



AGENDA
BOARD OF CLALLAM COUNTY COMMISSIONERS
223 East 4th Street Room 160
Port Angeles, Washington
Tuesday, April 23, 2024 – 10:00 a.m.

Board of Clallam County Commissioner meetings will also be available virtually at:

If you would like to participate in the meeting via Zoom audio only, call 253-215-8782 and use meeting ID: 875 561 7844 and passcode: 12345

If you would like to participate in the meeting via Zoom video conference, visit <https://zoom.us/j/8755617844> and use meeting ID: 875 561 7844 and passcode: 12345

This meeting can be viewed on a live stream at this link: <https://www.clallamcountywa.gov/669/Live-Archived-Meetings-Online>

Public comment can be directed to the Clerk of the Board at 360-417-2256 or Loni.Gores@clallamcountywa.gov

CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

Modification - added on 4-22-24 - remove item 1d 

PUBLIC COMMENT ? Please limit comments to three minutes (10 minutes total)

CONSENT AGENDA ? Any Commissioner may remove items for discussion

1a. Approval of vouchers for the week of April 15

Approval of vouchers 

1b. Approval of minutes for the week of April 15

Approval of minutes 

1c. Resolution appointing Dan Butler and Vicki Lowe to the Homelessness Task Force

Resolution 

1d. Letter to the Jamestown Tribal Council for the Dungeness Levy Setback Project

Letter 

Modification - added on 4-22-24 - remove item 1d 

REPORTS AND PRESENTATIONS

CONTRACTS AND AGREEMENTS

- 2a. Agreement with Washington State Administrative Office of the Courts AOC for support of Family and Juvenile Court Improvement Plan

Agreement 

- 2b. Agreement amendment 1 with Washington State University, Social and Economic Sciences Research Center for Recompete

Agreement amendment 1 

- 2c. Agreement with Port of Port Angeles for support efforts with Recompete

Agreement 

- 2d. Agreement amendment 1 with Sound Law Center for Hearing Examiner Services for July 1 ? December 31, 2023

Agreement amendment 1 

- 2e. Agreement with the City of Port Angeles to utilize each other?s procurement agreements

Agreement 

- 2f. Agreement with Quigg Bros. Inc for the Lake Pleasant Piling Project

Agreement 

- 2g. Purchase order with Federal Contracts Corp for mobile generator

Purchase order 

- 2h. Agreement with Jeremy Morris, PLLC for appellate function

Agreement 

- 2i. Agreement with Department of Social and Health Services for Recompete

Agreement 

BIDS AND AWARDS

- 3a. Bid opening ? Art Barn Roof Replacement Project

Bid opening 

ADMINISTRATION

- 4a. Call for request for proposals/qualifications for Deferred Compensation 401 (a) and 457 (b) Services to be received no later than Tuesday, May 14, 2024 at 10 a.m.

Call for proposals 

HEARING(S) ? Beginning at 10:30 a.m.

- H1. Resolution authorizing a grant from the Opportunity Fund to the City of Forks ? Waste Water Treatment Facility.

PUBLIC COMMENT ? Please limit comments to three minutes

EXECUTIVE SESSION

The Board may recess into Executive Session to consider employment or dismissal of personnel, to review the performance of a public employee, to consult with legal counsel, to consider the position to be taken in collective bargaining, to consider acquisition or sale of real estate, or other matters per RCW 42.30.110

The following meetings are scheduled for the Board of Commissioners April 22-26:

Monday, April 22:

9:00 a.m. Work Session

11:00 a.m. Joint Meeting with the Port of Port Angeles (hosted by Port)

Tuesday, April 23:

10:00 a.m. Board Meeting

10:30 a.m. Hearing(s) - See Agenda

3:00 p.m. William Shore Memorial Pool District Meeting

Wednesday, April 24:

8:00 a.m. Coffee with Colleen

Saturday, April 27:

6:00 p.m. Sarge's Place Fundraiser Event

INSTRUCTIONS FOR SPEAKING AT A COMMISSIONERS' MEETING:

- Members of the public wishing to address the Board on general items may do so during the designated times on the agenda.
- Members of the public wishing to comment at the public hearing are asked to sign in on the sheet provided giving their name and address.
- The Chair may limit the comment period to 3 minutes for each speaker subject to Board concurrence.
- Speakers, generally, will be heard in the order they signed up. All comments must be made from the speaker's rostrum and any individual making comments shall first state their name and address for the official record.
- General comments, applause, booing from members of the audience are inappropriate and may result in removal.

These guidelines are intended to promote an orderly system for conducting a public hearing so that each person has an opportunity to be heard and to ensure that exercising their right of free speech embarrasses no one.

Note: Written testimony presented by members of the public during the Board meeting is considered a public document and must be submitted to the Clerk of the Board. Copies of public documents from Board meetings are available by contacting the Public Records Department.

MEMORANDUM

LONI GORES
Clerk of the Board

April 23, 2024



TO: Board of Commissioners, Administrator Mielke

RE: Agenda Modification(s)

FILE: A14.09.18

- Item 1d has been removed from the April 23 consent agenda:

CONSENT AGENDA – Any Commissioner may remove items for discussion

- 1a Approval of vouchers for the week of April 15
- 1b Approval of minutes for the week of April 15
- 1c Resolution appointing Dan Butler and Vicki Lowe to the Homelessness Task Force
- ~~1d Letter to the Jamestown Tribal Council for the Dungeness Levy Setback Project~~



1a

APR 23 2024

Date of report: April 17, 2024

General Fund	\$166,711.00
Other Funds	\$1,558,200.86
Credit Card	\$60,812.22
Total	\$1,785,724.08

STATE OF WASHINGTON

County of Clallam

This is to certify that the foregoing Final Check Lists a.k.a., Register of Warrants for the period herein indicated, is a full, true, and correct representation of the corresponding payments for services rendered to and supplies and equipment received by all Clallam County government operations as recorded in the books or original entry maintained by this office.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____ 2024.

SHOONA RIGGS COUNTY AUDITOR

CLALLAM COUNTY BOARD OF COMMISSIONERS does hereby certify that the services and merchandise herein specified have been received and that the claims listed and numbered above are hereby approved for payment:

BOARD OF COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

MIKE FRENCH, Chair

RANDY JOHNSON

MARK OZIAS

TODD MIELKE, County Administrator

Weekly Expenditures

April 15 - 19, 2024

Fund #	Department	Expenditures		Use Tax	
		General Fund (GF)	Other Funds	General Fund (GF)	Other Funds
00100.211	Assessor	2,299.02			
00100.221	Auditor	11,696.95			
12401.221	Auditor - Document Preservation		33.18		
00100.241/291/831	Commissioners (BOCC)	11,024.48		1.05	
19925.291	BOCC - Hotel/Motel		66,666.63		
19951.291	BOCC - Affordable Housing Sales Tax		52.36		
19961.291	BOCC - American Rescue Plan Act		718,507.04		
19991.291	BOCC - Emergency Communications		425,716.55		
00100.331-334	Dept. of Community Develop't (DCD)	5,689.70			
30301.331	DCD - Lower Dungeness Floodplain		106.20		
00100.871	District Court I	3,077.45			
00100.881	District Court II	8,652.71			
11301.511	Health & Human Services (HHS)		28,624.47		
00100.511	HHS - Environmental Health	1,866.83			
00100.513	HHS - Admin	67.15			
11322.511	HHS - Homeless Task Force		2,698.86		
11323.511	HHS - Chem Dep/Mental Hlth		1,081.18		
11331.511	HHS - Developmental Disabilities		25,806.81		
00100.461	Human Resources (HR)	7,225.83			
50401.461	HR - Risk Management		53,497.47		
50501.461	HR - Workers Compensation		114,655.00		
00100.411	Information Technology (IT)	9,266.39			
00100.851	Juvenile Services	16,215.88		12.02	
13001/13051	Noxious Weed/LMD #2 (Lake Mgmt. Dist.)		1,224.98		
00100.911/912	Parks Fair Facilities (PFF)	47,603.28		202.36	
30101.911	PFF - REET 1 (Real Estate Excise Tax)		10,628.61		
30201.911	PFF - REET 2 (Real Estate Excise Tax)		70.77		
30501.911	PFF - Capital Projects		225.76		
00100.841-843	Prosecuting Attorney	8,980.58		22.08	
	Public Works (PW)				
10101.611	PW - Roads		18,013.03		
30805.611	PW - Broadband Infrastructure		32,498.14		
41401.611	PW - Clallam/Seki Sewer		3,853.90		
42401.611	PW - Carlsborg Sewer		2,181.56		
43401.611	PW - Bullman Beach Water System		581.70		
50301.611	PW - ER&R (Equip't Rental & Revolving)		42,437.39		
00100.811-815,817	Sheriff	27,886.48			
00100.816	Sheriff - Jail Medical	1,595.16			
11003.811	Sheriff - Boating Safety		545.00		
11008.811	Sheriff - OPNET Drug		859.81		
11065.811	Sheriff - OPSCAN Operations		4,490.70		
11080.811	Sheriff - Inmate Commissary		701.78		5.98
00100.861	Superior Court	263.96			
00100.891	Superior Court Clerk	239.41			
00100.231	Treasurer	990.89			
12201.231	Treasurer - O&M (Operation & Maintenance)		2,436.00		
00100.931	WSU Extension	1,831.34			
Total		166,473.49	1,558,194.88	237.51	5.98

VISA statement charges:	60,812.22
Statement date:	04/08/24

Report Reconciliation		Totals			
Total	1,724,668.37	General Fund	166,711.00		
Final Check Lists	1,724,668.37	Other Non-GF	1,558,200.86		
Difference	-	VISA charges	60,812.22		
		Total	1,785,724.08	Use Tax	243.49

COPY

Prepared by:

Sara DeBiddle, Clallam County Auditor's Office

Invoice History Use Tax Report
CLALLAM COUNTY

Tran Date	Vendor Name	Invoice / Credit Memo No.	Doc Group	Taxable Amount	Tax Amount	Invoice Total
4/23/2024	ADMIT ONE PRODUCTS INC	346020	mearley1	1,105.04	98.35	1,105.04
4/23/2024	R J THOMAS MFG CO INC	270589	mearley1	105.00	9.35	105.00
4/23/2024	SWANSONS SERVICES CORP.	1826535	jkoon	35.21	3.13	35.21
4/23/2024	SWANSONS SERVICES CORP.	1826788	jkoon	32.00	2.85	32.00
4/23/2024	U S BANK	29772	tpavlak	248.03	22.08	248.03
4/23/2024	U S BANK	4048	moliver4	135.00	12.02	135.00
4/23/2024	U S BANK	Rockart 330801	mearley	1,063.55	94.66	1,063.55
4/23/2024	U S BANK	366998	dcook	11.74	1.05	11.74
Totals:				2,735.57	243.49	2,735.57



U.S. BANK
P.O. BOX 6343
FARGO ND 58125-6343



000000089 03 SP 106481007361005 P
CLALLAM COUNTY

223 E 4TH ST
SUITE 1
PORT ANGELES WA 98362-3000

ACCOUNT NUMBER

STATEMENT DATE 04-08-2024

AMOUNT DUE \$55,071.61

NEW BALANCE \$55,071.61

PAYMENT DUE ON RECEIPT

AMOUNT ENCLOSED

\$

Please make check payable to
U.S. BANK

U.S. BANK
P.O. BOX 790428
ST. LOUIS, MO 63179-0428

005507161 005507161

Please tear payment coupon at perforation.

CORPORATE ACCOUNT SUMMARY								
CLALLAM COUNTY	Previous Balance	Purchases And Other + Charges +	Cash Advances +	Cash Advance Fees +	Late Payment Charges	- Credits	- Payments	New = Balance
Company Total	\$54,193.42	\$60,812.22	\$0.00	\$0.00	\$0.00	\$2,516.71	\$57,417.32	\$55,071.61

Assessor

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4/23/2024	0001641	VERIZON WIRELESS	9959930044	4/10/2024	DATA FOR MOBILE APPRAISA	1,132.18	1,132.18
4/23/2024	0020849	U S BANK	USB 4-10-24	4/10/2024	REGISTRATIONS FOR SPRIN	1,150.00	1,150.00
4/23/2024	0033199	LEMAY MOBILE SHREDDING	4835173S185-4-	4/10/2024	CONFIDENTIAL DOCUMENT I	16.84	16.84
Sub total for U S BANK:							2,299.02

0.*
1,724,668.37*+
1,831.34+
3,426.89+
239.41+
263.96+
1,595.16+
34,483.77+
32,498.14+
6,617.16+
12,312.93+
42,437.39+
8,980.58+
57,141.92+
1,224.98+
16,215.88+
9,266.39+
7,234.92+
175,378.30+
60,145.30+
8,652.71+
3,077.45+
5,795.90+
1,221,818.74+
11,730.13+
2,299.02+
0.*

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4/23/2024	0000084	ANGELES COMMUNICATIONS	34775	10/4/2023	FIBER PULL FOR DOL DURIN	179.52	179.52
4/23/2024	0000289	CDW GOVERNMENT, INC.	QB68219	3/8/2024	3 VERKADA DOME CAMERAS	8,373.61	8,373.61
4/23/2024	0001179	PACIFIC OFFICE EQUIPMENT	1138507	3/29/2024	CONTRACT COPIER 11730-02	120.91	
			1138505	3/29/2024	CONTRACT COPIER 11455-05	47.38	
			1138506	3/29/2024	CONTRACT COPIER 11689-02	27.95	
			1138504	3/29/2024	CONTRACT COPIER 10931-11	17.12	213.36
4/23/2024	0020849	U S BANK	113-4548637-46	3/18/2024	RECEPTION RETURN FOR EL	179.14	
			112-4964882-20	3/27/2024	HDMI SPLITTER AND DUAL M	46.81	
			113-6811379-48	3/5/2024	WALL CALENDAR FOR DOWN	36.80	
			4830973S185	3/1/2024	DOCUMENT SHREDDING	33.18	
			272358538613	3/19/2024	OVERNIGHT SHIPPING BALL	15.60	311.53
4/23/2024	0036103	WSACA	82496720	4/8/2024	SHOONA RIGGS ELECTIONS	475.00	
			82495988	4/8/2024	RYAN OHARA ELECTIONS CC	475.00	
			82501609	4/8/2024	SARA GOLDEN ELECTIONS C	475.00	
			82496564	4/8/2024	BRYNNA SOULA ELECTIONS	475.00	
			82496215	4/8/2024	IAN HILLWAY ELECTIONS CO	475.00	2,375.00
4/23/2024	0047585	JANNI, DARRELL	Janni 4-8-24	4/8/2024	MILEAGE FOR EMPTYING WE	138.42	138.42
4/23/2024	0049696	OHARA, RYAN	Ohara 4-3-24	4/3/2024	MILEAGE FOR OPENING ALL	138.69	138.69
Sub total for U S BANK:							11,730.13

BOCC

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4/23/2024	0000289	CDW GOVERNMENT, INC.	QK71694	4/10/2024	SECURITY CAMERAS HHS 2N	5,377.68	5,377.68
4/23/2024	0000331	CLALLAM COUNTY AUDITOR	Filing 4/02/2024	4/10/2024	CR RES 3,2024 COUNTY RIGI	304.50	304.50
4/23/2024	0000546	EXPRESS SERVICES, INC	30466927	4/10/2024	STREEMKEEPER DATABASE	732.90	732.90
4/23/2024	0000753	PENINSULA HOUSING AUTHOSH52303312024		4/10/2024	MARCH PAYMENT PER CONT	19,034.78	19,034.78
4/23/2024	0001083	OLYMPIC PEN VISITOR BURE,2433		4/10/2024	MARCH 2024 SERVICES PER	66,666.63	66,666.63
4/23/2024	0001252	PORT ANGELES, CITY OF	83956	4/10/2024	EQUIPMENT UPGRADE	425,716.55	425,716.55
4/23/2024	0001300	PUBLIC UTILITY DISTRICT	16038	4/10/2024	CARLSBORG/VAN-LAN WATE	686,278.68	686,278.68
4/23/2024	0001641	VERIZON WIRELESS	9960018106	4/10/2024	CELL PHONE - TIMOTHY DAL	52.36	52.36
4/23/2024	0020849	U S BANK	366998	4/9/2024	XSTAMPER REFILL KIT	11.74	11.74
4/23/2024	0033311	JOHNSON, RANDALL	CRJ 3/21/2024	4/10/2024	CRJ WSAC TIMBUR COUNTIE	364.35	364.35
4/23/2024	0046683	ODP BUSINESS SOLUTIONS	L357109595001	4/10/2024	NOTE PADS, FORKS, SPOON	71.57	71.57
4/23/2024	0049595	DCG/WATERSHED INC	0053551	4/10/2024	BULLMAN BEACH WATER FIL	7,083.00	7,083.00
4/23/2024	0049596	LAW OFFICES OF ALEX SIDLESidles-Clallam-0		4/10/2024	CUP2023-00006, CUP2023-00	10,124.00	10,124.00
Sub total for U S BANK:							1,221,818.74

apChkLst
04/17/2024 8:05:52AM

Final Check List
CLALLAM COUNTY

DCD

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4/23/2024	0001252	PORT ANGELES, CITY OF	MARCH 2024	4/5/2024	CE VOUCHERS MARCH 2024	256.23	256.23
4/23/2024	0001641	VERIZON WIRELESS	9960018103	3/24/2024	MARCH 2024 G157 \$106.20	446.07	446.07
4/23/2024	0003410	LEMAY MOBILE SHREDDING	4835455S185	4/1/2024	ADMIN PROFESSIONAL SERV	15.84	15.84
4/23/2024	0020849	U S BANK	PA STORAGE 3-	3/21/2024	ADMIN SITE STORAGE	1,290.03	
			HAMPTON 3-28-	4/10/2024	BUILDING TRAVEL TRAINING	923.28	
			J&P STORAGE :	3/6/2024	G145 TASK 1 STORAGE SITE	246.67	
			RLI INS 3-29-24	3/29/2024	ADMIN NOTARY BOND INS	90.58	2,550.56
4/23/2024	0049698	ANDERSON, JAMES	REF 3-5-24	4/2/2024	REFUND BPT2024-00249	1,111.20	1,111.20
4/23/2024	0049699	COYLE, BRIAN	REF 3-5-24	4/4/2024	REFUND BPT2024-00244	1,416.00	1,416.00
Sub total for U S BANK:							5,795.90

apChkLst
04/17/2024 8:14:56AM

Final Check List
CLALLAM COUNTY

District Court I

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4/23/2024	0001641	VERIZON WIRELESS	9960018107	3/24/2024	VERIZON - DC1, MENTAL HEA	114.72	114.72
4/23/2024	0020849	U S BANK	usbankapril2024	4/9/2024	TAXI FROM AIRPORT TO HOT	630.62	630.62
4/23/2024	0045725	ABC FORMS LLC	891	4/8/2024	ABC FORMS - ENVELOPES	1,218.56	
			889	4/5/2024	ABC FORMS - NOTICE OF HE	1,113.55	2,332.11
Sub total for U S BANK:							3,077.45

apChkLst
04/17/2024 8:20:17AM

Final Check List
CLALLAM COUNTY

District Court II

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4/23/2024	0000593	FORKS, CITY OF	2897	4/23/2024	BUILDING RENTAL	8,414.54	8,414.54
4/23/2024	0001179	PACIFIC OFFICE EQUIPMENT	1138501	4/23/2024	CANON IRA4845 MAINTENAN	31.49	
			1138500	4/23/2024	CANON IR1025 MAINTENANC	27.15	58.64
4/23/2024	0001641	VERIZON WIRELESS	9960018104	4/23/2024	PROBATION OFFICER CELL	54.53	54.53
4/23/2024	0049086	KIM, YOUNGHEE	K3	4/23/2024	KOREAN INTERPRETER - WA	125.00	125.00
Sub total for U S BANK:							8,652.71

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4/23/2024	0030587	B&H PHOTO VIDEO	220841741	1/29/2024	ONSITE - COMPUTER MONIT	107.28	
			220806148	1/28/2024	ONSITE - OUTLET AND COMF	37.97	145.25
4/23/2024	0036231	FISHER SCIENTIFIC COMPAN	1109401	3/29/2024	WATER LAB - LAB SUPPLIES	350.25	
			8963688	1/9/2024	WATER LAB - LAB SUPPLIES	219.23	
			8549260	12/18/2023	WATER LAB - CREDIT FOR IN	-555.89	13.59
4/23/2024	0000700	HACH COMPANY	13973210	3/26/2024	WATER LAB - LAB SUPPLIES	551.03	
			13979648	4/1/2024	WATER LAB - LAB SUPPLIES	152.46	703.49
4/23/2024	0000918	LINCOLN STREET STATION	LSSC 3-12-24	3/12/2024	WATER QUALITY - FEDEX OV	88.46	88.46
4/23/2024	0001179	PACIFIC OFFICE EQUIPMENT	1138550	3/29/2024	ADMIN - COPIER 10272	218.30	
			1138555	3/29/2024	ONSITE - COPIER 10297	49.88	
			1138549	3/29/2024	WATER LAB - COPIER 9310	10.35	278.53
4/23/2024	0020849	U S BANK	4878 4-8-24 5	3/28/2024	WATER LAB - AMAZON - LAB	68.76	
			4878 4-8-24 2	3/14/2024	WATER LAB - AMAZON - LAB	53.26	
			4878 4-8-24 3	3/14/2024	WATER LAB - AMAZON - LAB	38.52	
			4878 4-8-24 1	3/8/2024	ONSITE - SAFEWAY - CANDY	24.57	
			4878 4-8-24 6	4/1/2024	WATER LAB - SAFEWAY - LAE	21.76	
			4878 4-8-24 4	3/28/2024	ONSITE - FACEBOOK ADVER	20.64	227.51
4/23/2024	0036338	WSEHA	1410	4/9/2024	ONSITE - JANINE REED REGI	410.00	410.00
4/23/2024	0001179	PACIFIC OFFICE EQUIPMENT	1138554	3/29/2024	HADM - WEST WORK ROOM	53.45	
			1138553	3/29/2024	HADM - NAN'S PRINTER	13.70	67.15
4/23/2024	0041598	AMAZON CAPITAL SERVICES,	IKR3-LJ4D-XHR	4/1/2024	HOPS - HEPA FILTER UNITS, I	17,644.69	
			IKR3-LJ4D-XHR	4/1/2024	HOPS - WARMTH/HYGIENE S	450.37	
			IKR3-LJ4D-XHR	4/1/2024	HOPS - AMAZON BUSINESS F	194.54	18,289.60
4/23/2024	0048760	B & R PAINTING	BR 03-29-24-2	3/29/2024	HOPS - FINAL PAYMENT - PH	4,896.00	4,896.00
4/23/2024	0049058	BASUBAS, STEPHEN	SB BT 04-04-24	4/4/2024	HOPS - BUSINESS MILEAGE -	76.12	76.12
4/23/2024	0049643	DUNCAN, KYRISSA	KD BT 04-01-24	4/1/2024	HOPS - BUSINESS MILEAGE -	61.64	61.64
4/23/2024	0046683	ODP BUSINESS SOLUTIONS	L360113764001	3/25/2024	HOPS - LAMINATOR	412.94	
			360114699001	3/25/2024	HOPS - LAMINATING POUCHI	37.00	
			360114697001	3/25/2024	HOPS - LAMINATING POUCHI	34.18	484.12
4/23/2024	0001179	PACIFIC OFFICE EQUIPMENT	1138556	3/29/2024	HOPS - PH 1ST FLOOR COPII	72.06	
			1138519	3/29/2024	HOPS - PH 1ST FLOOR COLC	12.64	
			1138558	3/29/2024	HOPS - FORKS SINGLE COLC	9.49	
			1138557	3/29/2024	HOPS - FORKS COLOR	7.74	101.93
4/23/2024	0001252	PORT ANGELES, CITY OF	131171-89524 0	3/30/2024	HOPS - HRHC UTILITIES - 2/2	634.20	634.20

Bank : apbank U S BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4/23/2024	0046988	RICHARDSON, SUMMER	SR BT 04-04-24	4/4/2024	HOPS - BUSINESS MILEAGE -	70.55	70.55
4/23/2024	0020849	U S BANK	4902-1 03-11-24	4/8/2024	HOPS - LA QUINTA INN - TEM	1,238.50	
			5178-7 03-23-24	4/8/2024	HOPS - SHERWIN-WILLIAMS	893.50	
			5178-14 04-05-2	4/8/2024	HOPS - STOGGLES - EYE PR	418.01	
			5178-8 03-21-24	4/8/2024	HOPS - BLINDS.COM - BLIND	250.89	
			5178-12 04-02-2	4/8/2024	HOPS - SHERWIN-WILLIAMS	198.09	
			5178-3 03-14-24	4/8/2024	HOPS - COSTCO - TB PATIEN	184.95	
			5178-2 03-13-24	4/8/2024	HOPS - CANVA - ANNUAL SUE	149.90	
			5178-6 03-16-24	4/8/2024	HOPS - AMAZON - TOTE, PEN	124.22	
			5178-11 03-29-2	4/8/2024	HOPS - HOME DEPOT - CHAI	118.28	
			5178-15 04-05-2	4/8/2024	HOPS - CITY OF PORT ANGE	78.09	
			5178-13 04-02-2	4/8/2024	HOPS - HOME DEPOT - CHAI	53.09	
			5178-4 03-17-24	4/8/2024	HOPS - AMAZON - GARLAND,	50.82	
			5178-10 03-31-2	4/8/2024	HOPS - AMAZON - TOASTER	43.55	
			5178-1 03-07-24	4/8/2024	HOPS - SWAINS - LOCKS	32.17	
			5178-5 03-16-24	4/8/2024	HOPS - AMAZON - TAPESTRY	25.01	
			5178-9 03-31-24	4/8/2024	HOPS - AMAZON - BOX CUTT	18.49	3,877.56
4/23/2024	0033201	WESTSIDE PIZZA	WP 04-05-24	4/5/2024	HOPS - GROUP SUPPORT SL	132.75	132.75
4/23/2024	0026762	THE ANSWER FOR YOUTH	11322-23-BTG	4/8/2024	HTF - BRIDGING THE GAP 10	2,698.86	2,698.86
4/23/2024	0046310	OLYMPIC ANGELS	11323-24-TOA 3	4/7/2024	CD/MH - LOVE BOX AND DAR	1,081.18	1,081.18
4/23/2024	0000396	CONCERNED CITIZENS	CC SSD 03-24	4/4/2024	DDD - SSD - MARCH 2024	3,400.00	
			CC PASD 03-24	4/4/2024	DDD - PASD - MARCH 2024	2,060.00	5,460.00
4/23/2024	0020849	U S BANK	4951-1 03-15-24	4/8/2024	DDD - AMAZON - NICHE CUBI	68.06	68.06
4/23/2024	0001685	W.I.S.E.	10381	3/31/2024	DDD - PROFESSIONAL SERVI	20,278.75	20,278.75
Sub total for U S BANK:							60,145.30

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4/23/2024	0000546	EXPRESS SERVICES, INC	30572641	4/10/2024	PUBLIC RECORDS ANALYST	949.60	
			30297155	4/10/2024	CIVIL INVESTIGATOR - MB	63.14	1,012.74
4/23/2024	0001136	OLYMPIC MEDICAL CENTER	9712086692250	4/10/2024	PRE EMP TESTING 97120866	1,182.00	1,182.00
4/23/2024	0001680	WA COUNTIES RISK POOL	C24033114	4/10/2024	CLAIMS	6,667.05	
			C24033193	4/10/2024	CLAIMS	4,775.80	
			C24033112	4/10/2024	CLAIMS	2,553.54	
			C24033113	4/10/2024	CLAIMS	1,336.37	
			C24033115	4/10/2024	CLAIMS	279.50	
			C24033111	4/10/2024	CLAIMS	203.00	15,815.26
4/23/2024	0017582	ARTHUR J GALLAGHER RMS	5080852	4/10/2024	EXCESS W/C	147,155.00	147,155.00
4/23/2024	0020849	U S BANK	RCNCRHJMC9	4/10/2024	SHRM 24 EH/BW	2,465.53	
			CS2201308 SHF	4/10/2024	REGISTRATION - SHRM 24 B	2,295.00	
			CS2203428	4/10/2024	REGISTRATION SHRM 24 EHI	2,295.00	
			325541 PRIMA T	4/10/2024	PRIMA REGISTRATION - T MII	695.00	
			HH91ZQ	4/10/2024	PRIMA 24 FLIGHT T MIELKE	626.20	
			32724 RAT PRE	4/10/2024	PRE EMP DRUG SCREEN	99.00	
			32724 RAT PRE	4/10/2024	PRE EMP DRUG SCREEN	99.00	
			PRE EMP RAT 3	4/10/2024	PRE EMP DRUG SCREEN	75.00	
			MRsBV8mLjn	4/10/2024	WAPRO 24 MEMB KG	65.00	
			113-4174700-19	4/10/2024	PUBLIC RECORDS OFFICE SI	51.17	
			113-0848179-63	4/10/2024	HR OFFICE SUPPLIES	48.96	
			113-3183992-55	4/10/2024	HR OFFICE SUPPLIES	45.98	
			328625040	4/10/2024	PRE EMP DEGREE VERIFICA	39.95	
			327637318	4/10/2024	PRE EMP DEGREE VERIFICA	34.95	
			4830986S185	4/10/2024	LEMAY MOBILE SHREDDING	31.68	
			4834845S185	4/10/2024	LEMAY MOBILE SHREDDING	31.68	
			327394795	4/10/2024	PRE EMP DEGREE VERIFICA	29.95	
			327646205	4/10/2024	PRE EMP DEGREE VERIFICA	24.95	
			328625730	4/10/2024	PRE EMP DEGREE VERIFICA	24.95	
			327637795	4/10/2024	PRE EMP DEGREE VERIFICA	22.95	
			328870405	4/10/2024	PRE EMP DEGREE VERIFICA	20.95	
			TE3WLURN	4/10/2024	PRE EMP DEGREE VERIFICA	20.00	
			TEU3XWJN	4/10/2024	PRE EMP DEGREE VERIFICA	20.00	
			327377207	4/10/2024	PRE EMP DEGREE VERIFICA	19.95	

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
			327637796	4/10/2024	PRE EMP DEGREE VERIFICA	19.95	
			328379290	4/10/2024	PRE EMP DEGREE VERIFICA	19.95	
			328441213	4/10/2024	PRE EMP DEGREE VERIFICA	19.95	
			328707959	4/10/2024	PRE EMP DEGREE VERIFICA	19.95	
			329112078	4/10/2024	PRE EMP DEGREE VERIFICA	19.95	
			329552028	4/10/2024	PRE EMP DEGREE VERIFICA	4.95	
			32824 RAT RF	4/10/2024	REFUND PRE EMP DRUG SCI	-10.00	
			32824 RAT RF II	4/10/2024	REFUND PRE EMP DRUG SCI	-14.00	
			W0051G08D4C	4/10/2024	REFUND FOR CANCELLED PI	-75.00	
			2027353-RF	4/10/2024	REFUND-INTL INVESTIGATIO	-850.00	8,338.50
4/23/2024	0025115	RADIA INC PS	RADIA PRE EMF	4/10/2024	RADIA PRE EMP ML	273.80	273.80
4/23/2024	0025324	CEDAR GROVE COUNSELING	17021	4/10/2024	PRE EMPLOYMENT TESTING	750.00	750.00
4/23/2024	0044480	MINERT & ASSOCIATES	330854	4/10/2024	CDL RANDOM TESTING	839.00	839.00
4/23/2024	0049710	KNAPP, GUY	VOL DRIV ABS F	4/10/2024	VOL DRIV ABST REIM GK	12.00	12.00
Sub total for U S BANK:							175,378.30

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Final Check List
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HR Payroll

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4/23/2024	0001717	STATE OF WASHINGTON	DRS1610419	4/8/2024	2023 OASI ADMINISTRATIVE I	148.32	148.32
4/23/2024	0016373	WESTERN CONFERENCE OF	PENMAR24	4/8/2024	TEAMSTERS PENSION TRUS	7,086.60	7,086.60
Sub total for U S BANK:							7,234.92

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Final Check List
CLALLAM COUNTY

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4/23/2024	0000268	WAVE BUSINESS	10395 1201-0010	4/1/2024	CPI FIBER	4,293.57	4,293.57
4/23/2024	0001641	VERIZON WIRELESS	9960018102	3/24/2024	MARCH CELL SERVICE	781.96	781.96
4/23/2024	0003410	LEMAY MOBILE SHREDDING	483483S185	4/1/2024	SHREDDING	38.50	38.50
4/23/2024	0004211	CENTURYLINK	3604172850-API	4/2/2024	DID ROLLOVER	449.26	449.26
4/23/2024	0020849	U S BANK	546659	3/6/2024	CLRK20240306	527.14	
			1116268242-152	3/18/2024	IT20240318	506.29	
			21281121-845=-1	4/2/2024	IT20240405	500.00	
			111-1355405-241	3/21/2024	IT20240320A	217.79	
			81-419027116	3/14/2024	SHER20240405	164.99	
			111-6001664-431	4/4/2024	IT20240404A	107.08	
			11105570571949	3/26/2024	IT20240326A	74.04	
			11146631417362	3/21/2024	IT20240321	47.79	
			11-4951199-2561	4/10/2024	IT20240404	9.64	
			11362974963251	2/14/2024	SHER20240129	-450.39	1,704.37
4/23/2024	0045293	LUMEN	684012337	4/1/2024	LEVEL 3COMM, TRUNK	1,998.73	1,998.73
Sub total for U S BANK:							9,266.39

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Final Check List
CLALLAM COUNTY

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4/23/2024	0000628	GALLS LLC	027549989	4/3/2024	UNIFORMS & CLOTHING	10.03	10.03
4/23/2024	0001179	PACIFIC OFFICE EQUIPMENT	1138760	3/29/2024	EQUIP-REPAIR/MAINT	231.56	
			1138764	3/29/2024	EQUIP-REPAIR/MAINT	85.86	
			1138763	3/29/2024	EQUIP-REPAIR/MAINT	52.52	
			1138762	3/29/2024	EQUIP-REPAIR/MAINT	11.58	
			1138761	3/29/2024	EQUIP-REPAIR/MAINT	0.98	382.50
4/23/2024	0001252	PORT ANGELES, CITY OF	72927-155134.0	3/30/2024	UTILITIES-CITY OF PA	5,491.52	5,491.52
4/23/2024	0001540	SWAIN'S GENERAL STORE IN	325933	4/8/2024	DET SUPPLIES-SWAINS	87.09	87.09
4/23/2024	0001723	WSDOT/WA ST FERRIES	*RK422932	3/31/2024	TRAVEL/BUSINESS	55.50	55.50
4/23/2024	0017787	DAIRY FRESH FARMS INC	8122410009	4/9/2024	DET FOOD	179.75	179.75
4/23/2024	0020849	U S BANK	72473	3/1/2024	ADVERTISING-VALPAK	440.05	
			044759	3/25/2024	DET FOOD & MEDICAL SUP	298.15	
			099017	3/11/2024	DET FOOD & OFFICE SUP & M	236.63	
			119778	4/1/2024	SOFTWARE LICENSE-RELIAT	217.81	
			QPADEV13G4	4/3/2024	AWARDS AND RECOGNITION	138.14	
			062328	4/3/2024	AWARDS AND RECOGNITION	137.00	
			4048	4/1/2024	SOFTWARE LICENSE-CASA M	135.00	
			VP 69W6DJCD	3/25/2024	OP SUPPLIES-VISTA PRINT	116.64	
			004344	3/11/2024	DET FOOD & SUPPLIES & ME	113.68	
			194135	4/3/2024	AWARDS AND RECOGNITION	100.00	
			065868	3/20/2024	FOOD & OP SUPPLIES	96.38	
			001710	3/14/2024	FOOD-COSTCO	91.90	
			024392	4/3/2024	AWARDS AND RECOGNITION	49.65	
			001593	4/3/2024	DET SUP-WALMART	49.17	
			26617	4/5/2024	AWARDS AND RECOGNITION	49.00	
			051247	3/25/2024	DET FOOD & OFFICE SUP	41.42	
			4834836S185	4/1/2024	PRO SVCS-LEMAY MOBILE SI	23.70	
			041403-2	3/9/2024	POSTAGE-USPS	22.50	
			005164	3/11/2024	AWARDS AND RECOGNITION	15.00	
			018110	3/25/2024	REGISTRATION-FOOD HANDI	10.00	
			004757	4/6/2024	REGISTRATION-FOOD HANDI	10.00	
			045216	3/28/2024	REGISTRATION-FOOD HANDI	10.00	
			00026650	4/5/2024	OP SUPPLIES-SAFEWAY	8.69	2,410.51

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	4/23/2024	0022041	THOMAS SHERRY, M.S.	5030	3/31/2024	PRO SVCS-SSODA	200.00	
				5031	3/31/2024	PRO SVCS-SSODA	200.00	
				5032	3/31/2024	PRO SVCS-SSODA	200.00	
				5029	3/31/2024	PRO SVCS-SSODA	100.00	700.00
4/23/2024	0026600	JEFFERSON COUNTY PUBLIC	03312024	4/10/2024	PRO SVCS	2,328.36	2,328.36	
4/23/2024	0041147	AMERIGAS PROPANE LP	3163098209	4/9/2024	UTILITIES	1,220.55	1,220.55	
4/23/2024	0042355	BRILEY, JUDITH	033124JB	4/5/2024	CAP VOL-MILEAGE	15.54	15.54	
4/23/2024	0045712	RAUCH, NANCY	033124NR	4/10/2024	CAP VOL-MILEAGE	229.14	229.14	
4/23/2024	0046683	ODP BUSINESS SOLUTIONS	L358134333001	3/12/2024	OFFICE SUPPLIES	135.40		
			358115883001	3/12/2024	OFFICE SUPPLIES	69.99	205.39	
4/23/2024	0049599	DORSETT, JENNIFER	195	4/1/2024	PRO SVCS	2,900.00	2,900.00	
Sub total for U S BANK:							16,215.88	

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Final Check List
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Nox Weeds

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4/23/2024	0001540	SWAIN'S GENERAL STORE IN	326034	4/10/2024	TREATMENT SUPPLIES	26.83	26.83
4/23/2024	0001641	VERIZON WIRELESS	9960018105	3/24/2024	PHONE BILL AND PHONE REI	240.67	240.67
4/23/2024	0020849	U S BANK	US Bank2024 4	4/10/2024	MARCH VISA BILL; HOTEL BIL	957.48	957.48
Sub total for U S BANK:							1,224.98

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Final Check List
CLALLAM COUNTY

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4/23/2024	0000091	ANGELES MILLWORK & LUMB	K61510	4/9/2024	SC STEEL DR SLAB HINGES I	911.09	
			k57924	4/9/2024	SMPK LKPLSNT STL DR SLB I	911.09	
			350046	4/9/2024	FG GFCI TAMPER RESIST ME	121.92	
			350353	4/9/2024	FG FAUCET REPAIR KIT WSH	81.09	
			350489	4/9/2024	FG DECK SCREW WASHER E	80.78	
			349953	4/9/2024	DL TEKK PNT FOR GRAFFITT	66.42	
			350247	4/9/2024	SC PAVER PATIO BLOCK FAS	55.57	
			350022	4/9/2024	FG GFCI LATCH	38.42	
			327	4/9/2024	CH ADHESIVE FOR TRSR OF	11.96	
			325	4/9/2024	CH ADHESIVE FOR FINANCE	11.96	
			350461	4/9/2024	SMPK SCREWS	4.77	
			350528	4/9/2024	SMPK SCREWS	2.38	2,297.45
4/23/2024	0000196	BILLS PLUMBING & SANIKAN	Is3668941	4/9/2024	SMPK FWB SANIKAN	105.00	
			s3668766	4/9/2024	RH SANIKAN	100.00	
			s3668799	4/9/2024	SMPK RDG SANIKAN	100.00	
			s3669171	4/9/2024	DRA SANIKAN	100.00	405.00
4/23/2024	0000329	CO-OP FARM AND GARDEN, T	100999	4/9/2024	DRA WEED KILLER BAMBOO	313.59	
			101252	4/9/2024	DRA WEED CONTROL	78.38	391.97
4/23/2024	0000427	CRESCENT WATER ASSOCIA	1459 3/24	4/9/2024	FWB MARCH WATER	55.00	55.00
4/23/2024	0000439	D & K PAINTING, INC.	3672	4/9/2024	DL LABOR & MATERIAL PAINT	2,811.82	2,811.82
4/23/2024	0000677	GRAINGER INC	9068884601	4/9/2024	CDJ KOP KIT CHEM MET PUM	805.02	
			9077783000	4/9/2024	CDJ EAR PLUGS SAFETY GL/	153.67	958.69
4/23/2024	0000699	HAASE WOODWORKS, INC.	1587	4/9/2024	CH WATER DAMAGED CABIN	163.35	163.35
4/23/2024	0000725	HEARTLINE, THE	a19914	4/9/2024	JUV TOPSOIL	160.08	
			a19915	4/9/2024	JUV TOP SOIL	106.72	266.80
4/23/2024	0001036	MURREYS OLYMPIC DISPOS	A8056679s112	4/9/2024	SC GARBAGE	2,865.55	
			8057841s112	4/9/2024	SC RECYCLE	610.28	
			8057345s112	4/9/2024	CH RECYCLE	584.64	
			8056666s112	4/9/2024	DRA GARBAGE	496.10	
			8057842s112	4/9/2024	DRA GARBAGE	146.16	
			8057421s112	4/9/2024	CH RECYCLE	110.96	4,813.69
4/23/2024	0001156	OLYPEN INC	240310-0012	4/9/2024	DRA ONE YEAR EMAIL ADDRI	50.00	50.00
4/23/2024	0001179	PACIFIC OFFICE EQUIPMENT	1138540	4/9/2024	ADM COPIER SERV	289.08	
			1138518	4/9/2024	FG COPIER SERV	129.44	418.52

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4/23/2024	0001187	PAPE MACHINERY INC	15152658	4/9/2024	FG MOWER BLADES SPINDLI	539.16	539.16
4/23/2024	0001198	PART WORKS INC, THE	INV104548	4/9/2024	CH ANGLE STOP LOOSE KEY	36.11	36.11
4/23/2024	0001203	PEN PRINT INC	39743	4/11/2024	FG EXHIBIT TAGS DAY PASSE	918.27	
			39737	4/11/2024	ADM PARKS MASTER PLAN C	266.56	1,184.83
4/23/2024	0001252	PORT ANGELES, CITY OF	60327-152976 3,	4/11/2024	CIB/WSU MARCH UTIL & GAR	1,005.06	
			60387-153006 3,	4/11/2024	FG MARCH UTIL	854.38	
			60387-154282 3,	4/11/2024	FG MARCH UTIL	703.12	
			60387-154442 3,	4/11/2024	FG MARCH UTIL	454.80	
			60387-152998 3,	4/11/2024	FG MARCH UTIL	448.41	
			60387-153004 3,	4/11/2024	FG MARCH UTIL	325.90	
			60387-152668 3,	4/11/2024	FG MARCH UTIL	296.43	
			60387-153008 3,	4/11/2024	FG MARCH UTIL	275.93	
			60387-154714 3,	4/11/2024	FG MARCH UTIL	256.63	
			60387-159546 3,	4/11/2024	FG MARCH UTIL	100.45	
			60387-153000 3,	4/11/2024	FG MARCH UTIL	42.51	
			60387-154634 3,	4/11/2024	FG MARCH UTIL	42.51	
			60387-158232 3,	4/11/2024	FG MARCH UTIL	42.51	4,848.64
4/23/2024	0001253	PORT ANGELES SOLID WAST	1196106	4/11/2024	CH DUMP FEE	122.02	
			1196803	4/11/2024	JUV DUMP FEE	58.31	
			1196732	4/11/2024	JUV DUMP FEE	58.31	
			1196667	4/11/2024	JUV DUMP FEE	45.63	
			1195813	4/11/2024	3RD ST DUMP FEE	31.72	
			1196874	4/11/2024	JUV DUMP FEE	22.82	338.81
4/23/2024	0001258	PORT ANGELES POWER EQU	5128715	4/11/2024	CDJ MAINTENANCE SERVICE	252.89	
			98031245	4/11/2024	SMPK REPAIR SERVICE MOV	154.13	
			98030940	4/11/2024	CH SPOOL INSERT AUTOCUT	79.25	486.27

