other					
	c. Other					
	d. State					
	e. Total PE Cost Estimate(a+b+c+d)	184,000.00		184,000.00	132,480.00	51,520.00
Right of Way	f. Agency					
	g. Other					
	h. Other					
	i. State					
	j. Total R/W Cost Estimate (f+g+h+i)					
Construction	k. Contract	1,673,143.00	-1,638,143.00	35,000.00	25,200.00	9,800.00
	l. Other Non Participating	1,352,857.00	0.00	1,352,857.00	1,352,857.00	0.00
	m. Other					
	n. Other					
	o. Agency					
	p. State					
	q. Total CN Cost Estimate(k+l+m+n+o+p)	3,026,000.00	-1,638,143.00	1,387,857.00	1,378,057.00	9,800.00
	r. Total Project Cost Estimate (e+j+q)	3,210,000.00	-1,638,143.00	1,571,857.00	1,510,537.00	61,320.00

AGENCY

STATE

By: _____

By: _____

Title: Chairman, Board of County Commissioners

Director, Highways and Local Programs

Date: _____

Date: _____

9:05 AM

SIX YEAR ROAD PROGRAM

L Moser

No New Submittal Provided

10:05 AM

BENTON CITY INTERCHANGE

R Dunfee

Per Ross: DOT will be making that presentation. Any materials will be distributed during Board meeting.

I 82 – SR 224 – SR 225

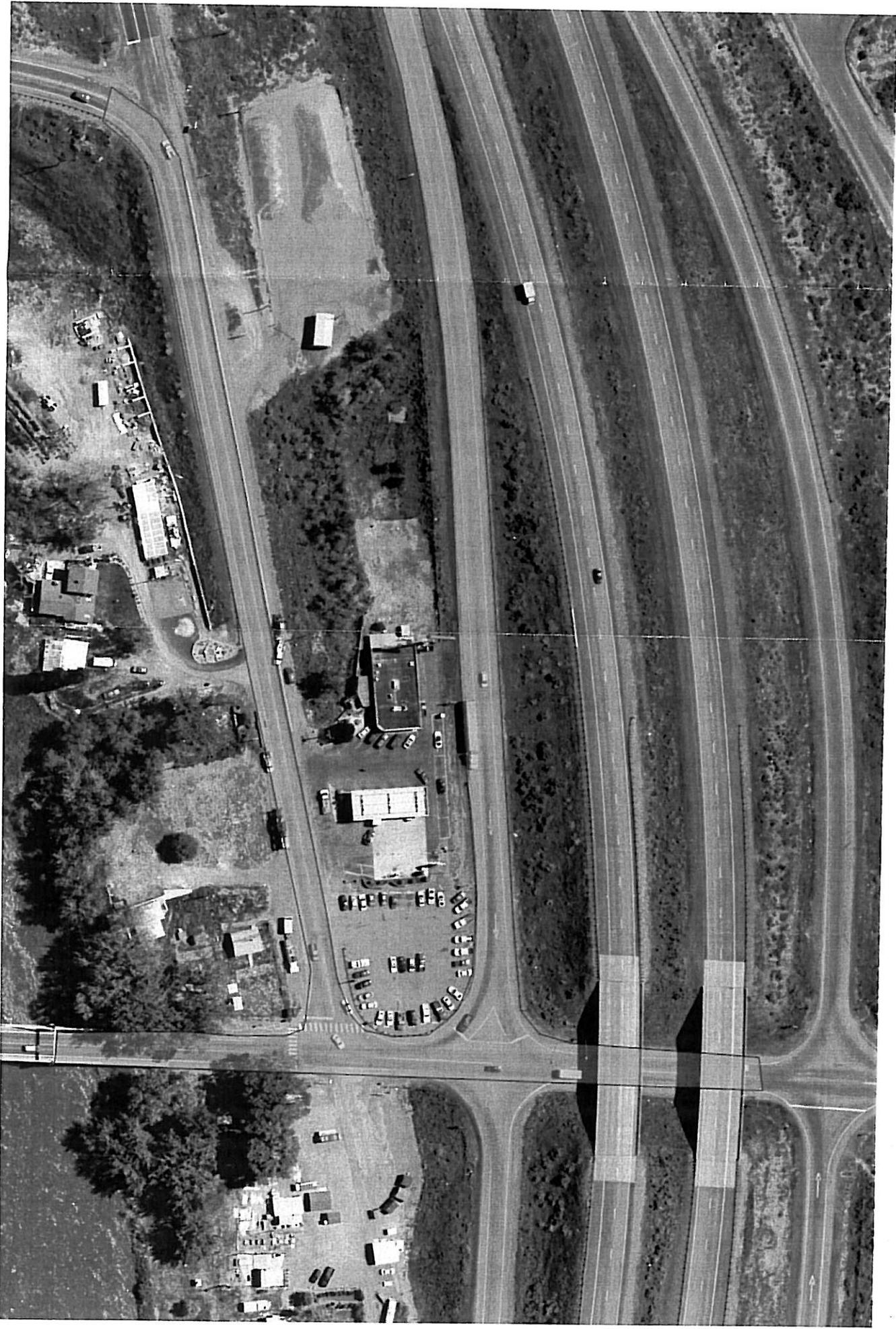
Benton County Commission

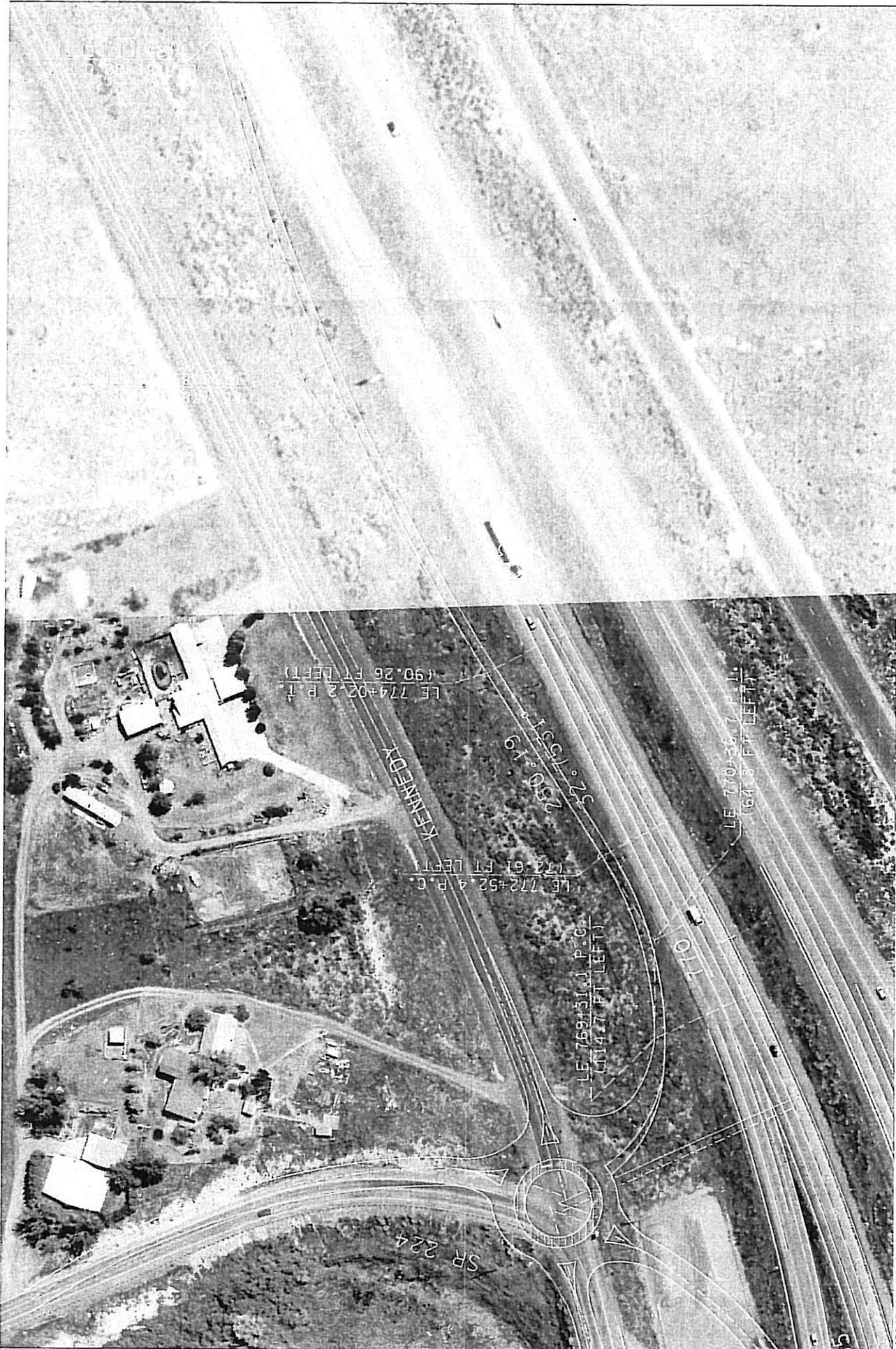
4/14/08

Bill Preston
SCR Planning Engineer
509-577-1630

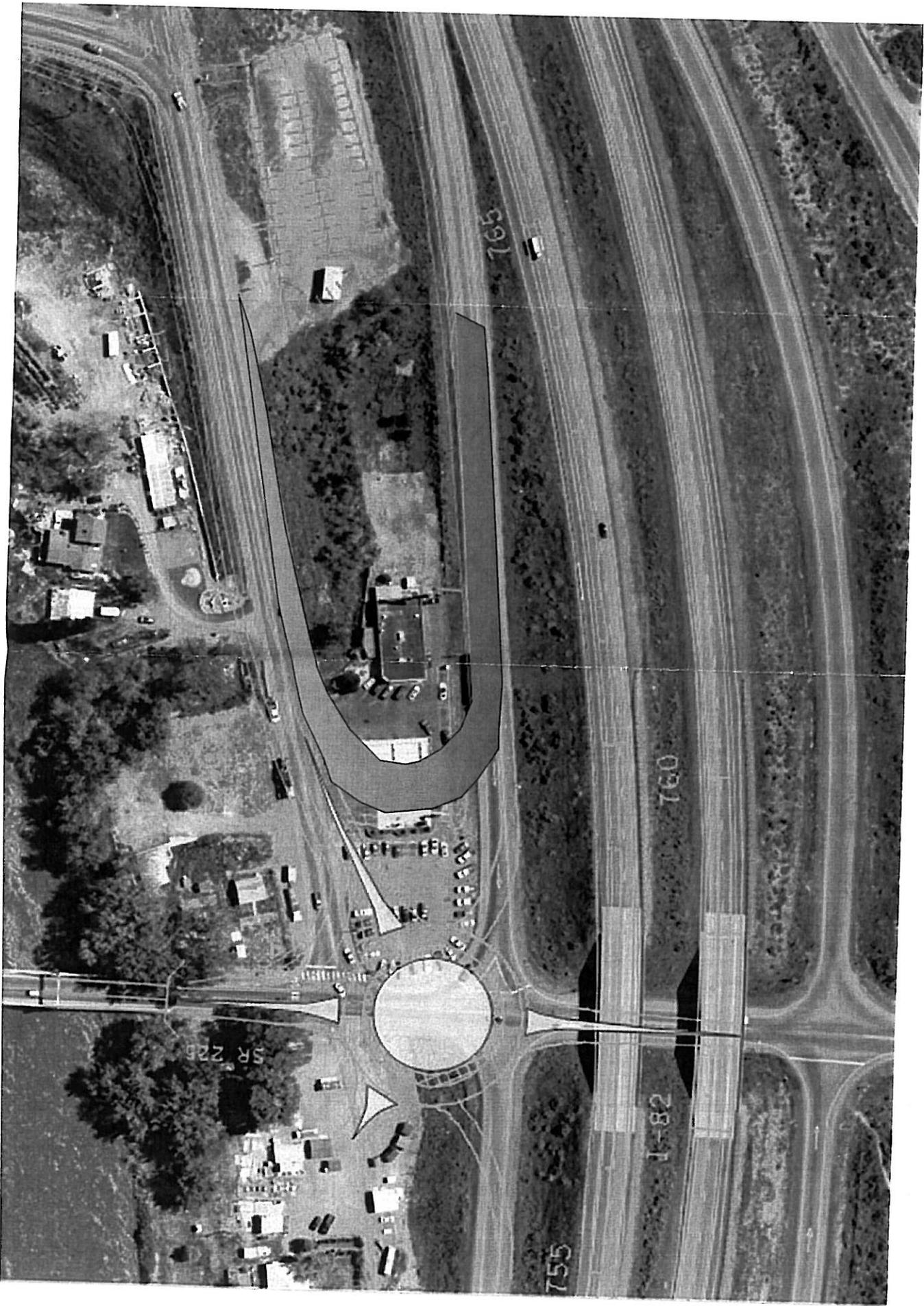


**Washington State
Department of Transportation**





...63 KIONA RB.dgn 4/11/2008 12:40:27 PM



SR 224/SR 225/I-82 Kiona Interchange

Communications Plan

1. Red Mountain AVA (Grape Growers)	March 12, 2008	9:00 am
2. Benton City Lions Club	March 25, 2008	6:30 pm
3. American Legion	April 2, 2008	7:00 pm
4. Benton City Chamber of Commerce	April 7, 2008	6:00 pm
5. Benton County Commissioners	April 14, 2008	10:00 am
6. City of Benton City Council	April 15, 2008	7:00 pm
7. Public Open House (Benton City)	May 14, 2008	7:00 – 9:30 p
8. Roundabout Demo	TBD	

10:25

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ESTABLISHING AN INSURANCE RISK POLICY FOR THE BENTON COUNTY FAIRGROUNDS.

WHEREAS, the Board of Benton County Commissioners desires to adopt the Benton County Fairgrounds Insurance Risk Level Limits and Categories/Classifications, **NOW THEREFORE**,

BE IT RESOLVED, by the Board of Benton County Commissioners that the attached Benton County Fairgrounds Insurance Risk Level Limits and Categories/Classifications are hereby adopted.

Dated this day of, 20....

Chairman of the Board

Chairman Pro Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Fairgrounds Insurance Risk Level Limits and Categories/Classifications

LOW	AVERAGE	ABOVE AVERAGE	HIGH
Options for Insurance coverage both:	Event with Food and/or Alcohol Lessee providing/serving: 1) Special Event Insurance coverage through Benton County 2) Lessee's Own Insurance	Event with Food and/or Alcohol Vendors providing/serving: Benton County	Event: Lessee generally provides Insurance through their own carrier
LESSEE General Liability Per Occurrence \$1,000,000 General Aggregate \$2,000,000	LESSEE General Liability Per Occurrence \$1,000,000 General Aggregate \$2,000,000	LESSEE General Liability Per Occurrence \$1,000,000 General Aggregate \$2,000,000	Insurance requirements and limits depend on activity/Event. Insurance limits and coverages required to be provided by the Risk Manager in cooperation with the PA and Office Manager
Animal Shows/ Training Antique Shows/ Art Shows Banquets Boat Shows/RV Shows Business Meetings/Shows Casino Civic Clubs/Group Meetings Concerts Conventions Craft Shows Dances & Parties Farmers Markets Parades Political Rallies Quinceanera Religious Assemblies Reunions Sidewalk Sales/Rummage Sales Swap Meets/ Flea Market Trade Shows Weddings/Receptions	Liquor Liability Endorsement Per Occurrence \$1,000,000 General Aggregate \$2,000,000	VENDORS: serving Alcohol Liquor Liability Endorsement Per Occurrence \$1,000,000 General Aggregate \$2,000,000	Boxing Carnival Rides Circuses Concerts- over 6 hours Contact Karate or Martial Arts Equestrian Events Football/Lacrosse/ Rugby Hockey Hosted Bar- over 5 hours Inflatable Activities Jousting Moon Bounce Mosh Pit Motorized sporting events Pyrotechnics/Explosives/Firearms Rock Climbing Rodeo Events Trampoline Wrestling
		VENDORS: Food and/or Alcohol General Liability Per Occurrence \$1,000,000 General Aggregate \$2,000,000	

Listed above are General guidelines.

All Events are unique, therefore additional requirements and/or higher insurance limits may be required.



10:40

**Washington State University
Community Nutrition Education for
Audiences with Limited Resources**



Food \$ense is nutrition education for children and families with limited incomes. It is funded by a collaborative effort of USDA Food Stamp Program, Washington State University, and over 650 local and state community partners, including schools.

Food \$ense Targets Critical Needs

- Informed food choices and physical activity to promote healthy weight and reduce risk of chronic disease.
- Improved food security for low-income families as participants learn food resource management skills.



Food \$ense is successful because it:

- Meets local needs with flexible programming;
- Promotes consistent science-based nutrition messages;
- Uses experiential learning to engage youth and adults;
- Motivates youth and adults to adapt healthier behaviors; and
- Increases the number and diversity of people reached across the state.

Food \$ense is possible because WSU Extension:

- Builds community partnerships to reach families and youth;
- Provides for local program management; and
- Uses WSU research capacity to assess needs of audience, apply and evaluate educational theories, and design education materials.



Current & Future Emphasis

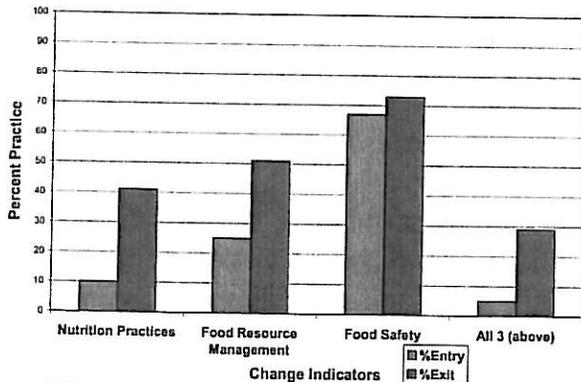
- Increase the consumption of fruits and vegetables as a key practice for prevention of chronic disease.
- Develop and maintain partnerships with DSHS Community Service Offices for recruitment and message delivery.
- Reach parents of school-age youth enrolled in the program.
- Use alternative educational methods to expand hard-to-reach audiences (rural, adults)
- Develop evaluation systems to meet FNS reporting requirements and measure impact.



IMPACT Highlights

❖ Total number of community partners :	655
❖ Total number of individuals reached:	100,289 (60% adults; 40% youth)
♦ Total number of people who are food stamp eligible :	80,231 (80% of total; 68% adults; 99% youth)
♦ Total number of minorities reached in direct teaching:	48,139 (48%; 45% adults; 55% youth)
❖ Total number of contacts made:	2,391,180
♦ Direct	373,122
♦ Indirect	2,018,058

Adult Food Sense Graduates with Desirable Practices (n=242)



Food Sense Youth Reporting Improved Practices (n= 40,194)

Change Indicator	# evaluated	# improved	% change
Participates in 60 min. physical activity/day	8,316	6,237	75
Eats breakfast with 3 food groups	5,632	4,224	75
Eats more fruit/veggies daily	11,193	6,940	62
Wash produce more often before eating	7,015	5,682	81

Parent Newsletter Survey Change Indicator	# Sent Home	# Returned	# YES Responses (%)
Changed some food preparation to lower in fat, sugar or salt.	2241	405	184 (45)
We now buy healthier snacks for my child to eat.	3341	1161	775 (67)
We did physical activity this week.	3879	1028	841 (82)
We eat more fruits and vegetables.	4237	1126	692 (61)
We are more aware of the MyPyramid serving sizes.	504	159	98 (62)
We eat more meals together as a family.	504	159	116 (73)
I would attend classes about healthy eating if they are offered.	3961	1381	407 (29)

Selected Success Stories on Diet Quality & Physical Activity

❖ After parent-teacher conferences, many teachers said parents reported...their families adopted better eating, exercising, and grocery shopping habits; their kids were reading food labels; they used 'adventure bites' (tasting new foods) at home; asking to buy vegetables and fruits sampled in class...and liked whole wheat tortillas, tofu, nonfat yogurt; and some reported eating fast food less often. - Mason Co.

