

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for October 5, 2005

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Frank H. Brock, Chairman; Neva J. Corkrum, Chair Pro Tem; Bob Koch, Member; Fred Bowen, County Administrator; and Mary Withers, Clerk to the Board.

OFFICE BUSINESS

Secretary Patricia Shults met with the Board.

Consent Agenda

Motion - Mrs. Corkrum: I move for approval of the consent agenda as follows:

1. Approval of ***Out-of-State Travel Request*** for Ryan Verhulp to attend the Public Risk Management Association (PRIMA) Government Risk Management Seminar (GRMS) in Las Vegas, Nevada, October 17-21, 2005, for an estimated cost of \$383.35. (Exhibit 1)
2. Approval of **Resolution 2005-421** for the AIA Document A101 – 1997 Standard Form of Agreement between Owner, Franklin County Sheriff's Department, and Contractor, Radian Communication Services, Inc., for the construction of a communications tower in Kahlotus, Washington, Project Number 116-40-70012, for a cost of \$264,931 to be paid from the Miscellaneous Franklin County Enhanced 911 Budget, Number 139-000-001, line item 594.28.63.0001 (Tower Construction); and authorizing the Chairman to sign said agreement on behalf of the Board. (Exhibit 2)
3. Approval of **Resolution 2005-422** for Professional Services Contract between James A. Sewell & Associates and Franklin County regarding engineering and development of the Basin City Water/Sewer District water and sewer systems. (Exhibit 3)
4. Approval of **Resolution 2005-423** for an intra budget transfer in the amount of \$800 within the 2005 Current Expense Planning & Building Budget, Building Department, Number 001-000-130, from line item 524.20.45.0001 (Equipment Rental) to line item 524.20.49.0003 (Tuition/Schooling). (Exhibit 4)

Second by Mr. Koch. 3:0 vote in favor.

Vouchers/Warrants

Motion – Mrs. Corkrum: I move for the approval of vouchers as follows for a total of \$54,313.27: Franklin County RV Facility warrants 188 through 192 for \$454.01; Boating Safety warrant 370 for \$40.00; TRAC warrants 8863 through 8898 for \$17,367.99;

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Election Equipment Revolving warrants 281 through 283 for \$1315.15; Franklin County Enhanced 911 warrants 1068 through 1072 for \$10,732.67; Law Library warrants 955 and 956 for \$4642.48; Jail Commissary warrants 2105 through 2110 for \$5551.56; and Current Expense warrants 47122 through 47158 for \$14,209.41. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 5)

Planning

Mr. MacPherson told the Board about a vehicle accident that occurred this morning involving a building inspector and a county vehicle.

COLUMBIA RIVER CHANNEL COALITION

Dave Hunt, Executive Director of the Columbia River Channel Coalition, met with the Board.

Mr. Hunt thanked the Board for the Commissioners' support of the project for several years. He gave the Board a printed update on the project (Exhibit 6). The project has been in study, analysis, and court for more than 15 years. The dredging from 40 feet to 43 feet has started at the mouth of the Pacific Ocean from mile 3 to mile 15. By the end of this year, we expect to have completed dredging a total of 27 miles of the 103 total miles. We are making good progress. The project began the week after the lawsuit in U.S. District Court in Seattle was resolved in June. An appeal is pending with the 9th Circuit Court of Appeals in San Francisco. One benefit of the deeper channel is that it will help wheat growers compete with growers in other countries. With a 43 foot channel, we will be able to serve all Panamax class ships (ones that can get through the Panama Canal) and smaller. Mrs. Corkrum said she is glad the work is going forward. Mr. Brock said wheat is a big issue. Mr. Hunt said about 85% of Washington's wheat goes out the Columbia River.

KONA Reporter Dennis Shannon joined the audience.

Mr. Hunt said we are now working on continuing appropriations of funds. He asked the Board to continue to thank Senator Murray and Senator Cantwell and representatives for support and ask them to make continuing funding a priority in the next

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two years. All legislators from Washington, Oregon, Idaho and Montana have supported the project.

The total length of the project is 103.5 miles from the mouth of the Columbia to the port in Vancouver. The river channel width is 600 feet. Two ships can pass in the channel. The bar is dredged to 55 feet because of the huge tidal swing. It becomes 40 to 43 feet after the waves. There will be some tours of the dredges.

Mr. Brock asked where the silt is being placed. Mr. Hunt said about 70% of the silt is going to upland disposal sites. One of the biggest single sites is at the Port of Vancouver called the Columbia Gateway Project. There is more demand than material available except in the very lower part of the project near Astoria. No islands will be created. There is one deep water disposal site off shore which will hold almost 30% of the silt.

The north and south jetties at the mouth of the river that provide protection are increasing in danger of breaching. If they are breached, it would immediately start to fill in. It would be far more costly to replace the jetty than repair it. Senator Murray is attempting to obtain some money in this legislative session for the project. A similar problem occurred when Mt. St. Helens erupted.

AUDITOR

Auditor Zona Lenhart met with the Board.

Sequoia Contracts

Ms. Lenhart has received the contract from Sequoia for election equipment required by the Help Americans Vote Act (HAVA). The contract has been approved by Chief Civil Deputy Prosecutor Ryan Verhulp. The Commissioners are not required to sign but Ms. Lenhart wanted to have them be aware that the county will have to finance the difference between the amount that is received from a grant and the remainder. The total contract is \$442,901.97. Franklin County applied for a grant for the whole amount. The state is expected to grant Franklin County about \$257,000. It is possible the county will receive the full amount. Mr. Brock asked will we get continuing funds?

Ms. Lenhart said no, HAVA money is one-time money. People from the state have told

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Ms. Lenhart that they feel Franklin County will be given the full amount and won't have to finance anything but they don't meet until October 20.

Ms. Lenhart didn't want to sign the contract without the Board knowing we might have to finance \$180,000. We would pay it back using the Elections equipment revolving fund rather than Current Expense funds. Mr. Brock asked where do we get money to replace in the Elections revolving fund? Ms. Lenhart said we probably have about \$50,000 a year that we can make payments on.

Ms. Lenhart will be signing the contract and getting it back right away. The county has combined with Pierce County. Pierce County prepared the RFP and got a better rate.

Mr. Brock said he would like to have the commissioners sign all contracts. We indicate by our signature that we are not opposed. Ms. Lenhart said because it is Federal money, the Federal officials jumped over all legislative authorities throughout the country to expedite the work but she has no problem with the Board signing the contract. She would prefer it.

Mr. Brock asked Ms. Lenhart to have it put on the consent agenda on October 10.
Primary Election

A candidate has three days to decide whether he will ask for a recount. We can't proceed with ballot printing until the decision is made.

PUBLIC WORKS

Engineer Tim Fife met with the Board.

Supplemental Agreement: CRP 577/Everett Bridge

Motion – Mrs. Corkrum: I move the approval of Resolution 2005-424. It's a local agency agreement supplement between Franklin County Public Works and Washington State Department of Transportation for the Everett Bridge, CRP 577. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 7)

Mr. Fife said the state spent too much of our money inspecting the girders so they increased the bottom line in order to cover the charges they charged us.

BPA Easement

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A map showing BPA's power line was reviewed. BPA's easement is in conflict with a proposed road to tie Road 68 and Road 100 together. BPA is saying the county can't put a road in their easement.

The best solution was determined to be for the Franklin PUD or Big Bend Electric or both to buy out the line from BPA. PUD is willing to take the line, Big Bend is willing to put \$150,00 towards it, and City of Pasco will put some money towards it. The total cost is \$600,000. Mr. Fife said it is kind of half our road. The city is asking are we willing to participate in the cost at a \$50,000 level. The PUD will be the owner and operate and maintain it. Mr. Fife said some Federal aid funds could be transferred. The purchase needs to be done. Mr. Fife does not have an issue with doing it.

Mr. Brock said he doesn't think putting that road in from our standpoint would be a real high priority. Mr. Fife said it gives another option. Mr. Brock said his point is the city is going to have to put that road in. Mr. Fife said eventually it will have to go in but it will be a county road on one side. He explained by showing on the map.

Mrs. Corkrum asked what the Federal rural money can be used for. Mr. Fife said we can use it to build a road in the urban area. Mr. Brock said if that's the only money we have to put in -- Mr. Fife said that's it for now. Mr. Brock said he wouldn't give it as high priority for funding as other projects. Mr. Fife said the Board could say this is our participation for the road and Pasco has to build it. Mr. Brock said that would be okay.

Mr. Fife asked for consensus that you're willing to go ahead and do that transfer as our participation. The Board gave **consensus approval**.

Kahlotus Shop

Russ Humphreys from the state Department of Transportation has contacted Mr. Fife regarding the Kahlotus Shop. We allow the state to use the shop during the winter. The county parks a grader there and plugs it in. That's all we really need there. We've been doing that for about 12 years. The state is still interested in buying it. If they can't buy it, we can maybe prepare a formal lease. The state wants to make improvements such as adding a sand shed and storage shed.

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The Board asked what would happen to our grader? Mr. Fife said a condition of either a sale or lease would be that the county is allowed to continue using the site for our grader.

Mr. Fife recommended having a long-term lease such as 50 years and allowing the state to make improvements with the county able to hook into the power and use the storage. He asked if the Board wants to sell it. The Board said they do not want to sell it.

OTHER BUSINESS

Chief Civil Deputy Prosecutor Ryan Verhulp met with the Board.

Claims

Claim 2005-023 was reviewed involving a Sheriff's Office trailer striking a parked vehicle. The sheriff deemed the value at \$1045. Mr. Verhulp recommend approval of payment of the claim for \$1045.

Motion – Mr. Koch: I move that we accept the claim for damages for the total of \$1045. This is Resolution 2005-425. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 8)

Claim for Damages

Claim 2005-025 submitted by Nancy Schultz was reviewed. Ms. Schultz's claim is that she was driving on Sheffield Road near the intersection of Astoria and came upon a monument in the roadway, struck it, and it flipped up underneath her vehicle and caused damage of \$1704.73. Public Works Road Superintendent Ron Horn did an investigation and recommended denial as monuments are routinely removed from a place by multiple entities other than the county and it is not necessarily the county that controls the monuments. Mr. Verhulp also recommends denial.

Motion – Mrs. Corkrum: I move we deny the claim for damages to Nancy Schultz regarding her vehicle in the amount of \$1707.73. This is Resolution 2005-426. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 9)

COUNTY ADMINISTRATOR

County Administrator Fred Bowen met with the Board.

Grand Old 4th

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Mr. Brock said we want to keep the City of Pasco involved in the financial arrangements for the Grand Old 4th. Mr. Bowen said the county and city are sponsoring the Grand Old 4th and will pay TRAC \$30,000 to manage the event. The Board said they expected TRAC to handle the contracts and tickets.

Mr. Bowen said packets need to be put together for the volunteers working on the Grand Old 4th so that they and their families can get into the event. The Board said if they're going to volunteer, they shouldn't have to pay to get in to do it. Mr. Bowen said employees will not receive the packets because they are being paid to work.

Mr. Bowen said personal service agreements will be prepared with volunteers to satisfy the requirements from the state auditor.

Courthouse Renovation: Potential Change Order 106

Potential Change Order 106 was reviewed for \$1170 for floor leveling to correct a difference in elevation. The Board gave **consensus approval**.

Recessed at 10:19 a.m.

Reconvened at 10:23 a.m.

OTHER BUSINESS

Vouchers/Warrants

Motion – Mr. Koch: I move for approval of County Road Fund payroll for \$59,311.70; and Motor Vehicle Fund payroll for \$9771.37. Second by Mrs. Corkrum. 3:0 vote in favor.

Minutes


Motion – Mr. Koch: I move for approval of minutes for September 14, 19 and 21, 2005. Second by Mrs. Corkrum. 3:0 vote in favor.

Adjourned at 10:30 a.m.

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There being no further business, the Franklin County Board of Commissioners meeting was adjourned until October 10, 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Chairman


Chairman Pro Tem


Member

Attest:


Clerk to the Board

Approved and signed October 10, 2005.

EXHIBIT 1
STATE
OUT-OF-COUNTY TRAVEL REQUEST

October 5, 2005

THE BOTTOM 2 COPIES OF THIS FORM WILL GO TO THE TREASURER FOR PICK UP OF FUNDS WHICH WILL BE AVAILABLE THE DAY BEFORE DEPARTURE UNLESS OTHERWISE NOTIFIED

Name: Ryan Verhulst
Dates: October 16-21, 2005
Destination: Las Vegas, NV
Purpose: PRIMA - GRMS Conference
Account/Budget # ~~00000000~~ 112-000-001
~~00000000~~ 514.70 46
ESTIMATED EXPENSE

Mileage _____ Miles @ _____ Per Mile \$
Meals.....\$ 220.00
Lodging.....\$ 757.55
Registrations, Fares\$ 1155.80
Supplies less scholarship.....\$ <1750.00>
TOTAL.....\$ 383.35

Recommended: John Peterson 9/30/05
for (Elected Official/Dept. Head) (Date)

E. The person who has received advance travel monies must return any unexpended monies, a "Claim for Expenses Form" signed, and all necessary original receipts to the Treasurer's office within 10 days of the end of the official business conducted. (Ten days is the maximum allowed time. It is preferred that settlement of the travel claim occur upon return to work.)

Allowed by the Board of Commissioners, Franklin County, Wash.

