

June 16, 2008

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

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting

June 9, 2008, 9:00 am.

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; Keith Mercer, Sheriff's Office; Treasurer Duane Davidson; DPA Ryan Brown; Planning Manager Mike Shuttleworth; Public Works Director Ross Dunfee; Lisa Small, Commissioners' Office; Julie Murphy and Erihza Rivera, Treasurer's Office; Van Petty, Pat Powell, and Brenda Chilton, Auditor's Office; Clerk Josie Delvin; Auditor Bobbie Gagner; Central Services Randy Reid; Assessor Barb Wagner; Harriet Mercer, Assessor's Office; Safety/Training Coordinator Bryan Perry.

Approval of Minutes

The Minutes of June 2, 2008 were approved as corrected.

Review Agenda

Commissioner Benitz requested item "i" be pulled for discussion.

Consent Agenda

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

Commissioners

- a. State Grant Agreement Amendment
- b. Step Increase Approval

Facilities

- c. Notice of Completion – Bella's Office Solutions
- d. Notice of Completion – Sounds Solutions, Inc.
- e. Blanket Contract w/Straight-Flush Inc for Plumbing Services

Parks

- f. Notice of Completion – Quality Backhoe Services, Inc.

Road/Engineer

- g. Awarding Bid for C.E. 1909 SMP – Pavement Marking 2008
- h. Contract Extension for Floor Cleaning at Prosser Maintenance & Operations Facility
- j. Co Road Improvement Dist. #15, Cottonwood Drive, Property Segregation, Amend Res. #08-525
- k. Authorization for Public Hearing for Franchise Application of C & M Orchards, Inc.
- l. Approval of Standard Plan 2008-01 Fire Hydrant Detail

Sheriff

- m. Amended Construction Agreement w/Fowler General Construction for Jail Offices
- n. Amended Contract w/Frontier Fence Inc. for North Gate @ the Jail
- o. Payment Approval for Emergency Repair of Water Softners @ the Jail

Treasurer

- p. Line Item Transfer, Fund No. 0000-101, Dept. 124

Workforce Development Council

- q. Service Provider Contract Modification w/Columbia Industries
- r. Service Provider Contract Modification w/Employment Security
- s. Service Provider Contract Modification w/Career Path Services
- t. Appointment of E Fielding to Position B7
- u. Board Reappointments

Consent Agenda Item “i” (Authorization for Public Hearing of Engineer’s Report for Piert Road)

Commissioner Benitz requested the public hearing be held in the Finley area so the public could have input on the matter. Commissioner Bowman indicated he was becoming more disillusioned by the company and the ethanol industry and was now worried about an abandoned factory in that area. He said he was not sure if any more money should be spent.

Chairman Oliver asked Mr. Dunfee about a path forward and if the project was on track. Mr. Dunfee stated there would be a new engineer’s report prepared this week and the Board could make a decision. Additionally, that Columbia Energy had nearly consummated a land agreement with Agrium, although Columbia Energy may now be in control of the land.

The Board agreed to review the engineer’s report before making a decision and Chairman Oliver requested Mr. Dunfee set up individual commissioner meetings with Columbia Energy and/or Agrium for an update.

Clarification of Board Action on Road Issue

Ross Dunfee said at the May 27 meeting the King Tull project remained in the engineer’s report because it was not unanimous to change from King Tull to Sellards. Additionally, at the June 2 meeting, Sellards Road got added as an emergent project because it was not required to have a unanimous vote to add emergent projects.

Financial Analysis Team Presentation

Linda Ivey, Van Petty, Keith Mercer, and Erhiza Rivera gave a Powerpoint presentation of the Benton County Financial Analysis for the month ending April 30, 2008. The presentation included the following:

- Current Expense, Quarterly Revenue and Cumulative Revenue Comparison
- Current Expense, Quarterly and Cumulative Expenditures Comparison
- Current Expense, Fund Balance Trends, Analysis, and Comparison
- 2008 Revenue Budget to Actuals
- 2008 Expenditure Budget to Actuals
- Retail Sales & Use Tax, Prior Year Comparison, Revenue Distribution, 1% Local Collection, Local 1/10% Criminal Justice, VIT Impact
- Jail Contract Housing, Actuals vs. Projections
- Contract Agencies Bed Usage
- Local Municipalities, Bed Day Rate, Benton County Local Bed Usage, and Jail Usage by Agency

Entrance Conference – State Auditor

Ginny Waltman and Kent Zirker reviewed the Benton County Washington State Auditor's Entrance Conference report dated June 9, 2008 for calendar year 2007. The report outlined the following areas: audit scope, accountability for public resources and legal compliance, financial statements, federal compliance, audit reports, reporting levels, and audit costs.

Van Petty, Auditor's Chief Financial Accountant, was named as the audit liaison for the State Auditor to communicate with throughout the audit.

The Board briefly recessed, reconvening at 10:15 a.m.

Plasma Displays for Hearing Rooms

Randy Reid presented a cost estimate for flat panel wall displays for the Commissioners' hearing rooms in the amount of \$4,400 to \$6,800 for both hearing rooms. He indicated it was not currently provided for in the budget. He also asked the Board if it wanted to include the panels in the replacement budget.

Chairman Oliver said he also wanted the audience to be able to see the Powerpoint presentations and wanted Mr. Reid to review that request.

Commissioner Bowman said he was in favor of purchasing the flat panels and was ready to move forward. Commissioner Benitz requested the Board wait for the 2009 budget. Chairman Oliver said he was also prepared to move forward and both he and Commissioner Bowman agreed it was not necessary to put the panels in the replacement budget.

Property Proposal

Lisa Small presented a proposal from Frankie Cruz to purchase parcel 1-2994-400-0004-000 in the amount of \$2,000.00. She proposed the following options:

1. Counteroffer with a purchase price of \$5,000, which is 70% of the assessed value, deducting 30% due to easement restrictions.
2. Accept the offer in the amount of \$2,000.

Commissioner Benitz recommended option 1 be pursued. Both Commissioner Bowman and Chairman Oliver agreed with option 2. Ms. Small was instructed to prepare the Quit Claim Deed and Tax Affidavit and proceed with the sale of the property in the amount of \$2,000.00.

Contract Extension with Kask Consulting, Inc.

Mike Shuttleworth presented a contract extension with Kask Consulting, Inc. to extend the contract period for 120 days so Mr. Kask could complete the contract deliverables related to the Benton County Zoning, Subdivision, Short Plat Subdivision and Binding Site Plan Ordinances. He indicated there would not be an additional fee to complete the services.

MOTION: Commissioner Benitz moved to approve the contract extension between Benton County and Kask Consulting, Inc. Commissioner Bowman seconded and upon vote, the motion carried.

Courtrooms TI Change Order #1

Roy Rogers presented Change Order Number One for the Construction of Courtrooms TI in the amount of \$47,998.52 for construction of future office space and a copy room.

MOTION: Commissioner Benitz moved to approve the resolution authorizing Change Order Number One for the Construction of Courtrooms TI in the amount of \$47,998.52 Chairman Oliver seconded and upon vote, the motion carried with Commissioner Bowman opposing.

Year End Operating Transfers – Continued Discussion

Linda Ivey presented a spreadsheet outlining the year-end operating transfers per the budget policy and per the Board request. Commissioner Benitz said he concurred with the transfers as outlined per the Board's request. Commissioner Bowman said he also agreed, but wanted to also cap the Fairgrounds fund at \$500,000.

Chairman Oliver asked Mr. Fyall if the Park Board was aware of the Board's intention to not transfer money into the Park Development fund. Mr. Fyall indicated he spoke to the Chairman, but not to the Board and the Chairman was apprehensive about the future of the fund.

Chairman Oliver said he could support the approach of the year-end transfers, including the Fairgrounds, except was opposed to not funding Park Development.

MOTION: Commissioner Benitz moved to approve the supplemental appropriations for year-end operating transfers go to public hearing. Commissioner Bowman seconded and upon vote, the motion carried.

The Board briefly recessed, reconvening at 10:46 a.m.

Other Business

TIB Report

Commissioner Bowman provided the annual report and said the TIB approved the next round of projects at \$60 million. Additionally, he indicated it was his last term on the TIB Board. The Board indicated it was in favor of Commissioner Bowman pursuing a seat on the Board through Transit.

Executive Session – Potential Litigation and County Claim CC 08-14

The Board went into executive session at 10:50 a.m. with DPA Sarah Perry (via/videoconference) and DPA Ryan Brown for approximately 15 minutes to discuss County Claim 08-14 and potential litigation. Also present were Loretta Smith Kelty, David Sparks, and Cami McKenzie. The Board came out of executive session at 11:08 a.m. and announced it needed 10 more minutes. The Board again came out at 11:16 a.m. and indicated it needed three additional minutes. The Board came out of executive session at 11:19 a.m. Mr. Brown announced that no decisions were made during executive session, but direction was given.

MOTION: Commissioner Benitz moved to deny County Claim CC 08-14. Commissioner Bowman seconded and upon vote, the motion carried.

Kennewick Assessor Office Relocation

David Sparks said he had been working on a cost estimate to remodel The Beat Café and relocate the Assessor's office from Canal Avenue. However, the proposal was not yet complete.

The Board indicated it needed additional time before it could make a decision on the issue.

Public Hearing – Performance Audit Report

Loretta Smith Kelty said the State Auditor conducted a performance audit of Benton County's open public records practices. She indicated that as part of that audit, the County was required to hold a public hearing to receive comments from the public regarding the performance audit report.

As there was no one present to testify, either at the Courthouse or Justice Center, public testimony was closed.

Ms. Smith Kelty said she would report back to the State Auditor with a letter from David Sparks stating the Board held its required public hearing and that no one was present to comment. Additionally, the County Administrator had implemented internal policies and procedures for responding to public records requests and there were no additional recommendations in response to the audit report.

Wineries and Ordinance 445 Workshop

Mike Shuttleworth presented suggested changes to Ordinance 445 and the definition section of the zoning code so that wineries could be placed on property in the GMA Agricultural Zoning District without the requirement of an on-site vineyard.

Commissioner Benitz said he was opposed to the changes that were presented because it made it difficult, if not impossible, to have a winery by implementing more restrictions in the permitting process. He said he wanted to go back to the original ordinance before the restrictions were put in place. He said the proposed ordinance went way beyond the minimum state requirements. Mike Shuttleworth said that State Law did not address wineries specifically, only non-ag accessory uses.

Commissioner Bowman said the County had to recognize state law and it did meet the state requirements. He indicated it was ready to go to process and the County could now modify the ordinance that was holding people up to develop their wineries.

Carl Adrien, TRIDEC, said the changes on basic winery definitions were now closer to where the Ag Committee was going. He indicated it was still a little more restrictive than planned. However, he suggested that several people on the Ag committee were willing to assist in reaching a compromise and recommended a meeting to work out the issues.

Commissioner Benitz said the Committee needed to ask if a winery was considered an agricultural use. Commissioner Bowman said under the suggested definition, wineries were considered an ag use. Commissioner Bowman also requested a representative from Red Mountain be invited to the meeting.

The Board agreed to the meeting so the parties could try and work through the issues.

Bob Gamache, landowner, said the basic winery was ag related. However, hotels and other uses should be allowed under special use permits in the agricultural district.

Other Business

NACO Report

Commissioner Bowman reported on his attendance at the congressional public hearing in Washington, D.C. regarding the return of gas tax money back to local communities and the needs of infrastructure in Benton, Franklin, and Walla Walla Counties.

Richland - Urban Growth Boundary Decision

Ryan Brown reported the Superior Court had ruled affirming the County's decision on the appeal regarding the Richland urban growth boundary decision. The appellant indicated he would not appeal again and the 2003 expansion was now final.

Vouchers

Check Date: 05/30/2008
Warrant #: 898887-899098
Total all funds: \$1,303,954.45

Check Date: 06/05/2008
Warrant #: 218476-218656
Direct Deposit # 37952-38497
Total all funds: \$1,893,170.37

Check Date: 06/05/2008
Taxes #: 10108061-10108062
Warrant # 899459-899501
Total all funds: \$1,728,444.74

Check Date: 06/06/2008
Warrant #: 899222-899458
Total all funds: \$958,967.32

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

Resolutions

- 08-570 State Grant Agreement Amendment
- 08-571 Notice of Completion – Bella's Office Solutions
- 08-572 Notice of Completion – Sounds Solutions, Inc.
- 08-573 Blanket Contract w/Straight-Flush Inc for Plumbing Services
- 08-574 Notice of Completion – Quality Backhoe Services, Inc.
- 08-575 Awarding Bid for C.E. 1909 SMP – Pavement Marking 2008
- 08-576 Contract Extension for Floor Cleaning at Prosser Maintenance & Operations Facility
- 08-577 Co Road Improvement Dist. #15, Cottonwood Drive, Property Segregation, Amend Res. #08-525
- 08-578 Authorization for Public Hearing for Franchise Application of C & M Orchards, Inc.
- 08-579 Approval of Standard Plan 2008-01 Fire Hydrant Detail
- 08-580 Amended Construction Agreement w/Fowler General Construction for Jail Offices
- 08-581 Amended Contract w/Frontier Fence Inc. for North Gate @ the Jail

- 08-582 Payment Approval for Emergency Repair of Water Softners @ the Jail
- 08-583 Line Item Transfer, Fund No. 0000-101, Dept. 124
- 08-584 Service Provider Contract Modification w/Columbia Industries
- 08-585 Service Provider Contract Modification w/Employment Security
- 08-586 Service Provider Contract Modification w/Career Path Services
- 08-587 Appointment of E Fielding to WDC
- 08-588 Reappointment of Deanna Baalman to WDC
- 08-589 Reappointment of Debbie Bone Harris to WDC
- 08-590 Reappointment of Stephen Harrel to WDC
- 08-591 Reappointment of Debra Hovley to WDC
- 08-592 Reappointment of Mike Mitchell to WDC
- 08-593 Reappointment of Rick Peenstra to WDC
- 08-594 Reappointment of Gerry Ringwood to WDC
- 08-595 Reappointment of Karen Wieda to WDC
- 08-596 Reappointment of Rick Miller to WDC
- 08-597 Reappointment of Claude Oliver to WDC
- 08-598 Amending the Contract with Kask Consulting
- 08-599 Approving Change Order Number One for the Construction of Benton County Courtrooms TI
- 08-600 Denial of CC Claim 08-14

There being no further business before the Board, the meeting adjourned at approximately 11:53 a.m.

Clerk of the Board

Chairman

RESOLUTION



BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON
IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN THE
CURRENT EXPENSE BUDGET DEPARTMENT 115 NON DEPARTMENTAL.

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

Dated this _____ day of _____, 2008

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Non-Departmental Dept Name: Non-Departmental
 Fund Name: Current Expense 0000101 Fund Name: Current Expense 0000101

TRANSFER FROM: Dept 115 Non-Departmental TRANSFER TO

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
519.900	4931	Fenced Contingency	\$40,000	519.900	2120	Excess Compensation Dept Retirement	\$40,000
TOTAL			\$40,000	TOTAL			\$40,000

Explanation:

Transfer funds from Fenced Contingency to Excess Compensation Dept Retirement due to higher than budgeted expenditures in this line item

Prepared by: Linda Ivey Date: 11-Jun-2008
 Approved Denied Date: _____

Chairman

Member

Member

b

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SELLING COUNTY FEE SIMPLE PROPERTY PARCEL NO. 1-2994-400-0004-000 TO FRANKIE CRUZ JR.

WHEREAS, per resolution 05-649 dated October 17, 2005 the Board of Benton County Commissioners declared parcel 1-2994-400-0004-000 surplus and authorized property management personnel to negotiate through sealed bids, private negotiation, and/or other methods consistent with the Benton County personal and real property management policies and procedure; and

WHEREAS, Benton County received a proposal from Mr. Frankie Cruz Jr. to purchase said parcel in the amount of \$2,000; and

WHEREAS, the Board of Benton County Commissioners has determined that it is in the best interest of the county to dispose of said property through private negotiations consistent with the Benton County Personal and Real Property Management Policies and Procedures, Resolution 07-752; and

WHEREAS, the parcel is offered for sale "where is" and "as is" without any representation of warranty, express or implied. It is the buyer's responsibility to determine to their satisfaction, before the sale, any liens, easements, conditions, leases, rental agreements, covenants or other encumbrances to which the property will be subject in the hands of the buyer; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby agrees to sell Benton County fee simple property parcel 1-2994-400-0004-000 to Frankie Cruz Jr. in the amount of \$2,000 and sign the attached Quit Claim Deed and Tax Affidavit.

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**

Orig.: Frankie Cruz Jr.
cc: Assessor, Auditor, Treasurer, Property File

AFTER RECORDING RETURN TO:
Benton County Commissioners
P.O. Box 190
Prosser WA 99350

Document Title: Quit Claim Deed
Reference Number of Related Document(s)
Grantor: Benton County
Grantees: Frankie Cruz Jr.

Legal Description (abbreviated): Sec 29, T 9 N, R 24

Additional Legal Description is below:

Assessor's Tax Parcel Number: 1-2994-400-0004-000

QUIT CLAIM DEED

The Grantor, COUNTY OF BENTON, a political subdivision in the State of Washington, for and in consideration of two thousand dollars (\$2,000.00) conveys and quit claims to Frankie Cruz Jr. all right, title, and interest in and to the following described real estate situated in the county of Benton, State of Washington:

Section 29 Township 9 North Range 24: Northwest Quarter of the Southeast Quarter, South of Canal.

Dated this ____ day of _____, 2008.

(Chairman) Frankie Cruz Jr.

(Member)

(Member)

STATE OF WASHINGTON)
) ss.
County of Benton)

I hereby certify that I know or have satisfactory evidence that the Benton County Commissioners signed this instrument and acknowledged it to be a free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this ____ day of _____, 2008.

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

STATE OF WASHINGTON)
) ss.
County of Benton)

On this _____ day of _____, 2008, before me, the undersigned, a Notary Public in and for the State of _____ duly commissioned and sworn, personally appeared Frankie Cruz Jr., the party that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said party.

Witness my hand and official seal hereto affixed the day and year first above written.

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

REAL ESTATE EXCISE TAX AFFIDAVIT

PLEASE TYPE OR PRINT

CHAPTER 82.45 RCW - CHAPTER 458-61 WAC

This form is your receipt when stamped by cashier.

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED
(See back page for instructions)

Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

SELLER GRANTOR	1 Name <u>Benton County</u>	BUYER GRANTEE	1 Name <u>Frankie Cruz Jr.</u>
	Mailing Address <u>PO Box 190</u>		Mailing Address _____
	City/State/Zip <u>Prosser WA 99350</u>		City/State/Zip _____
	Phone No. (including area code) <u>509-786-5600</u>		Phone No. (including area code) _____
3 Send all property tax correspondence to: <input checked="" type="checkbox"/> Same as Buyer/Grantee		List all real and personal property tax parcel account numbers - check box if personal property	
Name _____		<u>1-2994-400-0004-000</u> <input type="checkbox"/>	
Mailing Address _____		_____ <input type="checkbox"/>	
City/State/Zip _____		_____ <input type="checkbox"/>	
Phone No. (with area code) _____		_____ <input type="checkbox"/>	
List assessed value(s)		_____	

4 Street address of property: Undetermined

This property is located in unincorporated Benton County OR within city of _____

Check box if any of the listed parcels are being segregated from a larger parcel.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)

See Attached Quit Claim Deed

5 Enter Abstract Use Categories: <u>14</u> (Please see list on the back page of this form) If exempt from property tax per chapter 84.36 RCW (nonprofit organization), include: Seller's Exempt Reg. No.: <u>916001296</u>	7 List all personal property (tangible and intangible) included in selling price. _____ _____ _____												
6	If claiming an exemption, list WAC number and reason for exemption: WAC No. (Section/Subsection) <u>458-61A-205</u> Reason for exemption <u>Govt. Transfer</u>												
<table border="1"> <thead> <tr> <th></th> <th>YES</th> <th>NO</th> </tr> </thead> <tbody> <tr> <td>Is this property designated as forest land per chapter 84.33 RCW?</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34?</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>Is this property receiving special valuation as historical property per chapter 84.26 RCW?</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> </tr> </tbody> </table> <p>If any answers are yes, complete as instructed below.</p> <p>(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE) NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.</p> <p>This land <input type="checkbox"/> does <input checked="" type="checkbox"/> does not qualify for continuance.</p> <p>DEPUTY ASSESSOR _____ DATE _____</p> <p>(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY) NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) do not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.</p> <p>(3) OWNER(S) SIGNATURE _____</p>		YES	NO	Is this property designated as forest land per chapter 84.33 RCW?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this property receiving special valuation as historical property per chapter 84.26 RCW?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Type of Document <u>Quit Claim Deed</u></p> <p>Date of Document <u>6-16-08</u></p> <p>Gross Selling Price \$ <u>2,000.00</u></p> <p>*Personal Property (deduct) \$ _____</p> <p>Exemption Claimed (deduct) \$ _____</p> <p>Taxable Selling Price \$ _____</p> <p>Excise Tax: State \$ _____</p> <p>Local \$ _____</p> <p>*Delinquent Interest: State \$ _____</p> <p>Local \$ _____</p> <p>*Delinquent Penalty \$ _____</p> <p>Total Due \$ _____</p> <p>A MINIMUM FEE OF \$2.00 IS DUE AS A PROCESSING FEE AND TAX. *SEE INSTRUCTIONS</p>
	YES	NO											
Is this property designated as forest land per chapter 84.33 RCW?	<input type="checkbox"/>	<input checked="" type="checkbox"/>											
Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34?	<input type="checkbox"/>	<input checked="" type="checkbox"/>											
Is this property receiving special valuation as historical property per chapter 84.26 RCW?	<input type="checkbox"/>	<input checked="" type="checkbox"/>											

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature of Grantor or Grantor's Agent _____	Signature of Grantee or Grantee's Agent _____
Name (print) <u>Claude L. Oliver, Chairman</u>	Name (print) _____
Date & city of signing: <u>6/16/08 Prosser</u>	Date & city of signing: _____

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).



BENTON COUNTY

Property Account Summary

Account No.: 129944000004000 Alternate Property Number:
 Account Type: Real Property
 TCA: 1613
 Situs Address: UNDETERMINED
 WA
 Legal: SECTION 29 TOWNSHIP 9 NORTH RANGE 24: THE NORTHWEST QUARTER OF THE
 SOUTHEAST QUARTER, SOUTH OF CANAL.