❖ One fifth grade classroom decided to do an hour of physical activity for Valentine's Day celebration and cut way back on the candy treats. -Grays Harbor Co.

❖ After taking nutrition classes, one sixth grader said, "(Now) I can make dinner when my dad isn't in the mood to cook. Then we won't have to eat instant noodles or microwave hot dogs. We can actually sit down to a decent meal of Pyramid Pizza or a Skillet Meal." - Clark Co.

❖ A parent shared that their child came home and asked for seconds on vegetables for dinner. She then measured them to make sure she was eating more than one serving because she was trying to get her five servings for the day. -Yakima Co.

Letter of Support

Washington State University
Food Stamp Nutrition Education Program

Agency: Benton County

Located in Benton County/Project
Program Year: 2008-2009

Must be attached to Introductory Letter & Agreement.

PROPOSED CONTRIBUTIONS

BUDGET CATEGORY Attach worksheets with details.		Contribution - \$ Amount
SALARIES AND WAGES - include FTE % or hourly rate		
Administrative Secretary-2% of \$33,552	671.04	
	\$	
	\$	
SUBTOTAL SALARIES & WAGES		\$ 671.04
BENEFITS - state rate as % of salary		
Administrative Secretary-30%	201.31	
	\$	
SUBTOTAL BENEFITS		\$ 201.31
GOODS & SERVICES (list by category)		
	\$	
Space Use (Worksheet C, E or L)	287.00	
Maintenance & Operations (Worksheet D or L)	459.76	
	\$	
	\$	
SUBTOTAL GOODS & SERVICES		\$ 746.76
TRAVEL		
	\$	
SUBTOTAL TRAVEL		\$ -
SUBTOTAL DIRECT COSTS -----		\$ 1,619.11
FACILITIES & ADMINISTR. (INDIRECT COST) ---	%	\$ -
TOTAL PROPOSED CONTRIBUTION -----		\$ 1,619.11

Please complete:

Source(s) of government (state, county, city) funds for above expenses _____

We attest that the intended contributions of support are government, non-federal funds that have not been used to match other federally-funded programs. I certify that I am a fiscal authority authorized to sign this letter of support and agreement.

Claude L. Oliver Chair
Name of Fiscal Authority (type or print) Title Signature

Benton County Commissioners Date
Organization

P.O. Box 190, Prosser, WA 99350 509-786-5600
Address (Street, City, State, ZIP code) Phone Number



**Introductory Letter and Agreement
Food Stamp Nutrition Education**

WSU Extension forms partnerships with multiple community agencies to provide nutrition education for thousands of food stamp eligible people each year. Food Stamp Nutrition Education (FSNE), part of WSU *Food Sense*, is funded as an administrative expense of the Food Stamp Program. WSU contracts with DSHS, the state food stamp agency, and is reimbursed for 50 percent of actual costs, including costs documented by third party partners. The reimbursement is the federal share that covers WSU's costs to provide the program. Third party cost share partners do not receive reimbursements.

Partners enter into an agreement with WSU and are responsible for claimed cost share. Local cost share must adhere to the same cost policies and requirements as those under the federal share. Regulations for the Food Stamp Program require that all administrative expenses be cost shared with *state or local public funds*. The public funds must not be from federal sources and must not be matched to other federal funds. Public funds are those raised by taxes, levies and enterprises of governments and appropriated for the public good. For the purpose of this program, federal funds never lose their identity.

Federal requirements must be met for both the federal share of expenses and the matching funds. Local WSU faculty and staff assist community partners in meeting the fiscal requirements by providing instructions and worksheets and answering questions. The cost principles are specified under OMB Circulars A-87, A-21, and A-122. Allowable costs are also defined by Food and Nutrition Service (FNS) departmental rules at 7 CFR 3016 and Food Stamp Program rules at 7 CFR Part 277, and the Food Stamp Nutrition Education Guidance issued annually.

Extension's community partners document the value of their matching public funds as a best estimate on the Letter of Support, using provided worksheets for details. Community partners document actual, after-the-fact contributions quarterly with a Letter of Verification and supporting details.

Partner agencies agree to maintain records of their FSNE cost share funds for audit for six years. WSU programs are subject to federal, state, and internal audits.

LETTER OF AGREEMENT FOR NUTRITION EDUCATION

Contingent on the award of federal funds, WSU *Food Sense* will provide education and other services as outlined in the Food Stamp Nutrition Education State Plan. In consideration of those services and the opportunity to participate in the program, the county/agency named below is agreeing to enter into a Letter of Support (attached) and to keep and provide the records and services outlined in this Introductory Letter and Agreement.

I. PURPOSE & SCOPE

This is an agreement between Washington State University Extension and Benton County to provide support for the delivery of nutrition education for the residents of Benton County who are Food Stamp eligible persons.

This agreement:

1. Identifies the roles and responsibilities of each party for this activity.
2. Confirms the intent of WSU to provide nutrition education services to residents of Benton County who are Food Stamp eligible.
3. Confirms the intent of Benton County to provide non-federal public funds as matching funds detailed in the Letter of Support to increase nutrition education for eligible county residents.
4. Supports WSU's contract with the Department of Social and Health Services to deliver nutrition education for Basic Food (Food Stamp) eligible persons, including adults and youth.

II. UNDER THIS AGREEMENT WASHINGTON STATE UNIVERSITY WILL:

1. Develop a plan for the delivery of the nutrition education.
2. Hire, supervise and train staff to deliver the nutrition education program.
3. Provide travel costs, demonstration supplies and printed materials for nutrition education classes.
4. Provide technical assistance in preparing required documentation.
5. Maintain enrollment records of clients reached, and evaluate the impacts of the nutrition education intervention.
6. Report to **Benton** County officials regarding the outcomes and impacts of its programs.

III. UNDER THIS AGREEMENT **Benton** COUNTY WILL:

1. Maintain records of matching fund contributions for audit for 6 years.
2. Provide the following as detailed in the Letter of Support (check all that apply):
 - Provide County Extension staff to support the delivery of nutrition education classes.
 - Provide space for WSU faculty and staff who work in the nutrition education program.
 - Provide other goods and services for use by the nutrition education program.
 - Other (describe)

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. Modification: This agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.
2. Termination: This agreement may be terminated by either party hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred prior to the date of termination.
3. Each party to this agreement shall be responsible for its own acts or omissions and those of its officers, employees, and agents. No party to this agreement shall be responsible for the acts and omissions of those not a party to this agreement and each party shall indemnify and hold the others harmless for any and all claims, injuries, damages, losses or suits, including attorneys' fees, arising out of its own acts or omissions and those of its officers, employees and agents.

V. FUNDING

This agreement is contingent on the award of federal funds. This agreement does not include the reimbursement of funds between the two parties.

VI. EFFECTIVE DATE AND SIGNATURE

This agreement shall be effective upon the signature of Washington State University and **Benton** County authorized officials. It shall be in force from October 1, 2008 to September 30, 2009.

Washington State University and **Benton** County indicate agreement by their signatures.

Daniel G. Nordquist, Director, OGRD/APSP

Name/title: Claude L. Oliver, Chair

Washington State University

Agency: **Benton County Commissioners**

Signature

Date

Signature

Date

11:00

Executive Session

Potential Litigation

M Wennér

11:00

AGENDA SUMMARY SHEET

MEETING DATE: April 14, 2008

AGENDA ITEM: Claim CC08-06

SUBJECT:

- Consent Agenda Public Hearing Discussion
 1st Discussion 2nd Discussion Other

TYPE OF ACTION NEEDED:

- Execute Contract Pass Resolution Pass Ordinance
 Pass Motion Other

BACKGROUND INFORMATION:

The Risk Manager and Civil Prosecutor request an executive session to discuss claim CC08-06.

SUMMARY:

See above.

RECEIVED

APR 08 2008

BENTON COUNTY
COMMISSIONERS



KENNEWICK IRRIGATION DISTRICT	
Max	<input checked="" type="checkbox"/>
Leo	<input checked="" type="checkbox"/>
Claude	<input checked="" type="checkbox"/>
David	CC (w/ Benitz)
Loretta	CC (w/ Benitz)
Other	

April 2, 2008

Mr. Max Benitz, Jr., Commissioner
Benton County Commissioners
7320 W. Quinault Ave.
Kennewick, WA 99336

RE: KID BOARD OF DIRECTORS POSITION 2 CANDIDATES

Dear Mr. Benitz:

The Kennewick Irrigation District (KID) had eleven applicants for the recently vacated Position 2 on the Board. The current sitting Board of four directors (Mr. Bill Kinsel, Mr. John Pringle, Mr. John Jaksch and Mr. Dale Walter) interviewed ten of the candidates on March 25, 2008. Also sitting in on the interviews were Mr. Doug Grover (Manager KID) and Mr. Frank Corpuz (Deputy Manager).

The purpose of the interviews was for us to get a sense of each candidate's qualifications to be a Board member and to give you, the Commissioners, our ranking of who we thought would be a good Board member. Some of the criteria we employed in arriving at our rankings were the qualifications of the applicant vis-a-vis the qualifications of the sitting Board, their knowledge of the issues facing KID (e.g., LID 1000, Red Mountain, etc.) and the time commitment required to be an effective Board member, among other considerations. These interviews were conducted not to substitute for your authority to make the final selection, but to provide you our input for your consideration in making the selection.

The collective ranking of the candidates by the four sitting Board members, Mr. Grover and Mr. Corpuz are as follows:

- Mr. Matt Strong – 6 votes
- Mr. James Diecker – 5 votes
- Mr. Eugene Johnson – 3 votes

Should you have any questions about how we arrived at these rankings, do not hesitate to let me know. If you would like, I can meet with you in person to explain the rationale for the rankings.

Sincerely,

John A. Jaksch
KID Board President
509-582-7619

JAJ/df

Encl: Packet of eleven applications for Position 2

CC: Board Position 2
Board Correspondence

11:25

AGENDA ITEM =====	TYPE OF ACTION NEEDED =====	
Meeting Date: April 14, 2008 Subject: 2 new offices in Jail Prepared By: Keith Mercer Reviewed By: R. Rogers, L. Smith Kelty A. Thompson	Execute Contract <u>xxx</u> Pass Resolution Pass Ordinance Pass Motion Other	Consent Agenda <u> X</u> Public Hearing 1st Discussion 2nd Discussion Other

SUMMARY & BACKGROUND INFORMATION

In the Jail, there is currently space that is not being used to its full potential. As it is right now, there is a large area in the back of the Booking Area that is occasionally being used by Immigration Customs Enforcement Officers for interviews. The Jail Captain suggested enclosing this area behind the Booking Officers to make two Offices. The Offices will be for the Warrants Clerks, who are currently working out of a small-enclosed area in the Jail, which was originally designed as a dress out room for inmates. By having the two Warrants Clerks located right behind the Booking Officers would allow them to be more accessible to the inmates and Booking Officers, so they could better accommodate the Arresting Officers, Booking Officers and inmates that need to have warrants served, confirmed and processed.

FISCAL IMPACT

\$7,400.00 excluding WSST to be paid out of the Jail Depreciation fund

MOTION

RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON**

**IN THE MATTER OF AWARDING THE CONSTRUCTION AGREEMENT FOR THE TWO
(2) NEW OFFICES LOCATED IN THE BENTON COUNTY JAIL FACILITY, KENNEWICK,
WA**

WHEREAS, per resolution 08-131, any public works services or materials involving less than \$10,000, advertisement and competitive bidding may be dispensed, and such contracts may be entered into after direct negotiation and authorization from the Board of Benton County Commissioners; and

WHEREAS, Facilities personnel solicited Fowler General Construction Inc. to provide a quote on constructing two (2) new offices located in the Benton County Jail near the booking desks; and

WHEREAS, Fowler General Construction Inc. provided a quote of \$7,400 excluding WSST; and

WHEREAS, the Benton County Facilities Manager has reviewed the quote for completeness and recommends contracting with Fowler General Construction Inc, Richland, WA; **NOW THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Facilities Manager's recommendation and hereby awards Fowler General Construction Inc. the construction agreement for the two (2) new offices located in the Benton County Jail Facility, Kennewick, WA in the amount of \$7,400.00 excluding WSST.

BE IT FURTHER RESOLVED the Board hereby authorizes the Chairman to sign the construction agreement contract attached hereto.

Dated this _____ day of _____, 2008

Chairman of the Board

Member

Member

Attest: _____

Clerk of the Board

**CONSTRUCTION AGREEMENT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Fowler General Constructions, Inc, with its principal mailing address at 1820 Terminal Dr., Richland, Washington 99352 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of this agreement and the following exhibits, which are incorporated herein by this reference

- A. Exhibit A - Proposal/Scope of Work
- B. Exhibit B - Washington State Prevailing Wage Rates for Public Works Contracts

2. DURATION OF CONTRACT

The term of this Contract shall begin when executed by both parties and expire forty-five (45) days later. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. The CONTRACTOR shall frame two (2) new offices, located in the Benton County Jail Facility by the booking desks, in accordance with Exhibit A, which is attached hereto and incorporated herein by reference.
- b. In the event that the work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur.
- c. The CONTRACTOR agrees to provide its own labor and materials.

Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the COUNTY.

- d. The CONTRACTOR shall perform the work specified in the Contract according to all L & I standards as well as standard industry practice.
- e. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- f. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

4. **CONTRACT REPRESENTATIVES**

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

- a. For CONTRACTOR:

Jasen Banta - Construction Manager
1820 Terminal Dr.
Richland, Washington 99352
Phone 509-943-2643
Cell 509-430-7311

- b. For COUNTY:

Roy Rogers - Facilities Manager
7122 W. Okanogan Pl.
Kennewick, WA 99336
Phone 509-222-3710
Fax 509-736-2708

5. **COMPENSATION**

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

- a. The CONTRACTOR shall be paid in accordance with the proposal provided in Exhibit A attached hereto.
- b. The total amount payable to the CONTRACTOR under this Contract shall not exceed seven thousand four hundred dollars and zero

cents (\$7,400.00) excluding Washington State Sales Tax.

- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract. Also, no payment shall be made until CONTRACTOR submits a statement of intent to pay prevailing wages in a form acceptable to, and as certified by, the Washington State Department of Labor and Industries. Thereafter, final payment shall not be made until an affidavit of prevailing wages paid is submitted in a form acceptable to, and as certified by, the Washington State Department of Labor and Industries.
- d. The CONTRACTOR may, in accordance with **Exhibit A**, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.
- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- g. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections

without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

- b. No amendment, modification or renewal shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

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

FURTHER PROVIDED that if liability is caused by or results from the concurrent negligence of a) CONTRACTOR or CONTRACTOR'S agents or employees, and b) COUNTY or COUNTY'S agents or employees, then the indemnification contemplated in this section shall only apply to the extent of CONTRACTOR'S negligence.

- b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws. By executing this Contract, the CONTRACTOR acknowledges that the

foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder.

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

8. INSURANCE

- a. **Workers Compensation:** CONTRACTOR shall comply with all Washington State Workers Compensation laws. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance.
- b. **Commercial General Liability and Employers Liability Insurance:** CONTRACTOR shall maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than two million dollars (\$2,000,000).

The CONTRACTOR will provide commercial general liability coverage which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.

CONTRACTOR also shall maintain employers liability insurance with limits of not less than one million dollars (\$1,000,000) each incident for bodily injury by accident or one million dollars (\$1,000,000) each employee for bodily injury by disease.

- c. **Automobile Liability:** The CONTRACTOR shall maintain business automobile liability insurance with a limit of not less than

one million dollars (\$1,000,000) per accident, using a combined single limit for bodily injury and property damages. Such coverage shall cover liability arising out of Any Auto. CONTRACTOR waives all rights against the COUNTY for the recovery of damages to the extent they are covered by business auto liability.

d. **Other Insurance Provisions:**

- (1) The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.
- (2) The COUNTY, its officers, officials, employees and agents shall be named as additional insureds with respect to performance of services on all required insurance policies, except for any required automobile liability policy.
- (3) The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
- (4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
- (5) The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (6) The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- (7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
- (8) The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly

replaced. If the CONTRACTOR'S liability coverage is written as a claims made policy, then the CONTRACTOR must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after completion of the services required under this Contract.

- e. **Verification of Coverage and Acceptability of Insurers:** All insurance required under this CONTRACT shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best=s Reports. Any exception to this requirement must be reviewed and approved by the Benton County Prosecuto=s Office. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.
- (1) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered accord form certificates of insurance or a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this Contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision.
 - (2) The CONTRACTOR shall furnish the COUNTY with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.
 - (3) Certificates of insurance shall show the certificate holder as "Benton County" and include "c/o" the COUNTY'S Contract Representative. The address of the certificate holder shall be shown as the current address of the COUNTY'S Contract Representative.
 - (4) The CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that CONTRACTOR is currently paying workers compensation.

- (5) All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY at the following address:

Risk Manager
Benton County Prosecuting Attorney's Office
7320 W. Quinault Avenue
Kennewick, WA 99336

- (6) The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager.
- (7) If CONTRACTOR is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to COUNTY. If requested by COUNTY, CONTRACTOR must describe its financial condition and the self-insured funding mechanism.

9. PERFORMANCE BOND

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to 100% of the contract sum as security for the performance by the contractor of this Agreement and payment of all the persons performing labor and supplying materials pursuant to this agreement. PROVIDED that CONTRACTOR may elect, in lieu of the bond, to allow COUNTY to retain 50% of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under chapter 60.28, RCW, whichever is later. Either proof of the performance bond, or written notification of the CONTRACTOR'S desire to elect the alternative to the bond described above, must be received by COUNTY within ten (10) days following the execution of this agreement.

10. TERMINATION

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

the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may terminate this Contract, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

11. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

12. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

13. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section **Five** of this Contract, and the CONTRACTOR is not entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

14. COMPLIANCE WITH LAWS AND PREVAILING WAGE

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract, including, but not limited to, prevailing wage laws. Specifically, at a minimum, the prevailing wages set out in Exhibit B shall be paid to all employees, agents, sub-contractors or sub-sub-contractors who do any work for CONTRACTOR on this project. CONTRACTOR shall ensure that all sub-contractors or sub-sub-contractors sign an agreement to pay these same wages, and that such a signed agreement is submitted to COUNTY prior to sub-contractor commencing any work on the project. This schedule is duplicated from the Washington State Department of Labor & Industries website, is provided for informational purposes only and

COUNTY takes no responsibility for any inaccuracies or ambiguities contained therein. If CONTRACTOR believes the schedule contains any such ambiguities or inaccuracies then CONTRACTOR is responsible for contact the Department of Labor and Industries directly to resolve them. Perceived inaccuracies or ambiguities in the schedule shall not relieve CONTRACTOR from its obligation pursuant to this contract and relevant law to pay prevailing wages.

15. INSPECTION OF BOOKS AND RECORDS

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

16. NONDISCRIMINATION

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

17. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- a. All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.
- b. All design work done by the CONTRACTOR shall be done on AutoCAD, release 12 or higher or other systems mutually agreed upon, an electronic copy of which shall be submitted to the COUNTY upon request and/or at the end of the job. Should a construction project result from the work of the CONTRACTOR, the record drawings from the CONTRACTOR shall be transposed onto the electronic design drawings and submitted to the COUNTY.
- c. An electronic copy of all word processing documents shall be

submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

18. PATENT/COPYRIGHT INFRINGEMENT

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

19. DISPUTES

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

20. CONFIDENTIALITY

The CONTRACTOR, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

21. CHOICE OF LAW, JURISDICTION AND VENUE

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

County, Washington.