Frank H. Brock
Frank H. Brock, Chair

Neva Z. Corkrum
Neva Z. Corkrum,
Chair Pro Tem

Robert E. Koch
Robert E. Koch,
Member

10/05/05

ADVANCED TRAVEL
(TO BE FILLED OUT BY TREASURER'S OFFICE)

	Original Advance	Additional Funds	Returned Funds	Actual Expenses
Check No.				
Date				
Amount				\$
Received by:				

FRANKLIN COUNTY RESOLUTION NO. 2005 421

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: AIA DOCUMENT A101 – 1997 STANDARD FORM OF AGREEMENT BETWEEN OWNER, FRANKLIN COUNTY SHERIFF'S DEPARTMENT, AND CONTRACTOR, RADIAN COMMUNICATION SERVICES, INC., FOR THE CONSTRUCTION OF A COMMUNICATIONS TOWER IN KAHLOTUS, WASHINGTON, PROJECT NUMBER 116-40-70012

WHEREAS, the Dispatch Supervisor received a Standard Form of Agreement between Owner and Contractor where the basis of payment is a stipulated sum, for Radian Communication Services, Inc. to construct a communications tower in Kahlotus, Washington; and

WHEREAS, the Architect is Tetra Tech Construction Services, Inc., located in Boise, Idaho; and

WHEREAS, the commencement date is August 22, 2005, with the substantial completion date of September 26, 2005, at a cost of \$264,931; and

WHEREAS, expenditures will be paid from the 2005 Miscellaneous Franklin County Enhanced 911 Budget, Number 139-000-001, line item 594.28.63.0001 (Tower Construction); and

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County;

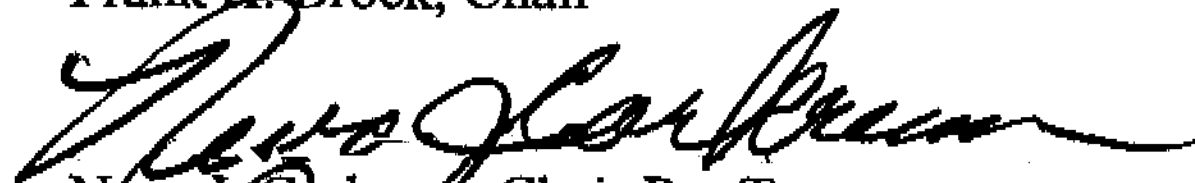
NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached AIA Document A101 – 1997 Standard Form of Agreement between Owner, Franklin County Sheriff's Department, and Contractor, Radian Communication Services, Inc., for the construction of a communications tower in Kahlotus, Washington, Project Number 116-40-70012, for a cost of \$264,931 to be paid from the Miscellaneous Franklin County Enhanced 911 Budget, Number 139-000-001, line item 594.28.63.0001 (Tower Construction).

BE IT FURTHER RESOLVED the Franklin County Board of Commissioners hereby authorizes the Chairman to sign said agreement on behalf of the Board.

APPROVED this 5th day of October 2005.

**BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON**


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

Attest:


Clerk to the Board

Originals: Auditor
Radian Communications
Tetra Tech Construction Services

cc: Dispatch
Minutes
Prosecutor
Sheriff



AIA® Document A101™ – 1997 Instructions

Standard Form of Agreement Between Owner and Contractor *where the basis of payment is a STIPULATED SUM*

2005 421

GENERAL INFORMATION

Purpose. AIA Document A101-1997 is intended for use on construction projects where the basis of payment is a stipulated sum (fixed price). It is suitable for any arrangement between the Owner and Contractor where the cost has been set in advance, either by bidding or by negotiation.

Related Documents. This document has been prepared for use in conjunction with AIA Document A201-1997, General Conditions of the Contract for Construction, which is adopted into A101-1997 by a specific reference. This integrated set of documents is suitable for most projects; however, for projects of limited scope, use of AIA Document A107-1997 may be considered.

The A101-1997 document is used as one part of the Contract Documents that memorialize the Contract for Construction between the Owner and the Contractor. The other Contract Documents are:

- General Conditions (i.e., A201-1997)
- Supplementary Conditions
- Drawings
- Specifications
- Modifications

Although the AIA does not produce standard documents for Supplementary Conditions, Drawings or Specifications, a variety of model and guide documents are available, including AIA's MASTERSPEC and AIA Document A511, Guide for Supplementary Conditions.

AIA Document A101-1997 is published in conjunction with the following related documents:

- A201-1997, General Conditions of the Contract for Construction
- A401-1997, Standard Form of Agreement Between Contractor and Subcontractor
- A511, Guide for Supplementary Conditions
- A701-1997, Instructions to Bidders
- B141-1997, Standard Form of Agreement Between Owner and Architect
- B151-1997, Abbreviated Standard Form of Agreement Between Owner and Architect
- C141-1997, Standard Form of Agreement Between Architect and Consultant
- C142-1997, Abbreviated Standard Form of Agreement Between Architect and Consultant

Dispute Resolution--Mediation and Arbitration. Through its adoption by reference of AIA Document A201-1997, this document contains provisions for mediation and arbitration of claims and disputes. Mediation is a non-binding process, but is mandatory under the terms of this agreement. Arbitration is mandatory under the terms of this agreement and binding in most states and under the Federal Arbitration Act. In a minority of states, arbitration provisions relating to future disputes are not enforceable but the parties may agree to arbitrate after the dispute arises. Even in those states, under certain circumstances (for example, in a transaction involving interstate commerce), arbitration provisions may be enforceable under the Federal Arbitration Act.

The AIA does not administer dispute resolution processes. To submit disputes to mediation or arbitration or to obtain copies of the applicable mediation or arbitration rules, call the American Arbitration Association at (800) 778-7879, or visit their Web site at www.adr.org.

Why Use AIA Contract Documents. AIA Contract Documents are the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. The documents reflect actual industry practices, not theory. They are state-of-the-art legal documents, regularly revised to keep up with changes in law and the industry--yet they are written, as far as possible, in everyday language. Finally, AIA contract documents are flexible: they are intended to be modified to fit individual projects, but in such a way that modifications are easily distinguished from the original, printed language.

Use of Non-AIA Forms. If a combination of AIA documents and non-AIA documents is to be used, particular care must be taken to achieve consistency of language and intent among documents.

Letter Forms of Agreement. Letter forms of agreement are generally discouraged by the AIA, as is the performance of a part or the whole of the Work on the basis of oral agreements or understandings. The standard AIA agreement forms have been developed through more than 100 years of experience and have been tested repeatedly in the courts. In addition, the standard forms have been carefully coordinated with other AIA documents.

Standard Forms. Most AIA documents published since 1906 have contained in their titles the words "Standard Form." The term "standard" is not meant to imply that a uniform set of contractual requirements is mandatory for AIA members or others in the construction industry. Rather, the AIA standard documents are intended to be used as fair and balanced baselines from which the parties can negotiate their bargains. As such, the documents have won general acceptance within the construction industry and have been uniformly interpreted by the courts. Within an industry spanning 50 states--each free to adopt different, and perhaps contradictory, laws affecting that industry--AIA documents form the basis for a generally consistent body of construction law.

Use of Current Documents. Prior to using any AIA document, the user should consult an AIA component chapter or a current AIA Documents Price List to determine the current edition of each document.

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CHANGES FROM THE PREVIOUS EDITION

A101-1997 revises the 1987 edition of A101 to reflect changes made in AIA Document A201-1997. It incorporates alterations proposed by architects, contractors, owners and professional consultants. The following are some of the significant changes made to the contents from the 1987 edition of A101:

Throughout: References in A101-1997 to the General Conditions refer specifically to A201-1997.

Article 2: The blank for exceptions to the Contractor's scope of Work has been eliminated.

Article 3: New emphasis is placed on the need to coordinate the date of commencement with the date of Substantial Completion. Space is also provided for bonus payments for early completion.

Article 5: Both progress payments and final payment are now covered in this article, entitled Payments. Payment of amounts not in dispute under Construction Change Directives is mandatory, as is release of retainage on completed Work at Substantial Completion. Advance payment to suppliers for materials and equipment not yet stored at the site is only permitted with the Owner's approval.

Article 6: Space is provided for identification of the Owner's and Contractor's representatives. Ten days' notice is required before a representative is changed.

USING THE A101-1997 FORM

Notices. Prospective bidders should be informed of any additional provisions which may be included in A101-1997, such as for liquidated damages or for stored materials, by an appropriate notice in the Bidding Documents and the provisions for Supplementary Conditions.

Modifications. Particularly with respect to professional or contractor licensing laws, building codes, taxes, monetary and interest charges, arbitration, indemnification, format and font size, AIA Contract Documents may require modification to comply with state or local laws. Users are encouraged to consult an attorney before completing or modifying a document.

In a purchased paper AIA Contract Document, necessary modifications may be accomplished by writing or typing the appropriate terms in the blank spaces provided on the document, or by attaching Supplementary Conditions, special conditions



AIA Document A101™ – 1997

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM

AGREEMENT made as of the 2nd Day of August day of
in the year of 2005
(In words, indicate day, month and year)

BETWEEN the Owner: Franklin County Sheriff's Department
(Name, address and other information)

412 Clark Street 1016 N. 4th Avenue
Pasco, WA. 99301-3706

and the Contractor: Radian Communication Services, Inc.
(Name, address and other information)

22125 11th AVE SE Suite 117
Bothell, WA. 98201
Phone: 425-398-5556
Fax: 425-398-2566

The Project is: Communications Tower Project
(Name and location)

Project Number: 116-40-70012
Kalotus, WA

The Architect is: Tetra Tech Construction Services, Inc.
(Name, address and other information)

3380 Americana Terrace, Suite 201
Boise, ID.
(208) 489-2836

The Owner and Contractor agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Date of Commencement: August 22nd, 2005

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than _____ days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

Substantial Completion date: September 26th 2005

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be _____ Dollars

(\$ 264,931.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)

§ 4.3 Unit prices, if any, are as follows:

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the _____ day of _____ month, the Owner shall make payment to the Contractor not later than the _____ day of _____ month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than (_____) days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of _____ percent (_____ %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.8 of AIA Document A201-1997;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of _____ percent (_____ %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-1997.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-1997.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 TERMINATION OR SUSPENSION

§ 6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

§ 6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 7.3 The Owner's representative is:
(Name, address and other information)

Pat Hogan
1016 N. 4th Avenue
Pasco, WA 99301-3706
509-546-5891
Fax: 509-545-3843
phogan@co.franklin.wa.us

§ 7.4 The Contractor's representative is:
(Name, address and other information)

Kirk Jones
Area Manager
22125 17th Ave SE Suite 117
Bothell, WA 98201
Phone: 425-398-5556
Fax: 425-398-2566
Mobile: 425-471-3480
Email: Kirk.Jones@radiancorp.com

§ 7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 7.6 Other provisions:

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

§ 8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

§ 8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

§ 8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated and are as follows

Document	Title	Pages
----------	-------	-------

§ 8.1.4 The Specifications are those contained in the Project Manual dated as in Section 8.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
---------	-------	-------

§ 8.1.5 The Drawings are as follows, and are dated **April, 2005**
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

unless a different date is shown below:

Number	Title	Date
--------	-------	------

§ 8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

**Franklin County Sheriff's Department
Communications Tower Project
Addendum #1
June 22, 2005**

All Plan Holders are notified of the following changes to the Franklin County Sheriff's Department Communications Tower Project:

Specifications:

- The drawings contained in the spec book immediately after specification section 10850 numbered E1 (11x17), E2 (11x17) and E3 (8 1/2x 11) are part of specification 10850. Drawings S1, E1 & E2 listed separately in the specification book index are 24"x36" drawings.
- Page 21 of 29, paragraph O.2: Liquidated damages shall begin on October 3rd, 2005 not August 15th, 2005.
- Page 21 of 29, paragraph N: This paragraph does not apply to this project.

Drawings:

- Drawing E1: Site Grounding Plan – Eliminate the ground bond to the rebar cage shown.
- Drawing E2: The lighting controller and associated tower lights should be listed as a E2 system with strobes not an A1 system.

Valmont Microflect Drawings:

- Testing – There is no requirement for tensile testing of the rock anchors after grouting in place. Field inspectors will be on site during boring to insure that at least 15 feet of hard competent rock is penetrated with each anchor.
- The foundation piers shown on Valmont D-119351 may be constructed round instead of square. Round design must be approved by Valmont engineer prior to construction. Contractor is responsible for all costs incurred due to this change.

08/02/2005 TUE 17:59 FAX 4286 North Side

0002/002

No. M339 /04-05

CERTIFICATE OF INSURANCEISSUE DATE (MM/DD/YY)
8/2/05**PRODUCER**

Aon Reed Stenhouse
20 Bay Street
Toronto, Ontario Canada
M5J 2N8
Issued by: Vivian Lee
Direct Line 416-888-5888
INSURED

Radian Communication Services, Inc.
22125-17th Avenue SE, Suite 117
Bothell, WA 98021
USA

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR OWNER'S & CONTRACTOR'S PROT. X EXPLOSION, COLLAPSE & UNDERGROUND HAZARDS X CONTRACTUAL LIABILITY X PREMISES & OPERATIONS X CROSS LIABILITY X BROAD FORM PROPERTY DAMAGE	GLTO-310133-004	Dec 1/04	Dec 1/05	GENERAL AGGREGATE PRODUCTS-COMP/OPS AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 TENANT'S LEGAL LIABILITY (Per location) \$2,000,000 MEDICAL EXPENSE (Any one person) \$2,500
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY AUTOMOBILE CONTRACTUAL LIABILITY	MXA 80250868	July 18/03	July 18/06	COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) Included BODILY INJURY (Per accident) Included PROPERTY DAMAGE Included
C	EXCESS LIABILITY X UMBRELLA FORM - Follow Form General Liability, Automobile Liability, OTHER THAN UMBRELLA FORM	UMTO315184004	Dec 1/04	Dec 1/05	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
D	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	WC328402 Workers Compensation Policy	May 21/05	May 21/06	X STATUTORY LIMITS (EACH ACCIDENT) \$1,000,000 (DISEASE-POLICY LIMIT) \$1,000,000 (DISEASE-EACH EMPLOYEES) \$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Re: Communication Tower Project, project number: 116-40-70012 Kalotus, WA

With respect to the General Liability Coverage, Franklin County Sheriff's Department and it's Engineer and Tetra Tech are added as Additional Insured(s), but only with respect to Liability arising out of the operations of Radian Communication Services Inc

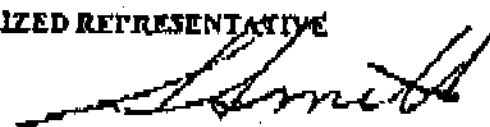
CERTIFICATE HOLDER

Franklin County Sheriff's Department
412 Clark Street
Pasco, WA 99301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED, TERMINATED OR MATERIALLY ALTERED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 CALENDAR DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER.