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4/23/2024	0001300	PUBLIC UTILITY DISTRICT	25839 3/24	4/11/2024	DRA MARCH ELECT	383.28	
			22216 3/24	4/11/2024	SC MARCH ELECT	354.81	
			22650 3/24	4/11/2024	CB MARCH ELECT & WATER	300.55	
			25837 3/24	4/11/2024	DRA MARCH ELECT	279.65	
			25840 3/24	4/11/2024	DRA MARCH ELECT	130.88	
			57419 03/24	4/11/2024	DL MARCH ELECT	115.97	
			25838 3/24	4/11/2024	DRA MARCH ELECT	53.14	
			13424 3/24	4/11/2024	FWB MARCH ELECT	52.07	
			126922 3/24	4/11/2024	LKPLSNT UNMETERED LIGH	14.54	
			57419 3/24	4/11/2024	W LKPLSNT UNMETERED LI	14.54	1,699.43
4/23/2024	0001331	RAINBOW SWEEPERS INC	47245	4/11/2024	FG ASPHALT WORK	1,306.80	
			47244	4/11/2024	CH ASPHALT WORK	1,252.35	2,559.15
4/23/2024	0001540	SWAIN'S GENERAL STORE IN	325731	4/11/2024	DRA WEED PREVENT	261.16	
			325777	4/11/2024	FG WORK PANT (2) B IVY	97.73	
			325612	4/11/2024	CDJ BATTERIES	54.35	
			325766	4/11/2024	CDJ MINERAL OIL COPPER S	8.76	
			325420	4/11/2024	JV HARDWARE FOR ADMIN R	6.34	
			325771	4/11/2024	DRA WEED PREVENT CREDI	-261.16	167.18
4/23/2024	0001576	THURMAN SUPPLY	895534	4/11/2024	SC PVC PARTS FOR CAMP H	101.28	
			896884	4/11/2024	SC DIMMER, SWITCH, ELECT	100.48	
			897377	4/11/2024	CH FAUCET FOR PROS OFFI	86.85	
			896361	4/11/2024	FG REPAIR PARTS FOR WAT	69.72	358.33
4/23/2024	0001577	TK ELEVATOR	30074836823	4/11/2024	CH ELEVATOR SERVICE	2,231.36	2,231.36
4/23/2024	0001718	WA ST DEPT OF REVENUE	Q1 2024	4/11/2024	FG Q1 2024 LEASEHOLD TAX	148.72	148.72
4/23/2024	0002252	R J THOMAS MFG CO INC	270589	4/11/2024	CB BRACE	105.00	105.00
4/23/2024	0019740	PENINSULA FIRE INC.	71805	4/9/2024	CDJ FIRE SUPPRESION SYS	673.75	673.75

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4/23/2024	0020849	U S BANK	Capn T 47507	4/10/2024	M UNIFORM SHIRTS, HATS, V	1,934.89	
			Rockart 330801	4/10/2024	FG SIGNS	1,063.55	
			Grammarly 7439	4/10/2024	FG 1 YR SUBSCRIPTION	156.82	
			Workamper 136	4/10/2024	ADM DRA CAMP HOST AD & Y	148.00	
			viasat a5240667	4/10/2024	CDJ SATELLITE INTERNET	96.21	
			Viasat a5103094	4/10/2024	SC SATELLITE INTERNET	91.20	
			Amaz 2114609	4/10/2024	2207 FAC EV CHRG STN SIGN	70.77	
			amaz 7763450 b	4/10/2024	ADM MAG CLIPS MAG HOOKS	47.88	
			amaz 4933859	4/10/2024	DRA IMAGING DRUM FOR DE	22.68	
			Peninsula Award	4/10/2024	SMPK PLAQUE FOR MEMORI	19.60	
			amaz 7763450	4/10/2024	ADM BATTERIES	8.05	3,659.65
4/23/2024	0028699	SOUND PUBLISHING INC	PDN 993413	4/11/2024	2304PR LKPLSNT REPAIR LE	225.76	225.76
4/23/2024	0033207	HUNT ENGINEERING SERVICE	18569	4/9/2024	2402FAC JV HVAC ENG SERV	7,440.00	7,440.00
4/23/2024	0035592	CAMPLIFE INC	17791609	4/9/2024	DRA SC ONLINE RESERVATIC	2,052.50	2,052.50
4/23/2024	0035842	CLALLAM CO PARKS CREDIT	WorldPay Mar20	4/9/2024	SC DRA MARCH 2024 CC FEE	2,848.68	2,848.68
4/23/2024	0036323	BUCK'S NORTHWEST LANDS	3173	4/9/2024	CH LANDSCAPE MAINTENAN	1,131.52	1,131.52
4/23/2024	0041295	C & C TIMBER INC	4448	4/11/2024	SC 312 BUNDLES FIREWOOD	1,482.00	1,482.00
4/23/2024	0041504	IML SECURITY SUPPLY	4035016	4/9/2024	1906CH DOOR REPAIR PARTS	506.93	506.93
4/23/2024	0041605	HOME DEPOT PRO	796057891	4/9/2024	2009FAC REPLC VAV BOXES	2,681.68	
			796977353	4/9/2024	SC BATH TISS BROOM NTRL	1,796.20	
			798389888	4/11/2024	CDJ CLEANING SUPPLIES	1,053.47	
			797644044	4/9/2024	SMPK BATH TISS	499.20	
			797644051	4/9/2024	SMPK CAN LINERS	376.49	
			798389896	4/11/2024	DRA HANDSOAP SANITARY B	293.97	
			797169182	4/9/2024	CH CLEANER DUST MOP HNI	194.95	
			797169174	4/9/2024	JV CLEANING STRIPPING PAI	109.61	
			796057917	4/9/2024	DRA HANDSOAP	80.66	
			797169166	4/9/2024	DRA BROOM	13.11	
			797169158	4/9/2024	DRA HANDSOAP CREDIT REI	-81.77	7,017.57
4/23/2024	0041765	CALL LUKE LLC	4354	4/9/2024	JUV CIB/WSU PERIM PEST TI	239.58	239.58
4/23/2024	0041995	CASCADIA WATER LLC	3401 3/24	4/9/2024	DRA FEB MARCH WATER	437.00	437.00
4/23/2024	0042126	ADMIT ONE PRODUCTS INC	346020	4/11/2024	FG 32,000 WRISTBANDS FOR	1,105.04	1,105.04

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4/23/2024	0042750	CLALLAM COUNTY FAIR ROY	amaz 1964214	4/9/2024	FG 2024 FR RYLT CORONAT	299.23	
			amaz 0745828	4/9/2024	FG 2024 FR RYLT BAGS BO	242.11	
			Parade Float Su	4/9/2024	FG 2024 FAIR ROYALTY BLUE	146.12	
			ParadeFloatStuf	4/9/2024	FG 2024 FAIR ROYALTY BLUE	101.61	
			Etsy 317201324	4/9/2024	FG 2024 FAIR ROYALTY LETT	85.79	
			Oriental Trading	4/9/2024	FG 2024 FR RYLT BANNERS	70.56	
			amaz 5497806	4/9/2024	FG 2024 FR RYLT METALLIC	41.24	986.66
Sub total for U S BANK:							57,141.92

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	4/23/2024	0000546	EXPRESS SERVICES, INC	30572647	4/10/2024	EXPRESS PAYMENT	356.18	356.18
	4/23/2024	0001179	PACIFIC OFFICE EQUIPMENT	1138543	4/10/2024	POE CONTRACT	198.51	
				1138544	4/10/2024	POE CONTRACT	366.57	
				1138545	4/10/2024	POE CONTRACT	138.59	
				1138546	4/10/2024	POE CONTRACT	47.86	751.53
	4/23/2024	0001641	VERIZON WIRELESS	9959930042	4/10/2024	VERIZON BILL	1,047.79	1,047.79
	4/23/2024	0020849	U S BANK	ROCKET04/10/2	4/10/2024	REPAYMENT OF ROCKET	17.70	
				80365669835	4/10/2024	CORONER FEE	110.00	
				29772	4/10/2024	CORONER PRODUCTS	248.03	
				796JKST9	4/10/2024	CORONER	65.70	
				1675088	4/10/2024	LEMAY SHREDDING	31.68	
				447697	4/10/2024	COPY REQUEST	5.49	
				849885147	4/10/2024	WESTLAW	469.22	
				849809897	4/10/2024	WESTLAW	3,259.86	
				2818409	4/10/2024	PDN ANNUAL RENEWAL	187.20	
				4150665	4/10/2024	OFFICE SUPPLIES	39.05	
				7759416	4/10/2024	OFFICE SUPPLIES	29.40	
				6947431	4/10/2024	OFFICE SUPPLIES	11.98	
				8322648	4/10/2024	OFFICE SUPPLIES	123.57	
				REFUND4/10/24	4/10/2024	REFUND OF PRODUCTS	-335.83	
				29907674	4/10/2024	HOTEL FOR TRAINING	791.90	
				25895207	4/10/2024	HOTEL STAY FOR TRAINING	791.90	
				82734	4/10/2024	INSURANCE FOR HOTEL STA	32.42	
				8192910	4/10/2024	HOTEL FOR WITNESS	381.45	
				1686738	4/10/2024	LEMAY SHREDDING	4.74	
				1675087	4/10/2024	LEMAY SHREDDING	31.68	
				1675086	4/10/2024	LEMAY SHREDDING	31.68	
				1675089	4/10/2024	LEMAY SHREDDING	31.68	6,360.50
	4/23/2024	0046683	ODP BUSINESS SOLUTIONS	L359974604001	4/10/2024	OFFICE SUPPLIES	445.19	
				359985817001	4/10/2024	OFFICE SUPPLIES	19.39	464.58
Sub total for U S BANK:							8,980.58	

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4/23/2024	0000099	A-1 AUTO PARTS	1477362	3/28/2024	Hydraulic Coupling and Wire - S	120.31	
			1478956	4/8/2024	Hydraulic Coupling and Wire - S	87.86	
			1478952	4/8/2024	Permatex, Tap - SQ 110	36.63	
			1478344	4/4/2024	Permatex - SQ 401	15.67	260.47
4/23/2024	0000172	BAXTER A/P OFFICE	15663-64956	4/9/2024	Car Wash-DP Crystal - PA	19.14	19.14
4/23/2024	0000239	BROTHERS PLUMBING INC	96741	3/27/2024	Leak Repair - SQ 20-B203	1,377.74	1,377.74
4/23/2024	0000329	CO-OP FARM AND GARDEN, T	1101327-24	4/10/2024	Propane - SQ 846	29.93	29.93
4/23/2024	0000555	FASTENAL COMPANY	WAPOR96332	3/6/2024	CB3/8-16X10 Z KEG - PA 181	15.40	15.40
4/23/2024	0000592	FORKS AUTO ELECTRIC	961938	4/9/2024	Radio - LC 203	62.58	62.58
4/23/2024	0000599	FORKS OUTFITTERS	8APR2024ERR2	4/8/2024	Caster SWVL - LC 415	34.71	
			8APR2024ERR1	4/8/2024	Screw Lids -LC 1722	32.55	67.26
4/23/2024	0000677	GRAINGER INC	9058054421	3/19/2024	Speakers - PA 417	176.58	
			9074852428	4/3/2024	V Belt - PA 451	132.70	309.28
4/23/2024	0000772	INDUSTRIAL HYDRAULICS INC	A347379	4/5/2024	Hose, Fittings, Couplers- LC Str	797.44	797.44
4/23/2024	0000848	PAPE KENWORTH NORTHWE	14524033	3/15/2024	Insite Pro - PA	1,034.55	
			14524040	3/15/2024	Insite 5.4 Lite - SQ	969.21	
			14533380	3/20/2024	Piggyback Kit - LC Stores	542.96	
			14566063	4/4/2024	Press Switch - PA 242	61.39	
			14518344	3/13/2024	Fuel Harness - PA 202	43.60	
			14483345	2/24/2024	Core Return Credit - PA 200	-1,905.75	745.96
4/23/2024	0001036	MURREYS OLYMPIC DISPOS	A8056688S112	4/1/2024	Garbage Services - SQ	244.14	244.14
4/23/2024	0001187	PAPE MACHINERY INC	15152267	3/29/2024	Flashing - PA 803	1,294.49	1,294.49
4/23/2024	0001251	PORT ANGELES AUTO GLASS	0074128	4/8/2024	Windshield Install - PA 117	619.64	
			0074130	4/9/2024	Windshield Install - PA 102	619.64	1,239.28
4/23/2024	0001252	PORT ANGELES, CITY OF	934-358/040624	4/6/2024	Utility Charges - PA	4,188.06	4,188.06
4/23/2024	0001300	PUBLIC UTILITY DISTRICT	22716/00402202	4/2/2024	Electric Utility, 384 Frontier - CE	153.42	153.42
4/23/2024	0001405	LES SCHWAB TIRE CENTERS	38100578679	4/8/2024	Tires - SQ 416	161.58	161.58
4/23/2024	0001551	TACOMA SCREW PRODUCTS	140107609-00	4/3/2024	Bulk Brake Cleaner - PA	318.78	318.78
4/23/2024	0001762	WEST END MOTORS INC	1505	3/19/2024	Tires - LC 415	1,113.15	
			1504	3/19/2024	Tires - LC 104	792.78	1,905.93
4/23/2024	0001781	WHITEHEADS AUTO PARTS	IN282169	3/25/2024	Flange Bearings - LC Stores	573.13	
			282939	4/3/2024	Fuel Filters - PA Stores	90.09	
			282959	4/3/2024	Brake Cleaner - LC	44.18	
			283405	4/9/2024	Trailer Ball - LC 415	18.34	725.74

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4/23/2024	0005032	OWEN EQUIPMENT COMPAN	00114490	4/2/2024	Dirt Shoe - PA 401	1,711.74	1,711.74
4/23/2024	0017663	ARAMARK UNIFORM SVCS IN	5120443868	4/9/2024	Laundry Services - PA	21.30	
			5120441620	4/4/2024	Laundry Services - SQ	16.34	
			5120443854	4/9/2024	Laundry Services - LC	16.28	53.92
4/23/2024	0020849	U S BANK	3953-482189	3/8/2024	SAi-Subscription - PA	808.99	
			7844-3865038	3/16/2024	Amzn:Amzn-Anvil - PA 20-B201	282.35	
			1968-4817068	4/1/2024	Paper Towels - SQ 20-B100	94.78	
			7844-7841812	3/14/2024	Amzn:Amzn-Wallplate - PA 20-E	60.83	
			7844-9931469	4/3/2024	Amzn:OKONES-Stamp - PA 20-	42.35	
			7844-064539	3/7/2024	Harbor Freight-Hole Pliers - PA	28.30	
			7844-1959419E	3/20/2024	Amzn:AllDirect-Cutting Fluid - P	24.87	
			7844-3829841	3/18/2024	Amzn:AllEnergy- Batteries - PA	17.37	
			9221-5521820	4/1/2024	Home Depot-Hex Bolts - SQ 24	9.53	
			7844-4743439	4/3/2024	Amzn:Amzn-Staplers - PA 20-B	7.86	1,377.23
4/23/2024	0022435	RACE STREET AUTO PARTS	668441-24	4/9/2024	Install Kits, Gear Oil - PA 105	191.71	
			667825-24	4/3/2024	V Belt - PA 451	162.93	
			668455	4/9/2024	Various Filters - PA 618	142.40	
			667535-24	4/1/2024	Spark Plugs, Ignition - PA 20-St	62.94	
			667118-24	3/28/2024	Headlights - SQ 40	27.99	
			665283-24	3/11/2024	Headlights - PA 20-OPNET, OP	21.62	609.59
4/23/2024	0036423	TEC EQUIPMENT INC	805536K	3/27/2024	2500RDS ST - LC 402	7,431.75	7,431.75
4/23/2024	0038374	IRONCLAD COMPANY	27868	3/15/2024	Tube Broom - PA Stores	3,408.71	3,408.71
4/23/2024	0042872	PROPANE NORTHWEST	1513229003	4/1/2024	Annuel Tank Rent - LC	2.00	2.00
4/23/2024	0043469	PETROCARD	0515744-IN	4/9/2024	Unleaded - CH	12,428.80	
			0515613-IN	4/8/2024	5w20, Grear Oil - PA	1,497.03	13,925.83
Sub total for U S BANK:							42,437.39

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4/23/2024	0000091	ANGELES MILLWORK & LUMB	350603	4/8/2024	MAINTENANCE SUPPLIES-TR	51.69	51.69
4/23/2024	0000196	BILLS PLUMBING & SANIKAN	IS3669010	4/5/2024	SANIKAN RENTAL	100.00	100.00
4/23/2024	0000546	EXPRESS SERVICES, INC	30572648-10101	4/10/2024	EXPRESS EMPLOYMENT 04/C	3,045.98	3,045.98
4/23/2024	0000561	FERGUSON ENTERPRISES IN	2375202	3/12/2024	MAINTENANCE SUPPLIES-SC	851.86	
			2373778	2/29/2024	MAINTENANCE SUPPLIES-SC	739.62	1,591.48
4/23/2024	0000594	DECKER CITY HARDWARE, TI	820744	4/3/2024	MAINTENANCE SUPPLIES-LC	53.30	53.30
4/23/2024	0000709	HARBOR SAW & SUPPLY	793147	4/10/2024	MAINTENANCE SUPPLIES-LC	545.43	545.43
4/23/2024	0000885	LAKESIDE INDUSTRIES, INC	264401	3/31/2024	EZ STREET ASPHALT	201.25	201.25
4/23/2024	0001300	PUBLIC UTILITY DISTRICT	30702-040424	4/4/2024	03/02-03/31 66 LOWER DAM F	53.71	53.71
4/23/2024	0001540	SWAIN'S GENERAL STORE IN	325942	4/8/2024	MAINTENANCE SUPPLIES	16.30	16.30
4/23/2024	0001614	UNITED STATES DOSIMETRY	05306	3/30/2024	2024 Q1 WHOLE BODY BADG	395.48	
			05165	3/31/2024	2024 Q1 ANNUAL REPORTS	66.43	461.91
4/23/2024	0017663	ARAMARK UNIFORM SVCS IN	5120443867	4/9/2024	LAUNDRY SERVICE-PA	16.34	
			5120443855	4/9/2024	LAUNDRY SERVICE-LC	16.30	
			5120441621	4/4/2024	LAUNDRY SERVICE-SQ	16.29	48.93

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	4/23/2024	0020849 U S BANK	8427-T3MC4	3/24/2024	ATSSA- MAINT SUPPLIES	413.54	
			3953-316438	3/12/2024	AASHTO STORE	400.00	
			3953-0791-0424	3/26/2024	CENTURYLINK	358.09	
			9221-4015038	3/13/2024	HOME DEPOT MAIN SUPPLIE	350.92	
			3953-8002030S	3/31/2024	MURREYS -WASTE DISPOSA	301.49	
			3953-7418655-1	3/27/2024	AMAZON MAINT SUPPLIES	272.24	
			9221-9120278	3/18/2024	HOME DEPOT SMALL TOOLS	216.71	
			3953-00317922	4/3/2024	AASHTO STORE	200.00	
			9221-0514689	3/27/2024	HOME DEPOT MAINT SUPPLI	178.78	
			3953-1356-0424	3/26/2024	CENTURYLINK	145.86	
			1968-229027	3/12/2024	HOME DEPOT- SMALL TOOLS	140.09	
			9221-1514585	3/26/2024	HOME DEPOT MAINT SUPPLI	127.12	
			3953-790849	4/3/2024	FORESTRY SUPPLIERS INC -	122.11	
			3953-24461089	3/7/2024	HOLIDAY INN EXPRESS	118.13	
			3953-62808565	3/7/2024	HOLIDAY INN EXPRESS	118.13	
			9221-3015155	3/14/2024	HOME DEPOT MAINT SUPPLI	87.13	
			8427-068946	4/1/2024	HARBOR FREIGHT-MAINT SU	84.91	
			1968-6905040	4/1/2024	AMAZON MAINT SUPPLIES	80.71	
			3953-6444266	4/6/2024	AMAZON MAINT SUPPLIES	68.40	
			3953-1329801	4/3/2024	AMAZON MAINT SUPPLIES	67.47	
			1968-5777820	4/1/2024	AMAZON MAINT SUPPLIES	64.06	
			8427-9089090	3/26/2024	KITTITAS SHELL- FUEL CONS	62.90	
			3953-042942	3/22/2024	BJS FOOD AND FUEL	58.57	
			3953-2168250	3/29/2024	AMAZON MAINT SUPPLIES	43.55	
			9221-0023609	3/7/2024	HOME DEPOT MAINT SUPPLI	42.16	
			1968-7423425	3/12/2024	AMAZON MAINT SUPPLIES	41.37	
			3953-36136724	3/7/2024	UNDERSTANDING LOCAL GO	40.00	
			3953-7418655-2	3/27/2024	AMAZON MAINT SUPPLIES	39.19	
			1968-4220249	4/1/2024	AMAZON MAINT SUPPLIES	37.16	
			1968-2462668	4/1/2024	AMAZON MAINT SUPPLIES	32.62	
			3953-1685924	2/26/2024	LE MAY MOBILE SHREDDING	31.68	
			3953-1431409	4/2/2024	AMAZON MAINT SUPPLIES	20.68	
			3953-6285053	3/7/2024	AMAZON MAINT SUPPLIES	19.55	
			3953-018301	3/19/2024	WA STATE FERRIES	17.90	
			7844-8774667	3/5/2024	AMAZON MAINT SUPPLIES	17.19	

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
			1968-PRIME042	3/11/2024	AMAZON PRIME	16.32	4,436.73
4/23/2024	0020849	U S BANK	3953-PRIME-042	4/8/2024	AMAZON PRIME	16.32	
			3953-1685925	3/25/2024	LE MAY MOBILE SHREDDING	15.84	
			1968-2760242	3/12/2024	AMAZON MAINT SUPPLIES	13.04	
			7844-1959419R	4/1/2024	AMAZON MAINT SUPPLIES	9.37	
			9221-6329564	4/2/2024	WSDOT GOOD TO GO - FEE	5.50	60.07
4/23/2024	0022435	RACE STREET AUTO PARTS	668583	4/10/2024	MAINTENANCE SUPPLIES- S	74.03	74.03
4/23/2024	0028699	SOUND PUBLISHING INC	PDN990884	2/2/2024	ADVERTISING SOUND PUBLI	258.96	
			PDN991948	2/23/2024	ADVERTISING SOUND PUBLI	169.32	
			PDN991942	2/23/2024	ADVERTISING SOUND PUBLI	96.28	
			PDN990885	2/2/2024	ADVERTISING SOUND PUBLI	87.15	
			8120371-1	1/31/2024	ADVERTISING SOUND PUBLI	18.71	630.42
4/23/2024	0029002	3M	9427932487	3/28/2024	MAINTENANCE SUPPLIES	941.70	941.70
Sub total for U S BANK:							12,312.93

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4/23/2024	0000074	AM TEST, INC.	139366	4/8/2024	WWTP-TEST SAMPLE	500.00	500.00
4/23/2024	0001148	OLYMPIC SPRINGS INC	267930	3/31/2024	WWTP-DRINKING WATER	119.90	119.90
4/23/2024	0001300	PUBLIC UTILITY DISTRICT	22718-040224	4/2/2024	02/28-03/27 410 FRONTIER ST	870.84	
			22602-040224	4/2/2024	02/28-03/27 BOGACHIEL & PIC	257.40	1,128.24
4/23/2024	0020849	U S BANK	3953-1116-0424	3/24/2024	CENTURYLINK	255.75	
			2913-100016613	4/10/2024	USPS -POSTAGE	89.77	
			2913-5049830	4/10/2024	USPS -POSTAGE	89.70	
			2913-0201021	4/10/2024	USPS -POSTAGE	81.45	
			2913-18304224	4/10/2024	USPS -POSTAGE	63.24	
			2913-4449824	3/16/2024	USPS -ADJUSTMENT	30.85	610.76
4/23/2024	0020614	WOOD HAWK, INC	2097	4/8/2024	WASTE TRANSFER SERVICE	1,495.00	1,495.00
4/23/2024	0049708	SMITH, MARK	30533	3/25/2024	RIEM FOR MAINTENANCE RE	453.41	453.41
4/23/2024	0044905	SYSTEMS INTERFACE	31077ADJ	4/10/2024	SYSTEMS INTERFACE INC	1,728.15	1,728.15
4/23/2024	0000546	EXPRESS SERVICES, INC	30572648-43401	4/10/2024	EXPRESS 04/01-04/07 CROS	581.70	581.70
Sub total for U S BANK:							6,617.16

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Final Check List
CLALLAM COUNTY

Public Works (2) Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	4/23/2024	0001300	PUBLIC UTILITY DISTRICT	16040	3/31/2024 01/24~03/24 BROADBAND WS	31,559.07	
				16041	3/31/2024 01/24~03/24 BROADBAND PW	939.07	32,498.14
Sub total for U S BANK:							32,498.14

Sheriff

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4/23/2024	0000008	LEXIS NEXIS RISK MGMT INC	1035851-202403	3/31/2024	PERSON SEARCHES	54.45	54.45
4/23/2024	0000091	ANGELES MILLWORK & LUMB	350617	4/8/2024	EMD SUPPLIES	12.84	12.84
4/23/2024	0000159	BOB BARKER CO INC	#INV2006444	4/1/2024	INMATE COMMISSARY ITEMS	300.95	
			#INV2006485	4/2/2024	TOWELS & CLOTHING	181.17	
			#INV2004215	3/26/2024	JUMPSUITS	85.39	567.51
4/23/2024	0000179	BEERS, RICHARD B	May 2024	4/4/2024	RENTAL AGREEMENT	545.00	545.00
4/23/2024	0000268	WAVE BUSINESS	34011032293-02	4/1/2024	CABLE TV - INMATES	333.62	333.62
4/23/2024	0000268	WAVE BUSINESS	34011032290-02	4/1/2024	CABLE - ADMIN & JAIL	286.32	286.32
4/23/2024	0000268	WAVE BUSINESS	34011240306-01	4/1/2024	CABLE - EDWARDS RD	135.27	135.27
4/23/2024	0000459	DAY WIRELESS SYSTEMS INC	#INV819480	4/1/2024	TROOPER MDT ANTENNA	1,417.50	
			#INV820018	4/4/2024	RADIO SUPPLIES	662.77	2,080.27
4/23/2024	0000593	FORKS, CITY OF	2916	4/2/2024	PRISONER BOARD BILL	316.75	316.75
4/23/2024	0000608	FRANZ FAMILY BAKERIES	117101005214	3/28/2024	FOOD	193.10	
			117101005175	3/21/2024	FOOD	193.10	
			117101005148	3/14/2024	FOOD	193.10	
			117101005060	3/4/2024	FOOD	151.20	
			117101005115	3/7/2024	FOOD	134.40	
			117101005201	3/25/2024	FOOD	134.40	
			117101005169	3/18/2024	FOOD	134.40	
			117101005134	3/11/2024	FOOD	134.40	1,268.10
4/23/2024	0000812	JIFFY CLEANERS	040824	4/8/2024	UNIFORM AND TABLECLOTH	332.18	332.18
4/23/2024	0000918	LINCOLN STREET STATION	February 2024	3/1/2024	SHIPPING COSTS	325.58	325.58
4/23/2024	0001148	OLYMPIC SPRINGS INC	365564	3/19/2024	WATER	116.96	
			365064	3/5/2024	WATER	97.47	
			365953	3/31/2024	WATER COOLER RENT	43.34	257.77
4/23/2024	0001252	PORT ANGELES, CITY OF	82495-151160-A	4/6/2024	UTILITIES - FRONT ST	486.44	
			83907	4/5/2024	DUMP FEES	19.52	505.96
4/23/2024	0001298	PUBLIC UTILITY DISTRICT NO	14741000-Apr24	4/4/2024	UTILITIES - OPSCAN TOWER	66.63	66.63
4/23/2024	0001300	PUBLIC UTILITY DISTRICT	22794-Apr24	5/2/2024	UTILITIES - FRONTIER ST #1	196.78	
			96237-Apr24	4/2/2024	UTILITIES - FRONTIER ST #2	53.89	
			65837-Apr24	4/2/2024	HOOK UP AT MORSE CREEK	52.07	302.74
4/23/2024	0001426	SEQUIM, CITY OF	May 2024	4/11/2024	LEASE AGREEMENT	1,100.00	1,100.00
4/23/2024	0001543	SWANSONS SERVICES CORP	1826535	3/28/2024	INDIGENT PACKS	35.21	
			1826788	4/4/2024	INDIGENT PACKS	32.00	67.21

Bank : apbank U S BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4/23/2024	0001547	SYSKO FOOD SERVICES OF	555568043	3/21/2024	FOOD	2,973.62	
			555538909	3/7/2024	FOOD & SUPPLIES	1,980.36	
			55552921	3/14/2024	FOOD & SUPPLIES	1,626.98	
			555581455	3/28/2024	FOOD & SUPPLIES	1,456.09	
			555574826	3/25/2024	FOOD	407.10	
			555545264	3/11/2024	EQUIPMENT	347.38	
			555581456	3/28/2024	SUPPLIES	299.03	
			555531922	3/4/2024	SUPPLIES	32.64	
			555572044	3/23/2024	FOOD CREDIT MEMO	-40.99	9,082.21
4/23/2024	0001641	VERIZON WIRELESS	9959930040	3/23/2024	CELL PHONE SERVICE	675.11	675.11
4/23/2024	0001714	WA ST DEPT OF NATURAL RE	4900/010017571	4/1/2024	STRIPED PEAK LEASE	4,310.36	4,310.36
4/23/2024	0003410	LEMAY MOBILE SHREDDING	1685861	3/25/2024	SHREDDING	48.52	48.52
4/23/2024	0017787	DAIRY FRESH FARMS INC	8082408817	3/28/2024	FOOD	404.34	
			8082406711	3/7/2024	FOOD	354.89	
			8082407412	3/14/2024	FOOD	352.07	
			8082408114	3/21/2024	FOOD	201.32	
			8082408115	3/21/2024	FOOD	172.51	1,485.13
4/23/2024	0020862	GERMAN, NANCY	May 2024	4/11/2024	LEASE AGREEMENT	2,388.15	2,388.15
4/23/2024	0021386	STAPLES ADVANTAGE	6000895116	3/30/2024	OFFICE SUPPLIES	258.92	258.92
4/23/2024	0022435	RACE STREET AUTO PARTS	668710	4/11/2024	PARTS FOR THE #2 SIGN TR/	25.45	
			668711	4/11/2024	PARTS FOR THE #2 SIGN TR/	22.18	47.63
4/23/2024	0022573	APPLIED CONCEPTS, INC.	436159	4/4/2024	SALKER PATROL 2 ANTENNA	1,878.53	1,878.53
4/23/2024	0024819	QUILEUTE TRIBE	May 2024	4/11/2024	LEASE AGREEMENT	1,200.00	1,200.00
4/23/2024	0037246	MITCHELL, KAREN	030624	3/6/2024	MILEAGE FOR PROJECT LIFE	16.08	16.08
4/23/2024	0041605	HOME DEPOT PRO	797908803	4/3/2024	JAIL & KITCHEN SUPPLIES	1,589.16	
			797644069	4/2/2024	JAIL SUPPLIES	167.04	
			797908795	4/3/2024	JAIL SUPPLIES	63.40	1,819.60
4/23/2024	0042636	HARBOR FOODSERVICE	751507	3/18/2024	FOOD	1,692.32	
			761361	4/8/2024	FOOD	1,074.03	
			762601	4/9/2024	CREDIT MEMO	-51.02	2,715.33
Sub total for U S BANK:							34,483.77

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Final Check List
CLALLAM COUNTY

Sheniff Jail Med

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4/23/2024	0001209	PENINSULA BEHAVIORAL HEALTH	Mar-24	3/31/2024	INMATE MEDICAL	700.00	700.00
4/23/2024	0041537	MCKESSON MEDICAL-SURGICAL	21879194	3/25/2024	MEDICAL CLINIC SUPPLIES	299.92	
			21927520	4/8/2024	MEDICAL CLINIC SUPPLIES	203.15	
			21948145	4/8/2024	MEDICAL CLINIC SUPPLIES	185.37	
			21950279	4/8/2024	MEDICAL CLINIC SUPPLIES	79.56	
			21926927	4/2/2024	MEDICAL CLINIC SUPPLIES	27.10	795.10
4/23/2024	0048022	SOUND INPATIENT PHYSICIAN	ZBW90U5	4/11/2024	INMATE MEDICAL	53.35	
			ZBWEELM	4/11/2024	INMATE MEDICAL	46.71	100.06
Sub total for U S BANK:							1,595.16

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Final Check List
CLALLAM COUNTY

Superior Court

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4/23/2024	0049702	GUTHRIE, DEBRAH	GUT1982523	4/8/2024	24-7-00013-05-WELFARE OF I	30.64	30.64
4/23/2024	0020849	U S BANK	9957442834-P4F	4/9/2024	FEBRUARY 2024 - VERIZON C	50.41	
			9957442834-DC	4/9/2024	FEBRUARY 2024 - VERIZON C	50.41	
			9959930046-P4F	4/9/2024	MARCH 2024 - VERIZON CELI	50.41	
			9959930046-DC	4/9/2024	MARCH 2024 - VERIZON CELI	50.41	
			6750172129	4/9/2024	MARCH 2024 - LEMAY SHREC	15.84	
			9365194982	4/9/2024	APRIL 2024 - LEMAY SHREDD	15.84	233.32
Sub total for U S BANK:							263.96

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Final Check List
CLALLAM COUNTY

Clerk

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4/23/2024	0001179	PACIFIC OFFICE EQUIPMENT	1138509	4/11/2024	CLERK'S OFFICE CONTRACT	113.96	
			1138508	4/11/2024	CLERK'S OFFICE CONTRACT	93.77	207.73
4/23/2024	0033199	LEMAY MOBILE SHREDDING	4834840S185	4/11/2024	CLERK'S OFFICE SHREDDING	31.68	31.68
Sub total for U S BANK:							239.41

Treasurer

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4/23/2024	0000008	LEXIS NEXIS RISK MGMT INC	1382924-202403	4/9/2024	MONTHLY SUBSCRIPTION	115.53	115.53
4/23/2024	0000331	CLALLAM COUNTY AUDITOR	24-161781	4/10/2024	CURRENT USE & DFL REMO\	2,436.00	2,436.00
4/23/2024	0020849	U S BANK	114-2512307-54	4/9/2024	OFFICE EQUIPMENT	296.07	
			105698D0-0001	4/9/2024	INFOGRAPHICS SUBSCRIPTI	120.00	
			114-2252051-40	4/9/2024	OFFICE EQUIPMENT	75.13	491.20
4/23/2024	0046683	ODP BUSINESS SOLUTIONS	L360628630001	4/9/2024	OFFICE SUPPLIES	360.03	
			361051574001	4/9/2024	OFFICE SUPPLIES	24.13	384.16
Sub total for U S BANK:							3,426.89

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Final Check List
CLALLAM COUNTY

WSO Ext

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4/23/2024	0001179	PACIFIC OFFICE EQUIPMENT	1138565	4/23/2024	PACIFIC OFFICE EQUIPMENT	531.98	531.98
4/23/2024	0020849	U S BANK	mar2024usbank	4/23/2024	US BANK VISA	1,299.36	1,299.36
Sub total for U S BANK:							1,831.34



16
APR 23 2024

BOARD of CLALLAM COUNTY COMMISSIONERS

MINUTES for the week of April 15-19, 2024

WORK SESSION – 9 a.m.

The work session convened at 9 a.m., Monday, April 15, 2024. Present were Commissioners French, Ozias and Johnson, and Administrator Mielke.

Items of discussion per the agenda published April 11 were:

- Calendar/Correspondence
- Resolution appointing Dan Butler and Vicki Lowe to the Homelessness Task Force
- Drawing lots and briefing on moving a contract forward for approval regarding the Lake Pleasant Piling Project
- Briefing and call for request for proposals/qualifications for Deferred Compensation 401 (a) and 457 (b) Services to be received no later than Tuesday, May 14, 2024 at 10 a.m.
- Agreement with Washington State Administrative Office of the Courts AOC for support of Family and Juvenile Court Improvement Plan
- Agreement with the City of Port Angeles to utilize each other's procurement agreements
- Discussion and next steps on reinstating the Agricultural Commission
- Agreement amendment 1 with Washington State University, Social and Economic Sciences Research Center for Reconnect
- Agreement with Port of Port Angeles for support efforts with Reconnect
- Letter of support for North Olympic Peninsula Reconnect Coalition Support and Commitments
- Olympic Peninsula Tourism Master Plan 2024-2029 update
- Review legislative priorities to forward to Washington Association of Counties
- Agreement amendment 1 with Sound Law Center for Hearing Examiner Services for July 1 – December 31, 2023
- Discussion on proposed budget revisions to be considered on April 30
- Discussion of proposed supplemental appropriations to be considered on April 30
- Discussion of proposed debatable emergencies to be considered on April 30

Meeting concluded at 11:55 a.m. and continued to an executive session at 11:30 a.m. regarding collective bargaining.

EXECUTIVE SESSION

The Board convened in open session at 12 p.m. to discuss collective bargaining. Present were Commissioners Ozias, French and Johnson, Administrator Mielke, Finance Department Lane and Turner, Human Resources/Risk Management Reyes, and Wenzl and outside council Lynch.

ACTION TAKEN: CMOM to recess to executive session for 1.5 hours, CRJs, mc

The Board recessed into executive session at 12:02 p.m.

The Board convened in open session at 1:27 p.m. and extended for 30 minutes

The Board recessed into executive session at 1:28 p.m.

The Board convened in open session at 2 p.m. and extended for 30 minutes

The Board convened in open session at 2:30 p.m.