22. SUCCESSORS AND ASSIGNS

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

23. SEVERABILITY

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

24. ENTIRE AGREEMENT

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

25. NOTICES

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

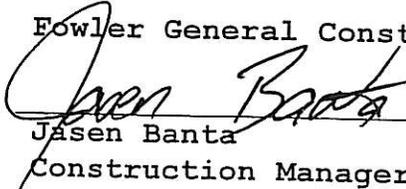
IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective on the last date signed.

The parties specifically certify that the provisions contained within paragraph 7(b) are mutually negotiated.

BENTON COUNTY

Fowler General Construction Inc.

Claude Oliver, Chairman
Benton County Commissioner

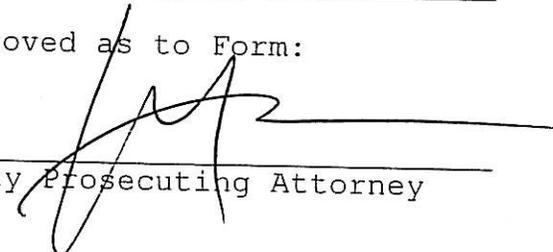


Jason Banta
Construction Manager

Dated: _____

Dated: 4/8/08

Approved as to Form:



Deputy Prosecuting Attorney

February 21, 2008

Benton County Justice Center
7122 Okanogan Pl
Kennewick, WA 99336

Attention: Mr. Dean Docken

Subject: Frame 2 New Offices

Fowler General Construction (FGC) is pleased to provide an estimate of \$7400.00 for the below listed scope.

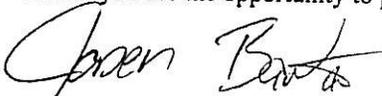
Scope Outline:

- Frame new office walls with 3-5/8" metal studs, 5/8" sheet rock, mud, tape and texture. (Wall will be framed up to grid ceiling)
- Procure and install 2 new hollow metal door frames, doors and hardware
- Procure and install 2 new 4x4 HM window frames and glazing
- Paint entire office with (1) coat of latex paint.
- Paint door frames, doors and window frames
- Install cove base to match existing
- Relocate 2 existing supply air registers
- Adjust grid to accommodate new supply air registers

Exclusions:

- Building Permit
- Electrical modifications

Thank you for the opportunity to provide an estimate on the above outlined scope of work.



Jasen Banta
Construction Manager
Office: (509)943-2643
Mobile: (509)430-7311

COPY

**PREVAILING WAGE RATES
FOR
BENTON COUNTY
APPRENTICES
EFFECTIVE DATE
3/3/2007**

Stage of Progression && Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
<u>ASBESTOS ABATEMENT WORKERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-1000 HOURS 60.00%				
2 1001-2000 HOURS 70.00%	\$19.69	1M	5D	
3 2001-3000 HOURS 80.00%	\$21.77	1M	5D	
4 3001-4000 HOURS 90.00%	\$23.85	1M	5D	
	\$25.93	1M	5D	
<u>BOILERMAKERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-1000 HOURS 70.00%				
2 1001-2000 HOURS 75.00%	\$38.86	1C	5N	
3 2001-3000 HOURS 80.00%	\$40.30	1C	5N	
4 3001-4000 HOURS 85.00%	\$41.73	1C	5N	
5 4001-5000 HOURS 90.00%	\$43.17	1C	5N	
6 5001-6000 HOURS 95.00%	\$44.60	1C	5N	
	\$46.04	1C	5N	
<u>BRICK AND MARBLE MASONS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-0700 HOURS 40.00%				
2 0701-2100 HOURS 55.00%	\$15.78	1M	5A	
3 2101-2800 HOURS 60.00%	\$23.89	1M	5A	
4 2801-3500 HOURS 70.00%	\$25.17	1M	5A	
5 3501-4200 HOURS 80.00%	\$27.72	1M	5A	
6 4201-5000 HOURS 90.00%	\$30.27	1M	5A	
	\$32.82	1M	5A	
<u>CARPENTERS</u>				
<u>CARPENTER</u>				
1 0000-0500 HOURS 60.00%				
2 0501-1000 HOURS 65.00%	\$20.21	1B	5A	8N
3 1001-1700 HOURS 70.00%	\$21.45	1B	5A	8N
4 1701-2400 HOURS 75.00%	\$22.70	1B	5A	8N
5 2401-3100 HOURS 80.00%	\$27.20	1B	5A	8N
6 3101-3800 HOURS 85.00%	\$28.44	1B	5A	8N
7 3801-4500 HOURS 90.00%	\$29.69	1B	5A	8N
8 4501-5200 HOURS 95.00%	\$30.94	1B	5A	8N
	\$32.18	1B	5A	8N
<u>MILLWRIGHT AND MACHINE ERECTORS</u>				
1 1st Period 70.00%				
2 2nd Period 75.00%	\$23.58	1B	5A	8N
3 3rd Period 80.00%	\$28.14	1B	5A	8N
4 4th Period 85.00%	\$29.44	1B	5A	8N
	\$30.75	1B	5A	8N
<u>PILED RIVER/CARPENTER</u>				
1 0000-0500 HOURS 60.00%				
2 0501-1000 HOURS 65.00%	\$20.21	1B	5A	8N
3 1001-1700 HOURS 70.00%	\$21.45	1B	5A	8N
4 1701-2400 HOURS 75.00%	\$22.70	1B	5A	8N
5 2401-3100 HOURS 80.00%	\$27.20	1B	5A	8N
6 3101-3800 HOURS 85.00%	\$28.44	1B	5A	8N
	\$29.69	1B	5A	8N

**PREVAILING WAGE RATES
FOR
BENTON COUNTY
APPRENTICES
EFFECTIVE DATE
3/3/2007**

Stage of Progression && Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
7 3801-4500 HOURS 90.00%	\$30.94	1B	5A	8N
8 4501-5200 HOURS 95.00%	\$32.18	1B	5A	8N
<u>PILED RIVER/DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING, OR CREOSOTE TREATED MATERIAL ON ALL PILING</u>				
1 0000-0500 HOURS 60.00%	\$20.37	1B	5A	8N
2 0501-1000 HOURS 65.00%	\$21.63	1B	5A	8N
3 1001-1700 HOURS 70.00%	\$22.89	1B	5A	8N
4 1701-2400 HOURS 75.00%	\$27.40	1B	5A	8N
5 2401-3100 HOURS 80.00%	\$28.66	1B	5A	8N
6 3101-3800 HOURS 85.00%	\$29.92	1B	5A	8N
7 3801-4500 HOURS 90.00%	\$31.18	1B	5A	8N
8 4501-5200 HOURS 95.00%	\$32.44	1B	5A	8N
<u>CEMENT MASONS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-1000 HOURS 60.00%	\$21.99	1N	5D	
2 1001-2000 HOURS 70.00%	\$24.36	1N	5D	
3 2001-3000 HOURS 80.00%	\$26.72	1N	5D	
4 3001-4000 HOURS 90.00%	\$29.09	1N	5D	
<u>DRYWALL TAPERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-0750 HOURS 50.00%	\$15.30	1P	5A	
2 0751-1500 HOURS 55.00%	\$16.37	1P	5A	
3 1501-2250 HOURS 65.00%	\$20.22	1P	5A	
4 2251-3000 HOURS 75.00%	\$22.36	1P	5A	
5 3001-3750 HOURS 85.00%	\$26.22	1P	5A	
6 3751-4500 HOURS 90.00%	\$27.29	1P	5A	
<u>ELECTRICIANS - INSIDE</u>				
<u>JOURNEY LEVEL</u>				
APPRENTICES INDENTURED AFTER JUNE 1, 1999				
1 0000-1000 HOURS 45.00%	\$20.30	1E	5A	
2 1001-2000 HOURS 50.00%	\$21.85	1E	5A	
3 2001-3500 HOURS 55.00%	\$27.64	1E	5A	
4 3501-5000 HOURS 70.00%	\$33.28	1E	5A	
5 5001-6500 HOURS 80.00%	\$37.03	1E	5A	
6 6501-8000 HOURS 90.00%	\$40.79	1E	5A	
7 7th Period 95.00%	\$42.66	1E	5A	
4 3501-5000 HOURS 65.00%	\$31.40	1E	5A	
5 5001-6500 HOURS 75.00%	\$35.15	1E	5A	
6 6501-8000 HOURS 85.00%	\$38.91	1E	5A	
<u>ELECTRICIANS - POWERLINE CONSTRUCTION</u>				
<u>JOURNEY LEVEL LINEPERSON</u>				
1 0000-1000 HOURS 60.00%	\$32.03	4A	5A	
2 1001-2000 HOURS 63.00%	\$33.20	4A	5A	
3 2001-3000 HOURS 67.00%	\$34.76	4A	5A	
4 3001-4000 HOURS 72.00%	\$36.71	4A	5A	

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**PREVAILING WAGE RATES
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EFFECTIVE DATE
3/3/2007**

Stage of Progression && Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
5 4001-5000 HOURS 78.00%	\$39.05	4A	5A	
6 5001-6000 HOURS 86.00%	\$42.17	4A	5A	
7 6001-7000 HOURS 90.00%	\$43.73	4A	5A	
<u>POLE SPRAYER</u>				
1 0000-1000 HOURS 85.70%				
2 1001-2000 HOURS 89.80%	\$42.06	4A	5A	
3 2001-3000 HOURS 92.80%	\$43.66	4A	5A	
<u>ELEVATOR CONSTRUCTORS</u>				
<u>MECHANIC</u>				
1 0000-1000 HOURS 50.00%				
2 1001-1700 HOURS 55.00%	\$20.69	4A	6Q	
3 1701-3400 HOURS 65.00%	\$37.36	4A	6Q	
4 3401-5100 HOURS 70.00%	\$41.76	4A	6Q	
5 5101-6800 HOURS 80.00%	\$44.55	4A	6Q	
<u>ELECTRONIC TECHNICIANS</u>				
<u>ELECTRONIC TECHNICIANS JOURNEY LEVEL</u>				
1 0000-1000 HOURS 45.00%				
2 1001-2000 HOURS 50.00%	\$7.93	1		
3 2001-3500 HOURS 55.00%	\$7.93	1		
4 3501-5000 HOURS 65.00%	\$7.93	1		
5 5001-6500 HOURS 75.00%	\$7.93	1		
6 6501-8000 HOURS 85.00%	\$8.25	1		
<u>TELECOMMUNICATION TECHNICIANS</u>				
<u>TELECOMMUNICATION TECHNICIANS JOURNEY LEVEL</u>				
1 0000-1000 HOURS 45.00%				
2 1001-2000 HOURS 50.00%	\$7.93	1		
3 2001-3500 HOURS 55.00%	\$8.70	1		
4 3501-5000 HOURS 65.00%	\$9.56	1		
5 5001-6500 HOURS 75.00%	\$11.30	1		
6 6501-8000 HOURS 85.00%	\$13.04	1		
<u>GLAZIERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-1000 HOURS 55.00%				
2 1001-2000 HOURS 60.00%	\$9.89	1K	5A	
3 2001-3000 HOURS 65.00%	\$15.33	1K	5A	
4 3001-4000 HOURS 70.00%	\$17.22	1K	5A	
5 4001-5000 HOURS 80.00%	\$18.11	1K	5A	
6 5001-6000 HOURS 90.00%	\$19.89	1K	5A	
<u>HEAT & FROST INSULATORS AND ASBESTOS WORKERS</u>				
<u>MECHANIC</u>				
1 0000-1600 HOURS 60.00%				
2 1601-3200 HOURS 70.00%	\$28.40	1U	5C	
3 3201-4800 HOURS 80.00%	\$31.13	1U	5C	
4 4801-6400 HOURS 90.00%	\$33.85	1U	5C	
	\$36.58	1U	5C	

**PREVAILING WAGE RATES
FOR
BENTON COUNTY
APPRENTICES
EFFECTIVE DATE
3/3/2007**

Stage of Progression & Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
<u>HOD CARRIERS & MASON TENDERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-1000 HOURS 60.00%				
2 1001-2000 HOURS 70.00%	\$20.76	1M	5D	
3 2001-3000 HOURS 80.00%	\$23.02	1M	5D	
4 3001-4000 HOURS 90.00%	\$25.28	1M	5D	
	\$27.54	1M	5D	
<u>INSULATION APPLICATORS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-1000 HOURS 50.00%				
2 1001-2000 HOURS 60.00%	\$7.94	1		
3 2001-3000 HOURS 75.00%	\$9.52	1		
4 3001-4000 HOURS 90.00%	\$11.90	1		
	\$14.28	1		
<u>IRONWORKERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-0750 HOURS 65.00%				
2 0751-1500 HOURS 70.00%	\$25.07	1O	5A	
3 1501-2250 HOURS 75.00%	\$26.46	1O	5A	
4 2251-3000 HOURS 80.00%	\$35.60	1O	5A	
5 3001-3750 HOURS 90.00%	\$36.99	1O	5A	
6 3751-4500 HOURS 90.00%	\$39.77	1O	5A	
7 4501-5250 HOURS 95.00%	\$39.77	1O	5A	
8 5251-6000 HOURS 95.00%	\$41.16	1O	5A	
	\$41.16	1O	5A	
<u>LABORERS</u>				
<u>GENERAL LABORER</u>				
1 0000-1000 HOURS 60.00%				
2 1001-2000 HOURS 70.00%	\$19.69	1M	5D	
3 2001-3000 HOURS 80.00%	\$21.77	1M	5D	
4 3001-4000 HOURS 90.00%	\$23.85	1M	5D	
	\$25.93	1M	5D	
<u>LABORERS - UNDERGROUND SEWER & WATER</u>				
<u>GENERAL LABORER</u>				
1 0000-1000 HOURS 60.00%				
2 1001-2000 HOURS 70.00%	\$19.69	1M	5D	
3 2001-3000 HOURS 80.00%	\$21.77	1M	5D	
4 3001-4000 HOURS 90.00%	\$23.85	1M	5D	
	\$25.93	1M	5D	
<u>LATHERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-0500 HOURS 60.00%				
2 0501-1000 HOURS 65.00%	\$19.81	1B	5A	8N
3 1001-2000 HOURS 70.00%	\$21.02	1B	5A	8N
4 2001-3000 HOURS 75.00%	\$22.23	1B	5A	8N
5 3001-4000 HOURS 80.00%	\$26.70	1B	5A	8N
6 4001-5000 HOURS 85.00%	\$27.91	1B	5A	8N
7 5001-6000 HOURS 90.00%	\$29.12	1B	5A	8N
8 6001-8000 HOURS 95.00%	\$30.33	1B	5A	8N
	\$31.55	1B	5A	8N

COPY

**PREVAILING WAGE RATES
FOR
BENTON COUNTY
APPRENTICES
EFFECTIVE DATE
3/3/2007**

Stage of Progression && Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
<u>PAINTERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-0750 HOURS 55.00%				
2 0751-1500 HOURS 65.00%	\$15.87	1W	5A	
3 1501-2250 HOURS 75.00%	\$18.91	1W	5A	
4 2251-3000 HOURS 80.00%	\$20.92	1W	5A	
5 3001-3750 HOURS 85.00%	\$22.95	1W	5A	
6 3751-4500 HOURS 95.00%	\$23.96	1W	5A	
	\$25.97	1W	5A	
<u>PLASTERERS</u>				
<u>JOURNEY LEVEL</u>				
1 1st Period 60.00%				
2 2nd Period 70.00%	\$21.50	1N	5D	
3 3rd Period 80.00%	\$23.78	1N	5D	
4 4th Period 90.00%	\$26.07	1N	5D	
	\$28.35	1N	5D	
<u>PLUMBERS & PIPEFITTERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-1000 HOURS 45.00%				
2 1001-2000 HOURS 50.00%	\$33.40	1Q	5A	
3 2001-3000 HOURS 55.00%	\$35.06	1Q	5A	
4 3001-4000 HOURS 60.00%	\$36.72	1Q	5A	
5 4001-5000 HOURS 65.00%	\$38.37	1Q	5A	
6 5001-6000 HOURS 70.00%	\$40.04	1Q	5A	
7 6001-7000 HOURS 75.00%	\$41.69	1Q	5A	
8 7001-8000 HOURS 80.00%	\$43.36	1Q	5A	
9 8001-9000 HOURS 85.00%	\$45.01	1Q	5A	
10 9001-10000 HOURS 85.00%	\$46.68	1Q	5A	
	\$46.68	1Q	5A	
<u>POWER EQUIPMENT OPERATORS</u>				
<u>BACKHOE & HOE RAM (3/4 - 3 YD)</u>				
<u>ALL EQUIPMENT</u>				
1 0000-1000 HOURS 55.00%				
2 1001-2000 HOURS 60.00%	\$18.84	1M	5D	8D
3 2001-3000 HOURS 65.00%	\$20.04	1M	5D	8D
4 3001-4000 HOURS 70.00%	\$24.00	1M	5D	8D
5 4001-5000 HOURS 75.00%	\$25.20	1M	5D	8D
6 5001-6000 HOURS 80.00%	\$26.41	1M	5D	8D
7 6001-7000 HOURS 85.00%	\$27.62	1M	5D	8D
8 7001-8000 HOURS 90.00%	\$28.82	1M	5D	8D
	\$30.03	1M	5D	8D
<u>POWER EQUIPMENT OPERATORS- UNDERGROUND SEWER & WATER</u>				
<u>(SEE POWER EQUIPMENT OPERATORS)</u>				
1 0000-1000 HOURS 55.00%				
2 1001-2000 HOURS 60.00%	\$18.84			
3 2001-3000 HOURS 65.00%	\$20.04			
4 3001-4000 HOURS 70.00%	\$24.00			
5 4001-5000 HOURS 75.00%	\$25.20			
	\$26.41			

PREVAILING WAGE RATES
FOR
BENTON COUNTY
APPRENTICES
EFFECTIVE DATE
3/3/2007

Stage of Progression && Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
6 5001-6000 HOURS 80.00%	\$27.62			
7 6001-7000 HOURS 85.00%	\$28.82			
8 7001-8000 HOURS 90.00%	\$30.03			
<u>POWER LINE CLEARANCE TREE TRIMMERS</u>				
<u>TREE TRIMMER</u>				
1 0000-1000 HOURS 75.00%	\$25.17	4A	5A	
2 1001-2000 HOURS 80.00%	\$26.34	4A	5A	
3 2001-3000 HOURS 85.00%	\$27.52	4A	5A	
4 3001-4000 HOURS 90.00%	\$28.70	4A	5A	
<u>REFRIGERATION & AIR CONDITIONING MECHANICS</u>				
<u>MECHANIC</u>				
1 0000-1000 HOURS 40.00%	\$12.46	1		
2 1001-2000 HOURS 50.00%	\$15.58	1		
3 2001-3000 HOURS 55.00%	\$17.14	1		
4 3001-4000 HOURS 60.00%	\$18.70	1		
5 4001-5000 HOURS 65.00%	\$20.25	1		
6 5001-6000 HOURS 70.00%	\$21.81	1		
7 6001-7000 HOURS 80.00%	\$24.93	1		
8 7001-8000 HOURS 85.00%	\$26.49	1		
9 8001-9000 HOURS 85.00%	\$26.49	1		
10 9001-10000 HOURS 85.00%	\$26.49	1		
<u>RESIDENTIAL CARPENTERS</u>				
<u>JOURNEY LEVEL</u>				
1 1st Period 60.00%	\$10.90	1		
2 2nd Period 65.00%	\$11.80	1		
3 3rd Period 70.00%	\$12.71	1		
4 4th Period 75.00%	\$13.62	1		
5 5th Period 80.00%	\$14.53	1		
6 6th Period 85.00%	\$15.44	1		
7 7th Period 90.00%	\$16.34	1		
8 8th Period 95.00%	\$17.25	1		
<u>RESIDENTIAL ELECTRICIANS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-1000 HOURS 50.00%	\$13.33	1		
2 1001-2000 HOURS 60.00%	\$16.00	1		
3 2001-3000 HOURS 75.00%	\$20.00	1		
4 3001-4000 HOURS 90.00%	\$23.99	1		
<u>RESIDENTIAL PLUMBERS & PIPEFITTERS</u>				
<u>JOURNEY LEVEL</u>				
1 1st Period 50.00%	\$12.32	1		
2 2nd Period 55.00%	\$13.55	1		
3 3rd Period 60.00%	\$14.78	1		
4 4th Period 70.00%	\$17.25	1		
5 5th Period 80.00%	\$19.71	1		