Parties:

Role	Name & Address
Mortgage Company	BENTON COUNTY PO Box 190 Prosser WA 99350
Owner	BENTON COUNTY, address 1 0 0000
Taxpayer	BENTON COUNTY, PO BOX 190 PROSSER WA 99350-0190

Property Values:

Value Name	2008	2007	2006
Taxable Value Regular	\$0	\$0	\$0
Market Total	\$7,130	\$7,130	\$6,690
Assessed Value	\$7,130	\$7,130	\$6,690
Market Land	\$7,130	\$7,130	\$6,690
Market Improvement	\$0	\$0	\$0
New Construction		\$0	\$0
Added Improvement		\$0	\$0

Property Characteristics:

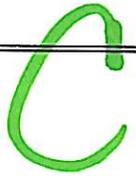
Tax Year	Characteristic	Value
2008	Use Code	18 Other Residential (rural -over 1 acre)
	Unit of Measure	Acre(s)
	Size	2.60
	WED Noxious Weed	2.60

Exemptions:

Tax Year	Description	Count	Amount	Assessment Basis
2008	Government Property	1	\$7,130	Assessed Value
2007	Government Property	1	\$7,130	Assessed Value
2006	Government Property	1	\$6,690	Assessed Value

(End of Report)

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>6/16/08</u> Subject: _____ Prepared by: <u>Linda Ivey</u> Reviewed by: <u>Loretta Smith</u> <u>Kelty</u>	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Board Direction	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Workshop



SUMMARY BACKGROUND INFORMATION

Fund 6904-101, DID 4A is no longer an active fund.

Resolution 07-093 approved the remaining fund balances be transferred to Current Expense in order to close out the fund. Since passing, additional revenue has been receipted to the fund.

The language in the Resolution has been revised to include that any future revenue, if any, be deposited in the Current Expense Fund

We ask the Board to rescind Resolution 07-093, and pass the revised Resolution.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: RESCINDING RESOLUTION 07 093 AND RESIDUAL EQUITY FUND TRANSFER OF BALANCES FROM THE FOLLOWING FUND TO THE CURRENT EXPENSE FUND

WHEREAS, Fund 6904-101, DID 4 SUB A is no longer an active fund, and per Resolution 07 093 the balance of funds were to be transferred to the Current Expense Fund.

WHEREAS, additional funds have been receipted to the Fund 6904-101, DID 4 SUB A after the transfer; **NOW THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners that Resolution 07 093 be rescinded; and,

BE IT FURTHER RESOLVED by the Board of Benton County Commissioners that the balance currently located within this fund is transferred into the Current Expense Fund 0000-101 in order to close out the inactive balances; and,

BE IT FURTHER RESOLVED by the Board of Benton County Commissioners that future revenue, if any, be deposited into the Current Expense Fund 0000-101.

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



d

815 N. Kellogg Street, Suite C
Kennewick, WA 99336
509-734-5980
Fax 509-734-5999
www.bentonfranklinwdc.com

June 5, 2008

EXECUTIVE COMMITTEE

Bob Bertsch
Board Chair
Ashley-Bertsch Group, Inc.

Rick Peenstra
Past Chair
Vice-President
Community First Bank

Mark Reavis
Vice-Chair
Sr. Field Agent IOUE Local #370

Brooke DuBois
Vice-Chair
M.S. Director Benton-Franklin
Community Health Alliance

Lisa Bunch
Vice-Chair
Human Resource Team Lead
Washington Group International

Stephen Harrell
Franklin County-at-Large
RYSC-AmeriCorps

Jim Egan
Benton County-at-Large
James E. Egan, P.S.

COUNTY OFFICIALS

Benton County
Commissioner Claude Oliver

Franklin County
Commissioner Rick Miller

EXECUTIVE DIRECTOR

Michelle M. Mann

Marilou Flores
Benton County Commissioners
PO Box 190
Prosser, WA 99350-0190

Dear Marilou,

This letter is to inform you that one Board members' appointment will expire at the end of June. The member desires reappointment to their current position on the Board. Please place them on the next available agenda.

Enclosed you will find resolutions for the following members:

- Bruce Hawkins

Please return one signed original resolution addressed to my attention.

If you have any questions please give me a call.

Sincerely,

Sylvia Duran
Projects Coordinator

Enc.

BENTON COUNTY

RESOLUTION NO. _____

**BEFORE THE BOARD OF COMMISSONERS OF BENTON COUNTY,
WASHINGTON;**

**IN THE MATTER OF REAPPOINTMENT OF BRUCE HAWKINS TO THE BENTON-
FRANKLIN WORKFORCE DEVELOPMENT COUNCIL**

WHEREAS, the term of office for Bruce Hawkins on the Benton-Franklin Workforce Development Council, Position B-4 which represents Education K-12, expires on June 30, 2008, and

WHEREAS, Bruce Hawkins, 3918 W. Court St., Pasco, Washington 99301, has expressed his interest and willingness to be reappointed as a member on the Workforce Development Council, Position B-4 Education K-12; **NOW, THEREFORE**,

BE IT RESOLVED that Bruce Hawkins is hereby reappointed, as of July 1, 2008, to fill the Position B-4, which represents Education K-12, said term expiring on June 30, 2011.

Dated _____

Chairman of the Board

Attest:

Member

Clerk to the Board

Member

Constituting the Board of Commissioners of
Benton County,
Washington



AGENDA ITEM =====	TYPE OF ACTION NEEDED =====	
Meeting Date: June 16, 2008 Subject: A-One Blanket 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

Per the State Auditors request, a contract should be in place for any work performed for Benton County. Benton County needs kitchen equipment repair services from time to time. In order to be in compliance with the State Auditors request, we are seeking blanket contracts for "as needed" kitchen equipment repair services. This will allow the Facilities Manager to move forward with services without seeking a contract for each job.

FISCAL IMPACT

Refer to Exhibit A of the contract for the rate sheet

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON

IN THE MATTER OF AWARDING A BLANKET PERSONAL SERVICE CONTRACT FOR
"AS NEEDED" KITCHEN EQUIPMENT REPAIR SERVICES THROUGHOUT BENTON
COUNTY FACILITIES

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 solicits A One Refrigeration & Heating Inc. for various kitchen equipment repair projects; and

WHEREAS, the Facilities Manager recommends a blanket service agreement with A One Refrigeration & Heating Inc, Kennewick, WA to be put in place for "as needed" kitchen equipment repair services and other miscellaneous services they are qualified to perform throughout Benton County facilities for small projects costing less than \$10,000; and

WHEREAS, this blanket contract would allow the Facilities Manager to move forward with services without requiring a contract for each service needed; and

WHEREAS, the prices for said services is in accordance to the agreement and A One Refrigeration & Heating Inc's price rate attached hereto for an accumulative contract amount not to exceed \$10,000 including WSST; **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 A One Refrigeration & Heating Inc. the blanket service agreement for "as needed" services throughout Benton County facilities.

BE IT FURTHER RESOLVED the Board hereby authorizes the Chairman to sign the public works contract attached hereto.

BE IT FURTHER RESOLVED the term of the attached contract expires on December 31, 2008 with an option to extend the contract term for four (4) additional one (1) year periods. Price rates are subject to change for each calendar year. Price adjustments and extensions of this contract will only be approved with an amendment to attached contract.

Dated this _____ day of _____, 2008

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

**PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and A One Refrigeration & Heating, Inc., a Washington corporation with its principal offices at 1611 W. Kennewick Avenue, Kennewick, WA 99336, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents

- a. Exhibit A - Contractor's Proposal
- 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 shall expire on December 31, 2008 with an option to extend the contract term for four (4) additional one (1) year periods. Price rates are subject to change for each calendar year. Price adjustments and extensions of this contract will only be effective with an executed amendment to this contract. 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 agrees to provide "as needed" kitchen equipment repair services for all Benton County locations in accordance with the CONTRACTORS 2008 price list proposal attached hereto as Exhibit A. In the event that requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with such other contractor. In the event that requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building

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

- b. The COUNTY does not guarantee utilization of this contract. The COUNTY may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the COUNTY.
- c. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.

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:

Al Hagen Owner/President
1611 W. Kennewick Ave.
Kennewick, WA 99336
Phone 509-586-7613
Fax 509-586-7981

- b. For COUNTY:

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

5. COMPENSATION

The CONTRACTOR shall be paid for kitchen equipment repair services in accordance with the price rates provided in Exhibit A attached hereto. The total amount payable by the COUNTY to the CONTRACTOR under this agreement is not to exceed ten thousand dollars and zero cents (\$10,000.00) including W.S.S.T. CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the total approved payable amount, and that total billings will not exceed the total approved payable amount. CONTRACTOR shall inform COUNTY promptly in writing when the cumulative accounts receivables attributable to COUNTY pursuant to the kitchen equipment repair services portion of this contract reaches 80% of the total approved payable amount so that approval and budgeting for additional payable amounts may be obtained if appropriate. Any dollar amount above the maximum payable amount will only be approved with an amendment to this contract. For any projects involving alteration, repair or replacement of any kitchen equipment that is built into, and therefore constitutes an integral part of any building belonging to COUNTY, prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages in a form approved and certified by the Washington State Department of Labor and Industries directly to COUNTY's contract representative. At the completion of all work contemplated by this agreement or at the end of the contract term, whichever comes first, the work contemplated herein, CONTRACTOR shall submit an affidavit of wages paid in compliance with prevailing wage requirements, pre-certified by the Department of Labor and Industries, directly to COUNTY's contract representative. Such affidavit shall be in a form approved by the Washington State Department of Labor and Industries. No final payment will be made until such affidavit is provided.

6. INVOICING

The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, the date of service and shall also reference the work order provided to COUNTY as required in article 3 "Services Provided" above. For any projects involving alteration, repair or replacement of any kitchen equipment that is built into, and therefore constitutes an integral part of any building belonging to COUNTY, at such time as the first invoice is submitted, or any time thereto, CONTRACTOR, as well as all sub-contractors and sub-sub-contractors which are employed by the CONTRACTOR for the work

contemplated by this agreement, shall submit a Statement of Intent to Pay Prevailing Wages in the form and manner required by RCW 39.12.040 to COUNTY'S representative. The CONTRACTOR shall not be paid for services rendered under this Contract, that are subject to prevailing wage requirements, until a Statement of Intent to Pay Prevailing Wages has been executed and submitted as required above by all required parties and the services have been performed to the COUNTY'S satisfaction. COUNTY shall only be liable to pay for invoiced amounts which are detailed and supported as described in this article. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY; and will remit payment, less any retainage or other legally withheld funds, for the accepted work within thirty (30) days after receiving the invoice. PROVIDED that for each invoiced and approved progress payment, COUNTY shall withhold from the earned portion of that payment (ie excluding sales or other tax) 5% as retainage pursuant to RCW 60.28.010, subject to all further provisions of the remainder of RCW chapter 60.28. Within ten (10) days following the execution of this agreement, CONTRACTOR shall submit written notice stating its election of the method of holding of the moneys retained, pursuant to RCW 60.28.010(2). If such written election is not received, then the COUNTY may choose any of the allowed manners of holding the moneys allowed by RCW 60.28.010(2) (a)-(c)."

7. AMENDMENTS AND CHANGES IN WORK

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

8. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability,

loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, 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 including but not limited to Title 51 of the Revised Code of Washington. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTORS obligations under this Section 8 shall survive termination and expiration of this Contract.
- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

9. INSURANCE

The CONTRACTOR shall obtain and maintain continuously, the following 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. CONTRACTOR shall further procure and maintain employer's liability that provides coverage up to one million dollars (\$1,000,000) covering employee injuries or disease. CONTRACTOR shall also maintain employer's liability insurance that shall cover disease and injury to employees to a maximum limit of \$1 million.
- b. Commercial General Liability Insurance: CONTRACTOR shall maintain commercial general liability coverage for bodily injury, sickness, 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 (per project) and be no less than two million dollars (\$2,000,000). The policy shall not contain exclusions or limitations applicable to any activities undertaken, or materials used by CONTRACTOR in fulfilling this agreement. CONTRACTOR shall cause COUNTY to be added as an additional insured and the policy shall state that it cannot be canceled except with 30 days written notice to COUNTY. This policy shall be primary to any of COUNTY'S other sources of insurance including self-insurance through a risk pool. CONTRACTOR shall provide certificate of such insurance, including the endorsements specified in this paragraph, to County's representative prior to start of work.
- 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. CONTRACTOR shall cause the carrier for its automobile liability policy to execute a waiver of subrogation in favor of COUNTY.
- 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 insured on all required insurance policies, except for any required automobile liability policy.
- 3) The CONTRACTORS'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured, and specifically shall not exclude coverage for any indemnification as set out in section 9 above.
- 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) All subcontractors shall comply with the same insurance requirements as are required of the CONTRACTOR as set forth in Section 10(a) through 10(e). Additionally, the insurance policies required of subcontractors shall list the COUNTY (and all of its elected officials, employees and agents) as well as the CONTRACTOR as additional insureds, and the subcontractors shall provide certificates listing these endorsements to the COUNTY and the CONTRACTOR prior to the commencement of any work by the subcontractor.
- 7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be 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. Any insurance coverage required of CONTRACTOR may not be written as a "claims made" policy.

- 9) 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 in advance of commencement of work 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.
- 10) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered accord form certificate of insurance of 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. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.
- 11) 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.
- 12) 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.
- 13) All written notices and notice of cancellation or change of required insurance coverage 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

- 14) 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.

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.

10. PERFORMANCE BOND

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to 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 in order for the CONTRACTOR to be considered for "as needed" projects.

11. TERMINATION

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

Contract upon giving thirty (30) days written notice by certified mail to the COUNTY. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Article 6, Invoicing. Nothing in this section shall limit the rights of the COUNTY pursuant to this agreement or by law.

12. COMPLIANCE WITH LAWS AND PREVAILING WAGES

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract, including, but not limited to, prevailing wage laws. Specifically, at a minimum, the prevailing wages set out in Exhibit B shall be paid to all employees, agents, sub-contractors or sub-sub-contractors who do any work for CONTRACTOR on this project. For any projects involving alteration, repair or replacement of any kitchen equipment that is built into, and therefore constitutes an integral part of any building belonging to COUNTY, 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.

13. 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.

14. DISPUTES

Disputes over the CONTRACTOR's performance will be promptly addressed in writing by the aggrieved party in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All

rulings, orders, instructions and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief. Venue for any such judicial proceeding shall be in Benton County, Washington.

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

16. ENTIRE AGREEMENT

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

17. 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 Article 4 above. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be effective three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

18. 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.

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 8(b) are mutually negotiated.

BENTON COUNTY

A One Refrigeration & Heating

Claude Oliver, Chairman
Benton County Commissioner

Al Hagen
Owner/President

Dated: _____

Dated: 6-3-08

Approved as to Form:

Deputy Prosecuting Attorney

A-ONE REFRIGERATION & HEATING INC.

1611 W. Kennewick Ave.

Kennewick, WA 99336

Phone 509-586-7613 Fax 509-586-7981

FAX COVER SHEET

FAX Number to be sent to: 509-786-5625
TO Benton County Facilities

Attention: Lisa Small

FROM: Service

Date: 3-18-08

SUBJECT: Hourly Rate

Normal Business hours:	\$89.00	7AM-3PM Mon-Fri
After hours:	\$116.00	3P.M.-7AM Mon-Fri
Saturdays:	\$116.00	
Sundays:	\$140.00	
Holidays:	\$140.00	

Maintenance Agreement in effect no changes
or price increase (none) this year 2008.

Number of pages sent including cover page 1

AGENDA ITEM =====	TYPE OF ACTION NEEDED =====	
Meeting Date: June 16, 2008 Subject: Culligan Blanket 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>X</u> Public Hearing 1st Discussion 2nd Discussion Other

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SUMMARY & BACKGROUND INFORMATION

Per the State Auditors request, a contract should be in place for any work performed for Benton County. Benton County has water treatment equipment (purchased through Culligan) that may need service from time to time. . In order to be in compliance with the State Auditors request, we are seeking a blanket contract for "as needed" water treatment equipment repair services. This will allow the Facilities Manager to move forward with services without seeking a contract for each job.

FISCAL IMPACT

\$200.00 per service call plus materials

MOTION

RESOLUTION

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

**IN THE MATTER OF A BLANKET PUBLIC WORKS CONTRACT FOR WATER
TREATMENT SERVICES WITH WATER CONDITION OF THE TRI CITIES INC. DBA
CULLIGAN FOR BENTON COUNTY FACILITIES**

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 solicits Culligan for various projects as this contractor is very familiar with the county's water treatment equipment; and

WHEREAS, the Facilities Manager recommends a blanket service agreement with Culligan, Kennewick, WA to be put in place for "as needed" water treatment services and other miscellaneous services they are qualified to perform throughout Benton County facilities for small projects costing less than \$8,000; and

WHEREAS, this blanket contract would allow the Facilities Manager to move forward with services without requiring a contract for each service needed; and

WHEREAS, the prices for said services is in accordance to the agreement and Culligan's price rate attached hereto for an accumulative contract amount not to exceed \$8,000;
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 Culligan the blanket service agreement for "as needed" services throughout Benton County facilities.

BE IT FURTHER RESOLVED the Board hereby authorizes the Chairman to sign the public works contract attached hereto.

BE IT FURTHER RESOLVED the term of the attached contract expires on December 31, 2008 with an option to extend the contract term for four (4) additional one (1) year periods. Price rates are subject to change for each calendar year. Price adjustments and extensions of this contract will only be approved with an amendment to attached contract.

Dated this _____ day of _____, 2008

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

**PUBLIC WORKS CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Water Condition of the Tri Cities Inc doing business as Culligan, with its principal offices at 1001 W. Columbia Dr., Kennewick, WA 99336, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents

- a. Exhibit A - Contractor's Proposal
- 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 shall expire on December 31, 2008 with an option to extend the contract term for four (4) additional one (1) year periods. Price rates are subject to change for each calendar year. Price adjustments and extensions of this contract will only be effective with an executed amendment to this contract. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR agrees to provide "as needed" water treatment equipment repair services for all Benton County locations in accordance with the CONTRACTORS 2008 price list proposal attached hereto as Exhibit A. In the event that requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with such other contractor. In the event that requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its

employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur. Individual jobs or work orders for water treatment equipment repair services shall be initiated by the COUNTY representative or her designee by way of a telephone call. Thereafter, upon completion of services, Contractor shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY representative or her designee prior to Contractor leaving the work site.

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

The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.

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:

Lynnette Perry
1001 W. Columbia Dr.
Kennewick, WA 99336
Phone 509-586-1174
Fax 509-586-7821

b. For COUNTY:

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

5. COMPENSATION

The CONTRACTOR shall be paid for water treatment equipment repair services in accordance with the price rates provided in Exhibit A attached hereto. The total amount payable by the COUNTY to the

CONTRACTOR under this agreement is not to exceed eight thousand dollars and zero cents (\$8,000.00) including W.S.S.T. CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the total approved payable amount, and that total billings will not exceed the total approved payable amount. CONTRACTOR shall inform COUNTY promptly in writing when the cumulative accounts receivables attributable to COUNTY pursuant to the water treatment equipment repair services portion of this contract reaches 80% of the total approved payable amount so that approval and budgeting for additional payable amounts may be obtained if appropriate. Any dollar amount above the maximum payable amount will only be approved with an amendment to this contract. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages in a form approved and certified by the Washington State Department of Labor and Industries directly to COUNTY's contract representative. At the completion of all work contemplated by this agreement or at the end of the contract term, whichever comes first, the work contemplated herein, CONTRACTOR shall submit an affidavit of wages paid in compliance with prevailing wage requirements, pre-certified by the Department of Labor and Industries, directly to COUNTY's contract representative. Such affidavit shall be in a form approved by the Washington State Department of Labor and Industries. No final payment will be made until such affidavit is provided.

6. INVOICING

The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, the date of service and shall also reference the work order provided to COUNTY as required in article 3 "Services Provided" above. At such time as the first invoice is submitted, or any time thereto, CONTRACTOR, as well as all sub-contractors and sub-sub-contractors which are employed by the CONTRACTOR for the work contemplated by this agreement, shall submit a Statement of Intent to Pay Prevailing Wages in the form and manner required by RCW 39.12.040 to COUNTY'S representative. The CONTRACTOR shall not be paid for services rendered under this Contract until a Statement of Intent to Pay Prevailing Wages has been executed and submitted as required above by all required parties and the services have been performed to the COUNTY'S satisfaction.

COUNTY shall only be liable to pay for invoiced amounts which are detailed and supported as described in this article. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY; and will remit payment, less any retainage or other legally withheld funds, for the accepted work within thirty (30) days after receiving the invoice. PROVIDED that for each invoiced and approved progress payment, COUNTY shall withhold from the earned portion of that payment (ie excluding sales or other tax) 5% as retainage pursuant to RCW 60.28.010, subject to all further provisions of the remainder of RCW chapter 60.28. Within ten (10) days following the execution of this agreement, CONTRACTOR shall submit written notice stating its election of the method of holding of the moneys retained, pursuant to RCW 60.28.010(2). If such written election is not received, then the COUNTY may choose any of the allowed manners of holding the moneys allowed by RCW 60.28.010(2) (a)-(c)."

7. AMENDMENTS AND CHANGES IN WORK

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

8. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, 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 including but not limited to Title 51 of the Revised Code of Washington. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTORS obligations under this Section 8 shall survive termination and expiration of this Contract.
- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

9. INSURANCE

The CONTRACTOR shall obtain and maintain continuously, the following 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. CONTRACTOR shall further procure and maintain employer's liability insurance that covers up to one million dollars (\$1,000,000) per occurrence for employee injuries or disease.

- b. Commercial General Liability Insurance: CONTRACTOR shall maintain commercial general liability coverage for bodily injury, sickness, 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 (per project) and be no less than two million dollars (\$2,000,000). The policy shall not contain exclusions or limitations applicable to any activities undertaken, or materials used by CONTRACTOR in fulfilling this agreement. CONTRACTOR shall cause COUNTY to be added as an additional insured and the policy shall state that it cannot be canceled except with 30 days written notice to COUNTY. This policy shall be primary to any of COUNTY'S other sources of insurance including self-insurance through a risk pool. CONTRACTOR shall provide certificate of such insurance, including the endorsements specified in this paragraph, to County's representative prior to start of work.
- 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. CONTRACTOR shall cause the carrier for its automobile liability policy to execute a waiver of subrogation in favor of COUNTY.
- 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 insured on all required insurance policies, except for any required automobile liability policy.
 - 3) The CONTRACTORS'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured, and specifically shall not exclude coverage

for any indemnification as set out in section 9 above.