ACTION TAKEN: No action taken

REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Chair French called the meeting to order at 10 a.m., Tuesday, April 16, 2024. Also present were Commissioners Ozias and Johnson and Administrator Mielke.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

ACTION TAKEN: CRJm to adopt the agenda as presented, CMOs, mc

PUBLIC COMMENT

- Ed Bowen, Clallam Bay, sent in written comment on 1e and 2f (see attached)

CONSENT AGENDA

- 1a Approval of vouchers for the week of April 8
- 1b Approval of payroll for the period ending March 31
- 1c Approval of minutes for the week of April 8
- 1d Proclamation Recognizing April as Month of Military Children
- 1e Letter of support for Hoko River Floodplain Restoration at Upper Cowan Ranch
- 1f Letter of support for North Olympic Peninsula Recompete Coalition Support and Commitments
- 1g Resolution appointing Jeff Brown to the Dungeness Irrigation District
- 1h Resolution confirming document recording fee revenue deposits/allocation

ACTION TAKEN: CRJm to adopt the consent agenda as presented, CMOs, mc

REPORTS AND PRESENTATIONS

- CRJ read a Proclamation Recognizing April as Month of Military Children
- CMO commented on the emergency support function, artificial intelligence AI, mapping, Dungeness Levee Setback Project – Towne Road, Jamestown S'Klallam Tribe
- CRJ commented on Carbon Forest Management Workgroup, meeting availability, election cameras
- CMF commented on Developmental Disabilities Advisory Council, Recompete

CONTRACTS AND AGREEMENTS

- 2a Purchase order with CDW-G for annual renewal of Microsoft applications

ACTION TAKEN: CRJm to approve, CMOs, mc

- 2b Agreement with New Horizon Communication for phone services

ACTION TAKEN: CRJm to approve, CMOs, mc

- 2c Agreement with Department of Health for the Local Health Officer position

ACTION TAKEN: CRJm to approve, CMOs, mc

- 2d Agreement amendment 2 with Department of Ecology for Pollution, Identification, and Correction (PIC) activities

ACTION TAKEN: CRJm to approve, CMOs, mc

- 2e Agreement with Forest Service for reimburse salary costs of an assigned work crew supervisor for clean-up efforts on forest service lands

ACTION TAKEN: CRJm to approve, CMOs, mc

- 2f Agreement with National Park Service for law enforcement services between jurisdictions

ACTION TAKEN: CRJm to approve, CMOs, mc

HEARING(S)

H1 Resolution adopting the 2024 amendment to the Clallam County Comprehensive Park and Recreation Master Plan 2016-2026

- Don Crawford, Parks, Fair and Facilities, provided a staff report

ACTION TAKEN: CRJm to open the public hearing, CMFs, mc

- No one provided testimony
- The following sent in written testimony: Ed Bowen (see attached)

ACTION TAKEN: CRJm to close the public hearing and adopt, CMFs, mc

H2 Resolution for allocation of year 2024-2027 Regional Surface Transportation Block Grant STBG Program Federal Funding

- Steve Gray, Public Works/Road Department, provided a staff report

ACTION TAKEN: CRJm to open the public hearing, CMFs, mc

- The following provided testimony:
 - John Worthington, Sequim
 - xx

ACTION TAKEN: CRJm to close the public hearing and adopt, CMFs, mc

ADMINISTRATION

3a Resolution authorizing expenditure from the Affordable Housing Sales and Use Tax Fund/ 5th and Fir Street, Sequim property

ACTION TAKEN: CRJm to adopt, CMOs, mc

3b Resolution authorizing expenditure from the Affordable Housing Sales and Use Tax Fund/ 2nd and Oak Street, Port Angeles property

ACTION TAKEN: CRJm to adopt, CMOs, mc

3c Request for waiver of Bid/RFP/Quote requirement for Public Health Office upgrade project

ACTION TAKEN: CRJm to adopt, CMOs, mc

BUDGET

4a Notice that the following budget revisions will be adopted by Resolution on April 30:

Juvenile Services – Reallocation of budgeted Washington State Patrol National Criminal History Improvement Program (WSP-NCHIP) grant funds for purchase of two new Live Scan devices to capture fingerprints on youths booked into detention facility or otherwise ordered to be fingerprinted/\$16,340

NonDept – Affordable Housing Sales Tax –

- Reallocation of budgeted funds for a new Peninsula Behavioral Health affordable housing project: 1406 funding to assist with the rehabilitation of a 5-bedroom Permanent Supported Housing Group located at 5th & Fir Street in Sequim/\$250,000
- Reallocation of budgeted funds for a new Peninsula Behavioral Health affordable housing project: \$1,250,000 of 1406 and 1590 funding to assist with the development of a 36-unit Multi-family Permanent Supported Housing facility strategically situated on 2nd & Oak Street in Port Angeles. This Budget Revision provides \$1,040,000 towards this project. A Debatable Emergency is in process to provide the additional \$210,000 needed to complete the funding (1 of 2)/\$1,040,000

Health & Human Services – Foundational Public Health Services –

- Reallocation of funding to be used in partnership with the County's Emergency Operations Center to purchase equipment that can be used for events of public health emergency responses for climate change related events such as wildfires or other environmental changes that are occurring where physically getting to a location is not possible. Two drones will be purchased with the funding and operations will be performed by skilled individuals within the Sheriff's Department (2 of 2)/\$77,000

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of April 15-19, 2024
Page 4

- Reallocation of funding to be used for baseline power and communications service preparations that can be used in partnership with the County's Emergency Operations Center and Parks, Facilities and Maintenance departments in the event of a public health emergency. Items to be purchased include individual office use solar generators, a large hybrid mobile generator that can be moved to offsite locations, Star Link for west end communication ability, Verizon wi-fi hotspots, and a mobile generator with lighting capability for a staging area at the county fairgrounds (2 of 2)/\$195,000
- Reallocation of funding to be used to enhance public health emergency communication capabilities through the county's amateur radio programs in partnership with Emergency Operations Center. Additional Health and Human Services departmental purchases will be for satellite telephones and satellite wi-fi modems (2 of 2)/\$115,000

ACTION TAKEN: CRJm to issue notice, CMOs, mc

4b Notice that the following supplemental appropriations will be adopted by Resolution on April 30:
Board Of County Commissioners – Recompete Grant – New Recompete Securing Federal Funding Initiative grant will be used to support the economic research, grant writing, and capacity expansion for underserved areas to participate in application/\$500,000
Health & Human Services Operations –

- Department of Health Consolidated Contract #17 is adding new revenue for post Covid-19 workforce development and improvements and will be used to purchase office furniture, carpet replacement, painting, restocking of personal protective equipment (PPE), and HEPA filtration machines for clinic rooms, health department employee offices, and for loan availability to nursing homes during patient Covid-19 outbreaks/\$200,000
- Department of Health Consolidated Contract #17 is adding new revenue for the Women, Infants & Children (WIC) program to purchase child safety furniture for use in clinic and waiting rooms, personal protective equipment (PPE), office and clinic supplies, printer toners, advertising, subcontracted nutritional services, and ending fund balance for previously budgeted salaries and benefits/\$116,051
- Additional funding to be used for improvements at the Forks Health Department. The estimated costs of improvements include a heat pump, windows, crawl space repairs, and pest control/\$26,000
- Additional funding to be used in partnership with the County's Emergency Operations Center to purchase equipment that can be used for events of public health emergency responses for climate change related events such as wildfires or other environmental changes that are occurring where physically getting to a location is not possible. Two drones will be purchased with the funding and operations will be performed by skilled individuals within the Sheriff's Department (1 of 2)/\$77,000
- Additional funding to be used for baseline power and communications service preparations that can be used in partnership with the County's Emergency Operations Center and Parks, Facilities and Maintenance departments in the event of a public health emergency. Items to be purchased include individual office use solar generators, a large hybrid mobile generator that can be moved to offsite locations, Star Link for west end communication ability, Verizon wi-fi hotspots, and a mobile generator with lighting capability for a staging area at the county fairgrounds (1 of 2)/\$195,000
- Additional funding to be used to enhance public health emergency communication capabilities through the county's amateur radio programs in partnership with Emergency Operations Center. Additional Health and Human Services departmental purchases will be for satellite telephones and satellite wi-fi modems (1 of 2)/\$115,000

Health & Human Services – Environmental Health – Additional funding to be used for purchase of a desk, file cabinets, and bookshelves/\$4,900

Sheriff – Operations – Annual award from Washington State Department of Commerce for programs supporting STOP (Services, Training, Officers, and Prosecutors) Violence Against Women to be used to purchase a specialized camera the detectives unit can use on County cases or by law enforcement partners/\$12,000

ACTION TAKEN: CRJm to issue notice, CMOs, mc

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of April 15-19, 2024
Page 5

- 4c Resolution calling for a hearing to be held April 30 at 10:30 a.m. for the following debatable emergencies:

Hearing Examiner – Additional funding needed to cover the 2023 Hearing Examiner services invoiced in 2024/\$24,750

NonDept – Affordable Housing Sales Tax - Reallocation of budgeted funds for a new Peninsula Behavioral Health affordable housing project: \$1,250,000 of 1406 and 1590 funding to assist with the development of a 36-unit Multi-family Permanent Supported Housing facility strategically situated on 2nd & Oak Street in Port Angeles. This Budget Revision provides \$1,040,000 towards this project. This Debatable Emergency provides \$210,000 toward the project. A Budget Revision is in the process to provide the additional \$1,040,00 needed to complete the funding (2 of 2)/\$210,000

Sheriff – Jail –

- OAC was contracted to create a conceptual design of how the jail could expand within the footprint of the current Sheriff's Office administration, patrol, and evidence rooms of the courthouse. This design was completed last year but was not invoiced until now/\$25,000
- Contracted costs for Norpoint Services to provide courthouse security from January 1 through June 30, 2024 have been expended from a Court Security Grant. It is not anticipated at this time the jail staff will be able to cover the security detail until the Norpoint contract expires/\$71,300

ACTION TAKEN: CRJm to issue notice, CMOs, mc

PUBLIC COMMENT

- Karin Cummins, Sequim, commented on Towne Road meeting, government, noise ordinance, Month of Military Children (see attached)
- John Worthington, Sequim, commented on Jamestown S'Klallam Tribe meeting
- Denise Lapio, Sequim, commented on Towne Road meeting, Month of Military Children
- Derrick Eberle, Sequim, commented on Towne Road
- Pepai Whipple, Sequim, commented on Towne Road meeting, fish
- Jamie Porter, Sequim, commented on Towne Road meeting, comments made about Commissioner Ozias

Meeting concluded at 11:42 a.m. and continued to 9 a.m., Monday, April 22, 2024

The Board of Commissioners attended Board of Health Meeting, Clallam Transit Meeting, Coffee with Colleen, and Finance Committee Meeting during the week of April 15.

PASSED AND ADOPTED this 30th day of April 2024.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

ATTEST:

Randy Johnson

Loni Gores, MMC, Clerk of the Board

Mark Ozias

KEY TO ABBREVIATIONS:

ATM Administrator Todd Mielke
CMO Commissioner Mark Ozias
CRJ Commissioner Randy Johnson
CMF Commissioner Mike French

m moved
mc motion carried
s seconded

Gores, Loni

Public Comment
Ed Bowen

From: Ed Bowen <rockypt@olypen.com>
Sent: Tuesday, April 16, 2024 9:13 AM
To: Ozias, Mark; Johnson, Randy; Ozias, Mark; Gores, Loni
Cc: King, Brian
Subject: 16APR BOCC Board Meeting Public Comment Agenda 2f.

4/16/24

Clallam County and Board of County Commissioners, I am not able to give public comment on an agenda item before you today, in person nor via Zoom:

Today on your board meeting is the proposal to pass an agreement that has serious detrimental effects on my personal freedoms and constitutional rights: 2f. Agreement with National Park Service for law enforcement services between jurisdictions

I have provided due diligence comments to this approaching decision of yours of such impact to my freedom and rights but, except from Commissioner Ozias, nothing heard and no response to my issue presented on 8April2024 well in advance of this action before you. To me this is a complete violation by the other two commissioners and the Sheriff to my due process. Do not approve this agreement until such due process is addressed and a completely defensible response is provided. What are my rights and how am I to deal with these other entities when they are tasked within County jurisdiction, and what rights do I have when I call upon the Sheriff to respond to my needs within "their" jurisdiction?

Commissioner Ozias did not in his response address my issues, he only explained/reposted the boosting justification the Sheriff used during the worksession that justifies this action ONLY on the behalf of the county government, but NOT the citizens. This is total misrepresentation of the due sworn duty of all four of you elected officials! And to this date, the Sheriff has made no attempt to explain this to me or my fellow citizens that will be subject to such impact to our own lives; I have zero interest in how this will benefit HIS impact to his services to his staff at this point. I insist this be a factor of what it does and doesn't do for ME. This is also a good indication of the abuse of the use of the "advisory committee" methodology this county has tuned in to deferring it's obligatory duty: following the Sheriff Advisory Committee this topic to include the Makah agreement and now I understand the Quileute Tribe agreement has not even been a matter of updates on the committee's agenda (let alone inviting public comment on such in a general manner).

Who then is responsible for my reporting of a failure this will result in, who gets sued or other avenues of defending my rights when this fails and it will? That is not a threat, it is what your failure and the Sheriff's is in regards to what corner you are forcing me into.

And lastly at this point in time, will you even "ALLOW" me to speak when you host the ONP Superintendent at the upcoming May worksession, or will you continue to isolate me from the process?

Ed Bowen

From: Ozias, Mark [mailto:mark.ozias@clallamcountywa.gov]
Sent: Monday, April 08, 2024 1:31 PM
To: Ed Bowen
Subject: RE: 8APR Worksession Agenda Items 9 and 12

Hello, I just listened to your voicemail.

With regard to the Interlocal between the Sheriff and ONP, the point is to be able to provide mutual aide. For example, without this agreement our Sheriff is technically not able to respond to an emergency at Camp David, Jr (or other locations within ONP; the Sheriff even highlighted their lack of ability to provide law enforcement services when transporting a detained individual between Port Angeles and Forks along Lake Crescent.) As with many things these days the agreement is as much to outline liability and insurance coverage. The agreement also facilitates calling on a Park Ranger for help when and if the situation necessitates. The Sheriff indicated that the focus would be on emergency-type situations rather than more mundane law enforcement activities like traffic control.

Hope that helps at least a little,

Mark Ozias

Clallam County Commissioner

** Please note my new email address: mark.ozias@clallamcountywa.gov*

** This correspondence may be subject to disclosure under the Public Records Act.*

From: Ed Bowen <rockypt@olympen.com>
Sent: Monday, April 8, 2024 8:47 AM
To: French, Mike <Mike.French@clallamcountywa.gov>
Cc: Ozias, Mark <mark.ozias@clallamcountywa.gov>; Johnson, Randy <randy.johnson@clallamcountywa.gov>
Subject: 8APR Worksession Agenda Items 9 and 12

Commissioners

Comments to Agenda items 9 and 12 before you today at the 8 Apr worksession.

Item 9 and agreement between the county and the ONP: This is a continuation of probably updating agreements that address our law enforcement needs; however the citizens are left out

of the equation. Just like the recent agreement with the Makah Tribe, the citizens are left unaware of how such an agreement affects us. What are our rights? What can we expect and if we don't agree with the non-county representative what procedures do we have to object to their intrusion in to our lives and freedoms they may not understand are limited in scope. For one, it is a benefit if a serious criminal incident is taking place to intervene, but what about everything else. Or is the image of a police state and my constitutional protections of search and seizure while in the jurisdiction of the county at stake. Who then do I hold accountable, who do I sue for false imprisonment?

The signatories to this agreement before you have done zero to explain this, let alone and even more important to me is "Why". What's different in this document that isn't already covered in the current agreement of record? How does this improve my life both inside the respective Park and County jurisdictions? Just like when the Makah agreement was brought before you and you voted in favor, nothing heard, nothing will likely ever be heard on that one; a cumulative effect of questioning my freedoms.

Put this on pause, do not make any assumption today at this worksession that you are voting in favor to move this forward let alone have the chair who is not present today sign it in the blind. What's the rush, besides a convenience for the county, why rush to get this done now?

Suggestion, in May the ONP comes before the BOCC; maybe that's the best place to explain this to we the people?

Agenda item 12:

Deleted for the purpose of this email

Ed Bowen
P.O. Box 111
Clallam Bay, WA 98326



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Gores, Loni

From: Ed Bowen <rockypt@olypen.com>
Sent: Tuesday, April 16, 2024 11:01 AM
To: Ozias, Mark; Johnson, Randy; French, Mike; Gores, Loni
Subject: 16APR2024 BOCC General Public Comments

Commissioners:

I'll have to wait to listen to Granicus to hear what you decided on today, but given I haven't heard any response to my submissions and the time I have spent to engage this county on the topics that are most important to me as a dedicated citizen of this country. With that said:

I suspect you passed your concurrence agenda that included the Cowan Ranch Letter of Support, today's agenda 1e.

From 8 April, I didn't get a response and I'm not likely going to forget, Agenda item 12:

I do not agree to this letter of support, besides not complying with what we the people who participated in the State Park's CAMP plan of 2008, this activity is degradation of the state park for its primary purpose. And this particular site is a serious impact to emergency management when the wave comes washing in and we the people need a place to escape to. This landscape is agriculture, how can you support this project and tax us under Conservation Futures at the same time for preservation of agriculture lands in this county?

Note none of you nor the DCD director have responded to my concerns; so make it a matter of record you four have failed this citizen. Your signature on such a letter will be brought up to my constitutional process of objection that results in this citizen being insulted by the waist of engaged time. Damage is likely done, you now have to live with any damage as a result of you being an accessory to the crime.

When I listen to Granicus, I don't believe I will have the details behind all the HHS stuff in the Budget section for today; how will I know those details and who will I ask my many questions I already have. So please don't further insult my dedication to country; just designate who I need to talk to about these sections?

Have you yet solved my complaint about the settings in Zoom that prohibit my freedom of speech that is at least equal to those who attend in person? The county administrator has thrown this issue back at you, didn't produce an effective way to solve it with me him alone. Wow, now how long do I have to wait for you to take action?

I did listen to the Granicus from yesterday's worksession, and in particular the item addressing agriculture committee. I do not support or agree to the dependence on WSU Extension being involved, even as a non-voting member let alone allowed to be administration of the group (teeing up the agenda for the group). This is the Assessor's responsibility and being transparent to we the citizens. Throwing other agriculture topics like Conservation Futures in this mix does not mesh and is nothing short of creating an unqualified committee. The WSU Extension is NOT our county government and you cannot defer to them to do this work. I have zero confidence from the dependence on WSU Extension you have already "delegated" that needs to be taken up at the next Charter Review—OUTSOURCING. Commissioner Johnson, I really don't care if you don't agree to my zero confidence in WSU Extension...you miss the point if that is your response. I do believe it was demonstrated yesterday a continuing lack of capacity in this county for the county and my tax paid for accountable-staff to get the job done with all the laws/regulations/policies on the books.

What have you heard, what can you update we the citizens of the Third District on the Power Plant "dysfunction" and making the taxing districts whole in a timely manner? What have you heard, what can you update we the citizens of the Third District on the nosy body City of Port Angeles application for 3,000+ acres of our productive resource producing lands to be turned into an extended "wilderness and deferment" goal? I haven't heard your reports in recent board meetings, have you moved on to other unaffordable housing issues?

This today took a lot of my valuable time and energy to have my role as a citizen in the function of this government. What is the schedule for next week out on the westend, or do I need to come travel the poor condition streets of Port Angeles? Why do I have to rehash on a continued bases? I have to do that with my Federal government with the perception there "I'll die first" and they will then be rid of me. Is that the State's and county's methodology? Subterranean Sequestered Carbon is the result.

Ed Bowen
P.O. Box 111
Clallam Bay, WA 98326



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Gores, Loni

Public Testimony

From: Ed Bowen <rockypt@olypen.com>
Sent: Tuesday, April 16, 2024 9:37 AM
To: French, Mike; Johnson, Randy; Ozias, Mark; Gores, Loni
Subject: Testimony Public Hearing H1 16APR2024 BOCC

Ed Bowen
4/16/24
1 km H1

Clallam County: Please find this my public testimony to today's H1 hearing on the BOCC agenda item H1

Resolution adopting the 2024 amendment to the Clallam County Comprehensive Park and Recreation Master Plan 2016-2026

The email at the end of this submission are my comments that were accepted by the advisory committee prior to their decision to forward for approval under the resolution before you today; I believe I may have previously submitted them to you also but, either not responded to or was parking lot as something to consider at a future point in time.

You should not approve this resolution today, my comments have not been addressed in a proper way to be a part of this amendment and not kicked down the road to some future full planning revision process; time is of the essence to address this now in the same rational that staff and the advisory committee are requesting the approval of this amendment at this time. And in addition, the policy has not been adhered to as when a citizen submits a change to the Park plan that a report will be developed for consideration to include in the plan as an amendment, in the particular case of the Lake Aldwell submission: Clallam County Policy 463

.3 REQUESTING CONSIDERATION OF A NEW COUNTY PARK AND RECREATION FACILITY OR PARK LAND ACQUISITION NOT IN THE "PARKS MASTER PLAN" 3.1 Citizen Request A member(s) of the public, group, or organization may request the County consider a specific park land acquisition or new park and recreation facility be added to the County Park System

.4 CONSIDERATION OF REQUEST FOR A PARK LAND ACQUISITION OR NEW PARK AND RECREATION FACILITY NOT APPROVED BY THE BOCC IN THE "PARKS MASTER PLAN" 4.1 Procedure Once a request has been placed on the Park Board agenda and presented, the Park Board will ask staff to prepare a report and recommendation.

My comments in the attachment are the best aspects of this amendment that need to be addressed prior to this resolution being passed.

Ed Bowen, Citizen

P.O. Box 111, Clallam Bay, WA 98326

From: Ed Bowen [mailto:rockypt@olypen.com]
Sent: Monday, March 04, 2024 9:23 AM
To: 'web_parks@clallamcountywa.gov'

Cc: Mike.French@ClallamCountyWA.gov; 'Todd.Mielke@ClallamCountyWA.gov'

Subject: 2024 Amendment to the Clallam County Comprehensive Parks and Recreation Master Plan

2024 Amendment to the Clallam County Comprehensive Parks and Recreation Master Plan

Once per year, the Clallam County Parks Advisory Board may consider amending the existing Parks Master Plan. The link below is a draft of the 2024 amendment to the Clallam County Comprehensive Parks and Recreation Master Plan. The focus of the 2024 amendment is on updating dates, figures, and analytics.

[2024 Amendment to Parks Master Plan](#)

Feel free to review the draft and provide input at web_parks@clallamcountywa.gov. Your assistance is vital to planning, developing, and managing Clallam County parks. Thank you for taking the time to assist the county.

The basis of my “provide input” is this amendment needs to include changes that have been presented and discussed for some time now in recent years. It is illogical and inappropriate with times-a-changing to “wait” for an full revision; that is the reason for having the amendment process in the first place.

My three changes the advisory board needs to consider and address are:

- Analysis for creating a new county park at the previous Lake Aldwell WDFW parking and boat ramp parcel of land, accessed by county road, the property quick claimed back to the county, all located within the confines of the Elwha Project Lands/Federal landownership that has the potential option for additional acreage transferred to the county as an interest in the disposition of those lands per the Federal act that authorized acquisition by the Federal government. Such analysis should take a perspective for additional acreage needed to establish a dispersed camping opportunity that aligns with the intent of the Federal acquisition and accommodates a key aspect of the county’s shoreline management plan for public access to water resources (Elwha River). Upon such analysis, a concept plan for what needs to take place and the purpose of the park be developed to include funding sources to conduct such planning and to implement the plan.
 - To kick the can down the road to some future Park Master Plan revision jeopardizes the potential for developing a State (county sub agent of the State) interest in the disposal of the Elwha Project Lands.
- Eagle Point Property (Lake Crescent) Change designated statement to some level of development. Suggested pathway to access waterfront and determine feasibility of installation of a picnic table for day use (from highway parking and water sports takeout)

- Pillar Point county park Analysis, plan, capture campground options for this park. Pursuit of funding options was introduced during the initial phase of this amendment; however the inclusion in this amendment has not updated the goal of the plan to be able to seek such funding for whatever level of consideration has been given to the campground idea.

Following sections at a minimum need to be addressed in this amendment:

Chapter III, Page 28 regarding Eagle Point

Chapter III, Page 32 regarding Pillar Point

Chapter III, Page 46 regarding correct ownership in these locations; something that wasn't accomplished at the last 10 year revision.

Chapter IV, Page 7 regarding Eagle Point and Pillar Point

Chapter IV, Page 15 regarding Pillar Point

Chapter IV, Page 16, section L This is where at a minimum a future Lake Aldwell county park should be included in this amendment; to signify what has been submitted to date under CC Policy 463.

My submissions for this part of the Park's plan process as was offered through the use of a survey through 1 March 2024 and also additional comment to this email address.

Ed Bowen
PO Box 111
Clallam Bay, WA 98326



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Gores, Loni

From: Karin Cummins <karinc@olypen.com>
Sent: Tuesday, April 16, 2024 11:37 AM
To: Gores, Loni
Subject: 4-16-24 public comment

You don't often get email from karinc@olypen.com. [Learn why this is important](#)

Kärin Cummins / Dungeness

Gentleman,

I should have worn purple today! Designated color of the military child. As a proud military child of a US Air Force OSI special services officer, I appreciate the proclamation and acknowledgment of the sacrifice children of military personnel make. It is a lifetime sacrifice few understand. We serve our country but in a different way.

Can't say I'm shocked that commissioner Ozias has recently been called to meet with Ron Allen of JKT for a conversation regarding Towne Rd and not include non-tribal citizens for a open conversation. Transparency is lacking Commissioners.

I'll need more info on the project as well as what qualifications are required of potential residents however 5th and Fir in Sequim is one block down from the local boys and girls club as well as Helen Haller elementary school. I felt this was glaringly left out of property description.

I'd like to take this time to thank Bruce, Emery, Commisioners Johnson, and French for attending the People's forum last Thursday evening along with Jeff Tozzer, William Armacost, Brent Simliski and Gail Baker.

It's extremely important to have open and transparent conversations with a diverse group of people. At times, it did get heated, however whether you agree on the subject matter or not, all should be welcome. It's not easy going into the lions den and I appreciate your willingness and time.

Unfortunately, I have found this openness not to be the case with the group calling themselves DLTA. Or Commissioner Ozias.

The county and staff have come up with a very reasonable compromise for Towne Road, a road which never should have been closed in the first place. A road not a trail. But why is that not good enough? Quite puzzling to me.

Transparency, I truly do not believe with five governments running our county can there ever be true transparency. Four of those governments do not answer to the majority of the citizens of our county and hold an extraordinary amount of power and secrecy. What I ask of the county commissioners is to question and delve deeper into the why's and what for's of whatever request is made from those entities. Political power and money does not equal majority. I'm not saying we don't have common goals. I'm asking you all to Please keep the majority in mind. Maybe meetings between governments should all be held publicly. Don't make a decision just because it's easy, or they are a majority campaign contributor make it because it's the right decision for the majority of our county.

Commissioner Ozias you looked at me last week and said you care. You care about the noise ordinance. It's not the first or second time you have said that and I find it to be personally offensive and disingenuous. I've been trying since 2019 on and off to get the noise ordinance changed and if you truly cared, we would not be here five years later. You pushed it off to commissioner Peach. Somehow it actually got to Dee Boughton as the Deputy Prosecuting Attorney but of course more excuses, not enough staff, bottom of the pile, etc. Then most recently commissioner Johnson, and now our county administrator. How ineffective is our county government? If you can't take care of the little things, how can you be trusted to take care of the big ticket items?

Thank you for your time .

Kärin



1C
APR 23 2024

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: BOCC

WORK SESSION ☒ **Meeting Date: 4-15-24**

REGULAR AGENDA ☒ **Meeting Date: 4-23-24**

Item summary:

- | | | |
|--|--|--------------------------------------|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☒ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Executive summary:

A vacancy exists on the Homelessness Task Force due to a resignation.

The City of Sequim recommends the appointment of Dan Butler as the City government – Sequim representative and Vicki Lowe as the City government – Sequim - Alternate representative.

Health and Human Services Deputy Director endorses the appointments of Dan Butler and Vicki Lowe to the Homelessness Task Force.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

None

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Approve and sign resolution appointing.

County Official signature & print name: Loni Gores Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Health & Human Services Department

Relevant Departments: Board of Commissioners, Health & Human Services Department

* Work Session Meeting - Submit 1 single sided/not stapled copy

Homelessness Task Force Butler & Lowe 4-23-24

** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Revised: 3-04-2019



RESOLUTION _____, 2024

APPOINTING MEMBERS TO THE HOMELESSNESS TASK FORCE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Homelessness Task Force due to a resignation.
2. The City of Sequim recommends the appointment of Dan Butler as the City government – Sequim representative and Vicki Lowe as the City government – Sequim - Alternate representative.
3. Health and Human Services Deputy Director endorses the appointments of Dan Butler and Vicki Lowe to the Homelessness Task Force.

NOW, THEREFORE, BE IT RESOLVED by the Board of Clallam County Commissioners, in consideration of the above findings of fact:

1. **Dan Butler** is appointed to serve as the City government – Sequim representative to complete the term expiring December 31, 2026.
2. **Vicki Lowe** is appointed to serve as the City government – Sequim - Alternate representative to complete the term expiring December 31, 2024 and an additional three-year term ending December 31, 2027.

PASSED AND ADOPTED this 23rd day of April 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

ATTEST:

Randy Johnson

Loni Gores, Clerk of the Board

Mark Ozias

c: A22.50
Appointee(s)
HHS



1d

AGENDA ITEM SUMMARY

APR 23 2024

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: BOCC

WORK SESSION ☒ **Meeting Date: 4-22-24**

REGULAR AGENDA ☒ **Meeting Date: 4-23-24**

Required originals approved and attached? ☐
Will be provided on:

Item summary:

- | | | |
|---|--|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other - Letter |

Executive summary:

Jamestown Tribal Council Letter:

Review a draft letter to the Jamestown Tribal Council regarding the Dungeness levy setback project.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
None.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Review and recommend approval of letter to the Jamestown Tribal Council.

County Official signature & print name: Loni Gores Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners, Department of Community Development, Road/Public Works Department

Date submitted: 4-17-24

* Work Session Meeting - Submit 1 single sided/not stapled copy

Jamestown Tribal Council Dungeness Levee 4-23-24

** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Revised: 3-04-2019



MARK OZIAS, District 1
RANDY JOHNSON, District 2
MIKE FRENCH, District 3, CHAIR

Board of Clallam County Commissioners

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
360.417.2233 Fax: 360.417.2493
Email: commissioners@clallamcountywa.gov

Todd Mielke, County Administrator

April 23, 2004

Chairman Ron Allen
Jamestown S'Klallam Tribe
1033 Old Blyn Highway
Sequim, WA 98382

Dear Chair Allen, Vice Chair Greninger and Councilmembers,

Thank you for your correspondence and engagement regarding next steps for the Dungeness levy setback project. We recognize we have not provided you with a formal response to your outreach and apologize for not having done so in a more timely fashion.

We understand that your team has concerns related to the engineered drainage plan and appreciate Director Emery's offer to put our respective staff experts together to facilitate information-sharing. Director Emery has indicated that he will place a high value on your input and we look forward to learning more.

We have been doing our best to work quickly to complete this project, both in order to fully-utilize existing grant funding before it expires, and in order to meet community need. However, we understand your encouragement to take more time to think about how the levy surface should ultimately look.

With the uncertainty that exists as we await permit approval and bid receipt it is difficult to predict next steps with specificity, but we do wish to express our commitment to continuing to work with you in partnership as this project unfolds as well as on the myriad issues where we have the chance to jointly build and support this community.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias

MEMORANDUM

LONI GORES
Clerk of the Board

April 23, 2024



TO: Board of Commissioners, Administrator Mielke

RE: Agenda Modification(s)

FILE: A14.09.18

- Item 1d has been removed from the April 23 consent agenda:

CONSENT AGENDA – Any Commissioner may remove items for discussion

- 1a Approval of vouchers for the week of April 15
- 1b Approval of minutes for the week of April 15
- 1c Resolution appointing Dan Butler and Vicki Lowe to the Homelessness Task Force
- ~~1d Letter to the Jamestown Tribal Council for the Dungeness Levy Setback Project~~



AGENDA ITEM SUMMARY

2a
APR 23 2024

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Superior Court

WORK SESSION ☒ Meeting Date: 4/15/24

REGULAR AGENDA ☒ Meeting Date: 4/23/24

Required originals approved and attached? ☐

Will be provided on:

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 861.24.005 (replaces 861.23.006) | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Superior Court has entered into an interagency contract renewal agreement with the Administrative Office of the Courts (AOC) for support of the Family Juvenile Court Improvement Plan (FCJIP). This has been an ongoing agreement since 2009 that has reimbursed the County for the salary and benefits of a full-time FCJIP Coordinator. This agreement is for the period of July 1, 2024, through June 30, 2025, in the amount of \$96,514.

The FCJIP Coordinator works with the court's Family Law and Dependency dockets in the support, development and tracking of FCJIP programs to include reports, case processing indicators, and quarterly and yearly summaries of court activities and measurable outcomes on cases impacting families, juveniles or both.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

No budgetary impact. Grant revenue funds and expenditures are allocated in the budget.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Approval and support of this interagency agreement for the full-time FCJIP Coordinator.

County Official signature & print name:

Brent Basdel

Names of Relevant Departments/Employees/Stakeholders attending meeting:

Superior Court, Lacey Halberg

Date submitted:

4/08/24

* Work Session Meeting - Submit 1 single sided/not stapled copy

FCJIP Agenda Item Contract Renewal 2024-2025.docx

** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Revised: 3-04-2019

Questions? Call Loni Gores, Clerk of the Board, ext 2256

j:\fjcip\fjcip agenda item contract renewal 2024-2025.docx

DocuSign Envelope ID: 340C2740-0001-48D0-8BD0-D11C73EE1631

**INTERLOCAL AGREEMENT - ICA25003
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
CLALLAM COUNTY SUPERIOR COURT
FOR THE SUPPORT OF
FAMILY AND JUVENILE COURT IMPROVEMENT PLAN (FJCIP)**

(861.24.005) <Replaces 861.23.006>

THIS AGREEMENT is entered into by and between the Washington State Administrative Office of the Courts ("AOC") and Clallam County Superior Court ("Court"). The AOC and the Court may each be referred to individually as a "Party" or collectively as the "Parties."

I. PURPOSE

The purpose of this Agreement is to engage the services of the Court to improve and support family and juvenile court operations as set forth in the Family and Juvenile Court Improvement Plan ("FJCIP") legislation, RCW 2.56.220-230.

Funds received under this Agreement may only be used to supplement, not supplant, any other local, state or federal funds received for the Court.

II. DESCRIPTION OF SERVICES

A. The Court will:

1. Assign a Chief Judge for the family and juvenile court for a minimum term of two (2) years.
2. Hire a FJCIP Coordinator within a timeframe acceptable to both AOC and the Court, provide that Coordinator with training in the area of family and juvenile law, and ensure that Coordinator participates in specialized Coordinator trainings offered by AOC, including the FJCIP Coordinator Community of Practice.
3. Document that all court commissioners and judges serving in the county's FJCIP have completed a minimum of 30 hours of specialized training in dependency and family law related topics as required under RCW2.56.230.
4. Create learning opportunities to engage local dependency court system partners in acquiring new skills and changing practice with a shared goal of improving outcomes for children, families, and the professionals who support them.
5. Work with AOC Staff to support mutually agreed upon court improvement projects, including data collection, evaluation, multi-disciplinary training and meetings of court and community partners.
6. Submit a spending plan detailing the intended use of funds received under this agreement to AOC by September 30, 2024.
7. Submit a budget report comparing actual expenditures with the

contract budget for the period of July 1 through December 31 with budget projections for the next three years to AOC by February 1, 2025.

8. Submit a report comparing all actual expenditures for the period of July 1, 2024 to June 30, 2025 with the contract budget to AOC by July 15, 2025.
9. Submit or update a "local improvement plan" utilizing the format received under this agreement to AOC by September 30, 2024.

- B. The Court shall submit to the AOC semi-annual reports of court's purpose, goals, activities and progress on measurable outcomes related to Family and Juvenile Court Improvement Program activities during the preceding quarter. Semi-annual reports are due August 31, 2024 and March 1, 2025.

III. PERIOD OF PERFORMANCE

The period of performance under this Agreement shall be from July 1, 2024 through June 30, 2025.

IV. COMPENSATION

- A. AOC shall reimburse the Court a maximum of \$96,514.00 for FJCIP coordinator salary and benefits costs incurred during the term of this Agreement. The Court shall submit invoices to AOC for expenditures no more frequently than monthly, and no less frequently than quarterly. Invoices shall be submitted on state form A-19. All A-19 invoices shall be submitted to AOC no later than July 15, 2025 for reimbursement.
- B. Before payment can be processed, properly-completed A-19 invoices must be submitted to AOC's Payables Department at payables@courts.wa.gov and CC AOC Project Manager Jennifer Nguyen Jennifer.nguyen@courts.wa.gov.
- C. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- D. The Court shall maintain sufficient backup documentation of expenses under this Agreement.
- E. Payments made by AOC within 30 days of receipt of a properly-completed A-19 invoice shall be deemed timely.

V. REVENUE SHARING

- A. AOC, in its sole discretion, may initiate revenue sharing. AOC will notify the Court no later than May 1, 2025 that AOC intends to reallocate funding among courts in the program. If AOC determines the Court may not spend all monies available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more monies than available under the Agreement and for its scope, then AOC may increase the Agreement amount.
- B. If the AOC initiates revenue sharing, then the Court must submit the final revenue sharing A-19 to payables@courts.wa.gov between July 12, 2025 and August 1, 2025.

VI. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Washington State Legislature ("Legislature") for the performance of this Agreement. If sufficient appropriations and authorization are not made or removed by the Legislature, this Agreement will terminate immediately upon written notice being given by the AOC to the Court. The decision as to whether appropriations are sufficient to perform the duties under this Agreement is within the sole discretion of AOC.

VII. INDEPENDENT CAPACITY

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

VIII. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

IX. RECORDS, DOCUMENTS AND REPORTS

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC and the Office of the State Auditor, or so authorized by law, rule, regulation, or agreement. The Court will retain all books, records, documents, and other material relevant to this agreement for six years after settlement, and make them available for inspection by persons authorized by this provision.

X. RIGHTS OF INSPECTION

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

XI. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

XII. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance

rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

XIII. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

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

- A. Applicable state and federal statutes and rules;
- B. Description of services; and,
- C. Any other provisions of the agreement, including materials incorporated by reference.

XIV. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either Party in whole or in part, without the express prior written consent of the other Party, which consent shall not be unreasonably withheld.

XV. WAIVER

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party and attached to the original Agreement.

XVI. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

XVII. COUNTERPARTS

Each party agrees that a digital, electronic, or scanned transmission of any original document has the same effect as the original. Any signature required on an original will be completed and sent to the other party, as applicable, when an electronic or digital copy has been signed. The parties agree that signed digital, electronic or scanned copies of documents will be given full effect as if an original.

XVIII. AGREEMENT MANAGEMENT

The individuals designated below shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement:

AOC Project Manager	Court Agreement Manager
Jennifer Nguyen PO Box 41170 Olympia, WA 98504 Jennifer.Nguyen@courts.wa.gov (360)890-5470	Lacey Halberg 223 E 4th St., Ste 8 Port Angeles, WA 98362 lacey.halberg@clallamcountywa.gov

XIX. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be considered to exist or to bind any of the Parties to this Agreement unless otherwise stated in this Agreement.

This Agreement is executed by the persons signing below who warrant that they have the authority to execute it.

AGREED:

**WASHINGTON STATE
ADMINISTRATIVE OFFICE
OF THE COURTS**

COURT

Signature

Dawn Marie Rubio

Name

State Court Administrator

Title

Date

Signature

Name

Title

Date

Lacey Halberg

Lacey Halberg

Superior Court Administrator

4/08/24

County Commissioner

Date

Approved as to form only by

Bert Dee Boughton

Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County



26
APR 23 2024

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: BOCC

WORK SESSION ☒ **Meeting Date: 4/15/2024**

REGULAR AGENDA ☒ **Meeting Date: 4/23/2024**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 245.24.002 Amendment 1 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Clallam County and WSU/Social and Economic Sciences Research Center (SESRC) entered into a subaward to the County's EDA Strategy Development Grant on March 12, 2024. This agreement is for SESRC's services to convene and analyze data from various sources included ESD and DSHS in support of North Olympic Peninsula Recompete Coalition (NOPRC) application to the Phase 2 Recompete Grant.

After this agreement was executed, it was discovered that there was a conflicting date for the end of the performance period between to body of the agreement and the scope of work. The intended end date is June 30, 2024, referenced in the scope of work, and not the April 30, 2024, referenced on page 2 Item #1 of the original agreement. This amendment is to correct the reference on page 2 of the agreement to reflect the June 30, 2024, date.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
None.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Staff recommendation is to sign the agreement to correct the agreement.

County Official signature & print name: Todd Mielke 

Names of Relevant Departments/Employees/Stakeholders attending meeting:

Angi Klahn (BOCC/Recompete)

Date submitted: 4/5/2024

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item Summary - WSU Amendment 4.15.24 & 4.23.24
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

Questions? Call Loni Gores, Clerk of the Board, ext 2256



RECOMPETE – STRATEGY DEVELOPMENT GRANT

SUBRECIPIENT AGREEMENT

AMENDMENT #1

THIS AMENDMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and Washington State University, Social and Economic Sciences Research Center ("SESRC"), an institute of higher education and an agency of the State of Washington ("Recipient"), and changes the following attachments to the agreement entered into on March 12, 2024

This Amendment is comprised of the text found on Attachment 1.

The term of this Amendment shall commence on the 23rd day of April, 2024 and shall terminate as provided elsewhere in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of 2024.

RECIPIENT

CLALLAM COUNTY BOARD OF COMMISSIONERS

Digitally
signed by

Matthew
Michener
Date:
2024.04.04
14:11:44
Date: _____ 2024

Mike French, Chair of the Board

Originals: BOCC
WSU/SESRC

THIS CONTRACT HAS BEEN APPROVED AS TO
FORM BY THE CLALLAM COUNTY PROSECUTING
ATTORNEY.

AMENDMENT TO THE ORIGINAL AGREEMENT

Original Agreement dated 3/12/2024 – Page 2, Section 1 is amended as to the following language:

1. Effective Date and Term. This agreement shall commence when last executed by all parties and remain in effect until June 30, 2024, unless terminated by the County in writing.

All other terms and conditions remain the same.



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

2c
APR 23 2024

Department: BOCC

WORK SESSION ☒ Meeting Date: April 15, 2024

REGULAR AGENDA ☒ Meeting Date: April 23, 2024

Required originals approved and attached? ☐
Will be provided on:

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 245.24.008 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Clallam County as Lead Applicant on behalf of North Olympic Peninsula Recompete Coalition (NOPRC) has received grant funding from the Washington State Department of Commerce to assist in the application process for EDA's Phase 2 Distressed Areas Recompete Pilot Program. The Secure Federal Funding Initiative (SFFI) grant from Commerce can fund the following activities:

- Research – Prime Age Employment Gap information.
- Economic Impact Reports – ADU
- Barge Economic Feasibility Analysis
- Purchase of IMPLAN Software Subscription
- Professional Grant Writing & Technical Services
- Technical Services for Capacity Building for Underserved Areas

The Interagency Agreement with Port of Port Angeles is for their assistance with the Barge Economic Feasibility Analysis and for the use of their fantastic Grant Writer, Katharine Frasier, who has been a very instrumental in the application process. The total amount of this ILA is not to exceed \$100,000 (\$85,000 for contracting Barge research and \$15,000 for grant writing). Funding period goes back to the execution date of the SFFI grant, March 18, 2024 and expires June 30, 2024.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

The has already been budgeted with the SFFI grant.

* Work Session Meeting - Submit 1 single sided/not stapled copy

** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Staff recommends the approval of the Interagency agreement.

County Official signature & print name: Todd Mielke



Names of Relevant Departments/Employees/Stakeholders attending meeting:

Angi Klahn, Katharine Frazer/Port of Port Angeles

Date submitted: 4/10/2024

-
- * Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Agenda Item Summary- PofPA ILA 4-23-2024
Revised: 3-04-2019

Questions? Call Loni Gores, Clerk of the Board, ext 2256

**INTERAGENCY AGREEMENT BETWEEN
CLALLAM COUNTY
AND
PORT OF PORT ANGELES**

THIS AGREEMENT, is entered into by and between Clallam County ("County") and the Port of Port Angeles ("Port"). The County and the Port may each be referred to individually as a "Party" or collectively as the "Parties."

I. PURPOSE

The purpose of this Agreement is to support the efforts of the North Olympic Peninsula Recompete Coalition ("NOPRC") to successfully apply for federal funding under the EDA's Distressed Area Recompete Pilot Program ("Recompete"). The County, as lead applicant for NOPRC's Recompete application, has applied and been awarded the Secure Federal Funding Initiative ("SFFI") from Washington State Department of Commerce ("DOC") to fund necessary technical grant writing support, associated research projects, and capacity building need to put forth the strongest application possible for the highly competitive Recompete grant application due April 25, 2024.

II. SCOPE OF WORK

The Port will provide professional grant writing and technical services in support and development of the Recompete Plan and grant application. These grant writing support services will be provided by their Grants & Contract Manager, Katharine Frazier. These services will include attending Task Force, subcommittee, and grant writing team meetings both virtually and in person as deemed necessary.

The Port will also provide for the Barge Economic Feasibility Analysis. SFFI will fund an economic feasibility analysis study to support the Port of Port Angeles's Recompete component project application. The study's scope focuses on locations where barging in the Salish Sea/West Coast region is a more economically attractive option for moving freight than traditional long-haul trucking. Data from the study will be used to inform project planning for the Recompete Pilot Program.

III. PERIOD OF PERFORMANCE

The beginning date of performance under the Agreement is March 18, 2024, regardless of the date of execution and which shall end on June 30, 2024.

IV. COMPENSATION

- a. County shall reimburse the Port for the professional grant writing and technical services of Katharine Frazier at the fully loaded rate of \$57.21 per hour.
- b. County shall reimburse mileage expenses to attend meetings to be reimbursed at the 2024 Federal Mileage rate of .67 per mile.
- c. Total reimbursement for professional grant writing and technical services not to exceed \$15,000.
- d. County shall reimburse the Port for the bargaining feasibility studies, not to exceed \$85,000.
- e. Port shall request reimbursement from the County once a month. Reimbursement requests should include all relevant timesheets and receipts/invoices to provide sufficient documentation to the work being performed.
- f. No payments in advance of or in anticipation of goods or services to be provided under this agreement.

V. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party. Parties further agree they will be solely responsible for the actions of their own employees.

VI. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

VII. RECORDS, DOCUMENTS, AND REPORTS

The Port shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the Agreement. These records shall be subject to all reasonable times in inspections, review, or audit by personnel duly authorized by the County, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or Agreement. The Port will retain all books, records, documents, and other material relevant to this Agreement for six years after settlement and make them available for inspection by persons authorized under this provision.

VIII. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the County, one representative from the Port, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

IX. TERMINATION

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

X. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

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

- a. Applicable state and federal statutes and rules;
- b. This Agreement; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

XI. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonable withheld.

XII. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under the Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

XIII. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

XIV. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be considered to exist or to bind any of the parties to the agreement unless otherwise stated in the Agreement.