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**PREVAILING WAGE RATES
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APPRENTICES
EFFECTIVE DATE
3/3/2007**

Stage of Progression && Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
6 6th Period 90.00%	\$22.18	1		
<u>RESIDENTIAL SHEET METAL WORKERS</u>				
<u>JOURNEY LEVEL (FIELD OR SHOP)</u>				
1 0000-1000 HOURS 50.00%				
2 1001-2000 HOURS 60.00%	\$16.91	1B	5A	
3 2001-4000 HOURS 65.00%	\$21.03	1B	5A	
4 4001-6000 HOURS 70.00%	\$22.20	1B	5A	
5 6001-8000 HOURS 80.00%	\$23.39	1B	5A	
6 8001-10000 HOURS 85.00%	\$25.64	1B	5A	
	\$26.76	1B	5A	
<u>ROOFERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-0700 HOURS 70.00%				
2 0701-1400 HOURS 75.00%	\$23.30	2P	5I	
3 1401-2100 HOURS 80.00%	\$24.38	2P	5I	
4 2101-2800 HOURS 85.00%	\$25.45	2P	5I	
5 2801-3500 HOURS 90.00%	\$26.53	2P	5I	
6 3501-4200 HOURS 95.00%	\$27.60	2P	5I	
	\$28.68	2P	5I	
<u>SHEET METAL WORKERS</u>				
<u>JOURNEY LEVEL (FIELD OR SHOP)</u>				
<u>ENVIRONMENTAL</u>				
2 0000-2000 HOURS 50.00%				
3 2001-4000 HOURS 60.00%	\$24.17	1B	5A	
4 4001-6000 HOURS 70.00%	\$27.53	1B	5A	
1 0000-1000 HOURS 40.00%	\$30.91	1B	5A	
2 1001-2000 HOURS 45.00%	\$18.35	1B	5A	
3 2001-4000 HOURS 50.00%	\$22.08	1B	5A	
4 4001-6000 HOURS 60.00%	\$24.17	1B	5A	
5 6001-8000 HOURS 70.00%	\$27.53	1B	5A	
6 8001-10000 HOURS 80.00%	\$30.91	1B	5A	
	\$34.26	1B	5A	
<u>SOFT FLOOR LAYERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-1000 HOURS 50.00%				
2 1001-2000 HOURS 55.00%	\$13.47	1N	5A	
3 2001-3000 HOURS 60.00%	\$15.10	1N	5A	
4 3001-4000 HOURS 70.00%	\$15.99	1N	5A	
5 4001-5000 HOURS 80.00%	\$17.77	1N	5A	
6 5001-6000 HOURS 90.00%	\$19.55	1N	5A	
	\$21.33	1N	5A	
<u>SPRINKLER FITTERS (FIRE PROTECTION)</u>				
<u>JOURNEY LEVEL</u>				
<u>CLASS 1</u>				
1 1st Period 50.00%				
10 10th Period 90.00%	\$20.04	1R	5Q	
2 2nd Period 50.00%	\$39.00	1R	5Q	
3 3rd Period 55.00%	\$20.04	1R	5Q	
4 4th Period 60.00%	\$25.53	1R	5Q	
	\$26.88	1R	5Q	

PREVAILING WAGE RATES
FOR
BENTON COUNTY
APPRENTICES
EFFECTIVE DATE
3/3/2007

Stage of Progression && Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
5 5th Period 65.00%	\$32.23	1R	5Q	
6 6th Period 70.00%	\$33.59	1R	5Q	
7 7th Period 75.00%	\$34.94	1R	5Q	
8 8th Period 80.00%	\$36.29	1R	5Q	
9 9th Period 85.00%	\$37.64	1R	5Q	
<u>TILE, MARBLE & TERRAZZO FINISHERS</u>				
<u>FINISHER</u>				
1 0000-0700 HOURS 60.00%	\$17.30	2M	5A	
2 0701-2100 HOURS 70.00%	\$18.88	2M	5A	
3 2101-2800 HOURS 80.00%	\$20.46	2M	5A	
4 2801-3500 HOURS 90.00%	\$22.04	2M	5A	
<u>TERRAZZO WORKERS & TILE SETTERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-0700 HOURS 50.00%	\$17.69	2M	5A	
2 0701-2100 HOURS 60.00%	\$19.67	2M	5A	
3 2101-2800 HOURS 70.00%	\$21.64	2M	5A	
4 2801-3500 HOURS 80.00%	\$23.62	2M	5A	
5 3501-4200 HOURS 90.00%	\$25.59	2M	5A	
6 4201-4900 HOURS 95.00%	\$26.58	2M	5A	
<u>TRAFFIC CONTROL STRIPERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-0500 HOURS 60.00%	\$16.60	1		
2 0501-1000 HOURS 60.00%	\$16.60	1		
3 1001-2333 HOURS 60.00%	\$16.60	1		
4 2334-4666 HOURS 73.00%	\$20.20	1		
5 4667-7000 HOURS 88.00%	\$24.35	1		
<u>TRUCK DRIVERS</u>				
<u>DUMP TRUCK</u>				
<u>ALL TRUCKS</u>				
1 0000-0700 HOURS 70.00%	\$25.56	1N	5D	8M
2 0701-1400 HOURS 80.00%	\$27.73	1N	5D	8M
3 1401-2100 HOURS 90.00%	\$29.91	1N	5D	8M

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State of Washington
DEPARTMENT OF LABOR AND INDUSTRIES
 Prevailing Wage Section - Telephone (360) 902-5335
 PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage Rates For Public Works Contracts

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

BENTON COUNTY

Effective 03-03-07

<u>Classification</u>	<u>PREVAILING WAGE</u>	<u>(See Benefit Code Key)</u>		
		<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
ASBESTOS ABATEMENT WORKERS				
JOURNEY LEVEL	\$28.01	1M	5D	
BOILERMAKERS				
JOURNEY LEVEL	\$47.47	1C	5N	
BRICK AND MARBLE MASONS				
JOURNEY LEVEL	\$35.37	1M	5A	
CABINET MAKERS (IN SHOP)				
JOURNEY LEVEL	\$8.45	1		
CARPENTERS				
CARPENTER	\$33.43	1B	5A	8N
MILLWRIGHT AND MACHINE ERECTORS	\$34.68	1B	5A	8N
PILEDRIVER/CARPENTER	\$33.43	1B	5A	8N
PILEDRIVER/DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING, OR CREOSOTE TREATED MATERIAL ON ALL	\$33.70	1B	5A	8N
CEMENT MASONS				
JOURNEY LEVEL	\$31.46	1N	5D	
DIVERS & TENDERS				
DIVER	\$70.24	1B	5A	8A
DIVER TENDER	\$37.57	1B	5A	
DIVING MASTER	\$44.30	1B	5A	
SURFACE RCV & ROV OPERATOR	\$37.57	1B	5A	
SURFACE RCV & ROV OPERATOR TENDER	\$35.35	1B	5A	
DREDGE WORKERS				
ASSISTANT ENGINEER	\$42.02	1N	5D	8D
ASSISTANT MATE (DECKHAND)	\$41.51	1N	5D	8D
BOATMEN	\$42.02	1N	5D	8D
ENGINEER WELDER	\$42.07	1N	5D	8D
LEVERMAN, HYDRAULIC	\$43.64	1N	5D	8D
MAINTENANCE	\$41.64	1N	5D	8D
MATES	\$42.02	1N	5D	8D
OILER	\$41.64	1N	5D	8D
DRYWALL TAPERS				
JOURNEY LEVEL	\$29.44	1P	5A	
ELECTRICIANS - INSIDE				
JOURNEY LEVEL	\$44.54	1E	5A	
ELECTRICIANS - POWERLINE CONSTRUCTION				
CABLE SPLICER	\$55.40	4A	5A	
CERTIFIED LINE WELDER	\$49.64	4A	5A	
GROUNDPERSON	\$35.92	4A	5A	
HEAD GROUNDPERSON	\$37.88	4A	5A	
HEAVY LINE EQUIPMENT OPERATOR	\$49.64	4A	5A	
JACKHAMMER OPERATOR	\$37.88	4A	5A	
JOURNEY LEVEL LINEPERSON	\$49.64	4A	5A	
LINE EQUIPMENT OPERATOR	\$42.26	4A	5A	
POLE SPRAYER	\$49.64	4A	5A	
POWDERPERSON	\$37.88	4A	5A	
ELECTRONIC TECHNICIANS				
ELECTRONIC TECHNICIANS JOURNEY LEVEL	\$11.00	1		
ELEVATOR CONSTRUCTORS				
MECHANIC	\$57.88	4A	6Q	
MECHANIC IN CHARGE	\$63.45	4A	6Q	
FENCE ERECTORS				
FENCE ERECTOR	\$16.57	1		

BENTON COUNTY

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FLAGGERS				
JOURNEY LEVEL	\$25.91	1M	5D	
GLAZIERS				
JOURNEY LEVEL	\$24.04	1K	5A	
HEAT & FROST INSULATORS AND ASBESTOS WORKERS				
MECHANIC	\$39.30	1U	5C	
HOD CARRIERS & MASON TENDERS				
JOURNEY LEVEL	\$29.80	1M	5D	
INSULATION APPLICATORS				
JOURNEY LEVEL	\$15.87	1		
IRONWORKERS				
JOURNEY LEVEL	\$42.55	1O	5A	
LABORERS				
ASPHALT RAKER	\$28.55	1M	5D	
ASPHALT ROLLER, WALKING	\$28.28	1M	5D	
BRUSH HOG FEEDER	\$28.01	1M	5D	
BRUSH MACHINE	\$28.55	1M	5D	
CARPENTER TENDER	\$28.01	1M	5D	
CASSION WORKER	\$28.55	1M	5D	
CEMENT FINISHER TENDER	\$28.28	1M	5D	
CEMENT HANDLER	\$28.01	1M	5D	
CHAIN SAW OPERATOR AND FALLER	\$28.55	1M	5D	
CLEAN-UP LABORER	\$28.01	1M	5D	
CONCRETE CREWMAN	\$28.01	1M	5D	
CONCRETE SAW, WALKING	\$28.28	1M	5D	
CONCRETE SIGNALMAN	\$28.01	1M	5D	
CONCRETE STACK	\$28.55	1M	5D	
CRUSHER FEEDER	\$28.01	1M	5D	
DEMOLITION	\$28.01	1M	5D	
DEMOLITION TORCH	\$28.28	1M	5D	
DOPE POT FIREMAN	\$28.28	1M	5D	
DRILL HELPER, WHEN REQUIRED TO MOVE AND POSITON	\$28.28	1M	5D	
DRILL WITH DUAL MASTS	\$28.83	1M	5D	
DRILL, AIR TRACT	\$28.55	1M	5D	
DRILLS, WAGON	\$28.28	1M	5D	
DUMPMAN	\$28.01	1M	5D	
EROSION CONTROL WORKER	\$28.01	1M	5D	
FINAL DETAIL CLEANUP (i.e., dusting, vacuuming, window cleaning; NOT construction debris cleanup)	\$25.91	1M	5D	
FIRE WATCH	\$28.01	1M	5D	
FORM CLEANING MACHINE FEEDER, STACKER	\$28.01	1M	5D	
FORM SETTER, PAVING	\$28.28	1M	5D	
GENERAL LABORER	\$28.01	1M	5D	
GRADE CHECKER USING LEVEL, OPTIONAL	\$28.28	1M	5D	
GROUT MACHINE HEADER TENDER	\$28.01	1M	5D	
GUARDRAIL ERECTOR	\$28.01	1M	5D	
GUNITE NOZZLEMAN	\$28.55	1M	5D	
HAZARDOUS WASTE WORKER LEVEL A	\$28.83	1M	5D	
HAZARDOUS WASTE WORKER LEVEL B	\$28.55	1M	5D	
HAZARDOUS WASTE WORKER LEVEL C	\$28.28	1M	5D	
HAZARDOUS WASTE WORKER LEVEL D	\$28.01	1M	5D	
HIGH SCALER	\$28.55	1M	5D	
JACKHAMMER	\$28.28	1M	5D	
LASER BEAM OPERATOR	\$28.55	1M	5D	
MINER, CLASS "A"	\$28.01	1M	5D	
MINER, CLASS "B"	\$28.28	1M	5D	
MINER, CLASS "C"	\$28.55	1M	5D	
MINER, CLASS "D"	\$28.83	1M	5D	

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BENTON COUNTY

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Classification	PREVAILING WAGE	(See Benefit Code Key)		
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MONITOR OPERATOR, AIR TRACK, OR SIMILAR	\$28.55	1M	5D	
MORTAR MIXER	\$28.55	1M	5D	
NIPPER	\$28.01	1M	5D	
NOZZLEMAN, TO INCLUDE JET BLASTING	\$28.55	1M	5D	
NOZZLEMAN, TO INCLUDE SQUEEZE AND FLOW-CRETE	\$28.28	1M	5D	
NOZZLEMAN, WATER, AIR OR STEAM	\$28.28	1M	5D	
PAVEMENT BREAKER, 90 LBS & OVER	\$28.55	1M	5D	
PAVEMENT BREAKER, UNDER 90 LBS	\$28.28	1M	5D	
PIPE, WATER LINER	\$28.28	1M	5D	
PIPELAYER, CORRUGATED METAL CULVERT	\$28.28	1M	5D	
PIPELAYER, MULTI PLATE	\$28.28	1M	5D	
PIPELAYER, TO INCLUDE WORKING TOPMAN	\$28.55	1M	5D	
PIPEWRAPPER	\$28.55	1M	5D	
PLASTERER TENDER	\$28.55	1M	5D	
POT TENDER	\$28.28	1M	5D	
POWDERMAN	\$30.20	1M	5D	
POWDERMAN HELPER	\$28.28	1M	5D	
POWER BUGGY OPERATOR	\$28.28	1M	5D	
POWER TOOL OPERATOR (GAS, ELECTRIC OR PNEUMATIC)	\$28.28	1M	5D	
RAILROAD POWER SPIKER OR PULLER, DUAL MOBILE	\$28.28	1M	5D	
RIPRAP PERSON	\$28.01	1M	5D	
RODDER & SPREADER	\$28.28	1M	5D	
SCAFFOLD ERECTOR, WOOD OR STEEL	\$28.01	1M	5D	
STAKE JUMPER	\$28.01	1M	5D	
STRUCTURAL MOVER	\$28.01	1M	5D	
TAILHOSEMAN, SANDBLAST	\$28.01	1M	5D	
TAILHOSEMAN, WATER NOZZLE	\$28.01	1M	5D	
TAMPER	\$28.28	1M	5D	
TIMBER BUCKER & FALLER (BY HAND)	\$28.01	1M	5D	
TRACK LABORER	\$28.01	1M	5D	
TRENCHER, SHAWNEE	\$28.28	1M	5D	
TRUCK LOADER	\$28.01	1M	5D	
TUGGER OPERATOR	\$28.28	1M	5D	
VIBRATOR	\$28.55	1M	5D	
WELDER (ELECTRIC, MANUAL OR AUTOMATIC)	\$28.83	1M	5D	
WELL-POINT MAN	\$28.01	1M	5D	
WHEELBARROW, POWER DRIVEN	\$28.28	1M	5D	
LANDSCAPE CONSTRUCTION				
IRRIGATION OR LAWN SPRINKLER INSTALLERS	\$7.93	1		
LANDSCAPE EQUIPMENT OPERATORS OR TRUCK DRIVERS	\$8.12	1		
LANDSCAPING OR PLANTING LABORERS	\$7.93	1		
LATHERS				
JOURNEY LEVEL	\$32.76	1B	5A	8N
PAINTERS				
JOURNEY LEVEL	\$26.97	1W	5A	
PLASTERERS				
JOURNEY LEVEL	\$32.04	1N	5D	
PLUMBERS & PIPEFITTERS				
JOURNEY LEVEL	\$51.65	1Q	5A	
POWER EQUIPMENT OPERATORS				
A-FRAME TRUCK (2 OR MORE DRUMS)	\$31.84	1M	5D	8D
A-FRAME TRUCK (SINGLE DRUM)	\$31.23	1M	5D	8D
ASPHALT PLANT OPERATOR	\$32.44	1M	5D	8D
ASSISTANT PLANT FIREMAN OR PUGMIXER	\$31.23	1M	5D	8D
ASSISTANT REFRIGERATION PLANT & CHILLER (OVER 1000 TONS)	\$31.84	1M	5D	8D
ASSISTANT REFRIGERATION PLANT (UNDER 1000 TON)	\$31.23	1M	5D	8D
AUTOMATIC SUBGRADER (DITCHES & TRIMMERS)	\$32.44	1M	5D	8D
BACKFILLERS (CLEVELAND & SIMILAR)	\$31.84	1M	5D	8D

BENTON COUNTY

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BACKHOE & HOE RAM (UNDER 3/4 YARD)	\$32.16	1M	5D	8D
BACKHOE & HOE RAM (3/4 - 3 YD)	\$32.44	1M	5D	8D
BACKHOE (45,000 GW & UNDER)	\$32.16	1M	5D	8D
BACKHOE (45,000 GW TO 110,000 GW)	\$32.44	1M	5D	8D
BACKHOE (OVER 110,000 GW)	\$32.71	1M	5D	8D
BACKHOE, (3 YD & OVER)	\$32.71	1M	5D	8D
BATCH & WET MIX (MULTIPLE UNITS)	\$32.44	1M	5D	8D
BATCH PLANT & WET MIX (SINGLE UNIT)	\$31.84	1M	5D	8D
BATCH PLANT (OVER 4 UNITS)	\$32.44	1M	5D	8D
BELT FINISHING MACHINE	\$31.23	1M	5D	8D
BELT-CRETE CONVEYORS WITH POWER PACK	\$31.84	1M	5D	8D
BENDING MACHINE	\$31.84	1M	5D	8D
BIT GRINDERS	\$30.91	1M	5D	8D
BLADE (FINISH & BLUETOP) (AUTOMATIC, CMI, ABC)	\$32.71	1M	5D	8D
BLADE (FINISH ATHEY & HUBER)	\$32.71	1M	5D	8D
BLADE (MOTOR PATROL & ATTACHMENTS)	\$32.44	1M	5D	8D
BLOWER OPERATOR (CEMENT)	\$31.23	1M	5D	8D
BOAT OPERATORS	\$30.36	1M	5D	8D
BOBCAT (SKID STEER)	\$31.84	1M	5D	8D
BOLT THREADING MACHINE	\$30.91	1M	5D	8D
BOOM CATS (SIDE)	\$32.44	1M	5D	8D
BORING MACHINE (EARTH)	\$31.84	1M	5D	8D
BORING MACHINE (ROCK)	\$31.84	1M	5D	8D
BUMP CUTTER (WAYNE, SAGINAU OR SIMILAR)	\$31.84	1M	5D	8D
CABLEWAY CONTROLLER (DISPATCHER)	\$32.44	1M	5D	8D
CABLEWAY OPERATORS	\$32.71	1M	5D	8D
CANAL LINING MACHINE (CONCRETE)	\$31.84	1M	5D	8D
CARRYDECK & BOOM TRUCK	\$32.16	1M	5D	8D
CEMENT HOG	\$31.23	1M	5D	8D
CHIPPER (WITHOUT CRANE)	\$31.84	1M	5D	8D
CLEANING & DOPING MACHINE (PIPELINE)	\$31.84	1M	5D	8D
COMPACTOR, SELF PROPELLED WITH BLADE	\$32.44	1M	5D	8D
COMPRESSORS (OVER 2000 CFM, 2 OR MORE)	\$31.23	1M	5D	8D
COMPRESSORS (UNDER 2000 CFM, GAS, DIESEL)	\$30.91	1M	5D	8D
CONCRETE CLEANING/DECONTAMINATION MACHINE OPERATOR	\$32.71	1M	5D	8D
CONCRETE PUMP BOOM TRUCK	\$32.44	1M	5D	8D
CONCRETE PUMPS (SQUEEZE-CRETE, FLOW-CRETE)	\$32.00	1M	5D	8D
CONCRETE SAW (MULTIPLE CUT)	\$31.23	1M	5D	8D
CONCRETE SLIP FORM PAVER	\$32.44	1M	5D	8D
CRANES, 25 TON & UNDER	\$32.16	1M	5D	8D
CRANES, OVER 25 TON, TO & INCLUDING 45 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE	\$32.44	1M	5D	8D
CRANES, OVER 25 TON, TO & INCLUDING 45 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (180' TO 250' BOOM)	\$32.74	1M	5D	8D
CRANES, OVER 25 TON, TO & INCLUDING 45 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (OVER 250' BOOM)	\$33.04	1M	5D	8D
CRANES, OVER 45 TON, TO & INCLUDING 85 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE	\$32.71	1M	5D	8D
CRANES, OVER 45 TON, TO & INCLUDING 85 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (180' TO 250' BOOM)	\$33.01	1M	5D	8D
CRANES, OVER 45 TON, TO & INCLUDING 85 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (OVER 250' BOOM)	\$33.31	1M	5D	8D
CRANES, 85 TON & OVER AND ALL CLIMBING, OVERHEAD, RAIL & TOWER, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE	\$33.81	1M	5D	8D
CRANES, 85 TON & OVER AND ALL CLIMBING, OVERHEAD, RAIL & TOWER, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (180' TO 250' BOOM)	\$34.11	1M	5D	8D
CRANES, 85 TON & OVER AND ALL CLIMBING, OVERHEAD, RAIL & TOWER, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (OVER	\$34.41	1M	5D	8D