- 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) All subcontractors shall comply with the same insurance requirements as are required of the CONTRACTOR as set forth in Section 10(a) through 10(e). Additionally, the insurance policies required of subcontractors shall list the COUNTY (and all of its elected officials, employees and agents) as well as the CONTRACTOR as additional insureds, and the subcontractors shall provide certificates listing these endorsements to the COUNTY and the CONTRACTOR prior to the commencement of any work by the subcontractor.
- 7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be 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. Any insurance coverage required of CONTRACTOR may not be written as a "claims made" policy.
- 9) 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 in advance of commencement of work 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.
- 10) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered accord form certificate of insurance of 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. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.

- 11) 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.
- 12) 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.
- 13) All written notices and notice of cancellation or change of required insurance coverage 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

- 14) 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.

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.

10. PERFORMANCE BOND

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to 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 in order for the CONTRACTOR to be considered for "as needed" projects.

11. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for actual costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Article 6, Invoicing. Nothing in this section shall limit the rights of the COUNTY pursuant to this agreement or by law.
- b. The CONTRACTOR may terminate this Contract in whole or in part whenever the CONTRACTOR determines, in its sole discretion, that such termination is in the best interests of the CONTRACTOR. The CONTRACTOR may terminate this Contract upon giving thirty (30) days written notice by certified mail to the COUNTY. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Article 6, Invoicing. Nothing in this section shall limit the rights of the COUNTY pursuant to this agreement or by law.

12. COMPLIANCE WITH LAWS AND PREVAILING WAGES

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

is duplicated from the Washington State Department of Labor & Industries website, is provided for informational purposes only and COUNTY takes no responsibility for any inaccuracies or ambiguities contained therein. If CONTRACTOR believes the schedule contains any such ambiguities or inaccuracies then CONTRACTOR is responsible for 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.

13. 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.

14. DISPUTES

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

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

16. ENTIRE AGREEMENT

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

17. 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 Article 4 above. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be effective three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

18. 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.

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 8(b) are mutually negotiated.

BENTON COUNTY

Water Condition of the Tri Cities
Inc doing business as Culligan

Claude Oliver, Chairman
Benton County Commissioner

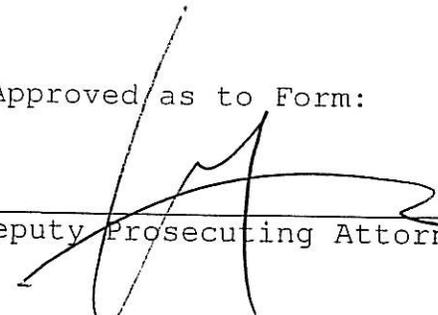
Gary L. Puckett

Name:
Title: *President*

Dated: _____

Dated: 6/2/08

Approved as to Form:



Deputy Prosecuting Attorney

Exhibit A



Water Conditioning Of The Tri-Cities, Inc.
 1001 W. Columbia Dr. Kennewick, WA 99336
 Phone: 509-586-1174 Fax: 509-586-7821 Toll Free: 800-334-7167
 water3@televar.com

QUOTATION AND ORDER FORM

Company Benton County Justice Center Culligan Dealer Water Conditioning of the Tri-Cities
 Street 7122 W Okaonogan Pl Street 1001 West Columbia Drive
 City, State Kennewick Wa 99336 City, State Kennewick, WA
 Inquiry Date 02-21-08 Quotation Number _____

Job Qoute on repairing water treatment equipment.

We are pleased to offer the following quotation to meet Customer's specifications and/or requirements:

System "A" per service call, not including \$ _____
parts 200.00 + tax
 _____ \$ _____
 _____ \$ _____

The following is offered as an alternative to System "A"

System "B" _____ \$ _____
 _____ \$ _____
 _____ \$ _____

Proposal Includes: Lease Rental Service Contract Equipment Sales

Equipment described above Specifications enclosed

Prices are firm for _____ days. Any increase in manufacturer's price will be added to this quotation before acceptance of order.

Prices F.O.B./F.A.S. _____ Shipping point _____

Shipping weight _____ Volume _____ Estimated frt. cost \$ _____

Est. export crating cost \$ _____ Payment Terms _____ Estimated delivery date _____

THIS QUOTATION SUBJECT TO THE ADDITIONAL CONDITIONS ON THE REVERSE SIDE.

APPROVED and ACCEPTED

 Company name

 Authorized Signature

 Title

 Purchase order no. _____ Date _____

Lynnette Perry
 Name of Culligan Representative
Lynnette Perry
 Signature of Culligan Representative
2-21-08
 Date

RESIDENTIAL, COMMERCIAL, INDUSTRIAL WATER TREATMENT PRODUCTS AND SERVICES
 CULLIGAN DEALERSHIPS ARE INDEPENDENTLY OWNED AND OPERATED

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>06/16/08</u> Subject: <u>Doyle Electric Inc.</u> Prepared by: <u>icm/dgg</u> Reviewed by: <u>Isk</u>	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Board Direction	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Workshop

9

BACKGROUND INFORMATION

The Benton County Fairgrounds may in the future need electrical repair services and has solicited Doyle Electric. for a blanket service contract. This contract is for as needed and emergency services and the contract amount will not exceed \$10,000.

RECOMMENDATION

The Deputy County Administrator and the Fairgrounds Maintenance Supervisor have reviewed the blanket service contract and recommend approving the contract with Doyle Electric.

RESOLUTION

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

**IN THE MATTER OF A BLANKET SERVICE CONTRACT FOR “AS NEEDED”
ELECTRICAL REPAIR SERVICES FOR THE BENTON COUNTY FAIRGROUNDS**

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

WHEREAS, Benton County Fairgrounds solicits Doyle Electric Inc. for various projects as this contractor is familiar with the Benton County Fairgrounds and is readily available and willing to provide services for the Fairgrounds when needed; and

WHEREAS, the Deputy County Administrator and the Fairgrounds Maintenance Supervisor recommend a blanket service contract with Doyle Electric Inc., Pasco, WA – Contractor’s License No. DOYLEEI277LC to be put in place for “as needed” electrical services for the Benton County Fairgrounds for small projects costing less than \$10,000; and

WHEREAS, this blanket contract would allow the Fairgrounds Maintenance Supervisor and fairgrounds personnel to move forward with services without requiring a contract for each service needed; and

WHEREAS, the prices for said services is in accordance to the contract and Doyle Electric Inc. price rates attached hereto for an accumulative contract amount not to exceed \$10,000 including WSST; **NOW THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Fairgrounds Maintenance Supervisor’s recommendation and hereby awards Doyle Electric Inc. the blanket service contract for “as needed” services at the Benton County Fairgrounds for an amount not to exceed \$10,000 including WSST; and

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

BE IT FURTHER RESOLVED the term of the attached contract expires on December 31, 2008 with an option to extend the contract term for two (2) additional twelve-month periods. Price rates are subject to change for each calendar year. Price adjustments and extensions of this contract will only be effective with an executed amendment to this contract.

Dated this _____ day of _____, 2008

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

**ELECTRICAL SERVICE 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 Doyle Electric Inc., a Washington Corporation, with its principal offices at 3416 N Swallow Ave., Pasco, WA 99301, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

- a. Exhibit A - Contractor's Proposal
- 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 shall expire on December 31, 2008 with an option to extend the contract for two (2) additional twelve-month periods. Price rates are subject to change for each calendar year. Price adjustments and extensions of this contract will only be effective with an executed amendment to this contract. 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 agrees to provide "as needed" electrical maintenance and repair services for Benton County Fairgrounds in accordance with the CONTRACTORS 2008 price list proposal attached hereto as Exhibit A. In the event that requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with such other contractor. In the event that requested work requires, under State or local law, the

issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur. Individual jobs or work orders for electrical maintenance and repair services shall be initiated by the COUNTY representative or her designee by way of a telephone call. Thereafter, upon completion of services, Contractor shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY representative or her designee prior to Contractor leaving the work site.

- b. The COUNTY does not guarantee utilization of this contract. The COUNTY may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the COUNTY.
- c. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.

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: Barry McEachen, Manager
Doyle Electric Inc.
3416 N Swallow Ave.
Pasco, WA 99301
(509) 542-8099 Phone
(509) 542-8143 Fax
- b. For COUNTY: Ms. Loretta Smith Kelty, Contract Manager
Benton County Commissioners
PO Box 190
Prosser, WA 99350
(509) 736-3080 Phone
(509) 786-5625 Fax

5. COMPENSATION

The CONTRACTOR shall be paid for electrical maintenance and repair services in accordance with the price rates provided in Exhibit A attached hereto. The total amount payable by the COUNTY to the CONTRACTOR under this agreement is not to exceed ten thousand dollars and zero cents (\$10,000.00) including W.S.S.T. CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the total approved payable amount, and that total billings will not exceed the total approved payable amount. CONTRACTOR shall inform COUNTY promptly in writing when the cumulative accounts receivables attributable to COUNTY pursuant to the electrical maintenance and repair services portion of this contract reaches 80% of the total approved payable amount so that approval and budgeting for additional payable amounts may be obtained if appropriate. Any dollar amount above the maximum payable amount will only be approved with an amendment to this contract. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages in a form approved and certified by the Washington State Department of Labor and Industries directly to COUNTY's contract representative. At the completion of all work contemplated by this agreement or at the end of the contract term, whichever comes first, the work contemplated herein, CONTRACTOR shall submit an affidavit of wages paid in compliance with prevailing wage requirements, pre-certified by the Department of Labor and Industries, directly to COUNTY's contract representative. Such affidavit shall be in a form approved by the Washington State Department of Labor and Industries. No final payment will be made until such affidavit is provided.

6. INVOICING

The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month per job or project. Such invoices shall detail the work done, the personnel involved, the date of service and shall also reference the work order provided to COUNTY as required in article 3 "Services Provided" above. At such time as the first invoice is submitted, or any time thereto, CONTRACTOR, as well as all sub-contractors and sub-sub-contractors which are employed by the CONTRACTOR for the work contemplated by this agreement, shall submit a Statement of Intent to Pay Prevailing Wages in the form and manner required by RCW 39.12.040 to COUNTY'S representative. The CONTRACTOR shall not be paid for services rendered under this Contract until a Statement of

Intent to Pay Prevailing Wages has been executed and submitted as required above by all required parties and the services have been performed to the COUNTY's satisfaction. COUNTY shall only be liable to pay for invoiced amounts which are detailed and supported as described in this article. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY; and will remit payment, less any retainage or other legally withheld funds, for the accepted work within thirty (30) days after receiving the invoice. PROVIDED that for each invoiced and approved progress payment, COUNTY shall withhold from the earned portion of that payment (ie excluding sales or other tax) 5% as retainage pursuant to RCW 60.28.010, subject to all further provisions of the remainder of RCW chapter 60.28. Within ten (10) days following the execution of this agreement, CONTRACTOR shall submit written notice stating its election of the method of holding of the moneys retained, pursuant to RCW 60.28.010(2). If such written election is not received, then the COUNTY may choose any of the allowed manners of holding the moneys allowed by RCW 60.28.010(2)(a)-(c)."

7. AMENDMENTS AND CHANGES IN WORK

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

8. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, 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 including but not limited to Title 51 of the Revised Code of Washington. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTORS obligations under this Section 8 shall survive termination and expiration of this Contract.

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

9. INSURANCE

The CONTRACTOR shall obtain and maintain continuously, the following 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 Insurance: CONTRACTOR shall maintain commercial general liability coverage for bodily injury, sickness, 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 (per project) and be no less than two million dollars (\$2,000,000). The policy shall not contain exclusions or limitations applicable to any activities undertaken, or materials used by CONTRACTOR in fulfilling this agreement. CONTRACTOR shall cause COUNTY to be added as an additional insured and the policy shall state that it cannot be canceled except with 30 days written notice to COUNTY. This policy shall be primary to any of COUNTY'S other sources of insurance including self-insurance through a risk pool. CONTRACTOR shall provide certificate of such insurance, including the endorsements specified in this paragraph, to County's representative prior to start of work.
- 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. CONTRACTOR shall cause the carrier for its automobile liability policy to execute a waiver of subrogation in favor of COUNTY.
- 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 insured on all required insurance policies, except for any required automobile liability policy.

- 3) The CONTRACTORS'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured, and specifically shall not exclude coverage for any indemnification as set out in section 9 above.
- 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) All subcontractors shall comply with the same insurance requirements as are required of the CONTRACTOR as set forth in Section 10(a) through 10(e). Additionally, the insurance policies required of subcontractors shall list the COUNTY (and all of its elected officials, employees and agents) as well as the CONTRACTOR as additional insureds, and the subcontractors shall provide certificates listing these endorsements to the COUNTY and the CONTRACTOR prior to the commencement of any work by the subcontractor.
- 7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be 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. Any insurance coverage required of CONTRACTOR may not be written as a "claims made" policy.
- 9) 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 in advance of commencement of work 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.

- 10) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered accord form certificate of insurance of 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. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.
- 11) 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.
- 12) 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.
- 13) All written notices and notice of cancellation or change of required insurance coverage 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
- 14) 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.

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.

10. PERFORMANCE BOND

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to 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 in order for the CONTRACTOR to be considered for "as needed" projects.

11. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for actual costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Article 6, Invoicing. Nothing in this section shall limit the rights of the COUNTY pursuant to this agreement or by law.
- b. The CONTRACTOR may terminate this Contract in whole or in part whenever the CONTRACTOR determines, in its sole discretion, that such termination is in the best interests of the CONTRACTOR. The CONTRACTOR may terminate this Contract upon giving thirty (30) days written notice by certified mail to the COUNTY. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Article 6, Invoicing. Nothing in this section shall limit the rights of the COUNTY pursuant to this agreement or by law.

12. COMPLIANCE WITH LAWS AND PREVAILING WAGES

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

13. 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.

14. DISPUTES

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

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

16. ENTIRE AGREEMENT

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

17. 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 Article 4 above. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be effective three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

18. 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.

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 8(b) are mutually negotiated.

BENTON COUNTY

Doyle Electric Inc.

Claude Oliver, Chairman
Benton County Commissioner

Barry McEachen
Manager

Dated: _____

Dated: _____

Approved as to Form:

Deputy Prosecuting Attorney

EXHIBIT A
Doyle ELECTRIC Inc.

*"We care
about your safety"*

Serving our customers since 1972

and

Ron's Pump & Motor

A Division of Doyle Electric, Inc.

Doyle Electric's proposal for electrical work at Benton County Fairgrounds
hourly rate is \$65 per hour. No additional charge for after hours and emergency calls.
Enclosed is a copy of our Business License and a copy of Certificate of Insurance.

thank you,

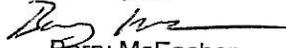

Barry McEachen
Manager

EXHIBIT B

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

Classification	PREVAILING WAGE	(See Benefit Code Key)		
		Over Time Code	Holiday Code	Note Code
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

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>
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

Effective 03-03-07

(See Benefit Code Key)

Over

<u>Classification</u>	<u>PREVAILING WAGE</u>	<u>Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
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

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>
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, SAGINAW 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

<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>
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	\$32.16	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

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

Effective 03-03-07

<u>Classification</u>	<u>PREVAILING WAGE</u>	(See Benefit Code Key)		
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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				
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		

EXHIBIT B

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>PILEDRIIVER/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	

**PREVAILING WAGE RATES
FOR
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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</u>				
<u>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</u>				
<u>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</u>				
<u>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</u>				
<u>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</u>				
<u>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%				
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

**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>				
<u>ALL EQUIPMENT</u>				
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		

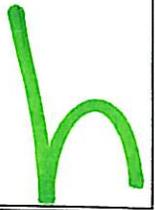
**PREVAILING WAGE RATES
FOR
BENTON COUNTY
APPRENTICES
EFFECTIVE DATE
3/3/2007**

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

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>06/16/08</u> Subject: <u>Power City Electric, Inc.</u>	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Board Direction	Consent Agenda X Public Hearing
Prepared by: <u>jcm/dgg</u> Reviewed by: <u>lsk</u>		1st Discussion 2nd Discussion Workshop



BACKGROUND INFORMATION

The Benton County Fairgrounds may in the future need electrical repair services and has solicited Power City Electric, Inc. for a blanket service contract. This contract is for as needed and emergency services and the contract amount will not exceed \$10,000.

RECOMMENDATION

The Deputy County Administrator and the Fairgrounds Maintenance Supervisor have reviewed the blanket service contract and recommend approving the contract with Power City Electric, Inc.

RESOLUTION

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

**IN THE MATTER OF A BLANKET SERVICE CONTRACT FOR "AS NEEDED"
ELECTRICAL REPAIR SERVICES FOR THE BENTON COUNTY FAIRGROUNDS**

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

WHEREAS, Benton County Fairgrounds solicits Power City Electric, Inc. for various projects as this contractor is familiar with the Benton County Fairgrounds and is readily available and willing to provide services for the Fairgrounds when needed; and

WHEREAS, the Deputy County Administrator and the Fairgrounds Maintenance Supervisor recommend a blanket service contract with Power City Electric, Inc., Pasco, WA – Contractor's License No. POWERCE994BA to be put in place for "as needed" electrical services for the Benton County Fairgrounds for small projects costing less than \$10,000; and

WHEREAS, this blanket contract would allow the Fairgrounds Maintenance Supervisor and fairgrounds personnel to move forward with services without requiring a contract for each service needed; and

WHEREAS, the prices for said services is in accordance to the contract and Power City Electric, Inc. price rates attached hereto for an accumulative contract amount not to exceed \$10,000 including WSST; **NOW THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Fairgrounds Maintenance Supervisor's recommendation and hereby awards Power City Electric, Inc. the blanket service contract for "as needed" services at the Benton County Fairgrounds for an amount not to exceed \$10,000 including WSST; and

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

BE IT FURTHER RESOLVED the term of the attached contract expires on December 31, 2008 with an option to extend the contract term for two (2) additional twelve-month periods. Price rates are subject to change for each calendar year. Price adjustments and extensions of this contract will only be effective with an executed amendment to this contract.

Dated this _____ day of _____, 2008

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

**ELECTRICAL SERVICE 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 Power City Electric, Inc., a Washington Corporation, with its principal offices at 639 Fairchild St., Pasco, WA 99302, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

- a. Exhibit A - Contractor's Proposal
- 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 shall expire on December 31, 2008 with an option to extend the contract term for two (2) additional twelve month periods. Price rates are subject to change for each calendar year. Price adjustments and extensions of this contract will only be effective with an executed amendment to this contract. 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 agrees to provide "as needed" electrical maintenance and repair services for all Benton County locations in accordance with the CONTRACTORS 2008 price list proposal attached hereto as Exhibit A. In the event that requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with such other contractor. In the event that requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and

arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur. Individual jobs or work orders for electrical maintenance and repair services shall be initiated by the COUNTY representative or her designee by way of a telephone call. Thereafter, upon completion of services, Contractor shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY representative or her designee prior to Contractor leaving the work site.

- b. The COUNTY does not guarantee utilization of this contract. The COUNTY may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the COUNTY.
- c. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.

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: Ronald Mitchell, Service Manager
Power City Electric, Inc.
639 Fairchild St.
Pasco, WA 99302
509) 547-9525 Phone
509) 547-3711 Fax
- b. For COUNTY: Ms. Loretta Smith Kelty, Contract Manager
Benton County Commissioners
PO Box 190
Prosser, WA 99350
509) 736-3080 Phone
509) 786-5625 Fax

5. COMPENSATION

The CONTRACTOR shall be paid for electrical maintenance and repair services in accordance with the price rates provided in Exhibit A attached hereto. The total amount payable by the COUNTY to the CONTRACTOR under this agreement is not to exceed ten thousand dollars and zero cents (\$10,000.00) including W.S.S.T. CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the total approved payable amount, and that total billings will not exceed the total approved payable amount. CONTRACTOR shall inform COUNTY promptly in writing when the cumulative accounts receivables attributable to COUNTY pursuant to the electrical maintenance and repair services portion of this contract reaches 80% of the total approved payable amount so that approval and budgeting for additional payable amounts may be obtained if appropriate. Any dollar amount above the maximum payable amount will only be approved with an amendment to this contract. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages in a form approved and certified by the Washington State Department of Labor and Industries directly to COUNTY'S contract representative. At the completion of all work contemplated by this agreement or at the end of the contract term, whichever comes first, the work contemplated herein, CONTRACTOR shall submit an affidavit of wages paid in compliance with prevailing wage requirements, pre-certified by the Department of Labor and Industries, directly to COUNTY'S contract representative. Such affidavit shall be in a form approved by the Washington State Department of Labor and Industries. No final payment will be made until such affidavit is provided.

6. INVOICING

The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month per job or project. Such invoices shall detail the work done, the personnel involved, the date of service and shall also reference the work order provided to COUNTY as required in article 3 "Services Provided" above. At such time as the first invoice is submitted, or any time thereto, CONTRACTOR, as well as all sub-contractors and sub-sub-contractors which are employed by the CONTRACTOR for the work contemplated by this agreement, shall submit a Statement of Intent to Pay Prevailing Wages in the form and manner required by RCW 39.12.040 to COUNTY'S representative. The CONTRACTOR shall not be paid for services rendered under this Contract until a Statement of

Intent to Pay Prevailing Wages has been executed and submitted as required above by all required parties and the services have been performed to the COUNTY's satisfaction. COUNTY shall only be liable to pay for invoiced amounts which are detailed and supported as described in this article. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY; and will remit payment, less any retainage or other legally withheld funds, for the accepted work within thirty (30) days after receiving the invoice. PROVIDED that for each invoiced and approved progress payment, COUNTY shall withhold from the earned portion of that payment (ie excluding sales or other tax) 5% as retainage pursuant to RCW 60.28.010, subject to all further provisions of the remainder of RCW chapter 60.28. Within ten (10) days following the execution of this agreement, CONTRACTOR shall submit written notice stating its election of the method of holding of the moneys retained, pursuant to RCW 60.28.010(2). If such written election is not received, then the COUNTY may choose any of the allowed manners of holding the moneys allowed by RCW 60.28.010(2)(a)-(c)."