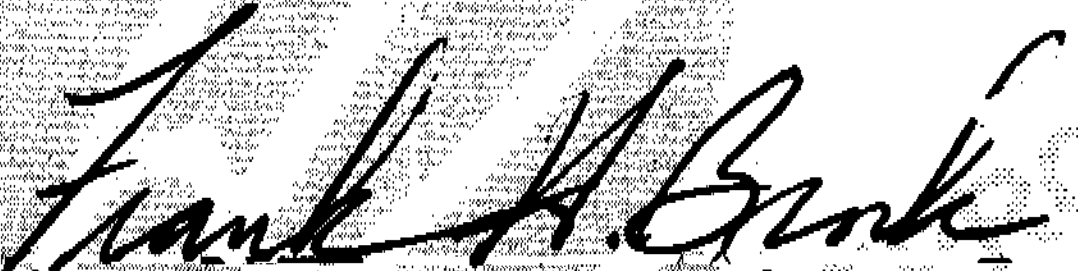
AUTHORIZED REPRESENTATIVE



§ 8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.


OWNER (Signature) 10/5/05


CONTRACTOR (Signature)

Frank H. Brock, Chairman
(Printed name and title)
Franklin County
Board of Commissioners

Kirk Jones, Area Manager
(Printed name and title)

APPROVED AS TO FORM:


Ryan E. Verhulp
Chief Civil Deputy PA

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

or referenced amendments. Modifications directly to purchased paper AIA Contract Documents may also be achieved by striking out language. However, care must be taken in making these kinds of deletions.

Under NO circumstances should standard language be struck out to render it illegible. For example, users should not apply blocking tape, correction fluid or Xs that would completely obscure text. Such practices may raise suspicion of fraudulent concealment, or suggest that the completed and signed document has been tampered with. Both parties should initial handwritten changes. Using AIA software, modifications to insert information and revise the standard AIA text may be made as the software permits. By reviewing properly made modifications to a standard AIA Contract Document, parties familiar with that document can quickly understand the essence of the proposed relationship. Commercial exchanges are greatly simplified and expedited, good faith dealing is encouraged, and otherwise latent clauses are exposed for scrutiny. AIA Contract Documents may not be retyped or electronically scanned. Retyping can introduce typographic errors and cloud legal interpretation given to a standard clause. Furthermore, retyping and electronic scanning are not permitted under the user's limited license for use of the document, constitute the creation of a derivative work and violate the AIA's copyright.

Cover Page. Date: The date represents the date the Agreement becomes effective. It may be the date an original oral agreement was reached, the date the Agreement was originally submitted to the Owner, the date authorizing action was taken or the date of actual execution. It will be the date from which the Contract Time is measured unless a different date is inserted under Section 3.1.

Parties: Parties to the Agreement should be identified using the full address and legal name under which this Agreement is to be executed, including a designation of the legal status of both parties (sole proprietorship, partnership, joint venture, unincorporated association, limited partnership or corporation [general, limited liability, closed or professional], etc.). Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached. Other information may be added, such as telephone numbers and electronic addresses.

Project: The proposed Project should be described in sufficient detail to identify: (1) the official name or title of the facility; (2) the location of the site; (3) the proposed building usage; and (4) the size, capacity or scope of the Project.

Architect: As in the other Contract Documents, the Architect's full legal or corporate title should be used.

Article 2 The Work of This Contract. If portions of the Work are to be performed by persons or entities other than the Contractor, these should be indicated in the Supplementary Conditions.

Article 3 Date of Commencement and Substantial Completion. The following items should be included as appropriate:
§ 3.1 The date of commencement of the Work should be inserted if it is different from the date of the Agreement. It should not be earlier than the date of execution (signing) of the Agreement. After the first sentence, enter either the specific date of commencement of the Work, or if a notice to proceed is to be used, enter the sentence, "The date of commencement shall be stipulated by the notice to proceed." When time of performance is to be strictly enforced, the statement of starting time should be carefully weighed.

§ 3.3 The time within which Substantial Completion of the Work is to be achieved may be expressed as a number of days (preferably calendar days) or as a specified date. If a specified date is used and the date of commencement is to be given in a notice to proceed, these dates must be carefully coordinated to allow sufficient time for completion of the Work. Any requirements for earlier Substantial Completion of portions of the Work should be entered here if not specified elsewhere in the Contract Documents.

Optionally, insert any provisions for liquidated damages relating to failure to complete on time, or for bonus payments for early completion. Liquidated damages are not a penalty to be inflicted on the Contractor, but must bear an actual and reasonably estimable relationship to the Owner's loss if construction is not completed on time. There is little or no legal precedent to support the proposition of linking a bonus with a penalty. If liquidated damages are to be assessed because delayed construction will result in actual loss to the Owner, the amount of damages due for each day lost should be entered in the Supplementary Conditions or the Agreement. Factors such as confidentiality or the need to inform subcontractors about the amount of liquidated damages will help determine the placement of such language. If provision for liquidated damages is included, it should be carefully drafted by the Owner's attorney. Such a provision may be based on the following sample language:

"The Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the Work is substantially complete:
 Dollars (\$ _____)."

For further information on liquidated damages, penalties and bonus provisions, see AIA Document A511, Guide for Supplementary Conditions.

Article 4 Contract Sum

§ 4.1 Enter the Contract Sum payable to the Contractor.

§ 4.2 Identify any alternates described in the Contract Documents and accepted by the Owner. If decisions on alternates are to be made subsequent to execution of A101-1997, attach a schedule showing the amount of each alternate and the date it expires.

§ 4.3 Enter any unit prices, cash allowances or cash contingency allowances. If unit prices are not covered in greater detail elsewhere in the Contract Documents, the following provision for unit prices is suggested:

"The unit prices listed below shall determine the value of extra Work or changes in the Work, as applicable. They shall be considered complete and shall include all material and equipment, labor, installation costs, overhead and profit. Unit prices shall be used uniformly for additions or deductions."

Specific allowances for overhead and profit on Change Orders may be included under this section to forestall disputes over future Change Order costs.

Article 5 Payments

§ 5.1.2 Insert the time period covered by each Application for Payment if it differs from the one given.

§ 5.1.3 Insert the time schedule for presenting Applications for Payment, and indicate due dates for making progress payments. The last day upon which Work may be included in an Application should normally be no less than 14 days prior to the payment date, in consideration of the 7 days required for the Architect's evaluation of an Application and issuance of a Certificate for Payment and the time subsequently accorded the Owner to make Payment in Article 9 of A201. The Contractor may prefer a few additional days to prepare the Application. Due dates for payment should be acceptable to both the Owner and Contractor. They should allow sufficient time for the Contractor to prepare an Application for Payment, for the Architect to certify payment, and for the Owner to make payment. They should also be in accordance with time limits established by this Article and Article 9 of A201-1997.

§ 5.1.6.1 Indicate the percent retainage, if any, to be withheld when computing the amount of each progress payment. The Owner frequently pays the Contractor the bulk of the earned sum when payments fall due, retaining a percentage to ensure faithful performance. These percentages may vary with circumstances and localities. The AIA endorses the practice of reducing retainage as rapidly as possible, consistent with the continued protection of all affected parties. See AIA Document A511, Guide for Supplementary Conditions, for a complete discussion.

§ 5.1.6.2 Insert any additional retainage to be withheld from that portion of the Contract Sum allocable to materials and equipment stored at the site. Payment for materials stored off the site should be provided for in a specific agreement and enumerated in Section 7.6. Provisions regarding transportation to the site and insurance protecting the Owner's interests should be included.

§ 5.1.8 Describe any arrangements to reduce or limit retainages indicated in Sections 5.1.6.1 and 5.1.6.2, if not explained elsewhere in the Contract Documents. A provision for reducing retainage should provide that the reduction will be made only if the Architect judges that the Work is progressing satisfactorily. If the Contractor has furnished a bond, demonstration of the surety's consent to reduction in or partial release of retainage must be provided before such reduction is effected. Use of AIA Document G707A is recommended.

§ 5.2.2 Insert the date by which Owner shall make final payment, if it differs from the one stated. When final payment is requested, the Architect should ascertain that all claims have been settled or should define those which remain unsettled. The Architect should obtain the Contractor's certification required by Article 9 of A201-1997 and must determine that, to the best of the Architect's knowledge and belief and according to the Architect's final inspection, the requirements of the Contract have been fulfilled.

Article 7 Miscellaneous Provisions

§ 7.2 Enter any agreed-upon interest rate for overdue payments.

§ 7.3 Identify the Owner's representative and indicate how that person may be contacted.

§ 7.4 Identify the Contractor's representative and indicate how that person may be contacted.

§ 7.6 Insert other provisions here.

Article 8 Enumeration of Contract Documents

A detailed enumeration of all Contract Documents must be made in this article.

EXECUTION OF THE AGREEMENT

The Agreement should be executed in not less than triplicate by the Owner and the Contractor. The persons executing the Agreement should indicate the capacity in which they are acting (i.e., president, secretary, partner, etc.) and the authority under which they are executing the Agreement. Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.

FRANKLIN COUNTY RESOLUTION NO.

2005 422

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: PROFESSIONAL SERVICES CONTRACT BETWEEN JAMES A. SEWELL & ASSOCIATES AND FRANKLIN COUNTY REGARDING ENGINEERING AND DEVELOPMENT OF THE BASIN CITY WATER/SEWER DISTRICT WATER AND SEWER SYSTEMS

WHEREAS, James A. Sewell & Associates was selected after an interview process in August 2005 to provide engineering services in connection with the development of water and sewer utilities to serve the community of Basin City; and

WHEREAS, the term of the contract shall begin immediately upon execution by the County and James A. Sewell & Associates will immediately begin planning, engineering and developing the infrastructure of the Basin City Water/Sewer District water system and the Basin City Water/Sewer District sewer system, with services completed at the time of Final Acceptance by the County; and

WHEREAS, the maximum total amount payable by the County to the consultant shall not exceed \$10,000 and will be paid utilizing funds from the Non-Departmental Budget, Number 001-000-700, line item 519.90.41.0004 (Professional Services) until reimbursement is received by the County from the Community Development Block Grant; and

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

WHEREAS, the Board of County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Professional Services Contract between James A. Sewell & Associates and Franklin County regarding engineering and development of the Basin City Water/Sewer District water and sewer systems.

APPROVED this 5th day of October 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

Attest:


Clerk to the Board

Originals: Auditor
Minutes
James A. Sewell & Associates

cc: County Administrator
Prosecutor

PROFESSIONAL SERVICES CONTRACT**2005 422****FRANKLIN COUNTY/JAMES A. SEWELL & ASSOCIATES**

THIS CONTRACT is made and entered into in duplicate originals by and between **FRANKLIN COUNTY**, a municipal corporation, with its principal offices at 1016 North Fourth, Pasco, Washington 99301, hereinafter "**COUNTY**," and **JAMES A. SEWELL & ASSOCIATES**, with its principal offices at 9 S. Washington, Suite 708, Spokane, WA 99201-3718, hereinafter "**CONSULTANT**."

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

1. DURATION OF CONTRACT

The term of this Contract shall begin immediately upon execution by the COUNTY, and James A. Sewell & Associates will immediately begin planning, engineering and developing the infrastructure of the Basin City Water/Sewer District water system and the Basin City Water/Sewer District sewer system. Services shall be completed at time of Final Acceptance by the County.

2. SERVICES PROVIDED BY THE CONSULTANT

The CONSULTANT shall perform the following services: See attached Scope of Work, Exhibit "A."

a. A detailed description of the services to be performed by the CONSULTANT is set forth in Exhibit "A," which is attached hereto and incorporated herein by reference.

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

c. The CONSULTANT shall perform according to standard industry practice of the work specified by this Contract.

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

e. The CONSULTANT shall, from time to time, during the progress of the work, confer with the COUNTY. The CONSULTANT shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

3. SERVICES PROVIDED BY THE COUNTY

In order to assist the CONSULTANT in fulfilling its duties under this Contract, the COUNTY shall provide the following:

a. Relevant information as exists to assist the CONSULTANT with the performance of the CONSULTANT'S services.

b. Coordination with other County Departments or other Consultants as necessary for the performance of the CONSULTANT'S services.

c. Services, documents, or other information identified in Exhibit "A."