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250' BOOM)				
CRUSHER FEEDERMAN	\$30.36	1M	5D	8D
CRUSHER, GRIZZLE & SCREENING PLANT	\$32.44	1M	5D	8D
DECK ENGINEER	\$31.84	1M	5D	8D
DECK HAND	\$30.91	1M	5D	8D
DERRICKS & STIFFLEGS (UNDER 65 TON)	\$32.16	1M	5D	8D
DERRICKS & STIFFLEGS (65 TON & OVER)	\$32.71	1M	5D	8D
DISTRIBUTOR LEVERMAN	\$31.23	1M	5D	8D
DITCH WITCH OR SIMILAR	\$31.23	1M	5D	8D
DOPE POTS (POWER AGITATED)	\$31.23	1M	5D	8D
DOZER, 834 R/T & SIMILAR	\$32.44	1M	5D	8D
DOZER, MULTIPLE UNITS WITH SINGLE BLADE	\$32.44	1M	5D	8D
DRILL DOCTOR	\$32.44	1M	5D	8D
DRILLERS HELPER	\$30.91	1M	5D	8D
DRILLING EQUIPMENT (8 INCH BIT & OVER)	\$32.16	1M	5D	8D
DRILLS (CHURN, CORE, CALYX OR DIAMOND)	\$32.00	1M	5D	8D
ELEVATING BELT (HOLLAND TYPE)	\$32.71	1M	5D	8D
ELEVATOR HOISTING MATERIALS	\$31.23	1M	5D	8D
EQUIPMENT SERVICEMAN, GREASER AND OILER	\$32.00	1M	5D	8D
FIREMAN & HEATER TENDER	\$30.91	1M	5D	8D
FORK LIFT OR LUMBER STACKER, HYDRA-LIFT	\$31.23	1M	5D	8D
GENERATOR PLANT ENGINEERS (DIESEL, ELECTRIC)	\$31.84	1M	5D	8D
GIN TRUCKS (PIPELINE)	\$31.23	1M	5D	8D
GRADE CHECKER	\$30.91	1M	5D	8D
GUNITE COMBINATION MIXER & COMPRESSOR	\$31.84	1M	5D	8D
H.D. MECHANIC	\$32.44	1M	5D	8D
H.D. WELDER	\$32.44	1M	5D	8D
HEAVY EQUIPMENT ROBOTICS OPERATOR	\$32.71	1M	5D	8D
HELICOPTER PILOT	\$33.81	1M	5D	8D
HELPER, OF H.D. MECHANIC & H.D. WELDER	\$30.36	1M	5D	8D
HOE RAM	\$82.16	1M	5D	8D
HOIST (2 OR MORE DRUMS OR TOWER HOIST)	\$32.00	1M	5D	8D
HOIST (SINGLE-DRUM)	\$31.23	1M	5D	8D
HYDRO SEEDER, MULCHER, NOZZLEMAN	\$30.91	1M	5D	8D
LOADER (360 DEGREES REVOLVING KOEHRING)	\$32.71	1M	5D	8D
LOADER, BELT (KOCAL OR SIMILAR)	\$31.84	1M	5D	8D
LOADER, ELEVATING BELT-TYPE (EUCLID, BARBER)	\$31.84	1M	5D	8D
LOADER, ELEVATING GRADER TYPE (DUMOR, ADAMS)	\$31.84	1M	5D	8D
LOADERS (BUCKET, ELEVATOR & CONVEYORS)	\$31.23	1M	5D	8D
LOADERS, OVERHEAD/FRONT-END (UNDER 4 YD)	\$32.00	1M	5D	8D
LOADERS, OVERHEAD/FRONT-END (4 - 8 YD)	\$32.44	1M	5D	8D
LOADERS, OVERHEAD/FRONT-END (8 - 10 YD)	\$32.71	1M	5D	8D
LOADERS, OVERHEAD/FRONT-END (10 YD & OVER)	\$33.81	1M	5D	8D
LOCOMOTIVE ENGINEER	\$31.84	1M	5D	8D
LONGITUDINAL FLOAT	\$31.23	1M	5D	8D
MASTER ENVIRONMENTAL MAINTENANCE TECHNICIAN	\$32.71	1M	5D	8D
MIXER (PORTABLE-CONCRETE)	\$31.23	1M	5D	8D
MIXERMOBILE	\$31.84	1M	5D	8D
MUCKING MACHINE	\$31.84	1M	5D	8D
OILER	\$30.36	1M	5D	8D
OILER DRIVER & CABLE TENDER, MUCKING MACHINE	\$30.91	1M	5D	8D
PAVE OR CURB EXTRUDER ASPHALT & CONCRETE	\$32.00	1M	5D	8D
PAVEMENT BREAKER, HYDRAHAMMER & SIMILAR	\$31.23	1M	5D	8D
PAVING (DUAL DRUM)	\$32.16	1M	5D	8D
PAVING MACHINE (ASPHALT OR CONCRETE)	\$32.44	1M	5D	8D
PILEDIVING ENGINEERS	\$32.16	1M	5D	8D
POSTHOLE AUGER OR PUNCH	\$31.84	1M	5D	8D
POWER BROOM	\$31.23	1M	5D	8D

BENTON COUNTY

Effective 03-03-07

(See Benefit Code Key)

Classification	PREVAILING WAGE	Over		
		Time Code	Holiday Code	Note Code
PROBE TENDER (ROTO-MILL)	\$31.23	1M	5D	8D
PUMP (GROUT OR JET)	\$31.84	1M	5D	8D
PUMP OPERATOR (WATER)	\$30.91	1M	5D	8D
QUAD-TRACK OR SIMILAR EQUIPMENT	\$32.44	1M	5D	8D
RAILROAD BALLAST REGULATION SELF-PROPELLED	\$31.23	1M	5D	8D
RAILROAD POWER TAMPER (SELF-PROPELLED)	\$31.23	1M	5D	8D
RAILROAD POWER TAMPER JACK (SELF-PROPELLED)	\$31.23	1M	5D	8D
RAILROAD TRACK LINER OPERATOR (SELF-PROPELLED)	\$32.16	1M	5D	8D
REFRIGERATION PLANT ENGINEER (1000 TONS & OVER)	\$32.16	1M	5D	8D
REFRIGERATION PLANT ENGINEERS (UNDER 1000 TONS)	\$32.00	1M	5D	8D
ROLLER OPERATOR (FINISHING PAVEMENT)	\$32.44	1M	5D	8D
ROLLERS, ALL TYPES ON SUBGRADE (FARM TYPE)	\$30.91	1M	5D	8D
ROTO-MILL PAVEMENT PROFILER	\$32.44	1M	5D	8D
SCRAPER, BAGLEY OR STATIONARY	\$31.23	1M	5D	8D
SCRAPERS, ALL, RUBBER-TIRED	\$32.44	1M	5D	8D
SCRAPERS, RUBBER-TIRED (MULTI-ENGINE WITH 3 OR MORE SCRAPERS)	\$32.71	1M	5D	8D
SCREED OPERATOR	\$32.44	1M	5D	8D
SHOVELS, (3 YD & OVER)	\$32.71	1M	5D	8D
SHOVELS, (UNDER 3 YD)	\$32.44	1M	5D	8D
SIGNALMEN (WHIRLEYS, HIGHLINE, HAMMERHEADS)	\$32.16	1M	5D	8D
SKIDDER, RUBBER-TIRED (R/T, WITH OR WITHOUT ATTACHMENTS)	\$32.00	1M	5D	8D
SOIL STABILIZER (P & H OR SIMILAR)	\$31.84	1M	5D	8D
SPRAY CURING MACHINE-CONCRETE	\$31.23	1M	5D	8D
SPREADER BOX (SELF-PROPELLED)	\$31.23	1M	5D	8D
SPREADER MACHINE	\$31.84	1M	5D	8D
STEAM CLEANER	\$30.36	1M	5D	8D
STRADDLE BUGGY (ROSS & SIMILAR)	\$31.23	1M	5D	8D
SURFACE HEATER & PLANNER MACHINE	\$32.00	1M	5D	8D
TRACTOR, FARM-TYPE R/T WITH ATTACHMENTS	\$31.23	1M	5D	8D
TRACTOR, TO D-6 OR EQUIVALENT & OVER	\$32.44	1M	5D	8D
TRACTOR, TO D-6 OR EQUIVALENT & TRAXCAVATOR	\$31.84	1M	5D	8D
TRAVERSE FINISHING MACHINE	\$31.84	1M	5D	8D
TRENCHING MACHINES (7 FT DEPTH & OVER)	\$32.44	1M	5D	8D
TRENCHING MACHINES (UNDER 7 FT DEPTH)	\$32.00	1M	5D	8D
TUG BOAT OPERATOR	\$32.44	1M	5D	8D
TUGGER OPERATOR	\$31.23	1M	5D	8D
TURNHEAD (WITH RE-SCREENING)	\$32.00	1M	5D	8D
TURNHEAD OPERATOR	\$31.84	1M	5D	8D
ULTRA HIGH PRESSURE WATERJET CUTTING TOOL SYSTEM OPERATOR (30,000 PSI)	\$32.71	1M	5D	8D
VACTOR GUZZLER, SUPER SUCKER	\$32.44	1M	5D	8D
VACUUM BLASTING MACHINE OPERATOR	\$32.71	1M	5D	8D
VACUUM DRILL (REVERSE CIRCULATION DRILL)	\$32.00	1M	5D	8D
WELDING MACHINES	\$30.91	1M	5D	8D
WHIRLEYS & HAMMERHEADS, ALL	\$32.71	1M	5D	8D
POWER LINE CLEARANCE TREE TRIMMERS				
JOURNEY LEVEL IN CHARGE	\$35.62	4A	5A	
SPRAY PERSON	\$33.82	4A	5A	
TREE EQUIPMENT OPERATOR	\$34.27	4A	5A	
TREE TRIMMER	\$31.88	4A	5A	
TREE TRIMMER GROUNDPERSON	\$24.03	4A	5A	
REFRIGERATION & AIR CONDITIONING MECHANICS				
MECHANIC	\$31.16	1		
ROOFERS				
JOURNEY LEVEL	\$29.75	2P	5I	
USING IRRITABLE BITUMINOUS MATERIALS	\$32.75	2P	5I	
SHEET METAL WORKERS				

COPY

BENTON COUNTY

Effective 03-03-07

<u>Classification</u>	<u>PREVAILING WAGE</u>	(See Benefit Code Key)		
		<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
JOURNEY LEVEL (FIELD OR SHOP) SOFT FLOOR LAYERS	\$40.51	1B	5A	
JOURNEY LEVEL SOLAR CONTROLS FOR WINDOWS	\$23.11	1N	5A	
JOURNEY LEVEL SPRINKLER FITTERS (FIRE PROTECTION)	\$7.93	1		
JOURNEY LEVEL SURVEYORS	\$41.70	1R	5Q	
CHAIN PERSON	\$9.25	1		
INSTRUMENT PERSON	\$12.05	1		
PARTY CHIEF	\$15.05	1		
TELECOMMUNICATION TECHNICIANS	\$15.05	1		
TELECOMMUNICATION TECHNICIANS JOURNEY LEVEL				
TELEPHONE LINE CONSTRUCTION - OUTSIDE	\$17.39	1		
CABLE SPLICER				
HOLE DIGGER/GROUND PERSON	\$29.89	2B	5A	
INSTALLER (REPAIRER)	\$16.81	2B	5A	
JOURNEY LEVEL TELEPHONE LINEPERSON	\$28.68	2B	5A	
SPECIAL APPARATUS INSTALLER I	\$27.82	2B	5A	
SPECIAL APPARATUS INSTALLER II	\$29.89	2B	5A	
TELEPHONE EQUIPMENT OPERATOR (HEAVY)	\$29.30	2B	5A	
TELEPHONE EQUIPMENT OPERATOR (LIGHT)	\$29.89	2B	5A	
TELEVISION GROUND PERSON	\$27.82	2B	5A	
TELEVISION LINEPERSON/INSTALLER	\$15.96	2B	5A	
TELEVISION SYSTEM TECHNICIAN	\$21.17	2B	5A	
TELEVISION TECHNICIAN	\$25.15	2B	5A	
TREE TRIMMER	\$22.64	2B	5A	
TERRAZZO WORKERS & TILE SETTERS	\$27.82	2B	5A	
JOURNEY LEVEL				
TILE, MARBLE & TERRAZZO FINISHERS	\$27.57	2M	5A	
FINISHER				
TRAFFIC CONTROL STRIPERS	\$23.62	2M	5A	
JOURNEY LEVEL				
TRUCK DRIVERS	\$27.67	1		
ASPHALT MIX (TO 20 YARDS)				
ASPHALT MIX (OVER 20 YARDS)	\$32.08	1N	5D	8M
DUMP TRUCK	\$32.25	1N	5D	8M
DUMP TRUCK & TRAILER	\$32.08	1N	5D	8M
OTHER TRUCKS	\$32.25	1N	5D	8M
TRANSIT MIXER	\$31.97	1N	5D	8M
WELL DRILLERS & IRRIGATION PUMP INSTALLERS	\$33.01	2H	6I	
IRRIGATION PUMP INSTALLER				
OILER	\$11.15	1		
WELL DRILLER	\$9.20	1		
	\$17.68	1		

11:30

AGENDA ITEM =====	TYPE OF ACTION NEEDED =====	
Meeting Date: April 14, 2008 Subject: North Gate Contract Prepared By: Keith Mercer Reviewed By: R. Rogers, L. Smith Kelty	Execute Contract <u>xxx</u> Pass Resolution Pass Ordinance Pass Motion Other	Consent Agenda <u> </u> X Public Hearing 1st Discussion 2nd Discussion Other

SUMMARY & BACKGROUND INFORMATION

On February 21, 2008, a truck backed into the east section of the north gate while making a delivery to the Jail. The gate was bent four feet backwards and would no longer operate. The east section of the north gate has been out of operation since the accident, but was bent back in place for security reasons. A police report was filed due to the large dollar amount involved and an insurance claim was filed on February 25, 2008 with TCS-One. Facilities solicited three companies; L & S Fencing, Yakima, WA (\$24,526.61 including WSST and excluding electrical), Frontier Fence Inc, Pasco, WA (\$25,014.05 including WSST), and Tri City Fence Inc, West Richland, WA (\$38,737.83 including WSST). Frontier Fence is the lowest bidder. We have received the check from TCS-One to repair the gate in the amount of \$24,526.61. Melina has talked to TCS-One and they will be sending a supplement in the amount of \$487.44 due to the first quote was incomplete.

FISCAL IMPACT

\$25,014.05

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON
IN THE MATTER OF AWARDING THE CONTRACT TO REPLACE THE EAST SECTION
OF THE NORTH GATE LOCATED AT THE BENTON COUNTY JAIL FACILITY,
KENNEWICK, WA

WHEREAS, per resolution 08-133 Benton County need not comply with formal sealed bidding procedures for public works contracts where the estimated cost is less than one hundred thousand dollars (\$100,000.00); and

WHEREAS, for such projects, the small works roster procedures may be used; and

WHEREAS, Benton County Facilities solicited the following companies to provide a quote to replace the broken east section of the north gate located at the Benton County Jail Facility, Kennewick, WA:

L & S Fencing, Yakima, WA (\$24,526.61 including WSST and excluding electrical), Frontier Fence Inc, Pasco, WA (\$25,014.05 including WSST), and Tri City Fence Inc, West Richland, WA (\$38,737.83 including WSST); and

WHEREAS, Frontier Fence Inc, Pasco, WA is the lowest complete bidder; and

WHEREAS, the Benton County Facilities Manager has reviewed the quote for completeness and recommends contracting with Frontier Fence Inc, Pasco, WA to perform said service; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Facilities Manager's recommendation and hereby awards the contract to Frontier Fence Inc, 2516 N. Commercial Ave, Pasco, WA in the amount of \$25,014.05 plus WSST; and

BE IT FURTHER RESOLVED that the Board authorizes the Chairman to sign the attached Public Works Contract.

Dated this _____ day of _____, 2008.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig: Sheriff's Office
cc: Auditor, R. Ozuna, file, Frontier, Facilities

Prepared by: Keith Mercer

**PUBLIC WORKS CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Frontier Fence Inc, with it principal mailing address at 2516 N. Commercial Ave, Pasco, Washington 99301 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of this agreement and the following exhibits, which are incorporated herein by this reference

- A. Exhibit A - Proposal/Scope of Work
- B. Exhibit B - Washington State Prevailing Wage Rates for Public Works Contracts

2. DURATION OF CONTRACT

The term of this Contract shall begin when executed by both parties and expire forty-five (45) days later. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. The CONTRACTOR shall replace the east section of the North Gate with a Tilt-A-Way Hydraulic Vertical Pivot Gate Model HYJD-25 with 16' steel chain link barrier 7' tall located at the Benton County Jail Facility in accordance with Exhibit A including all accessories and options referenced therein, which is attached hereto and incorporated herein by reference.
- b. Installation shall include all necessary fittings, attachments, and electrical connections to permit the gate to be operational by all means that, by the current installation of the gate to be removed, it is intended. CONTRACTOR shall test and verify the proper operation of the gate prior to completing the work. The CONTRACTOR shall disconnect the electricity before removing the gate and reconnect the electricity after the new gate is installed. The CONTRACTOR shall dispose of the old gate.