7. AMENDMENTS AND CHANGES IN WORK

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

8. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, 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 including but not limited to Title 51 of the Revised Code of Washington. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTORS obligations under this Section 8 shall survive termination and expiration of this Contract.
- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

9. INSURANCE

The CONTRACTOR shall obtain and maintain continuously, the following 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 Insurance: CONTRACTOR shall maintain commercial general liability coverage for bodily injury, sickness, 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 (per project) and be no less than two million dollars (\$2,000,000). The policy shall not contain exclusions or limitations applicable to any activities undertaken, or materials used by CONTRACTOR in fulfilling this agreement. CONTRACTOR shall cause COUNTY to be added as an additional insured and the policy shall state that it cannot be canceled except with 30 days written notice to COUNTY. This policy shall be primary to any of COUNTY'S other sources of insurance including self-insurance through a risk pool. CONTRACTOR shall provide certificate of such insurance, including the endorsements specified in this paragraph, to County's representative prior to start of work.
- 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. CONTRACTOR shall cause the carrier for its automobile liability policy to execute a waiver of subrogation in favor of COUNTY.
- 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 insured on all required insurance policies, except for any required automobile liability policy.

- 3) The CONTRACTORS'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured, and specifically shall not exclude coverage for any indemnification as set out in section 9 above.
- 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) All subcontractors shall comply with the same insurance requirements as are required of the CONTRACTOR as set forth in Section 10(a) through 10(e). Additionally, the insurance policies required of subcontractors shall list the COUNTY (and all of its elected officials, employees and agents) as well as the CONTRACTOR as additional insureds, and the subcontractors shall provide certificates listing these endorsements to the COUNTY and the CONTRACTOR prior to the commencement of any work by the subcontractor.
- 7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be 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. Any insurance coverage required of CONTRACTOR may not be written as a "claims made" policy.
- 9) 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 in advance of commencement of work 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.

- 10) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered accord form certificate of insurance of 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. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.
- 11) 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.
- 12) 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.
- 13) All written notices and notice of cancellation or change of required insurance coverage 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
- 14) 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.

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.

10. PERFORMANCE BOND

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to 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 in order for the CONTRACTOR to be considered for "as needed" projects.

11. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for actual costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Article 6, Invoicing. Nothing in this section shall limit the rights of the COUNTY pursuant to this agreement or by law.
- b. The CONTRACTOR may terminate this Contract in whole or in part whenever the CONTRACTOR determines, in its sole discretion, that such termination is in the best interests of the CONTRACTOR. The CONTRACTOR may terminate this Contract upon giving thirty (30) days written notice by certified mail to the COUNTY. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Article 6, Invoicing. Nothing in this section shall limit the rights of the COUNTY pursuant to this agreement or by law.

12. COMPLIANCE WITH LAWS AND PREVAILING WAGES

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

13. 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.

14. DISPUTES

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

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

16. ENTIRE AGREEMENT

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

17. 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 Article 4 above. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be effective three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

18. 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.

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 8(b) are mutually negotiated.

BENTON COUNTY

Power City Electric, Inc.

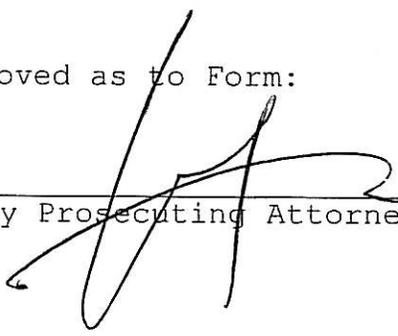
Claude Oliver, Chairman
Benton County Commissioner

Ronald Mitchell
Service Manager

Dated: _____

Dated: _____

Approved as to Form:



Deputy Prosecuting Attorney



March 25, 2008

Benton County Fairgrounds

Attention: Jeff McKenzie

Subject: Formal Proposal for the Electrical Work for the 2008

Dear Jeff,

We are making a formal proposal for providing our services for electrical work for the 2008 season. Our rates are as follows;

Straight time	\$ 75.00 per hour
Overtime	\$103.00 per hour
Double time	\$131.00 per hour

If you have any further questions or require additional information please contact our office.

Sincerely,

A handwritten signature in black ink that reads "Ronald E. Mitchell". The signature is written in a cursive style with a large, prominent initial "R".

Ronald E. Mitchell
Service Manager

Power City Electric
Tri-Cities Office

639 Fairchild St. • P.O. Box 2663 • Pasco, Washington 99302
(509) 547-9525 FAX (509) 547-3711 POWERCE994CK

EXHIBIT B

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

Classification	PREVAILING WAGE	(See Benefit Code Key)		
		Over Time Code	Holiday Code	Note Code
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

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>
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

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>
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

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>
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

<u>Classification</u>	<u>PREVAILING WAGE</u>	(See Benefit Code Key)		
		<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
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	\$32.16	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)

<u>Classification</u>	<u>PREVAILING WAGE</u>	<u>Over</u>		
		<u>Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
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

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)	\$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		

EXHIBIT B

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%	\$15.78	1M	5A	
2 0701-2100 HOURS 55.00%	\$23.89	1M	5A	
3 2101-2800 HOURS 60.00%	\$25.17	1M	5A	
4 2801-3500 HOURS 70.00%	\$27.72	1M	5A	
5 3501-4200 HOURS 80.00%	\$30.27	1M	5A	
6 4201-5000 HOURS 90.00%	\$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>PILEDRIVER/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>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	

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

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>06/16/08</u> Subject: <u>Sierra Electric, Inc.</u>	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Board Direction	Consent Agenda X Public Hearing
Prepared by: <u>icm/dgg</u> Reviewed by: <u>lsk</u>		1st Discussion 2nd Discussion Workshop

BACKGROUND INFORMATION

The Benton County Fairgrounds may in the future need electrical repair services and has solicited Sierra Electric, Inc. for a blanket service contract. This contract is for as needed and emergency services and the contract amount will not exceed \$10,000.

RECOMMENDATION

The Deputy County Administrator and the Fairgrounds Maintenance Supervisor have reviewed the blanket service contract and recommend approving the contract with Sierra Electric, Inc.

RESOLUTION

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

**IN THE MATTER OF A BLANKET SERVICE CONTRACT FOR "AS NEEDED"
ELECTRICAL REPAIR SERVICES FOR THE BENTON COUNTY FAIRGROUNDS**

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

WHEREAS, Benton County Fairgrounds solicits Sierra Electric, Inc. for various projects as this contractor is familiar with the Benton County Fairgrounds and is readily available and willing to provide services for the Fairgrounds when needed; and

WHEREAS, the Deputy County Administrator and the Fairgrounds Maintenance Supervisor recommend a blanket service contract with Sierra Electric, Inc., Pasco, WA – Contractor's License No. SIERREI021CZ to be put in place for "as needed" electrical services for the Benton County Fairgrounds for small projects costing less than \$10,000; and

WHEREAS, this blanket contract would allow the Fairgrounds Maintenance Supervisor and fairgrounds personnel to move forward with services without requiring a contract for each service needed; and

WHEREAS, the prices for said services is in accordance to the contract and Sierra Electric, Inc. price rates attached hereto for an accumulative contract amount not to exceed \$10,000 including WSST; **NOW THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Fairgrounds Maintenance Supervisor's recommendation and hereby awards Sierra Electric, Inc. the blanket service contract for "as needed" services at the Benton County Fairgrounds for an amount not to exceed \$10,000 including WSST; and

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

BE IT FURTHER RESOLVED the term of the attached contract expires on December 31, 2008 with an option to extend the contract term for two (2) additional twelve-month periods. Price rates are subject to change for each calendar year. Price adjustments and extensions of this contract will only be effective with an executed amendment to this contract.

Dated this _____ day of _____, 2008

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

**ELECTRICAL SERVICE 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 Sierra Electric Incorporated, a Washington Corporation, with its principal offices at 4120 Swallow Ave., Pasco, WA 99302, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

- a. Exhibit A - Contractor's Proposal
- 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 shall expire on December 31, 2008 with an option to extend the contract for two (2) additional twelve-month periods. Price rates are subject to change for each calendar year. Price adjustments and extensions of this contract will only be effective with an executed amendment to this contract. 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 agrees to provide "as needed" electrical maintenance and repair services for Benton County Fairgrounds in accordance with the CONTRACTORS 2008 price list proposal attached hereto as Exhibit A. In the event that requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with such other contractor. In the event that requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for

inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur. Individual jobs or work orders for electrical maintenance and repair services shall be initiated by the COUNTY representative or her designee by way of a telephone call. Thereafter, upon completion of services, Contractor shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY representative or her designee prior to Contractor leaving the work site.

- b. The COUNTY does not guarantee utilization of this contract. The COUNTY may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the COUNTY.
- c. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.

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: Mitch Murphy, President
Sierra Electric Incorporated
4120 Swallow Ave.
Pasco, WA 99302
509) 542-8682 Phone
509) 542-8684 Fax
- b. For COUNTY: Ms. Loretta Smith Kelty, Contract Manager
Benton County Commissioners
PO Box 190
Prosser, WA 99350
509) 736-3080 Phone
509) 786-5625 Fax

5. COMPENSATION

The CONTRACTOR shall be paid for electrical maintenance and repair services in accordance with the price rates provided in Exhibit A attached hereto. The total amount payable by the COUNTY to the CONTRACTOR under this agreement is not to exceed ten thousand dollars and zero cents (\$10,000.00) including W.S.S.T. CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the total approved payable amount, and that total billings will not exceed the total approved payable amount. CONTRACTOR shall inform COUNTY promptly in writing when the cumulative accounts receivables attributable to COUNTY pursuant to the electrical maintenance and repair services portion of this contract reaches 80% of the total approved payable amount so that approval and budgeting for additional payable amounts may be obtained if appropriate. Any dollar amount above the maximum payable amount will only be approved with an amendment to this contract. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages in a form approved and certified by the Washington State Department of Labor and Industries directly to COUNTY's contract representative. At the completion of all work contemplated by this agreement or at the end of the contract term, whichever comes first, the work contemplated herein, CONTRACTOR shall submit an affidavit of wages paid in compliance with prevailing wage requirements, pre-certified by the Department of Labor and Industries, directly to COUNTY's contract representative. Such affidavit shall be in a form approved by the Washington State Department of Labor and Industries. No final payment will be made until such affidavit is provided.

6. INVOICING

The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month per job or project. Such invoices shall detail the work done, the personnel involved, the date of service and shall also reference the work order provided to COUNTY as required in article 3 "Services Provided" above. At such time as the first invoice is submitted, or any time thereto, CONTRACTOR, as well as all sub-contractors and sub-sub-contractors which are employed by the CONTRACTOR for the work contemplated by this agreement, shall submit a Statement of Intent to Pay Prevailing Wages in the form and manner required by RCW 39.12.040 to COUNTY'S representative. The CONTRACTOR shall not be paid for services rendered under this Contract until a Statement of

paid for services rendered under this Contract until a Statement of Intent to Pay Prevailing Wages has been executed and submitted as required above by all required parties and the services have been performed to the COUNTY's satisfaction. COUNTY shall only be liable to pay for invoiced amounts which are detailed and supported as described in this article. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY; and will remit payment, less any retainage or other legally withheld funds, for the accepted work within thirty (30) days after receiving the invoice. PROVIDED that for each invoiced and approved progress payment, COUNTY shall withhold from the earned portion of that payment (ie excluding sales or other tax) 5% as retainage pursuant to RCW 60.28.010, subject to all further provisions of the remainder of RCW chapter 60.28. Within ten (10) days following the execution of this agreement, CONTRACTOR shall submit written notice stating its election of the method of holding of the moneys retained, pursuant to RCW 60.28.010(2). If such written election is not received, then the COUNTY may choose any of the allowed manners of holding the moneys allowed by RCW 60.28.010(2)(a)-(c)."

7. AMENDMENTS AND CHANGES IN WORK

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

8. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to

persons or damage to property or business, 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 including but not limited to Title 51 of the Revised Code of Washington. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTORS obligations under this Section 8 shall survive termination and expiration of this Contract.
- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

9. INSURANCE

The CONTRACTOR shall obtain and maintain continuously, the following 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 Insurance: CONTRACTOR shall maintain commercial general liability coverage for bodily injury, sickness, 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 (per project) and be no less than two million dollars (\$2,000,000). The policy shall not contain exclusions or limitations applicable to any activities undertaken, or materials used by CONTRACTOR in fulfilling this agreement. CONTRACTOR shall cause COUNTY to be added as an additional insured and the policy shall state that it cannot be canceled except with 30 days written notice to COUNTY. This policy shall be primary to any of COUNTY'S other sources of insurance including self-insurance through a risk pool. CONTRACTOR shall provide certificate of such insurance, including the endorsements specified in this paragraph, to County's representative prior to start of work.
- 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. CONTRACTOR shall cause the carrier for its automobile liability policy to execute a waiver of subrogation in favor of COUNTY.
- 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 insured on all required insurance policies, except for any required automobile liability policy.

- 3) The CONTRACTORS'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured, and specifically shall not exclude coverage for any indemnification as set out in section 9 above.
- 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) All subcontractors shall comply with the same insurance requirements as are required of the CONTRACTOR as set forth in Section 10(a) through 10(e). Additionally, the insurance policies required of subcontractors shall list the COUNTY (and all of its elected officials, employees and agents) as well as the CONTRACTOR as additional insureds, and the subcontractors shall provide certificates listing these endorsements to the COUNTY and the CONTRACTOR prior to the commencement of any work by the subcontractor.
- 7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be 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. Any insurance coverage required of CONTRACTOR may not be written as a "claims made" policy.
- 9) 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 in advance of commencement of work 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.

- 10) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered accord form certificate of insurance of 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. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.
- 11) 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.
- 12) 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.
- 13) All written notices and notice of cancellation or change of required insurance coverage 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
- 14) 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.

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.

10. PERFORMANCE BOND

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to 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 in order for the CONTRACTOR to be considered for "as needed" projects.

11. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for actual costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Article 6, Invoicing. Nothing in this section shall limit the rights of the COUNTY pursuant to this agreement or by law.
- b. The CONTRACTOR may terminate this Contract in whole or in part whenever the CONTRACTOR determines, in its sole discretion, that such termination is in the best interests of the CONTRACTOR. The CONTRACTOR may terminate this Contract upon giving thirty (30) days written notice by certified mail to the COUNTY. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Article 6, Invoicing. Nothing in this section shall limit the rights of the COUNTY pursuant to this agreement or by law.

12. COMPLIANCE WITH LAWS AND PREVAILING WAGES

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

13. 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.

14. DISPUTES

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

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

16. ENTIRE AGREEMENT

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

17. 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 Article 4 above. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be effective three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

18. 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.

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 8(b) are mutually negotiated.

BENTON COUNTY

Sierra Electric Incorporated

Claude Oliver, Chairman
Benton County Commissioner

Mitch Murphy
President

Dated: _____

Dated: _____

Approved as to Form:

Deputy Prosecuting Attorney



March 28, 2008

Benton County Fairgrounds
 Benton County
 1500 S. Oak Street, Bldg #20
 Kennewick, WA 99337

Attention: Jeff McKenzie
 Re: 2008 Electrical Service Contract Proposal

Dear Jeff:

As per your request, I am providing you with a quote as described in your letter dated 3-21-08. Attached is the required documentation and listed below is our rates for both regular business hours and after business hours. For any work requiring more then one electrician, I have listed a rate for an Apprentice Electrician as well. In addition, I am providing you with a quote for any material that might be required. If you have any questions or need additional information please contact our office at your convenience.

	RT	OT	DT
Journeyman Electrician	\$ 65.00	\$ 88.00	\$ 112.00
Apprentice Electrician	\$ 48.00	\$ 64.00	\$ 80.00
Material if Required	Invoice Cost plus 15%		

RT Regular Time - Monday thru Friday 7:00am to 3:30pm
 OT Overtime - 3:30pm to 5:30 pm Monday thru Friday and all day Saturday
 DT Double Time - after 5:30 Monday thru Friday, holidays and Sundays

Sincerely,

Mitch Murphy
 President

Cc: file

EXHIBIT B

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>	(See Benefit Code Key)		
		<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

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>
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

Effective 03-03-07

(See Benefit Code Key)

Classification	PREVAILING WAGE	Over		
		Time Code	Holiday Code	Note Code
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

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>
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

<u>Classification</u>	<u>PREVAILING WAGE</u>	(See Benefit Code Key)		
		<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
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	\$32.16	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

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

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>
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		

EXHIBIT B

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%	\$15.78	1M	5A	
2 0701-2100 HOURS 55.00%	\$23.89	1M	5A	
3 2101-2800 HOURS 60.00%	\$25.17	1M	5A	
4 2801-3500 HOURS 70.00%	\$27.72	1M	5A	
5 3501-4200 HOURS 80.00%	\$30.27	1M	5A	
6 4201-5000 HOURS 90.00%	\$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>PILEDRIVER/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>PILEDRIIVER/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	

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

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED Executive Contract xx Pass Resolution xx Pass Ordinance Pass Motion Other	CONSENT AGENDA
MEETING DATE: B/C 06-16-08 F/C 06-23-08		xx PUBLIC HEARING
SUBJECT: Contract Amendment with DSHS/JRA 0763-30314-01 for Evidenced Based Expansion Grant		1ST DISCUSSION
Prepared By: Kathryn M. Phillips		2ND DISCUSSION
Reviewed By: Sharon Paradis		OTHER

BACKGROUND INFORMATION

The Department of Social and Health Services, Juvenile Rehabilitation Administration (DSHS/JRA), in collaboration with the Washington Association of Juvenile Court Administrators (WAJCA) and the Washington State Institute of Public Policy (WSIPP) established a statewide system for Functional Family Therapy (FFT) and Aggression Replacement Training (ART). The Benton-Franklin Counties Juvenile Justice Center (BFJJC) has provided FFT and ART services since 1999. Because of the continued success of these programs, locally, BFJJC applied for and was awarded a grant to expand these programs. DSHS/JRA is requesting to amend the term of this agreement for the term of May 30, 2008 through June 30, 2009.

SUMMARY

The state is amending Section 1, Section 2 and Section 3 of the original County Program Agreement.

RECOMMENDATION

I recommend that the Boards of County Commissioners authorize their Chairs to sign the Contract Amendment # 0763-30314-01.

FISCAL IMPACT

This is a state contract by which we are reimbursed for services.

MOTION

I move that the Chair of the Board of Benton County Commissioners, and the Chair of the Board of Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Contract Amendment for services between the Juvenile Justice Center and the Department of Social and Health Services, Juvenile Rehabilitation Administration, for the term of May 30, 2008 through June 30, 2009.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE CONTRACT AMENDMENT # 0712-30314-01 BETWEEN THE JUVENILE JUSTICE CENTER AND STATE OF WASHINGTON DEPARTMENT OF SOCIAL AND HEALTH SERVICES, JUVENILE REHABILITATION ADMINISTRATION, THUS AMENDING BENTON COUNTY RESOLUTION 07 805 AND FRANKLIN COUNTY RESOLUTION 2007 611, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Contract Amendment # 0712-30314-01 be approved as presented for a term commencing May 30, 2008 and terminating on June 30, 2009, NOW, THEREFORE

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the Contract Amendment.

DATED this 16th day of June 2008
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 23rd day of June 2008
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board



CONTRACT AMENDMENT Evidence Based Expansion

DSHS CONTRACT NUMBER:
0712-30314

Amendment No. 0712-30314-01

This Contract Amendment is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below.

Program Contract Number

Contractor Contract Number

CONTRACTOR NAME Benton County		CONTRACTOR doing business as (DBA)	
CONTRACTOR ADDRESS 5606 W Canal Place, Suite 106 Kennewick, WA 99336		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 035-000-971	DSHS INDEX NUMBER 1122
CONTRACTOR CONTACT Sharon Paradis	CONTRACTOR TELEPHONE (509) 736-2722 Ext:	CONTRACTOR FAX (509) 222-2311	CONTRACTOR E-MAIL ADDRESS sharon.paradis@co.benton.wa.us
DSHS ADMINISTRATION Juvenile Rehabilitation		DSHS DIVISION Division of Treatment and Intergovernmental Prog	DSHS CONTRACT CODE 5052CS-63
DSHS CONTACT NAME AND TITLE Cory Redman Program Administrator		DSHS CONTACT ADDRESS 14th and Jefferson P.O. Box 45720 Olympia, WA 98504-	
DSHS CONTACT TELEPHONE (360) 902-8079 Ext:		DSHS CONTACT FAX (360) 902-8108	DSHS CONTACT E-MAIL ADDRESS redmaca@dshs.wa.gov
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No		CFDA NUMBERS	
AMENDMENT START DATE 5/30/2008	CONTRACT END DATE 6/30/2009		
PRIOR MAXIMUM CONTRACT AMOUNT \$178,677.67	AMOUNT OF INCREASE OR DECREASE \$178,677.67 <i>See Page 2</i>	TOTAL MAXIMUM CONTRACT AMOUNT \$0.00 <i>See Page 2</i>	
REASON FOR AMENDMENT; CHANGE OR CORRECT CONTRACT TERMS OR SOW, SEE PAGE TWO			
ATTACHMENTS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract Amendment by reference: <input checked="" type="checkbox"/> Additional Exhibits (specify): Exhibit D: Quarterly Target Update Form			
This Contract Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Contract. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Contract remain in full force and effect. The parties signing below warrant that they have read and understand this Contract Amendment, and have authority to enter into this Contract Amendment.			
CONTRACTOR SIGNATURE <i>See Page 4</i>	PRINTED NAME AND TITLE		DATE SIGNED
DSHS SIGNATURE	PRINTED NAME AND TITLE Del Hontanosas Grants & Contracts Manager		DATE SIGNED

This Contract between the State of Washington Department of Social and Health Services (DSHS) and the Contractor is hereby amended as follows:

- 1) To allow for revenue sharing, in Exhibit A, Statement of Work, under Section 2. Consideration, delete items (a), (b), and (c) and replace with the following:

"The maximum consideration for the Evidenced Based Expansion program for FY 2008 and 2009 is identified in the "Juvenile Court Evidence Based Expansion Funding Awards FY08-09" list, incorporated herein by reference.

The State of Washington Department of Social and Health Services (DSHS) agrees that if it intends to make any changes to the "Juvenile Court Evidence Based Expansion Funding Awards FY 08-09" prior to expiration of this Agreement, DSHS will notify Contractor in writing prior to the effective date of those changes.

Funding within this contract is divided into two fiscal years. Under expenditure in the first year may not be carried forward to the subsequent fiscal year. A revenue sharing process may be made available during the latter part of each fiscal year for all counties participating in the Evidence Based Expansion contract, provided funding is available.

The full list of priorities is detailed in the "County's Washington State Juvenile Court Evidence Based Expansion Application". Counties shall submit the JRA provided "Revenue Sharing Requests>Returns Form" to the Program Administrator identified on page 1 no later than May 15th of each fiscal year. Late submittals shall not be considered, unless otherwise mutually agreed upon. Revenue sharing increases and decreases will be awarded by distribution of a revised "Juvenile Court Evidence Based Expansion Funding Awards FY08-09" list. The total maximum consideration for this contract may increase or decrease, depending on the results of revenue sharing distributions and changes in appropriations as directed by the legislature."