4. CONTRACT REPRESENTATIVES

a. For CONSULTANT: James A. Sewell & Associates

Name of Representative: Andrew K.S. Tom

Title: Professional Civil Engineer

Mailing Address: 9 S. Washington, Suite 708

City, State, and Zip Code: Spokane, WA 99201-3718

Telephone Number: (509) 747-5794

Fax Number: (509) 747-5798

E-Mail Address: atom@jasewell.com

b. For COUNTY:

Name of Representative: Fred H. Bowen

Title: Franklin County Administrator

Mailing Address: 1016 N. Fourth Avenue

City, State, and Zip Code: Pasco, WA 99301

Telephone Number: (509) 545-3578

Fax Number: (509) 545-3573

E-Mail Address: fbowen@co.franklin.wa.us

5. COMPENSATION

a. For the services performed hereunder, the CONSULTANT shall be paid based upon mutually agreed rates contained in Exhibit "B," which is attached hereto and incorporated herein by reference. The maximum total amount payable by the COUNTY to the CONSULTANT under this Contract shall not exceed \$10,000.

b. No payment shall be made for any work performed by the CONSULTANT, except for work identified and set forth in this Contract or supporting exhibits or attachments.

c. The CONSULTANT may, in accordance with Exhibit "B," submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of work completed to date. Invoices shall cover the time CONSULTANT performed work for the COUNTY during the billing period. The COUNTY shall pay the CONSULTANT for services rendered and will remit payment within thirty (30) days from the date of billing.

d. The CONSULTANT shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.

e. In the event the CONSULTANT has failed to perform any substantial obligation to be performed by the CONSULTANT under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, then the COUNTY may, in its sole discretion, upon written notice to the CONSULTANT, withhold any and all monies due and payable to the CONSULTANT, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for purposes of this contract means faithfully fulfilling the terms of this contract with variances only for technical or minor omissions or defects.

f. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONSULTANT will not be paid for any billings or invoices presented for payment prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

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

b. No amendment, modification or renewal shall be made to this Contract unless set forth in a written Contract Amendment, signed by both parties and

attached to this Contract. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

a. The CONSULTANT 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 CONSULTANT'S acts, errors or omissions in the performance of this CONTRACT. PROVIDED HOWEVER, that the CONSULTANT'S obligations hereunder shall apply only to the percentage of fault attributable to the CONSULTANT, its employees or agents.

b. In any and all claims against the COUNTY, officers, officials, employees, and agents by any employee of the Consultant, sub-CONSULTANT, contractor, 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 CONSULTANT or sub-CONSULTANT under Worker's Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONSULTANT expressly waives any immunity the CONSULTANT might have had under such laws. By executing the Contract, the CONSULTANT 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 CONSULTANT makes with any sub-CONSULTANT or agent performing work hereunder.

c. The CONSULTANT'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 CONSULTANT, the CONSULTANT'S employees, agents or sub-CONSULTANTS.

8. INSURANCE

a. Professional Legal Liability:

The CONSULTANT, if he is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the CONSULTANT'S profession and shall be written subject to limits of not less than \$1,000,000 per loss.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONSULTANT'S services defined in this Contract. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONSULTANT'S services as defined by this Contract including testing,

monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract.

b. Worker's Compensation and Employer's Liability:

The CONSULTANT shall maintain worker's compensation insurance as required by Title 51, RCW, and shall provide evidence of coverage to the Franklin County Risk Management Division. If this contract is over \$50,000, then the CONSULTANT shall also maintain Employees Liability Coverage with a limit of not less than One Million Dollars (\$1,000,000.00).

c. Commercial General Liability:

If the CONSULTANT has contact with the public arising out of the scope of the CONSULTANT'S services defined in this Contract, the CONSULTANT shall maintain Commercial General Liability coverage for bodily injury, personal injury, and property damage, subject to limits of not less than \$1,000,000 per loss. The general aggregate limit shall apply separately to this Contract and be no less than \$2,000,000.

The CONSULTANT will provide Commercial General Liability coverage which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the CONSULTANT will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard Commercial General Liability policy, including contractual liability coverage.

d. Automobile Liability:

The CONSULTANT shall maintain automobile liability insurance as follows:

_____ The CONSULTANT shall maintain Business Automobile Liability Insurance with a limit of not less than \$1,000,000.00 each accident combined Bodily Injury and Property Damages. Coverage shall include owned, hired, and non-owned automobiles.

- OR -

_____ The CONSULTANT shall maintain Automobile Liability insurance or equivalent form with a limit of not less than \$100,000.00 each accident combined Bodily Injury and Property Damage. The aggregate limit shall be at least \$300,000.00. If a personal lines Auto Liability policy is used to meet this requirement, it must include a business rider and must cover each vehicle to be used in the performance of this Contract and the certificates of insurance must evidence these conditions have been met. If the CONSULTANT will use non-owned vehicles in performance of this Contract, the coverage shall include owned, hired and non-owned automobiles. - OR -

 X Not Applicable.

e. **Other Insurance Provisions:**

f. The CONSULTANT'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.

g. Where such coverage is required, the CONSULTANT'S Commercial General Liability Insurance and Automobile Liability insurance shall include the COUNTY, its officers, officials, employees and agents with respect to performance of services.

h. Where such coverage is required, the CONSULTANT'S Commercial General Liability Insurance and Automobile Liability insurance and Automobile Liability insurance shall contain no special limitations on the scope of protection afforded to the COUNTY as additional insured.

i. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.

j. The CONSULTANT'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.

k. The CONSULTANT shall include all sub-CONSULTANTS as insured under its policies or shall furnish separate certificates and endorsements for each sub-CONSULTANT. All coverage for sub-CONSULTANTS shall be subject to all of the requirements stated herein.

l. 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.

m. The CONSULTANT 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 CONSULTANT'S liability coverage is written as a claims made policy, then the CONSULTANT must evidence the purchase of an extended reporting period or "tail" coverage for a three year period after project completion.

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

The CONSULTANT shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A:7 with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

o. The CONSULTANT shall furnish the COUNTY with properly executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be canceled, 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.-

p. The CONSULTANT shall furnish the COUNTY with evidence that the additional insured provision required above has been met. Acceptable forms of evidence is the endorsement pages of the policy showing the COUNTY as an additional insured.

q. The CONSULTANT shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, send written verification to Franklin County that the CONSULTANT is currently paying Workers Compensation.

r. Written notice of cancellation or change shall be mailed to the COUNTY at the following address:

ATTN: Fred H. Bowen
Franklin County Administrator
1016 North Fourth Avenue
Pasco, Washington 99301

s. The CONSULTANT or its broker shall provide a copy of any and all insurance policies specified in the Contract upon request of the Franklin County Risk Manager.

9. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by Certified Mail to the CONSULTANT. In that event, the COUNTY shall pay the CONSULTANT for all cost incurred by the CONSULTANT in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 5 of this Contract.

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision of this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the COUNTY to the CONSULTANT. After the effective date, no charges incurred under this Contract are allowable.

c. If the CONSULTANT breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may terminate this Contract, in which case the COUNTY shall pay the CONSULTANT only for the costs of services accepted by the COUNTY, in accordance with Section 5 of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONSULTANT shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONSULTANT'S breach.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

b. The CONSULTANT warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONSULTANT

a. The CONSULTANT'S services shall be furnished by the CONSULTANT as an Independent CONSULTANT and not as an agent, employee or servant of the COUNTY. The CONSULTANT specifically has the right to direct and control CONSULTANT'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONSULTANT acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and the CONSULTANT is not entitled to any County benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Franklin County employees.

c. The CONSULTANT shall have and maintain complete responsibility and control over all of its sub-CONSULTANTS, employees, agents, and representatives. No sub-CONSULTANT, employee, agent, or representative of the CONSULTANT shall

be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.

d. The CONSULTANT shall assume full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal, or state legislation which is now or may during the term of this Contract be enacted as to all persons employed by the CONSULTANT and as to all duties, activities and requirements by the CONSULTANT in performance of the work on this project and under this Contract and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations.

e. The CONSULTANT agrees to immediately remove any of its employees or agents from assignment to perform services under this Contract upon receipt of a written request to do from the COUNTY'S contract representative or designee.

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONSULTANT relating to the performance of this Contract. The CONSULTANT shall keep all records required by this Contract for five (5) years after termination of this Contract for audit purposes.

15. NONDISCRIMINATION

The CONSULTANT, its assignees, delegates or sub-CONSULTANTS 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, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with Initiative 200, Sec. 1 (effective 12/3/98).

16. OWNERSHIP OF MATERIALS/WORK PRODUCED

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

b. An electronic copy of all word processing documents shall be submitted to the COUNTY, upon request or at the end of the job using the word processing program and version specified by the COUNTY.

17. DISPUTES

Difference between the CONSULTANT and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONSULTANT 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.

18. CHOICE OF LAW, JURISDICTION AND VENUE

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

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Franklin County, Washington.

19. 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.

20. ENTIRE AGREEMENT

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

21. NOTICES

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

The parties to this Contract have executed this Contract in original duplicates as of the date written below.

This Contract shall take effect this 5th day of ~~September~~ ^{October} 2005.

CONSULTANT:

BOARD OF COUNTY COMMISSIONER
Franklin County, Washington

Firm: James A. Sewell & Associates

By: Joe M. Olmstead P.E.
Andrew K.S. Tom, P.E.

Signature: Joe M. Olmstead
Partner

Title: Professional Civil Engineer

Frank H. Brock
Frank H. Brock, Chair

Neva J. Conkrum
Neva J. Conkrum, Chair Pro Tem

Robert E. Koch
Robert E. Koch, Member

ATTEST BY:

Mary Withers
Clerk of the Board

Approved As To Form:

STEVE M. LOWE, #14670/#91039
Prosecuting Attorney for
Franklin County

by: R. E. Vernulp
Ryan E. Vernulp
Deputy Prosecuting Attorney

EXHIBIT "A"

PROFESSIONAL SERVICES CONTRACT

FRANKLIN COUNTY/ JAMES A. SEWELL & ASSOCIATES

SERVICES PROVIDED BY THE PARTIES

1. The services to be performed by the CONSULTANT under this Contract, which are described in Section 2 of the Contract (SERVICES PROVIDED BY THE CONSULTANT), are set forth as follows:
 - a. Provide Preliminary Engineering Services in connection with the development of water and sewer utilities to serve the community of Basin City.
 - b. Evaluate existing water rights and water permits in the general area.
 - c. Develop strategy for providing sufficient rights and/or permits for the water supply needs of the community.
 - d. Involve RCAC in process to provide assistance with valuing existing water system (funded by USDA Rural Development.)
 - e. Review existing report(s) for inclusion in future studies.
 - f. Develop funding strategy for acquisition and improvement of water system(s).
 - g. Develop strategy for negotiations with current owner of water system.
 - h. Evaluate situation with health issues at the Mobile Home Park and investigate how the W/S District could provide assistance to owner of Mobile Home Park with the goal being inclusion into Basin City Water/Sewer District.
 - i. Involve hydro-geologic firm for development of well water source.
 - j. Provide consultation and report to the County Administrator and Basin City W/S District on issues of water rights, public health, project scope and potential funding sources.
2. The services to be performed by the COUNTY under this Contract, which are described in Section 3 of the Contract (SERVICES PROVIDED BY THE COUNTY), are set forth as follows (if applicable):
 - a. None.

EXHIBIT "B"

PROFESSIONAL SERVICES CONTRACT

FRANKLIN COUNTY/ JAMES A. SEWELL & ASSOCIATES

COMPENSATION

1. The CONSULTANT'S compensation under this Contract, which is described in Section 5 of the Contract (COMPENSATION), is set forth as follows:

The maximum total amount payable by the COUNTY to the CONSULTANT under this Contract shall not exceed \$10,000.

PROFESSIONAL SERVICES CONTRACT REQUIRED INSURANCE PROVISIONS MATRIX

TYPE COVERAGE	OF	WHEN REQUIRED	OCCURRENCE LIMIT	AGGREGATE LIMIT
Professional Legal Liability		If CONSULTANT falls within the class of professionals designated on page 2 of Exhibit C.	See page 2 of Exhibit C for the appropriate limit.	Not Applicable
Workers' Compensation		Statutory	N. A.	N. A.
Commercial General Liability		If there is contact with the public.	1. If less than \$25,000.00, the limit is \$500,000.00. 2. If between \$25,000.00 and \$1,000,000.00, the limit is \$1,000,000.00. 3. If between \$1,000,000.00 and \$5,000,000.00, the limit is \$2,000,000.00. 4. If greater than \$5,000,000.00 the limit is set by Risk Management Division.	1. If less than \$25,000.00, the limit is \$1,000,000.00. 2. If between \$25,000.00 and \$1,000,000.00 the limit is \$2,000,000.00. 3. If between \$1,000,000.00 and \$5,000,000.00, the limit is \$5,000,000.00. 4. If greater than \$5,000,000.00, the limit is set by Risk Mgt. Division.
Automobile Liability		If driving is involved and contract is less than \$25,000.00.	\$100,000.00 each accident combined bodily injury and property damage.	\$300,000.00
Business Automobile Liability		If driving is involved and contract is greater than \$25,000.00.	\$1,000,000.00 each accident combined bodily injury and property damage.	Not Applicable