- c. In the event that the work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur.
- d. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the COUNTY.
- e. The CONTRACTOR shall perform the work specified in the Contract according to all federal, state and local standards including OSHA and L & I standards as well as standard industry practice.
- f. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- g. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Brad Snuggs
2516 N. Commercial Ave.
Pasco, Washington 99301
Phone 509-545-1801
Cell 509-545-3187

b. For COUNTY:

Roy Rogers - Facilities Manager
7122 W. Okanogan Pl.
Kennewick, WA 99336
Phone 509-222-3710

5. COMPENSATION

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

- a. The CONTRACTOR shall be paid in accordance with the proposal provided in Exhibit A attached hereto.
- b. The total amount payable to the CONTRACTOR under this Contract shall not exceed twenty three thousand ninety seven dollars and zero cents (\$23,097.00) excluding Washington State Sales Tax.
- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract. Also, no payment shall be made until CONTRACTOR submits a statement of intent to pay prevailing wages in a form acceptable to, and as certified by, the Washington State Department of Labor and Industries. Thereafter, final payment shall not be made until an affidavit of prevailing wages paid is submitted in a form acceptable to, and as certified by, the Washington State Department of Labor and Industries.
- d. The CONTRACTOR may, in accordance with **Exhibit A**, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.
- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions

or defects.

- h. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

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

7. HOLD HARMLESS AND INDEMNIFICATION

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

FURTHER PROVIDED that if liability is caused by or results from the concurrent negligence of a) CONTRACTOR or CONTRACTOR'S agents or employees, and b) COUNTY or COUNTY'S agents or employees, then the indemnification contemplated in this section shall only apply to the extent of CONTRACTOR'S negligence.

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

8. INSURANCE

- a. **Workers Compensation:** CONTRACTOR shall comply with all Washington State Workers Compensation laws. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance.
- b. **Commercial General Liability and Employers Liability Insurance:** CONTRACTOR shall maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than two million dollars (\$2,000,000).

The CONTRACTOR will provide commercial general liability coverage which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent; provided, coverage will be no more restrictive than would be

provided under a standard commercial general liability policy and will include contractual liability coverage.

CONTRACTOR also shall maintain employers liability insurance with limits of not less than one million dollars (\$1,000,000) each incident for bodily injury by accident or one million dollars (\$1,000,000) each employee for bodily injury by disease.

- c. **Automobile Liability:** The CONTRACTOR shall maintain business automobile liability insurance with a limit of not less than one million dollars (\$1,000,000) per accident, using a combined single limit for bodily injury and property damages. Such coverage shall cover liability arising out of Any Auto. CONTRACTOR waives all rights against the COUNTY for the recovery of damages to the extent they are covered by business auto liability.
- d. **Other Insurance Provisions:**
- (1) The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.
 - (2) The COUNTY, its officers, officials, employees and agents shall be named as additional insureds with respect to performance of services on all required insurance policies, except for any required automobile liability policy.
 - (3) The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
 - (4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
 - (5) The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (6) The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all

of the requirements stated herein.

- (7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
 - (8) The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. If the CONTRACTOR'S liability coverage is written as a claims made policy, then the CONTRACTOR must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after completion of the services required under this Contract.
- e. **Verification of Coverage and Acceptability of Insurers:** All insurance required under this CONTRACT shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best=s Reports. Any exception to this requirement must be reviewed and approved by the Benton County Prosecutor=s Office. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.
- (1) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered accord ,form certificates of insurance or a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this Contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision.
 - (2) The CONTRACTOR shall furnish the COUNTY with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.

- (3) Certificates of insurance shall show the certificate holder as "Benton County" and include "c/o" the COUNTY'S Contract Representative. The address of the certificate holder shall be shown as the current address of the COUNTY'S Contract Representative.
- (4) The CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that CONTRACTOR is currently paying workers compensation premiums sufficient to cover all of its employees who may do any work pursuant to this agreement.
- (5) All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY at the following address:

Risk Manager
Benton County Prosecuting Attorney's Office
7320 W. Quinault Avenue
Kennewick, WA 99336
- (6) The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager.
- (7) If CONTRACTOR is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to COUNTY. If requested by COUNTY, CONTRACTOR must describe its financial condition and the self-insured funding mechanism.

9. PERFORMANCE BOND

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to 100% of the contract sum as security for the performance by the contractor of this Agreement and payment of all the persons performing labor and supplying materials pursuant to this agreement. PROVIDED that CONTRACTOR may elect, in lieu of the bond, to allow COUNTY to retain 50% of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under chapter 60.28, RCW, whichever is later. Either proof of the performance bond, or written notification of the CONTRACTOR'S desire to elect the alternative to the bond described above, must be received by

COUNTY within ten (10) days following the execution of this agreement.

10. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all cost incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may terminate this Contract, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

11. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of the Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a

bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

12. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

13. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section **Five** of this Contract, and the CONTRACTOR is not entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

14. COMPLIANCE WITH LAWS AND PREVAILING WAGE

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

15. INSPECTION OF BOOKS AND RECORDS

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

16. NONDISCRIMINATION

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

17. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- a. All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent

such use is not agreed to in writing by the CONTRACTOR.

- b. All design work done by the CONTRACTOR shall be done on AutoCAD, release 12 or higher or other systems mutually agreed upon, an electronic copy of which shall be submitted to the COUNTY upon request and/or at the end of the job. Should a construction project result from the work of the CONTRACTOR, the record drawings from the CONTRACTOR shall be transposed onto the electronic design drawings and submitted to the COUNTY.
- c. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

18. PATENT/COPYRIGHT INFRINGEMENT

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

19. DISPUTES

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

20. CONFIDENTIALITY

The CONTRACTOR, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

21. CHOICE OF LAW, JURISDICTION AND VENUE

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

22. SUCCESSORS AND ASSIGNS

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

23. SEVERABILITY

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

24. ENTIRE AGREEMENT

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

25. NOTICES

Any notices shall be effective if personally served upon the other

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

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

The parties specifically certify that the provisions contained within paragraph 7(b) are mutually negotiated.

BENTON COUNTY

Frontier Fence Inc.

Claude Oliver, Chairman
Benton County Commissioner

B.K. Snuggs

Brad Snuggs
Title: President

Dated: _____

Dated: 4-9-08

Approved as to Form:

[Signature]

Deputy Prosecuting Attorney

2516 N. Commercial Ave.
Pasco, WA 99301

509-545-1801 (ph)
800-515-1801 (toll free)
509-545-3187 (fax)

**Frontier Fence
Inc.**

Fax

To: Roy Rogers **From:** Brad Snuggs
Co: Benton County **Pages:**
Phone: **Date:** 3/18/2008 2:18 PM
Re: Tilt-A-Way Gate **cc:**

Urgent For Review Please Comment Please Reply Please Recycle

• **Comments:**

Pricing as follows:

- 1 - Tilt-A-Way Hydraulic Vertical Pivot Gate Model HYJD-25 With 16' Steel Chain Link Barrier 7' Tall
- 1 - 480VAC 3 Phase Pump Motor
- 1 - Master/Slave Package
- 1 - Cold Weather Package HYJD-25
- 1 - Reversing Edge
- Electrical Disconnect & Reconnect
- Labor & Material...\$23,097 plus tax

Ornamental Iron - Vinyl - Wood - Chainlink - TREX Fencing - Rental Fence - Custom Gates and More!
Serving you since 1970'

**PREVAILING WAGE RATES
FOR
BENTON COUNTY
APPRENTICES
EFFECTIVE DATE
3/3/2007**

Stage of Progression && Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
<u>ASBESTOS ABATEMENT WORKERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-1000 HOURS 60.00%	\$19.69	1M	5D	
2 1001-2000 HOURS 70.00%	\$21.77	1M	5D	
3 2001-3000 HOURS 80.00%	\$23.85	1M	5D	
4 3001-4000 HOURS 90.00%	\$25.93	1M	5D	
<u>BOILERMAKERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-1000 HOURS 70.00%	\$38.86	1C	5N	
2 1001-2000 HOURS 75.00%	\$40.30	1C	5N	
3 2001-3000 HOURS 80.00%	\$41.73	1C	5N	
4 3001-4000 HOURS 85.00%	\$43.17	1C	5N	
5 4001-5000 HOURS 90.00%	\$44.60	1C	5N	
6 5001-6000 HOURS 95.00%	\$46.04	1C	5N	
<u>BRICK AND MARBLE MASONS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-0700 HOURS 40.00%				
2 0701-2100 HOURS 55.00%	\$15.78	1M	5A	
3 2101-2800 HOURS 60.00%	\$23.89	1M	5A	
4 2801-3500 HOURS 70.00%	\$25.17	1M	5A	
5 3501-4200 HOURS 80.00%	\$27.72	1M	5A	
6 4201-5000 HOURS 90.00%	\$30.27	1M	5A	
	\$32.82	1M	5A	
<u>CARPENTERS</u>				
<u>CARPENTER</u>				
1 0000-0500 HOURS 60.00%	\$20.21	1B	5A	8N
2 0501-1000 HOURS 65.00%	\$21.45	1B	5A	8N
3 1001-1700 HOURS 70.00%	\$22.70	1B	5A	8N
4 1701-2400 HOURS 75.00%	\$27.20	1B	5A	8N
5 2401-3100 HOURS 80.00%	\$28.44	1B	5A	8N
6 3101-3800 HOURS 85.00%	\$29.69	1B	5A	8N
7 3801-4500 HOURS 90.00%	\$30.94	1B	5A	8N
8 4501-5200 HOURS 95.00%	\$32.18	1B	5A	8N
<u>MILLWRIGHT AND MACHINE ERECTORS</u>				
1 1st Period 70.00%	\$23.58	1B	5A	8N
2 2nd Period 75.00%	\$28.14	1B	5A	8N
3 3rd Period 80.00%	\$29.44	1B	5A	8N
4 4th Period 85.00%	\$30.75	1B	5A	8N
<u>PILEDRIIVER/CARPENTER</u>				
1 0000-0500 HOURS 60.00%	\$20.21	1B	5A	8N
2 0501-1000 HOURS 65.00%	\$21.45	1B	5A	8N
3 1001-1700 HOURS 70.00%	\$22.70	1B	5A	8N
4 1701-2400 HOURS 75.00%	\$27.20	1B	5A	8N
5 2401-3100 HOURS 80.00%	\$28.44	1B	5A	8N
6 3101-3800 HOURS 85.00%	\$29.69	1B	5A	8N

**PREVAILING WAGE RATES
FOR
BENTON COUNTY
APPRENTICES
EFFECTIVE DATE
3/3/2007**

Stage of Progression && Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
7 3801-4500 HOURS 90.00%	\$30.94	1B	5A	8N
8 4501-5200 HOURS 95.00%	\$32.18	1B	5A	8N
<u>PILEDRIVER/DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING, OR CREOSOTE TREATED MATERIAL ON ALL PILING</u>				
1 0000-0500 HOURS 60.00%	\$20.37	1B	5A	8N
2 0501-1000 HOURS 65.00%	\$21.63	1B	5A	8N
3 1001-1700 HOURS 70.00%	\$22.89	1B	5A	8N
4 1701-2400 HOURS 75.00%	\$27.40	1B	5A	8N
5 2401-3100 HOURS 80.00%	\$28.66	1B	5A	8N
6 3101-3800 HOURS 85.00%	\$29.92	1B	5A	8N
7 3801-4500 HOURS 90.00%	\$31.18	1B	5A	8N
8 4501-5200 HOURS 95.00%	\$32.44	1B	5A	8N
<u>CEMENT MASONS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-1000 HOURS 60.00%	\$21.99	1N	5D	
2 1001-2000 HOURS 70.00%	\$24.36	1N	5D	
3 2001-3000 HOURS 80.00%	\$26.72	1N	5D	
4 3001-4000 HOURS 90.00%	\$29.09	1N	5D	
<u>DRYWALL TAPERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-0750 HOURS 50.00%	\$15.30	1P	5A	
2 0751-1500 HOURS 55.00%	\$16.37	1P	5A	
3 1501-2250 HOURS 65.00%	\$20.22	1P	5A	
4 2251-3000 HOURS 75.00%	\$22.36	1P	5A	
5 3001-3750 HOURS 85.00%	\$26.22	1P	5A	
6 3751-4500 HOURS 90.00%	\$27.29	1P	5A	
<u>ELECTRICIANS - INSIDE</u>				
<u>JOURNEY LEVEL</u>				
APPRENTICES INDENTURED AFTER JUNE 1, 1999				
1 0000-1000 HOURS 45.00%	\$20.80	1E	5A	
2 1001-2000 HOURS 50.00%	\$21.85	1E	5A	
3 2001-3500 HOURS 55.00%	\$27.64	1E	5A	
4 3501-5000 HOURS 70.00%	\$33.28	1E	5A	
5 5001-6500 HOURS 80.00%	\$37.03	1E	5A	
6 6501-8000 HOURS 90.00%	\$40.79	1E	5A	
7 7th Period 95.00%	\$42.66	1E	5A	
4 3501-5000 HOURS 65.00%	\$31.40	1E	5A	
5 5001-6500 HOURS 75.00%	\$35.15	1E	5A	
6 6501-8000 HOURS 85.00%	\$38.91	1E	5A	
<u>ELECTRICIANS - POWERLINE CONSTRUCTION</u>				
<u>JOURNEY LEVEL LINEPERSON</u>				
1 0000-1000 HOURS 60.00%	\$32.03	4A	5A	
2 1001-2000 HOURS 63.00%	\$33.20	4A	5A	
3 2001-3000 HOURS 67.00%	\$34.76	4A	5A	
4 3001-4000 HOURS 72.00%	\$36.71	4A	5A	

**PREVAILING WAGE RATES
FOR
BENTON COUNTY
APPRENTICES
EFFECTIVE DATE
3/3/2007**

Stage of Progression && Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
5 4001-5000 HOURS 78.00%	\$39.05	4A	5A	
6 5001-6000 HOURS 86.00%	\$42.17	4A	5A	
7 6001-7000 HOURS 90.00%	\$43.73	4A	5A	
<u>POLE SPRAYER</u>				
1 0000-1000 HOURS 85.70%	\$42.06	4A	5A	
2 1001-2000 HOURS 89.80%	\$43.66	4A	5A	
3 2001-3000 HOURS 92.80%	\$44.83	4A	5A	
<u>ELEVATOR CONSTRUCTORS MECHANIC</u>				
1 0000-1000 HOURS 50.00%	\$20.69	4A	6Q	
2 1001-1700 HOURS 55.00%	\$37.36	4A	6Q	
3 1701-3400 HOURS 65.00%	\$41.76	4A	6Q	
4 3401-5100 HOURS 70.00%	\$44.55	4A	6Q	
5 5101-6800 HOURS 80.00%	\$48.97	4A	6Q	
<u>ELECTRONIC TECHNICIANS ELECTRONIC TECHNICIANS JOURNEY LEVEL</u>				
1 0000-1000 HOURS 45.00%	\$7.93	1		
2 1001-2000 HOURS 50.00%	\$7.93	1		
3 2001-3500 HOURS 55.00%	\$7.93	1		
4 3501-5000 HOURS 65.00%	\$7.93	1		
5 5001-6500 HOURS 75.00%	\$8.25	1		
6 6501-8000 HOURS 85.00%	\$9.35	1		
<u>TELECOMMUNICATION TECHNICIANS TELECOMMUNICATION TECHNICIANS JOURNEY LEVEL</u>				
1 0000-1000 HOURS 45.00%	\$7.93	1		
2 1001-2000 HOURS 50.00%	\$8.70	1		
3 2001-3500 HOURS 55.00%	\$9.56	1		
4 3501-5000 HOURS 65.00%	\$11.30	1		
5 5001-6500 HOURS 75.00%	\$13.04	1		
6 6501-8000 HOURS 85.00%	\$14.78	1		
<u>GLAZIERS JOURNEY LEVEL</u>				
1 0000-1000 HOURS 55.00%	\$9.89	1K	5A	
2 1001-2000 HOURS 60.00%	\$15.33	1K	5A	
3 2001-3000 HOURS 65.00%	\$17.22	1K	5A	
4 3001-4000 HOURS 70.00%	\$18.11	1K	5A	
5 4001-5000 HOURS 80.00%	\$19.89	1K	5A	
6 5001-6000 HOURS 90.00%	\$21.66	1K	5A	
<u>HEAT & FROST INSULATORS AND ASBESTOS WORKERS MECHANIC</u>				
1 0000-1600 HOURS 60.00%	\$28.40	1U	5C	
2 1601-3200 HOURS 70.00%	\$31.13	1U	5C	
3 3201-4800 HOURS 80.00%	\$33.85	1U	5C	
4 4801-6400 HOURS 90.00%	\$36.58	1U	5C	

**PREVAILING WAGE RATES
FOR
BENTON COUNTY
APPRENTICES
EFFECTIVE DATE
3/3/2007**

Stage of Progression && Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
<u>HOD CARRIERS & MASON TENDERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-1000 HOURS 60.00%	\$20.76	1M	5D	
2 1001-2000 HOURS 70.00%	\$23.02	1M	5D	
3 2001-3000 HOURS 80.00%	\$25.28	1M	5D	
4 3001-4000 HOURS 90.00%	\$27.54	1M	5D	
<u>INSULATION APPLICATORS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-1000 HOURS 50.00%	\$7.94	1		
2 1001-2000 HOURS 60.00%	\$9.52	1		
3 2001-3000 HOURS 75.00%	\$11.90	1		
4 3001-4000 HOURS 90.00%	\$14.28	1		
<u>IRONWORKERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-0750 HOURS 65.00%	\$25.07	1O	5A	
2 0751-1500 HOURS 70.00%	\$26.46	1O	5A	
3 1501-2250 HOURS 75.00%	\$35.60	1O	5A	
4 2251-3000 HOURS 80.00%	\$36.99	1O	5A	
5 3001-3750 HOURS 90.00%	\$39.77	1O	5A	
6 3751-4500 HOURS 90.00%	\$39.77	1O	5A	
7 4501-5250 HOURS 95.00%	\$41.16	1O	5A	
8 5251-6000 HOURS 95.00%	\$41.16	1O	5A	
<u>LABORERS</u>				
<u>GENERAL LABORER</u>				
1 0000-1000 HOURS 60.00%	\$19.69	1M	5D	
2 1001-2000 HOURS 70.00%	\$21.77	1M	5D	
3 2001-3000 HOURS 80.00%	\$23.85	1M	5D	
4 3001-4000 HOURS 90.00%	\$25.93	1M	5D	
<u>LABORERS - UNDERGROUND SEWER & WATER</u>				
<u>GENERAL LABORER</u>				
1 0000-1000 HOURS 60.00%	\$19.69	1M	5D	
2 1001-2000 HOURS 70.00%	\$21.77	1M	5D	
3 2001-3000 HOURS 80.00%	\$23.85	1M	5D	
4 3001-4000 HOURS 90.00%	\$25.93	1M	5D	
<u>LATHERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-0500 HOURS 60.00%	\$19.81	1B	5A	8N
2 0501-1000 HOURS 65.00%	\$21.02	1B	5A	8N
3 1001-2000 HOURS 70.00%	\$22.23	1B	5A	8N
4 2001-3000 HOURS 75.00%	\$26.70	1B	5A	8N
5 3001-4000 HOURS 80.00%	\$27.91	1B	5A	8N
6 4001-5000 HOURS 85.00%	\$29.12	1B	5A	8N
7 5001-6000 HOURS 90.00%	\$30.33	1B	5A	8N
8 6001-8000 HOURS 95.00%	\$31.55	1B	5A	8N