- 2) In Exhibit A, Statement of Work, under Section 2. Consideration, delete items (d) and replace with the following:

"JRA will review utilization by January 1st of each fiscal year. If the County has significantly exceeded their proposed cost per participant as detailed in their "County's Washington State Juvenile Court Evidence Based Expansion Application", the State-wide Quality Assurance Coordinators and CJAA Advisory Committee shall intervene and a work plan be developed with the County to maintain compliance with their proposed cost per participant.

The cost per participant is determined in section 5(A) of the "County's Washington State Juvenile Court Evidence Based Expansion Application", incorporated herein by reference."

- 3) In Exhibit A, Statement of Work, under Section 3 (a), Payment and Billing, add the following:

"(3) Monthly Juvenile Court Evidence Based Expansion FY 08-09 Roster Report. Use the JRA provided "Monthly Juvenile Court Evidence Based Expansion FY 08-09 Roster Report Form". Submit a separate Roster Report for each intervention program (FFT, MST, ART, COS, FIT, and/or VOM).

(4) Quarterly Target Update Form. Use Exhibit D – Quarterly Target Update Form. Submit a separate Target Update Form for each intervention program (FFT, MST, ART, COS, FIT, and/or VOM) to JRA within 15 days following each fiscal quarter being reported on. This form does not need to be submitted with the monthly invoices (A-19)."

All other terms and conditions of this Contract remain in full force and effect.

Exhibit D

Juvenile Court Evidence Based Expansion **QUARTERLY TARGET UPDATE FORM**

Submit completed Form(s) to JRA within 15 days following each fiscal quarter being reported on.
Note: Complete a separate QUARTERLY TARGET UPDATE FORM for each type of intervention (ART, COS, FFT, FIT, MST, and/or VOM).

COUNTY	QUARTER	YEAR	INTERVENTION PROGRAM (ART, FFT, ETC.)
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PROPOSED QUARTERLY TARGETS

FIRST QUARTER: JUL – SEP	SECOND QUARTER: OCT – DEC	THIRD QUARTER: JAN – MAR	FOURTH QUARTER: APR – JUN
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ACTUAL QUATERLY TARGETS

1. _____	is the number of youth who <i>participated</i> in the project for the quarter being reported.
2. _____	is the number of youth who <i>completed</i> the project for the quarter being reported.

BARRIERS/ISSUES TO MEETING QUARTERLY PARTICIPATION

--

IDENTIFIED OPPORTUNITIES TO EXPAND PARTICIPATION

--

Contractor Signature

Printed Name And Title

Date Signed

Sharon A. Paradis

Sharon A. Paradis, Juvenile Court Administrator

6/2/08

Claude L. Oliver, Benton County Commissioner

Robert E. Koch, Franklin County Commissioner

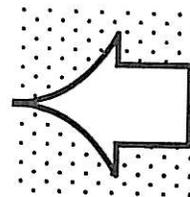
Con

Sarah Perry, Benton County Civil Deputy Prosecutor

6/9/8

Agreed Review Performed by Benton County

Ryan Verhulp, Franklin County Civil Deputy Prosecutor



AGENDA ITEM: Consent Agenda	TYPE OF ACTION NEEDED	CONSENT AGENDA <u> x </u>
MEETING DATE: B/C 06-16-08 F/C 06-23-08	Executive Contract <u> x </u>	PUBLIC HEARING
SUBJECT: DSHS/JRA Contract Amendment # 0763-23506-01 for Short Term Transition Program (STTP)	Pass Resolution <u> x </u>	1 st DISCUSSION
Prepared By: Kathryn M. Phillips	Pass Ordinance	2 nd DISCUSSION
Reviewed By: Sharon Paradis	Pass Motion	OTHER
	Other	

BACKGROUND INFORMATION

The Department of Social and Health Services, Juvenile Rehabilitation Administration (DSHS/JRA), has been approved by the Benton County and Franklin County Board of Commissioners to house JRA youth in our Detention facility under the requirement of the Short Term Transition Program (STTP). The STTP transitions youth as they are released from a state institution to a group home up to a maximum of 30 days per youth. This is based on bed space availability.

The attached Contract Amendment # 0763-23506-01 continues that relationship for the biennium beginning July 1, 2008 and terminating on June 30, 2009.

SUMMARY

For the fiscal year 2008, the State will pay the guaranteed rate of \$120.82 per youth per day for three (3) beds, plus an additional \$120.82 per youth per day for up to two (2) more youth for a maximum of five (5) youth per day.

RECOMMENDATION

I recommend that the Boards of County Commissioners authorize their Chairs to sign the Short Term Transition Program Contract and Resolution as outlined above.

FISCAL IMPACT

This program generates enough revenue to cover all cost associated to run the program and to house the youth.

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the Short Term Transition Contract Amendment # 0763-23506-01 and Resolution between the Juvenile Justice Center and the Department of Social and Health Services, Juvenile Rehabilitation Administration (DSHS/JRA), for the period commencing July 1, 2008, and terminating June 30, 2009.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE CONTRACT AMENDMENT # 0763-23506-01 BETWEEN THE JUVENILE JUSTICE CENTER AND STATE OF WASHINGTON DEPARTMENT OF SOCIAL AND HEALTH SERVICES, JUVENILE REHABILITATION ADMINISTRATION, THUS AMENDING BENTON COUNTY RESOLUTION 07 509 AND FRANKLIN COUNTY RESOLUTION 2007 369, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Contract Amendment # 0763-23506-01 be approved as presented for a term commencing July 1, 2008 and terminating on June 30, 2009, NOW, THEREFORE

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the Contract Amendment.

DATED this 16th day of June 2008
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 23rd day of June 2008
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board



CONTRACT AMENDMENT Short-term Transition Program

DSHS CONTRACT NUMBER:
0763-23506

Amendment No. 0763-23506-01

This Contract Amendment is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below.

Program Contract Number
R2STTP
Contractor Contract Number

CONTRACTOR NAME Benton County		CONTRACTOR doing business as (DBA) Benton-Franklin County Juvenile Court	
CONTRACTOR ADDRESS 5605 W Canal Place, Suite 106 Kennewick, WA 99336		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 035-000-971	DSHS INDEX NUMBER 1122
CONTRACTOR CONTACT Sharon Paradis	CONTRACTOR TELEPHONE (509) 736-2722 Ext:	CONTRACTOR FAX (509) 222-2311	CONTRACTOR E-MAIL ADDRESS sharon.paradis@co.benton.wa.us

DSHS ADMINISTRATION Juvenile Rehabilitation	DSHS DIVISION Division of Community Programs	DSHS CONTRACT CODE 5000CC-63
DSHS CONTACT NAME AND TITLE Victoria Clausung Financial Analyst 2	DSHS CONTACT ADDRESS 215-A N 3rd Ave Yakima, WA 98902-2682	

DSHS CONTACT TELEPHONE (509) 575-2625 Ext:	DSHS CONTACT FAX (509) 575-2619	DSHS CONTACT E-MAIL ADDRESS clausva@dshs.wa.gov
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IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No	CFDA NUMBERS
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AMENDMENT START DATE 7/1/2008	CONTRACT END DATE 6/30/2009	
PRIOR MAXIMUM CONTRACT AMOUNT \$176,400.00	AMOUNT OF INCREASE OR DECREASE \$176,400.00	TOTAL MAXIMUM CONTRACT AMOUNT \$352,800.00

REASON FOR AMENDMENT:
CHANGE OR CORRECT PERIOD OF PERFORMANCE AND MAX CONTRACT AMOUNT

ATTACHMENTS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract Amendment by reference:
 Additional Exhibits (specify):

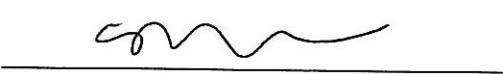
This Contract Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Contract. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Contract remain in full force and effect. The parties signing below warrant that they have read and understand this Contract Amendment, and have authority to enter into this Contract Amendment.

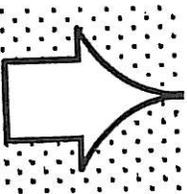
CONTRACTOR SIGNATURE <i>See Page 2</i>	PRINTED NAME AND TITLE	DATE SIGNED
DSHS SIGNATURE	PRINTED NAME AND TITLE Del Hontanosas Grants & Contracts Manager	DATE SIGNED

This Contract between the State of Washington Department of Social and Health Services (DSHS) and the Contractor is hereby amended as follows:

The end date of Contract number 0763-23506 through this amendment 0763-23506-01 is extended to end June 30, 2009, with change to the maximum contract amount.

All other terms and conditions of this Contract remain in full force and effect.

<u>Contractor Signature</u>	<u>Printed Name And Title</u>	<u>Date Signed</u>
	Sharon A. Paradis, Juvenile Court Administrator	6/3/08
	Claude L. Oliver, Benton County Commissioner	
	Robert E. Koci, Franklin County Commissioner	
	Sarah Perry, Benton County Civil Deputy Prosecutor	6/9/08
Agreed Review Performed by Benton County	Ryan Verhulp, Franklin County Civil Deputy Prosecutor	



RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPOINTING A DIRECTOR OF THE BENTON COUNTY NOXIOUS WEED CONTROL BOARD.

WHEREAS, a public hearing was held on June 10, 2008 by the Benton County Noxious Weed Control Board, at which time any person or persons could submit nominations and appear and be heard regarding the nominations for a Director of the Benton County Noxious Weed Control Board; and

WHEREAS, a vacancy exists in Area 4 of the Benton County Noxious Weed Control Board; and

WHEREAS, nominations were accepted at a public hearing in accordance with RCW 17.10.050; and

WHEREAS, the nominee expressed an interest in serving as the representative for Area 4 from which the nomination originated; **NOW THEREFORE**,

BE IT RESOLVED that, pursuant to RCW 17.10.050, the Board of Benton County Commissioners herein appoints the following to serve a four year term as a Director of the Benton County Noxious Weed Control Board Area 4, Kirk Anderson, P.O. Box 508, Prosser, WA 99350. Said term shall commence on June 17, 2008 and expire on March 16, 2012.

Dated this Day of, 20....

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest:

cc: Noxious Weed, Kirk Anderson, file (appointments)

BENTON COUNTY NOXIOUS WEED CONTROL BOARD

**PO BOX 311
PROSSER, WA 99350
(509) 786-6988**

**NOMINATION
FOR
BOARD OF DIRECTORS
POSITION # 4**

The below signatures represent registered voters that live within the boundaries of the area represented by the Director for position # 4.

Nomination For KIRK M. ANDERSON
Date Name Signature Address

6-9-08 FRED E. LAMB 

6-9-08 Janae L Lamb Janae L Lamb

6-9-08 Joe Williams Joseph O. Williams

6-9-08 Mary L Williams Mary L. Williams

6-9-08 St. L. B. Steve Beards

6/9/08 Suzanne Forsyth Suzanne M. Forsyth

6/9/08 DAVID FORSYTH D. Forsyth

6/9/08 Larry Marchant Larry Marchant

6-9-08 Marion Marchant Marion Marchant

6-9-08 Ron Drago Ron Drago

6/9/08 Glenna Drago Glenna Drago

6-10-08 DONALD W. LEWIS, Donald W. Lewis



RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A PROFESSIONAL SERVICES AGREEMENT WITH BRIAN ANDERSON, ATTORNEY AT LAW, DBA OCHOA ANDERSON PLLC, TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON COUNTY DISTRICT COURT

WHEREAS, the Board of County Commissioners and Brian Anderson, Attorney at Law, DBA Ochoa Anderson PLLC, both desire to enter into an agreement effective on July 01, 2008 to provide representation to indigent persons in Benton County District Court;

NOW, THEREFORE,

BE IT RESOLVED that the Board of Benton County Commissioners hereby approves the attached Professional Services Agreement to provide Legal Representation of Indigent persons Charged in Benton County District Court with Brian Anderson, Attorney at Law, DBA Ochoa Anderson PLLC, for the period July 01, 2008 through December 31, 2008.

Dated this _____ day of _____, 2008.

Chairman of the Board

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL
REPRESENTATION TO INDIGENT PERSONS IN BENTON COUNTY
DISTRICT COURT**

THIS AGREEMENT is entered into by and between **Brian Anderson**, attorney at law, Washington State Bar Association #39061 ("Attorney"), DBA Ochoa Anderson PLLC, and **BENTON COUNTY**, a State of Washington political subdivision ("County"), for and on behalf of the Benton County District Court.

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

- A. The County has the legal responsibility to provide legal defense services to indigent persons charged with misdemeanor criminal offenses alleged to have been committed within the County's jurisdictional boundaries.
- B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with criminal offenses, and desires to contract with the County to provide legal services to indigent persons subject to misdemeanor criminal charges in the Benton County District Court.

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **July 1, 2008**, and shall continue thereafter through and including the **31st day of December, 2008**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

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

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at 7103 West Clearwater Avenue, Suite #D, Kennewick, WA, 99336. Attorney's current local office telephone and fax numbers are (509) 734-1345 and (509) 734-4612, respectively; and Attorney's current office/work e-mail address is brian@ochoa-anderson.com.

b. Throughout the entire term of this Agreement, Attorney shall continue to maintain such an office, such telephone and fax numbers, and such e-mail address; provided that, however, Attorney may relocate Attorney's office to another location within the greater Tri-Cities, Washington, and/or Attorney may change Attorney's telephone/fax number to another greater Tri-Cities local telephone/fax number, and/or

Attorney may change Attorney's e-mail address, provided that Attorney must provide immediate written notice of such change(s) to the Benton-Franklin Indigent Defense Coordinator ("IDC"), the Benton County Prosecuting Attorney, and the Benton County District Court Administrator ("District Court Administrator").

c. The County prefers that Attorney locate and maintain Attorney's office in a commercial/professional building. However, regardless of the location Attorney decides to maintain his/her office, the office must be capable of accommodating confidential face-to-face meetings between Attorney and persons whom Attorney is appointed to represent under this Agreement, must be capable of regularly receiving mail, and must have adequate telephone service to facilitate and ensure prompt response to contact with or from represented persons.

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

a. As of the date of this Agreement, Attorney represents and warrants that Attorney is unconditionally licensed to practice law within the state of Washington; has had at least one (1) year of direct trial experience in criminal defense or criminal prosecution matters; has not been subject to a termination proceeding involving a previous personal service agreement for indigent defense services; has not been censured, admonished, or otherwise formally disciplined for past conduct or behavior that would negatively reflect on Attorney's duty and ability to effectively and competently render legal services hereunder; has not been suspended or disbarred from the practice of law in any state or jurisdiction at any time in the past; and does not have any bar association complaints filed and pending against him/her.

(i) This Agreement may be subject to review and, if applicable and/or necessary, further action pursuant to paragraph 17 below in the event that Attorney's license to practice law in Washington is revoked or otherwise limited or restricted; in the event that a court of competent jurisdiction formally determines and expressly finds that Attorney has rendered ineffective assistance of counsel to any person; in the event that Attorney is censored, admonished, or otherwise formally disciplined for conduct or behavior that negatively reflects on Attorney's duty and ability to effectively and competently render legal services

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

(ii) Attorney shall notify the County within three (3) business days if any event specified in paragraph 3.a.(i) above occurs or if any bar association complaint is filed against Attorney.

b. To comply with the provisions of RCW 72.05.440, WAC 388-700-0010, and RCW 13.40.570, Attorney acknowledges and agrees that the County may conduct criminal history background check(s) on Attorney. Attorney acknowledges and agrees that this Agreement shall be deemed immediately and automatically terminated upon the County receiving a non-complying or otherwise unsatisfactory criminal history background check report.

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

d. During each calendar year of the term of this Agreement, beginning in calendar year 2008, Attorney shall be required to obtain at least seven (7) hours of WSBA-qualified Continuing Legal Education (CLE) credits in courses directly relating to Attorney's public defense practice under this Agreement. Attorney shall provide the Indigent Defense Coordinator with written proof and confirmation that such CLE credits have been obtained no later than by December 31st of each calendar year. Additionally, during each calendar year during the term of this Agreement, in addition to participating in any specialized training-related activity specified in RCW 10.101.060(1)(a)(iii) or otherwise specifically required by other applicable law or court rule, Attorney shall attend at least one (1) public defense services-related training seminar sponsored and/or approved by the Washington Office of Public Defense ("OPD"), and any CLE credit earned by Attorney by attending such training seminar(s) may be applied towards the above-mentioned minimum seven (7) hours. The County may provide Attorney's name and address to the OPD for purposes of the OPD notifying Attorney of any such upcoming training seminars. Attorney shall provide the IDC with written proof and confirmation that such required training seminar has been attended by Attorney no later than by December 31st of each calendar year.

e. Attorney represents and warrants that, throughout the entire term of this Agreement, Attorney's private law practice caseload; Attorney's schedule; and Attorney's office resources, equipment, and support staff will allow Attorney to competently undertake and effectively perform all services required under this Agreement. Attorney represents and warrants that Attorney's private law practice and

schedule will not interfere with Attorney's ability to timely and efficiently perform such services including, without limitation, Attorney's ability to prepare for and attend regularly scheduled trials and dockets or Attorney's ability to schedule and conduct face-to-face meetings with the persons Attorney is appointed to represent under this Agreement for purposes of discussing, preparing, and pursuing the most viable defense(s) and/or resolution available and keeping such persons reasonably apprised as to the status of their case.

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

4. **OTHER INDIGENT DEFENSE AGREEMENTS.** The County has entered or will enter into separate and independent professional services agreements with other licensed attorneys to primarily provide criminal defense services to persons accused of misdemeanor crimes in Benton County District Court. Attorney agrees to fully cooperate and coordinate with said other attorneys, the Benton County District Court, the District Court Administrator and the IDC to establish a process to effectuate the efficient and equitable distribution of case appointments between Attorney and said other attorneys (collectively the "Benton County District Court Criminal Defense Panel"). The District Court Administrator and/or the IDC shall have the inherent discretion and authority to monitor and control (and reasonably modify/change) such process.

5. **CASE APPOINTMENTS.** During the term of this Agreement, Attorney agrees to and shall accept appointments to represent indigent persons (regardless of their race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation) on any matter in the Benton County District Court in which publicly provided counsel is furnished or required by law. More specifically, Attorney shall accept court appointments to represent indigent persons on any of the following types of matters:

- Any misdemeanor matter filed or otherwise pending under the applicable Washington criminal statutes and/or under any other applicable Washington law in the Benton County District Court.

- Any post-disposition probation violation, revocation, modification, and/or contempt-of-court proceeding relating to any underlying criminal case.
- Any material witness matter relating to a case or matter filed in Benton County District Court.
- Any case or matter returned to the Benton County District Court from any higher court.
- Any other type of Benton County District Court case or matter in which another Benton County District Court Criminal Defense Panel member and/or any other attorney who is under a professional services agreement to provide legal representation in Benton County District Court is unable to handle due to a conflict of interest.
- Any case or matter transferred from the Juvenile Court through declination or other court proceedings.
- Any civil contempt of court proceeding, not including non-contempt matters such as non-criminal custody or paternity matters.

6. **CONTINUED REPRESENTATION.**

a. Attorney has a duty to timely and fully complete all cases appointed to Attorney under this Agreement. In that regard, Attorney shall continue to provide representation for those persons whom Attorney was appointed to represent and whose case was not concluded prior to the effective date of termination of this Agreement for up to ninety (90) days following the effective date of termination. Attorney's obligation to continue post-termination representation shall not in any way entitle Attorney to receive any additional compensation beyond the compensation amount(s) specified in this Agreement. By way of example, in the event that Attorney is required by this paragraph to continue representing a person charged with a crime or matter after the termination date of this Agreement, Attorney shall not be entitled to receive any compensation as a result of such continued, post-termination representation, except for any court-authorized cost reimbursements specified in paragraph 13.b below.

b. Notwithstanding anything in this paragraph 6 or elsewhere in this Agreement to the contrary, Attorney's post-termination duty and obligation to continue representing persons whom Attorney was appointed to represent in Benton County District Court for up to ninety (90) days shall be limited to a sixty (60) day period following the termination date for the following types of matters:

- (i) Any civil-based matter;
- (ii) Any matter involving a represented person for whom a warrant has been issued; and
- (iii) Any case where personal service is not effected within thirty (30) days of the date of the notice of termination.

c. Attorney will be appointed to no new cases under this Agreement during the thirty (30) day period prior to its termination date specified in paragraph 1 above if Attorney provides written notice to the County at least sixty (60) days prior to such termination date of Attorney's desire and intent to not pursue contracting with the County again to provide indigent defense services in Benton County District Court after such termination date. Attorney may belatedly provide such written notice at any time within said sixty (60) day time period, but the appointment of new cases to Attorney will not stop until thirty (30) days after the date such notice is received by the County.

7. **NUMBER OF APPOINTMENTS.** During each calendar year of the term of this Agreement, Attorney agrees to and shall accept appointments hereunder to represent persons in the Benton County District Court up to a maximum of **three hundred and eighty (380) total case equivalents per calendar year** (proratable for any partial calendar year). The date on which a case or matter is filed (rather than its final date of disposition) shall be used to determine the calendar year in which a case equivalent is to be counted.

8. **CASE EQUIVALENTS.**

a. For purposes of calculating Attorney's above-referenced "case equivalents" under this Agreement, the following provisions shall apply:

- A misdemeanor appointment shall be counted as one (1) case equivalent.
- A probation violation appointment shall be counted as one-half (1/2) case equivalent.
- An appointment on a mental or substance-abuse commitment, generally to be appointed only when necessary for conflict reasons, shall count as one (1) case equivalent.
- An appointment to represent a person in a material witness matter in a case pending in Benton County District Court shall count as one half (1/2) of a case equivalent.