PROFESSIONAL LIABILITY INSURANCE LIMIT SCHEDULE

PROFESSIONS:	PROFESSIONAL LIABILITY
ACCOUNTANTS	\$1,000,000
ARCHITECTS	1,000,000
ATTORNEYS	1,000,000
CONSULTANTS	1,000,000
COUNSELORS	250,000
DIETITIANS	100,000
EMBALMER	1,000,000
ENGINEERS	1,000,000
ESCROW AGENT	1,000,000
FIRE SPRINKLER SYSTEM CONSULTANTS	1,000,000
LANDSCAPE ARCHITECTS	250,000
NUTRITIONISTS	250,000
PRIVATE DETECTIVES	500,000
PROCESS SERVERS	250,000
PSYCHOLOGISTS	1,000,000
REAL ESTATE APPRAISER	1,000,000
SURVEYORS	1,000,000
VETERINARIANS	1,000,000
HEALTH CARE	MEDICAL MALPRACTICE
DENTAL HYGIENIST	1,000,000
DENTISTS	1,000,000
EMERGENCY MEDICAL TECHNICIAN	1,000,000
NURSES	1,000,000
OSTEOPATHS	2,000,000
PHARMACISTS	1,000,000
PHYSICAL THERAPIST	1,000,000
PHYSICIANS	2,000,000
SANITARIANS	1,000,000
SEX OFFENDER TREATMENT PROVIDERS	1,000,000
TRADES	ERRORS AND OMISSIONS
AUCTIONEERS	100,000
PLUMBERS	500,000
SECURITY GUARDS	100,000
WATER WELL CONSULTANT/OPERATOR	

FRANKLIN COUNTY RESOLUTION NO. 2005 423

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: INTRA BUDGET TRANSFER IN THE AMOUNT OF \$800 WITHIN THE
2005 CURRENT EXPENSE PLANNING & BUILDING BUDGET,
BUILDING DEPARTMENT, NUMBER 001-000-130**

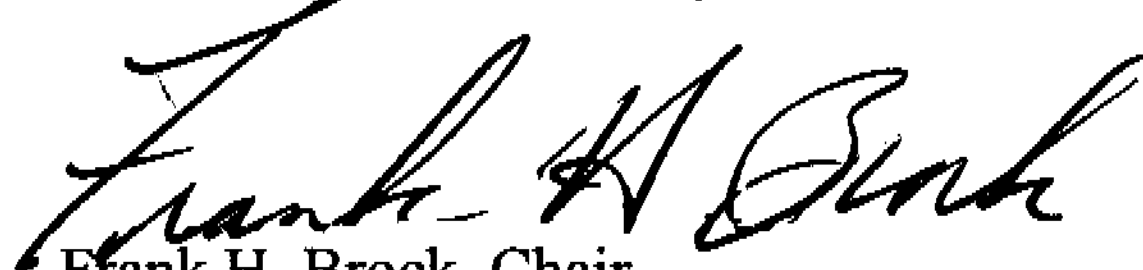
WHEREAS, the Planning & Building Director requested a transfer due to insufficient funds in the Tuition/Schooling line item; and

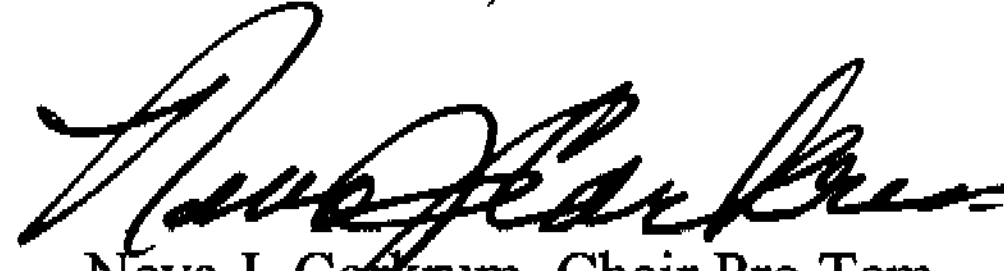
WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and authorized a transfer in the amount of \$800 for this purpose;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves an intra budget transfer in the amount of \$800 within the 2005 Current Expense Planning & Building Budget, Building Department, Number 001-000-130, from line item 524.20.45.0001 (Equipment Rental) to line item 524.20.49.0003 (Tuition/Schooling).

APPROVED this 5th day of October 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem

Attest:


Clerk to the Board


Robert E. Koch, Member

Originals: Auditor
Minutes
Planning/Building

cc: Accounting Department
Transfer Notebook

October 5, 2005

RECEIVED
FRANKLIN COUNTY COMMISSIONERS

OCT 4 2005

DATE: October 4, 2005

To: Franklin County Board of Commissioners

FROM: Jerrod MacPherson, Planning & Building Director

RE: Inner Budget Transfers

As the Building Division -130 has insufficient funds allocated for specific line items I am requesting you allow inter fund transfers as discussed in our meeting of

FROM CODE: 524.20.45.0001(Equipment AMOUNT \$ 800.00
TO CODE: 524.20.49.0003(Tuition/School AMOUNT \$ 800.00

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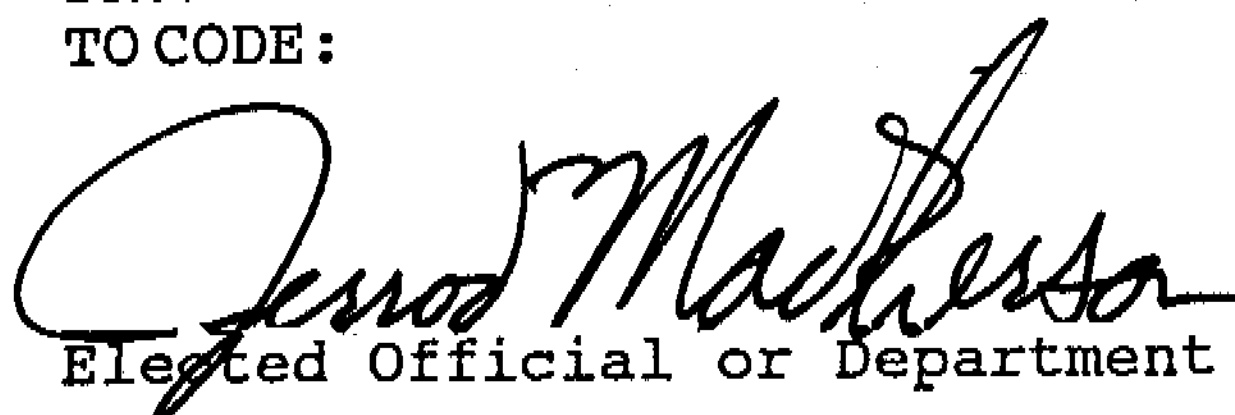

Elected Official or Department Head

EXHIBIT 5
Franklin County Auditor

October 5, 2005

1016 North 4th Avenue
Pasco, WA 99301

ZONA LENHART, Auditor
509-545-3840 • Fax: (509) 545-2142
www.co.franklin.wa.us

P.O. Box 1451
Pasco, WA 99301

October 5, 2005

Franklin County Commissioners:

Vouchers audited and certified by the auditing officer by RCW 42.24.080, expense reimbursement claims certified by RCW 42.24.090, have been recorded on a listing, which has been sent to the board members.

Action: As of this date, October 5, 2005,
Move that the following warrants be approved for payment:



FUND	WARRANT	AMOUNT
Expenditures	<u>Range</u>	<u>Issued</u>
Franklin County RV Facility	188-192	\$454.01
Boating Safety	370	\$40.00
TRAC	8863-8898	\$17,367.99
Election Equipment Revolving	281-283	\$1,315.15
Franklin County Enhanced 911	1068-1072	\$10,732.67
Law Library	955-956	\$4,642.48
Jail Commissary	2105-2110	\$5,551.56
Current Expense	47122-47158	\$14,209.41

In the amount of **54,313.27**. The motion was seconded by
And passed by a vote of **3** to **0**.



Accounting
545-3505

Elections
545-3538

Recording
545-3536

Licensing
545-3533

COLUMBIA RIVER CHANNEL IMPROVEMENT PROJECT:

2005 Channel Deepening Begins: On June 25th, U.S. Army Corps of Engineers' contractor Great Lakes Dredge and Dock Company began deepening a 14-mile stretch of the lower Columbia River navigation channel from 40 to 43 feet. Upon completion of work in the lower Columbia River, the Corps will deepen another 10 miles of the upper channel near Portland/Vancouver. Channel deepening is underway!

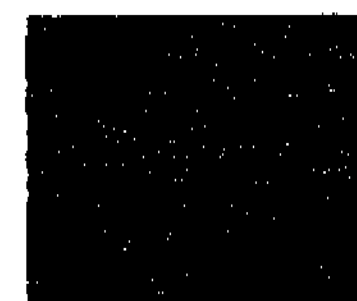
Litigation Successfully Resolved: On June 15th, a U.S. District Court judge ruled in favor of the Columbia River Channel Improvement Project. The judge determined that the Corps, NOAA Fisheries, and sponsor ports (ports of Portland and St. Helens in Oregon and Kalama, Longview, Vancouver and Woodland in Washington) had properly analyzed the project's impacts under federal law. The judge agreed that the Corps had taken the requisite "hard look" at project impacts as required by the National Environmental Policy Act. The judge also concluded that NOAA Fisheries had properly reviewed the project's impacts to salmon. In August, an appeal was filed in the Federal 9th District Court in San Francisco.

Ecosystem Restoration Continues: The first ecosystem restoration feature of the project was completed last fall at Lord-Walker Island (near Longview) to provide improved habitat for migrating juvenile salmon. Additional ecosystem restoration features will significantly contribute to the health of the Columbia River, including restoration of tidal marsh, wetlands, native riparian vegetation, shallows, and fish access to spawning streams in the estuary. These features go above and beyond mitigation to actually improve the estuary and river.

Funding Moving Forward: Washington and Oregon have appropriated full state matching funds totaling \$55.4 million for the project and the federal government has appropriated \$19 million to date. Both the U.S. House and Senate have allocated \$15 million more for fiscal year 2006, which matches the President's budget request for the project. Combined with state funds and work conducted this year, the Corps estimates the \$15 million will allow deepening of the channel to approximately river mile 40 in 2006. The total project cost is \$150.5 million. The Corps' most recent economic analysis found that for every dollar invested in the project, the nation receives \$1.66 in transportation cost savings.

Thanks for your continuing support!

Columbia
River



Channel
Coalition

Founded by
Lower
Columbia River
Maritime
Ports

Oregon
Port of Portland
Port of St. Helens

Washington
Port of Kalama
Port of Longview
Port of Vancouver
Port of Woodland

6208 N. Ensign St.
Portland, OR 97217 USA
Tel(503)285-6343
Fax(503)285-6350
CRCC@ChannelCoalition.com
www.ChannelDeepening.com

COLUMBIA RIVER CHANNEL IMPROVEMENT PROJECT:

Columbia
River



Channel
Coalition

Founded by
Lower
Columbia River
Maritime
Ports

Oregon
Port of Portland
Port of St. Helens

Washington
Port of Kalama
Port of Longview
Port of Vancouver
Port of Woodland

Economically Vital:

- Columbia/Snake River commerce supports **over 40,000 jobs in our region** – from barley producers in Boise to longshoreman in Vancouver to bar pilots in Astoria – with average annual wages of \$46,000. **An additional 59,000 jobs are positively influenced.**
- The river transports **over 33 million tons of cargo worth \$15 billion each year.**
- Deepening the lower Columbia River navigation channel from 40 to 43 feet is critical to **ensure the vitality of this regional transportation network.**
- Total project cost is estimated at \$150.5 million. **For every \$1 invested in deepening yields \$1.66 in national economic benefit.**
- **Over 225 business, labor, agriculture, maritime, and community groups support a 43-foot channel to fully load the deep-draft, fuel-efficient ships that dominate the transpacific fleet and carry Northwest cargo around the world.**

Environmentally Responsible:

- Deepening will be done only in the 600-foot wide navigation channel, not in the shallow areas of the river that host threatened and endangered species. **Because nearly half the channel is already naturally deeper than 43 feet, only 3.5% of the total river between the mouth and Portland/Vancouver requires deepening.**
- The material to be dredged **meets all health and safety standards.**
- The **Independent scientific panel** found no measurable effects on ESA-listed species.
- **Only the Columbia River** will be deepened. The Willamette River, once part of the project, has been separated and deferred while Superfund issues are addressed.
- **Mitigation and adaptive management will address all unavoidable impacts.**
- **Ecosystem restoration features** – above and beyond any required mitigation – **will leave the river in better environmental condition than before the project.**
- **All federal and state environmental regulatory agencies approved the project after extensive reviews and significant public comment.**

Clearing Hurdles, Moving Forward:

- ✓ Columbia River Channel Improvement Project authorized by Congress – 1999
- ✓ U.S. Fish & Wildlife Service and NOAA Fisheries (formerly NMFS) each issued favorable “no jeopardy” Biological Opinions – May 2002
- ✓ Final Supplemental Environmental Impact Statement issued – January 2003
- ✓ OR & WA water quality & coastal zone management approvals granted – June 2003
- ✓ WA & OR appropriated full state match (\$27.7 M each = 35% of total) – 2003
- ✓ U.S. Congress approved three appropriations totaling \$10 Million – FY2001-04
- ✓ Pending state lawsuits favorably resolved – November 2003
- ✓ Record of Decision (ROD) completed regulatory process – January 2004
- ✓ Congressional Omnibus language included ecosystem restoration – January 2004
- ✓ Project listed in President’s FY2005 Budget for first time – February 2004
- ✓ Corps & Ports signed Project Cooperation Agreement (PCA) – June 2004
- ✓ Oregon sold Lottery Bonds to free up all state matching funds – August 2004
- ✓ White House Office of Management and Budget completed favorable project review – August 2004
- ✓ U.S. President Bush amended FY 2005 proposed budget to include \$15 million for project – August 2004
- ✓ Ecosystem restoration construction began at Lord-Walker Island, near Longview, WA – September 2005
- ✓ U.S. Congress appropriated an additional \$9 million for the project – November 2004
- ✓ President’s proposed budget for FY 2006, recommended \$15 million for project – February 2005
- ✓ Both the U.S. House and Senate Energy & Water Appropriations Sub-committees included \$15 million for the project for FY2006 – June 2005
- ✓ Federal litigation was successfully resolved in favor of Channel Deepening – June 2005
- ✓ **Deepening of Channel from 40 to 43 feet began – June 2005**

REQUIRED NEXT STEPS:

⇒ **Additional federal appropriations to complete project – FY2007-08**

6208 N. Ensign St.
Portland, OR 97217 USA
Tel(503)285-6343
Fax(503)285-6350

CRCC@ChannelCoalition.com
www.ChannelDeepening.com

Columbia River Channel Coalition

Our mission is to build public consensus for an economically viable and environmentally sound plan to deepen and maintain the Columbia deep-draft federal navigation channel to accommodate larger ships and enhance trade and job opportunities.