**PREVAILING WAGE RATES
FOR
BENTON COUNTY
APPRENTICES
EFFECTIVE DATE
3/3/2007**

Stage of Progression && Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
<u>PAINTERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-0750 HOURS 55.00%	\$15.87	1W	5A	
2 0751-1500 HOURS 65.00%	\$18.91	1W	5A	
3 1501-2250 HOURS 75.00%	\$20.92	1W	5A	
4 2251-3000 HOURS 80.00%	\$22.95	1W	5A	
5 3001-3750 HOURS 85.00%	\$23.96	1W	5A	
6 3751-4500 HOURS 95.00%	\$25.97	1W	5A	
<u>PLASTERERS</u>				
<u>JOURNEY LEVEL</u>				
1 1st Period 60.00%	\$21.50	1N	5D	
2 2nd Period 70.00%	\$23.78	1N	5D	
3 3rd Period 80.00%	\$26.07	1N	5D	
4 4th Period 90.00%	\$28.35	1N	5D	
<u>PLUMBERS & PIPEFITTERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-1000 HOURS 45.00%	\$33.40	1Q	5A	
2 1001-2000 HOURS 50.00%	\$35.06	1Q	5A	
3 2001-3000 HOURS 55.00%	\$36.72	1Q	5A	
4 3001-4000 HOURS 60.00%	\$38.37	1Q	5A	
5 4001-5000 HOURS 65.00%	\$40.04	1Q	5A	
6 5001-6000 HOURS 70.00%	\$41.69	1Q	5A	
7 6001-7000 HOURS 75.00%	\$43.36	1Q	5A	
8 7001-8000 HOURS 80.00%	\$45.01	1Q	5A	
9 8001-9000 HOURS 85.00%	\$46.68	1Q	5A	
10 9001-10000 HOURS 85.00%	\$46.68	1Q	5A	
<u>POWER EQUIPMENT OPERATORS</u>				
<u>BACKHOE & HOE RAM (3/4 - 3 YD)</u>				
ALL EQUIPMENT				
1 0000-1000 HOURS 55.00%	\$18.84	1M	5D	8D
2 1001-2000 HOURS 60.00%	\$20.04	1M	5D	8D
3 2001-3000 HOURS 65.00%	\$24.00	1M	5D	8D
4 3001-4000 HOURS 70.00%	\$25.20	1M	5D	8D
5 4001-5000 HOURS 75.00%	\$26.41	1M	5D	8D
6 5001-6000 HOURS 80.00%	\$27.62	1M	5D	8D
7 6001-7000 HOURS 85.00%	\$28.82	1M	5D	8D
8 7001-8000 HOURS 90.00%	\$30.03	1M	5D	8D
<u>POWER EQUIPMENT OPERATORS- UNDERGROUND SEWER & WATER</u>				
<u>(SEE POWER EQUIPMENT OPERATORS)</u>				
1 0000-1000 HOURS 55.00%	\$18.84			
2 1001-2000 HOURS 60.00%	\$20.04			
3 2001-3000 HOURS 65.00%	\$24.00			
4 3001-4000 HOURS 70.00%	\$25.20			
5 4001-5000 HOURS 75.00%	\$26.41			

PREVAILING WAGE RATES
FOR
BENTON COUNTY
APPRENTICES
EFFECTIVE DATE
3/3/2007

Stage of Progression && Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
6 5001-6000 HOURS 80.00%	\$27.62			
7 6001-7000 HOURS 85.00%	\$28.82			
8 7001-8000 HOURS 90.00%	\$30.03			
<u>POWER LINE CLEARANCE TREE TRIMMERS</u>				
<u>TREE TRIMMER</u>				
1 0000-1000 HOURS 75.00%	\$25.17	4A	5A	
2 1001-2000 HOURS 80.00%	\$26.34	4A	5A	
3 2001-3000 HOURS 85.00%	\$27.52	4A	5A	
4 3001-4000 HOURS 90.00%	\$28.70	4A	5A	
<u>REFRIGERATION & AIR CONDITIONING MECHANICS</u>				
<u>MECHANIC</u>				
1 0000-1000 HOURS 40.00%	\$12.46	1		
2 1001-2000 HOURS 50.00%	\$15.58	1		
3 2001-3000 HOURS 55.00%	\$17.14	1		
4 3001-4000 HOURS 60.00%	\$18.70	1		
5 4001-5000 HOURS 65.00%	\$20.25	1		
6 5001-6000 HOURS 70.00%	\$21.81	1		
7 6001-7000 HOURS 80.00%	\$24.93	1		
8 7001-8000 HOURS 85.00%	\$26.49	1		
9 8001-9000 HOURS 85.00%	\$26.49	1		
10 9001-10000 HOURS 85.00%	\$26.49	1		
<u>RESIDENTIAL CARPENTERS</u>				
<u>JOURNEY LEVEL</u>				
1 1st Period 60.00%	\$10.90	1		
2 2nd Period 65.00%	\$11.80	1		
3 3rd Period 70.00%	\$12.71	1		
4 4th Period 75.00%	\$13.62	1		
5 5th Period 80.00%	\$14.53	1		
6 6th Period 85.00%	\$15.44	1		
7 7th Period 90.00%	\$16.34	1		
8 8th Period 95.00%	\$17.25	1		
<u>RESIDENTIAL ELECTRICIANS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-1000 HOURS 50.00%	\$13.33	1		
2 1001-2000 HOURS 60.00%	\$16.00	1		
3 2001-3000 HOURS 75.00%	\$20.00	1		
4 3001-4000 HOURS 90.00%	\$23.99	1		
<u>RESIDENTIAL PLUMBERS & PIPEFITTERS</u>				
<u>JOURNEY LEVEL</u>				
1 1st Period 50.00%	\$12.32	1		
2 2nd Period 55.00%	\$13.55	1		
3 3rd Period 60.00%	\$14.78	1		
4 4th Period 70.00%	\$17.25	1		
5 5th Period 80.00%	\$19.71	1		

**PREVAILING WAGE RATES
FOR
BENTON COUNTY
APPRENTICES
EFFECTIVE DATE
3/3/2007**

Stage of Progression && Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
6 6th Period 90.00%	\$22.18	1		
<u>RESIDENTIAL SHEET METAL WORKERS</u>				
<u>JOURNEY LEVEL (FIELD OR SHOP)</u>				
1 0000-1000 HOURS 50.00%				
2 1001-2000 HOURS 60.00%	\$16.91	1B	5A	
3 2001-4000 HOURS 65.00%	\$21.03	1B	5A	
4 4001-6000 HOURS 70.00%	\$22.20	1B	5A	
5 6001-8000 HOURS 80.00%	\$23.39	1B	5A	
6 8001-10000 HOURS 85.00%	\$25.64	1B	5A	
	\$26.76	1B	5A	
<u>ROOFERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-0700 HOURS 70.00%				
2 0701-1400 HOURS 75.00%	\$23.30	2P	5I	
3 1401-2100 HOURS 80.00%	\$24.38	2P	5I	
4 2101-2800 HOURS 85.00%	\$25.45	2P	5I	
5 2801-3500 HOURS 90.00%	\$26.53	2P	5I	
6 3501-4200 HOURS 95.00%	\$27.60	2P	5I	
	\$28.68	2P	5I	
<u>SHEET METAL WORKERS</u>				
<u>JOURNEY LEVEL (FIELD OR SHOP)</u>				
<u>ENVIRONMENTAL</u>				
2 0000-2000 HOURS 50.00%				
3 2001-4000 HOURS 60.00%	\$24.17	1B	5A	
4 4001-6000 HOURS 70.00%	\$27.53	1B	5A	
1 0000-1000 HOURS 40.00%	\$30.91	1B	5A	
2 1001-2000 HOURS 45.00%	\$18.35	1B	5A	
3 2001-4000 HOURS 50.00%	\$22.08	1B	5A	
4 4001-6000 HOURS 60.00%	\$24.17	1B	5A	
5 6001-8000 HOURS 70.00%	\$27.53	1B	5A	
6 8001-10000 HOURS 80.00%	\$30.91	1B	5A	
	\$34.26	1B	5A	
<u>SOFT FLOOR LAYERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-1000 HOURS 50.00%				
2 1001-2000 HOURS 55.00%	\$13.47	1N	5A	
3 2001-3000 HOURS 60.00%	\$15.10	1N	5A	
4 3001-4000 HOURS 70.00%	\$15.99	1N	5A	
5 4001-5000 HOURS 80.00%	\$17.77	1N	5A	
6 5001-6000 HOURS 90.00%	\$19.55	1N	5A	
	\$21.33	1N	5A	
<u>SPRINKLER FITTERS (FIRE PROTECTION)</u>				
<u>JOURNEY LEVEL</u>				
<u>CLASS 1</u>				
1 1st Period 50.00%				
10 10th Period 90.00%	\$20.04	1R	5Q	
2 2nd Period 50.00%	\$39.00	1R	5Q	
3 3rd Period 55.00%	\$20.04	1R	5Q	
4 4th Period 60.00%	\$25.53	1R	5Q	
	\$26.88	1R	5Q	

PREVAILING WAGE RATES
FOR
BENTON COUNTY
APPRENTICES
EFFECTIVE DATE
3/3/2007

Stage of Progression && Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
5 5th Period 65.00%	\$32.23	1R	5Q	
6 6th Period 70.00%	\$33.59	1R	5Q	
7 7th Period 75.00%	\$34.94	1R	5Q	
8 8th Period 80.00%	\$36.29	1R	5Q	
9 9th Period 85.00%	\$37.64	1R	5Q	
<u>TILE, MARBLE & TERRAZZO FINISHERS</u>				
<u>FINISHER</u>				
1 0000-0700 HOURS 60.00%	\$17.30	2M	5A	
2 0701-2100 HOURS 70.00%	\$18.88	2M	5A	
3 2101-2800 HOURS 80.00%	\$20.46	2M	5A	
4 2801-3500 HOURS 90.00%	\$22.04	2M	5A	
<u>TERRAZZO WORKERS & TILE SETTERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-0700 HOURS 50.00%	\$17.69	2M	5A	
2 0701-2100 HOURS 60.00%	\$19.67	2M	5A	
3 2101-2800 HOURS 70.00%	\$21.64	2M	5A	
4 2801-3500 HOURS 80.00%	\$23.62	2M	5A	
5 3501-4200 HOURS 90.00%	\$25.59	2M	5A	
6 4201-4900 HOURS 95.00%	\$26.58	2M	5A	
<u>TRAFFIC CONTROL STRIPERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-0500 HOURS 60.00%	\$16.60	1		
2 0501-1000 HOURS 60.00%	\$16.60	1		
3 1001-2333 HOURS 60.00%	\$16.60	1		
4 2334-4666 HOURS 73.00%	\$20.20	1		
5 4667-7000 HOURS 88.00%	\$24.35	1		
<u>TRUCK DRIVERS</u>				
<u>DUMP TRUCK</u>				
<u>ALL TRUCKS</u>				
1 0000-0700 HOURS 70.00%	\$25.56	1N	5D	8M
2 0701-1400 HOURS 80.00%	\$27.73	1N	5D	8M
3 1401-2100 HOURS 90.00%	\$29.91	1N	5D	8M

State of Washington
DEPARTMENT OF LABOR AND INDUSTRIES
 Prevailing Wage Section - Telephone (360) 902-5335
 PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage Rates For Public Works Contracts

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

BENTON COUNTY

Effective 03-03-07

 (See Benefit Code Key)

<u>Classification</u>	<u>PREVAILING WAGE</u>	<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
ASBESTOS ABATEMENT WORKERS				
JOURNEY LEVEL	\$28.01	1M	5D	
BOILERMAKERS				
JOURNEY LEVEL	\$47.47	1C	5N	
BRICK AND MARBLE MASONS				
JOURNEY LEVEL	\$35.37	1M	5A	
CABINET MAKERS (IN SHOP)				
JOURNEY LEVEL	\$8.45	1		
CARPENTERS				
CARPENTER	\$33.43	1B	5A	8N
MILLWRIGHT AND MACHINE ERECTORS	\$34.68	1B	5A	8N
PILEDRIVER/CARPENTER	\$33.43	1B	5A	8N
PILEDRIVER/DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING, OR CREOSOTE TREATED MATERIAL ON ALL	\$33.70	1B	5A	8N
CEMENT MASONS				
JOURNEY LEVEL	\$31.46	1N	5D	
DIVERS & TENDERS				
DIVER	\$70.24	1B	5A	8A
DIVER TENDER	\$37.57	1B	5A	
DIVING MASTER	\$44.30	1B	5A	
SURFACE RCV & ROV OPERATOR	\$37.57	1B	5A	
SURFACE RCV & ROV OPERATOR TENDER	\$35.35	1B	5A	
DREDGE WORKERS				
ASSISTANT ENGINEER	\$42.02	1N	5D	8D
ASSISTANT MATE (DECKHAND)	\$41.51	1N	5D	8D
BOATMEN	\$42.02	1N	5D	8D
ENGINEER WELDER	\$42.07	1N	5D	8D
LEVERMAN, HYDRAULIC	\$43.64	1N	5D	8D
MAINTENANCE	\$41.64	1N	5D	8D
MATES	\$42.02	1N	5D	8D
OILER	\$41.64	1N	5D	8D
DRYWALL TAPERS				
JOURNEY LEVEL	\$29.44	1P	5A	
ELECTRICIANS - INSIDE				
JOURNEY LEVEL	\$44.54	1E	5A	
ELECTRICIANS - POWERLINE CONSTRUCTION				
CABLE SPLICER	\$55.40	4A	5A	
CERTIFIED LINE WELDER	\$49.64	4A	5A	
GROUNDPERSON	\$35.92	4A	5A	
HEAD GROUNDPERSON	\$37.88	4A	5A	
HEAVY LINE EQUIPMENT OPERATOR	\$49.64	4A	5A	
JACKHAMMER OPERATOR	\$37.88	4A	5A	
JOURNEY LEVEL LINEPERSON	\$49.64	4A	5A	
LINE EQUIPMENT OPERATOR	\$42.26	4A	5A	
POLE SPRAYER	\$49.64	4A	5A	
POWDERPERSON	\$37.88	4A	5A	
ELECTRONIC TECHNICIANS				
ELECTRONIC TECHNICIANS JOURNEY LEVEL	\$11.00	1		
ELEVATOR CONSTRUCTORS				
MECHANIC	\$57.88	4A	6Q	
MECHANIC IN CHARGE	\$63.45	4A	6Q	
FENCE ERECTORS				
FENCE ERECTOR	\$16.57	1		

BENTON COUNTY

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		<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
FLAGGERS				
JOURNEY LEVEL	\$25.91	1M	5D	
GLAZIERS				
JOURNEY LEVEL	\$24.04	1K	5A	
HEAT & FROST INSULATORS AND ASBESTOS WORKERS				
MECHANIC	\$39.30	1U	5C	
HOD CARRIERS & MASON TENDERS				
JOURNEY LEVEL	\$29.80	1M	5D	
INSULATION APPLICATORS				
JOURNEY LEVEL	\$15.87	1		
IRONWORKERS				
JOURNEY LEVEL	\$42.55	1O	5A	
LABORERS				
ASPHALT RAKER	\$28.55	1M	5D	
ASPHALT ROLLER, WALKING	\$28.28	1M	5D	
BRUSH HOG FEEDER	\$28.01	1M	5D	
BRUSH MACHINE	\$28.55	1M	5D	
CARPENTER TENDER	\$28.01	1M	5D	
CASSION WORKER	\$28.55	1M	5D	
CEMENT FINISHER TENDER	\$28.28	1M	5D	
CEMENT HANDLER	\$28.01	1M	5D	
CHAIN SAW OPERATOR AND FALLER	\$28.55	1M	5D	
CLEAN-UP LABORER	\$28.01	1M	5D	
CONCRETE CREWMAN	\$28.01	1M	5D	
CONCRETE SAW, WALKING	\$28.28	1M	5D	
CONCRETE SIGNALMAN	\$28.01	1M	5D	
CONCRETE STACK	\$28.55	1M	5D	
CRUSHER FEEDER	\$28.01	1M	5D	
DEMOLITION	\$28.01	1M	5D	
DEMOLITION TORCH	\$28.28	1M	5D	
DOPE POT FIREMAN	\$28.28	1M	5D	
DRILL HELPER, WHEN REQUIRED TO MOVE AND POSITON	\$28.28	1M	5D	
DRILL WITH DUAL MASTS	\$28.83	1M	5D	
DRILL, AIR TRACT	\$28.55	1M	5D	
DRILLS, WAGON	\$28.28	1M	5D	
DUMPMAN	\$28.01	1M	5D	
EROSION CONTROL WORKER	\$28.01	1M	5D	
FINAL DETAIL CLEANUP (i.e., dusting, vacuuming, window cleaning; NOT construction debris cleanup)	\$25.91	1M	5D	
FIRE WATCH	\$28.01	1M	5D	
FORM CLEANING MACHINE FEEDER, STACKER	\$28.01	1M	5D	
FORM SETTER, PAVING	\$28.28	1M	5D	
GENERAL LABORER	\$28.01	1M	5D	
GRADE CHECKER USING LEVEL, OPTIONAL	\$28.28	1M	5D	
GROUT MACHINE HEADER TENDER	\$28.01	1M	5D	
GUARDRAIL ERECTOR	\$28.01	1M	5D	
GUNITE NOZZLEMAN	\$28.55	1M	5D	
HAZARDOUS WASTE WORKER LEVEL A	\$28.83	1M	5D	
HAZARDOUS WASTE WORKER LEVEL B	\$28.55	1M	5D	
HAZARDOUS WASTE WORKER LEVEL C	\$28.28	1M	5D	
HAZARDOUS WASTE WORKER LEVEL D	\$28.01	1M	5D	
HIGH SCALER	\$28.55	1M	5D	
JACKHAMMER	\$28.28	1M	5D	
LASER BEAM OPERATOR	\$28.55	1M	5D	
MINER, CLASS "A"	\$28.01	1M	5D	
MINER, CLASS "B"	\$28.28	1M	5D	
MINER, CLASS "C"	\$28.55	1M	5D	
MINER, CLASS "D"	\$28.83	1M	5D	

BENTON COUNTY

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MONITOR OPERATOR, AIR TRACK, OR SIMILAR	\$28.55	1M	5D	
MORTAR MIXER	\$28.55	1M	5D	
NIPPER	\$28.01	1M	5D	
NOZZLEMAN, TO INCLUDE JET BLASTING	\$28.55	1M	5D	
NOZZLEMAN, TO INCLUDE SQUEEZE AND FLOW-CRETE	\$28.28	1M	5D	
NOZZLEMAN, WATER, AIR OR STEAM	\$28.28	1M	5D	
PAVEMENT BREAKER, 90 LBS & OVER	\$28.55	1M	5D	
PAVEMENT BREAKER, UNDER 90 LBS	\$28.28	1M	5D	
PIPE, WATER LINER	\$28.28	1M	5D	
PIPELAYER, CORRUGATED METAL CULVERT	\$28.28	1M	5D	
PIPELAYER, MULTI PLATE	\$28.28	1M	5D	
PIPELAYER, TO INCLUDE WORKING TOPMAN	\$28.55	1M	5D	
PIPEWRAPPER	\$28.55	1M	5D	
PLASTERER TENDER	\$28.55	1M	5D	
POT TENDER	\$28.28	1M	5D	
POWDERMAN	\$30.20	1M	5D	
POWDERMAN HELPER	\$28.28	1M	5D	
POWER BUGGY OPERATOR	\$28.28	1M	5D	
POWER TOOL OPERATOR (GAS, ELECTRIC OR PNEUMATIC)	\$28.28	1M	5D	
RAILROAD POWER SPIKER OR PULLER, DUAL MOBILE	\$28.28	1M	5D	
RIPRAP PERSON	\$28.01	1M	5D	
RODDER & SPREADER	\$28.28	1M	5D	
SCAFFOLD ERECTOR, WOOD OR STEEL	\$28.01	1M	5D	
STAKE JUMPER	\$28.01	1M	5D	
STRUCTURAL MOVER	\$28.01	1M	5D	
TAILHOSEMAN, SANDBLAST	\$28.01	1M	5D	
TAILHOSEMAN, WATER NOZZLE	\$28.01	1M	5D	
TAMPER	\$28.28	1M	5D	
TIMBER BUCKER & FALLER (BY HAND)	\$28.01	1M	5D	
TRACK LABORER	\$28.01	1M	5D	
TRENCHER, SHAWNEE	\$28.28	1M	5D	
TRUCK LOADER	\$28.01	1M	5D	
TUGGER OPERATOR	\$28.28	1M	5D	
VIBRATOR	\$28.55	1M	5D	
WELDER (ELECTRIC, MANUAL OR AUTOMATIC)	\$28.83	1M	5D	
WELL-POINT MAN	\$28.01	1M	5D	
WHEELBARROW, POWER DRIVEN	\$28.28	1M	5D	
LANDSCAPE CONSTRUCTION				
IRRIGATION OR LAWN SPRINKLER INSTALLERS	\$7.93	1		
LANDSCAPE EQUIPMENT OPERATORS OR TRUCK DRIVERS	\$8.12	1		
LANDSCAPING OR PLANTING LABORERS	\$7.93	1		
LATHERS				
JOURNEY LEVEL				
PAINTERS	\$32.76	1B	5A	8N
JOURNEY LEVEL				
PLASTERERS	\$26.97	1W	5A	
JOURNEY LEVEL				
PLUMBERS & PIPEFITTERS	\$32.04	1N	5D	
JOURNEY LEVEL				
POWER EQUIPMENT OPERATORS	\$51.65	1Q	5A	
A-FRAME TRUCK (2 OR MORE DRUMS)	\$31.84	1M	5D	8D
A-FRAME TRUCK (SINGLE DRUM)	\$31.23	1M	5D	8D
ASPHALT PLANT OPERATOR	\$32.44	1M	5D	8D
ASSISTANT PLANT FIREMAN OR PUGMIXER	\$31.23	1M	5D	8D
ASSISTANT REFRIGERATION PLANT & CHILLER (OVER 1000 TONS)	\$31.84	1M	5D	8D
ASSISTANT REFRIGERATION PLANT (UNDER 1000 TON)	\$31.23	1M	5D	8D
AUTOMATIC SUBGRADER (DITCHES & TRIMMERS)	\$32.44	1M	5D	8D
BACKFILLERS (CLEVELAND & SIMILAR)	\$31.84	1M	5D	8D