- An appointment to a case or matter returned to Benton County District Court from a higher court shall be counted as determined by the IDC following consultation.
- If Attorney is appointed to a case and withdraws prior to the omnibus hearing for any reason, including the substitution of retained counsel or a conflict of interest, that appointment shall not count as any case equivalent; provided that the IDC shall retain discretion to award a case equivalent value (or fractional portion thereof) if deemed appropriate following consultation.
- Case equivalent value assigned is based on cases, not charges, and is determined by the classification of the most serious offense charged.
- Any civil contempt of court proceeding shall count as one-half (1/2) of a case equivalent.

b. An appointment to any matter in which Attorney was previously appointed shall not be further counted as any type of case equivalent if such matter was not fully concluded and subsequently arises again before the Benton County District Court and Attorney continues representing the same person in such matter within a 12-month period (e.g., if Attorney was appointed to represent a person on a criminal charge who fails to appear for trial but is back before the court within 12 months, Attorney's continued representation of such person following his later arrest shall be deemed as being a prior and ongoing representation and shall not count as any type of further or additional case equivalent). Provided that, however, if Attorney was appointed to represent a person who is duly tried, convicted, and sentenced, Attorney's subsequent representation of such person during subsequent proceedings for alleged violations of sentence conditions shall be deemed as being an independent and unrelated matter.

c. Except as may be otherwise specifically and expressly provided in this Agreement, an appointment to any matter involving multiple charges arising out of a single incident or series of substantially related incidents shall be considered as being one (1) case equivalent. Similarly, except as may be otherwise expressly provided in this Agreement, an appointment to any matter involving multiple charges brought/filed under a single cause number and/or which are properly joined for purposes of trial shall be considered as being one (1) case equivalent. Provided, however, the IDC may in his discretion adjust the case equivalent total earned under this paragraph upon written request from, and after review and consultation with, Attorney.

d. Throughout the term of this Agreement, the IDC shall keep and maintain records consistent with the provisions of this Agreement in a format adequate to

accurately track and monitor the number of Attorney's appointments and total case equivalents hereunder. The IDC shall provide copies of such records to the County and Attorney on a monthly basis. Attorney shall have the burden of proof in the event that Attorney ever disagrees with any such records, and Attorney must notify the IDC in writing within ten (10) business days of records receipt if Attorney disagrees with, and desires to dispute, any such records, otherwise such records shall be conclusively presumed as being accurate.

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

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

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

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

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

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

d. Upon Attorney pleading guilty or being convicted of any of the following-described offenses, Attorney shall notify the IDC of such plea/conviction within seven (7) calendar days thereafter, and Attorney's failure to timely report within such timeframe shall constitute misconduct under RCW Title 50 and result in the immediate and automatic termination of this Agreement:

- (i) Any felony sex offense as defined in RCW 9.94A.030 and RCW 9A.44.130;
- (ii) Any crime specified in RCW Chapter 9A.44 when the victim was a juvenile in the custody of, or under the jurisdiction of, the Juvenile Rehabilitation Administration, Washington Department of Social and Health Services; and/or
- (iii) Any violent offense as defined in RCW 9.94A.030.

12. MONTHLY COMPENSATION.

a. As compensation for Attorney's performance and rendering of independent professional legal services hereunder during the term of this Agreement, Attorney's monthly compensation hereunder shall be **\$4,591.67 per month** (proratable for any partial month), payable on the last business day of the month.

b. In addition to the stated monthly compensation, Attorney shall receive \$200 per day for each full day of trial and \$100 for each partial day of trial, not to include pre-trial motions or time waiting for disposition. A full day of trial is defined as actual in-session trial proceedings going beyond four (4) total hours for that trial day.

c. The above-stated payments to Attorney will immediately cease upon the termination of this Agreement on, or for any reason prior to, the termination date specified in paragraph 1 above. For example, if this Agreement is terminated effective October 31, 2008, the above referenced monthly payments to Attorney would also terminate as of such date, and Attorney would not be entitled to receive any further monthly payments from the County; provided that, Attorney would be entitled to receive any then-accrued and unpaid amounts for services rendered hereunder prior to such termination date. By way of further example, if this Agreement is terminated effective November 15, 2008, the above-stated monthly payments to Attorney would also terminate as of such date, and Attorney would not be entitled to receive any further monthly payments from the County; provided that, Attorney would be entitled to receive on a prorata basis any then-accrued and unpaid amounts for services rendered hereunder prior to such termination date (i.e., 50% of the above-stated monthly payment amount). Attorney acknowledges and agrees that the above-stated compensation to

Attorney shall constitute Attorney's full and exclusive compensation hereunder for all cases handled by Attorney under this Agreement up to the above-stated annual maximum total case equivalents.

13. COSTS AND EXPENSES.

a. Attorney acknowledges and agrees that Attorney shall not be entitled to claim or receive any reimbursement/payment from the County for any law practice-related overhead costs or expenses incurred by Attorney during the course of rendering legal services under this Agreement (including, without limitation, costs and expenses associated with Attorney's office, office staff, office equipment/facilities, and/or other office or law practice-related resources).

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

(i) Attorney shall be entitled to receive reimbursement for the actual cost of such out-of-pocket expenditures provided that, however, Attorney shall not incur any such expense nor shall Attorney be entitled to be reimbursed for any such expense unless such expense has been pre-approved pursuant to ex-parte motion and court order (or other court-designated process) that expressly determines and finds that such expense is necessary and reasonable in accordance with applicable court rules, procedures, and standards. Such court order shall state and provide a specific dollar amount for the requested and authorized expenditure; provided that, in the event it is not reasonably possible to state and provide a specific dollar amount for a particular requested expenditure, such order may nevertheless provide authorization for the expenditure but shall establish and set forth a maximum dollar expenditure amount. In regard to any reimbursement to Attorney for any court-approved expenditures and costs pertaining to case-related travel, meals, and lodging, any reimbursement to Attorney for such expenditures and costs shall not exceed the amounts that the County would be obligated to pay and reimburse to employees of the Benton County District Court under then-existing employee travel-related policies and rules.

(ii) In addition to any other prerequisites imposed by court rules, procedures, or standards, as a precondition to Attorney being reimbursed for an expenditure under this paragraph, Attorney shall be required to submit a vendor warrant payment voucher to the County that identifies the specific expenditure(s) for which reimbursement is sought (exercising appropriate

discretion to protect client confidentiality given that such vouchers are matters of public record unless sealed by the court at Attorney's request) and that has attached thereto a copy of the court order(s) that specifically pre-approved and authorized such expenditure(s) (unless sealed by the court at Attorney's request) together with attached copies of all written payment receipts relating to such incurred expenditure(s) (unless sealed by the court at Attorney's request). Attorney's administrative time expended to prepare, submit, and process vouchers shall not be billable to the County. All payment vouchers and requests for reimbursement under this paragraph shall be subject to the court's review and final approval for payment. Attorney shall submit such payment vouchers to the District Court Administrator within sixty (60) days of Attorney incurring the expense(s) for which reimbursement is sought, and the County shall have the right to deny payment of any voucher that is not timely submitted within said requisite sixty (60) day period.

14. **INDEMNIFICATIONS AND HOLD HARMLESS.** Attorney agrees to and shall fully indemnify the County and its elected/appointed representatives, officers, employees, and agents; and to hold the County and its elected/appointed representatives, officers, employees, and agents fully harmless; from and for any and all losses, damages, costs, charges, claims, demands, suits, or actions of whatsoever nature directly or indirectly arising out of or by reason of Attorney's (or any person, employee, agent, contractor, or entity acting for or on behalf of Attorney or at Attorney's request or direction) acts, defaults, errors and/or omissions of whatsoever nature in the performance of legal services to any person under this Agreement. In the event any suit or legal proceeding is brought against the County or any of its elected/appointed representatives, officers, employees or agents at any time on account of or by reason of any such acts, defaults, errors and/or omissions, Attorney hereby covenants and agrees to assume the defense thereof (through counsel acceptable to the County) and to defend the same at Attorney's sole cost and expense and to pay any and all costs, charges, attorneys' fees, and other expenses as well as any and all judgments or awards that may be incurred by or entered against the County or any of its elected/appointed representatives, officers, employees or agents in such suits or other legal proceedings. Without limiting the intended broad scope and application of the indemnification and hold harmless provisions of this paragraph, for purposes of this paragraph, Attorney waives, with respect to the County only, any immunity that would otherwise be available to Attorney under the Industrial Insurance Act provisions of Title 51 RCW or any other similar workers/employee disability or benefit law. The indemnification and hold harmless provisions of this paragraph shall survive the termination or expiration of this Agreement.

15. **INSURANCE.**

a. Attorney shall obtain and maintain, at Attorney's sole cost and expense, a policy of professional liability insurance in an amount of not less than \$1,000,000.00 per

claim nor less than \$1,000,000.00 in the aggregate during the policy term and with a maximum deductible of not more than \$10,000.00.

(i) Said policy shall include coverage as an additional insured for any other person(s) or attorney(s) acting for or on behalf of Attorney in the performance of this Agreement; shall provide professional liability insurance coverage for any acts, errors and/or omissions by Attorney (and/or such additional insureds) during the course of performing legal services under this Agreement; shall require that the insurance company provide the County with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(ii) Attorney shall continuously maintain the professional liability insurance coverage required by this paragraph 15.a throughout the entire term of this Agreement, throughout any other longer time period during which Attorney is obligated to continue performing services and duties hereunder, and for a period of no less than thirty-six (36) consecutive months after Attorney has fully completed all services and duties required hereunder.

b. Attorney shall also obtain and maintain, at Attorney's sole cost and expense, a policy of Commercial General Liability insurance (including Endorsement Form CG2011 and Contractual Liability coverage) in the amount of not less than \$1,000,000.00 per occurrence nor less than \$2,000,000.00 in the aggregate during the policy term. Additionally, if Attorney is an employer, Attorney shall obtain and maintain, at Attorney's sole cost and expense, a policy of Statutory Workers Compensation and Employers Liability/Stop Gap insurance in the amount of not less than \$1,000,000.00.

(i) The policy of Commercial General Liability insurance shall be written on an occurrence basis; shall name the County, the Benton County District Court, and its elected/appointed representatives, officers, employees and agents as additional insureds; shall be primary coverage for both defense and indemnity and non-contributory with any insurance coverage maintained by the County; and shall provide for waiver of subrogation rights as to the County.

(ii) The insurance policies required by this paragraph 15.b shall require that the insurance company provide the County with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by

A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(iii) Attorney shall continuously maintain the insurance coverage required by this paragraph 15.b throughout the entire term of this Agreement and throughout any other longer time period during which Attorney is obligated to continue performing services and duties hereunder. Provided that, however, Attorney may elect to delay and forego obtaining the Commercial General Liability insurance coverage required by this paragraph 15.b until January 1, 2009, at which time such coverage or such other coverage as may be agreed must be obtained and thereafter maintained throughout the entire remaining term of this Agreement and throughout any longer time period during which attorney is obligated to continue performing services and duties hereunder.

c. Contemporaneously with Attorney's execution of this Agreement, Attorney shall provide the County and its then-designated Risk Manager(s) with copies or certificates of the insurance policies and coverage (including any endorsements) required under this paragraph 15, and Attorney shall annually provide the Risk Manager(s) with the same type of documented proof and confirmation that such insurance policies and coverage continue to exist no later than thirty (30) days after the policies' annual renewal date(s).

16. **COMPLAINTS; PERFORMANCE MONITORING.** In the event that an employee/representative of the County or the Benton County District Court or the IDC receives an oral/written communication from a person represented by Attorney under this Agreement that in substance asserts an unresolved complaint about the legal services rendered to such person by Attorney, the employee/representative receiving such communication shall promptly request and obtain a written, dated, and signed statement from the complainant describing and detailing the relevant facts and circumstances underlying and alleged in the complaint, copies of which shall promptly be provided to the County, the Benton County Court Administrator and the IDC.

a. Upon receiving such complaint, the IDC, without limitation to any other action the County may deem necessary/appropriate to pursue under this Agreement, shall immediately forward a copy of the complaint to Attorney and request and obtain Attorney's written, dated, and signed response thereto (which Attorney shall prepare and provide to the County and the IDC within five (5) business days, who then shall provide the represented person with a copy of the response within five (5) business days thereafter). The IDC shall review the complaint and Attorney's response and take any action deemed necessary with Attorney and/or the represented person to address and resolve the complaint, and the disposition of the complaint shall be communicated to the represented person as soon as reasonably possible. The IDC then may follow-up with the Benton County District Court within five (5) business days thereafter to

confirm or advise that the complaint has been, or is in the process of being, addressed and disposed of. This stated procedure does not interfere with or otherwise impair the Benton County District Court's ability and/or duty to monitor the performance of attorneys appearing before the court.

b. Additionally, during the term of this Agreement, in order to help ensure that indigent persons are consistently provided effective legal representation, and without limitation to any other means or methods of performance monitoring/evaluation the County may deem necessary/appropriate, Attorney acknowledges that the County and/or the IDC have the right to periodically ask, without limitation, the Benton County District Court and/or the District Court Administrator and/or other attorneys and/or persons previously represented by Attorney to provide the County with an evaluation/assessment of the quality and effectiveness of Attorney's performance of legal services and related duties and obligations under this Agreement, provided that such inquiry shall not be made of any person represented, absent a complaint from such person, during the course of representation.

17. TERMINATION.

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

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

b. In addition to the above-referenced automatic termination provisions, the County may elect to terminate this Agreement in the event Attorney fails for whatever reason to comply with any provision of this Agreement after giving Attorney ten (10) business days advance written notice to cure, which notice shall specify the reason(s) for

the notice, the act(s) necessary to cure Attorney's failure(s), and the consequence (i.e., termination without further notice) if the failure(s) is/are not cured within the ten (10) day period. The County's right to terminate this Agreement in such regard shall be in addition to any other rights and remedies available to the County.

c. In addition to the foregoing provisions regarding termination, either party may elect to terminate this Agreement with or without cause or reason by providing the other party with ninety (90) days advance written notice of such election. Without limiting/waiving other provisions of this Agreement relating to Attorney's obligation and duty to accept and complete cases appointed to Attorney, Attorney shall not be appointed any new cases during the last thirty (30) calendar days of said ninety (90) day notice period.

d. In any event, consistent with the provisions of paragraph 12.c. above and regardless of the manner in which this Agreement is terminated, Attorney acknowledges and agrees that Attorney shall not be entitled to receive any further compensation from the County in the event this Agreement is terminated; provided that, however, Attorney shall be entitled to be paid for all services duly performed by Attorney under this Agreement up to the date of termination. Additionally, as required by paragraph 6 above, the termination of this Agreement, regardless of the manner of termination, shall not relieve Attorney from the obligation and duty to continue representing all persons whom Attorney was appointed to represent prior to the termination unless Attorney is expressly barred or prohibited from doing so by court order and/or the suspension/disbarment of Attorney from the practice of law in Washington.

e. If the County decides in its discretion to provide indigent defense representation in Benton County District Court through a County agency (such as an Office of Public Defense or similar entity) that would eliminate the need for continuing this Agreement with Attorney, the County will notify Attorney of the County's intentions in that regard as soon as reasonably practicable so that Attorney and the County can mutually coordinate and pursue an appropriate transition. Upon receipt of such notice from the County, Attorney may apply to the County for available staff-attorney employment positions in such agency in accordance with the County's then-existing hiring and employment practices and policies; though Attorney understands and acknowledges that the hiring of Attorney to fill any such positions would not be automatic or in any way guaranteed.

18. **INDEPENDENT CONTRACTOR.** Attorney fully understands, acknowledges, and agrees that Attorney shall not be an agent, representative, or employee of the County or the Benton County District Court for any type of purpose or situation whatsoever (including, without limitation, for purposes of any type of wage, hours/overtime, workers/industrial insurance compensation, unemployment, fair labor, and/or employee benefit/leave laws,

disability act coverage or rules, and/or regulations) and that Attorney, as of the date of this Agreement and throughout its entire term, is and will always be acting and operating as a fully independent contractor. In that regard, strictly subject to Attorney's duties, responsibilities and obligations imposed under this Agreement, Attorney shall have sole and absolute discretion using Attorney's best professional legal judgment to determine the manner and means of providing the legal representation services required under this Agreement; and neither the County, the County's IDC, nor the Benton County District Court shall have any authority or duty to directly control the actual performance of Attorney's professional services hereunder.

19. **NON-ASSIGNMENT AND TEMPORARY SUBSTITUTIONS.** Except as otherwise expressly provided in paragraphs 19a. and 19b. below, Attorney shall not allow or arrange for any other person to perform any of the services required by this Agreement, nor shall Attorney assign, subcontract out, or otherwise delegate any of Attorney's rights, responsibilities, or obligations under this Agreement.

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

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

person(s) being represented by Attorney who is/are affected by such substitution of legal counsel.

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

(ii) Unless called to active military duty, Attorney shall be responsible to ensure that such other attorney fully complies with all terms and conditions of this Agreement during such temporary absence period (including, without limitation, the requirement to maintain the insurance coverage specified in paragraph 15 above), and Attorney shall be liable for any damages or losses sustained as a result of such other attorney's non-compliance with the terms and conditions of this Agreement.

c. In the event Attorney is called up for active military duty or for direct civilian support of active military operations, Attorney shall provide the County and the IDC with written notice of such event within five (5) business days of Attorney being called up so that the IDC and Attorney can coordinate and arrange for an appropriate substitute attorney to handle Attorney's duties under this Agreement while Attorney is on military leave and any reasonable back-to-civilian-life transition time requested by Attorney upon return. Attorney shall receive no compensation under this Agreement while on leave or during any such transition time.

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

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

22. **TEMPORARY JUDICIAL SERVICE.** Subject to, and without limiting/waiving, Attorney's duties and obligations under this Agreement, Attorney may temporarily serve as a

judge pro tem in any court other than Benton County District Court, provided that, and on the indispensable condition that, it would not conflict with or interfere with Attorney's ability to timely and effectively perform Attorney's duties and obligations under this Agreement. Any potential exceptions to the foregoing limitations on Attorney serving as a judge pro tem would be strictly on a case-by-case basis and would be strictly subject to Attorney obtaining the IDC's prior express approval and authorization, which decision shall be decided on a case-by-case basis in the IDC's sole and absolute discretion. Any judicial services rendered by Attorney under this paragraph shall fully comply with all applicable Rules of Professional Conduct and Judicial Canons.

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

24. **CAPTIONS; TIME COMPUTATION.**

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

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

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

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

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

28. **NON-WAIVER.** A party's express or implied consent to or waiver of any breach or default by the other party in the performance of such other party's obligations

hereunder shall not be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such other party of the same obligations or any other obligation(s) of such other party hereunder.

29. **DISPUTE RESOLUTION.**

a. In the event any type of dispute arises between the parties involving the performance or interpretation of this Agreement, and assuming that the parties are unable to resolve such dispute within a reasonable time after it arises, the parties agree that the dispute shall be submitted to mediation through the assistance of an experienced mediator chosen by mutual agreement between the parties. The County shall pay one-half of the mediator's fees and expenses, and Attorney shall pay the other one-half of such fees and expenses.

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

30. **NOTICES.**

a. Any notices required or permitted to be given by Attorney to the County under this Agreement shall be in writing and shall be personally delivered to the County's Board of Commissioners or mailed to the County's Board of Commissioners via certified U.S. mail, postage prepaid, at the Board's following address:

Benton County Board of Commissioners
620 Market St.
Prosser, WA 99350

With a mandatory complete copy of any such notices to also be provided to:

Jacki Lahtinen
Benton County District Court Administrator
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336

Rafael A. Gonzales
Indigent Defense Coordinator
Benton-Franklin Office of Public Defense
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336

b. Any notices required or permitted to be given by the County to Attorney under this Agreement shall be in writing and shall be personally delivered to Attorney or mailed to Attorney via certified U.S. mail, postage prepaid, at Attorney's office address specified and set forth in paragraph 2a. above.

c. Any notices under this Agreement shall be deemed to have been duly given, made and received when personally delivered against receipt or when duly deposited in the U.S. mail in compliance with the provisions of this paragraph. A party may change the address(es) to which notices or copies thereof are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph for the giving of notice.

d. For purposes of clarity, whenever the terms of this Agreement require Attorney to provide "the County" with certain information or notice, such information or notice shall be provided to the County's Board of Commissioners or the Board's designee unless this Agreement expressly mandates that such information or notice also be provided to some other person/entity.

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

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

(SIGNATURES APPEAR ON FOLLOWING PAGE)

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

Date: _____

BENTON COUNTY

Chairman

Commissioner

Commissioner

Date: 6/3/08

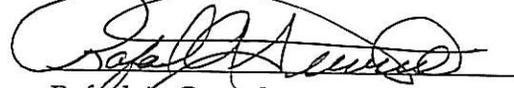
ATTORNEY



Brian Anderson

WSBA# 39061

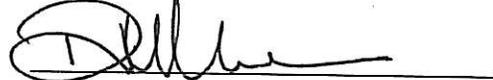
Approved as to Content:



Rafael A. Gonzales

Indigent Defense Coordinator

Approved as to Form:



Timothy G. Klashke

Attorney at Law

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 16 Jun 2008 Subject: BMP improvements Memo Date: 11 Jun 2008 Prepared By: AJF Reviewed By: LSK	Execute Contract X Pass Resolution Pass Ordinance Pass Motion Other	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

SUMMARY & BACKGROUND

I was approached by Friends of Badger Mountain in May with an offer to make improvements to the parking area on the western access to Badger Mountain Centennial Preserve (the location accessed via Dallas Road). We call this place "Westgate".

This is the smaller and lesser-used of the two access locations. In December, County Parks staff directed a project with Sheriff's Work Crews to install a gate and fencing around the parking area (made from the donated telephone poles we use in the other parks). Still, the dusty, bouldery, uneven surface of the parking area remains.

Friends, particularly an active member named David Comstock, offered that he would get grading work donated, and would provide gravel for the lot. The mechanical work would be donated by DelHur Industries of Hermiston, who do a lot of earthwork at Hanford. The gravel would be provided by American Rock Products of West Richland at cost, for which Friends would provide the funding. All friends asked in return is that we provide some recognition for these donors.

The Park Board is enthusiastic about the proposal.

I worked with Eric Hsu in the Prosecutor's Office to draft a contract for this action. Friends has organized this project, but of course they are unable to contract for this work on our property. The County must contract with DelHur directly, and confirm "prevailing wage", insurance, liability, etc.

The contract details more specifics about the work, but in short, DelHur will grade and level the existing parking area, keep it watered for packing and dust control, distribute and pack the gravel delivered by American Rock, and complete the project with any finishing work required.

As of this memo, the two originals of the agreement are in transit to the contractor for signature.

FISCAL IMPACT

I (Parks) have offered to provide two small aluminum signs acknowledging DelHur, American Rock, and Friends of Badger. The signs will be made by Signs Now to our standards and placed on two of the fence rails around the lot.