AGREED:

Port of Port Angeles

Clallam County

Connie Beauvais 4-10-24
Signature Date

Signature Date
Mike French, Chair
Clallam County Commissioners

Connie Beauvais
Name

Approved as to Form:

President, Board of Port Commissioners
Title

Dee Boughton
Dee Boughton, Chief Civil Deputy
Clallam County Prosecutor's Office



AGENDA ITEM SUMMARY

2d
APR 23 2024

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: BOCC/Finance

WORK SESSION ☒ **Meeting Date:** 4/15/2024

REGULAR AGENDA ☒ **Meeting Date:** 4/23/2024

Required originals approved and attached? ☒
Will be provided on:

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 361.23.001-1 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

This is an amendment to the Personal Services Agreement with Sound Law Center to provide Hearings Examiner & Code Enforcement services from July 1 to December 31, 2023.

This amendment covers the contract gap that was created when the 2023 contract ended (6/30/2023), and the new contract began (1/01/2024) while services continued to be provided.

A six-month contract (January – June 2023) was signed with the intention of giving us time to work with the former Hearings Examiner on a new contract, however the July – December 2023 contract was never implemented.

There was a call for proposals, a new Hearings Examiner was appointed and the 2024 contract with Sidles Law was signed by the Board.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

Since the 2023 costs for these six months were not invoiced, the 2023 budget went underspent by \$38,000. The 2024 Budget will need to be increased by \$24,750 to pay these 2023 costs in 2024.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Please review and approve the contract.

County Official signature & print name: Debi Cook Debi Cook
Name of Employee/Stakeholder attending meeting: Debi Cook, Todd Mielke

Relevant Departments: BOCC, Finance, DCD

Date submitted: 4/10/2024

* Work Session Meeting - Submit 1 single sided/not stapled copy

** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

zzAgenda Item Summary 3-04-2024.docx

Revised: 3-04-2019

Questions? Call Loni Gores, Clerk of the Board, ext 2256



**PERSONAL SERVICES AGREEMENT
AMENDMENT 1**

THIS AMENDMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and

Name: Sound Law Center, LLC
Address: 4500 Ninth Ave NE, Suite 300
Seattle, WA 98105

Phone N°: 206-233-1908

(hereinafter called "Contractor") and changes the following attachments to the agreement entered into on month, day, year.

This Amendment is comprised of:

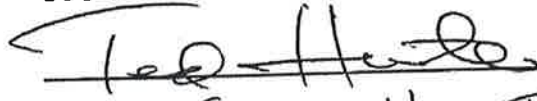
☒ Extension of contract termination date only.

copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Amendment shall commence on the July day of 1 2023 and shall, unless terminated as provided elsewhere in the Agreement, end on the December day of 31 2023.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of 2024.

SOUND LAW CENTER



Print name: LISA HUNTER

Title: Owner

Date: 3/22/24 2024

CLALLAM COUNTY BOARD OF COMMISSIONERS


Mike French, Chair

Originals: BOCC
Vendor
Initiating Department

THIS CONTRACT HAS BEEN APPROVED AS TO
FORM BY THE CLALLAM COUNTY PROSECUTING
ATTORNEY

SCOPE OF WORK

The Contract Hearing Examiner conducts administrative and quasi-judicial hearings on appeals of departmental decisions and a variety of land use permits requested within unincorporated areas of Clallam County and renders a decision. Andrew Reeves shall serve as the County's primary Hearing Examiner. However, other Sound Law Center hearing officers are available on an as-needed basis in the event of conflicts. Public hearings and appeal hearings are scheduled on an as-needed basis, with two hearing days each month and no more than two hearings per day. Hearings are normally held in the Commissioners' Board Room at the Clallam County Courthouse in Port Angeles, Washington. The Contract Hearing Examiner determines whether a site visit is needed for each application, following a review of all the information submitted. Specific responsibilities include, but are not limited to:

1. Holding public hearings and issuing decisions in accordance with applicable land use laws and regulations, County Ordinances, and Administrative Policies on all land use applications and appeals within the jurisdiction of the hearing examiner. A decision shall include any written determination including a decision on reconsideration.
2. As assigned by the Clallam County Administrator, Board of Health or Health Officer, holding public hearings and issuing decisions on appeals of interpretations of the International Building, Mechanical, Plumbing and Fire codes; appeals of the Environmental Health Administrator's decisions regarding on-site sewage disposal permits; and appeals of code enforcement decisions, and other administrative decisions.
3. Clallam County requires the Contract Hearing Examiner to issue a written decision within 10 working days of the close of the record for each hearing. The Hearing Examiner is also required to respond to all requests for reconsideration. Hearings are considered "complete" for purposes of payment as set forth in Attachment B (1) when a final determination has been issued.
4. Prior to beginning work, the Contract Hearing Examiner is required to procure and maintain, at their expense, comprehensive automobile liability insurance at statutorily required limits, and workers compensation coverage, if applicable, as required by the State of Washington for the duration of the contract.
5. Identifying all Conflict-of-Interest issues will be the sole responsibility of the Hearing Examiner, who shall immediately notify the Department of Community Development and the County Administrator in writing when a conflict determination has been made so that another Contract Hearing Examiner can be appointed in a timely manner.
6. Providing updates on developments and changes in land use, environmental, public disclosure, and administrative law, as requested by the Board of County Commissioners, Planning Commission, or Department of Community Development. Fees for these seminars shall not exceed \$1,500 quarterly.
7. Reviewing and updating the County's Hearing Examiner Rules of Procedure, at \$150/hour not to exceed \$1,500.
8. Preparation of an annual report for the Board of County Commissioners, detailing opinion types, costs, and methods to improve the Hearing Examiner system at \$150/hour not to exceed \$1,500.

COMPENSATION

1. ☒ a. FIXED FEE FOR SERVICE: For services rendered, the County shall pay to the Contractor a fixed fee of TWO THOUSAND TWO HUNDRED and FIFTY DOLLARS AND NO CENTS (\$2,250.00) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) _____.

Each request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested. In no event shall payment be sought in an amount which represents a percentage of the fee greater than the percentage of completed tasks.

OR

☒ b. HOURLY RATES: For services rendered, the County shall compensate the Contractor at the following hourly rates:

<i>Name/Position</i>	<i>Hourly Rate</i>
Sound Law Center	\$150/hour

Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) _____.

Each request for payment shall be supported by an invoice specifying: the name/position of the Contractor's employee if two or more are identified above; number of hours worked; completed tasks for which compensation is sought; estimated percentage of task completion; payment amount requested; other (specify) _____.

In no event shall Contractor be compensated in excess of _____ DOLLARS (\$) for the completed work set forth in Attachment "A."

2. AND

☒ a. The compensation set forth herein includes, without limitation: labor, materials, equipment, travel, telephone, computer, copiers and the like.

OR

☐ **b.** The County shall reimburse the Contractor for actual expenses incurred for travel, telephone, copiers and computer. Reimbursement for airfare, mileage, meals, and/or accommodations shall be at the same rate as that applicable to county employees traveling on county business.

OR

☐ **c.** Other (specify): _____



2e
APR 23 2024

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Roads

WORK SESSION ☒ **Meeting Date:** 4/15/24

REGULAR AGENDA ☒ **Meeting Date:** 4/23/24

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing

☒ Contract/Agreement/MOU - Contract # 101-24-007

☐ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

☐ Notice of Invitation for Bids

Documents exempt from public disclosure attached: ☐

Executive summary:

This item is an Interlocal Agreement with the City of Port Angeles.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

none

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Approve Interlocal Agreement.

County Official signature & print name:

Joe Donisi JOE DONISI

Name of Employee/Stakeholder attending meeting: Joe Donisi & Darby Twight

Relevant Departments: Roads

Date submitted: 4/10/24

* Work Session Meeting - Submit 1 single sided/not stapled copy

** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

INTERLOCAL AGREEMENT
BETWEEN
CLALLAM COUNTY
AND
CITY OF PORT ANGELES
ILA-2024-07

THIS AGREEMENT is made and entered into, by and between the City of Port Angeles, a non-charter code city and municipal corporation of the State of Washington, and Clallam County, WA, a public agency of the State of Washington, whose business address is 223 East 4th Street, Port Angeles, WA 98362.

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies; and

WHEREAS, chapter 39.33 of the Revised Code of Washington provides for the intergovernmental disposition of property; and chapter 39.34 provides for intergovernmental contracts to perform governmental activities

WHEREAS, the parties desire to utilize each other's procurement agreements when it is in their mutual interest; and may from time to time need additional labor equipment, or materials or have labor equipment, and materials available in certain locations which could be used by either parties to this AGREEMENT.

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to acknowledge and provide a process to implement the parties' mutual interest to jointly bid on the acquisition of goods and services and/or jointly dispose of property where such mutual effort can be planned in advance, to jointly acquire goods and services, and to purchase or acquire goods and services under contracts where a price is extended by either party's bidder to other governmental agencies; and to permit the parties to make the most efficient use of their resources by furnishing each other labor, equipment, and materials when available on a reimbursable basis for construction and maintenance activities.
2. ADMINISTRATION. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
3. RECORDING AND MAINTENANCE. A copy of this agreement shall be provided to:
 - A. The Clallam County Purchasing Office at 223 East 4th Street, Port Angeles, WA 98362. 360-417-2382. Clallam County will record this agreement with the Clallam County Auditor-Recording

- B. The City of Port Angeles – Public Works and Utilities at 321 E. 5th Street, Port Angeles, WA 98362. Phone No. 360-417-4541, Email: contracts@cityofpa.us. The City Clerk will record this agreement.

4. SCOPE. This Agreement shall allow the following activities:

- A. Purchase or acquisition of goods and services by each party acting as agent for either or both parties when agreed to in advance, in writing; and
- B. Purchase or acquisition of goods and services by each party where provision has been provided in contracts for other governmental agencies to avail themselves of goods and services offered under the contract and/or where either party's bidder is willing to extend prices to other governmental agencies; and
- C. Entering into agreements between each party to provide labor, and or equipment and services when agreed upon on a reimbursable basis for construction and maintenance activities as requested.

5. DURATION AGREEMENT - TERMINATION. This Agreement shall remain in force until terminated by either party in writing. Either party may terminate this Agreement for any cause upon thirty (30) days advance written notice. Termination shall not alter the obligations of the parties regarding payment and/or disbursement of property in a joint purchase that was undertaken prior to termination.

6. RIGHT TO CONTRACT INDEPENDENTLY PRESERVED. Each party reserves the right to contract independently for the acquisition of goods or services or disposal of any property without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity.

7. COMPLIANCE WITH LEGAL REQUIREMENTS. Each party accepts responsibility for its own obligations to comply with federal, state or local laws and regulations including, in particular Bidding requirements applicable to its acquisition of goods and services or disposal of property; neither party is responsible for the legal obligations of the other party.

8. PAYMENT. The method of financing of payment shall be through budgeted funds or other available funds of the party for whose use the property is acquired or disposed. Neither party accepts any responsibility for the payment of the acquisition price of any goods or services intended for use by the other party. When entering into an agreement for labor and or equipment and services the party receiving the service shall reimburse the party providing the services for their actual direct and related indirect costs including any administrative overhead charges. Partial payments shall be made by the party receiving services upon request of the providing party to cover costs incurred. These payments are not to be more frequent than one (1) per month.

9. FILING. Executed copies of this Agreement shall be filed as required by Section

39.34.040 of the Revised Code of Washington or alternatively listed on the parties' web sites or other electronically retrievable public source, prior to this Agreement becoming effective.

10. INTERLOCAL COOPERATION DISCLOSURE. Each party may insert in its solicitations for goods and services a provision disclosing that other authorized governmental agencies may also wish to procure the goods being offered to the party and allowing the bidder the option of extending its bid to other agencies at the same bid price, terms and conditions.

11. NON-DELEGATION/NON-ASSIGNMENT. Neither party may delegate or assign the performance of any contractual obligation, to a third party, unless mutually agreed in writing by both parties to this Agreement.

12. DEFENSE, INDEMNITY AND HOLD-HARMLESS. The County shall defend, indemnify, and hold the City harmless from and against any liability for any/all injuries to person or property arising from the sole negligent act or omission of the County or its elected officials, department heads, agents, or employees in performance of this Agreement.

The City shall defend, indemnify, and hold the County harmless from and against any liability for any/all injuries to person or property arising from the sole negligent act or omission of the City or its elected officials, department heads, agents, or employees in performance of this agreement.

13. SEVERABILITY. Any provision of this Agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.

14. This Agreement is effective and binding as of the date for the last signature affixed below.

CITY OF PORT ANGELES

DocuSigned by:
Nathan West
By: 0F7345F35344417...

Printed Name: Nathan West

Title: City Manager

Date: 2/14/2024

CLALLAM COUNTY, WASHINGTON

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

DocuSigned by:
William Bloor
BY: E5FC5F8D4113427
William Bloor
City Attorney

APPROVED AS TO FORM:

BY: *[Signature]*
Clallam County Deputy Prosecuting Attorney

ATTEST:

DocuSigned by:
Kari Martinez-Bailey
BY: 5C32803CA0074C4
Kari Martinez-Bailey
City Clerk



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

28
APR 23 2024

Department: Parks, Fair, and Facilities

WORK SESSION ☒ **Meeting Date:** 4.15.2024

REGULAR AGENDA ☒ **Meeting Date:** 4.23.2024

Required originals approved and attached? ☐
Will be provided on:

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 305-24-001 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other: |

Documents exempt from public disclosure attached: ☐

Executive summary: 1. Drawing Lots in Public View CCC 3.12.070 (3) Lake Pleasant Boat Launch Piling Replacement Project #2304PR. To select Contract Award
2. Recommend Contract Award to Drawing Winner

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐ **Funds for this project have been approved in the 2024 Capital Budget and RCO Boating Facilities Grant. The project proposed cost \$140,000.00.**

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Award Contract to Drawing Winner

County Official signature & print name:  Don Crawford.

Name of Employee/Stakeholder attending meeting: Don Crawford, Representative of Quigg Bros. Inc. & Watersmith Construction,

Relevant Departments: Parks, Fair, and Facilities Department.

Date submitted: 04.10.2024.

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item Contract Award- Lake Pleasant Community Beach County Park Boat Launch Piling Replacements

** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Revised: 3-04-2019

Questions? Call Loni Gores, Clerk of the Board, ext 2256

Crawford, Donald

From: Crawford, Donald
Sent: Wednesday, April 10, 2024 8:25 AM
To: DebbieB@quiggbros.com; Eric Seely; Bradley Smith, PE
Cc: Gores, Loni; McFarlen, Rick; Info Info; bids@brumfieldinc.com
Subject: Clallam County Parks, Fair, & Facilities- Lake Pleasant Community Beach County Park Piling Project #2304PR Bid Results Summary
Attachments: Bid Opening Summary- LK. Pleasant Piling Project 2024.xlsx
Importance: High

Congratulations to Watersmith Construction and Quigg Brothers, who submitted the same bid figure, which is a highly unusual circumstance. After inspecting the respective packets, I found that both bids are the same in all respects. The only other qualifying condition is that the county requests project commencement on July 17, 2024, and substantial completion by July 26, 2024. If both firms can meet the stated timeline, the final contract award will be decided by the following procedure:

Clallam County Code 3.12.070 (3)

If two or more lowest responsible bids are essentially equivalent in quality, cost, and ability to perform, the contract shall be awarded to one of the lowest responsible bidders by drawing lots in public view.

Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction M41-10 2024 1-03.1(1)

After opening Bids, if two or more lowest responsive Bid totals are exactly equal, then the tie-breaker will be determined by drawing as described in this section. Two or more slips of paper will be marked as follows: one marked "Winner" and the other(s) marked "unsuccessful". The slips will be folded to make the marking unseen. The slips will be placed inside a box. One authorized representative of each Bidder shall draw a slip from the box. Bidders shall draw in alphabetic order by the name of the firm as registered with the Washington State Department of Licensing. The slips shall be unfolded and the firm with the slip marked "Winner" will be determined to be the successful Bidder and eligible for Award of the Contract. Only those Bidders who submitted a Bid total that is exactly equal to the lowest responsive Bid are eligible to draw.

To implement this procedure, a single representative of each of the respective firms—Quigg Brothers & Watersmith Construction—must physically appear on Monday, April 15, 2024, at 9:00 a.m. at the Weekly Board of County Commissioners Work Session, located at 223 East Fourth Street, Room 160, Port Angeles, WA 98363, to draw lots. If a representative cannot physically attend, the contract will be awarded to the firm with a representative present.

The contract may be awarded to the next lowest qualified bidder if neither firm is physically represented.

R.Donald Crawford, CGM

Director

Clallam County

Parks, Fair, & Facilities Department

223 East Fourth Street, Suite 7

Port Angeles, WA 98362-3000
360.797.8283 cell



BID TABULATION FORM

PROJECT:

Lake Pleasant Community Beach County
Park Piling Project #2304PR

TIME: Approximately 11:00 AM
OPENING DATE: 4.9.2024

Estimate:

CONTRACTOR	BASE BID	ALTERNATE #1	ALTERNATE #2	UNIT PRICING		BOND	TOTAL
				A	B		
Brumfield Construction	\$135,000.00	N/A		N/A			\$135,000.00
East Slope Earthworks	\$83,713.00	N/A		N/A			\$83,713.00
Quigg Brothers, Inc.	\$82,000.00	N/A		N/A			\$82,000.00
Watersmith Construction	\$82,000.00	N/A		N/A			\$82,000.00
							\$0.00
							\$0.00

A-ADD ALTERNATE
B/W-BID WITHDRAWAL
CHK-CHECK
D-DEDUCT ALTERNATE
N/A- NOT APPLICABLE
N/B- NO BID SUBMITTED
X- ATTENDED WALK-THROUGH

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

22
APR 23 2024

Project Name: Clallam County Lk. Pleasant Piling Replacement Project
Project Number(s): #2304PR

This agreement is entered into between Clallam County, a political subdivision of the State of Washington, hereafter called "County" and Quigg Bros., 819 West State Street Aberdeen, WA 98520 herein after called "Contractor". The Owner and Contractor agree as set forth below:

1. This Agreement is comprised of the Bidding Documents, Contract Documents, the Agreement, Plans and Specifications as described in the Contract Documents, Addenda issued prior to execution of this Agreement and modifications issued after execution of this Agreement.
2. The Contractor shall execute the entire work described in the Bidding and Contract Documents.
3. The date of commencement is the date the Contractor receives a signed copy of this Agreement by the Board of Commissioners which shall be considered the notice to proceed.
4. **The Contractor shall achieve Substantial Completion of the entire work no later than July 17, 2024 subject to adjustments provided for in the Contract Documents. All work shall meet Final Completion no later than July 26, 2024.**
5. The Owner shall pay the Contractor in current funds for Contractor's performance of the Contract the Contract Sum of **Eighty-Nine Thousand Two Hundred Ninety-Eight Dollars & Zero Cents (\$89,298.00) incl. 8.9% Sales Tax**, subject to additions and deductions as provided in the Contract Documents.
6. The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:
Alternates/Unit Pricing:

Alternate #1: N/A

Unit Price #1: N/A

7. Progress Payments
 - a. The Owner shall make progress payments to the Contractor on account of the Contract Sum as provided for below and elsewhere in the Contract Documents.
 - b. The Contractor shall submit Application for Payment on AIA Document G702 forms not more than once per month or Contractor's own form with same information found on G702 Forms.
 - c. The Contractor shall submit Application for Payment prior to the last day of each calendar month to the Owner or Owner's Representative Engineer.
 - d. The Owner shall make progress payments within 15 calendar days of receipt of Application for Payment and certification that work has progressed satisfactorily.
 - e. Each Application for Payment shall be based upon the 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 and be prepared in such form and supported by such data to substantiate its accuracy as the Owner or Owner's Engineer may require. This schedule, unless objected to by the Owner or Owner's Engineer, shall be used as a basis for reviewing the Contractor's Applications for payment.
 - f. 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.
 - g. Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- ☐ 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 total Contract Sum allocated to that portion of the Work in the schedule of values, less Retainage of five percent. Pending final determination of cost to the Owner of changes in the Work, amounts not in the dispute may be included as provided in the General Conditions even though the Contract Sum has not yet been adjusted by Change Order.
 - ☐ 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 less Retainage of five percent.
 - ☐ Subtract the aggregate of previous payments made by the Owner; and
 - ☐ Subtract amounts, if any, for which the Owner or Engineer has withheld or nullified a Certificate of Payment as provided in the General Conditions.
8. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct non-conforming Work as provided in the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a Final Certificate for Payment has been issued by the Owner or Owner's Representative Engineer; such final payment shall be made by the Owner not more than 30 days after the issuance of the Owner or Owner's Representative Engineer's final Certificate for Payment, punch list is completed and all close-out paperwork and documents have been submitted to the Owner including Department of Revenue clearance.
9. Other documents, if any, forming part of the Contract Documents are as follows:

A. UBI Certification # 144-002-313 (copy to be attached to Agreement)

IN WITNESS WHEREOF, the Parties have executed this Agreement on this ____ day of _____, 2024.

CONTRACTOR:

Name

(By)

(Its)

Date: _____, 2022

OWNER:

Clallam County Commissioners

Mike French, Chair

Attest:

This Contract has been Approved As To Form by the
Clallam County Prosecuting Attorney

Loni Gores, Clerk of the Board

END OF SECTION 00500

BID PROPOSAL FORM

Project Name: Clallam County Lk. Pleasant Piling Replacement Project
Project Number(s): #2304PR

To: CLALLAM COUNTY PARKS, FAIR & FACILITIES DEPARTMENT

Submission of this bid proposal certifies that the Undersigned has examined the project site and the conditions of work; and has carefully read and thoroughly understands the Bidding Documents governing the work embraced in this project, and the method by which payment will be made for said work. The Undersigned hereby proposes to undertake and complete the work embraced in this project in accordance with said Bidding Documents and agrees to accept as payment for said work the amounts indicated below under Bid Proposal. The base bid shall include all work except that indicated in the Alternates.

The Undersigned acknowledges that payment will be based on the actual work performed, as measured or provided for in accordance with the said contract documents; Base Bid, Alternates and Unit Prices shall not include State of Washington Sales Tax. Contractor shall pay state sales tax and the County will pay appropriate sales tax to the contractor. Appropriate sales tax is to be added to invoice amounts after award of bid.

BID PROPOSAL

1. BASE BID AMOUNT:

Eighty Two Thousand Dollars and 00/100 _____ dollars(\$ 82,000.00).

2. ALTERNATE BID AMOUNT:

N/A _____ dollars(\$ N/A).

3. TOTAL BID:

Eighty Two Thousand Dollars and 00/100 _____ dollars(\$ 82,000.00).

CONTRACTOR'S CERTIFICATION OF BIDDING & CONTRACT DOCUMENTS

By signing this form, the Contractor certifies that based on the Contractor's knowledge and review, that the Contractor finds the Bidding Contract Documents sufficiently complete and in sufficient detail to perform the work required.

NON-COLLUSION STATEMENT

By signing this proposal, the Contractor certifies that he/she has not participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with this project for which this proposal is submitted.

NON-DISCRIMINATION

The Contractor hereby agrees to not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age or presence of any sensory, mental or physical disability.

INDEPENDENT CONTRACTOR STATEMENT

The Contractor certifies that services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor.

ADDENDA

Receipt of Addenda(s) numbered #1, #2 and #3
is hereby acknowledged and all costs of the Work therefore have been included in the Bid Proposal.

BIDDER NAME AND SIGNATURE

The name of the Bidder submitting this proposal, the address and phone number to which all communications concerned with this proposal shall be made, and the number which has been assigned indicating the Bidder is licensed to do business in the State of Washington are as follows:

Firm Name:

Quigg Bros., Inc.

Address: 819 West State Street
Aberdeen, WA 98520

Telephone (360) 533-1530

Contractor's License No. QUIGGBI022RT

Exp. Date 1/29/2026

The firm submitting this proposal is a:

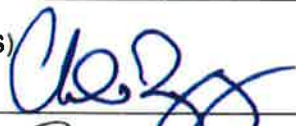
☒ Sole Proprietorship
☐ Corporation
☐ Partnership

The names and titles of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

Charles Quigg, Vice-President

SIGNATURE OF AUTHORIZED OFFICIAL(S)

(PROPOSAL MUST BE SIGNED)


Vice President (Seal)

FIRM NAME Quigg Bros., Inc.

END OF SECTION 00300

ARTICLE 1 - STATEMENT OF BIDDER'S QUALIFICATIONS

Upon notification of intent to award bid, Contractor shall complete and submit the below information within three days of notification by Owner.

1. Name of Bidder: Quigg Bros., Inc.
2. Business Address: 819 West State Street, Aberdeen, WA 98520
3. How many years has said bidder been engaged in the contracting business under the present firm name? 70 years
4. Contracts now in hand (Gross Amount): \$34M
5. General character of work performed by said company:
Heavy Civil Construction & Marine Construction
6. List of more important projects constructed by said company, including approximate costs and dates:
Issaquah 62nd ST Ext, \$22,935,058.00 - 2/2017 - 12/2019
WSDOT Chamber Way Bridge, \$11,834,156.00 - 6/2017 - 4/2019
Gig Harbor Ancich Park / Netshed, \$6,754,125.00 - 10/2017 - 3/2018
Oly Percival Landing Bulkhead, \$1,388,050.00 - 6/2019 - 9/2019
WSDOT West Jefferson Remove Fish Barriers - \$16,222,945.00 - 7/2021 - 7/2023
7. List of company's major equipment:
See Attached Company Owned Equipment List
8. Bank references:
Umpqua Bank, 2820 Harrison Ave NW, Olympia, WA 98502
Brandon Barnes, VP, 360-456-7725
9. Department of Labor and Industries Firm No.: 096,612-00-7
10. Department of Revenue Registration: 91-0615779

Quigg Bros., Inc.

Name of Bidder

By

Vice-President

Title

April 9, 2024

Date

ARTICLE 2 - STATEMENT OF PROPOSED SUB-CONTRACTORS AND MAJOR MATERIAL SUPPLIERS

The Contractor shall submit a complete list of all major material suppliers and a sub-contractor's list within three days of notification of Bid award or upon request by the Owner. NOTE: Per RCW39.30.060, projects expected to cost one million dollars or more are required, as part of the Bid or within one hour after the published Bid submittal time, to submit a subcontractor list. Failure to submit this information shall render the Bid Nonresponsive. (See RCW39.30.060 for full text)

SUB-CONTRACTOR'S LIST:

<u>NAME & ADDRESS</u>	<u>DESCRIPTION OF WORK/MATERIAL</u>
N/A	

MATERIAL SUPPLIERS LIST:

<u>MATERIAL SUPPLIERS</u>	<u>DESCRIPTION OF WORK/MATERIAL</u>
Nucor Skyline Steel LLC	Piling

ARTICLE 3 - RETAINAGE INVESTMENT OPTION DECLARATION

CONTRACTOR: Quigg Bros., Inc.

PROJECT NAME: Clallam County Lk. Pleasant Piling Replacement Project

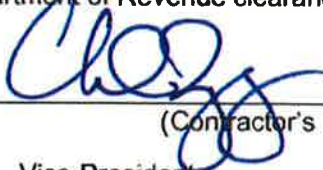
PROJECT NO.: #2304PR

DATE: April 9, 2024

Pursuant to RCW 60.28.011, as amended, you may choose how your Retainage under this contract will be held and invested. Please complete and sign this form indicating your preference. If you fail to do so, the County will hold your Retainage as described in "Current Expense" Option 1 below:

1. Interest Bearing Account: The County will deposit Retainage checks in an interest bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work is completed, or until agreed to by both parties. Interest on the account will be paid to you.
2. Escrow/Investments: The County will place the Retainage checks in escrow with a bank or trust company until thirty days following the final acceptance of the improvement or work as completed. When the moneys reserved are to be placed in escrow, the County will issue a check representing the sum of the moneys reserved payable to the bank or trust company and you jointly. This check will be converted into bonds and securities chosen by you and approved by the County and these bonds and securities will be held in escrow. Interest on these bonds and securities will be paid to you as interest accrues.
- X 3. The Contractor may at his/her option choose to not submit a performance bond and agrees to a 50% Retainage in lieu of a performance bond. Retainage to be released when Contract is complete and all paperwork submitted. (Pertains to projects under \$35,000.00 only)
We will submit a performance and payment bond.

Retainage is normally released 30-60 days after final acceptance of work by the County, or following receipt of Labor and Industries Department of Revenue clearance, whichever takes longer.



(Contractor's Signature)
Vice-President

(Title)

ARTICLE 4 - PERFORMANCE AND PAYMENT BOND FORM

**PERFORMANCE BOND FOR
CLALLAM COUNTY, WASHINGTON**

Bond No. _____

WE, _____ d/b/a _____
(Insert legal name of Contractor) (Insert trade name of Contractor, if any)

(hereinafter "Principal"), and _____ (hereinafter "Surety"), are held and firmly bound unto **CLALLAM COUNTY, WASHINGTON** (hereinafter "County"), as Oblige, in an amount (in lawful money of the United States of America) equal to the total compensation and expense reimbursement payable to Principal for satisfactory completion of Principal's work under Contract No. _____ between Principal and County, which total is **initially** _____

_____ Dollars (\$ _____), for the payment of which sum Principal and Surety bind themselves, their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.. Said contract (hereinafter referred to as "the Contract") is for _____ and is made a part hereof by this reference. The Contract includes the original agreement as well as all documents attached thereto or made a part thereof and amendments, change orders, and any other document modifying, adding to or deleting from said Contract any portion thereof.

This Bond is executed in accordance with the laws of the State of Washington, and is subject to all provisions thereof and the ordinances of County insofar as they are not in conflict therewith, and is entered into for the use and benefit of County, and all laborers, mechanics, subcontractors, and materialmen, and all persons who supply such person or persons, or subcontractors, with provisions or supplies for the carrying on of the work covered by Contract No. _____ between the below-named Contractor and County for _____, a copy of which Contract, by this reference is made a part hereof and is hereinafter referred to as "the Contract." (The Contract as defined herein includes the aforesaid agreement together with all of the Contract documents including addenda, exhibits, attachments, modifications, alterations, and additions thereto, deletions therefrom, amendments and any other document or provision attached to or incorporated into the Contract)

THE CONDITION OF THIS OBLIGATION is such that if Contractor shall promptly and faithfully performs the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

THE PARTIES FURTHER ACKNOWLEDGE & AGREE AS FOLLOWS:

(1) Surety hereby consents to, and waives notice of, any alteration, change order, or other modification of the Contract and any extension of time made by County, except that any single or cumulative change order amounting to more than twenty-five percent (25%) of the penal sum of this bond shall require Surety's written consent.

(2) Surety recognizes that the Contract includes provisions for additions, deletions, and modifications to the work or Contract Time and the amounts payable to Contractor. Subject to the limitations contained in paragraph (1) above, no such change or any combination thereof, shall void or impair Surety's obligation hereunder.

(3) Whenever County has declared Contractor to be in default and County has given Surety written notice of such declaration, Surety shall promptly (in no event more than thirty [30] days following receipt of such notice), specify, in written notice to County, which of the following actions Surety intends to take to remedy such default, and thereafter shall:

- (a) Remedy the default within fifteen (15) days after its notice to County, as stated in such notice; or
- (b) Assume within fifteen (15) days following its notice to County, full responsibility for the completion of the Contract in accordance with all of its provisions, as stated in such notice, and become entitled to payment of the balance of the Contract sum as provided in the Contract; or
- (c) Pay County upon completion of the Contract, in cash, the cost of completion together with all other reasonable costs and expenses incurred by County as a result of Contractor's default, including but not limited to those incurred by County to mitigate its losses, which may include but are not limited to

attorneys' fees and the cost of efforts to complete the work prior to Surety's exercising any option available to it under this Bond; or

(d) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon a determination by County and Surety jointly of the lowest responsible bidder, arrange for one or more agreements between such bidder and County, and make available as work progresses (even though there is a default or a succession of defaults under such agreement(s) for completion arranged for under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the penal sum of this Bond. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract, less the amount properly paid by County to Contractor.

(4) If County commences suit and obtains judgment against Surety for recovery hereunder, then Surety, in addition to such judgment, shall pay all costs and attorneys' fees incurred by County in enforcement of County's rights hereunder. The venue for any action arising out of or in connection with this bond shall be in Clallam County, Washington.

(5) No right or action shall accrue on this Bond to or for the use of any person or corporation other than Clallam County, and to the extent required under RCW Ch. 39, all laborers, mechanics, subcontractors, and materialmen, and all persons who supply such person or persons, or subcontractors, with provisions or supplies for the carrying on of the work covered by the Contract.

(6) No rider, amendment or other document modifies this Bond except as follows, which is hereby incorporated herein.

(7) Surety shall give to Principal and to County not less than sixty (60) days' prior written notice by certified mail, return receipt requested, of the effective date of the expiration or cancellation of this bond.

(8) Principal must provide County with a replacement bond, acceptable to County, not less than thirty (30) days before the effective date of this bond's expiration or cancellation as specified in the Surety's notice provided pursuant to Condition (7).

(9) If Principal fails to provide the replacement bond not less than thirty (30) days before the effective date of this bond's expiration or cancellation as specified in the Surety's notice provided pursuant to Condition (7) above, such failure shall constitute a default under this bond, for which County may make a claim, and Surety shall be obligated to make immediate payment under this bond of all sums.

SURETY'S QUALIFICATIONS: Every Surety named on this bond must appear on the United States Treasury Department's most current list (Circular 570 as amended or superseded) and be authorized by the Washington State Insurance Commissioner to transact business as a surety in the State of Washington. In addition, the Surety must have a current rating of at least A-VII in A. M. Best's Key Rating Guide.

INSTRUCTIONS FOR SIGNATURES: This bond must be signed by the president or a vice-president of a corporation; the managing general partner of a partnership; managing joint venturer of a joint venture; manager of a limited liability company or, if no manager has been designated, a member of such LLC; a general partner of a limited liability partnership; or the owner(s) of a sole proprietorship. If the bond is signed by any other representative, the Principal must attach currently-dated, written proof of that signer's authority to bind the Principal, identifying and quoting the provision in the corporate articles of incorporation, bylaws, Board resolution, partnership agreement, certificate of formation, or other document authorizing delegation of signature authority to such signer, and confirmation acceptable to the County that such delegation was in effect on the date the bond was signed. **A NOTARY PUBLIC MUST ACKNOWLEDGE EACH SIGNATURE BELOW.**

FOR THE SURETY:

By _____
(Signature of Attorney-in-Fact)

(Type or print name of Attorney-in-Fact)

(Type or print telephone number for Attorney-in-Fact)

FOR THE PRINCIPAL:

By: _____
(Signature of authorized signer for Contractor)

(Type or print name of signer for Contractor)

(Type or print title of signer for Contractor)

STATE OF _____) COUNTY OF _____)	ss: ACKNOWLEDGMENT FOR CONTRACTOR
On this _____ day of _____, _____, before me a notary public in and for the State of _____, duly commissioned and sworn, personally appeared _____, the person described in and who executed the foregoing bond, and acknowledged to me that _____ signed and sealed said bond as the free and voluntary act and deed of the Contractor so identified in the foregoing bond for the uses and purposes therein mentioned, and on oath stated that _____ is authorized to execute said bond for the Contractor named therein. WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written.	
_____ (Signature of Notary Public)	_____ (Print or type name of Notary Public)
Notary Public in and for the State of _____ residing at _____	
My commission expires _____ SEAL →	

STATE OF _____) COUNTY OF _____)	ss: ACKNOWLEDGMENT FOR SURETY
On this _____ day of _____, _____, before me a notary public in and for the State of _____, duly commissioned and sworn, personally appeared _____, Attorney-in-Fact for the Surety that executed the foregoing bond, and acknowledged said bond to be the free and voluntary act and deed of the Surety for the uses and purposes therein mentioned, and on oath stated that _____ is authorized to execute said bond on behalf of the Surety, and that the seal affixed on said bond or the annexed Power of Attorney is the corporate seal of said Surety. WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written.	
_____ (Signature of Notary Public)	_____ (Print or type name of Notary Public)
Notary Public in and for the State of _____ residing at _____	
My commission expires _____ SEAL →	

ARTICLE 5 - INDUSTRIAL INSURANCE PREMIUMS AND CONFESSION OF JUDGMENT

1. The contractor shall pay, and is responsible for payment of, all industrial insurance premiums that become due and payable to the Washington State Department of Labor and Industries (Department) pursuant to Title 51, RCW, whether such premiums are attributable to the contractor or its subcontractors.
2. In the event that Clallam County is required to make industrial insurance premiums to the Department due to the failure, neglect or refusal of the contractor to make payment as required herein, the contractor authorizes Clallam County to take judgment against it, and the contractor hereby confesses judgment, in the amount which Clallam County is required to pay the Department pursuant to Title 51, RCW to satisfy contractor's liabilities hereunder. The contractor confesses judgment in an amount equal to the entire industrial insurance premium liability due to the Department on behalf of the contractor and its subcontractors hereunder, less any premium payments previously made to the Department by the contractor.
3. The contractor expressly agrees that the amount confessed herein was expressly negotiated and that the amount due to Clallam County for satisfying contractor's obligations to the Department hereunder is due, justly due or to become due.
4. Until such time as Clallam County is actually reimbursed for industrial insurance premiums paid to the Department due to the failure, neglect or refusal of the contractor to meet its obligations hereunder, the contractor shall be debarred from bidding on any projects for which Clallam County solicits bids.

Corporate:

State of Washington)
County of Grays Harbor) ss

On this 9th day of April, 20 24, before me personally appeared Charles Quigg, to me known to be the Vice-President (*president, vice president, secretary, treasurer, or other authorized officer or agent, as the case may be*) of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

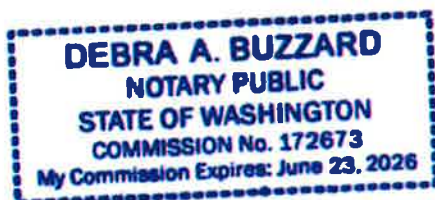
(CORPORATE SEAL)


(Contractor's Signature)

Vice-President

(Title)

Debra A. Buzzard
Notary Public in and for the State of Washington
Residing at Hoquiam, WA



Individual:

State of Washington)
County of Grays Harbor) ss

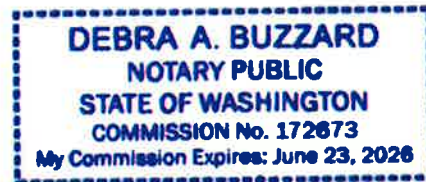
On this day personally appeared before me Charles Quigg to me known to be the individual, or individuals described herein and who executed the within and foregoing instrument, and acknowledged that he (*she or they*) signed the same as his (*her or their*) free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 9th day of April, 2024.


(Contractor's Signature)

Vice-President

(Title)


Notary Public in and for the State of Washington
Residing at Hoquiam, WA



ARTICLE SIX – INSURANCE CERTIFICATE - SAMPLE

FORM 05.07.08 PW-ROADS		CLALLAM COUNTY, WA CERTIFICATE OF INSURANCE	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
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INSURED (Legal name and business address) 	CERTIFICATE HOLDER: CLALLAM COUNTY, WASHINGTON PUBLIC WORKS DEPARTMENT COURTHOUSE 223 EAST FOURTH ST. STE. 7 PORT ANGELES, WA 98362	CONTRACT NUMBER 	DATE ISSUED:
PROJECT DESCRIPTION / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS: 			
This is to certify that policies of insurance listed below have been issued to the insured named above for the policy period indicated.			

CO- LTR	TYPE OF INSURANCE	POLICY NUMBER	Date Policy Effective (MM/DD/YY)	Date Policy Expires (MM/DD/YY)	A.I. LIMITS IN THOUSANDS
	GENERAL LIABILITY ☐ Commercial General Liability ☐ Claims Made ☐ Occurrence ☐ Owner's & Contractors Protection Deductible \$ _____				General Aggregate \$ _____ Products Comp/Ops Aggregate \$ _____ Personal & Advertising Injury \$ _____ Each Occurrence \$ _____ Fire Damage (Any One Fire) \$ _____ Medical Expense (Any One Person) \$ _____
	AUTOMOBILE LIABILITY ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos ☐ Garage Liability Deductible \$ _____				CSL \$ _____ Bodily Injury (per person) \$ _____ Bodily Injury (per accident) \$ _____ Property Damage \$ _____
	EXCESS LIABILITY ☐ Other Than Umbrella Form				Each Occurrence \$ _____ Aggregate \$ _____
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY \$ _____ (Each Accident) \$ _____ (Disease Policy Limit) \$ _____ (Disease-Each Employee)
	OTHER				

ADDITIONAL PROVISIONS

CLALLAM COUNTY is included as additional insured as related to the above-mentioned project.
 Should any of the above described policies be cancelled before the expiration date thereof, the issuing Company must deliver or mail not less than a 45 days written notice to the above Certificate Holder, per RCW 48.18.290

COMPANIES AFFORDING COVERAGE	ISSUING COMPANY, AGENT OR REPRESENTATIVE
NOTE: Attach a separate sheet to this certificate giving all the company names and their percentage of coverage, if clarification is needed.	NAME: _____ ADDRESS: _____ Authorized Signature _____ Title _____ Signature Date _____ Signee Name _____ Telephone No. _____

Company Letter	A _____ B _____ C _____ D _____ E _____	
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END OF SECTION 00400

BID BOND**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**
Hartford, Connecticut 06183

KNOWN ALL BY THESE PRESENTS, That we, Quigg Bros., Inc. , as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto Clallam County Parks Dept, as Obligee, in the sum of five percent (5%) of the total bid amount Dollars (\$) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

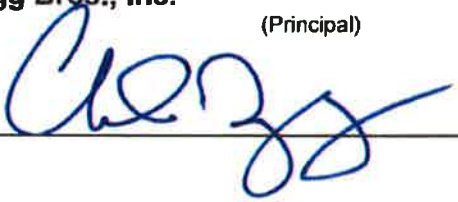
WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for Lake Pleasant Piling Replacement ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 27th day of March, 2024.

Quigg Bros., Inc.

(Principal)

By: **Travelers Casualty and Surety Company of America****Thomas
Buell**

By: _____

Thomas Buell, Attorney-in-FactDigitally signed by Thomas Buell
DN: cn=Thomas Buell, c=US
email=Thomas.Buell@Amisurpartners.com
Date: 2024.03.27 16:53:32 -0700



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

POWER OF ATTORNEY

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

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



State of Connecticut

By:

Robert L. Raney

Robert L. Raney, Senior Vice President

City of Hartford ss.