Staff

*Dave Hunt, Executive Director ~ e-mail: Dave@ChannelCoalition.com
Theeme Holznagel, Assistant Director ~ e-mail: Theeme@ChannelCoalition.com
Michelle Hosie, Office Assistant ~ email: CRCC@ChannelCoalition.com*

Board of Directors

*Ken O'Hollaren, President
Lanny Cawley
Larry Paulson*

*David Ripp
Peter Williamson
Bill Wyatt*

Columbia River Coalition Supporters:

- Advanced American Diving Services, Inc.
- AFSCME, AFL-CIO Council 75, Local 1847
- Agricultural Business Council of Oregon
- Agricultural Cooperative Council of Oregon
- Amalgamated Transit Union, Local 757, Portland
- Ashforth Pacific, Inc.
- Associated General Contractors, Oregon-Columbia Chapter
- Associated Oregon Industries
- Association of Western Pulp and Paper Workers
- Azumano Travel
- Bank of America
- Benton County Commission
- Benton-Franklin Council of Governments
- Benton-Franklin-Walla Walla Reg. Transportation Planning Org.
- Bi-Zi Farms
- Blueback Council, Navy League of U.S.
- Boise Area Chamber of Commerce
- Boise Cascade Corporation
- Bricklayers & Allied Craftworkers, Local 1
- Cascade General
- Central Labor Council of Clark, Skamania & West Klickitat Counties
- Central Eastside Industrial Council
- CH2MHill
- City of Boardman, Oregon
- City of Clarkston, Washington
- City of Hermiston, Oregon
- City of Hood River, Oregon
- City of Kalama, Washington
- City of Kelso, Washington
- City of Kennewick, Washington
- City of Lewiston, Idaho
- City of Longview, Washington
- City of Milton-Freewater, Oregon
- City of Pasco, Washington
- City of Pendleton, Oregon
- City of Richland, Washington
- City of Salem, Oregon
- City of The Dalles, Oregon
- City of Vancouver, Washington
- City of Walla Walla, Washington
- Clackamas County Commission
- Clackamas County Economic Development Commission
- Clark County Home Builders Association
- Milton-Freewater Chamber of Commerce
- Montana Agricultural Business Association
- Montana Grain Elevators Association
- Montana Farm Bureau Federation
- Montana Grain Growers Association
- Montana, Schulz Grain & Trading Company
- Montana Wheat & Barley Committee
- Morrow County Public Employees Union 2479
- National Association of Wheat Growers
- Nez Perce County Commission
- North Clackamas County Chamber of Commerce
- Northwest Hay Cubers, Processors, & Exporters Association
- Northwest Industrial Neighborhood Association
- Northwest Oregon Labor Council
- Northwest Underwater Construction, LLC
- Oregon AFL-CIO
- Oregon Board of Agriculture
- Oregon Business Association
- Oregon Cattlemen's Association
- Oregon Chapter of American Merchant Marine Veterans
- Oregon Farm Bureau
- Oregon Feed & Grain Association Inc.
- Oregon International Port of Coos Bay
- Oregon Machinists Council
- Oregon Potato Commission
- Oregon Public Ports Association
- Oregon Society of Farm Managers & Rural Appraisers
- Oregon State Building & Construction Trades Council
- Oregon Transportation Commission
- Oregon Wheat Growers League
- Pacific Coast Metal Trades District Council
- Pacific Northwest District Council of Carpenters
- Pacific Northwest Economic Region
- Pacific Northwest Grain & Feed Association
- Pacific Northwest Regional Council of Carpenters
- Pacific Northwest Waterways Association
- Pacific Rim Trade Association
- Pendleton Building Trades Council
- Pendleton Chamber of Commerce
- Perkins & Company, P.C.
- Pile Drivers, Divers and Shipwrights, Local 2416
- Plumbers & Fitters, Local 290
- Port of Benton, Washington

Columbia River Channel Coalition Supporters Continued

- Clark County Transportation Alliance
- Clark/Cowlitz Farm Bureau
- Clarkston Chamber of Commerce
- Clatsop/ Tillamook Counties Central Labor Council
- Columbia Bank
- Columbia County (Oregon) Commission
- Columbia Corridor Association
- Columbia Pacific Building Trades Council
- Columbia River Bar Pilots
- Columbia River Customs Brokers & Forwarders Association
- Columbia River Economic Development Council
- Columbia River Pilots
- Columbia River Steamship Operators Association
- Columbia River Towboat Association
- Commercial Club of Portland
- Conkling Fiskum & McCormick
- Cowlitz County Commission
- Cowlitz County Economic Development Council
- Cowlitz County Council of Governments
- Cowlitz Wahkiakum Labor Council
- Emerson Construction
- Export Council of Oregon & Southwest Washington
- Forest Grove Chamber of Commerce
- Franklin County Commission
- Great Lakes Dredge & Dock Co.
- Greater Pasco Area Chamber of Commerce
- Greater Vancouver Chamber of Commerce
- Hermiston Chamber of Commerce
- Hoffman Construction Company
- Home Builders Association of Tri-Cities
- Hood River Chamber of Commerce
- Idaho AFL-CIO
- Idaho Association of Commerce & Industry
- Idaho Farm Bureau
- Idaho Grain Producers Association
- Identity Clark County
- Inland Boatman's Union of the Pacific
- International Brotherhood of Electrical Workers (IBEW), Local 48, Portland
- IBEW, Local 125, Portland
- IBEW, Local 280, Tangent
- IBEW, Local 970, Kelso-Longview
- International Longshore & Warehouse Union (ILWU), Int'l Office
- ILWU, Local 4, Vancouver
- ILWU, Local 8, Portland
- ILWU, Local 21, Longview
- ILWU, Local 40, Portland
- ILWU, Local 50, Astoria
- ILWU, Local 53, Newport
- ILWU, Local 92, Portland
- International Organization of Masters, Mates & Pilots
- International Union of Office Employees, Local 11
- International Union of Operating Engineers, Local 701
- International Union of Painters & Allied Trades, D.C. #5
- IOKA Farms, Inc.
- Ironworkers, Local 29, Portland
- Jackson County (Oregon) Commission
- Jones Stevedoring Company
- Kalama Chamber of Commerce
- Kaiser Permanente Health Foundation
- Kelso/Longview Chamber of Commerce
- Kennedy/Jenks Consultants
- Laborer's International Union of North America, Local 121
- Laborer's International Union of North America, Local 348
- Lane, Coos, Curry, Douglas Building Trades Council
- Lewiston, Idaho Chamber of Commerce
- Longview/Kelso Building Trades Council
- Louisiana Pacific Corporation
- Lower Columbia Contractors Association
- Marion County Commission (Oregon)
- Maritime Fire & Safety Association
- Metal Trades Council of Portland
- Merchants Exchange
- Mid-Columbia Central Labor Council
- Port of Camas/Washougal, Washington
- Port of Clarkston, Washington
- Port of Garibaldi, Oregon
- Port of Hood River, Oregon
- Port of Kalama, Washington
- Port of Kennewick, Washington
- Port of Lewiston, Idaho
- Port of Longview, Washington
- Port of Newport, Oregon
- Port of Morrow, Oregon
- Port of Pasco, Washington
- Port of Portland, Oregon
- Port of Siuslaw, Oregon
- Port of St. Helens, Oregon
- Port of The Dalles, Oregon
- Port of Umatilla, Oregon
- Port of Vancouver, Washington
- Port of Walla Walla, Washington
- Port of Whitman County, Washington
- Port of Woodland, Washington
- Portland Business Alliance
- Portland Development Commission
- Portland Federation of Teachers & Classified Employees, Local 111
- Portland General Electric
- Ports of Seattle & Tacoma, Joint Inland Infrastructure Committee
- Potlatch Corporation
- Regency Blue Cross Blue Shield of Oregon
- River Cities Chamber of Commerce (Longview/Kelso)
- Rodger Marine
- S. Brooks and Associates, Inc.
- Salem Area Chamber of Commerce
- Salem Economic Development Corporation
- Service Employees International Union, OPEU Local 503
- Southeastern Washington Central Labor Council
- Southern Oregon Building & Construction Trades Council
- Southern Oregon Central Labor Council
- Southwest Oregon Central Labor Council
- Southwest Washington Labor Roundtable
- Southwest Washington Regional Transportation Council
- Southwestern Oregon ILWU Pensioners
- St. Helens/Scappoose Chamber of Commerce
- Standard Insurance Company
- Stevedoring Services of America
- The Dalles Chamber of Commerce
- The Richland Chamber of Commerce
- Tidewater Barge Lines
- Tri-City Area Chamber of Commerce
- Tri-City Industrial Development Council
- Tualatin Chamber of Commerce
- Umatilla County Commission
- United Brotherhood of Carpenter & Joiners, Local 1388
- United Food & Commercial Workers Union, Local 555
- United Steelworkers of America, District 11, Legislative Committee
- USA Dry Pea & Lentil Council
- Vancouver Fire Fighters Union, Local 452
- Walla Walla County Commission
- Wasco County Commission
- Washington Association of Wheat Growers
- Washington Farm Bureau
- Washington Public Ports Association
- Washington State Building & Construction Trades Council
- Washington State Grange
- Washington State Labor Council AFL-CIO
- Washington State Transportation Commission
- Washington State Potato Commission
- Wells Fargo Bank
- Western Alfalfa, Inc.
- W. G. Moe & Sons, Inc.
- Women's Shipping Club
- Woodland Chamber of Commerce
- Woodworkers W536
- Worden Farms Inc.
- Zimmer Gunsul Frasca Partnership

Columbia River Channel Deepening Project

Project Basics

WHAT

The Columbia River Channel Deepening project was fully authorized by U.S. Congress in 1999. The U.S. Army Corps of Engineers (Corps) previously conducted a \$6.1 million, 5-year feasibility study that recommended the 40-foot navigation channel be deepened by 3-feet to maximize economic benefits and provide ecosystem restoration improvements for fish and wildlife habitat.

- Construction will remove approximately 14.5 million cubic yards (mcy) of material.
- Initially, maintenance dredging after channel deepening would average 7-8 mcy per year. Once the river balances, the volume of material to be removed for maintenance dredging will be reduced to approx. 3 mcy.

The project sponsors include the ports of Portland and St. Helens in Oregon and Kalama, Longview, Vancouver and Woodland in Washington.

WHERE

The federal navigation channel is approximately 106 miles from the mouth of the Columbia River to the I-5 bridge between Portland, Oregon and Vancouver, Washington. However, the channel is only approximately 600-feet wide, except for turning basins.

WHEN

1990: Reconnaissance study was completed.

1994-1999: Feasibility study and Environmental Impact Statement (EIS) was completed.

1999: Congress fully authorized channel deepening, pledging to fund 65% of costs with the remaining 35% funded jointly by the states of Oregon and Washington.

2000: Congress appropriated an initial \$4.5 million, mostly for ecosystem restoration.

2001: Oregon completed its' \$27.7 million state match appropriation.

2002: Washington completed its' \$27.7 million state match appropriation.

2002: Comprehensive, scientifically credible Biological Assessment completed.

2002: Favorable Biological Opinions issued by federal resource agencies in May.

2003: Final Supplemental EIS and updated benefit/cost analysis was issued by the Corps.

2003: Congress appropriated \$2 million for FY 2003 for the Corps to begin environmental evaluation actions & monitoring.

2003: Oregon and Washington resource agencies approved environmental permits.

2003: Congress appropriated \$3.5 million for FY 2004.

2004: Corps issued their Record of Decision approving the project in January.

2004: Corps and Ports sign Project Cooperation Agreement (PCA) in June.

2004: White House OMB completes and approves project in August.

2004: President Bush amends FY05 budget to include \$15 million for project in September.

2004: Environmental restoration began at Lord-Walker Island, near Longview, WA in September.

2004: Congress appropriated \$9 million for FY 2005.

2005: President Bush recommends \$15 million for the FY 2006 budget request.

2005: U.S. House & Senate Subcommittees include \$15 million for FY 2006 in June.

2005: Federal Judge rules in favor of Channel Deepening -- final lawsuit is dismissed in June.

2005: Columbia River channel deepening begins from RM 3 to RM 16 in June.

WHY

- Our export-based economy depends on an active navigation system. The Corps identified \$18.8 million in annual national transportation savings from channel deepening for farmers and businesses, in addition to major regional economic benefits.
- Channel deepening is a critical part of the regional transportation infrastructure. The current channel can't accommodate the larger more fuel-efficient deep-draft ships, that now dominate the transpacific fleet, when they're fully loaded.
- Rural and urban communities throughout the Northwest will benefit from the project.
- The project provides a positive balance of environmental benefits to the region and nation by avoiding environmental impacts where possible, mitigating for unavoidable impacts, and including ecosystem restoration measures that will leave the river better than it was before the project. The Biological Opinions ensure full compliance with the federal and state environmental laws and regulations.
- Only 54% of the navigation channel (or 3.5% of the 106-mile river from the mouth to Portland/Vancouver) needs deepening.