ATTACHMENTS

- draft agreement for Commissioner consideration
- resolution authorizing the agreement

#

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A CAPITAL IMPROVEMENT:
BADGER MOUNTAIN CENTENNIAL PRESERVE – WESTGATE PARKING AREA

WHEREAS, the "Friends of Badger Mountain" ("Friends"), a non-profit, volunteer stewardship organization that advocates for the Benton County park known as "Badger Mountain Centennial Preserve" ("Preserve") has organized for a desired capital improvement to be made to the Preserve; and,

WHEREAS, said capital improvement consists of grading, gravelling, and finishing of the existing parking area at the western access to the Preserve known as "Westgate"; and,

WHEREAS, Friends has organized for said improvements to be done as a donation to Benton County, and the work shall be completed by the contractor "DelHur Industries" of Hermiston, Oregon; and,

WHEREAS, the contractor shall complete the project at no cost to Benton County other than the receipt of recognition for their contribution through signage at the improvement site; and,

WHEREAS, due to the nature of the work required, the contractor shall need to have an improvement agreement in-place with the County to cover insurance, liability, prevailing wages, and other contractual matters, even though there will be no financial compensation for the contractor;
NOW THEREFORE,

BE IT RESOLVED, that the Board of Commissioners accepts the scope of work for capital improvements to Badger Mountain Centennial Preserve as described in the "Contractor Improvement Agreement", and authorizes the Chairman to sign said agreement for this improvement.

Dated this _____ day of _____, 2008.

Chairman of the Board

Member

Member

Constituting the Board of County
Commissioners of Benton County
Washington.

Attest.....
Clerk of the Board

cc: Parks, file
Auditor
Benton County Park Board
Friends of Badger Mountain

Fyal

**CONTRACTOR IMPROVEMENT AGREEMENT
BENTON COUNTY
BADGER MOUNTAIN CENTENNIAL PRESERVE**

WHEREAS, DelHur Industries, Incorporated, a corporation formed under the laws of, and doing business in, Washington State, hereinafter the **CONTRACTOR**, has agreed to donate services to Benton County, a political subdivision of the State of Washington located within Benton County, Washington, hereinafter the **COUNTY**, to make an improvement to the Benton County Badger Mountain Centennial Preserve, hereinafter the **PRESERVE**; and,

IT IS HEREBY MUTUALLY RESOLVED, that the **COUNTY** and **CONTRACTOR** agree to the following conditions regarding the proposed improvement.

1. Improvement

CONTRACTOR, pursuant to all terms and conditions herein, shall grade and gravel the **PRESERVE** Westgate parking lot, hereinafter referred to as the **IMPROVEMENT**. The **IMPROVEMENT** includes grading the Westgate parking lot within the existing wood guard rails to smooth the parking area following the natural contours of the land. The **IMPROVEMENT** does not include subgrade fill to change the existing contours of the Westgate parking lot. The **IMPROVEMENT** shall include spreading and compaction of 5/8" minus gravel over the Westgate parking lot. The **IMPROVEMENT** shall include compaction of the gravel with one or more passes of the equipment used to spread the gravel. The **IMPROVEMENT** does not include providing the 5/8" minus gravel. The 5/8" minus gravel will be delivered to the work site by a separate contractor.

CONTRACTOR shall receive no compensation or other benefit from completion of this **IMPROVEMENT**.

2. Timeline

The **IMPROVEMENT** will take approximately one day and will be completed by December 31, 2008 unless otherwise agreed upon in writing.

3. Funding

CONTRACTOR shall supply all necessary equipment to complete the **IMPROVEMENT** to comply with Paragraph 1 above, and to fulfill its obligations under Paragraph 6 below. The **CONTRACTOR** is not responsible for providing the 5/8" minus gravel for the **IMPROVEMENT**.

4. Labor

CONTRACTOR will provide all labor required for **IMPROVEMENT**. All persons performing labor on **IMPROVEMENT** pursuant to this agreement shall be employees of **CONTRACTOR**, who are subject to "prevailing wage" requirements under Washington State law. The schedule of prevailing wages is attached hereto as **Exhibit A**.

5. Ownership

CONTRACTOR agrees that the IMPROVEMENT, upon completion of construction and final acceptance by the COUNTY, is the sole property of the COUNTY.

6. Maintenance

COUNTY agrees the IMPROVEMENT is a stand alone project and the CONTRACTOR will not provide any maintenance of the IMPROVEMENT in the future.

7. Recognition of Donation

COUNTY agrees to allow two signs (approximately eighteen inches by twelve inches) to be installed at the Westgate parking lot with language similar to "Westgate Parking lot improvement donated by DelHur Industries and American Rock".

8. Hold Harmless and Indemnification

The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons, including CONTRACTOR'S own volunteers, employees or agents, damage to property or business, or copyright and other intellectual property infringements, 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, Benton County, its officers, officials, employees or agents.

In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, anyone directly or indirectly employed by, or volunteering for, 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 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.

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 volunteers.

9. Insurance

CONTRACTOR shall obtain, and maintain in force throughout the period of work contemplated by this agreement, commercial general liability insurance in the amount of no less than \$1,000,000 per accident or incident with a general aggregate limit of \$2,000,000.

a. Additional insurance terms:

(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. Specifically, the policies shall not exclude contractual liability pursuant to the indemnification and hold harmless provisions contained in section 8 of this agreement.

(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 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. 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.

b. 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 no

less than ten (10) days prior to the commencement of the work contemplated in this agreement. 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. This proof must be in the form of an insurance certificate as well as 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) All written notices under this Section 9 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY at the following address:

Adam J. Fyall
Benton County Commissioners' Office
7122 West Okanogan Place, Building A
Kennewick, Washington 99336-2359
509-736-3053

(5) The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the COUNTY.

9. 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 shall have and maintain complete responsibility and control over all of its volunteers, employees, agents, and representatives. No volunteer, 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 or of Benton County, and no volunteer, employee, agent or representative of the CONTRACTOR shall claim or otherwise assert rights to any benefits, including, but not limited to, accident insurance, worker's compensation benefits, pay, medical insurance, or fringe benefits, which are actually, or customarily, given to employees, or agents of the COUNTY or Benton County.

**BENTON COUNTY
BOARD OF COMMISSIONERS**

Claude Oliver, Chairman

Date: _____

Approved as to Form

Deputy Prosecuting Attorney

DELHUR INDUSTRIES, INCORPORATED

John Doyle, Vice-President

Date: _____

**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>PILEDRIVER/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	

**PREVAILING WAGE RATES
FOR
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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</u>				
<u>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</u>				
<u>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</u>				
<u>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</u>				
<u>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</u>				
<u>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
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EFFECTIVE DATE
3/3/2007

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

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

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>
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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		Over Time Code	Holiday Code	Note Code
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

Classification	PREVAILING WAGE	(See Benefit Code Key)		
		Over Time Code	Holiday Code	Note Code
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	\$32.16	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

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		<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
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

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				
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		

RESOLUTION



BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE:, C.E. 1909 SMP - PAVEMENT MARKING-2008

WHEREAS, by resolution dated June 9, 2008, award was made to Stripe Rite, Inc., Sumner, Washington for C.E. 1909 SMP - PAVEMENT MARKING- 2008; and

WHEREAS, the contract in the amount of \$189,996.00 has been executed by Stripe Rite, Inc., Sumner, Washington; NOW, THEREFORE,

BE IT RESOLVED that the Board hereby authorizes the Chairman of the Board of County Commissioners to sign said contract for and on behalf of Benton County.

Dated this 16th day of June, 2008.

Chairman of the Board.

Chairman Pro-Tem.

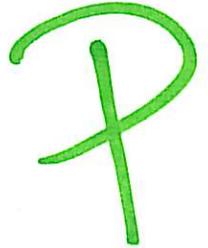
Member.

Attest: _____
Clerk of the Board

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

RBD:LJM:dlh

RESOLUTION



BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: COMPREHENSIVE SIX-YEAR ROAD PROGRAM, 2009 -2014; AMENDING RESOLUTION 08-502

WHEREAS, RCW 36.81.121 requires development of perpetual advanced six-year plans for coordinated transportation; and

WHEREAS, by Resolution 08-502, the Board approved the updated six-year plan, describing the road maintenance and improvement program for the period of 2009 through 2014; and

WHEREAS, in accordance with the RCW's, the priority array and bridge report that were prepared by the County Engineer were considered as a part of the six-year plan; NOW, THEREFORE,

BE IT RESOLVED Resolution 08-502 be amended with this new Resolution, which will become part of the Comprehensive Six-Year Road Program, 2009 -2014.

Dated this 16th day of June, 2008.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

RBD:dlh

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>			
Meeting Date: <u>June 16, 2008</u>	Execute Agreement	_____	Consent Agenda	<u> X </u>
Subject: <u>Six Year Road Program</u>	Pass Resolution	<u> X </u>	Public Hearing	_____
Prepared by: <u>LJM</u>	Pass Ordinance	_____	1st Discussion	_____
Reviewed by: <u>RBD</u>	Pass Motion	_____	2nd Discussion	_____
	Other	_____	Other	_____

BACKGROUND INFORMATION

On May 5, 2008, the 2009-2014 Six Year Road Program was adopted by Resolution 08-502. The County Road Administration Board requested additional wording be added to the adopting resolution, to include mention of the priority array and bridge report that are a part of said Road Program.

RECOMMENDATION

Approve an amendment to Resolution 08-502 to meet the requirements of the RCW's.

MOTION

Approve as part of the consent agenda.

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 16 Jun 2008 Subject: PoK grant Memo Date: 11 Jun 2008 Prepared By: AJF Reviewed By: LSK	Execute Contract Pass Resolution Pass Ordinance Pass Motion X Other	Consent Agenda Public Hearing 1st Discussion X 2nd Discussion Other

SUMMARY & BACKGROUND

I received communication from the Port of Kennewick requesting County support for a grant application the Port is making. I have attached the email portion of that communication for background.

Port staff drafted a letter for us. I edited that letter a little, and have provided it for Commissioner consideration.

FISCAL IMPACT

None.

RECOMMENDATION

Send the letter.

Adam. I left you a voice mail...but basically we are trying to demonstrate community interest/support for the Port of Kennewick's Clover Island Shoreline Improvement Project grant request to the RCO Funding Board by gathering letters of support. I was hoping that perhaps Benton County might be willing to provide such a letter. I took the liberty of drafting (feel free to revise as needed) and attaching a letter if that is something you can/would do. If not, no worries....

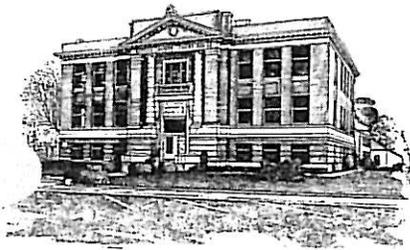
If so, I'm trying to round these up by June 20th. Let me know if you need more detail or have questions. And thanks ever so much for your consideration of this important public access and shoreline enhancement project. Thanks bunches. Tana

P.S. No other local jurisdictions applied for RCO ALEA grant funds this round. Our project description is below: This project will return damaged shorelands to conditions favorable to young salmon, add native plantings, and develop meandering, riverfront pathways along Clover Island's perimeter. The pathway will link the Island to the regional Sacagawea Heritage Trail; and will serve all age groups and activities such as walking, bicycling, skating, jogging, bird watching, and pet walking; along with watching the river and all the recreational activities on the river. This project will create ADA compliant sidewalks for an existing public boat dock; and it will add benches, safety railings, and renovated viewpoints for public enjoyment of the Columbia River. In the 1950's & 1960's wet concrete was dumped down Clover Island's river bank to provide bank stabilization; creating a below-water environment for fish predatory to endangered salmon. The project will restore critical habitat and provide a stronger physical connection to the river. The community has embraced the Clover Island Shoreline project and much interest has been generated in improvements along the region's waterfront, which has long been underdeveloped due to restricted river access.

Tana Bader Inglima | Director of Governmental Relations & Marketing
PORT OF KENNEWICK
350 Clover Island Drive | Kennewick, WA 99336

D: 509.586.8140
O: 509.586.1186
F: 509.582.7678
C: 509.948.3514
E: tana@portofkennewick.org
W: www.portofkennewick.org

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Board of County Commissioners
BENTON COUNTY

P.O. Box 190 • Prosser, WA 99350-0190
Phone (509) 786-5600 or (509) 736-3080
Fax (509) 786-5625

Leo Bowman
DISTRICT 1
Max Benitz, Jr.
DISTRICT 2
Claude L. Oliver
DISTRICT 3

16 June 2008

Tim Arntzen, Executive Director
Port of Kennewick
350 Clover Island Drive, Suite 200
Kennewick, WA 99336

Re: Clover Island Shoreline Improvement Project – RCO / ALEA Application

Dear Mr. Arntzen:

The Board of Commissioners extends its support of your efforts to obtain a Recreation and Conservation Funding Board grant for habitat improvements, bank stabilization, and public recreational pathways on Clover Island in Kennewick.

Benton County recognizes the importance of environmental enhancement and public access projects such as the Clover Island Shoreline Improvement Project. We support the Port of Kennewick's goals of creating improved conditions favorable to young salmon, adding native plantings, and developing secure, stable, barrier-free public access to the Columbia River on Clover Island. This project is good for people, good for fish, and good for the economy.

Thank you for your efforts to improve the natural environment and provide shoreline pathways for public access to biking, birding, skating, jogging, and river recreation. This project will surely prove a catalyst for renewed interest in the Columbia River, and a stimulus to the economic future of our community.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Claude Oliver, Chairman

cc: Benton County Park Board

9:15

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: June 16, 2008 Subject: County Ordinance 349 and BCC Chapter 10.06 – Traffic Regulations / Vehicle Impoundment Prepared By: Captain Steve Keane Reviewed By:	Execute Contract Pass Resolution <u>XXXX</u> Pass Ordinance <u>XXXX</u> Pass Motion Other	Consent Agenda Public Hearing <u>X</u> 1st Discussion 2nd Discussion Other

BACKGROUND INFORMATION / SUMMARY

Washington state law authorizes Peace Officers to tow vehicles for a number of reasons. Possibly the most common reasons, as well as the reasons with the greatest bearing on public safety, are situations where the operator of the vehicles commit the crimes of Driving While Under the Influence/Physical Control of a Vehicle Under the Influence, or Driving While License Suspended/Revoked. RCW 46.55.113, which provides the statutory authority to tow vehicles operated by drivers who have been arrested for these crimes, requires that such towing be conducted according to the terms of a local ordinance or rule. This was the reason for enacting BCC 10.22.

The most controversial, and heavily litigated, portion of the state law authorizing vehicle tows is the provision within RCW 46.55.120 that allows for the long-term forced impound (called “car jailing” by detractors) of vehicles operated by repeat Driving While License Suspended offenders. Specifically, depending on the degree of the Driving While License Suspended crime (first, second or third) and the operator’s history of such offenses, the vehicle may be ordered to be impounded for a period of 30, 60 or 90 days with virtually no ability for the operator to redeem the vehicle prior the expiration of the time period.

Following lawsuits wherein commercial vehicle owners had their vehicles impounded for extended periods of time because an employee with a suspended license was driving and where the Washington State Patrol had a successfully challenged mandatory tow policy, the statutes were rewritten. Among the key points addressed in the amendments were: 1) provision requiring commercial vehicle owners to be permitted to respond and retrieve their vehicle to avoid towing where the suspended driver was merely an employee and not an owner of the vehicle; 2) provision allowing rental car companies and perfected security interest holders (lenders and car dealers) to retrieve a car despite an order in place holding it for 30, 60 or 90 days; and 3) language clarifying the limited class of people permitted to obtain a hardship release for vehicles being subject to a long term impound hold.

The proposed amendments to BCC 10.22 serve to bring the ordinance into compliance with the new law, enhances the ability of the Sheriff’s Office to withstand Constitutional scrutiny for individual tow cases, and streamlines the process for the towing and redemption of vehicles. Here are the key amendments to BCC 10.22:

1. Authority to tow vehicles operated by drivers who have been arrested for Driving Under the Influence and/Physical Control of a Vehicle Under the Influence has been added. This authority was previously missing from the ordinance although it was permitted by RCW to be included. While this may appear to be superfluous since RCW 46.55.113 already provides authority to tow vehicles whenever the driver is arrested and taken into custody, it is conceivable that there may be instances where, for example, because of medical problems, a deputy does not take a driver into immediate custody for DUII. The inclusion of this authority in the ordinance will make it very clear that even in such a situation (ie where a DUII driver is not immediately taken into custody), the Sheriff’s Office clearly has the authority to tow the vehicle in question.
2. The impound hold of a suspended operator’s vehicle (ie for 30, 60 or 90 days) has been changed from being of a mandatory nature to being at the discretion of the arresting deputy. This is important since, while it is probably usually a good idea to tow vehicles when their operators have

been arrested for DWLS, sometimes circumstances make imposition of the 30, 60 or 90 day hold in appropriate, and deputies should be able to exercise their discretion in determining whether such a hold is appropriate under the circumstances.

3. The hardship release process has been clarified. This section previously included, as potential hardship release applicants, rental car owners and holders of perfected security interests in the impounded vehicles. Since the release of impounded vehicles to these parties is mandatory, pursuant to statute, as opposed to the discretionary release of impounded vehicles to hardship release applicants release to these types of parties should not be included in the hardship release procedures.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AMENDING BENTON COUNTY ORDINANCE 349 AND BCC CHAPTER 10.06 – RELATING TO TRAFFIC REGULATION – VEHICLE IMPOUNDMENT

WHEREAS, Washington state law authorizes Peace Officers to tow vehicles for a number of reasons, including, but not limited to: Driving While Under the Influence/Physical Control of a Vehicle Under the Influence, or Driving While License Suspended/Revoked; and

WHEREAS, RCW 46.55.113 provides the statutory authority to tow vehicles operated by drivers who have been arrested for these crimes, and requires that such towing be conducted according to the terms of a local ordinance or rule; and

WHEREAS, the Sheriff and Prosecutor's Office has determined amendments to Benton County Code 10.06 are necessary to withstand Constitutional scrutiny for individual tow cases, and streamlining the process for the towing and redemption of vehicles; and

WHEREAS, amendments to BCC 10.06 are necessary to provide clarification and authority to tow vehicles operated by drivers for DUI/Physical control as well as additional wording changes addressing hardship releases; **NOW, THEREFORE**

BE IT RESOLVED, that ordinance _____ an ordinance relating to BCC title 10.06 be adopted and shall take effect upon the date of approval and signature by the Board of Benton County Commissioners.

Dated this _____ day of _____, 200__.

Chairman of the Board

Member

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

Attest: _____

ORDINANCE NO. _____

AN ORDINANCE relating to traffic regulation (vehicle impoundment), amending Ordinance 349, Section 5 and BCC 10.06.030, amending Ordinance 349, Section 6 and BCC 10.06.040, amending Ordinance 349, Section 7 and BCC 10.06.050, amending Ordinance 349, Section 8 and BCC 10.06.060, amending Ordinance 349, Section 9 and BCC 10.06.070, amending Ordinance 349, Section 10 and BCC 10.06.080, and repealing Ordinance 349, Section 11 and BCC 10.06.090.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

SECTION 1. REPEAL. Ordinance 349, Section 11 and BCC 10.06.090 are hereby repealed in their entirety.

SECTION 2. Ordinance 349, Section 5 and BCC 10.06.030 are hereby amended to read as follows:

DEFINITIONS. For the purposes of this ordinance, the following definitions shall apply:

(a) "Benton County Sheriff" means the Sheriff of Benton County, Washington or designee, including all duly and fully commissioned Sheriff's Deputies.

(b) "DWLS/DWLR" means driving while license suspended/driving while license revoked.

(c) "Held in impound" means to hold a vehicle in impound custody for a minimum period of time pursuant to RCW 46.55.120(a) during which a vehicle may not be redeemed unless a hardship release is granted.

~~((e))~~ (d) "Impound" means to take and hold a vehicle in legal custody.

~~((d))~~ (e) "Registered tow truck operator" means any person who, or entity that engages in the impounding, transporting, or storage of unauthorized vehicles or the disposal of abandoned vehicles, and is duly licensed and certified as required by Chapter 46.55 RCW.

SECTION 3. Ordinance 349, Section 6 and BCC 10.06.040 are hereby amended to read as follows:

AUTHORITY. Pursuant to the authority of RCW 46.55.113, whenever the driver of a vehicle is arrested for violation of RCW 46.20.342 (driving while license suspended or revoked (DWLS/DWLR) ~~(() or RCW 46.20.420)~~ RCW 46.20.345 (operation of vehicle under other license or permit prohibited while license suspended or revoked), RCW 46.61.502 (driving under the influence) or RCW 46.61.504 (physical control of a vehicle under the influence) the vehicle is subject to impoundment at the business location of a registered tow truck operator at the direction of the Benton County Sheriff, or designee, for a maximum length of time provided by statute.

SECTION 4. Ordinance 349, Section 7 and BCC 10.06.050 are hereby amended to read as follows:

VEHICLE IMPOUNDMENT--DWLS/DWLR FIRST DEGREE OR DWLS/DWLR SECOND DEGREE. The Benton County (~~Sheriff's Department~~) Sheriff may impound a vehicle when its operator is arrested or cited for violation of RCW 46.20.342(1)(a) (DWLS/DWLR First Degree) or RCW 46.20.342(1)(b) (DWLS/DWLR Second Degree). The vehicle (~~will~~) may be held in impound pursuant to RCW 46.55.120(1)(a) at the written direction of the Benton County Sheriff (~~or designee~~) in impound as set forth below and may thereafter be redeemed.

If directed to be held, ((The)) the vehicle ((will)) shall be impounded for:

(a) Thirty (30) days when the Department of Licensing's records show that the operator has no prior conviction of RCW 46.20.342(1)(a) or RCW 46.20.342(1)(b) or of a similar local ordinance within the past five (5) years;

(b) Sixty (60) days when the Department of Licensing's records show that the operator has been convicted once of RCW 46.20.342(1)(a) or RCW 46.20.342(1)(b) or of a similar local ordinance within the past five (5) years;

(c) Ninety (90) days when the Department of Licensing's records show that the operator has been convicted two or more times of RCW 46.20.342(1)(a) or RCW 46.20.342(1)(b) or of a similar local ordinance within the past five (5) years.

SECTION 5. Ordinance 349, Section 8 and BCC 10.06.060 are hereby amended to read as follows:

~~_____DWLS/DWLR THIRD DEGREE.~~ The Benton County Sheriff's Department may impound a vehicle when its operator is arrested for violation of RCW 46.20.342(1)(c) (DWLS/DWLR Third Degree). The vehicle (~~will~~) may be held in impound or immediately released, at the written direction of the Benton County Sheriff, or designee, as set forth below.