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

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

My Commission expires the **30th** day of **June**, **2026**



Anna P. Nowik

Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this **27th** day of **March**, **2024**



Kevin E. Hughes

Kevin E. Hughes, Assistant Secretary

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

Quigg Bros., Inc. Equipment List

As of February 14th, 2023

Processing Equipment			
Eq. #	Eq. Description	Model	Serial #
01-311	CEC RIP RAP SORTER	D5X16	
01-313	'08 Thunderbird Scalping Screen	6203FST	2609-08
01-314	Eagle Fine MTL's Screw		10610
01-315	'04 Pegson Jaw Crusher	26x44	6501048B
01-400	HIS Portable		
01-401	Thunderbird Screen	5x16 3D	10082-2
01-402	Wes Tec Conveyor	36" x 45'	WS310
01-403	Wes Tec Conveyor	30" x 50'	WS126
01-404	Wes Tec Conveyor	30" x 50'	WS127
01-405	Wes Tec Conveyor	30" x 50'	WS129
01-406	Wes Tec Conveyor	30" x 50'	WS132
01-407	Peerless Radial Stacker	42" x 100'	
01-409	24' x 10' Transfer Conveyor		
01-410	'08 20 Yard Belt Feeder	4213BFH	EQU-01902
01-411	H/M Feeder		
01-412	30" x 15' Transfer Conveyor		
01-507	'07 Superior Conveyor	36 x 50	EQU-01871

Crawler Cranes			
Eq. #	Eq. Description	Model	Serial #
08-304	'72 American 50-Ton	5299	G516524
09-324	'81 P&H 100-Ton	5100	51779
09-325	'77 P&H 150-Ton	5150R	43484
09-326	'70 Manitowoc 135-Ton	SC-135	395043
09-327	'82 P&H 100-Ton	5100	52140
09-328	'02 American/Terex 110 Ton	HC 110	AC3899
09-329	'79 American 125-Ton	9260	19436
09-330	'68 American 165-Ton	9299C	G512732
09-331	'99 American 125 Ton	HC125	AC3747
09-332	'05 Terex/American 110 Ton	HC110	AC4107
09-333	'95 Manitowoc 230-Ton	888 52	8881013

Rough Terrain Cranes			
Eq. #	Eq. Description	Model	Serial #
11-101	'75 P&H Hydraulic 20-Ton	R200	37195
11-103	'76 P&H Hydraulic 20-Ton	R200	41989
11-104	'76 P&H Hydraulic 20-Ton	R200	41410
11-105	'65 P&H Hydraulic 22-Ton	Century 122	53901
11-106	'81 P&H Hydraulic 40 Ton	Omega 40	50306
11-107	'95 Grove 55-Ton	RT855B	82515

Truck Cranes			
Eq. #	Eq. Description	Model	Serial #
11-300	'75 P&H Hydraulic 75-Ton	T750	41064
11-301	'77 P&H Conventional 90-Ton	T790	43982

Excavators			
Eq. #	Eq. Description	Model	Serial #
13-501	'06 JD50 Mini Excavator	JD50D	FF050DX245314
13-503	'17 JD50 Mini Excavator	JD50G	GXP6GH285648
13-504	'00 Case Backhoe	590SL	JIG0285410
13-505	'97 Case Backhoe	580L	JIG0235307
13-506	'07 Cat Backhoe	430E	KDDT00539
13-507	'19 JD50 Mini Excavator	JD50G	KH1289918
13-508	'21 JD 50 Mini Excavator	JD50G	CMH294788
13-509	'20 JD50G Mini Excavator	JD50G	1FF050GXTKH291441
13-713	'00 Hitachi Excavator	EX200 LC-5	AMD 300270
13-714	'01 Komatsu Excavator	PC228LC-3	20805
13-715	'04 Komatsu Excavator	PC308USLC-3	20068
13-719	'05 Cat Excavator	325 CL	CKBF001623
13-720	'97 Komatsu Log Shovel	PC-300-HD-5	21528

Tug Boats			
Eq. #	Eq. Description	Model	Serial #
27-104	Duetz		
27-105	Boom Boat Lil' Joey		
27-902	Mary Margaret (85,000 Lbs.)		266882
27-904	55 Ironman (80,000 Lbs.)	57-50	50 x 13
27-908	Pat Quigg	35 x 14 x 5	1225584
27-909	Mike Quigg	61 x 22 x 10	294666

Excavators (cont.)			
Eq. #	Eq. Description	Model	Serial #
13-722	'10 160 Komatsu Excavator	PC160LC-8	25013
13-723	'04 450 John Deere Excavator	450 C LC	FF450CX091582
13-724	'14 JD 75 Mini Excavator	JD75G	GHDJ015079
13-725	'14 JD 135 Excavator	JD135G	HLE400538
13-726	'11 Cat Excavator	336EL	IYEP00211
13-727	'16 Hitachi Excavator	2x160-6	LGF240039
13-728	'16 JD Excavator	250G-LC	KFF409878
13-729	'17 Hitachi Excavator	ZK 160LC 6	AHF240123
13-730	'20 JD 135 Excavator	JD-135G	CKF501952
13-731	'14 JD 470 Excavator	JD470	CEF235003
13-733	'21 Hitachi Excavator	ZAXIS 245US-6	CG0700647

Forklifts			
Eq. #	Eq. Description	Model	Serial #
15-201	Hyster 4-Ton Forklift	H80XL	F005A04254M
15-202	Cat 4-Ton Forklift	V80E	37W08936
15-301	Hyster 10-Ton Forklift	H200H15	CO07D01562E
15-302	Hyster 7-Ton Forklift: Lacey	H135XL	F006A3529K
15-303	'01 Taylor 15-Ton Forklift	THD300M	29542
15-306	Taylor Forklift 12.5 Ton	Taylor T250 5	30347
15-307	Taylor Forklift 15 Ton	Taylor T250 5	
15-400	'97 Skytrak 4-Ton Forklift	8042	THK7078
15-401	'00 Skytrak 4-Ton Forklift	8042	11724
15-402	'00 Skytrak 4-Ton Forklift	8042	11926
15-403	'99 Skytrak 4-Ton Forklift	8042	9281
15-404	'00 Skytrak 5-Ton Forklift	10054	11914
15-405	'00 Skytrak 5-Ton Forklift	10054	12069
15-406	'05 Skytrak 4-Ton Forklift	8042	160013267
15-407	'07 Skytrak 5-Ton Forklift	10054	160029141
15-408	'08 Extreme 6-Ton Forklift	XRM-1254	60891130
15-409	'05 Extreme 6-Ton Forklift	XRM-1254	40540771
15-501	'06 Genie Man lift 540	S-40	54006-10933
15-502	'06 Genie Man lift 245	Z-45	2452506-28997
15-503	'07 JLG Man lift 60'	8605J	300113607
15-504	'07 JLG Man lift 60'	8605J	30010928
15-505	'14 Genie 19' Scissor Lift	GS-1930	139155
15-506	'15 Genie 260 Manlift	Z-62/40	26215A-474
15-507	'17 JLG 4069LE Scissor Lift	4069LE	200261002
15-508	'17 JLG 4069LE Scissor Lift	4069LE	200264628

Loaders			
Eq. #	Eq. Description	Model	Serial #
17-403	'13 JD Skid Steer	329D	CD237124
17-702	'96 Cat Loader	IT28F	3CL01842
18-098	'98 Cat Loader	980G	9CM01441
18-306	'95 JD Loader	544G	DW544D541544
18-307	'12 Cat Loader	980K	0W7K01144
18-308	'18 JD Loader	644K	ZLHF64864

Motor Graders			
Eq. #	Eq. Description	Model	Serial #
19-504	'05 140 Grader	140H	APM01993

Crawler Tractors			
Eq. #	Eq. Description	Model	Serial #
20-105	'95 Cat Dozer	D4CCL	6YL01101
20-107	'03 JD Dozer	JD700H	T0700HX924635
20-304	'05 JD Dozer w/Rippers	JD850J	T0850JX115425
20-305	'06 JD 650 Dozer	JD650J	T0650JX130489

Crane Barges			
Eq. #	Eq. Description	Model	Serial #
25-501	Dredge Skookum		100 x 38 x 6

Quigg Bros., Inc. Equipment List

As of February 14th, 2023

Work Barges				
Eq. #	Eq. Description	Model	Serial #	
25-625	Water Driver Barge	55 x 28 x 3		
26-701	Rendrag Float	40 x 10 x 5	R-1425	
26-702	Rendrag Float	40 x 10 x 5	R-1426	
26-703	Rendrag Float	40 x 10 x 5	R-1428	
26-704	Rendrag Float	40 x 10 x 5	R-1430	
26-705	Rendrag Float	40 x 10 x 5	R-1444	
26-706	Rendrag Float	40 x 10 x 5	R-1447	
26-707	Rendrag Float	20 x 10 x 5	R-234	
26-708	Rendrag Float	20 x 10 x 5	R-235	
26-709	Rendrag Float	20 x 10 x 5	R-236	
26-710	Rendrag Float	20 x 10 x 5	R-237	
26-711	Rendrag Spudwell		R-6132	
26-712	Poselidon Spudwell		PA-303	
26-713	Rendrag Spudwell		R-6133	
26-714	Rendrag Spudwell		R-6134	
26-715	Rendrag FF	40 x 10 x 5	R-1423	
26-716	Rendrag FF	40 x 10 x 5	R-1424	
26-717	Rendrag FF	40 x 10 x 5	R-1429	
26-718	Rendrag FF	40 x 10 x 5	R-1445	
26-719	Rendrag FF	40 x 10 x 5	R-1446	
26-720	Rendrag FF	20 x 10 x 5	R-248	
26-721	Rendrag FF	20 x 10 x 5	R-50	
26-722	Poselidon FF	40 x 10 x 7	PF7-125	
26-723	Poselidon FF	40 x 10 x 7	PF7-131	
26-724	Poselidon FF	40 x 10 x 7	PF7-146	
26-725	Poselidon FF	40 x 10 x 7	PF7-164	
26-726	Poselidon FF	40 x 10 x 7	PF7-165	
26-727	Poselidon FF	40 x 10 x 7	PF7-166	
26-728	Poselidon FF	20 x 10 x 7	227-B019	
26-729	Poselidon FF	20 x 10 x 7	227-B020	
26-730	Poselidon FF	20 x 10 x 7	227-B021	
26-731	Poselidon FF	20 x 10 x 7	227-B022	
26-732	Poselidon Rake	20 x 10 x 7	PF7-RPF102R	
26-733	Poselidon Rake	20 x 10 x 7	PF7-RPF104R	
26-734	Poselidon Rake	20 x 10 x 7	227-AR02	
26-735	Poselidon Rake	20 x 10 x 7	227-AR04	
26-736	Poselidon FF	20 x 10 x 7	227B016	
26-737	Poselidon Rake	20 x 10 x 7	227BR04	
26-738	Spudwell	570	S-319	
26-739	Spudwell	570	S-320	
26-740	Poselidon FF	40 x 10 x 7	PF7-117RCT	
26-741	Poselidon FF	40 x 10 x 7	PF7-135QCT	
26-742	Poselidon FF	40 x 10 x 7	PF7-143QCT	
26-743	Poselidon FF	40 x 10 x 7	PF7-145QCT	
26-744	Rendrag Rake	10 x 10 x 5	R4018	
26-745	Rendrag Rake	10 x 10 x 5	R226	
26-746	Rendrag Rake	10 x 10 x 5	R4016	
26-747	Rendrag Rake	10 x 10 x 5	R418	
26-748	Rendrag Rake	10 x 10 x 5	R4017	
26-803	Winkah	122 x 32 x 8		
26-804	Aberdeen	24 x 12 x 3		
26-807	Muckmaster Work Barge #1	24 x 12 x 3		
26-808	Muckmaster Work Barge #2	24 x 12 x 3		
26-809	Hoquiam Work Barge #1	24 x 12 x 3		
26-810	Hoquiam Work Barge #2	24 x 12 x 3		
26-811	Hoquiam	110 x 31 x 7	1243467	
26-812	Salsap	110 x 32 x 9	2146612	
26-813	QBI-240	240 x 60 x 15	507174	

Work Boats & Trailers				
Eq. #	Eq. Description	Model	Serial #	
28-705	Sea Wolf	24 ft		
28-706	Tuffy			
28-707	Tug Mac Trailer	CUOCA8		
28-708	'05 EZ Loader Boat Trailer (Tuffy)		25846	
28-709	Bar Boat Trailer (Sea Wolf)		01876	
28-710	Sea Monkey 16' Skiff	6' x 14' 2'		
28-711	Sea Monkey Trailer	HMDE	AK35540	
28-712	76 Boat Trailer (Grizzly)	14' x 7' x 2'6"	17270	
28-713	'97 Bulldog	20' x 8'6" x 3'	CL797	
28-714	'13 Bobcat Work Boat	ATEC	22' x 8' x 3'	
28-716	Badger Trailer			
28-717	'99 Bobcat Boat Trailer	Calkins	901876	
28-719	'12 EZ Loader Boat Trailer	CA003340		
28-720	'15 EZ Loader Boat Trailer	MSHXFA013950		
28-723	'83 Seal Boat 26ft	ALF	MUN402930383	
28-724	'93 Seal Trailer	FB	16V1M1626P1341565	

Pile Driving Equipment				
Eq. #	Eq. Description	Model	Serial #	
31-202	Vulcan #1 Pile Hammer	2241	G13500	
31-203	Vulcan #1 Pile Hammer	150	931229	
32-104	APE 200 T Vibro Hammer	200T	V723	
32-105	APE 700 Power Unit	700	95	
32-106	APE 150 T Vibro Hammer	V150T	2015081537	
32-107	APE 375 Power Unit	P375	201509237	

Pile Leads				
Eq. #	Eq. Description	Model	Serial #	
35-100	8 1/2 x 20 Swing Leads			
35-103	8 x 21-1/2 Burnham Leads			
35-104	Wick Drain Leads			
35-105	Flying Leads			
35-106	8 x 20 Fixed Leads			
35-107	8 x 32 ICE Leads			
35-108	8 x 26 Swing Leads			
35-109	A & B Hydraulic Leads			
35-110	8 x 21 APE Leads (94 feet)			

Pile Accessories

Eq. #	Eq. Description	Model	Serial #	
36-500	Parallelogram Spotter			
36-501	Telescopic Spotter			
36-502	Kamb Telescopic Spotter			

Pickup Trucks

Eq. #	Eq. Description	Model	Serial #	
51-206	'00 Ford: Pressure Washer	F-450	1FDXF4G57EC39097	
51-230	'07 Ford: Weld Shop Truck	F-550	1FOAF56P77EB39829	
51-235	'08 Ford: Dale Wilder	F-150	1FTPW14V58FA404141	
51-236	'08 Ford: Shop Aberdeen	F-150	1FTPW14V78FA404141	
51-245	'05 Ford: Jeff Olen	F-550	1FDAF56P05EC18563	
51-255	'12 Ford: Shop Aberdeen	F-250	1FT7X2B70CEA44939	
51-258	'12 Ford: Ron Patrick	F-150	1FTFX1EF0CKD06634	
51-259	'12 Ford: Eric Seely	F-150	1FTFX1EF6CKD15113	
51-260	'11 Ford: Crew Van	E-350	1F8NE3BL0BDA67388	
51-265	'11 Ford: Crew Van	E-350	1F8NE3BL0BDA67388	
51-268	'14 Ford: Jared Sowers	F-150	1FTFW1ET7E8B47888	
51-269	'14 Ford: Flagging Truck	F-250	1FT7X2B61EEB65024	
51-270	'14 Ford: Randall Luellen	F-450	1FD9W4GTGEEB30614	
51-271	'15 Ford: Chris Swantek	F-550	1FD0X5GT9FEB80370	
51-273	'15 Ford: Jeff Olen	F-250	1FT7W2B10FEC14031	
51-274	'15 Ford: Shop Aberdeen	F-250	1FT7X2B76FEC36855	
51-275	'15 Ford: Dan Wolf	F-250	1FT7X2B7FEC46059	
51-277	'16 Ford: Shop Aberdeen	F-250 4X4	1FT7W2B71GE842452	
51-278	'16 Ford: Shop Aberdeen	F-250 4X4	1FT7X2B77GE842453	
51-279	'12 Ford: Lacey Yard	F-350	1FT8W3B75CEA48630	
51-280	'16 Ford: Justin Fomento	F-250 SUPER DUTY	1FT7W2B62GEC84030	
51-283	'17 Ford: Weld Truck	F-350 SUPER DUTY	1FDRX3FT4HEE36152	
51-284	'17 Ford: Shop Aberdeen	F-250	1FT7X2B63HED58750	
51-285	'17 Ford: Matt McAuley	F-250	1FT7X2A60HED79380	
51-286	'12 Ford: Flagging Truck	F-250	1FT7X2A60CEC26609	
51-287	'16 Ford: Jon Wilson	F-150	1FTEX1EP8GKF72882	
51-289	'20 Ford: Chuck Fairbairn	F-250	1FT7W2B69LE035145	
51-290	'20 Ford: John Bergeson	F-250	1FT7W2B60LE035146	
51-291	'20 Ford: Erik Hegg	F-250	1FT7W2B68LE035525	
51-292	'19 Ford: Lacey Yard	F-450	1FDTF4GT0KEG87954	
51-293	'21 Ford: Justin Talevich	F-250	1FT7W2B65MED45737	
51-294	'21 Ford: Mitchell Colby	F-250	1FT7W2B69MED45739	
51-295	'21 Ford: Kevin Cucchiara	F-250	1FT8W2B74MED45805	
51-296	'21 Ford: John Davis	F-250	1FT7W2B67MED45738	
51-297	'21 Ford: Jack Eckland	F-150	1FTFW1E80MFB70181	
51-298	'21 Ford: Matt Zepeda	F-150	1FTFW1E84MFB70183	
51-299	'21 Ford: Ben Jones	F-150	1FTFW1E82MFB70182	
51-300	'21 Ford: Peter Ewen	F-150 SUPERCREW	1FTFW1E81MKE66415	
51-301	'20 Ford: Shop Aberdeen	F-550	1FDUF5GT3LE51195	
51-302	'23 Ford: Andrew Pratt	F-250	1FT7W2BNKPED10607	
51-303	'23 Ford: Woody Lamont	F-250	1FT7W2BN8PED10606	
51-304	'23 Ford: Kelley Ferguson	F-250	1FT7W2BN1PED10608	
51-305	'23 Ford: Neil Quigg	F-150	1FTFW1E8XPF893486	
51-306	'23 Ford: Charlie Quigg	F-150	1FTFW1E88PF895155	
51-307	'23 Ford: Kyle Raines	F-150	1FTFW1E81PFC68107	
51-308	'24 Ford: John Quigg	EXPEDITION	1FMJU2A83RE409232	
51-309	'24 Ford: Erik Hegg	F-250	1FT7W2BN0REC43169	
51-310	'24 Ford: John Bergeson	F-250	1FT7W2BN4REC42761	
51-311	'24 Ford: Chuck Fairbairn	F-250	1FT7W2BN8REC42763	

Quigg Bros., Inc. Equipment List

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Dump Trucks & Tractors				
Eq. #	Eq. Description	Model	Serial #	
53-519	'94 Kenworth Dump Truck	T800	619263	
53-522	'97 Kenworth Dump Truck	T800	739680	
53-523	'97 Kenworth Dump Truck	T800	739681	
53-524	'97 Kenworth Dump Truck	T800	739682	
53-525	'00 Kenworth Dump Truck	T800	864771	
53-526	'00 Kenworth Dump Truck	T800	864772	
53-527	'00 Kenworth Tractor	T800	864773	
53-528	'07 Kenworth Dump Truck	T800	212558	
53-529	'07 Kenworth Dump Truck	T800	212559	
53-530	'07 Kenworth Dump Truck	T800	211502	
53-531	'07 Kenworth Dump Truck	T800	211503	
53-532	'07 Kenworth Dump Truck	T800	211504	
53-533	'18 Ford Dump Truck	F-750	1DF05873	
54-202	'07 Kenworth Service Truck	T300	M205449	
54-203	'07 Int'l Service Truck	4400	47H369485	
54-205	'06 Int'l Service Truck	440	36H181653	
55-207	'07 Peterbilt w/18-T Room	340	M732541	
55-400	'95 Kenworth Tractor	W900	8231GL	
55-401	'07 Kenworth Tractor	T800	213684	
55-729	'99 Kenworth Tractor	T800	826283	
55-732	'01 Kenworth Tractor	T800	882519	
55-733	'06 Kenworth Tractor	T800	X16R118097	
56-106	'02 Sterling Vacuum Truck	LTO	AJ86106	

Trailers				
Eq. #	Eq. Description	Model	Serial #	
57-101	'73 Fruehauf		479009	
57-102	'76 Fruehauf		366616	
57-104	'69 Brown '40 Flatbed Trailer		91424C	
57-105	'81 Fruehauf 45' Flatbed Trailer		92814	
57-106	'90 Trailmobile 47' Flatbed Trailer		001123	
57-107	'85 Fruehauf 45' Flatbed Trailer		131005	
57-108	'96 Fontaine 48' Flatbed Trailer	48' x 102"	T1573732	
57-109	'96 Fontaine 48' Flatbed Trailer	48' x 102"	T1573765	
57-110	'87 Great Dane 45' Flatbed Trailer	GP 245	JM020501	
57-111	'99 JC 53' Flatbed		000072	
57-112	'04 Lodeking 53' Flatbed Trailer	1071305-F	C040976	
57-113	'99 JC 53' Flatbed Trailer		KX000073	
57-114	'95 Alloy 53' Flatbed Trailer		55952300	
57-117	'96 Western 53' Flatbed Trailer		112602	
57-285	S/A Converter Dolly			
57-286	'80 Trailmobile 27' Job Trailer	Trailmobile	27' x 96"	
57-287	'80 Trailmobile 27' Job Trailer	Trailmobile	27' x 96"	
57-288	30' Alloy Job Site Trailer		860436	
57-289	'71 Fruehauf 26' Job Trailer	Van	MENJ42116	
67-123	'97 Truckweld Trailer	PTERS-3	109450	
67-124	'97 Truckweld Trailer	PTERS-3	109460	
67-125	'00 Truckweld Trailer	TSSCPT-4	12458	
67-126	'00 Truckweld Trailer	TSSCPT-4	12457	
67-128	'04 Truckweld Trailer	PSBT-17.5	04059	
67-129	'04 Truckweld Trailer	PSBBT-16.6	04060	
67-228	'07 Truckweld Trailer	1x3 Millen.	060032	
67-229	'07 Truckweld Trailer	1x3 Millen.	060033	
67-230	'07 Truckweld Trailer	1x3 Millen.	060034	
67-231	'07 Truckweld Trailer	1x3 Millen.	060035	
67-232	'07 Truckweld Trailer	1x3 Millen.	060036	
67-859	'75 Clough Water Trailer	5400	1336	
67-868	'56 Fruehauf Pull Trailer	Pull Trailer	122523	
67-869	'59 Fruehauf Pull Trailer		C40513	
67-870	'87 Pull Trailer	Pull Trailer	WA78116704	
67-872	'56 Pull Trailer	TW5574	OAL1043	
68-106	'74 TW Dump Trailer	TW5574	A5524	
68-107	'75 Fruehauf Hayrack		FRW593701	
68-108	'74 Steco Dump Trailer		722741429	
68-109	'91 Travi Dump Trailer		3M1247426	
57-300	'65 Fruehauf 40' - 53' Stretch		FWE218004	
57-301	'86 Aztec 48' - 70' Stretch	PBJ243	17488	
57-302	'75 Fruehauf 43' Drop Deck	DAI607	694604	
57-303	'89 General Jeep	TAM608	8101	
57-304	'89 General 80-Ton Lowboy	DAM608	8102	
57-305	'89 General Booster	3AWB5	8103	
57-306	'95 General S/A Frt. Booster	TAM-6686	8002	
57-308	'00 General 55-Ton Lowboy		8005	
57-310	'00 Fontaine 48' Drop Deck		1588957	
57-311	'00 Fontaine 48' Drop Deck		1588975	
57-312	'96 Wilson Drop Deck Trailer		TA222363	
57-313	'05 Transcraft Drop Deck Trailer		351076713	
57-400	'01 Big Tex Trailer	8 x 16	E33115	
57-801	'12 Big Tex Trailer	120A - 180K	C4326385	

Trailers (cont.)				
Eq. #	Eq. Description	Model	Serial #	
57-802	'12 PJ Trailer (ID 50)	T6202-20	C1166825	
57-803	'91 NW Utility Trailer	UTILITY TRL	001258	
57-804	'95 Freeway Trailer	10622	123474	
57-805	Shop Built Trailer	Van		
57-806	'07 Top Notch	8 x 18	R506389	
57-807	'77 Trailmobile Trailer		592499	
57-808	'00 Utility Trailer: Patrick Q	FW8245	93435	
57-809	'02 D-CO Tilt Trailer	DC-30T	23011	
57-810	'05 Olympic Tilt Trailer	OM-30 TDT-3	T997535	
57-811	'07 Smith Co. Side Dump	53	L476350	
57-812	'10 Load Trail Trailer	TV 823	A1069720	
57-813	'10 Interstate TRL	F8	WA000167	
57-814	'79 Sloughion Office/Van TRL	Van TRL	7928191	
57-815	'06 Trail King Equip. TRL	TK80HT	M072556	
57-816	'92 Trailer EX	D27828	NP010636	
57-817	'98 Interstate Equip. Trailer		WA000167	
57-818	'17 PJ Trailer	F8x20	H1265851	
57-819	'12 Smith Co. Side Dump	5x4-49-36	47CL476546	
57-820	'12 Multiquip Trailer	12' Flatbed	F1Q16331	
57-821	'23 PJ Trailer	T823 8 x 22	3651138	
58-100	'77 Trailco Trailer		770B167	
58-101	'76 Trailco Trailer		FG08266	
58-102	'77 Trailco Trailer	FW8165		
58-103	'79 Trailco Trailer		790B140	
58-112	Office Trailer	5T 4405	688-121	
58-113	'95 Evergreen Office Trailer		395-116	
58-114	'05 Mobil Office Trailer	10 x 40	05122	
58-115	'96 Nomad 28' Travel Trailer	2740	TD000604	
58-116	'07 Aladdin Office Trailer	10x24	10188	
58-117	'06 NWB5 Shop Office Trailer	12x56	6086	
67-003	'73 Beall Water Trailer	8000 GALLON	TS487373	
67-122	'97 Truckweld Trailer	PTERS-3	109440	

Buckets				
Eq. #	Eq. Description	Model	Serial #	
72-105	Erie 1 1/2 Yard Clam			
72-109	Youn 2 1/4 Yard Clam			
72-112	Erie 1 Yard Clam			
72-113	Williams 1 Yard Clam	HDS	8253	
72-114	Esco 2 Yard Clam		C5-2110	
72-701	Coeurd-Alene Log Grapple	AGR-54-B1	1010-74	
72-702	Youn Rock Grapple	Y-96		
72-805	Owens 3 Yard Rehandle Clam	WR2		
72-807	Erie 2 Yard Rehandle Clam	SCX466		
72-809	Owens 2 Yard Rehandle Clam		19677	
72-810	McGinnes 3yd Rehandle			
72-811	Cable arm Enviro Bucket	5.3 CY 11X12	2011675	
73-675	Erie 2 Yard Drag	ABIXE	37609	
73-676	Pettibone 2 Cubic Yard Clam	49442	E1165-200	
73-677	Hinder 3 1/2 Yard Drag Bucket			

Portable Air Compressors				
Eq. #	Eq. Description	Model	Serial #	
75-203	'07 Sullair 185 Compressor	185DPQ-JD	4210052	
75-504	'97 Sullivan 750 Compressor	D 750Q7CA	560233	
75-505	'99 Sullivan 210 Compressor	D0210Q6JD	18616A	
75-506	'12 Doosan 185 Compressor	P185	448082	
75-507	'13 Doosan 185 Compressor	P185	451437	
75-508	'11 Doosan 185 Compressor	P185WJD	424759	
75-509	'11 Doosan 375 Compressor	HP375WJD	8UEVD54	
75-510	'17 Doosan 185 Compressor	C185WD2-T4F	UCABG07	

Quigg Bros., Inc. Equipment List

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Welding Machines				
Eq. #	Eq. Description	Model	Serial #	
95-104	'06 Miller Welder	Trailblazer 302D	LG041511	
95-207	'10 Miller Wire Feeder	X-treme 12VS	A210497A	
95-208	'10 Miller Wire Feeder	X-treme 12VS	A210490A	
95-209	'20 Miller Wire Feeder	Arc Reach 12	NA080483R	
95-210	'23 Miller Wire Feeder	Arc Reach 12	ND323045V	
95-301	'23 Hypertherm Plasma Cutter	Powermax 85 Sync	8555-011189	
95-302	'23 Hypertherm Plasma Cutter	POWERMAX 105 SYNC	10555-007155	
95-601	'07 Miller Welder	AIRPACK 400 DD	LG099169	
95-805	'95 Miller Welder	Big Blue 251D	KE659176	
95-806	'99 Miller Welder	Big Blue 251D	KK063548	
95-809	'99 Miller Welder	BIG 400	JF894152	
95-813	Lincoln - Welder	WP250	A1163553	
95-814	'10 Miller Welder	Trailblazer 302D	MA250026M	
95-815	'10 Miller Welder	Trailblazer 302D	MA250016M	
95-816	'10 Miller Welder	Trailblazer 302	MA310070M	
95-818	'13 Miller Welder	Trailblazer 325	MD131107R	
95-819	'13 Miller Welder	Trailblazer 325	MD161929R	
95-821	'15 Miller Welder	Trailblazer 302	MF090321R	
95-823	'15 Miller Welder	Trailblazer 302	MF360090R	
95-824	'17 Miller Welder	Trailblazer 302	MH060080R	
95-825	'17 Miller Welder	Trailblazer 302	MH060081R	
95-826	'06 Miller Welder	Trailblazer 302		
95-827	'20 Miller Welder	Trailblazer 325EFI	907798	
95-828	'21 Miller Welder	Trailblazer 325EFI	NB08093R	
95-829	'21 Miller Welder	Trailblazer 325EFI	NB150656R	
95-830	'23 Miller Welder	Trailblazer 325 EF	ND240305R	

Generators				
Eq. #	Eq. Description	Model	Serial #	
83-010	Cat 205 KW Gen Set	7W9760	85205581	
83-207	GM/LMA 30 KW Gen	3166-008	A79084AJ	
83-209	'01 Allmand Light Tower	21N00033	9902NLP-69	
83-210	'00 Allmand Light Tower		00SLOPO7	
83-211	'02 Allmand Light Tower	PRO02	0481PRO02	
83-212	'02 Allmand Light Tower	PRO02	0484PRO02	
83-213	'00 Magnum Light Tower	4060I-MH	YB001102	
83-214	'06 Magnum Light Tower	MLT3060 MM H	057694	
83-215	'06 Magnum Light Tower	MLT 4060 MM H	060466	
83-216	'09 Magnum Light Tower	MLT3060	903747	
83-217	'07 Magnum Light Tower	MLT4060	76585	
83-218	'10 Wanco Arrow Board	LSAC-07	11A1002296	
83-219	'18 Solar Tech Board	Silent Sentinel	6J529438	
83-300	GM/LMA 20 KW Gen	3166-008	A79084AJ	
83-304	'04 MQ Power 25 KW Gen Trailer	DCA25US1	8100769	
83-306	'06 MQ Power 25 KW Gen	DCA255512C	377573-17007	
83-309	MQ Power 60 KW Gen Trailer	DCA60SS1	3616566	
83-310	Skookum Pitt Gen Set 30KW	M350074	956160A	
83-311	Perkins 100KW Gen (Grizzly)	UC177401	J95059-780	
83-312	MQ 125 KW Generator	DCA12555	7500852	
83-313	'07 MQ Power 25KW Gen	DCA2555IU2	7109901	
83-314	'07 Atlas Copco Gen	QAS58	USA018261	
83-315	'14 MQ 125KW Generator	DCA12555JU41	7501438	
83-316	'11 MQ 25KW Generator	MMG25FH	1102453	
83-317	'05 MQ Power 25KW Gen Trailer	DCA2555IU2	3755455	
83-318	'15 MQ 70KW Generator	DCA7055JU41	7306509	
83-319	'18 Wacker 25KW Generator	G25 T4F	24436212	
83-400	Cat 135KW Gen		88D17396	
83-401	'07 Cat 500KW Generator	500KW		

Compaction Equipment				
Eq. #	Eq. Description	Model	Serial #	
78-200	Hoepac Plate Compactor	9700	373	
78-201	Indeco Plate Compactor	IHC200	20006	
78-202	Okada Plate Compactor	OAC200	81232	
78-203	'06 Wacker Diesel Plate Compactor	DPU6055	106406	
78-204	'12 Wacker Gas Plate Compactor	BPU4045A	10116888	
78-205	'18 Bomag Diesel Plate Compactor	BPR60/65DE	2411049	
78-206	'19 Bomag Diesel Plate Compactor	BPR60/65DE	2411176	
78-802	'04 DynaPac Roller	2620	67520320	
78-803	DynaPac Roller	CA 362 D	72421095	
78-804	'94 Rosco Sweeper	RB48	RB33452	
78-805	'05 Elgin Broom Bear	Broom Bear	HVB2470	

Concrete Equipment

Eq. #	Eq. Description	Model	Serial #	
81-600	Bidwell Finisher	BR-101	BR79360-2	
81-601	Finishing Bridge			
81-602	Razor Back Power Screenshot	12HD		
81-603	1 Yd Concrete Bucket W/ Shoot	427R	23460-1	

Specialized Equipment				
Eq. #	Eq. Description	Model	Serial #	
98-100	15 Finn Straw Blower	B40-11	135246	
98-300	1" x 8" x 10' Road Plate			
98-301	1" x 8" x 10' Road Plate			
98-302	1" x 8" x 10' Road Plate			
98-303	1" x 8" x 10' Road Plate			
98-304	1" x 8" x 10' Road Plate			
98-305	1" x 8" x 10' Road Plate			
98-400	'08 Landa Pressure Washer	SLT6-32824E	161830	
98-401	Edwards Fire Trailer	TSD25	TSD4145829LR	
98-402	Closed Curtain Burner			
98-403	Fire Trailer		5P342125	
98-404	Fire Trailer			
98-405	Air Bags			
98-406	ICE Hydraulic Power Unit	28	351829	
98-500	KAMB 130' Launcher	130		
98-600	Line Winder	A & B	26 X 40	
98-602	Clyde Triple Drum (Barge Ab)		13748	
98-603	Skagit Triple Drum (Poseidon)			
98-604	Skagit Double Drum (Bendrag)			
98-605	Lambert Double Drum (electric)	Double Drum	Lambert	
98-700	35' Mantle Portable Scales	10 x 35	24035 10PV W	
98-702	60' Jewell Hydro Grapple			
98-704	Bedding Box/Gravel Skiff	GG 550/BH9	W98091392	
98-706	Hydraulic Drill	A & B		
98-707	Sweeper/sweeper	IT18	0290-1662B	
98-708	Efficiency Trench Box	820HDXLDF	108307	
98-709	GMEManhole Box	M8H0W	W989081223	
98-710	Milwaukee Coring Drill	4096Mil	798C101116012	
98-711	Tow-Tem Hyd Clam	Rea1036	AGC1014	
98-713	Man Baskets			
98-714	'10 Spreader Bars			
98-715	Capacity Yard Goat	143900	030494-3	
98-716	00 Speed Shore 8x16	F3-0808LT4	0-2041	
98-717	'05 Speed Shore 8x16	8K1611L4	5-2565	
98-718	Hydraulic Torque Wrench	RT03 - HX-100	83148 & 7075224	
98-719	'16 Topcon GPS	GK-55		
98-720	'16 Barrier Lifter	KM 932-MU	AG07383	
98-721	'17 Topcon GPS	GK-55		
98-722	18 Topcon Hyper-V Dual GO Digital		1122-23333 1122-24361	
98-723	Hydraulic Torque Wrench	HAWK	4613	
98-724	Ramps	8' x 40'		
98-725	Shop Built Rail Wagon			
98-726	CTR DE Limber	314 DPM/TS	70048	
98-727	Dustless Blaster	DB-500	52027	
98-728	22 CNC Plasma Table	Crossfire XR	96" x 48"	

Contract General Requirements

GENERAL REQUIREMENTS

1. SUMMARY OF WORK

A. Contract Description: The work of this contract includes:

Provide labor, materials, and equipment to remove and replace six ea. Irreparably damaged dock pilings at Lake Pleasant Community Beach County Park, according to provided plans and specifications.

B. The Contractor is responsible for verifying all systems, assemblies, and details of construction prepared by the Owner or Owner's consultant as being appropriate to and within the standard practices of the building trades involved. The Contractor and all of his subcontractors and sub-subcontractors shall have reviewed all documents thoroughly and shall report any/all discrepancies, irregularities, and items that differ from standard practices during the bidding phase. The Contractor shall be responsible to ensure proper coordination between the Owner and all trades and all the corresponding documentation directing those trades. The Contractor shall also be responsible for confirmation of all manufacturers' instructions and special requirements of the use and application of their products.

2. WORK NOT IN CONTRACT

A. 'NIC' (Not in Contract) items are as follows:

1. See drawings.

3. CONTRACTOR USE OF PREMISES

- A. The Contractor shall have access only to the areas where the new work is to be executed. The Contractor shall coordinate with the Owner for staging, power outages, Fire Alarm de-commissioning, construction, and parking during construction, which will be limited to the area of Work. Work times and dates shall be scheduled and approved by the Owner prior to start of work.
- B. Given the nature of the day-to-day operations of this facility, it is imperative that all scheduling of work be approved beforehand by Owner.

4. UNIT PRICING

- A. See Bid Forms, Section 00300
- B. Unit Prices: As approved on final Section 00500 Form of Agreement Between Owner and Contractor.

5. ALTERNATES

- A. Alternates quoted on Bid Forms, Section 00300, will be reviewed and accepted or rejected at the Owner's option.
- B. Coordinate related Work as required for a proper installation of all the Work of this Contract.
- C. Alternates: As approved on final Section 00500 Form of Agreement Between Owner and Contractor.

6. COORDINATION

- A. Coordinate scheduling, submittals, trades, and Work of the various sections of specification to ensure efficient and orderly sequence of installation of interdependent construction elements with a minimum of public service disruption.

7. WORKING HOURS

- A. Working hours shall be per the Contractor's set time frame(s).
- B. The Owner has no timeframe requirements, although the Owner must be notified a minimum of 36 hours before any construction work so that proper signage and notification can be given to the public.

8. EXAMINATION

- A. Verify that existing conditions are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

9. PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

10. SUBMITTAL PROCEDURES

- A. Submittal form to identify Project, Contractor, Subcontractor or supplier; and pertinent Contract Document references.
- B. Apply Contractor's stamp, signed or initialed, certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents, prior to submitting the submittal for review by the Owner or Owner's Representative Engineer.
- C. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- D. Revise and submit submittals as required; identify all changes made since previous submittal.
- E. Submit a minimum of three (3) copies.

11. QUALITY ASSURANCE - CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality, or when no level of quality is specified, perform Work as would be standard for a "custom" installation.
- B. Comply with manufacturers' instructions.

- C. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

12. TOLERANCES

- A. Monitor tolerance control of installed Products over suppliers, manufacturers, Products, site conditions, and workmanship, to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply fully with manufacturers' tolerances.

13. REFERENCES

- A. Conform to reference standards applicable for each system, product, or assembly as commonly applied to each trade or discipline for this type of work and level of quality specified or implied, by date of issue current as of date of Contract Documents.
- B. Should specified reference standard conflict with Contract Documents, request clarification from Owner before proceeding.

14. ELECTRICITY

- A. Power is not available. Contractor must provide his/her own electrical generating equipment if/when needed, and provide an approved barrier between power generating equipment and roof membrane.

15. LIGHTING FOR CONSTRUCTION PURPOSES

- A. Lighting is not available. Contractor must provide his/her own electrical generating equipment for lighting if/when needed, and provide an approved barrier between power generating equipment and roof membrane.

16. WATER

- A. Contractor may use existing water as available at facility and in proximity to the project. Any equipment modification required to accommodate the Contractor's needs shall be at the Contractor's cost. Modifications shall only be made with approval of the County and equipment shall be returned to its original condition or better at the conclusion of the work.

17. SANITARY FACILITIES

- A. The Owner shall supply toilet facilities at the site.

18. PROJECT SAFETY

- A. At a minimum, the Contractor shall erect and maintain an orange construction fence, or an alternative acceptable to the Owner, around the entire area of work, and provide temporary closures for protection of adjacent existing conditions, and barriers and signage to protect the public from construction hazards, including any overhead work. Prior to leaving the site in the evening the Contractor shall inspect and insure all fencing and barriers adequately protect the public from the safety hazards created by the work of this project in the Work area.

- B. Contractor shall provide barrier beneath any/all equipment subject to fluid leakage. Any equipment or machinery liquid that leaks on the asphalt shall be cleaned immediately at the Contractors expense.

19. PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification sections.

20. SECURITY

- A. Provide security and facilities to protect Work and Owner's operations from unauthorized entry, vandalism, or theft. There is no on-site security.

21. PROGRESS CLEANING AND WASTE REMOVAL

- A. Collect and maintain areas free of waste materials, debris, and rubbish. Maintain construction area in a clean and orderly condition. Contractor is responsible for all costs involved in waste removal and the site must be cleaned up at the end of each work day.

22. REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials prior to Final Completion review if applicable.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

23. PRODUCTS

- A. Products: means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the work. Products may also include existing materials or components specifically identified for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically identified or allowed by the Contract Documents.
- C. Provide interchangeable components of the same manufacturer for components being replaced and/or added in addition to existing components, e.g. lighting, switches, receptacles, etc.

24. TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

- A. Transport, handle, store, and protect Products in accordance with manufacturer's instructions.

25. CONTRACT CLOSE-OUT PROCEDURES

- A. Submit written certification that the Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with the General Conditions and the Contract Documents and ready for Owner inspection.

- B. Submit final Application for Payment identifying total adjusted Contract Sum/Price previous payments, and amount remaining due.
- C. Complete and submit all required documentation, covered in this Project Manual, and the drawings.
- D. At completion of project the Contractor shall provide three (3) copies of Maintenance & Operation (M&O) manuals which shall be divided by Section and include all major components used in detail, submittals and warranties. Manuals shall be delivered in hard back 3-ring binders with the project name and number on the cover.
- E. Submit Substantial Completion Form – Section 01070.

26. FINAL CLEANING

- A. Execute final cleaning prior to final inspection. Precautions should be made to minimize air-borne dust particles on existing equipment and throughout the office environment.
- B. Thoroughly clean all surfaces exposed to view, and remove waste and surplus materials, rubbish, and construction facilities from the site.

27. TESTING AND ADJUSTING

- A. Perform any/all testing of installed as per Manufacturer's recommendations if applicable.

28. WARRANTIES

- A. Provide triplicate notarized copies.
- B. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers in 3-ring binders with labels. This may be included with Maintenance & Operations (M&O) manuals.
(See 25. D. above)
- B. Submit prior to final application for payment

29. WA STATE L&I PREVAILING WAGE

- A. This project is subject to WA State L&I Prevailing Wage Rates. Certified Payroll will be required.
- B. All required Intents and Affidavits of wages paid must be submitted prior to Owner request from the State for retainage release.

END OF SECTION 01001

INSTRUCTIONS TO BIDDERS

ARTICLE 1 DEFINITIONS

- 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. Bidding Requirements include Advertisement and Notice of Call for Bids, Instructions to Bidders, Bid Forms, Sample Contract Forms, and Supplementary Instructions. Contract documents consist of Agreement or Contract Form between Owner and Contractor, Conditions of the Contract including General, Supplementary, Drawings, Plans, Specifications and all Addenda issued prior to execution of the Contract.
- 1.2 Addenda are written or graphic instructions issued by the Owner or Owner's representative Engineer, which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- 1.3 A Bid is a properly completed and signed proposal to do the work for sums stipulated and submitted in accordance with the Bidding Documents.
- 1.4 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform work described as the base to which work may be added or deleted for sums stated in Alternate Bids.
- 1.5 An Alternate Bid is an amount stated in the Bid to be added or deducted from the Base Bid if Alternate work is accepted.
- 1.6 A Unit Price is an amount stated in the Bid as a price per unit for materials, equipment, or service as described in Bidding Documents.
- 1.7 A Bidder is a person or entity who submits a Bid.
- 1.8 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of work.