Columbia River Channel Deepening Project**About the Columbia River Channel Coalition***Mission*

Our mission is to build public consensus for economically viable and environmentally sound plans to deepen and maintain the Columbia deep-draft federal navigation channel to accommodate larger ships and enhance trade and job opportunities.

Advocating for trade and transportation infrastructure

The project is critical to our trade and transportation infrastructure to preserve the Columbia River system as an international gateway. The Corps of Engineers estimates the project will provide an average \$18.8 million in national transportation cost savings annually based on the economies of scale that occur when deeper draft vessels carry more tonnage per vessel, in addition to major regional economic benefits.

Building support across the region and nation

The Coalition is building support from business, labor, agriculture, citizen groups and community leaders. This is a project which unites us with shared objectives:

- Growing existing industries through trade.
- Providing current and future workers the opportunity for quality, family-wage jobs.
- Retaining and attracting businesses that support our region, environmental, cultural, educational and community initiatives.
- Providing efficient infrastructure and facilities to move regional and national products to world markets.

Accommodating growth and environmental concerns

Community leaders and citizens throughout the region recognize the need to find ways to accommodate growth pressures and economic development while sustaining and protecting our environment and quality of life. The proposed project will only be constructed if it meets environmental concerns in alignment with our land use and growth management strategies.

Providing information for community leaders

The Coalition provides information to elected officials and community leaders to help build regional and national consensus for the project. There are no dues; supporters are asked to make this project part of their public agenda and advocate for it with elected officials. Our list of supporters is shared with state and federal elected officials. For more information or if you would like to schedule a presentation on the project and its status, call (503) 285-6343 or e-mail CRCC@ChannelCoalition.com. You can also visit us on the web at www.ChannelDeepening.com.

Columbia River Channel Deepening Project

How you can help!

Add your name, your company or your organization as a supporter.

- Our list of coalition supporters will be shared with community leaders and elected officials including members of Congress.

Help build a broad base of support throughout the region.

- As a member of organizations in your community, you may have the opportunity to sponsor a presentation about the project or ask the group to pass a resolution of support.
- We have briefing materials and sample resolutions as well as presentations that we can make or assist you in making.

Help us build support in other states.

- Support for the project from across the region and nation will be important. Our goal is to have in-district contacts for as many state legislators and members of Congress as possible.
- If your company is a multi-state company, would you help us identify key contacts in other states to add to the Coalition's mailing list.

Add your name to our mailing list and we'll keep you up to date.

- Please add your name to our mailing and email distribution lists. This will assure that you receive our newsletter and action updates.
- Additionally, when public forums or briefings are scheduled or there are opportunities for public input, you will be informed.

Thank you!

- We welcome your suggestions for how we can build public support for the project. Please give us a call at (503) 285-6343 or e-mail CRCC@ChannelCoalition.com.

Please mail (address below) or fax (503-285-6350) the following information to the Coalition.

☐ Add my name as a supporter.

☐ Add my name to your mailing list.

☐ Add my company or organization name as a supporter.

☐ Add my name to your e-mail list.

- Name:
- Company:
- Phone Number:
- Fax Number:
- E-mail Address:
- Mailing Address:

FRANKLIN COUNTY RESOLUTION NO. 2005 424

BEFORE THE BOARD OF COUNTY COMMISSIONERS of Franklin County, Washington.

RE: LOCAL AGENCY AGREEMENT SUPPLEMENT BETWEEN FRANKLIN COUNTY PUBLIC WORKS AND WASHINGTON STATE DEPARTMENT OF TRANSPORTATION


WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the County and have the care of County property and management of County funds and business; and

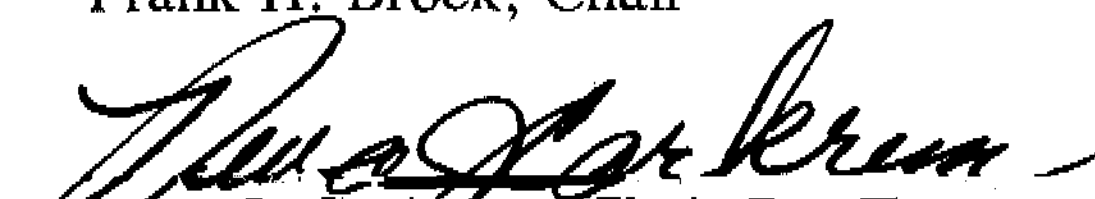
WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement supplement as being in the best interest of Franklin County.

NOW, THEREFORE, BE IT RESOLVED that the attached agreement supplement between Franklin County and Washington State Department of Transportation is hereby approved by the Board.

APPROVED this 5 day of October, 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

Attest:


Clerk of the Board



Washington State
Department of Transportation

Local Agency Agreement Supplement

Agency

Franklin County Public Works

Supplement Number

4

Federal Aid Project Number

BROS-2011(023)

Agreement Number

LA-5642

CFDA No. 20.205

(Catalog of Federal Domestic Assistance)

The Local Agency desires to supplement the agreement entered into and executed on 11/4/03

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

Project Description

Name CRP 577 / Everett Bridge #969-0.42

Length 0.20 Miles

Termini Milepost 0.32 to Milepost 0.52

Description of Work ☒ No Change

Reason for Supplement

To request additional funding to cover WSDOT Materials Lab Charges

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 100 % Federal Aid Participation Ratio for PE	a. Agency	15,000.00	0.00	15,000.00	0.00	15,000.00
	b. Other Consultant	35,000.00	0.00	35,000.00	0.00	35,000.00
	c. Other					
	d. State	3,000.00	0.00	3,000.00	0.00	3,000.00
	e. Total PE Cost Estimate (a+b+c+d)	53,000.00		53,000.00		53,000.00
Right of Way % Federal Aid Participation Ratio for RW	f. Agency					
	g. Other					
	h. Other					
	i. State					
	j. Total RW Cost Estimate (f+g+h+i)					
Construction 100 % Federal Aid Participation Ratio for CN	k. Contract	211,000.00	0.00	211,000.00	0.00	211,000.00
	l. Other					
	m. Other					
	n. Other					
	o. Agency	30,000.00	0.00	30,000.00	0.00	30,000.00
	p. State	2,000.00	10,400.00	12,400.00	0.00	12,400.00
	q. Total CN Cost Estimate (k+l+m+n+o+p)	243,000.00	10,400.00	253,400.00		253,400.00
	r. Total Project Cost Estimate (e+j+q)	296,000.00	10,400.00	306,400.00		306,400.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

By

Frank H. Burk

Title Chair, Board of County Commissioner

October 3, 2005

10-5-05

Washington State Department of Transportation

By

St. James

Assistant Secretary for Highways and Local Programs

Date Executed

OCT 25 2005

FRANKLIN COUNTY
RESOLUTION NUMBER 2005 425

BEFORE THE BOARD OF FRANKLIN COUNTY COMMISSIONERS:

RE: CLAIM FOR DAMAGES

WHEREAS, a vehicle owned by Augustin Guerrero was struck by a Franklin County Sheriff's Office vehicle on August 22, 2005; and

WHEREAS, Augustin Guerrero incurred damages totaling \$1,045.00 in relation to the repair of the vehicle; and

WHEREAS, Augustin Guerrero has properly filed a claim for damages in this matter; and

WHEREAS, Augustin Guerrero is willing to sign a waiver of liability with regard to this incident

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Franklin County Auditor's Office shall issue a warrant in the sum of \$1,045.00 payable to Augustin Guerrero forthwith, and that the Franklin County Civil Deputy Prosecuting Attorney shall deliver said warrant to Augustin Guerrero in exchange for a signed Release Of Claim in satisfaction of the claim for damages.

DONE this 5 day of October, 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chairperson


Neva Corkrum, Chair Pro Tem


Robert E. Koch, Member

ATTEST:


Clerk of the Board

APPROVED AS TO FORM:


Ryan E. Verhulst
Chief Civil Deputy Prosecuting Attorney

df

2005 557

FRANKLIN COUNTY

AMENDED RESOLUTION NUMBER 2005-425

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON:

RE: CLAIM FOR DAMAGES

WHEREAS, a vehicle owned by Augustin Guerrero was struck by a Franklin County Sheriff's Office vehicle on August 22, 2005; and

WHEREAS, Augustin Guerrero incurred damages originally totaling \$1,045.00 in relation to the repair of the vehicle; and

WHEREAS, Augustin Guerrero has properly filed a claim for damages in this matter; and

WHEREAS, Augustin Guerrero has provided documentation that the actual amount of damages to his vehicle totaled \$1,731.99, a difference of \$686.99, from the original amount agreed to in this resolution; and

WHEREAS, Augustin Guerrero is willing to sign a waiver of liability with regard to this incident

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Franklin County Auditor's Office shall issue a warrant in the sum of \$686.99 payable to Augustin Guerrero forthwith, and that the Franklin County Civil Deputy Prosecuting Attorney shall deliver the original warrant of \$1,045.00 and the additional warrant of \$686.99 to Augustin Guerrero in exchange for a signed Release of Claim in satisfaction of the claim for damages.

DONE this 21 day of December 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chairperson


Neva Corkrum, Chair Pro Tem


Robert E. Koch, Member

ATTEST:


Clerk of the Board

APPROVED AS TO FORM:


Ryan E. Verhulp
Deputy Prosecuting Attorney

sar

GENERAL RELEASE

FOR AND IN CONSIDERATION OF the sum of One Thousand Seven Hundred Thirty One Dollars and 99/100 (\$1,731.99), receipt of which is hereby acknowledged, paid to me by FRANKLIN COUNTY, WASHINGTON, I, Augustin Guerrero, the undersigned, singly and severally, hereby, for myself and my heirs, executors, administrators, successors and assigns, forever fully release and discharge the FRANKLIN COUNTY Sheriff's Office and FRANKLIN COUNTY, WASHINGTON, and its agents, servants and officers, of and from any and all actions, causes of action, claims, suits, demands, rights, damages, costs, losses, expenses or compensation whatsoever, in law or in equity, which I or my heirs, executors, administrators, successors or assigns, now have or may hereafter have in any way resulting from or growing out of my claim for damages which occurred at the driveway entrance to the Sheriff's parking lot on the 500 block of West Margaret, Franklin County, Pasco, Washington on August 22, 2005 .

I, THE UNDERSIGNED, HAVE READ THE FOREGOING GENERAL RELEASE AND UNDERSTAND ITS PROVISIONS.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

IN WITNESS WHEREOF, I, singly and severally, sign this on
January 18, 2006.

Augustin Guerrero Jr.

Witnessed By:

Deborah L. Ford

FRANKLIN COUNTY

RESOLUTION NUMBER 2005 426

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON:

RE: CLAIM FOR DAMAGES

WHEREAS, Nancy Schultz filed a Claim for Damages after striking a monument cover on Sheffield Road near the intersection with Astoria damaging her vehicle in the amount of \$1,704.73, on or about August 3, 2005; and

WHEREAS, investigation reveals this claim to be invalid as this was an avoidable road hazard; and

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Claim for Damages filed by Nancy Schultz is denied.

DONE this 5 day of ^{October}~~September~~, 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chairperson


Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

ATTEST:


Clerk of the Board

APPROVED AS TO FORM:


Ryan E. Verhulp
Chief Civil Deputy Prosecuting Attorney

df

Franklin County Resolution Number

2005-025

CLAIM FOR DAMAGES

RECEIVED
FRANKLIN COUNTY COMMISSIONERS
CO. RYAN VERHULP

SEP 8 2005

RECEIVED

This claim form is provided solely as an accommodation to claimants, and the county makes no representations as to its legal sufficiency. Responsibility for complying with all requirements of state law regarding claims rests with the claimant. No county employee is authorized to advise a claimant in completing this form or reviewing its sufficiency. The county expressly disclaims responsibility for any such advice or review. (If more space is needed to answer any items, attach additional sheets and specify the item number.) Send completed and notarized claim to:

Executive Confidential Secretary to the
Board of County Commissioners
Franklin County Courthouse, 1016 North 4th Avenue
Pasco, Washington 99301-3706

STATE OF WASHINGTON)

COUNTY OF Franklin) ss

Nancy Schultz
(print full name)

, being first duly sworn on oath, deposes

and says that I am the claimant herein and believe the contents of this claim to be true. I hereby present a claim for damages against Franklin County, Washington, based upon the following information as required by RCW 36.45.010:

1. My actual residence at the time of presenting and filing this claim is:

601 Klamath Rd
Mesa, WA 99343

2. My actual residence during the six (6) months immediately prior to the time this claim accrued was:

601 Klamath Rd
Mesa, WA 99343

3. The incident for which I make claim against the county occurred on the

Approx. 3rd day of August, 2005, at 4 a.m./p.m.