(a) The vehicle shall be ((Immediate release)) immediately released upon written order of release by the Benton County Sheriff, or designee, when the Department of Licensing's records show that the operator:

(1) has no prior convictions of RCW 46.20.342(1)(a), RCW 46.20.342(1)(b), or RCW 46.20.342(1)(c), or of a similar local ordinance within the past five (5) years (~~and~~).

~~((2) upon compliance with the provisions of BCC 10.06.070(a) and BCC 10.06.070(b) hereof.)~~

(2) Redemptions are governed by the provisions of BCC 10.06.070.

(b) The vehicle may be held in impound for ((Thirty)) thirty (30) days when Department of Licensing's records show that the operator has one or more convictions of RCW 46.20.342(1)(a), RCW

46.20.342(1)(b), or RCW 46.20.342(1)(c), or of a similar local ordinance within the past five (5) years.

SECTION 6. Ordinance 349, Section 9 and BCC 10.06.070 are hereby amended to read as follows:

~~REDEMPTION.~~ Vehicles impounded pursuant to BCC 10.06.040 may be redeemed after being held in impound, if applicable, for the requisite number of days (~~in impound as~~) set forth in BCC 10.06.050 and BCC 10.06.060 when the conditions which follow have been met (~~(-)~~):

(a) The person redeeming the vehicle is an eligible person to redeem the vehicle under RCW 46.55.120(1)(a) and pays all towing, removal, and storage fees in commercially reasonable tender as provided in RCW 46.55.120(1)(b); and

(b) When the vehicle was impounded because the operator was in violation of RCW 46.20.342 and the operator is the registered owner, such registered owner established with the Benton County Sheriff that all penalties, fines, or forfeitures owed by him or her for traffic violations have been paid in full; and

(c) The Benton County Sheriff, or designee, after having received payment of their administration fee, has issued a written order directing the release of the impounded vehicle.

Notwithstanding any other provision of this code, a rental car business may immediately redeem a rental vehicle it owns by payment of the costs of removal, towing and storage, whereupon the vehicle will not be held in impound.

Notwithstanding any other provision of this code, a motor vehicle dealer or lender with a perfected security interest in the vehicle may redeem or lawfully repossess a vehicle immediately by payment of the costs of removal, towing, and storage, whereupon the vehicle will not be held in impound for a suspended license. A motor vehicle dealer or lender with a perfected security interest in the vehicle may not intentionally collude with a registered owner to repossess and then return or resell a vehicle to the registered owner in an attempt to avoid the vehicle being held in impound. However, a vehicle or dealer with a perfected security interest in the vehicle is not precluded from selling, leasing or otherwise disposing of the vehicle in accordance with otherwise applicable law.

SECTION 7. Ordinance 349, Section 10 and BCC 10.06.080 are hereby amended to read as follows:

~~HARDSHIP RELEASE.~~ The Benton County Sheriff (~~or designee,~~ may issue a written order to release the vehicle from impound before the expiration of the impound period on the basis of economic or personal hardship to the spouse of the operator, the registered owner of a company vehicle, the representative of a rental car agency when ownership of the impounded vehicle has been determined to be in its name, any lending institution with a security interest in the impounded vehicle, or any other allowable party under the provisions of RCW 46.55.113, taking into

~~consideration public safety factors, including the operator's criminal history and driving record and upon payment of the fees required by BCC 10.06.090 herein.)~~ shall establish a method by which aggrieved registered owners of vehicles may seek and receive a hardship release.

The Benton County Sheriff may only grant a hardship release under the following circumstances:

(a) there exists economic or personal hardship to the spouse of the operator, taking into consideration public safety factors, including the operator's criminal history and driving record; or

(b) the owner of the vehicle was not the driver, the owner did not know that the driver's license was suspended or revoked, and the owner has not received a prior release under this subsection or RCW 46.55.113(3). The procedure to receive and review hardship release requests shall permit the submission of notarized affidavits in lieu of in person appearances. Releases authorized pursuant to this subsection shall be subject to the provisions of BCC 10.06.070(a).

SECTION 8. SEVERABILITY. If any provision of this ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 9. EFFECTIVE DATE. This ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this _____ day of _____, 2008.

Chairman of the Board.

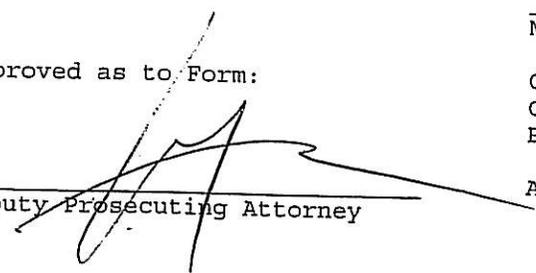
Chairman Pro-Tem.

Member.

Constituting the Board of
County Commissioners of
Benton County, Washington

Attest: _____
Clerk of the Board

Approved as to Form:



Deputy Prosecuting Attorney

June 3, 2008

Newspaper Advertisement

PUBLIC HEARING NOTICE

DATE: June 16, 2008

TIME: 9:05am (Outdoor Events Amendment) – 9:15am (Towing Amendment)

LOCATION: Commissioner's Conference Room, Benton County Courthouse
620 Market Street Prosser, WA 99350

PURPOSE: PROPOSED AMENDMENTS TO BENTON COUNTY ORDINANCES

The Benton County Sheriff's Office is proposing amendments to Benton County Codes (BCC) 10.22. & 7.16

The proposed amendment to BCC 10.22 serve to bring the Towing ordinance into compliance with the new law, enhances the ability of the Sheriff's Office to withstand Constitutional scrutiny for individual tow cases, and streamlines the process for the towing and redemption of vehicles.

The proposed amendments to BCC 7.16 provides protection and preservation of the peace, health, welfare, safety and property of the residents of Benton County to provide for the orderly and lawful conduct of outdoor events that draw large numbers of the public as spectators.

9:25

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 16 Jun 2008 Subject: Animal Control Memo Date: 12 Jun 2008 Prepared By: AJF Reviewed By:	Execute Contract Pass Resolution Pass Ordinance Pass Motion None	Consent Agenda Public Hearing 1st Discussion 2nd Discussion Other
	X	X

My main objective is to give an update on our "animal control" work. Time permitting, I will also update the Board on other projects, such as the South County Feasibility Study, WRIA 31, and Rattlesnake Mountain.

"ANIMAL CONTROL"

With successful resolution of the "dangerous and potentially dangerous dogs" issue in April through a contract for services with the City of West Richland, the BOCC then directed staff to begin earnest discussions with the City about a similar contractual arrangement to deal with general "animal control" (namely stray and nuisance dogs) in the unincorporated County. Both staff's understanding has been that we are discussing a relationship where the County would contract with the City for these services, and the County would have no active day-to-day participation in animal control.

Benton County has developed a good working relationship with the City, working on Red Mountain planning and Interchange projects, and successfully putting the mutually-beneficial GIS and Dangerous Dogs contracts in place. West Richland has been helpful and enthusiastic as we begin these broader "animal control" discussions.

RECENT TIMELINE

- April:** "Dangerous dogs" contract with West Richland in-place; direction given to pursue similar contract with City for general "animal control";
- 5/08:** First staff meeting with West Richland (Sparks, Smith Kelty, Fyall; with Chief Layne Erdman and Rick Morrell). Tasks assigned.
- May:** Loretta looked into possible County-owned parcels that would be appropriate for a new facility. None were identified. West Richland prefers a couple of sites near the defunct race track in the area of the Keene/Van Giesen intersection.
- 6/05:** Feedback on County issues along with City ordinance provided to County.
- 6/11:** Adam and Ryan begin ordinance/interlocal agreement discussions, strategizing process.
- 6/16:** Update BOCC on progress.
- July:** Provide draft policies, ordinance, and agreement to BOCC for consideration and further direction.

CODES & AGREEMENTS

I have identified three pieces we would need to put in place. I will be working with the Prosecutor to see if these are the right instruments to make "animal control" a reality for the County.

An **ordinance**, to codify our regulations and what we are going to enforce. West Richland has provided their ordinance for us to use as a template, and Ryan Brown and I have had an initial discussion of how and when we will draft a strawman for the Board. An **interlocal agreement** for creation of the new facility – property acquisition, construction, equipment, et cetera. A **contract** for services for West Richland to provide animal control services for Benton County.

COSTS-BUDGET-NEEDS

West Richland currently employs 1.0 FTE in their operation. They foresee moving to 2.0 at start-up with the County, and I think 2.5-3.0 would be better for budgeting. The City was still in the midst of their cost and facility research at the time of our last discussion, but it seems as though they run a pretty lean and efficient operation now. We are still waiting to get firmer facility, FF&E, and operations numbers from the City. Costs may depend on use projections which will ultimately depend on the mix of services the Board desires. In our initial discussions, there wasn't anything that West Richland discussed that was jaw-dropping.

MAJOR ISSUES

These are some of the questions and issues that will need to be resolved. I have received feedback on these from Chief Erdman of West Richland. Based on that feedback and any additional direction from the Board, staff will bring the Board a first draft of the ordinance and interlocal agreement that we think most realistically addresses these issues:

Geographic Scope: *Where*, in the unincorporated areas of the County will "animal control" apply?

Animal Scope: Which animals will ordinance address and in what capacity? We are focusing on dogs now.

Facility Needs: West Richland has done work on this and continues to do so. Based on our projected needs, facility and equipment needs can be assessed. West Richland has been in contact with Ellensburg, and thinks the Ellensburg model is a good one to use.

Disposal: West Richland currently uses a facility in Grandview for cremation.

Euthanasia: West Richland advises that we be very specific on this matter.

Restitution: West Richland has asked about whether the County wants to collect restitution.

Citation Power: Will West Richland animal control officers have citation power in the County, or do we even want citations as a form of penalty in our ordinance?

Spay-Neuter: Developing low-cost spay-neuter services truncates our long-term costs and is good for public relations. West Richland agrees to the importance of this.

Outreach and Information: We need to be prepared to get timely and accurate information to the public and the other cities about what we have in place in regards to animal control, if anything happens at all. When the last article appeared in the paper merely stating that the County and City were working on this issue, people starting calling the City thinking they were handling our animals!

And there will be other issues. This is just what we discussed in our first meeting, and what West Richland has given feedback on to date.

REALISTIC SCHEDULE

Even with our usual road blocks and delays, everything above can be achieved much faster than a facility can actually be sited, designed, bid, contracted, built, inspected, and opened for operation. The latter is probably Spring 2009 at best, and that's if we get cracking and do not have major hurdles to overcome. There is no way that the current West Richland pound could handle anything more than the "dangerous dogs" from the County; so unless some temporary space can be leased somewhere for a year, putting an ordinance and a contract in-place might be on hold for a time since they cannot be implemented by the City anyway under the current conditions. However, given some circumstances surrounding the existing pound, the City is highly-motivated to relocate and will want to accelerate that process if we are able to reach an agreement.

#

9:45 am

Franchise Discussion

L Bowman

9.50

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>June 11, 2008</u>	Execute Agreement _____	Consent Agenda _____
Subject: <u>Klickitat County</u>	Pass Resolution _____	Public Hearing _____
<u>Bridge Inspections</u>	Pass Ordinance _____	1st Discussion <u>X</u> _____
Prepared by: <u>lssh</u>	Pass Motion <u>X</u> _____	2nd Discussion _____
Reviewed by: <u>rbd</u>	Other _____	Other _____

BACKGROUND INFORMATION

Benton County Received a letter from Jacob Armstrong, P.E., Interim Public Works Director for Klickitat County. They have had 100% turnover in the engineering staff there at Klickitat County. In September 2007 their bridge inspector quit. They needed help with bridge inspections, so Benton County staff assisted them by completing the inspections in 5 days. Klickitat County has hired staff to complete the bridge inspections, but the training period is only offered once a year in March, so they missed the opportunity to complete the bridge inspection training. Benton County staff is willing to once again complete the inspections for Klickitat County and expects to spend 5 days in order to do that. Benton County was reimbursed for all costs associated with the inspection process. Attached please find a copy of the 2007 Agreement that Benton County entered into with Klickitat County for bridge inspections.

SUMMARY

Klickitat County must complete bridge inspections by December 31, 2008 to be in compliance with Federal regulations.

RECOMMENDATION

Benton County Engineer recommends that staff complete the bridge inspections and data entry for Klickitat County.

FISCAL IMPACT

Benton County will be reimbursed for any and all cost associated with the inspection process by Klickitat County.

MOTION

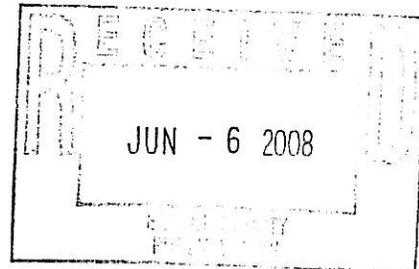
Approve that Benton County Public Works staff start the process to create an Interlocal Cooperation Agreement for Bridge Inspections by Benton County staff for Klickitat County.

KLICKITAT COUNTY

PUBLIC WORKS DEPARTMENT



228 WEST MAIN STREET, MAIL STOP, CH-19, GOLDENDALE, WASHINGTON 98620 • FAX 509 773-5713 • VOICE 509 773-4616
JACOB C. ARMSTRONG, P.E. - INTERIM PUBLIC WORKS DIRECTOR



June 4, 2008

Ross Dunfee, P.E.
Public Works Director/County Engineer
Benton County
PO Box 1001
Prosser, WA 99350-0854

RE: Bridge Inspection

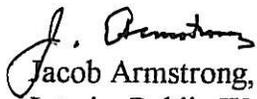
Ross,

Greetings from Klickitat County! I assume you are aware of the 100% turnover in engineering staff in Klickitat County in the last 2 years. The new Director begins on June 16 and we are interviewing for Assistant County Engineer on the 20th of June. As a result, we have a 'new' staff and no bridge inspection experience. Help!

Please accept this letter as a request for Benton County to inspect the Klickitat County bridges in 2008 and bill us for expenses. We will have Denise Lee work with your experienced inspector. Denise will attend WSDOT training and we should be ready to do our inspection in 2009.

Thank you.

Respectfully yours,


Jacob Armstrong, P.E.
Interim Public Works Director

Return Name and Address:
Benton County Public Works
P.O. Box 1001
Prosser, WA 99350

PLEASE PRINT OR TYPE INFORMATION:

Document Title: Interlocal Cooperation Agreement Bridge Inspection
Grantor(s) (Last name first, first name, middle initials): 1. Klickitat County 2. 3. 4. Additional names on page _____ of document.
Grantee(s) (Last name first, first name, middle initials): 1. Benton County 2. 3. 4. Additional names on page _____ of document.
Legal description (abbreviated: i.e., lot, block, plat or section, township, range, qtr./qtr.) N/A Additional legal is on page _____ of document.
Reference Number(s) of documents assigned or released: N/A Additional numbers on page _____ of document.
Assessor's Property Tax Parcel/Account Number: <u>(MUST HAVE 15 DIGITS)</u> N/A Property Tax Parcel ID is not yet assigned. Additional parcel numbers on page _____ of document.
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.



C 23607

**INTERLOCAL COOPERATION AGREEMENT
BRIDGE INSPECTION**

THIS AGREEMENT is made and entered into this 11th day of September, 2007, by and between Klickitat County whose address is 228 West Main Street, Mail Stop CH-19, Goldendale, Washington, 98620 (hereinafter "Klickitat County") and Benton County, whose address is P.O. Box 1001, Prosser, Washington, 99350 (hereinafter "Benton County").

WHEREAS, Klickitat County, desires to utilize Benton County personnel to inspect bridges and has requested that Bridge Inspection Team, complete their bridge inspections before the end of the year; and

WHEREAS, the parties hereto agree that Benton County shall inspect Klickitat County's bridges pursuant to the Washington Interlocal Cooperation Act, RCW 39.34, and RCW 35.21.730 - .740.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

1. **Responsibilities of Benton County.** Benton County agrees to inspection services for all required Klickitat County bridges, as follows:
 - A. Benton County Project Manager will oversee Lead Inspector and Assistant Inspector in all aspects of bridge inspection and file maintenance.
 - B. Complete visual field inspections on all required bridges before December 31, 2007; Benton County will complete inspection reports and data entry and comply with all requirements of the Washington State Department of Transportation (WSDOT) Local Programs Bridge Preservation Office.
 - C. Make sure soundings are completed if necessary.
 - D. Take digital photos if necessary.
 - E. Create damage or repair reports if necessary.
 - F. Route a copy of all inspection reports to Klickitat County along with any damage or repair reports

2. **Responsibilities of the Klickitat County:** Klickitat County shall have the following duties and responsibilities under this Agreement:

- A. Review all inspection reports.

- B. Review all damage or repair reports. Complete or retain consultant, private contractor, or WSDOT Bridge Preservation to perform maintenance and repair on bridges if necessary if called for within the bridge reports..
 - C. Keep information current on level of contact in case of emergency closure.
 - D. Reimburse all Benton County costs for personnel, equipment, mileage, hotel accommodations, meals, etc. for inspection of the bridges, preparation and submittal of reports and filing needed for the bridge files.
3. **Representation, Warranties, and Indemnities:**
- A. Klickitat County represents and warrants to Benton County that it has authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2).
 - B. Benton County represents and warrants to Klickitat County that it has the authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2).
 - C. Each party shall defend, protect, and hold harmless the other party from and against all claims, suits, and/or actions arising from negligent or intentional acts or omissions of that party's employees and agents while performing this Agreement. In case of joint negligence, any damages allowed shall be levied in proportion to the percentage of negligence attributed to each party.
4. **Duration of Agreement.** The term of this Agreement shall commence upon the execution by both parties and shall expire on December 31, 2007.
5. **Termination of Agreement.** This Agreement may be terminated by either party, by providing written notice to the designated contacts for each party identified in Section 12 of this Agreement. This written notice must be served on the other party within sixty days (60) of the date of termination.
6. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provisions herein, and such other provisions shall remain in full force and effect.
7. **No Third-Party Rights.** Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein not to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.

- 8. **Assignability.** The rights, duties, and other obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- 9. **Entire Agreement.** This Agreement and any amendments thereto mutually agreed to by the parties, constitutes the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.
- 10. **Dispute Resolution.** It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, then the parties agree to first submit the dispute to non-binding mediation/dispute resolution before resorting to litigation.
- 11. **Litigation.** In the event that any suit or action is instituted by either party to enforce compliance with or interpret any of the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to collect, in addition to necessary court costs, such sums as the court may adjudge as reasonable attorney fees. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court for Benton County, Washington.
- 12. **Notices.** All notices and demands shall be in writing and sent to the parties hereto at their address as follows:

To Benton County: Benton County Public Works
P.O. Box 1001
Prosser, WA 99350-0954

To Klickitat County: Klickitat County
228 West Main Street,
Mail Stop CH-19,
Goldendale, WA, 98620

13. **Filing of Agreement.** A copy of this Agreement shall be filed with the Benton County Auditor.

14. **Evidence of Authority.** Upon execution of this Agreement, Klickitat County shall provide Benton County and Benton County shall provide Klickitat County with a certified copy of the resolution, ordinance, or other authority given to execute this Agreement pursuant to RCW 39.34.030(2), and said document will be attached hereto and incorporated herein as Exhibit "A" (Klickitat County) and Exhibit "B" (Benton County).

IN WITNESS WHEREOF said parties have caused this Agreement to be signed by the duly authorized officials on the day and year first written above.

KLICKITAT COUNTY,
WASHINGTON

BENTON COUNTY,
WASHINGTON

By: Ray Thayer
Chairman, Board of County
Commissioners

By: Jo M. Freeman
Chairman, Board of County
Commissioners

Attest:

[Signature]
Clerk of the Board
Date: _____

Attest:

[Signature]
Clerk of the Board
Date: 9-24-07

Approved as to form:

[Signature]
Klickitat County Prosecuting Attorney
Date: 9/5/07

Approved as to form:

[Signature]
Benton County Prosecuting Attorney
Date: 9/17/07

EXHIBIT A

BEFORE THE BOARD OF COUNTY COMMISSIONERS
Klickitat County, Washington

IN THE MATTER OF)
AN INTERLOCAL COOPERATIVE)
AGREEMENT WITH BENTON COUNTY)
FOR THE INSPECTION OF)
Klickitat County BRIDGES)

Resolution No. 18807

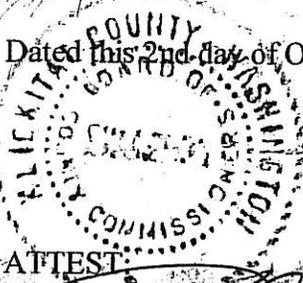
WHEREAS, Klickitat County does not have staff available to inspect Klickitat County Bridges; and

WHEREAS, Benton County has the staff and means to perform bridge inspection for Klickitat County; and

WHEREAS, the Board of Klickitat County Commissioners and the Board of Benton County Commissioners desire to enter into an Interlocal Cooperative Agreement for inspection of Klickitat County Bridges.

NOW, THEREFORE BE IT HEREBY RESOLVED that the Board of Klickitat County Commissioners has authorized the Chairman to sign the Interlocal Cooperative Agreement with Benton County.

Dated this 2nd day of October 2007.



ATTEST:

[Handwritten Signature]
Clerk of the Board
Klickitat County, Washington

BOARD OF COUNTY COMMISSIONERS
Klickitat County, Washington

Ray Thayer
Chairman

Don Strubbs
Commissioner

Art M. Lutz
Commissioner



RESOLUTION 07 698

Exhibit B

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

**IN THE MATTER OF COUNTY ROADS, RE: INTERLOCAL COOPERATION
AGREEMENT FOR BRIDGE INSPECTIONS FOR KLICKITAT COUNTY**

WHEREAS, the bridge inspector for Klickitat County recently left, and some of their bridges are due to have bridge inspections completed before the end of the year, and they have asked that Benton County Bridge Inspection staff aid them in inspecting those bridges; and

WHEREAS, the parties hereto agree that Benton County Staff should inspect some of the bridges in Klickitat County and complete all the reports and paperwork as described in the agreement, NOW, THEREFORE,

BE IT RESOLVED that the Interlocal Cooperation Agreement Bridge Inspection with Klickitat County be approved and the Chairman of the Board of Benton County Commissioners is hereby authorized to sign said agreement.

Dated this 24 day of Sept., 2007

Leo M. Beneman
Chairman, Board of Benton County
Commissioners

Claude R. Olson
Chairman Pro-Tem

Max E. Benitz
Member

Attest: Cami McKie
Clerk to the Board

Constituting the Board of County
Commissioners of Benton County,
Washington