ARTICLE 2 BIDDER'S REPRESENTATION

- 2.1 By making a Bid, the Bidder represents that the Bidder has visited the site and become familiar with local conditions under which the work is to be performed, has read and understands all Bidding and Contract Documents, and correlated personal observations with the requirements of the proposed contract documents. Site visits shall be as stated on Notice of Call for Bids.
- 2.2 The Bid is based upon materials, equipment, labor and systems required by the Bidding Documents without exception.

ARTICLE 3 BIDDING DOCUMENTS

- 3.1.1 Bidders may obtain complete sets of Bidding Documents from the location(s) designated in the Advertisement or Notice of Call for Bids in the number, and for the deposit sum, if any stated therein (limit of 2 sets per contractor). The deposit sum will be refunded to Bidders who submit a bonafide Bid and return Bidding Documents in good condition within ten days after receipt of Bids. A bidder receiving the Contract Award may retain Documents and deposit will be returned.

3.1.2 Bidders shall use complete sets of Bidding documents in preparing Bids; neither Owner nor Owner's representative Engineer assumes responsibility for errors or misrepresentations resulting from use of incomplete Bidding Documents.

3.1.3 In making copies of the Bidding Documents available, the Owner and/or Owner's representative Engineer, do so for the purpose of obtaining Bids and do not confer a license or grant permission for any other use of the Bidding Documents.

3.2 Interpretation or correction of Bidding Documents

3.2.1 The Bidder shall carefully examine the Bidding Documents, examine the site and local conditions, and compare them with other work being bid concurrently or presently under construction to the extent that it relates to work being Bid, and shall at once report to the Owner and/or Owner's representative Engineer errors, inconsistencies, or ambiguities discovered.

3.2.2 The Bidder and sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to Owner and/or Owner's representative Engineer at least seven days prior to the date of receipt of Bids.

3.2.3 Changes in the Bidding Documents will be made by Addendum and changes made in any other manner will not be binding and Bidders shall not rely upon them.

3.3 Substitutions

3.3.1 The materials, equipment, products described in the Bidding Documents establish a standard of function, dimension, appearance and quality to be met by any substitution.

3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by Owner or Owner's representative Engineer at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the materials or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work including changes in the work of other contractors that incorporation of the proposed substitution would require, shall be included. The burden or proof of the merit of the proposed substitution is upon the proposer. The Owner's decision of approval or disapproval of a proposed substitution shall be final.

3.3.3 If the Owner approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

3.3.4 No substitutions will be considered after the Contract award unless specifically provided in the Contract Documents.

3.3.5 Should any proposed product substitution require any redesign work by the Owner and/or Engineer or his consultations to accommodate the substitute product, costs for such redesign work shall be included in the Bid amount and shall be paid to the Engineer or Owner at his usual rates for the time expended in the required redesign work.

ARTICLE 4 BIDDING PROCEDURES

4.1.1 Bids shall be submitted on forms identical to ones included in the Bidding Documents; shall have all blanks filled out in ink (typed or manually); with sums expressed in words and figures where indicated with words governing; and all alternates and unit prices bid. If alternates do not change Base Bid, enter "no change".

4.1.2 Interlineations, alterations and erasures must be initialed by signer of the Bid.

4.1.3 Bid shall include legal name of Bidder and a statement that the Bidder is a sole proprietor, partnership, corporation or other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. A Bid by a corporation shall give the state of incorporation or corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

4.2 Bid security

4.2.1 Each Bid shall be accompanied by a bid security in a.) cash, b.) cashier's check/money order, c.) certified check, or d.) Surety Bond in the amount of 5% of the total Bid amount. Bid security shall be in form required, pledging that the Bidder will enter a Contract with the Owner on the terms stated in the Bid, and will furnish bonds covering the faithful performance of the Contract and payment of all obligations arising there under. Bid security of the lowest three Bidders may be retained by Owner for a period not to exceed 30 days following opening of Bids. All other Bidders' securities shall be returned within ten days of date of receipt of bids. Should Bidder fail to enter into a Contract or furnish bonds where required, the amount of Bid Security shall be forfeited to the Owner as liquidated damages, not as a penalty.

4.2.2 Surety Bond shall be written on required forms and the attorney-in-fact who executes the bond shall affix to the Bond a certified and current copy of the power-of-attorney.

4.3 Submission of bids

4.3.1 Bids, Bid Security and other documents required to be submitted with the Bid shall be enclosed in a sealed, opaque envelope marked with the notation "BID PROPOSAL" with project name clearly marked on the outside of the envelope. The envelope shall be addressed to the party receiving the Bids as identified in the Advertisement or Notice Call for Bids and include the Bidder's name and address. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with notation "BID PROPOSAL ENCLOSED" and the project name on the face thereof.

4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after time and date will be returned unopened. The Bidders shall assume full responsibility for timely delivery at location designated for receipt of Bids.

4.3.3 Oral, telephone, telegraphic, or fax Bids are invalid and will not receive consideration.

4.4 Modification or withdrawal of Bid

4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period of thirty days following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telegram; if by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these instructions to Bidders.

4.4.4 Bid Security shall be in an amount sufficient for the Bid as modified or resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

5.1 Bids received on time and properly identified will be opened and read aloud at the Board of Commissioners meeting held immediately after the time and date for receipt of Bids as advertised in Notice Call for Bids.

5.2 The Owner shall have the right to reject any or all Bids, reject a Bid not accompanied by a required Bid Security or by other data required by the Bidding Documents, or reject a Bid which is in any way incomplete or irregular.

5.3 The Owner may determine that a Bidder is not responsible and reject his proposal for any of the reasons found in Clallam County Code Chapter 3.12.

5.4 Bid award

5.4.1 It is the intent of the Owner to award a Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities or irregularities in a Bid received and to accept the Bid which, in the Owners judgment, is in the Owner's best interests.

5.4.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

6.1 Contractor's Qualification Statement - Bidders to whom award of a Contract is under consideration shall submit to the Owner or Owner's representative Engineer, upon request, a properly executed Contractor's Qualification Statement in the form requested by the Owner.

6.2.1 Submittals - The Bidder shall, within three days of notification of selection for the award of a Contract, furnish the Owner or Owner's representative Engineer in writing if not required to be included on the Bid Proposal Form:

1. Work to be performed by Bidders own forces
2. A complete list of sub-bidders or sub-contractors to be used to complete this project
3. Name of project superintendent or foreman to be used
4. Names of manufacturers, products, and supplies of principal items or systems proposed for the Work.

6.2.2 Prior to award of the Contract, the Owner, or Owner's representative Engineer, will notify Bidder if Owner has a reasonable objection to a person or entity proposed by Bidder. If Owner has an objection, the Bidder may (1) withdraw the Bid, or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost, if any, occasioned by the substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of withdrawal or disqualification, the Bid Security will not be forfeited.

6.2.3 Persons and entities proposed by the Bidder and to whom the Owner has made no reasonable objection must be used on the work for which they were proposed and shall not be changed except with the written consent of the Owner.

6.2.4 A copy of Contractor's UBI Certification shall be submitted with the signed agreement.

ARTICLE 7 PERFORMANCE AND PAYMENT BOND

7.1 Bond requirements

7.1.1 The Bidder shall furnish bonds covering faithful performance and payment of all obligations as described in the Bidding Documents and all bonds shall be paid for by the Bidder and costs shall be included in Bid.

7.2 Time of delivery and form of bonds

7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Subparagraph 7.2.1.

7.2.2 Unless otherwise provided, the bonds shall be written on forms provided by Owner, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum plus sales tax.

7.2.3 The bonds shall be dated on or after the date of the Contract.

7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

ARTICLE 8 FORM OF AGREEMENT

8.1 Form to be used

8.1.1 The Agreement for the Work shall be the completed sample included in the Bidding Documents and shall be signed by the Bidder within ten days of notice by the Owner of award of Contract to the Bidder.

END OF SECTION 00200

Upon notification of intent to award bid, Contractor shall complete and submit the below information within three days of notification by Owner.

1. Name of Bidder: _____
2. Business Address: _____
3. How many years has said bidder been engaged in the contracting business under the present firm name? _____
4. Contracts now in hand (Gross Amount): _____
5. General character of work performed by said company: _____
6. List of more important projects constructed by said company, including approximate costs and dates: _____
7. List of company's major equipment: _____
8. Bank references: _____
9. Department of Labor and Industries Firm No.: _____
10. Department of Revenue Registration: _____

Title

Date _____

ARTICLE 2 - STATEMENT OF PROPOSED SUB-CONTRACTORS AND MAJOR MATERIAL SUPPLIERS

The Contractor shall submit a complete list of all major material suppliers and a sub-contractor's list within three days of notification of Bid award or upon request by the Owner. NOTE: Per RCW39.30.060, projects expected to cost one million dollars or more are required, as part of the Bid or within one hour after the published Bid submittal time, to submit a subcontractor list. Failure to submit this information shall render the Bid Nonresponsive. (See RCW39.30.060 for full text)

SUB-CONTRACTOR'S LIST:

<u>NAME & ADDRESS</u>	<u>DESCRIPTION OF WORK/MATERIAL</u>

MATERIAL SUPPLIERS LIST:

<u>MATERIAL SUPPLIERS</u>	<u>DESCRIPTION OF WORK/MATERIAL</u>

ARTICLE 3 - RETAINAGE INVESTMENT OPTION DECLARATION

CONTRACTOR: _____

PROJECT NAME: **Clallam County Lk. Pleasant Piling Replacement Project**

PROJECT NO.: **#2304PR**

DATE: _____

Pursuant to RCW 60.28.011, as amended, you may choose how your Retainage under this contract will be held and invested. Please complete and sign this form indicating your preference. If you fail to do so, the County will hold your Retainage as described in "Current Expense" Option 1 below:

- _____ 1. Interest Bearing Account: The County will deposit Retainage checks in an interest bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work is completed, or until agreed to by both parties. Interest on the account will be paid to you.
- _____ 2. Escrow/Investments: The County will place the Retainage checks in escrow with a bank or trust company until thirty days following the final acceptance of the improvement or work as completed. When the moneys reserved are to be placed in escrow, the County will issue a check representing the sum of the moneys reserved payable to the bank or trust company and you jointly. This check will be converted into bonds and securities chosen by you and approved by the County and these bonds and securities will be held in escrow. Interest on these bonds and securities will be paid to you as interest accrues.
- _____ 3. The Contractor may at his/her option choose to not submit a performance bond and agrees to a 50% Retainage in lieu of a performance bond. Retainage to be released when Contract is complete and all paperwork submitted. (Pertains to projects under \$35,000.00 only)

Retainage is normally released 30-60 days after final acceptance of work by the County, or following receipt of Labor and Industries Department of Revenue clearance, whichever takes longer.

(Contractor's Signature)

(Title)

ARTICLE 4 - PERFORMANCE AND PAYMENT BOND FORM

PERFORMANCE BOND FOR CLALLAM COUNTY, WASHINGTON

Bond No. _____

WE, _____ d/b/a _____
(Insert legal name of Contractor) (Insert trade name of Contractor, if any)

(hereinafter "Principal"), and _____ (hereinafter "Surety"), are held and firmly bound unto **CLALLAM COUNTY, WASHINGTON** (hereinafter "County"), as Oblige, in an amount (in lawful money of the United States of America) equal to the total compensation and expense reimbursement payable to Principal for satisfactory completion of Principal's work under Contract No. _____ between Principal and County, which total is **initially** _____ Dollars (\$ _____), for the payment of which sum Principal and Surety bind themselves, their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.. Said contract (hereinafter referred to as "the Contract") is for _____ and _____ is made a part hereof by this reference. The Contract includes the original agreement as well as all documents attached thereto or made a part thereof and amendments, change orders, and any other document modifying, adding to or deleting from said Contract any portion thereof.

This Bond is executed in accordance with the laws of the State of Washington, and is subject to all provisions thereof and the ordinances of County insofar as they are not in conflict therewith, and is entered into for the use and benefit of County, and all laborers, mechanics, subcontractors, and materialmen, and all persons who supply such person or persons, or subcontractors, with provisions or supplies for the carrying on of the work covered by Contract No. _____ between the below-named Contractor and County for _____, a copy of which Contract, by this reference is made a part hereof and is hereinafter referred to as "the Contract." (The Contract as defined herein includes the aforesaid agreement together with all of the Contract documents including addenda, exhibits, attachments, modifications, alterations, and additions thereto, deletions therefrom, amendments and any other document or provision attached to or incorporated into the Contract)

THE CONDITION OF THIS OBLIGATION is such that if Contractor shall promptly and faithfully performs the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

THE PARTIES FURTHER ACKNOWLEDGE & AGREE AS FOLLOWS:

(1) Surety hereby consents to, and waives notice of, any alteration, change order, or other modification of the Contract and any extension of time made by County, except that any single or cumulative change order amounting to more than twenty-five percent (25%) of the penal sum of this bond shall require Surety's written consent.

(2) Surety recognizes that the Contract includes provisions for additions, deletions, and modifications to the work or Contract Time and the amounts payable to Contractor. Subject to the limitations contained in paragraph (1) above, no such change or any combination thereof, shall void or impair Surety's obligation hereunder.

(3) Whenever County has declared Contractor to be in default and County has given Surety written notice of such declaration, Surety shall promptly (in no event more than thirty [30] days following receipt of such notice), specify, in written notice to County, which of the following actions Surety intends to take to remedy such default, and thereafter shall:

- (a) Remedy the default within fifteen (15) days after its notice to County, as stated in such notice; or
- (b) Assume within fifteen (15) days following its notice to County, full responsibility for the completion of the Contract in accordance with all of its provisions, as stated in such notice, and become entitled to payment of the balance of the Contract sum as provided in the Contract; or
- (c) Pay County upon completion of the Contract, in cash, the cost of completion together with all other reasonable costs and expenses incurred by County as a result of Contractor's default, including but not limited to those incurred by County to mitigate its losses, which may include but are not limited to

attorneys' fees and the cost of efforts to complete the work prior to Surety's exercising any option available to it under this Bond; or

(d) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon a determination by County and Surety jointly of the lowest responsible bidder, arrange for one or more agreements between such bidder and County, and make available as work progresses (even though there is a default or a succession of defaults under such agreement(s) for completion arranged for under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the penal sum of this Bond. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract, less the amount properly paid by County to Contractor.

(4) If County commences suit and obtains judgment against Surety for recovery hereunder, then Surety, in addition to such judgment, shall pay all costs and attorneys' fees incurred by County in enforcement of County's rights hereunder. The venue for any action arising out of or in connection with this bond shall be in Clallam County, Washington.

(5) No right or action shall accrue on this Bond to or for the use of any person or corporation other than Clallam County, and to the extent required under RCW Ch. 39, all laborers, mechanics, subcontractors, and materialmen, and all persons who supply such person or persons, or subcontractors, with provisions or supplies for the carrying on of the work covered by the Contract.

(6) No rider, amendment or other document modifies this Bond except as follows, which is hereby incorporated herein.

(7) Surety shall give to Principal and to County not less than sixty (60) days' prior written notice by certified mail, return receipt requested, of the effective date of the expiration or cancellation of this bond.

(8) Principal must provide County with a replacement bond, acceptable to County, not less than thirty (30) days before the effective date of this bond's expiration or cancellation as specified in the Surety's notice provided pursuant to Condition (7).

(9) If Principal fails to provide the replacement bond not less than thirty (30) days before the effective date of this bond's expiration or cancellation as specified in the Surety's notice provided pursuant to Condition (7) above, such failure shall constitute a default under this bond, for which County may make a claim, and Surety shall be obligated to make immediate payment under this bond of all sums.

SURETY'S QUALIFICATIONS: Every Surety named on this bond must appear on the United States Treasury Department's most current list (Circular 570 as amended or superseded) and be authorized by the Washington State Insurance Commissioner to transact business as a surety in the State of Washington. In addition, the Surety must have a current rating of at least A-:VII in A. M. Best's Key Rating Guide.

INSTRUCTIONS FOR SIGNATURES: This bond must be signed by the president or a vice-president of a corporation; the managing general partner of a partnership; managing joint venturer of a joint venture; manager of a limited liability company or, if no manager has been designated, a member of such LLC; a general partner of a limited liability partnership; or the owner(s) of a sole proprietorship. If the bond is signed by any other representative, the Principal must attach currently-dated, written proof of that signer's authority to bind the Principal, identifying and quoting the provision in the corporate articles of incorporation, bylaws, Board resolution, partnership agreement, certificate of formation, or other document authorizing delegation of signature authority to such signer, and confirmation acceptable to the County that such delegation was in effect on the date the bond was signed. **A NOTARY PUBLIC MUST ACKNOWLEDGE EACH SIGNATURE BELOW.**

FOR THE SURETY:

By _____
(Signature of Attorney-in-Fact)

(Type or print name of Attorney-in-Fact)

(Type or print telephone number for Attorney-in-Fact)

FOR THE PRINCIPAL:

By: _____
(Signature of authorized signer for Contractor)

(Type or print name of signer for Contractor)

(Type or print title of signer for Contractor)

STATE OF _____)

COUNTY OF _____)

ss:

ACKNOWLEDGMENT FOR CONTRACTOR

On this _____ day of _____, _____, before me a notary public in and for the State of _____, duly commissioned and sworn, personally appeared _____, the person described in and who executed the foregoing bond, and acknowledged to me that _____ signed and sealed said bond as the free and voluntary act and deed of the Contractor so identified in the foregoing bond for the uses and purposes therein mentioned, and on oath stated that _____ is authorized to execute said bond for the Contractor named therein. WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written.

(Signature of Notary Public)

(Print or type name of Notary Public)

Notary Public in and for the State of _____ residing at _____

My commission expires _____ **SEAL →**

STATE OF _____)

COUNTY OF _____)

ss:

ACKNOWLEDGMENT FOR SURETY

On this _____ day of _____, _____, before me a notary public in and for the State of _____, duly commissioned and sworn, personally appeared _____, Attorney-in-Fact for the Surety that executed the foregoing bond, and acknowledged said bond to be the free and voluntary act and deed of the Surety for the uses and purposes therein mentioned, and on oath stated that _____ is authorized to execute said bond on behalf of the Surety, and that the seal affixed on said bond or the annexed Power of Attorney is the corporate seal of said Surety. WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written.

(Signature of Notary Public)

(Print or type name of Notary Public)

Notary Public in and for the State of _____ residing at _____

My commission expires _____ **SEAL →**

ARTICLE 5 - INDUSTRIAL INSURANCE PREMIUMS AND CONFESSION OF JUDGMENT

1. The contractor shall pay, and is responsible for payment of, all industrial insurance premiums that become due and payable to the Washington State Department of Labor and Industries (Department) pursuant to Title 51, RCW, whether such premiums are attributable to the contractor or its subcontractors.

2. In the event that Clallam County is required to make industrial insurance premiums to the Department due to the failure, neglect or refusal of the contractor to make payment as required herein, the contractor authorizes Clallam County to take judgment against it, and the contractor hereby confesses judgment, in the amount which Clallam County is required to pay the Department pursuant to Title 51, RCW to satisfy contractor's liabilities hereunder. The contractor confesses judgment in an amount equal to the entire industrial insurance premium liability due to the Department on behalf of the contractor and its subcontractors hereunder, less any premium payments previously made to the Department by the contractor.

3. The contractor expressly agrees that the amount confessed herein was expressly negotiated and that the amount due to Clallam County for satisfying contractor's obligations to the Department hereunder is due, justly due or to become due.

4. Until such time as Clallam County is actually reimbursed for industrial insurance premiums paid to the Department due to the failure, neglect or refusal of the contractor to meet its obligations hereunder, the contractor shall be debarred from bidding on any projects for which Clallam County solicits bids.

Corporate:

State of _____)
County of _____) ss

On this _____ day of _____, 20____, before me personally appeared _____, to me known to be the _____ (*president, vice president, secretary, treasurer, or other authorized officer or agent, as the case may be*) of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

(CORPORATE SEAL)

(Contractor's Signature)

(Title)

Notary Public in and for the State of Washington
Residing at _____

Individual:

State of _____)
County of _____) ss

On this day personally appeared before me _____ to me known to be the individual, or individuals described herein and who executed the within and foregoing instrument, and acknowledged that he (*she or they*) signed the same as his (*her or their*) free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this _____ day of _____, 20_____.

(Contractor's Signature)

(Title)

Notary Public in and for the State of Washington
Residing at _____

ARTICLE SIX – INSURANCE CERTIFICATE - SAMPLE

FORM 05 07 08 PW-ROADS		CLALLAM COUNTY, WA CERTIFICATE OF INSURANCE	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
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INSURED (Legal name and business address) CLALLAM COUNTY, WASHINGTON PUBLIC WORKS DEPARTMENT COURTHOUSE 223 EAST FOURTH ST. STE. 7 PORT ANGELES, WA 98362	CERTIFICATE HOLDER: CLALLAM COUNTY, WASHINGTON PUBLIC WORKS DEPARTMENT COURTHOUSE 223 EAST FOURTH ST. STE. 7 PORT ANGELES, WA 98362	CONTRACT NUMBER 				
PROJECT DESCRIPTION / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS: 						
This is to certify that policies of Insurance listed below have been issued to the Insured named above for the policy period indicated.						
CO L.T.R	TYPE OF INSURANCE	POLICY NUMBER	Date Policy Effective (MM/DD/YY)	Date Policy Expires (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY ☐ Commercial General Liability ☐ Claims Made ☐ Occurrence ☐ Owner's & Contractors Protection ☐ Deductible \$ _____				General Aggregate \$ _____ Products Comp/Ops Aggregate \$ _____ Personal & Advertising Injury \$ _____ Each Occurrence \$ _____ Fire Damage (Any One Fire) \$ _____ Medical Expense (Any One Person) \$ _____	
	AUTOMOBILE LIABILITY ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos ☐ Garage Liability ☐ Deductible \$ _____				CSI \$ _____ Bodily Injury (per person) \$ _____ Bodily Injury (per accident) \$ _____ Property Damage \$ _____	
	EXCESS LIABILITY ☐ Other Than Umbrella Form				Each Occurrence \$ _____ Aggregate \$ _____	
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY \$ _____ (Each Accident) \$ _____ (Disease Policy Limit) \$ _____ (Disease-Each Employee)	
	OTHER					
ADDITIONAL PROVISIONS						
CLALLAM COUNTY is included as additional insured as related to the above-mentioned project. Should any of the above described policies be cancelled before the expiration date thereof, the issuing Company must deliver or mail not less than a 45 days written notice to the above Certificate Holder, per RCW 48.18.290						
COMPANIES AFFORDING COVERAGE			ISSUING COMPANY, AGENT OR REPRESENTATIVE			
NOTE: Attach a separate sheet to this certificate giving all the company names and their percentage of coverage, if clarification is needed.			NAME: _____ ADDRESS: _____ _____ _____ Authorized Signature _____ Title _____ Signature Date _____ Signee Name _____ Telephone No. _____			
Company Letter	A					
	B					
	C					
	D					
	E					

END OF SECTION 00400

1GENERAL CONDITIONS OF THE CONTRACT

ARTICLE 1 GENERAL PROVISIONS

1.1 Definitions

1.1.1 Contract Documents - consist of Agreement between Owner and Contractor, General Conditions of the Contract, Supplemental Conditions, Bidding Documents, Bonds, Drawings and Specifications, Addenda, approved Alternates, and modifications issued after execution of the Agreement.

1.1.2 The term Work means the construction and services required by the Contract Documents and include all labor, materials, equipment and services provided by the Contractor to fulfill the Contractor's obligations.

1.1.3 The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work.

1.1.4 The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment construction systems, standards and workmanship for the Work and performance of related services.

1.1.5 The Project Manual is the volume assembled for the work which includes the Bidding Documents including Call for Bids and Instructions to Bidders, and Contract Documents.

1.2 Execution, Correlation and Intent

1.2.1 The Contract Documents shall be signed by the Owner and Contractor as provided in the Agreement.

1.2.2 Execution of the contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

1.2.4 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.5 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.6 The apparent silence of the specifications or plans as to any detail or the apparent omission from them of a detailed description concerning any point shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of first quality are to be used. All interpretations of these specifications shall be made on the basis above stated.

1.3 Ownership of Documents

1.3.1 The Drawings, Specifications and other documents prepared by the Owner or Owner's Engineer are instruments of the Owner's service through which the Work to be executed by the Contractor is described. The Owner shall be deemed the author of them and will retain all common law, statutory and other reserved rights, in addition to the copyright.

ARTICLE 2 OWNER

2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the contract Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

2.1.2 The Owner shall furnish surveys, utility locations, or other records that the Owner has presently on file or presently knows of to the contractor upon request. The Owner will not provide additional surveys, layouts or locations unless specifically stated elsewhere in the Contract Documents.

2.1.3 The Owner shall be responsible for obtaining the septic permit as it relates to this project.

2.1.4 The Owner shall have additional responsibilities enumerated herein.

2.1.5 If the Contractor fails to correct Work or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, by written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 3 CONTRACTOR

3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

3.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner and shall at once report to the Owner errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized (or should have recognized) such error, inconsistency or omission and knowingly failed to report it to the Owner. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Owner, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

3.1.3 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Owner at once.

3.1.4 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

3.1.5 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

3.1.6 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.1.7 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

3.1.8 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.1.9 The Contractor shall pay sales, consumer, use and similar taxes for the work or portions thereof provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

3.1.10 The Contractor shall secure and pay for all permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work, with the exception of the septic permit that has already been obtained by the Owner.

3.1.11 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work.

3.1.12 If the Contractor observes that portions of the Contract Documents are at variance with codes, the Contractor shall promptly notify the Owner in writing, and necessary changes shall be accomplished by appropriate modification.

3.1.13 If the Contractor performs Work knowing or should have known it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

3.1.14 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

3.1.15 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

3.1.16 The Contractor shall provide the Owner access to the Work in preparation and progress wherever located.

3.1.17 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless, the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or

resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

3.1.18 With respect to performance of this agreement and as to claims against the county, its elected and appointed officers, agents and employees, the Contractor expressly waives its immunity under Title 51 RCW, the Industrial Insurance Act, as now and hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the Owner and Contractor.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

4.1 The Owner's project manager shall be the administrator of the contract unless the Owner has agreement for Architectural services.

4.1.1 The Architect is the person lawfully licensed to practice Architecture or an entity lawfully practicing Architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.

4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Engineer. Consent shall not be unreasonably withheld.

4.1.3 The Architect will provide administration of the Contract as described in the Contract documents, and will be the Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the correction period. The Architect will advise and consult with the Owner. The Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract.

4.1.4 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check observations as an Architect, the Architect will keep the Owner informed of progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work.

4.1.5 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

4.1.6 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts to the Owner who has final approval and authority.

4.1.7 The Architect, with Owner's approval, will have authority to reject Work which does not conform to the Contract documents. Whenever the Architect, with Owner's approval, considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect, with Owner's approval, will have authority to require additional inspection or testing of the work. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

4.1.8 The Architect will review and, with Owner's approval, approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

4.1.9 The Architect, with the Owner's approval, will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the work as provided in Paragraph 7.1.4.

4.1.10 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

ARTICLE 5 SUBCONTRACTORS

5.1 Definitions

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

5.1.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner will promptly reply to the Contractor in writing stating whether or not, after due investigation, the Owner has reasonable objection to any such proposed person or entity. Failure of the Owner to reply promptly shall constitute notice of no reasonable objection.

5.1.3 The Contractor shall not contract with a proposed person or entity to whom the Owner has made reasonable and timely objection.

5.1.4 If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. The Contract Sum shall be increased or decreased by the difference in cost occasioned by such change and an appropriate Change Order shall be issued. However, no increase in the Contract Sum shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.1.5 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and

redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

ARTICLE 6 CONSTRUCTION BY OWNER

6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided elsewhere in the Contract Documents.

6.1.2 The Owner shall provide for coordination of the activities of the Owner's own forces.

6.1.3 If part of the Contractor's Work depends, for proper execution or results, upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acknowledgment that the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

ARTICLE 7 CHANGES IN THE WORK

7.1.1 Changes in the work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order.

7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect/Engineer.

7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order.

7.1.4 A Change Order is a written instrument prepared by the Owner or Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

1. a change in the Work,
2. the amount of the adjustment in the Contract Sum, if any, and
3. the extent of the adjustment in the Contract Time, if any.

ARTICLE 8 TIME AND LIQUIDATED DAMAGES

8.1.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

8.1.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance to be

furnished by the Contractor. The date of commencement of the Work shall be not changed by the effective date of such insurance. Unless the date of commencement is established by a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the work to permit the timely filing of mortgages, mechanic's liens and other security interests.

8.1.3 If the Contractor is delayed at any time in progress of the Work by an act or neglect of the Owner, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner, then the Contract time shall be extended by Change Order.

8.1.4 Should the Contractor fail to complete the Work within the Contract Time, the Owner will sustain damage.

8.1.5 Therefore, the parties agree that the Contractor shall pay the Owner, as liquidated damages and not as penalty, an amount as follows, which shall be considered to be the amount of the damage sustained by the Owner on account of the condition specified and shall continue to be paid until the condition specified is met.

8.1.6 It is agreed by the parties that **time is of essence in this agreement** and, if the date of final completion is delayed, the Owner will be damaged. The exact amount of the damage will be difficult to calculate, but will include such items as outside leases, loss of efficient function, and inconvenience to the public and to the Owner. **It is agreed between the parties that the amount of damages will be Two Hundred Dollars and No Cents (\$400.00) per calendar day from Final Completion date as designated on the Form of Agreement between Owner and Contractor.** The Owner may deduct the sum of such liquidated damages from any moneys due or that may become due the Contractor; or if such moneys are insufficient, the Contractor or his Surety or Sureties shall pay the difference.

ARTICLE 9 PAYMENTS AND COMPLETION

9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.1.2 Before the first Application for Payment, the Contractor shall submit to the Owner or Architect a schedule of values allocated to various portions of the work, prepared in such form and supported by such data to substantiate its accuracy as the Owner or Architect may require. This schedule, unless objected to by the Owner or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.1.3 At least ten days before the date established for each progress payment, the Contractor shall submit to the Owner or Architect, if one is used, an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies or requisitions from Subcontractors and material suppliers, and reflecting Retainage if provided for elsewhere in the Contract Documents.

9.1.4 Such applications may include requests for payment on account of changes in the work which have been properly authorized by Change Orders.

9.1.5 Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

9.1.6 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work.

9.1.7 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

9.1.8 The Owner shall determine the payment amount to be made to the Contractor.

9.1.9 At the time each month stipulated in the Owner/Contractor Agreement, the Owner shall pay to the Contractor an amount equal to ninety-five percent (95%) of the value of labor and material incorporated in the work, all as approved by the Architect in accordance with the provisions of the Contract Documents; such amount paid to the Contractor shall be less the total of all previous payments and deductions provided for in the Contract Documents. The five percent (5%) withheld shall be Retainage, which shall be paid as provided hereinafter. The percentage of contract retained shall be five percent (5%) pursuant to RCW Chapter 60.28, as amended. Thirty days after final acceptance of the completed work, the balance due will be paid, provided,

- a. The work is fully completed.
- b. Certification has been received by the Owner from the State Department of Labor and Industries, as to payment of prevailing wages, in conformance with laws.
- c. Certification has been received by the Owner from the State Department of Revenue that all taxes have been paid, no tax lien may exist, and
- d. The Contractor warrants to the Owner all claims by materialmen and workmen, if any, for unpaid charges against the work have been satisfied, and
- e. To hold the Owner harmless from all liens on the completed work.

In the event these provisions are not met, the Owner may pay a percentage of the Retainage, holding back that quantity of money for materialmen and laborer's liens, tax liens, cost and attorney's fees to defray the cost of foreclosing all other liens, costs, and Engineer's fee to defray cost of additional Construction Administration services.

After the award of a Contract for public improvement or work for which retained percentages are required to be reserved under the provisions of RCW 60.28.010., Owner shall require the Contractor to exercise in writing, one of the options listed in RCW 60.20.010.

Retained amounts shall be paid into an escrow account, if requested, in a financial institution chosen by the Contractor and approved by the Owner, the interest earnings from which shall accrue to the benefit of the Contractor.

9.1.10 Final payment will not be made by the Owner until all contract conditions and requirements have been fulfilled and all forms and certificates are received in full.

9.1.11 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner or Architect will promptly make such inspection, and when Owner and Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

10.1.2 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Architect in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if, in fact, the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or PCB, or when it has been rendered harmless by written agreement of the Owner and Contractor.

10.1.3 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1. employees on the Work and other persons who may be affected thereby;
2. the work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors, and
3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.1.4 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

10.1.5 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.1.6 When use or storage of explosive or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.1.7 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the Owner or Engineer or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations.

10.1.8 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

10.1.9 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss.

10.1.10 The Contractor agrees to comply with Chapter 49.18 RCW providing that no laborer, workman, or mechanic in the employ of the Contractor, Subcontractor, or other person doing or contracting to do the work or any part of the work contemplated by the Contract, shall be permitted or required to work more than eight (8) hours in any one calendar day, provided that, in cases of extraordinary emergency, such as

danger to life or property, the hours of work may be extended, but in such cases shall not be less than one and one-half times the rate allowed for this same amount of time during eight (8) hours' service. Any work necessary to be performed after regular working hours, or Sunday or legal holidays shall be performed without additional expense to the Owner. Contractor further agrees the said Contract is terminable in case the Contractor shall violate the provisions of such act.

ARTICLE 11 INSURANCE & BONDS

11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. claims under workers or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
7. claims involving contractual liability insurance applicable to the Contractor's obligations.

11.1.2 The Contractor shall name the Owner, the Engineer, their consultants, and their officers, agents, and employees, as additional insured on the insurance policies, except the workers' or workmen's compensation policy. The Contractor shall obtain from the Owner and Engineer the list of names to appear on the insurance policies.

11.1.3 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following, or greater if required by law:

1. Workers' Compensation;
 - a. State: Statutory
 - b. Applicable Federal (e.g. Longshoremen, harbor Work, Work at or outside U.S. Boundaries): Statutory
 - c. Employer's Liability: \$1,000,000.00
 - d. Benefits Required by Union labor contracts: as applicable
 - e. Include all-states endorsement
2. Comprehensive General Liability (Including Premises-Operations; Independent Contractor's Protective, Products and Completed Operations; Broad Form Property Damage):
 - a. Bodily Injury:
 - \$1,000,000.00 Single Limit Per Occurrence
 - Full Contract Amount Aggregate, Products and Completed Operations
 - b. Property Damage: Course of Construction Insurance
 - Full Contract Amount Each Occurrence
 - Full Contract Amount Aggregate

- c. Products and Completed Operations Insurance shall be maintained until 30 days after final completion
 - d. Property Damage Liability Insurance shall include coverage for the following hazards: Vandalism, Fire, Explosion, Collapse, and Underground
 - e. Contractual Liability:
 1. Bodily Injury: \$1,000,000 Each Occurrence
 2. Property Damage:
 - Full Contract Amount Each Occurrence
 - Full Contract Amount Aggregate
 - f. Personal Injury with Employment Exclusion Deleted: \$1,000,000.00 Aggregate
3. Comprehensive Automobile Liability (Owned, Non-owned, Hired):
 - a. Bodily Injury:
 - \$1,000,000.00 Each Person
 - \$1,000,000.00 Each Occurrence
 - b. Property Damage: \$500,000.00 Each Occurrence
 4. If possible, all of the above insurance coverage shall be carried with the same insurance company.

11.1.4 Certificates of Insurance acceptable to the Owner shall be filed with the Owner and the Architect prior to commencement of the work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the Owner, the Architect, the Contractor, and the Owner's insurer. Certificates shall be furnished in duplicate and stipulate all coverage required, and the Contractor shall furnish to the Owner and the Architect copies of all endorsements that are subsequently issued amending coverage or limits.

11.1.5 The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance in the amount of the initial Contract sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis without voluntary deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made.

11.1.6 Property insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, false work, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's services and expenses required as a result of such insured loss. Coverage for other perils shall not be required unless otherwise provided in the Contract Documents.

11.1.7 The Contractor shall secure and pay for performance and payment bonds issued by a bonding company, licensed to transact business in the locality of the project, on a Bond Form executed in pursuance to Chapter 39.08 Revised Code of Washington. The Bond Form must comply with all requirements of the Owner's attorney.

The surety bond shall be in the following penal sums:

- Performance Bond 100% of agreement sum, including Washington State Sales Tax
- Labor and Material 100% of agreement sum, including Washington State Sales Tax
- Four copies of Bond Certification required.

11.1.8 The Contract Bond or an equivalent Maintenance Bond shall continue in full force until final acceptance of the Work by the Owner.

11.1.9 The Contractor guarantees the excellence of both workmanship and material, and the payment of all obligations incurred until the Work is finally accepted and for (30) days thereafter, and until the provisions of the Contract Documents are fulfilled.

11.1.10 For the projects under \$35,000.00, Contractor may agree to a 50% Retainage fund in lieu of providing a performance bond. The Retainage fund to be held by the County until work is complete, all paperwork is turned in and state releases signed and returned to County.

ARTICLE 12 WARRANTY

12.1.1 The Contractor shall warranty all labor, materials and work performed for a period of 1 year from date of final completion.

ARTICLE 13 LAW, SUCCESSORS, TESTS

13.1.1 The contract shall be governed by law of the place where project is located.

13.1.2 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.1.3 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.1.4 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except a may be specifically agreed in writing.

13.1.5 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority and shall bear all related costs of tests, inspections and approvals. The contractor shall give the Owner timely notice of when and where tests and inspections are to be made so the Owner may observe such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

13.1.6 If the Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice of when and where tests and inspections are to be made so the Owner may observe such procedures.

13.1.7 If such procedures for testing, inspection or approval reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures.

13.1.8 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner.

ARTICLE 14 TERMINATION

14.1.1 The Owner may terminate the Contract if the Contractor:

1. refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
3. disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction; or
4. otherwise is guilty of substantial breach of a provision of the Contract Documents.

ARTICLE 15 PREVAILING WAGES

15.1.1 **REQUIRED: CONTRACTOR TO FILE STATEMENT OF INTENT TO PAY PREVAILING WAGES AND AFFIDAVIT OF WAGES PAID.** The prevailing rate of wage to be paid to all workmen, laborers, or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries of the State of Washington. The prevailing wage rates for the locality or localities where this Contract will be performed shall be determined by the Industrial Statistician of the Department of Labor and Industries, and are, by reference, made a part of this contract as though fully set forth herein. Current prevailing wage data is furnished by the Industrial Statistician.

15.1.2 **Statement of Intent to Pay Prevailing Wages:** The Contractor, on or before the date of commencement of work, shall complete, file and pay for a statement under oath with the Owner and with the Director of Labor and Industries certifying the rate of hourly wage paid and to be paid each classification of laborers, workmen or mechanics employed upon the work by the Contractor or Subcontractor which shall be not less than the prevailing rate of wage. (State Form LI 700-29), State of Washington, Department of Labor and Industries, "Statement of Intent to Pay Prevailing Wages on Public Contract" form. Such statement and any subsequent statements shall be filed in accordance with the practices and procedures required by the Department of Labor and Industries. Therefore, the Contractor shall familiarize himself with this form and all its requirements. The Owner will not distribute any payments until all required certified copies of such forms are received.

15.1.3 It is the responsibility of the Contractor to require all his Subcontractors to complete and pay for "Statement of Intent to Pay Prevailing Wages" forms, submit these documents to the Department of Labor and Industries for certification and forward certified copies to the Owner as proof that the prevailing wage requirements of RCW 39.12.040 have been satisfied. Additional forms may be obtained from the Department of Labor and Industries, Industrial Relations Division, General Administration Building, Olympia, Washington 98504, and from all 15 service locations of the Department of Labor and Industries.

15.1.4 Each voucher claim submitted by a Contractor for payment on a project estimate shall state that prevailing wages have been paid in accordance with the pre-filed statement or statements of intent on file with the Department of Labor and Industrial Statistician.

15.1.5 The Contractor and Subcontractors shall further certify that:

- a. He has not employed or retained any company or person (other than a full-time bona fide employee working solely for the offer) to solicit or receive this Contract and
- b. He has not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offer) any fee, commission, percentage or brokerage fee contingent upon or resulting from the award of this Contract; and

- c. He has not been asked or otherwise coerced, either expressed or implied, into contributing funds, for any purpose as a condition to doing business with the Owner; and
- d. He agrees to furnish information relating to items 1, 2 and 3 as requested by the contracting officer.

15.1.6 It is further agreed that in case any dispute arises as to what are the prevailing wages for the work of a similar nature and such dispute cannot be adjusted by the parties involved, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State, and his decision therein shall be final, binding and conclusive on all parties involved in the dispute.

15.1.7 Upon completion of a Public Works Project, the Contractor, for himself and on behalf of all Subcontractors, shall file "Affidavit of Wages Paid" forms. Forms properly executed by the Contractor and all Subcontractors shall be submitted with proper payment to: Department of Labor and Industries, Industrial Insurance Division, Underwriting Section, General Administration Building, Olympia, WA 98504. Each "Affidavit of Wages" must be certified by the Industrial Statistician of the Department of Labor and Industries before it is submitted to the Owner. Copies of all required statements must be on file with the Owner before the retained percentage is released.

15.1.8 Upon completion of a Public Works project, the Contractor shall file a "Release for the Protection of Property Owner and General Contractor" form (LI 206-83 release 1-67) with the Department of Labor and Industries. The Owner will not disburse final payment or the Retainage to the Contractor until a release has been issued by the Department of Labor and Industries. Contractor shall pay for all costs of obtaining and filing all Labor and Industries forms.

ARTICLE 16 OFFSHORE ITEMS

16.1.1 In compliance with RCW 39.25, the Contractor shall furnish the Owner a certified statement setting forth the nature and source of Offshore items in excess of \$2,500 which have been utilized under each prime contract in the performance of the work. "Offshore Items" are those items procured from sources beyond the territorial boundaries of the United States including Alaska and Hawaii. This certified statement is mandatory and shall be received before final payment is made on the contract.

ARTICLE 17 PREVENTION OF ENVIRONMENTAL POLLUTION AND PRESERVATION OF PUBLIC NATURAL RESOURCES

17.1.1 Pursuant to Chapter 62, Laws of 1973, 1st Ex. Session, those provisions of federal, state and local statutes, ordinances, and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources that affect, or are affected by, the herein described project are, to the extent they are reasonably obtainable, as follows: RCW 43.21.030; RCW 90.58.140; RCW 90.58.320; and RCW 70.94.152. Conform with the provisions thereof.

ARTICLE 18 DISCRIMINATION

18.1.1 The Contractor, by entering this contract, agrees that Discrimination in all phases of employment is prohibited by Title VII of the Civil Rights Act of 1964, Presidential Executive Order 11375, the Washington State Law Against Discrimination, Chapter 49.60 RCW, and by Gubernatorial Executive Orders 66-1 and 70-01, among other laws and regulations.