4. The incident occurred at the following location:

Sheffield Rd - 4th near intersection of
Astoria

RECEIVED
FRANKLIN COUNTY COMMISSIONERS

5. My injury or damages were caused or happened as follows:

RECEIVED
driving west on Sheffield Road. Came upon something on the road (my lane) as I got closer noticed it was a cover to a utility hole in the road that was tipped up as I tried to straddle it, it flipped up & damaged the bottom of my car (98 Honda Accord)

6. The nature of the injury or damages I sustained are:

Gas lines and covers, lines are pinched off.
Suspension cross member & alignment -

7. The amount of damages sustained are itemized. (A billing or two (2) estimates of the cost of repairs must be attached to this claim, together with the name of your insurance agency.):

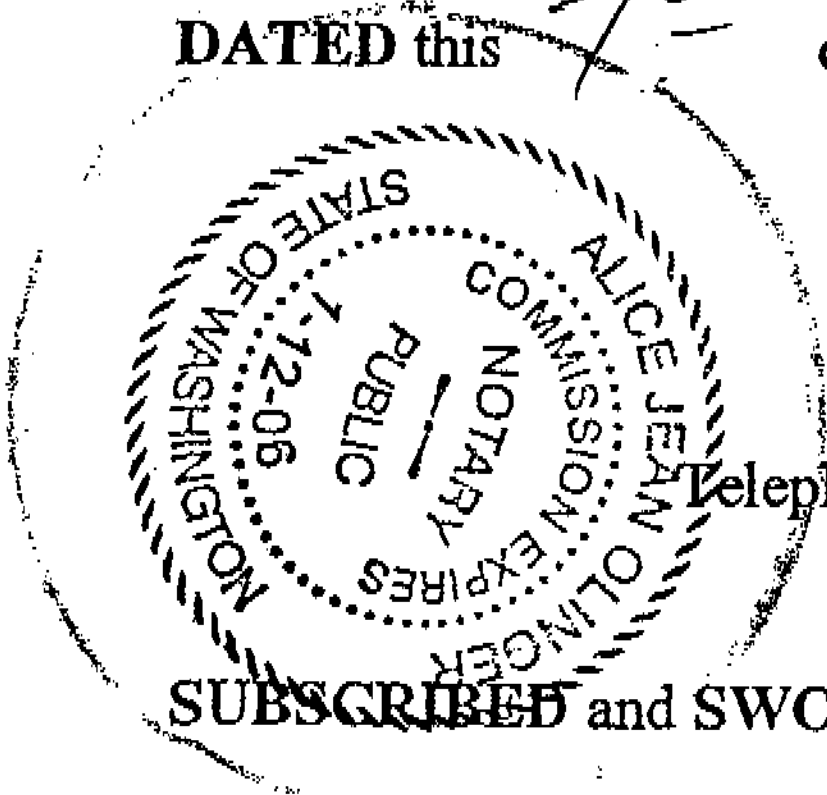
\$ 1,704.73

Mutual of Enumclaw -

DATED this

7th

day of Sept., 2005.



Nancy Schullz
Claimant Signature

Telephone/Cell Number: 509-265-4590 / 521-0646

SUBSCRIBED and SWORN to before me this 7th day of Sept., 2005.

Alice Jean Olinger
Notary Public
Appointment Expires: 1-12-06

08/31/2005 at 03:19 PM
11300

Mathews AUTO BODY

Job Number:

MATHEWS AUTO BODY
License #: 11300 Federal ID #: 911414644
WE WANT TO EARN YOUR TRUST
614 W. COLUMBIA DRIVE
KENNEWICK, WA 99336
(509) 582-9713 Fax: (509) 586-2535

PRELIMINARY ESTIMATE

Written By: RICHARD MATHEWS #NONE
Adjuster:

Insured: NANCY SCHULTZ
Owner: NANCY SCHULTZ
Address: 601 KLAMATH RD.
MESA, WA 99343
Day: (509) 265-4590
Cellular: (509) 521-0646
Fax 509 265-4300
Inspect MATHEWS AUTO BODY
Location: 614 W. COLUMBIA DRIVE
KENNEWICK, WA 99336

Claim #
Policy #
Deductible:
Date of Loss:
Type of Loss:
Point of Impact: 21. Undercarriage
Business: (509) 582-9713

Insurance
Company:

Days to Repair

1998 HOND ACCORD EX 6-3.0L-FI 4D SED HEATHERMST Int:
VIN: 1HGCG1651WA022899 Lic: 962-MNF WA Prod Date: Odometer: 140766
Condition: Good
Air Conditioning Rear Defogger Tilt Wheel
Cruise Control Intermittent Wipers Climate Control
Keyless Entry Theft Deterrent/Alarm Body Side Moldings
Dual Mirrors Electric Glass Sunroof Clear Coat Paint
Power Steering Power Brakes Power Windows
Power Locks Power Driver Seat Power Mirrors
Power Trunk/Tailgate AM Radio FM Radio
Stereo Search/Seek CD Player
Anti-Lock Brakes (4) Driver Air Bag Passenger Air Bag
4 Wheel Disc Brakes Leather Seats Bucket Seats
Recline/Lounge Seats Automatic Transmission Overdrive
Aluminum/Alloy Wheels

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
1#		UNDERNEITH DAMAGE	1		0.00	0.0	0.0
2		PILLARS, ROCKER & FLOOR					
3*	Rpr	Floor pan assy AND RAIL ASSY	0		0.00	7.0	0.5
		LFT					
4#	R&I	SEATS AND CARPETS AS NEEDED	0		0.00	1.5	0.0
5#	Repl	GAS LINES TANK TO ENGINE/3	1		303.55	1.0	0.0
		TOTAL					
6#	Repl	TWO LINE COVERS	1		24.98	0.4	0.0
7		REAR SUSPENSION					
8	Repl	Susp crossmember 3.0 liter	1		567.05 m	4.2 M	0.0
9#	Subl	4-WAY ALIGNMENT	1		49.95 T	0.0	0.0
Subtotals ==>					945.53	14.1	0.5

Parts		895.58
Body Labor	9.9 hrs @ \$ 46.00/hr	455.40
Paint Labor	0.5 hrs @ \$ 46.00/hr	23.00
Mechanical Labor	4.2 hrs @ \$ 52.00/hr	218.40
Paint Supplies	0.5 hrs @ \$ 24.00/hr	12.00
Body Supplies	12.6 hrs @ \$ 4.00/hr	50.40
Sublet/Misc.		49.95
SUBTOTAL		\$ 1704.73

08/31/2005 at 03:19 PM
11300

Mathews AUTO BODY

Job Number:

1998 HOND ACCORD EX 6-3.0L-FI 4D SED HEATHERMST Int:

Sales Tax \$ 1704.73 @ 8.3000% 141.49

GRAND TOTAL \$ 1846.22

ADJUSTMENTS:

Deductible 0.00

CUSTOMER PAY \$ 0.00

INSURANCE PAY \$ 1846.22

If you choose MATHEWS AUTO BODY for your repairs, THANK YOU.
We are committed to uncompromising standards, excellent workmanship and quality materials at a fair price.

MATHEWS AUTO BODY LIFETIME LIMITED WARRANTY

We guarantee all workmanship as long as you own your car. Parts and materials are subject to manufacturer's guarantee. If a problem arises, it is subject to re-inspection. Abuse or mistreatment of the vehicle voids our guarantee. Avoid following vehicles too close, gravel roads, etc.....as rock chips, as a result, are not covered.

AFTER PAINT CARE TIPS

The paint manufacturer recommends NO WAX FOR 90 DAYS. Wax is a sealant and does not allow your new paint to cure properly. Hand wash your car as usual. Clean bird droppings off A.S.A.P. as they WILL damage the finish.

AUTHORIZATION TO REPAIR & POWER OF ATTORNEY FOR MATHEWS AUTO BODY

Estimate of repair: I authorize(d) Mathews Auto Body to estimate and repair my vehicle, unless it is an economic total loss. The estimate of repair includes parts, labor and diagnosis. We are not responsible for loss or damage to your vehicle from fire, theft, accidents, or any cause beyond our control. All tests will be made by our employees at your risk.

Power Of Attorney: I do hereby appoint the aforementioned business as my attorney in fact to accept on my behalf any and all checks, drafts, or bills of exchange for deposit to the aforementioned business' account for credit on my account for repairs to my vehicle which has been released and accepted.

Authorized &
Accepted By:

Date:

Estimate based on MOTOR CRASH ESTIMATING GUIDE. Unless otherwise noted all items are derived from the Guide ARG4422 Database Date 08/2005, CCC Data Date 08/2005, and the parts selected are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM parts are OEM parts that are provided by or through alternate sources other than the OE/Vehicle dealerships. OPT OEM parts may reflect some specific, special, or unique pricing or discount. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor information provided by MOTOR may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. Non-Original Equipment Manufacturer aftermarket parts are described as AM, Qual Repl Parts or Comp Repl Parts which stands for Competitive Replacement Parts. Used parts are described as LKQ, Qual Recy Parts, RCY, or USED. Reconditioned parts are described as Recon. Recored parts are described as Recore. NAGS Part Numbers and Prices are provided by National Auto Glass Specifications, Inc. Pound sign (#) items indicate manual entries. Some 2006 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The Pathways estimator has a complete list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

CCC Pathways - A product of CCC Information Services Inc.

08/31/2005 at 03:39 PM
36701

Job Number:

RUSS DEAN FORD INC.
Federal ID #:910896511
ALWAYS A FRIENDLY SMILE
700 W COLUMBIA
PASCO, WA 99301
(509)547-2100 Fax: (509)546-0568

PRELIMINARY ESTIMATE

Written By: TIM HENDERSON
Adjuster:

Insured: NANCY SCHULTZ
Owner: NANCY SCHULTZ
Address: 601 KLAMATH RD
MESA, WA 99343

Day:
Evening:

Inspect
Location:

Insurance
Company:

Claim #
Policy #
Deductible:
Date of Loss:
Type of Loss:
Point of Impact:

Days to Repair

1998 HOND ACCORD EX 6-3.0L-FI 4D SED Int:

VIN: 1HGCG1651WA022899 Lic: 962-MNF WA Prod Date: Odometer: 140799

Air Conditioning	Rear Defogger	Tilt Wheel
Cruise Control	Intermittent Wipers	Climate Control
Keyless Entry	Theft Deterrent/Alarm	Body Side Moldings
Dual Mirrors	Electric Glass Sunroof	Clear Coat Paint
Power Steering	Power Brakes	Power Windows
Power Locks	Power Driver Seat	Power Mirrors
Power Trunk/Tailgate	AM Radio	FM Radio
Stereo	Search/Seek	CD Player
Anti-Lock Brakes (4)	Driver Air Bag	Passenger Air Bag
4 Wheel Disc Brakes	Leather Seats	Bucket Seats
Recline/Lounge Seats	Automatic Transmission	Overdrive
Aluminum/Alloy Wheels		

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
1		ENGINE / TRANSAXLE					
2*	Repl	LKQ Mount c'member	1	187.50	m	2.5	
3		EMISSION SYSTEM					
4	Repl	Vapor canister	1	68.65		0.4	
5#	Repl	FUEL LINES FROM FRONT TO BACK	1				
		- SUBJECT TO INVOICE					
6#	Repl	FUEL LINE PROTECTIVE SHIELD -	1				
		SUBJECT TO INVOICE					
7		REAR SUSPENSION					
8*	Repl	LKQ Susp crossmember 3.0 liter	1	300.00	m	4.2	
9		PILLARS, ROCKER & FLOOR					

needed
but
didn't
have
price
to
include

700 W. COLUMBIA
PASCO, WA 99301

Bus: (509) 547-2100
Fax: (509) 546-0568



BODY SHOP
"ALWAYS A FRIENDLY SMILE"
TIM W. HENDERSON
ESTIMATOR

RUSS DEAN

08/31/2005 at 03:39 PM
36701

Job Number:

PRELIMINARY ESTIMATE

1998 HOND ACCORD EX 6-3.0L-FI 4D SED Int:

NO.	OP.	DESCRIPTION	QTY	EXT. PRICE	LABOR	PAINT
N 10*	Rpr	Floor pan assy			<u>8.0</u>	
11		EXHAUST SYSTEM				
12*	Repl	Heat shield floor	1	37.13	<u>1.0</u>	
13#		HAZARDOUS WASTE	1	5.00		
14#		CORRISION PROTECTION	1	8.00		
15#		4 WHEEL ALIGNMENT	1	79.99		
Subtotals ==>				686.27	16.1	0.0

Line 10 : REPAIRS TO FLOOR ON THE UNDERSIDE. NO PAINT REQUIRED

Estimate Notes:

LABOR AND PRICES FOR FUEL LINES SUBJECT TO INVOICE FOR PARTS.

Parts	686.27
Body Labor 16.1 hrs @ \$ 47.00/hr	756.70
SUBTOTAL	\$ 1442.97
Sales Tax \$ 1442.97 @ 8.3000%	119.77
GRAND TOTAL	\$ 1562.74
ADJUSTMENTS:	
Deductible	0.00
CUSTOMER PAY	\$ 0.00
INSURANCE PAY	\$ 1562.74

I (DO) (DO NOT) AUTHORIZE RUSS DEAN FORD'S BODY SHOP TO
(circle one)

SHARE MY INFORMATION AND ALL INFORMATION FROM THIS ESTIMATE
WITH THE INSURANCE COMPANIES INVOLVED.

SIGNATURE
DATE

08/31/2005 at 03:39 PM
36701

Job Number:

PRELIMINARY ESTIMATE

1998 HOND ACCORD EX 6-3.0L-FI 4D SED Int:

Estimate based on MOTOR CRASH ESTIMATING GUIDE. Unless otherwise noted all items are derived from the Guide ARG4422 Database Date 08/2005, CCC Data Date 08/2005, and the parts selected are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM parts are OEM parts that are provided by or through alternate sources other than the OE/Vehicle dealerships. OPT OEM parts may reflect some specific, special, or unique pricing or discount. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor information provided by MOTOR may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. Non-Original Equipment Manufacturer aftermarket parts are described as AM, Qual Repl Parts or Comp Repl Parts which stands for Competitive Replacement Parts. Used parts are described as LKQ, Qual Recy Parts, RCY, or USED. Reconditioned parts are described as Recon. Recored parts are described as Recore. NAGS Part Numbers and Prices are provided by National Auto Glass Specifications, Inc. Pound sign (#) items indicate manual entries. Some 2006 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The Pathways estimator has a complete list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

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