BENTON COUNTY

Effective 03-03-07

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BACKHOE & HOE RAM (UNDER 3/4 YARD)	\$32.16	1M	5D	8D
BACKHOE & HOE RAM (3/4 - 3 YD)	\$32.44	1M	5D	8D
BACKHOE (45,000 GW & UNDER)	\$32.16	1M	5D	8D
BACKHOE (45,000 GW TO 110,000 GW)	\$32.44	1M	5D	8D
BACKHOE (OVER 110,000 GW)	\$32.71	1M	5D	8D
BACKHOE, (3 YD & OVER)	\$32.71	1M	5D	8D
BATCH & WET MIX (MULTIPLE UNITS)	\$32.44	1M	5D	8D
BATCH PLANT & WET MIX (SINGLE UNIT)	\$31.84	1M	5D	8D
BATCH PLANT (OVER 4 UNITS)	\$32.44	1M	5D	8D
BELT FINISHING MACHINE	\$31.23	1M	5D	8D
BELT-CRETE CONVEYORS WITH POWER PACK	\$31.84	1M	5D	8D
BENDING MACHINE	\$31.84	1M	5D	8D
BIT GRINDERS	\$30.91	1M	5D	8D
BLADE (FINISH & BLUETOP) (AUTOMATIC, CMI, ABC)	\$32.71	1M	5D	8D
BLADE (FINISH ATHEY & HUBER)	\$32.71	1M	5D	8D
BLADE (MOTOR PATROL & ATTACHMENTS)	\$32.44	1M	5D	8D
BLOWER OPERATOR (CEMENT)	\$31.23	1M	5D	8D
BOAT OPERATORS	\$30.36	1M	5D	8D
BOBCAT (SKID STEER)	\$31.84	1M	5D	8D
BOLT THREADING MACHINE	\$30.91	1M	5D	8D
BOOM CATS (SIDE)	\$32.44	1M	5D	8D
BORING MACHINE (EARTH)	\$31.84	1M	5D	8D
BORING MACHINE (ROCK)	\$31.84	1M	5D	8D
BUMP CUTTER (WAYNE, SAGINAU OR SIMILAR)	\$31.84	1M	5D	8D
CABLEWAY CONTROLLER (DISPATCHER)	\$32.44	1M	5D	8D
CABLEWAY OPERATORS	\$32.71	1M	5D	8D
CANAL LINING MACHINE (CONCRETE)	\$31.84	1M	5D	8D
CARRYDECK & BOOM TRUCK	\$32.16	1M	5D	8D
CEMENT HOG	\$31.23	1M	5D	8D
CHIPPER (WITHOUT CRANE)	\$31.84	1M	5D	8D
CLEANING & DOPING MACHINE (PIPELINE)	\$31.84	1M	5D	8D
COMPACTOR, SELF PROPELLED WITH BLADE	\$32.44	1M	5D	8D
COMPRESSORS (OVER 2000 CFM, 2 OR MORE)	\$31.23	1M	5D	8D
COMPRESSORS (UNDER 2000 CFM, GAS, DIESEL)	\$30.91	1M	5D	8D
CONCRETE CLEANING/DECONTAMINATION MACHINE OPERATOR	\$32.71	1M	5D	8D
CONCRETE PUMP BOOM TRUCK	\$32.44	1M	5D	8D
CONCRETE PUMPS (SQUEEZE-CRETE, FLOW-CRETE)	\$32.00	1M	5D	8D
CONCRETE SAW (MULTIPLE CUT)	\$31.23	1M	5D	8D
CONCRETE SLIP FORM PAVER	\$32.44	1M	5D	8D
CRANES, 25 TON & UNDER	\$32.16	1M	5D	8D
CRANES, OVER 25 TON, TO & INCLUDING 45 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE	\$32.44	1M	5D	8D
CRANES, OVER 25 TON, TO & INCLUDING 45 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (180' TO 250' BOOM)	\$32.74	1M	5D	8D
CRANES, OVER 25 TON, TO & INCLUDING 45 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (OVER 250' BOOM)	\$33.04	1M	5D	8D
CRANES, OVER 45 TON, TO & INCLUDING 85 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE	\$32.71	1M	5D	8D
CRANES, OVER 45 TON, TO & INCLUDING 85 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (180' TO 250' BOOM)	\$33.01	1M	5D	8D
CRANES, OVER 45 TON, TO & INCLUDING 85 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (OVER 250' BOOM)	\$33.31	1M	5D	8D
CRANES, 85 TON & OVER AND ALL CLIMBING, OVERHEAD, RAIL & TOWER, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE	\$33.81	1M	5D	8D
CRANES, 85 TON & OVER AND ALL CLIMBING, OVERHEAD, RAIL & TOWER, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (180' TO 250' BOOM)	\$34.11	1M	5D	8D
CRANES, 85 TON & OVER AND ALL CLIMBING, OVERHEAD, RAIL & TOWER, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (OVER	\$34.41	1M	5D	8D

BENTON COUNTY

Effective 03-03-07

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250' BOOM)				
CRUSHER FEEDERMAN				
CRUSHER, GRIZZLE & SCREENING PLANT	\$30.36	1M	5D	8D
DECK ENGINEER	\$32.44	1M	5D	8D
DECK HAND	\$31.84	1M	5D	8D
DERRICKS & STIFFLEGS (UNDER 65 TON)	\$30.91	1M	5D	8D
DERRICKS & STIFFLEGS (65 TON & OVER)	\$32.16	1M	5D	8D
DISTRIBUTOR LEVERMAN	\$32.71	1M	5D	8D
DITCH WITCH OR SIMILAR	\$31.23	1M	5D	8D
DOPE POTS (POWER AGITATED)	\$31.23	1M	5D	8D
DOZER, 834 R/T & SIMILAR	\$31.23	1M	5D	8D
DOZER, MULTIPLE UNITS WITH SINGLE BLADE	\$32.44	1M	5D	8D
DRILL DOCTOR	\$32.44	1M	5D	8D
DRILLERS HELPER	\$32.44	1M	5D	8D
DRILLING EQUIPMENT (8 INCH BIT & OVER)	\$30.91	1M	5D	8D
DRILLS (CHURN, CORE, CALYX OR DIAMOND)	\$32.16	1M	5D	8D
ELEVATING BELT (HOLLAND TYPE)	\$32.00	1M	5D	8D
ELEVATOR HOISTING MATERIALS	\$32.71	1M	5D	8D
EQUIPMENT SERVICEMAN, GREASER AND OILER	\$31.23	1M	5D	8D
FIREMAN & HEATER TENDER	\$32.00	1M	5D	8D
FORK LIFT OR LUMBER STACKER, HYDRA-LIFT	\$30.91	1M	5D	8D
GENERATOR PLANT ENGINEERS (DIESEL, ELECTRIC)	\$31.23	1M	5D	8D
GIN TRUCKS (PIPELINE)	\$31.84	1M	5D	8D
GRADE CHECKER	\$31.23	1M	5D	8D
GUNITE COMBINATION MIXER & COMPRESSOR	\$30.91	1M	5D	8D
H.D. MECHANIC	\$31.84	1M	5D	8D
H.D. WELDER	\$32.44	1M	5D	8D
HEAVY EQUIPMENT ROBOTICS OPERATOR	\$32.44	1M	5D	8D
HELICOPTER PILOT	\$32.71	1M	5D	8D
HELPER, OF H.D. MECHANIC & H.D. WELDER	\$33.81	1M	5D	8D
HOE RAM	\$30.36	1M	5D	8D
HOIST (2 OR MORE DRUMS OR TOWER HOIST)	\$32.16	1M	5D	8D
HOIST (SINGLE-DRUM)	\$32.00	1M	5D	8D
HYDRO SEEDER, MULCHER, NOZZLEMAN	\$31.23	1M	5D	8D
LOADER (360 DEGREES REVOLVING KOEHRING)	\$30.91	1M	5D	8D
LOADER, BELT (KOCAL OR SIMILAR)	\$32.71	1M	5D	8D
LOADER, ELEVATING BELT-TYPE (EUCLID, BARBER)	\$31.84	1M	5D	8D
LOADER, ELEVATING GRADER TYPE (DUMOR, ADAMS)	\$31.84	1M	5D	8D
LOADERS (BUCKET, ELEVATOR & CONVEYORS)	\$31.84	1M	5D	8D
LOADERS, OVERHEAD/FRONT-END (UNDER 4 YD)	\$31.23	1M	5D	8D
LOADERS, OVERHEAD/FRONT-END (4 - 8 YD)	\$32.00	1M	5D	8D
LOADERS, OVERHEAD/FRONT-END (8 - 10 YD)	\$32.44	1M	5D	8D
LOADERS, OVERHEAD/FRONT-END (10 YD & OVER)	\$32.71	1M	5D	8D
LOCOMOTIVE ENGINEER	\$33.81	1M	5D	8D
LONGITUDINAL FLOAT	\$31.84	1M	5D	8D
MASTER ENVIRONMENTAL MAINTENANCE TECHNICIAN	\$31.23	1M	5D	8D
MIXER (PORTABLE-CONCRETE)	\$32.71	1M	5D	8D
MIXERMOBILE	\$31.23	1M	5D	8D
MUCKING MACHINE	\$31.84	1M	5D	8D
OILER	\$31.84	1M	5D	8D
OILER DRIVER & CABLE TENDER, MUCKING MACHINE	\$30.36	1M	5D	8D
PAVE OR CURB EXTRUDER ASPHALT & CONCRETE	\$30.91	1M	5D	8D
PAVEMENT BREAKER, HYDRAHAMMER & SIMILAR	\$32.00	1M	5D	8D
PAVING (DUAL DRUM)	\$31.23	1M	5D	8D
PAVING MACHINE (ASPHALT OR CONCRETE)	\$32.16	1M	5D	8D
PILEDIVING ENGINEERS	\$32.44	1M	5D	8D
POSTHOLE AUGER OR PUNCH	\$32.16	1M	5D	8D
POWER BROOM	\$31.84	1M	5D	8D
	\$31.23	1M	5D	8D

BENTON COUNTY

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Classification	PREVAILING WAGE	(See Benefit Code Key)		
		Over Time Code	Holiday Code	Note Code
PROBE TENDER (ROTO-MILL)	\$31.23	1M	5D	8D
PUMP (GROUT OR JET)	\$31.84	1M	5D	8D
PUMP OPERATOR (WATER)	\$30.91	1M	5D	8D
QUAD-TRACK OR SIMILAR EQUIPMENT	\$32.44	1M	5D	8D
RAILROAD BALLAST REGULATION SELF-PROPELLED	\$31.23	1M	5D	8D
RAILROAD POWER TAMPER (SELF-PROPELLED)	\$31.23	1M	5D	8D
RAILROAD POWER TAMPER JACK (SELF-PROPELLED)	\$31.23	1M	5D	8D
RAILROAD TRACK LINER OPERATOR (SELF-PROPELLED)	\$32.16	1M	5D	8D
REFRIGERATION PLANT ENGINEER (1000 TONS & OVER)	\$32.16	1M	5D	8D
REFRIGERATION PLANT ENGINEERS (UNDER 1000 TONS)	\$32.00	1M	5D	8D
ROLLER OPERATOR (FINISHING PAVEMENT)	\$32.44	1M	5D	8D
ROLLERS, ALL TYPES ON SUBGRADE (FARM TYPE)	\$30.91	1M	5D	8D
ROTO-MILL PAVEMENT PROFILER	\$32.44	1M	5D	8D
SCRAPER, BAGLEY OR STATIONARY	\$31.23	1M	5D	8D
SCRAPERS, ALL, RUBBER-TIRED	\$32.44	1M	5D	8D
SCRAPERS, RUBBER-TIRED (MULTI-ENGINE WITH 3 OR MORE SCRAPERS)	\$32.71	1M	5D	8D
SCREED OPERATOR	\$32.44	1M	5D	8D
SHOVELS, (3 YD & OVER)	\$32.71	1M	5D	8D
SHOVELS, (UNDER 3 YD)	\$32.44	1M	5D	8D
SIGNALMEN (WHIRLEYS, HIGHLINE, HAMMERHEADS)	\$32.16	1M	5D	8D
SKIDDER, RUBBER-TIRED (R/T, WITH OR WITHOUT ATTACHMENTS)	\$32.00	1M	5D	8D
SOIL STABILIZER (P & H OR SIMILAR)	\$31.84	1M	5D	8D
SPRAY CURING MACHINE-CONCRETE	\$31.23	1M	5D	8D
SPREADER BOX (SELF-PROPELLED)	\$31.23	1M	5D	8D
SPREADER MACHINE	\$31.84	1M	5D	8D
STEAM CLEANER	\$30.36	1M	5D	8D
STRADDLE BUGGY (ROSS & SIMILAR)	\$31.23	1M	5D	8D
SURFACE HEATER & PLANNER MACHINE	\$32.00	1M	5D	8D
TRACTOR, FARM-TYPE R/T WITH ATTACHMENTS	\$31.23	1M	5D	8D
TRACTOR, TO D-6 OR EQUIVALENT & OVER	\$32.44	1M	5D	8D
TRACTOR, TO D-6 OR EQUIVALENT & TRAXCAVATOR	\$31.84	1M	5D	8D
TRAVERSE FINISHING MACHINE	\$31.84	1M	5D	8D
TRENCHING MACHINES (7 FT DEPTH & OVER)	\$32.44	1M	5D	8D
TRENCHING MACHINES (UNDER 7 FT DEPTH)	\$32.00	1M	5D	8D
TUG BOAT OPERATOR	\$32.44	1M	5D	8D
TUGGER OPERATOR	\$31.23	1M	5D	8D
TURNHEAD (WITH RE-SCREENING)	\$32.00	1M	5D	8D
TURNHEAD OPERATOR	\$31.84	1M	5D	8D
ULTRA HIGH PRESSURE WATERJET CUTTING TOOL SYSTEM OPERATOR (30,000 PSI)	\$32.71	1M	5D	8D
VACTOR GUZZLER, SUPER SUCKER	\$32.44	1M	5D	8D
VACUUM BLASTING MACHINE OPERATOR	\$32.71	1M	5D	8D
VACUUM DRILL (REVERSE CIRCULATION DRILL)	\$32.00	1M	5D	8D
WELDING MACHINES	\$30.91	1M	5D	8D
WHIRLEYS & HAMMERHEADS, ALL	\$32.71	1M	5D	8D
POWER LINE CLEARANCE TREE TRIMMERS				
JOURNEY LEVEL IN CHARGE	\$35.62	4A	5A	
SPRAY PERSON	\$33.82	4A	5A	
TREE EQUIPMENT OPERATOR	\$34.27	4A	5A	
TREE TRIMMER	\$31.88	4A	5A	
TREE TRIMMER GROUNDPERSON	\$24.03	4A	5A	
REFRIGERATION & AIR CONDITIONING MECHANICS				
MECHANIC	\$31.16	1		
ROOFERS				
JOURNEY LEVEL	\$29.75	2P	5I	
USING IRRITABLE BITUMINOUS MATERIALS	\$32.75	2P	5I	
SHEET METAL WORKERS				

BENTON COUNTY

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JOURNEY LEVEL (FIELD OR SHOP)	\$40.51	1B	5A	
SOFT FLOOR LAYERS				
JOURNEY LEVEL	\$23.11	1N	5A	
SOLAR CONTROLS FOR WINDOWS				
JOURNEY LEVEL	\$7.93	1		
SPRINKLER FITTERS (FIRE PROTECTION)				
JOURNEY LEVEL	\$41.70	1R	5Q	
SURVEYORS				
CHAIN PERSON	\$9.25	1		
INSTRUMENT PERSON	\$12.05	1		
PARTY CHIEF	\$15.05	1		
TELECOMMUNICATION TECHNICIANS				
TELECOMMUNICATION TECHNICIANS JOURNEY LEVEL	\$17.39	1		
TELEPHONE LINE CONSTRUCTION - OUTSIDE				
CABLE SPLICER	\$29.89	2B	5A	
HOLE DIGGER/GROUND PERSON	\$16.81	2B	5A	
INSTALLER (REPAIRER)	\$28.68	2B	5A	
JOURNEY LEVEL TELEPHONE LINEPERSON	\$27.82	2B	5A	
SPECIAL APPARATUS INSTALLER I	\$29.89	2B	5A	
SPECIAL APPARATUS INSTALLER II	\$29.30	2B	5A	
TELEPHONE EQUIPMENT OPERATOR (HEAVY)	\$29.89	2B	5A	
TELEPHONE EQUIPMENT OPERATOR (LIGHT)	\$27.82	2B	5A	
TELEVISION GROUND PERSON	\$15.96	2B	5A	
TELEVISION LINEPERSON/INSTALLER	\$21.17	2B	5A	
TELEVISION SYSTEM TECHNICIAN	\$25.15	2B	5A	
TELEVISION TECHNICIAN	\$22.64	2B	5A	
TREE TRIMMER	\$27.82	2B	5A	
TERRAZZO WORKERS & TILE SETTERS				
JOURNEY LEVEL	\$27.57	2M	5A	
TILE, MARBLE & TERRAZZO FINISHERS				
FINISHER	\$23.62	2M	5A	
TRAFFIC CONTROL STRIPERS				
JOURNEY LEVEL	\$27.67	1		
TRUCK DRIVERS				
ASPHALT MIX (TO 20 YARDS)	\$32.08	1N	5D	8M
ASPHALT MIX (OVER 20 YARDS)	\$32.25	1N	5D	8M
DUMP TRUCK	\$32.08	1N	5D	8M
DUMP TRUCK & TRAILER	\$32.25	1N	5D	8M
OTHER TRUCKS	\$31.97	1N	5D	8M
TRANSIT MIXER	\$33.01	2H	6I	
WELL DRILLERS & IRRIGATION PUMP INSTALLERS				
IRRIGATION PUMP INSTALLER	\$11.15	1		
OILER	\$9.20	1		
WELL DRILLER	\$17.68	1		