18.1.2 During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, age, marital status, or

the presence of any physical, sensory or mental handicap, nor shall the Contractor commit any of the other unfair practices defined in RCW 79.60, the Washington State Law Against Discrimination.

2. The Contractor will, in all solicitations or advertisements for employees, state that all qualified applicants will be considered for employment, without regard to race, creed, color, national origin, sex, sexual orientation, age, marital status, or the presence of any physical, sensory, or mental disability.
3. The Contractor will send to each labor union, employment agency, or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union, employment agency, or workers' representative of the Contractor's commitments under this contract and RCW 49.60, the Washington State Law Against Discrimination.
4. The Contractor will permit access to its books, records and accounts, and to its premises by the Owner or the Washington State Human Rights Commission for the purpose of investigation to ascertain compliance with these specifications.
5. The Contractor will include the provisions of clauses 1. through 4. above in every Subcontract or purchase order, so that such provisions will be upon each Subcontractor or vendor.

ARTICLE 19 COUNTY/CONTRACTOR RELATIONSHIP

19.1.1 In the event that either the state or federal government determines that an employer-employee relationship exists, rather than an independent contractor relationship, such that Clallam County is deemed responsible for federal withholding, social security contributions and the like, the Contractor agrees to reimburse Clallam County for any payments made or required to be made by Clallam County. Should any payments be due to the Contractor pursuant to this agreement, the Contractor agrees that reimbursement may be made by deducting from such future payments a pro rata share of the amount to be reimbursed based upon the following formula:

Total amount to be reimbursed = Deduction from payment / Number of payments remaining

Notwithstanding a determination by the state or federal government that an employer-employee relationship exists, the Contractor, its officers, employees and agents, shall not be entitled to any benefits which Clallam County provides to its employees, including, but not limited to, vacation and medical benefits.

19.1.2 The status of the Contractor hereunder is that of an independent contractor and the Contractor shall not be construed to be an employee of Clallam County. As an independent contractor, the Contractor is not entitled to any benefits available to employees of Clallam County and the Contractor is responsible for withholding any moneys required to be withheld from the Contractor's employees pursuant to local, state, or federal law including, but not limited to, worker's compensation, social security, and taxes.

END OF SECTION 00600

GENERAL REQUIREMENTS

1. SUMMARY OF WORK

- A. Contract Description: The work of this contract includes:

Provide labor, materials, and equipment to remove and replace six ea. Irreparably damaged dock pilings at Lake Pleasant Community Beach County Park, according to provided plans and specifications.

- B. The Contractor is responsible for verifying all systems, assemblies, and details of construction prepared by the Owner or Owner's consultant as being appropriate to and within the standard practices of the building trades involved. The Contractor and all of his subcontractors and sub-subcontractors shall have reviewed all documents thoroughly and shall report any/all discrepancies, irregularities, and items that differ from standard practices during the bidding phase. The Contractor shall be responsible to ensure proper coordination between the Owner and all trades and all the corresponding documentation directing those trades. The Contractor shall also be responsible for confirmation of all manufacturers' instructions and special requirements of the use and application of their products.

2. WORK NOT IN CONTRACT

- A. 'NIC' (Not in Contract) items are as follows:

1. See drawings.

3. CONTRACTOR USE OF PREMISES

- A. The Contractor shall have access only to the areas where the new work is to be executed. The Contractor shall coordinate with the Owner for staging, power outages, Fire Alarm de-commissioning, construction, and parking during construction, which will be limited to the area of Work. Work times and dates shall be scheduled and approved by the Owner prior to start of work.
- B. Given the nature of the day-to-day operations of this facility, it is imperative that all scheduling of work be approved beforehand by Owner.

4. UNIT PRICING

- A. See Bid Forms, Section 00300
- B. Unit Prices: As approved on final Section 00500 Form of Agreement Between Owner and Contractor.

5. ALTERNATES

- A. Alternates quoted on Bid Forms, Section 00300, will be reviewed and accepted or rejected at the Owner's option.
- B. Coordinate related Work as required for a proper installation of all the Work of this Contract.
- C. Alternates: As approved on final Section 00500 Form of Agreement Between Owner and Contractor.

6. COORDINATION

- A. Coordinate scheduling, submittals, trades, and Work of the various sections of specification to ensure efficient and orderly sequence of installation of interdependent construction elements with a minimum of public service disruption.

7. WORKING HOURS

- A. Working hours shall be per the Contractor's set time frame(s).
- B. The Owner has no timeframe requirements, although the Owner must be notified a minimum of 36 hours before any construction work so that proper signage and notification can be given to the public.

8. EXAMINATION

- A. Verify that existing conditions are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

9. PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

10. SUBMITTAL PROCEDURES

- A. Submittal form to identify Project, Contractor, Subcontractor or supplier; and pertinent Contract Document references.
- B. Apply Contractor's stamp, signed or initialed, certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents, prior to submitting the submittal for review by the Owner or Owner's Representative Engineer.
- C. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- D. Revise and submit submittals as required; identify all changes made since previous submittal.
- E. Submit a minimum of three (3) copies.

11. QUALITY ASSURANCE - CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality, or when no level of quality is specified, perform Work as would be standard for a "custom" installation.
- B. Comply with manufacturers' instructions.

- C. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

12. TOLERANCES

- A. Monitor tolerance control of installed Products over suppliers, manufacturers, Products, site conditions, and workmanship, to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply fully with manufacturers' tolerances.

13. REFERENCES

- A. Conform to reference standards applicable for each system, product, or assembly as commonly applied to each trade or discipline for this type of work and level of quality specified or implied, by date of issue current as of date of Contract Documents.
- B. Should specified reference standard conflict with Contract Documents, request clarification from Owner before proceeding.

14. ELECTRICITY

- A. Power is not available. Contractor must provide his/her own electrical generating equipment if/when needed, and provide an approved barrier between power generating equipment and roof membrane.

15. LIGHTING FOR CONSTRUCTION PURPOSES

- A. Lighting is not available. Contractor must provide his/her own electrical generating equipment for lighting if/when needed, and provide an approved barrier between power generating equipment and roof membrane.

16. WATER

- A. Contractor may use existing water as available at facility and in proximity to the project. Any equipment modification required to accommodate the Contractor's needs shall be at the Contractor's cost. Modifications shall only be made with approval of the County and equipment shall be returned to its original condition or better at the conclusion of the work.

17. SANITARY FACILITIES

- A. The Owner shall supply toilet facilities at the site.

18. PROJECT SAFETY

- A. At a minimum, the Contractor shall erect and maintain an orange construction fence, or an alternative acceptable to the Owner, around the entire area of work, and provide temporary closures for protection of adjacent existing conditions, and barriers and signage to protect the public from construction hazards, including any overhead work. Prior to leaving the site in the evening the Contractor shall inspect and insure all fencing and barriers adequately protect the public from the safety hazards created by the work of this project in the Work area.

- B. Contractor shall provide barrier beneath any/all equipment subject to fluid leakage. Any equipment or machinery liquid that leaks on the asphalt shall be cleaned immediately at the Contractors expense.

19. PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification sections.

20. SECURITY

- A. Provide security and facilities to protect Work and Owner's operations from unauthorized entry, vandalism, or theft. There is no on-site security.

21. PROGRESS CLEANING AND WASTE REMOVAL

- A. Collect and maintain areas free of waste materials, debris, and rubbish. Maintain construction area in a clean and orderly condition. Contractor is responsible for all costs involved in waste removal and the site must be cleaned up at the end of each work day.

22. REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials prior to Final Completion review if applicable.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

23. PRODUCTS

- A. Products: means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the work. Products may also include existing materials or components specifically identified for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically identified or allowed by the Contract Documents.
- C. Provide interchangeable components of the same manufacturer for components being replaced and/or added in addition to existing components, e.g. lighting, switches, receptacles, etc.

24. TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

- A. Transport, handle, store, and protect Products in accordance with manufacturer's instructions.

25. CONTRACT CLOSE-OUT PROCEDURES

- A. Submit written certification that the Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with the General Conditions and the Contract Documents and ready for Owner inspection.

- B. Submit final Application for Payment identifying total adjusted Contract Sum/Price previous payments, and amount remaining due.
- C. Complete and submit all required documentation, covered in this Project Manual, and the drawings.
- D. At completion of project the Contractor shall provide three (3) copies of Maintenance & Operation (M&O) manuals which shall be divided by Section and include all major components used in detail, submittals and warranties. Manuals shall be delivered in hard back 3-ring binders with the project name and number on the cover.
- E. Submit Substantial Completion Form – Section 01070.

26. FINAL CLEANING

- A. Execute final cleaning prior to final inspection. Precautions should be made to minimize air-borne dust particles on existing equipment and throughout the office environment.
- B. Thoroughly clean all surfaces exposed to view, and remove waste and surplus materials, rubbish, and construction facilities from the site.

27. TESTING AND ADJUSTING

- A. Perform any/all testing of installed as per Manufacturer's recommendations if applicable.

28. WARRANTIES

- A. Provide triplicate notarized copies.
- B. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers in 3-ring binders with labels. This may be included with Maintenance & Operations (M&O) manuals.
(See 25. D. above)
- B. Submit prior to final application for payment

29. WA STATE L&I PREVAILING WAGE

- A. This project is subject to WA State L&I Prevailing Wage Rates. Certified Payroll will be required.
- B. All required Intents and Affidavits of wages paid must be submitted prior to Owner request from the State for retainage release.

END OF SECTION 01001

PROJECT: **Clallam County Lk. Pleasant
Piling Replacement Project**

Owner/Arch/Eng:
Project Number:

Clallam County
2304PR

TO:

Contractor:

Contract for:

Contract Date:

DATE OF ISSUANCE:

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as _____, 20____, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION:

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Owner/Architect/Engineer when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

A list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Owner/Architect/Engineer is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing.

ARCHITECT/ENGINEER

BY

DATE

The Contractor will complete or correct the Work on the list of items attached hereto within _____ days from the above Date of Substantial Completion

CONTRACTOR

BY

DATE

The Owner accepts the Work, or designated portion thereof, as substantially complete and will assume full possession thereof at _____ p.m. on _____, 20____.

OWNER

BY

DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

Clallam County Parks, Fair & Facilities Department

**Clallam County Parks, Fair &
Facilities Department**

Lake Pleasant Community Beach County Park
Boat Launch Piling Replacements

Date: March 27, 2024 6:30 PM

Project Number: #2304PR

ADDENDUM NUMBER ONE

This addendum is issued for the purposes of addition, clarification, and/or revision to the Drawings and Specifications and now becomes a part of the Contract Documents. Bidders shall notify all sub-bidders of receipt of this Addendum. Only plan holders will be sent addendums.

This Addendum consists of **Twenty-Six (26) pages.**

GENERAL ITEMS

Additional Sections below will be added to the bid package.

Section 01001#2304PR
Section 01070#2304PR
Section 00200#2304PR
Section 00600#2304PR

RESPONSES TO BIDDER QUESTIONS AT WALK-THRU

END OF ADDENDUM #1

**Clallam County Parks, Fair &
Facilities Department**

Lake Pleasant Community Beach County Park
Boat Launch Piling Replacements

Date: April 1, 2024 6:30 PM

Project Number: #2304PR

ADDENDUM NUMBER TWO

This addendum is issued for the purposes of addition, clarification, and/or revision to the Drawings and Specifications and now becomes a part of the Contract Documents. Bidders shall notify all sub-bidders of receipt of this Addendum. Only plan holders will be sent addendums.

This Addendum consists of **Twenty-four (24) pages.**

GENERAL ITEMS

Additional Document(s) below will be added to the bid package.

Hydraulic Project Permit # 2023-6-260+01
Inadvertent Discovery Plan # 22-2063 DAHP # N/A

RESPONSES TO BIDDER QUESTIONS AT WALK-THRU

Per the engineers' calculations, as previously prepared and submitted, pile driving specifications are as follows:

- Required pile penetration is 20 feet below the mud line,
- The pile should be 40 feet long, providing sufficient length for the pile cap to be 10 feet above water. Pile extensions may be welded on in the field to achieve the required height. Excess piles can be field cut as needed.
- Refusal is defined as 1/4-inch per minute vertical progress while being driven.
- Wall Thickness is spelled out in Pile Driving Specifications, Part A General, 1.1 Summary, Part B, a & b. **NOTE:** *the contractor will supply and install six (6) pilings, not five (5), as stated in the specifications.*
- Piling source is not specified as foreign or domestic. All other material specifications (piling and bird caps) are found in Pile Driving Specifications, Part 2- Products, 2.1- General A- C & 2.2 A – D
- Any dock repairs are the responsibility of the owner.
- Upon direction from the WDFW Biologist, if every reasonable action has been taken to remove a piling, it is acceptable to leave portions below the mud line as deeply as possible to ensure the public's safety.

END OF ADDENDUM #2

**Clallam County Parks, Fair &
Facilities Department**

Lake Pleasant Community Beach County Park
Boat Launch Piling Replacements

Date: April 2, 2024 12:00 PM

Project Number: #2304PR

ADDENDUM NUMBER THREE

This addendum is issued for the purposes of addition, clarification, and/or revision to the Drawings and Specifications and now becomes a part of the Contract Documents. Bidders shall notify all sub-bidders of receipt of this Addendum. Only plan holders will be sent addendums.

This Addendum consists of one (1) page.

GENERAL ITEMS

Additional Document(s) below will be added to the bid package.

N/A

RESPONSES TO BIDDER FOLLOW-UP QUESTIONS

1. The specs call for 6.625" pile while the HPA calls for 8" pile. What diameter pile are we to use?
Upon guidance from the WDFW Biologist, utilize a 6.626" pile.
2. In addendum #2 it calls out refusal as "Refusal is defined as 1/4-inch per minute vertical progress while being driven". Is this referring to using a vibratory hammer or an impact hammer, also we need to know what size hammer(s).
According to the HPA Piling Replacement, Item 18, "Vibratory Driver," is preferred. The definition of refusal would most closely apply to that method. The hammer must be sufficiently sized to penetrate the substrate identified in "Pile Driving Specifications" section 1.3 A.
3. 4.2.2 calls for the bid bond to be "written on the required forms." Where are those forms located?
Found in Sections 00200, 00300, 00400
4. Please clarify what documents are to be submitted for the bid submission.
Found in Sections 00200, 00300, 00400

END OF ADDENDUM #3

PILE DRIVING SPECIFICATIONS

PART 1 – GENERAL

1.1 SUMMARY

- A. The work of this Technical Specification consists of furnishing all plant, equipment, labor and materials and performing all operations in connection with fabricating, coating, transporting, handling, storing, and installing steel pipe piles for the boat ramp handling floats at the Clallam County Lake Pleasant Park . It also includes the removal of the existing wooden piling. Piling construction work includes:
- B.
 - a. Supply and install five (5) 6.625 inch outside diameter x 0.280 inch thick galvanized steel pipe piles for anchoring the existing boat launch handling floats.
 - b. Remove the existing five (5) wooden piles.

1.2 APPLICABLE PUBLICATIONS

- A. The publications listed below form a part of this Technical Specification to the extent referenced. The publications are referred to in the text by designation only.

ASTM

A36 Structural Steel

A252 Welded and Seamless Steel Pipe Piles

AWS

“Structural Welding Code – Steel”, AWS D1.1

OSHA

1926.603 Pile driving equipment.

1926.605 Marine Operation and Equipment

1.3 PROJECT SITE CONDITONS

- A. Subsurface Conditions. Existing subsurface conditions at the site consist of a combination of soil layers containing loose to dense gravel with silt and cobbles. The top 3 to 4 feet of soil consist of relatively loose silt and gravel, becoming more dense with increasing depth.
- B. Pile Driving: Use of an impact or vibratory hammer may be used as needed to achieve the pile tip elevation as defined on the Contract Drawings, as governed by the WDFW HPA permit.

1.4 QUALITY ASSURANCE

- A. The Contractor shall facilitate and assist the County in keeping an independent and complete record of each pile driven, noting the rate, type, time, location, and driving record with blow counts or inches per minute for every foot, ,or fraction of foot driven. Facilitation and assistance shall include, but not be limited to, providing visual access to the driving site, and access to Contractor driving records. Data shall be recorded on a "Pile Driving Record Sheet".
- B. Records: The Contractor shall keep a complete and accurate record of each pile driven. Indicate pile location, plumbness, and direction of lean, diameter, original length, mudline elevation, cutoff elevation, penetration in inches per minute for entire driven length, penetration for the pile, total driving time in minutes and seconds for each pile, and hammer data including rate of operation, model, and size, unusual pile behavior, or circumstances experienced during driving, such as re-driving, heaving, weaving, obstructions and unanticipated interruption. Submit copy of "pile diving record Tests", including as-built drawings to the County. Submit a

complete record of all the installed piles to the County. The pile records shall be current, and as-built locations shall be noted on the Public Record Drawings.

- C. Provide skilled workmen at all times who shall be experienced and familiar with construction of pile supported marine structures. Supervisory personnel shall have a minimum of five (5) years' experience with the work performed in this contract.
- D. Welding
 - a. Weld procedure and quality: Welding shall be done in accordance with AWS D1.1, including procedures of repair of defective welds.

1.5 PRODUCT HANDLING

A Protection:

1. Product handling procedures shall be anticipated and accounted for in the Contractor-submitted work plan.
2. Use all means necessary to protect the materials of this Technical Specification before, during and after installation, and to protect the installed work and materials of other trades.
3. Piles in storage or temporary stock pile shall be supported in such a manner that will not impair the alignment of the piles.
4. Piles shall be handled and transported only with acceptable equipment and by qualified personnel.

- C. Replacements: In the event of damage, immediately make all repairs and replacements necessary to comply with the Technical Specifications at no additional cost to the County.
- D. Dents, gouges, or arc strikes in the pling greater than 1/8-inch shall be removed or repaired as required under AWS. Pile deficiencies greater than 1/8-inch will be rejected, and the pile shall be removed from the site and replaced by the vendor at no additional cost to the County.

1.6 SUBMITTALS

A. Action Submittals

1. Mill test reports: Certified copies of mill test reports for structural steel. Piling and appurtenant materials shall be tested and certified by the Manufacturer to meet the specified chemical, mechanical, and section property requirements to delivery to the site.
2. Material certificates: Submit for each shipment of steel pile certificates identified with specific lots prior to installing piling.
3. Shop drawings: shop drawings for steel piles and any associated weldments/hardware prior to fabrication.
4. Procedure for timing and procedure of piling driving relative to float installation shall be submitted to the County in writing for review. Contractor shall coordinate installation requirements.
5. Pile placement plan: submit pile placement plan for review.

PART 2 – PRODUCTS

2.1 GENERAL

- A. All pipe piling shall be new, round pipe and have minimum outside diameter and wall thickness as indicated on the Contract Drawings. Steel pipe piles shall be straight seam ERW welded or seamless pipe and shall conform to the requirements of ASTM A252, Grade 3 ($f_y = 50$ ksi min.), or stronger with chemistry suitable for welding. Spiral; weld pipe shall not be used.
- B. Steel pipe piles shall be galvanized in accordance with ASTM A123.
- C. Welding consumables shall conform to the requirements of the applicable provisions of AWS

2.2 FIBERGLASS PILING CAPS (BIRD CAPS)

- A. Piling caps shall be a heavy duty white conical cap with a cylindrical sleeve to fit over the top of all piles.
- B. The pile cap shall be fiberglass, and the final outer surface shall be smooth and without apparent waves, wrinkles or other surface defects.
- C. The cone taper shall be between 40 and 60 degrees. The wall thickness of all surfaces of the cap shall be 1/8inch minimum.
- D. The piling caps shall be bonded to the pile within approved marine grade adhesive/sealant for use in wet environments, such as 3M Marine 5200.

PART 3 – EXECUTION

3.1 GENERAL

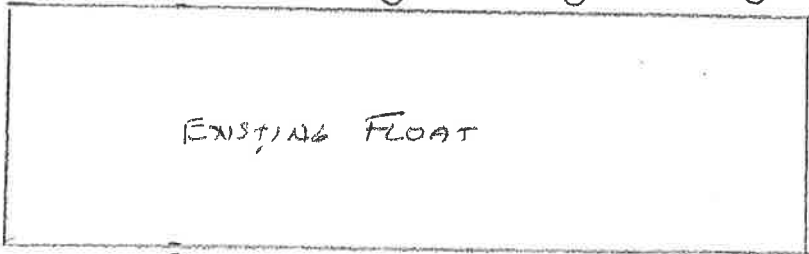
- A. Scheduling of piling installation shall be coordinated with the County.
- B. All pile fabrication and installation operations shall be in accordance with OSHA regulations including 1926.603 Pile Driving equipment and 1926.605 Marine Operations and Equipment.
- C. Preparation: Visually inspect piles when delivered and when in the leads immediately before driving for defects or damage. Repair defects or damage as specified.
- D. Handling: Handle piles so as to protect the piles. Lift steel piles by using appropriate rigging.

3.2 PILE DRIVING

- A. Permit requirements: pile installation shall be conducted in accordance with the County provided regulatory permits, including WDFW HPA permit number 2023-6-260+01.
- B. All piling installation shall be conducted with the County present. The Contractor shall assist the County in monitoring pile driving.
- C. Pile driving shall occur only during daylight hours.
- D. Driving tolerances: Drive steel piles as accurately as possible, and at a minimum shall meet the specified location and angle tolerances, and shall be driven to the minimum tip elevation shown on the Contract Drawings.

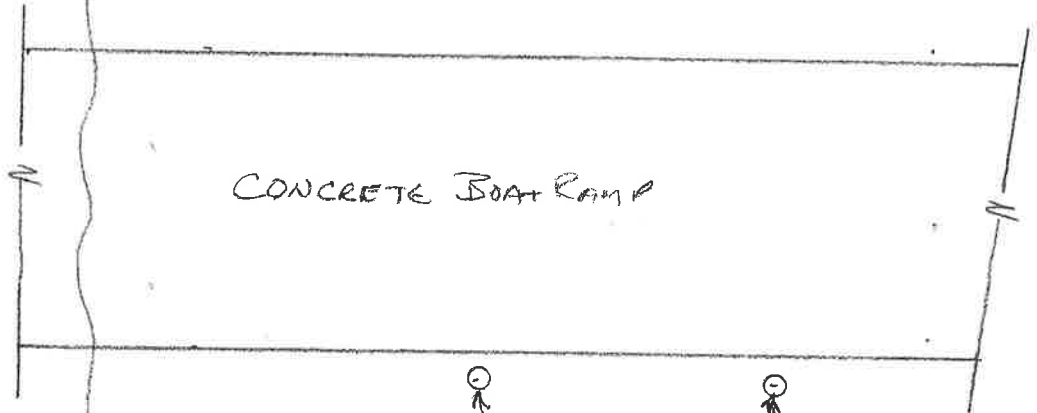


CLALLAM COUNTY LAKE PLEASANT PARK
BOAT LAUNCH APRIL NO. 133035-500118



(E) WOOD PILING TO BE REMOVED
AND REPLACED W/ 6" Ø GALV. STEEL

LAKE PLEASANT



(E) WOOD PILING TO BE REMOVED &
REPLACED W/ 6" Ø GALV. STEEL PILING

SHORELINE





AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

29
APR 23 2024

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date:** April 22, 2024

REGULAR AGENDA ☒ **Meeting Date:** April 30, 2024

Required originals approved and attached? ☐

Will be provided on:

Item summary:

☐ Call for Hearing

☐ Contract/Agreement/MOU - Contract #

☐ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

☒ **Other – Purchase Order**

Documents exempt from public disclosure attached: ☐

Executive summary: Health and Human Services Department has been working with other County Departments to assist in developing an emergency response plan through the Department's Public Health Emergency Plan Response (PHEPR). One of the many emergency equipment requests that have been identified is a mobile generator that will have the capability to run emergency power when power is not available. The mobile generator will be housed at the County Fairgrounds to allow the County to respond with needed support regardless of lack of electrical infrastructure or location needing assistance.

The purchased order attached is for \$54,807. The BOCC is required to approve if the amount exceeds \$50,000. The mobile generator is being paid for through Foundational Public Health Services.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

Budget to be approved April 30, 2024.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Approve purchase order.

County Official signature & print name:  KEVIN LoPiccolo

Names of Relevant Departments/Employees/Stakeholders attending meeting: Elizabeth Waknitz, Don Crawford, and Kevin LoPiccolo

Date submitted: April 17, 2024

* Work Session Meeting - Submit 1 single sided/not stapled copy

** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Purchase Order - Generator

Revised: 3-04-2019

Questions? Call Loni Gores, Clerk of the Board, ext 2256



After signatures acquired, route a copy to the Accountant.



2h
APR 23 2024

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Prosecuting Attorney's Office

WORK SESSION ☒ Meeting Date: 4/22/24

REGULAR AGENDA ☒ Meeting Date: 4/23/24

Required originals approved and attached? ☐ Yes
Will be provided on:

Item summary: ☐ Contract/Agreement/MOU - Contract # 841.24.004

Executive summary: The Prosecuting Attorney's Office is requesting BoCC authorization to enter into a contract with the Law Office of Jeremy Morris, PLLC, that will allow for the ongoing support of the office's appellate function.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐ **Monies to cover the cost of these services will be paid from unspent salary and benefits that have accrued as a result of ongoing attorney vacancies.**

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?) Sign the proposed contract.

County Official signature & print name: Mark Nichols Mark Nichols

Names of Relevant Departments/Employees/Stakeholders attending meeting:

BoCC, Administrator, Finance, Prosecutor

Date submitted: 04/17/24

* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

SPECIAL DEPUTY – APPEALS AGREEMENT

841.24.004

This Agreement is entered into by and between the Clallam County Prosecuting Attorney, hereinafter referred to as the “County,” and The Law Office of Jeremy Morris, PLLC, hereinafter referred to as the “Special Deputy.”

The parties agree as follows:

Section 1. Special Deputy Appointment.

The County will appoint Jeremy A. Morris from The Law Office of Jeremy Morris, PLLC, as a Special Deputy Prosecutor pursuant to RCW 36.27.040 for the purpose of providing representation on appeals originating out of Clallam County, and other appellate work as assigned. The County shall be responsible for filing the Special Deputy Appointment with the Clallam County Auditor’s Office, as required by RCW 36.27.040.

Section 2. Duties of the Special Deputy.

The Special Deputy shall be responsible for the following with respect to appeals:

1. Filing a Notice of Appearance.
2. The preparation and filing of the Appellant and/or Respondent’s Brief, as the case may be, and any necessary motion or response that may arise in the appellate case.
3. Appearing and presenting oral argument at the Court of Appeals, if the Court schedules an oral argument.
4. All services provided by the Special Deputy under this agreement shall be performed in accordance with the Rules of Professional Conduct as well as any applicable statutes regarding the conduct of prosecuting attorneys, deputy prosecutors, or special deputy prosecutors.

Section 3. Duties of the County.

The County shall be responsible for the following with respect to appeals:

1. Providing copies of any reasonably necessary documents from the Prosecutor’s case file or the Superior Court file related to designated appeals.
2. Obtaining and paying for any reasonably necessary additional transcripts if the opposing side has not ordered those transcripts. If the Special Deputy feels that certain additional transcripts are needed, he shall inform the County of this and provide a brief explanation of why the transcripts are necessary and an estimate of their cost.
3. The County shall pay any costs that are billed by an appellate court in this case,

including the copying costs that Appellate Court typically charges when briefs are filed electronically.

4. If the opposing party prevails and is awarded costs as a result, the County shall pay these costs. These costs are outlined in RAP 14.3 and typically include the costs associated with the preparation of transcripts and the briefs as well as filing fees and copying charges that were billed by the appellate court.

Section 4. Compensation.

The County agrees to pay the Special Deputy Four Thousand Three Hundred Dollars (\$4,300.00) per appeal. The parties agree that this rate is subject to adjustment upwards, or downwards, by agreement if one of the appeals ends up being particularly complicated or lengthy, or if it is particularly short.

Furthermore, the scope of work covered by this agreement does not include any Personal Restraint Petitions that may arise out of the same Superior Court case, nor does this agreement cover any Petition for Review in the Washington Supreme Court. Thus, if a Defendant files a PRP or a Petition for Review, the County and the Special Deputy will need to expand the scope of work using the “other appellate work as assigned” option contained within Section 1 of this agreement. In short, this Agreement shall apply only to the actual direct appeal in the Court of Appeals under the appellate cause number outlined above.

Section 5. Indemnification and Insurance.

The County will defend, indemnify, and hold harmless the Special Deputy for services rendered in connection with this agreement, provided the Special Deputy acts within the course and scope of his appointment. The Special Deputy shall maintain a professional liability insurance policy of at least \$500,000.00.

Section 6. County’s Right to Terminate this Agreement.

As the County must maintain the ability to control all aspects of the prosecution of criminal cases, the County may terminate this agreement at any time. If at the time of termination, however, the Special Deputy shall have already begun work on this appeal, the Special Deputy shall be entitled to the full compensation outlined above unless both parties come to a different agreement regarding what shall constitute fair compensation for the work performed prior to termination. Furthermore, the County has the right to revoke the Special Deputy Appointment at any time.

Section 7. Parties’ Rights to Modify this Agreement.

No change, amendment, or modification of any provision of this agreement shall be valid unless set forth in a written instrument and signed by each of the parties.

Section 8. Dispute Resolution, Venue, and Governing Law.

Differences between the parties arising under this agreement shall be brought to the Clallam County Prosecuting Attorney's attention at the earliest possible time in order that such matters may be settled, or other appropriate action promptly taken.

In the event that litigation should arise concerning the construction or interpretation of any terms of this agreement, the venue of such action of litigation shall be in the Clallam County Superior Court of the State of Washington. Moreover, this agreement shall be governed by the laws of the State of Washington.

The rights and remedies of the parties, as set forth in any provision of this agreement are in addition to and do not in any way limit the other rights and remedies afforded to the parties by operation of law.

Section 9. Other Agreements.

The Special Deputy further agrees he will not appear as a criminal defense attorney in any cases in Clallam County, nor will he appear as opposing counsel in any civil cases involving where Clallam County is a named party, nor will he appear as opposing counsel in any other cases where the Clallam County Prosecutor (or a deputy) have appeared as a counsel of record.

The County, however, hereby waives any potential conflict of interest that might arise by the Special Deputy appearing in a criminal or civil case where the State of Washington is a party, so long as that case does occur in Clallam County or involve any actual participation by the Clallam County Prosecutor's Office or its employees.

Section 10. Agreement Not Enforceable by Third Parties.

This Agreement is neither expressly nor impliedly intended for the benefit of any third party and is neither expressly nor impliedly enforceable by any third party.

Section 11. Work Product.

All writings, public records, or other materials prepared by the Special Deputy in connection with the performance of this agreement shall be the property of the County, and upon request by the County shall be sent to the County for retention.

Section 12. Severability.

If any term or condition of this agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications that can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this agreement are declared severable.

Section 13. Waiver.

Waiver of any breach or condition of this agreement shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this agreement shall be held waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

Section 14. Survival.

The provisions of Section 5 and Section 11 shall survive, notwithstanding termination or invalidity of this agreement for any reason.

THE PARTIES hereby indicate their agreement to the terms and conditions set forth hereinabove by their authorized signatures below.

Dated this ____ day of _____, 2024.

Mark Burns Nichols
Clallam County Prosecuting Attorney
223 E. 4th Street, Suite 11
Port Angeles, WA 98362
Phone: (360) 417-2371
Fax: (360) 417-2469

Jeremy Aaron Morris
1102 N. 30th St., Ste. 1
Tacoma, WA 98403
Phone: (253) 503-1102
Fax: (360) 519-3511

Mike French, Chair
Clallam County Board of County Commissioners
223 E. 4th Street, Suite 4
Port Angeles, WA 98362
Phone (360) 417-2233
Fax (360) 417-2493



21

AGENDA ITEM SUMMARY

APR 23 2024

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: BOCC

WORK SESSION ☒ **Meeting Date:** April 22, 2023

REGULAR AGENDA ☒ **Meeting Date:** April 23, 2023

Required originals approved and attached? ☐

Will be provided on:

Item summary:

☐ Call for Hearing

☒ Contract/Agreement/MOU - Contract # 245-24-012

☐ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

Interagency Agreement between DSHS Research & Data Analysis Division and Clallam County on behalf of the NOPRC Recompete Application.

Research to inform the Recompete projects, unfortunately coming in late due to contracting. This will be used as our baseline data and to inform the development of our programs. In the future, if awarded we will continue through the amendment process this contract to get updates so we can compare and measure our progress.

Funding for this initial agreement is funding by the Secure Federal Funding Initiative (SFFI) grant received from the Washington State Department of Commerce.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

None – Has already been budgeted.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Staff recommends the approval of this ILA.

County Official signature & print name:

ANGI KLAHN
Todd Mielke

Names of Relevant Departments/Employees/Stakeholders attending meeting:

Recompete – Angi Klahn

Date submitted: 4/17/2024

* Work Session Meeting - Submit 1 single sided/not stapled copy

** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Agenda Item Summary DSHS 4-23-2024

Revised: 3-04-2019

Questions? Call Loni Gores, Clerk of the Board, ext 2256

**Interagency Agreement
Between
DSHS Research and Data Analysis Division
and
Clallam County Commissioners' Office**

THIS AGREEMENT is made by and entered into between the **WASHINGTON DEPARTMENT OF SOCIAL AND HEALTH SERVICES, RESEARCH AND DATA ANALYSIS DIVISION** (hereafter, "**DSHS-RDA**") and the **CLALLAM COUNTY COMMISSIONERS' OFFICE ON BEHALF OF NORTH OLYMPIC PENINSULAR RECOMPETE COALITION** (hereafter, "**NOPRC**") under the authority of chapter 40.20 RCW. DSHS-RDA and NOPRC may be referred to herein by name or individual, as a "**Party**" and collectively, as the "**Parties**."

RECITALS

- A. Clallam County Commissioners' Office through NOPRC, is the state agency responsible for executing U.S. Department of Commerce, Economic Development Administration grant # ED24OIE0G0085. NOPRC will use the Strategy Development Funding to research the Prime Age Employment Gap (PAEG) in Clallam and Jefferson counties. The PAEG population is identified as residents of the two counties ages 25-54. The research aims to identify the barriers to employment that prevent PAEGs' full participation in the labor force and how those barriers may be addressed.
- B. DSHS-RDA, through its Integrated Client Data Repository ("ICDR"), possesses information on PAEG clients accessing state services and benefits that could assist NOPRC in this research. NOPRC is requesting regional and statewide summary-level statistics containing information on individuals ages 18 to 54 who received state or federally funded cash, food, and/or medical assistance from DSHS-RDA.
- C. The Parties desire to enter into this Agreement to set forth the terms and conditions under which DSHS-RDA will perform services to support NOPRC, as set forth in detail in the Statement of Work attached hereto as Exhibit A and fully incorporated herein by this reference.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, the Parties agree as follows:

- 1. **Definitions.** The words and phrases listed below, as used in this Agreement, shall each have the following definitions:
 - A. "**Amendment**" means a written change to the Agreement modifying, deleting, or adding to the terms and conditions or Scope of Work, signed by the Parties.
 - B. "**Authorized User**" means employees, agents, representatives or officials of either Party with an authorized business need to access Data under this Agreement.
 - C. "**CCLS Chief**" means the manager, or successor, of Central Contracts and Legal Services or successor section or office.

- D. **“Confidential Information”** means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
- E. **“Agreement”** means the entire written agreement between NOPRC and DSHS-RDA, including any Exhibits, documents, or materials incorporated by reference. The Parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- F. **“Data”** means information, including information exempt from disclosure pursuant to Chapter 42.56 RCW or other federal or state laws, or personally identifiable information (PII) that is disclosed or exchanged between the Parties pursuant to this Agreement.
- G. **“Day”** means calendar day.
- H. **“Encrypt”** means to encode Confidential Information into a format that can only be read by those possessing a “key;” a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
- I. **“Person”** includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.
- J. **“Personal Information”** means information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- K. **“Privacy Laws”** means all applicable laws governing the use or disclosure of information about individuals which is or can be used to identify individuals. Applicable privacy laws include, but are not limited to, the federal Health Insurance Portability and Accountability Act of 1996, as amended, including its implementing regulations (“HIPAA”), and various state and local laws that affect the use or disclosure of such information.
- L. **“Protected Data”** means individually identifiable information within the meaning of the Privacy Laws of the jurisdiction in which research is conducted and any other jurisdictions which may govern the use or disclosure of the Data.
- M. **“RCW”** means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://apps.leg.wa.gov/rcw/>.
- N. **“Regulation”** means any federal, state, or local regulation, rule, or ordinance.
- O. **“Secured Area”** means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.

- P. **“Trusted Systems”** include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service (“USPS”) first class mail, or USPS delivery services that include tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
- Q. **“Use”** means the sharing, viewing, analyzing, utilization, or examination of Data.
- R. **“Work”** means everything to be provided and done for the fulfillment of the Agreement and shall include services, goods, and supplies specified under this Agreement, including any Amendment.
2. **Term.** This Agreement shall be effective [DATE] and shall expire June 30, 2024, unless extended by mutual agreement of the Parties, or terminated earlier pursuant to the terms and conditions of this Agreement.
 3. **Amendments.** This Agreement may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.
 4. **Notices.** Unless otherwise specified in the Agreement, all notices or documentation required or provided pursuant to this Agreement shall be in writing and shall be deemed duly given when received at the addresses first set forth below via certified or registered first class mail, return receipt requested, personal delivery or electronic mail (“Email”).

NOPRC-Clallam County	RDA
Angi Klahn BOCC Analyst	Barb Lucenko, PhD Assistant Director, Research and Data Analysis Division
Clallam County Commissioner’s Office Clallam County	Facilities, Finance & Analytics Administration, Washington State Department of Social & Health Services
223 E 4 th Street, Ste 4	P.O. Box 45811
Port Angeles, WA 98362	Olympia, WA 98504-5811
(360)41-2235	(360) 902-0890
Angi.klahn@clallamcountywa.gov	lucenba@dshs.wa.gov

5. **E-Signature and Records.** An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
6. **Assignment.** Neither Party shall assign any interest, obligation or benefit under this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other Party.
7. **Warranty.** DSHS-RDA represents and warrants that the Work in all material respects conforms to the requirements of this Agreement. DSHS-RDA further warrants that qualified personnel shall perform the Work in a timely and professional manner and in compliance with all applicable laws. The representations and warranties included in this paragraph 7 will survive the termination or expiration of this Agreement.
8. **Public Disclosure**
 - A. If DSHS-RDA receives a public records request under Chapter 42.56 RCW for any records containing Data pursuant to this Agreement, DSHS-RDA agrees to notify NOPRC within two (2) business days and to follow the procedure set forth in this section B before producing any records.
 - B. RDA must provide a copy of the records with proposed redactions to the County when they are available and ready. NOPRC will respond within five (5) business days of receipt of the redacted records to identify concerns with disclosure of the records, propose any changes to DSHS-RDA's redactions, or request more time if needed. If DSHS-RDA disagrees with any of NOPRC's concerns or proposed changes, DSHS-RDA must notify the County of that disagreement and provide NOPRC with a minimum of ten (10) business days to obtain a restraining order or injunction under RCW 42.56.540 before disclosing any records.
9. **Governing Law and Venue.** This Agreement shall be governed by and construed according to the laws of the State of Washington. Any claim or suit between the parties arising out of this Agreement may only be filed and prosecuted in Thurston County Superior Court or U.S. District for the Western District of Washington, in Seattle.
10. **Independent Status.** In the performance of this Agreement, the Parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The Parties intend that an independent relationship shall be created by this Agreement.
11. **Retention of Records.** The Parties shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either Party and other activities relating to performance of the Work described herein. These records shall be subject to inspection, review, or audit by personnel of each Party, other personnel duly authorized by either Party and the Office of the State Auditor. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after expiration of said Agreement, and the Office of the State Auditor and

any persons duly authorized by the Parties shall have full access and the right to examine any of these materials during this period.

Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

12. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted to be effective and valid under applicable law. If any term or condition of this Agreement is held invalid by any court, the remainder of the Agreement remains valid and in full force and effect.
13. **Survivability.** The terms and conditions contained in this Agreement or any Pilot Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Confidentiality, Disputes, Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Termination for Default, Termination Procedure, and Treatment of Property.
14. **Non-Waiver of Breach.** No action or failure to act by either Party shall constitute a waiver of any right or duty afforded to the Party under this Agreement except as may be specifically stated in writing by an authorized representative of the Party. Only the CCLS Chief or designee has the authority to waive any term or condition of this Agreement on behalf of DSHS.
15. **Disputes.** If a dispute arises out of or relates to this Agreement, or the breach thereof, the Parties agree to meet and confer in good faith to resolve the dispute. If the negotiation attempts do not result in a resolution of the dispute, the Parties may, upon mutual agreement, endeavor to settle the dispute by mediation prior to commencing litigation. The costs of mediation shall be split equally between the Parties. During the course of the dispute resolution efforts, the Parties agree to continue to diligently perform their respective responsibilities under this Agreement.
16. **Hold Harmless.**
 - A. Each Party agrees to hold harmless the other Party, its officers, agents, and employees, from any and all suits, claims, actions, losses, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the Work, except to the extent that such suits, claims, actions, losses, penalties or damages arise out of, or result from the other Party's own negligent acts or omissions, strict liability, or willful misconduct.
 - B. Each Party by mutual negotiation, agrees to waive its immunity as it relates to the other Party, under any industrial insurance act, Title 51 RCW, other Worker's Compensation act, disability benefit act, or other applicable employee benefit act to the extent it is required to indemnify, defend, and hold harmless the other Party and its agencies, officials, agents, or employees.
17. **Termination.**
 - A. *Default.* If for any cause, either party fails to fulfill its obligations under this Agreement

in a timely and proper manner, or if either party violates any of the terms and conditions contained in this Agreement, then the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given fifteen (15) Days to correct the violation or failure. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party to the other party. NOPRC will only pay for Work satisfactorily performed, less any damages to NOPRC caused by or arising from such default.

- B. *Convenience.* NOPRC may terminate this Agreement for any other reason by providing thirty (30) Days' written notice to DSHS-RDA. NOPRC will only be liable for payment in accordance with the terms of this Agreement for Work satisfactorily performed prior to the effective date of termination.

18. Force Majeure.

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, epidemics or pandemics, causing the inability to perform the requirements of this Agreement. If any Party is rendered unable, wholly or in part, by a force majeure event to perform or comply with any obligation or condition of this Agreement, upon giving notice and reasonably full particulars to the other Party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations.

19. Authority

Each of the signatories below represents that they have the authority to execute this Agreement on behalf of the Party for which they sign.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates shown below.

NOPRC – Clallam County

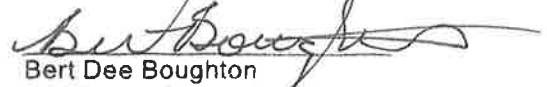
By: _____

Name: Mike French

As Its: Chair of the Board

Date: _____

Approved as to form only by


Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

**DEPARTMENT OF SOCIAL AND HEALTH SERVICES RESEARCH AND DATA
ANALYSIS DIVISION**

By: _____

Name: _____

As Its: _____

Date: _____

EXHIBIT A

Scope of Work

1. This Statement of Work (SOW) is hereby incorporated into and made a part of the Interlocal Agreement for Consulting Services between NOPRC and DSHS-RDA. This SOW governs the creation and transmission of one (1) data extract containing summary statistics on PAEGs accessing cash, food, and medical assistance in both Jefferson and Clallam Counties and Washington State, to be delivered to NOPRC no later than April 22nd, 2024. This information will be used to: 1) support development of a Phase 2 proposal for the U.S. Economic Development Administration's Distressed Area Recompete Program ("Recompete"); 2) guide the design of a navigator and outreach program to transition prime aged people 25 to 54 into the labor force people; and 3) inform the development of workforce training programs that will meet the needs of industry employers. Data extracts provided to NOPRC and its representatives by DSHS-RDA will not be re-disclosed for purposes outside of those specified here without first notifying DSHS-RDA.

All Work performed pursuant to this Agreement shall be provided for a sum not to exceed \$10,000 in fees without the prior written approval of NOPRC.

2. **Overview and Purpose:** Economic literature indicates that regions with a labor force participation rate for prime age adults below the national average is a cause of persistent poverty. The objective of Recompete is to develop strategies to transition prime aged people 25 to 54 to the labor force where they find employment at good wages to close the Prime Age Employment Gap (PAEG). PAEG individuals are geographically distributed broadly over the North Olympic Peninsula (NOP) consisting of Clallam and Jefferson Counties, ranging from remote Tribal lands to the cities of Port Angeles, Sequim, Port Townsend, and Forks. NOPRC is conducting research on the PAEG population to design programs to address labor force participation barriers and place PAEGs into "Good Jobs," thus reducing persistent poverty and promoting regional prosperity. The NOPRC is requesting DSHS-RDA to assist with compiling data from various sources to provide regional and statewide information about people ages 18 to 54 receiving public cash, food, and medical assistance.
3. DSHS-RDA is interested in providing services to support NOPRC's Phase 2 Recompete application using data available in DSHS-RDA's Integrated Client Data Repository (ICDR). The purpose of this Agreement is to lay out the services RDA will provide towards achieving NOPRC's goals.
4. **Scope of Work:** RDA will provide the following services:
 - A. Consulting services to assist NOPRC and its research partners in identifying ICDR data for measures of interest.
 - B. Technical assistance in determining the scope of data sample that would be provided by King County to RDA.
 - C. RDA will provide a series of tables that provide summary information for the

following subpopulations:

- (1) Supplementary Nutrition Assistance Program/State Food Assistance Program (collectively referred to as “Basic Food”) beneficiaries;
- (2) Temporary Assistance for Needy Families/State Family Assistance clients;
- (3) Title XIX and Title XXI Medicaid clients;
- (4) Individuals ages:
 - a) 18 to 24;
 - b) 25 to 34;
 - c) 35 to 44;
 - d) 45 to 54;
- (5) Those with any indication of employment as recorded in the Employment Security Department’s (ESD) Wages and Hours file in state fiscal year (SFY) 2023; and
- (6) Those with no employment recorded in the aforementioned file in SFY 2023.

These tables will be replicated for Clallam and Jefferson Counties and Washington State and will include: demographic information; barriers to employment; and recent employment history. All information provided by DSHS-RDA to NOPRC will be presented in the form of summary statistics, and all summary information will be suppressed in accordance with state and federal guidelines. A template containing all agreed upon measures is provided as an attachment to this Agreement in Exhibit B.

5. Location of Work:

Department of Social and Health Services
Research and Data Analysis Division (RDA)
14th & Jefferson St
PO Box 45204
Olympia, WA 98504-5204

- 6. Type of Agreement /Payment Schedule:** RDA will invoice NOPRC upon completion of the project.
- 7. Fees:** Prior to payment, RDA will provide NOPRC with a detailed and itemized statement setting forth the Work performed and expenses incurred in connection with this Agreement. RDA shall not invoice more than once monthly and invoices shall be submitted by the 15th calendar day of the month. RDA’s statements shall be sent to the NOPRC point of contact listed in this Agreement. All invoices shall be due and payable within thirty (30) Days of NOPRC’s receipt thereof.



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

3a
APR 23 2024
APR 23 2024

Department: Parks, Fair, and Facilities

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** 04.23.2024

Required originals approved and attached? ☐
Will be provided on:

Item summary:

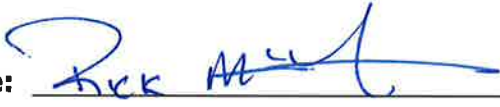
- | | | |
|---|--|---|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: Bid opening for Fairgrounds Art Barn Roof Replacement.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

Recommended action: Parks, Fair, and Facilities recommends the opening and referring all bids to the Parks, Fair, and Facilities Department.

County Official signature & print name:  Rick McFarlen

Name of Employee/Stakeholder attending meeting: Rick McFarlen.

Relevant Departments: Parks, Fair, and Facilities

Date submitted: 03.25.2024

* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

CLALLAM COUNTY PARKS, FAIR & FACILITIES DEPARTMENT
NOTICE OF CALL FOR BIDS

APR 02 2024

SEALED BIDS will be received by the Board of Clallam County Commissioners 223 East Fourth Street, Room 150, Port Angeles, Washington until **10:00 a.m. on Tuesday, April 23rd, 2024**, for:

CLALLAM COUNTY
-ART BARN ROOF REPLACEMENT-

Complete drawings and specifications may be obtained from Clallam County Parks, Fair & Facilities, Department 223 East Forth Street Suite 7, located in the basement of the courthouse. All bidding and related questions shall be directed to Rick McFarlen, Clallam County Parks, Fair & Facilities. Phone: 360.417.2302 Email: rick.mcfarlen@clallamcountywa.gov

The sealed bids must be clearly marked on the outside of the envelope, "**BID PROPOSAL – CLALLAM COUNTY – ART BARN ROOF REPLACEMENT**". Address bid proposal to: Board of Clallam County Commissioners, 223 East 4th Street, Suite 4, Port Angeles, Washington 98362 or hand-deliver to 223 East 4th Street, Room 150, Port Angeles, Washington. Bid documents received late by the Commissioners' Office, delivered to other offices, received by fax or email or by any other means will not be considered. **Late bids will be returned unopened.**

Note: All Bids shall include a 5% Bid Bond on a form approved by Clallam County.

Clallam County hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined in Title VI of the Civil Rights Act of 1964 at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Clallam County will determine the lowest responsible bidder in accordance with the terms of Clallam County Code Section 3.12.070 and reserves the right to reject any or all bids and to waive minor informalities in the process or to accept the bid, which in its estimation best serves the interests of Clallam County.

Bidders on Washington State Dept. of Labor & Industries or federal debarment list are prohibited from bidding on this project.

Construction Timeframe: 120 Calendar Days from Agreement Approval

A pre-bid walk-through will be conducted on Tuesday, April 16th, 2024 @ 2:00 PM. All interested bidders are to meet at the project site, located at Clallam County Fairgrounds 1608 West 16th Street, Port Angeles, WA. This will be the only opportunity for bidders to review the as-built conditions. Owner and/or the Owners representative will be on site throughout the afternoon to answer questions and provide access for bidders. A bidder's absence will be considered as part of the Bidder responsibility criteria as set forth in the Specifications and Contract Documents.

APPROVED this 2 day of April 2024.

**BOARD OF CLALLAM COUNTY
COMMISSIONERS:**

Mike French
Mike French, Chair
Randy Johnson Vice-

Publish: **April 5th, and April 12th, 2024 (PDN)**

ATTEST:

Loni Gores
Loni Gores, Clerk of the Board



Bill; Parks, Fair & Facilities Department.



4a

AGENDA ITEM SUMMARY

APR 23 2024

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Human Resources | Risk Management

WORK SESSION ☒ **Meeting Date: 4/15/2024**

REGULAR AGENDA ☒ **Meeting Date: 4/23/2024**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

- | | | |
|--|--|--------------------------------------|
| ☒ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Clallam County has retained Multnomah Group, an independent retirement plan consulting firm to assist in reviewing the service providers to the 401 (a) and 457 (b) Plans. As part of that service Multnomah Group recommends the County complete a request for proposal (RFP) process for the recordkeeping and administrative services to the plans.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

Funding for the Clallam County deferred compensation program is included in the 2024 budget and carries no additional budgetary impact.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Review RFP Brief and request a call for hearing to accept Request for Proposals – DC Recordkeeping 2024 RFP Proposal.

County Official signature & print name: Tom Reyes Tom Reyes

Names of Relevant Departments/Employees/Stakeholders attending meeting:

Hailey Fields, Principal, Consultant – Multnomah Group, Inc., Tom Reyes, Tammy Sullenger

Date submitted: 4/09/2024

* Work Session Meeting - Submit 1 single sided/not stapled copy

Agenda Item Summary - RFP Deferred Compensation

** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Revised: 3-04-2019

REQUEST FOR PROPOSALS/QUALIFICATIONS

Clallam County is soliciting proposals from interested parties to provide Deferred Compensation 401 (a) and 457 (b) services to Clallam County.

Sealed proposals must be clearly marked on the outside of the envelope, "**RFP – DC Recordkeeping 2024 RFP Proposal.**" Address proposal to: Board of Clallam County Commissioners, 223 East 4th Street, Suite 4, Port Angeles, Washington 98362 or hand-deliver to 223 East 4th Street, Room 150, Port Angeles, Washington. **Proposals MUST be received by 10:00 am, Tuesday, May 14th, 2024, whether by mail or hand delivery.** Documents delivered to other offices and received late by the Commissioners' Office will not be considered nor will ones received by facsimile or e-mail. Submittals made in an incorrect format will not be considered. All proposals received by the deadline will be opened publicly and acknowledged at the Board of Clallam County Commissioners' regular meeting.

An informational packet on preparing a proposal may be obtained Monday through Friday, 8 a.m. to 4:30 p.m., from Tammy Sullenger, 223 E 4th Street, Suite 16, Port Angeles, WA 98362, 360.417.2402 or tammy.sullenger@clallamcountywa.gov. Questions regarding this project may be directed to Hailey Fields at Multnomah Group, hailey.fields@multnomahgroup.com or 971.407.4450.

Clallam County hereby notifies all that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined in Title VI of the Civil Rights Act of 1964 at 49 CFR Part 23 will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

PASSED THIS 23rd day of April 2024

ATTEST:

BOARD OF CLALLAM COUNTY COMMISSIONERS

Loni Gores, MMC, Clerk of the Board

Mike French, Chair

c: Department
Tickle

Publish: April 26 & May 3
Bill: Human Resources | Risk Management

Recordkeeping Request for Proposal Process

Multnomah Group, an independent retirement plan consulting firm headquartered in Portland, Oregon, has been retained to assist Clallam County in reviewing the service providers to the 401(a) and 457(b) Plans. As part of that service Multnomah Group recommends the County complete a request for proposal (RFP) process for the recordkeeping and administrative services to the plans.

Currently, assets for the 401(a) Plan are recordkept by MissionSquare

Assets for the 457(b) Plan are recordkept by MissionSquare, Nationwide, and Empower.

As part of the RFP, the County will review services and fees for recordkeeping and administration and consider whether consolidation to a single provider may improve services. The proposals will be scored on:

- Organizational strength and experience
- Systems and security
- Plan sponsor services
- Participant services
- Implementation
- Fees

Top respondents will be interviewed, and a final selection for ongoing recordkeeping will be made.



111 SW 5th Avenue, Suite 4000
Portland, Oregon 97204
T: (888) 559-0159
F: (971) 269-0154
multnomahgroup.com

Multnomah Group is a registered investment adviser, registered with the Securities and Exchange Commission. Any information contained herein or on Multnomah Group's website is provided for educational purposes only and does not intend to make an offer or solicitation for the sale or purchase of any specific securities, investments, or investment strategies. Investments involve risk and, unless otherwise stated, are not guaranteed. Multnomah Group does not provide legal or tax advice.

Request for Proposal

Clallam County

Clallam County 457(b) Plan

Clallam County 401(a) Plan

Defined Contribution Recordkeeping Services

Introduction

Background

This Request for Proposal (RFP) is being issued to gather information to assess the current marketplace and evaluate selected providers of recordkeeping services.

The objective of this RFP is to ensure:

- A dedicated and proactive service team who can maintain or improve plan operational efficiencies and catch and resolve issues quickly;
- Robust and easy-to-use participant and plan sponsor websites, including state-of-the-art educational materials, savings analysis, and plan data reporting tools;
- An effective employee communication and education program that delivers customized, tailored communications to participants based on their demographics and level of sophistication; and,
- Open-architecture investment platform.

Overview of Sponsor

Clallam County is located on the Olympic Peninsula in the state of Washington. Port Angeles is the largest city in the county and serves as the county seat. The Clallam County 457(b) and 401(a) plans were created for the benefit of the employees of the county.

About this RFP

The schedule for the RFP is as follows:

RFP Issued	April 23, 2024
Responses Due	May 14, 2024
Announce Decision on Next Steps	May 28, 2024
Finalist Presentations	June 2024
Announce Decision	June 2024
Begin Transition	June 2024
Target Conversion Conclusion	Fall 2024

The above timeline is subject to revision. Additional information will be forthcoming, including location (in-person or virtual) and confirmation of scheduled dates.

Multnomah Group, an independent retirement plan advisor, has been retained to assist in this search.

Sealed proposals must be clearly marked on the outside of the envelope "DC Recordkeeping 2024 RFP Proposal." The address for submitting proposals by US Mail is:

Board of Clallam County Commissioners
223 E 4th Street, Suite 4
Port Angeles, WA 98362

Proposals may also be hand-delivered to:

223 E 4th Street
Room 150 (County Commissioner's Office)
Port Angeles, WA

Proposals must be delivered by 10:00 AM Tuesday, May 14, 2024, whether by mail or hand delivery. Submittals made in an incorrect format or received late will not be considered. Proposals will be opened publicly and acknowledged at the Board of Clallam County Commissioner's meeting on Tuesday, May 14, 2024.

Electronic copies of the proposals must also be sent to Multnomah Group at VendorServices@multnomahgroup.com

Scoring Criteria

Evaluation of providers will be based on a review of the following criteria:

- Organizational Overview
- Systems and Security
- Plan Sponsor Services
- Participant Services
- Implementation
- Fees for the services requested

Additional documentation provided with this RFP includes:

- Plan Documents
- Asset Statements

Plan Sponsor, Provider, and Payroll Information

General	
Employer	Clallam County
Legal plan names	Clallam County 457(b) Clallam County 401(a)
Location	223 East 4 th St, Port Angeles, WA 98362
Eligible Participants 457(b) & 401(a)	397
Service Providers	
Current recordkeeper	Empower, MissionSquare, Nationwide
Investment consultant	Multnomah Group
Managed Account Provider	MissionSquare, Nationwide

Plan Summaries

Clallam County 457(b)	
Total Plan Assets	\$20 Million
Eligible Participants	397
Estimated annual contributions	\$940,000
Estimated annual distributions	\$2.2 Million

Clallam County 401(a)	
Total Plan Assets	\$12.5 Million
Eligible Participants	397
Estimated annual contributions	\$1,125,000
Estimated annual distributions	\$1,160,000

Plans by Recordkeeper

457(b) - Empower	
Plan Assets (9/30/2023)	\$9 Million
Total number of participants with account balances	104
Active participants	41
Estimate annual contributions	\$270,000
Estimated annual distributions	\$1,000,000
457(b) - MissionSquare	
Plan Assets (9/30/2023)	\$9 Million
Total number of participants with account balances	267
Active participants	170
Estimate annual contributions	\$600,000
Estimated annual distributions	\$450,000
Managed Account Assets	\$1,247,040
457(b) - Nationwide	
Plan Assets (9/30/2023)	\$2 Million
Total number of participants with account balances	58
Active participants	36
Estimate annual contributions	\$70,000
Estimated annual distributions	\$750,000
Managed Account Assets	\$259,937
401(a) - MissionSquare	
Plan Assets (9/30/2023)	\$12.5 Million
Total number of participants with account balances	584
Active participants	367
Estimate annual contributions	\$1,125,000
Estimated annual distributions	\$1,160,000
Managed Account Assets	\$1,656,328

Requirements

Plan sponsor has the following expectations for the successful respondent.

Experience

1. Experience providing recordkeeping and administrative services to governmental 457(b) and 401(a) plans for at least 5 years

Employee Communication

1. Commitment to provide at least 2 days of onsite education days to participants with the ability to provide additional dates, onsite and virtually upon plan sponsor request.

Service Agreement

1. Standard of Care
 - a. Recordkeeping agreement should set forth a standard of care for non-fiduciary services that meets or exceeds industry standards
 - b. Recordkeeper will comply with all applicable laws regarding the services and maintain any registrations required of the recordkeeper
2. Limitations of Liability / Indemnities
 - a. No dollar amount for limitation of liability
 - b. Indemnity from third party claims applies in the event of recordkeeper's breach of agreement, negligence, gross negligence, or willful misconduct
 - c. Recordkeeper provides a full indemnity to IP infringement claims relating to recordkeeper's services
3. Cybersecurity / Data Protection
 - a. Prompt notification will be provided of any security incident involving the plan (in no event later than 72 hours) and recordkeeper will provide appropriate remediation for any cybersecurity incident, such as credit monitoring services at its own costs
 - b. Vendors hired by recordkeeper are subject to the same cybersecurity/data protection standards as the recordkeeper
 - c. Participant data will not be sold or used for non-plan purposes (e.g., cross-selling) except to the extent specifically authorized by the agreement or by the employer
 - d. Representation that recordkeeper is fully compliant with US Department of Labor cybersecurity guidance
4. Error Correction
 - a. Recordkeeper will take appropriate steps to correct any errors relating to services in accordance with any applicable IRS, DOL, and State of Washington rules
 - b. Recordkeeper will notify plan sponsor of any errors that may result in a qualification failure or prohibited transaction and consult with the plan sponsor on correction
5. Termination
 - a. Termination upon 180 days' notice by recordkeeper
 - b. Recordkeeper will provide agreed upon services to transition to successor recordkeeper upon termination of the agreement
6. Notification of Legal Proceedings and Investigations
 - a. Recordkeeper will notify plan sponsor of any litigation or non-routine governmental investigations that may affect the services
7. Fees
 - a. Any indirect compensation received by Recordkeeper will be credited back to the plan.

Questions

1. General

- a. Provide the contact information for follow-up questions related to this RFP
- b. Are there elements of the sponsor requirements that you are unable to accommodate?
- c. Please provide a draft service agreement incorporating the Service Agreement Requirements

2. Organizational Overview

- a. Describe your experience providing defined contribution recordkeeping to plans of a similar type and size.
- b. How many governmental 457(b) plans do you currently recordkeep?
- c. How many governmental 401(a) plans do you currently recordkeep?
- d. Are there any limitations on the investment products that the sponsor may elect to include in their investment array? If so, what are they.
- e. Provide a sample Service Level Agreement with your typical standards. Is the SLA customizable?
- f. What makes your firm a good fit for this engagement?
- g. Will you use any personal data for any purposes other than as needed for administering the plan(s)? This includes both internal as well as external.
- h. Describe your experience with governmental plans in Washington.

3. Systems

- a. Can your system support all of the plan operation provisions outlined in the documents? If no, please detail which provisions we would need to amend to accommodate your capabilities.
- b. Can you accommodate our current payroll provider, data systems, and processes in place? Please note areas where you may not be able to accommodate current operation as well as any areas where your capabilities may improve our efficiency.
- c. Do you have a current SOC-2 Type 2 report? If so, detail any exemptions that were identified (even if the overall result was unqualified).
 - i. Is the SOC-2 Type 2 available for sponsor review? If so, under what requirements?

4. Plan Sponsor Support

- a. Client service team:
 - i. Describe how the client service team will be structured for this engagement.
 - ii. Will the client service team be dedicated or pooled?
 - iii. Provide a brief biography for the core team, including role on the service team, role in the firm, industry experience, firm experience, location, and other relevant experience and current and at-capacity caseloads for each member
- b. Would you suggest any amendments to the plan to improve operational efficiency or plan sponsor experience?

- c. Describe your change management process for investment changes.
- d. Describe your change management process for plan design changes.
- e. What potential solutions do you offer that could allow for the de-conversion of assets from the current stable value options without a loss of principal by participants?
- f. Do you have an investment product you would recommend for participants looking to preserve principal? Please provide details on that product including the current crediting rate.

5. Participant Support

- a. Describe the package of communication materials included in the base recordkeeping fee.
- b. Describe your suggested approach to participant education for this engagement.
- c. Are both group and individual participant meetings provided? If yes, are they offered in-person, virtual, or both?
- d. Describe your experience working with participants who may have retirement benefits from a state pension program.
- e. Describe a communication plan for participants who may have assets that transfer at the end of a put rather than upon implementation.

6. Implementation¹

- a. Provide a sample implementation plan, identifying the impact to plan participants. Include in your implementation plan:
 - i. A description of the resources provided by your staff and the time expectations from the client during different phases
 - ii. Potential payroll or HRIS programming resources client may need to experience the most efficient interface with your recordkeeping platform
 - iii. When would payroll and HRIS test data be required to meet the timeline
- b. How many transitions has your organization and team completed from our incumbent providers in the prior 24 months.
- c. Describe your approach to reviewing the plan at the time of conversion for compliance with both the plan document and operational processes.
- d. Provide a brief biography for the implementation team, including role on the team, role in the firm, industry experience, firm experience, location, and other relevant experience and current and at-capacity caseloads for each member

¹ Implementation assumes all plans transition to a single provider. Incumbents, please note where your responses differ for a consolidation rather than a new plan implementation.

Sample Logins

Please provide demonstration logins for the following systems.

	Plan Sponsor Web	Participant Web	Mobile
Web address:			
Username			
Password			
Expiration			

References

Provide a list of 3 clients that demonstrate your experience with clients similar to this engagement. Ideally, the reference clients would include a client with a similar service team, a client of similar size, and a client converted in the last 24 months. References will only be contacted in the event that the respondent has been selected for interview in this engagement.

Name			
Industry			
Year Acquired			
Asset Size			
Total Participants			
Characteristics Similar to this Engagement			

Recordkeeping Fees

1. Provide a fee quote and the basis for the quote assuming open architecture. If pricing each plan separately, please note price per plan.
 - a. Assuming full open architecture, what is the proposed fee as a per-participant fee?
 - b. Assuming full open architecture, what is the proposed fee as an asset-based fee?
2. If the use of a proprietary investments or other services or products would reduce the base recordkeeping fee, identify the fund name and/or service and the proposed fee.
3. If proposing the use of a blended stable value product please describe the impact on fees this solution will have.
4. Provide the implementation fee. If implementation fees are waived unless the service terminates early, provide the schedule with timeframes, and amounts for recovering unamortized amounts.

Fee Proposal

Indicate additional services covered or exceptions to services under the base recordkeeping fee here. For transaction fees, identify the fee per transaction. For pass-through fees identify the type of fee (e.g., postage and handling, travel, etc.) and the basis for determining costs.

<i>Fees</i>	<i>457(b) Plan</i>	<i>401(a) Plan</i>
Per Capita Fee		
Asset Based Fee		
TPA Fee		
Custody Fee		
Printing Fee		
Fixed Fee		
Distribution Fee		
Implementation fee If waived unless service terminates early, provide the schedule with timeframes and amounts for recovering unamortized amounts		
Vendor Comments		

Fee Terms

1. What is the fee basis and/or hourly rates used to determine charges for data scrubbing, error correction, and other special projects?
2. How long will the fee quote remain in effect after the initial contract date?
3. How often does your firm typically adjust fees? What is the basis for the adjustment?
4. What contract termination provisions do you typically require?
5. Are there fees associated with converting to another recordkeeper?
6. Under what conditions would the quoted fees change if there was a significant change to plan design, asset size, and/or demographics?

Additional Fees and Services

Confirm your organization can provide all the recordkeeping services outlined in the Services Requested table and these services are covered by the fees quoted. Clearly identify any which you are not able to support/provide and explain.

Service	Fee Structure (bundled or a la carte, note fee)	Vendor Comments (note if service not available for this engagement)
<i>Recordkeeping and Administration</i>		
Eligibility Tracking		
Enrollment Processing		
Vesting Tracking		
Hardship Processing		
In-service Processing		
RMD Processing and Communication		
Termination distributions (lump sum)		
Termination distributions (installment)		
Mandatory de minimis distributions		
Address maintenance for termed ee's		
Beneficiary maintenance		
DRO qualification		
DRO processing		
1099-Rs		
<i>Compliance</i>		
Plan documents		
Summary Plan Description		
Limits monitoring		

Employee notifications		
<i>Participant Support</i>		
Participant statements		
Core communication materials		
Targeted messaging		
Education meetings (beyond required)		
Participant advice		
<i>Plan Sponsor Support</i>		
Plan sponsor meeting(s)		
<i>Other</i>		
Trust / custody services		
Self-Directed Brokerage Accounts		
Fulfillment, postage and handling		



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

APR 23 2024

Department: BOCC

WORK SESSION ☐ Meeting Date:

REGULAR AGENDA ☒ Meeting Date: 4-23-24

Item summary:

- | | | |
|--|--|--------------------------------------|
| ☒ Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☒ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Executive summary:

City of Forks has submitted an application to request a grant from the Opportunity Fund in the amount of \$295,000 for the City of Forks Waste Water Treatment Facility.

On March 28, 2024 the Opportunity Fund Advisory Board (OFB) convened in accordance with Clallam County Code 5.40 to consider the application submitted by the City of Forks.

The Wastewater Treatment Facility (WWTF) for the City of Forks requires significant improvements and retrofits to prevent catastrophic failure. The improvements are required to ensure redundancy with key components, to increase capacity necessary to respond to development, and to prepare for expansion of the sewer district to businesses and neighborhoods with a high probability of failed septic systems.

The Clallam EDC deemed the application met all requirements to be considered by the OFB and deemed it eligible for funding according to CCC 5.40.041.

The Prosecuting Attorney's Office has reviewed the application.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

\$295,000 – Opportunity Fund

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Hold a hearing and request approval of a resolution.

County Official signature & print name: Loni Gores Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Opportunity Fund Board – Alan Barnard, Clallam EDC – Colleen McAleer, Prosecuting Attorney's Office and Finance Department

Relevant Departments: Board of Commissioners, Prosecuting Attorney's Office, Finance Department

Date submitted: March 28, 2024

* Work Session Meeting - Submit 1 single sided/not stapled copy

Opportunity Fund City of Forks Waste Water 4-23-24

** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Revised: 3-04-2019



RESOLUTION _____, 2024

AUTHORIZING A GRANT FROM THE OPPORTUNITY FUND
TO THE CITY OF FORKS – WASTE WATER TREATMENT FACILITY

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Opportunity Fund was authorized by the state legislature in 1997 to assist economically distressed rural counties by providing limited funding for publicly owned infrastructure projects that would lead to new job creation or retention of existing jobs.
2. The Clallam County Board of Commissioners adopted Ordinance 668 on June 1, 1999 creating the Opportunity Fund Program codified at Chapter 5.40.
3. Clallam County Code Chapter 5.40 describes the imposition of a sales or use tax, the administration and collection of the tax, and use of the proceeds. It also creates an Opportunity Fund Board and details its composition and responsibilities.
4. City of Forks submitted an application to the Opportunity Fund Board seeking a grant for the City of Forks Waste Water Treatment Facility
5. The Opportunity Fund Board met March 28, 2024 to review the application and voted to recommend approval of a grant of \$295,000 from the fund.
6. A Board of Clallam County Commissioners public hearing was conducted April 23, 2024.

NOW, THEREFORE, BE IT RESOLVED by the Board of Clallam County Commissioners, in consideration of the above findings of fact:

1. A grant of \$295,000 is authorized from the Opportunity Fund to the City of Forks Waste Water Treatment Facility.
2. The Chair is authorized to execute the memorandum of understanding.

PASSED AND ADOPTED this 23rd day of April 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias

ATTEST:

Loni Gores, MMC, Clerk of the Board

c: EDC/OFB
Finance Department
Treasurer's Office
Auditor's Office



RECEIVED
CLALLAM CO. COMMISSIONERS
MAR 28 2024
1...2...3...A...

MEMORANDUM FOR RECORD

TO: Clallam County Commissioners

CC: Clallam County Opportunity Fund Board Members
Mark Lane, Clallam County Chief Financial Officer
Colleen McAleer, Clallam County EDC Executive Director

FROM: Alan Barnard, Chairman of the Opportunity Fund Board

DATE: March 28, 2024

RE: Opportunity Fund Board Meeting – March 28, 2024 – City of Forks Waste Water Treatment Facility Supplemental Funding Request

On March 28, 2024 the Opportunity Fund Advisory Board convened in accordance with Clallam County Code 5.40 to consider an application from the City of Forks for a request in the amount of \$295,000 in supplemental funding for retrofits to their Waste Water Treatment Facility (WWTF).

An abridged version of the application made by the City of Forks is attached.

The outcome of the meeting was to forward the application from the City of Forks for approval. The following motion passed unanimously:

"The Opportunity Fund Board recommends to the Board of County Commissioners to approve a grant in the amount of \$295,000 to support the increased costs for the City of Forks Waste Water Treatment Facility."

The Board also supported the use of funds as a contingency for the project as presented and if the funds were not needed as outlined in the bid documents that the funds should be used to purchase a new generator for the system.

The Clallam EDC deemed the application met all requirements to be considered by the Opportunity Fund Advisory Board and deemed it eligible for funding according to CCC 5.40.041.

Board members posed in-depth inquiries to the applicant regarding loan options and whether pursuit of state or federal funding could be obtained especially in light of the large amount requested.

We recorded the Opportunity Fund Board meeting, and it is available upon request. Should you require any additional information please contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Alan Barnard". The signature is fluid and cursive, with the first name "Alan" and last name "Barnard" clearly distinguishable.

Alan Barnard
Chair, Clallam County Opportunity Fund Board



Clallam County Board of Commissioners

223 East Fourth Street, Suite 4

Port Angeles, WA 98362

360.417.2233

**OPPORTUNITY FUND
APPLICATION**

Section 1 – Applicant Information

Date: 28 Feb 2024	Project Title: Forks Wastewater Treatment Facility Improvements - Additional Funds – Contingency for Clarifier &/or Standby Generator Replacement	
Local Government Applicant: City of Forks		
Contact: Rod Fleck, Attorney/Planner, Paul Hampton, Public Works Director; Caryn Depew, Clerk/Treasurer		
Address: 500 East Division Street, Forks, WA 98331		
City: Forks	Zip: 98331	
Phone #: 360/374-5412	POC Email: rod@forkswashington.org	
Position of Authorized Signer: Mayor Tim Fletcher		

Section 2 – Attach a copy of your Detailed Description of Project Proposal including information regarding why the Opportunity Funds are necessary and other funding sought.

See current project narrative attached.

Section 3 – Application Funding Requested

Amount of Loan Requested:	\$
Amount of Grant Funds Requested	\$295,000
Local Government Match:	\$1,024,524
Private Matching Funds: (if applicable)	\$
State Matching Funds: (if applicable)	\$
Federal Matching Funds: (if applicable)	\$
Total Project Cost:	\$3,682,731
Amount Raised to Date:	\$3,400,134

Loan terms proposed: *(if applicable)*

Requested Rate of Interest	
Total number of years for repayment	
# of Years for Deferral Period: (if applicable)	
Type of Loan Payment Schedule: (Check One Type Below)	
Straight Line Amortization	
Decreasing Payments	
Increasing Payments	
Other (Specify in Project Proposal)	

If Opportunity Fund grant funding is being applied for explain the project's revenues will not have sufficient cashflow to support loan payments:

The utility budget is adopted with the anticipation that revenues will equal annual expenditures. There has been fluctuation in the ending fund balance from year to year resulting from whether expenditures occurred as anticipated. While the City maintains a cash-on-hand balance, that is maintained at the current level to address cash flow and unexpected/unanticipated expenses.

When City staff were in contact with Economic Development Agency (EDA) regarding

potential funding of the current need, it was determined that the revenues, at their current levels based upon existing rates, do not regularly produce enough excess funding to repay approximately \$48,000 a year on a 30 year note associated with \$1m in loan funding.

Additional information regarding this account can be found in the briefing presentation to our City Council regarding this utility funding source.

Section 4 – Project Site Information:

- A) Link and page # detailing the project's inclusion in an officially adopted Clallam County overall capital facilities plan, or economic development section of Clallam County's comprehensive plan, or the comprehensive plan of a city within Clallam County:

See attached City Capital Improvement Plan page.

- B) Include a site map of the area. Identify the location of the site, and public infrastructure (existing and/or proposed).

See attached map.

- C) Project cost breakdown:

From the attached Current Project Narrative:

Funding to Date		Project Expenditures	
1.	City of Forks \$1,024,523.64	1.	Lowest Bid \$2,724,231
2.	CC Opportunity Fund \$2,375,610.00	2.	Construction Eng. \$635,925
	Current Funds Available \$3,400,133.64	3.	Materials Testing \$30,000
		4.	City Bid Expenses \$5,000
		5.	Contingency CCOF Req. \$300,000
		Total Project Cost	\$3,695,156

- D) Specifically, for what element(s) of the project are Opportunity Fund Program (OFF) dollars being requested?

Contingency Funds/Standby Generator

CLALLAM COUNTY BOARD OF COMMISSIONERS

OPPORTUNITY FUND FINAL APPLICATION FORM

E) Estimated schedule for project completion:

Estimated Completion Date:

- Preliminary Engineering Report: 2019
- All permits obtained: Completed
- Preliminary Design Plans: Completed in 2021, revised 2022
- Land/Right-of-Way Acquisition N/A – City Owned Property
- Prepare Bid Documents Dec 2023/Jan 2024
- Award Construction Contract 18 April 2024
- Begin Construction 20 May 2024
- Complete Construction 30 April 2025
- Project Operational 15 May 2025
- Other: N/A _____

F) What other jurisdictions are involved in the planning, design, financing, construction, operation or use of this project? (cities, counties, state/federal agencies, tribes, etc.):

The City has received Clallam County Opportunity Funds as noted above.

G) Will the applicant maintain the project? If not, who will be responsible for its maintenance?

Yes. This is a city utility and the city is responsible for the maintenance and upkeep of the system that is used to operate the utility. City council will be considering increasing the existing rates to address additional capital project needs for the utility.

Section 5 – Affordable Workforce Information (If applicable)

A) Does this project directly fund infrastructure related to Affordable Workforce Housing?

Yes	
No	XX

If no, skip to Section 6.

- B) If applicable, describe the number of workforce housing units in project that would receive funding if approved:

	Leased	Fee Simple	What's your target Area Median Income (AMI)
Type of Units: (e.g., Single Family Residential, fourplex, apartment, etc.):			
# of Units in Type:			
# of Bedrooms per Unit:			

- C) 100% of Clallam County's Area Median Income (AMI) used for this application:
- D) Source used to determine most recent year available for Clallam County's AMI:
- E) Describe whether the housing will be for a single person, family, or unrelated persons or a combination:
- F) If applicable, describe the procedures that will be followed to ensure the occupants are in the workforce and meet the 120% AMI threshold:

Section 6 – Private Sector Commitment or Involvement (if applicable)

- A) Identify private sector firm(s) and contact person(s) involved in the project:

Private Entity: Parametrix - Consulting Engineers for the Project
POC at Entity: Allan Maas, PE
POC Telephone: 253-604-6621
Will entity locate to Project Site? <i>No. They are only the engineering firm hired to assist the City with this project.</i>

- B) Explain the private sectors involvement in the project. Why does the private sector require the proposed public infrastructure improvements?

As noted in the original application, the Forks Sewer District includes 126 commercial users, 160 low-income apartment units, 127 trailers in six trailer courts predominantly low to moderate income, and 257 single family residential units of low to moderate

income levels. Low to moderate income within the District is in comparison to the County's median household income. Forks median income is approximately 65% of the County's median income based upon the U.S. Census' American Community Survey numbers.

C) Type of jobs to be created/retained:

	# Jobs Retained	# Jobs Created	Ave Annual Wage
Management/Admin (exclusive of owners)			
Supervisors/Professional			
Entry Level Workforce			

The City utilized information on the PPP applications associated with COVID relief in its 2021 application. That information identified at least 934 individuals employed within the District. The District includes the central downtown core of Forks, the Forks Community Hospital, Quillayute Valley School District, WA Department of Natural Resources, and the Olympic Natural Resources Center.

D) Projected annual gross payroll (exclusive of owner group):

1-3 Years:	\$
3-5 Years:	\$
5-10 Years:	\$

The 2021 application noted that the annual payroll of businesses within the District was "conservatively \$47,195,449" inclusive of the Forks Community Hospital and the Quillayute Valley School district. This was based upon the PPP applications submitted from federal assistance associated with COVID response.

E) Does the Private Entity commit to signing a standard NDA and to allow a representative from the Clallam EDC to review their Annual Payroll Report to confirm job creation and payroll when requested within the first ten-year term? (check one)

Yes	☐
No	☐

Not Applicable

Section 7 – Financial Information of Applicant

This section examines the general financial status of the applicant.

- A) Provide the most current annual financial report reviewed by the State Auditor. If the most current year is not representative of the past five years, please provide additional information or reports.

See attached SAO Audit for the City dated 2023.

- B) Identify funds (General Fund, Utility Fund, etc.) that will be eligible to repay an OFP loan. If any funds cannot be used to service OFP debt, please explain. If a particular fund or revenue source has been identified for repayment of the loan, please describe.

None. See Current Project Proposal and the attached City Council Briefing.

Section 8 – Declaration

I HEREBY CERTIFY THAT THE INFORMATION GIVEN IN THIS APPLICATION TO THE OPPORTUNITY FUND BOARD IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Signature of responsible official:



Print or Type Name and title:

Tim J Fletcher Mayor

City of Forks – Current Project Proposal – Request for Contingency Funds/Standby Generator



The City is requesting Up to \$295,000 in additional Opportunity Funds from Clallam County to be utilized as (1) contingency for the Second Clarifier Project currently bid; and/or, (2) if said contingency is not completely utilized for those funds not utilized to be made available for the City's acquisition of a Standby Generator to ensure plant operations in a multi-day power outage.

The County Board of Commissioners, upon a recommendation of the Opportunity Fund Board, granted the City the sum of \$2,375,610 to undertake a proposed group of improvements to the City's Wastewater Treatment Facility (WWTF). As part of the application, the City reaffirmed its commitment of \$1,024,523.64 to the project. This City/"Local Match" represented 94.5% of the funding received by Forks from the congressionally authorized America Rescue Plan Act dollars for local COVID emergency and recovery efforts. The application utilized a list of project estimates obtained from the City prior to the COVID pandemic.

Included in that list of projects, were estimated costs, inclusive of engineering, for each of the proposed projects. These existing estimates were utilized in the development of the original Opportunity Fund application and grant.

After funding was awarded, the City made a solicitation for qualifications from engineers. There was no response to the City's advertised request for qualifications. A second request was advertised and the City selected Parametrix to the engineering firm for this project. With this expertise, the City was able to proceed with the project.

In late 2022, Parametrix notified Public Works Director Paul Hampton of a significant price variation between the pre-pandemic cost estimates and current pricing for the various project components. This information was shared with fellow project lead Audrey Grafstrom, City Clerk and Treasurer. However, she was unable to work on the potential impact of that information due to her sudden health decline. With her passing in February 2023, the City found itself focusing on all aspects impacted by the loss of Audrey.

Months later the implications of this additional information came into stark focus as the City explored the impact of significant price increases seen by Parametrix, as well as other government and private entities on the Peninsula. Included in this re-evaluation was not only project costs, but the full array of the engineering work that would be necessary to ensure the project met the various requirements of the Department of Ecology. In effect, the initial project costs used for the application were significantly below current market prices involving not only construction costs and pricing, but also engineering costs. The City notified the County staff and members of the Board of Commissioners. Parametrix recommended that the City focus on the top priority, the second clarifier, and if possible the acquisition of a new, properly sized, 200kw Standby Generator.

Understanding that the project had changed, the City informed County officials. Further, realizing that additional time may be needed to bring a portion of the original project to completion, the City also requested from the County a contract extension associated with the granted county funds. Obtaining this extension, the City proceeded with the development of bid documents by Parametrix for the construction of the second clarifier.

The responses to the City's request for bids for the construction for the second clarifier were received in December 2024. The lowest bid, plus costs for the construction related engineer, associated material testing,

and contingency funds well exceeded the remaining available funds for the clarifier project, let alone for the purchase of the standby generator. With the need for more than \$600,000 in additional funding to complete the revised project using the lowest responsible bidder in the first bids, the City asked Parametrix to review the proposed project and identify cost savings that could be made in a rebid. Further, the Mayor and City staff began reviewing the WWTP associated utility revenues and funding. Finally, efforts were made to reach out to potential state and federal funding sources to determine if additional funding sources could be obtained to complete the modified project.

With the potential for a lower bid as a result of the Parametrix and City review, the City Council rejected the two received bids and authorized the Mayor and staff to proceed with rebidding the project. Parametrix developed revised bid packets and bids were solicited for delivery to the City on 21 Feb 2024. The Mayor and staff also developed the attached initial discussion packet for the City Council regarding the City's waste water utility revenue and project needs.

On 21 Feb 2024, the City opened the two bids received from the second solicitation for bids. The apparent lowest responsible bidder's bid amount of \$2,724,231 created the potential for the project to proceed. However, when the addition of the construction related engineering and material testing costs were calculated, the project had a contingency fund of less than \$5,000. Parametrix suggested that a four percent (4%) contingency would be necessary for the project now totaling \$3,000,000. That would amount to \$120,000. However, most governmental agencies tend to utilize a contingency amount of 10% for the contingency. That amount would be \$300,000. The following is the current breakdown of funding:

Funding to Date		Project Expenditures	
1.	City of Forks \$1,024,523.64	1.	Lowest Bid \$2,724,231
2.	CC Opportunity Fund \$2,375,610.00	2.	Engineering (Parametrix) \$635,925
	Current Funds Available \$3,400,133.64	3.	Materials Testing \$30,000
		4.	City Bid Expenses \$5,000
		5.	Contingency CCOF Req. \$300,000
		Total Project Cost	\$3,695,156

The received bids are valid for sixty days from 21 Feb 2024. The City is requesting an additional amount of \$295,000 to be utilized as a contingency on the construction of the secondary clarifier. The granting of this additional amount would allow the project to proceed after formal award and contracting with the apparent lowest responsible bidder.

If the management of the project results in the requested, and hopefully granted, contingency funds not being used to the amount as expected by the City (10%) and closer to that projected by Parametrix (4%), the City would ask for permission to acquire the 200 Kw Standby Generator. Currently that is estimated at \$150,000. The new on-site, fixed-in-place generator would be able to run the entire WWTP, its various processing equipment, when utility outages occur. Digital messaging would provide treatment updates on the functioning of the generator in relationship to the WWTP operations. The outdoor-rated, soundproof enclosed generator would have the fuel capacity to operate for 48-72 hours of full electrical load run time capacity. If, however,

the contingency funds are necessary to complete the secondary clarifier, the City would pursue other funding avenues for the acquisition of the generator.

Subsequent necessary improvements to the City's WWTP will require the City Council to determine the best approach to addressing the limited excess revenue needed to pay for or pay any potential state or federal financing options for the costs of those improvements.