



AGENDA
BOARD OF CLALLAM COUNTY COMMISSIONERS
223 East 4th Street Room 160
Port Angeles, Washington
Tuesday, August 3, 2021 – 9:00 a.m.

****ATTENTION****

In response to the current Governors order Clallam County is now operating under the Washington Ready Plan. To be in compliance with the Washington Ready Plan and to reduce the spread of COVID the following general requirements for COVID safety for meetings held in the Board of Commissioners Board Room are as follows:

1. All attendees are encouraged to provide contact information on a sign in sheet which will be retained
for 28 days for contact tracing purposes.
2. Public seating areas and Board member seating must be arranged to ensure physical distancing is maintained.
3. Meeting attendees must follow current face covering guidelines.
4. No food or drink should be consumed in the BOCC Board Room.
5. Meeting organizers shall clean or arrange to have cleaned high-touch surfaces before and after each meeting.
6. Hand sanitizing stations will be available in the BOCC Board Room.
7. Keep doors and windows open where possible to improve ventilation.
8. The Chair of the meeting shall ensure current masking and social distancing practices are enforced and practiced by all event attendees.

This meeting can be viewed on a live stream at this link:
<http://www.clallam.net/features/meetings.html>

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

Public comment and questions can be directed to the Clerk of the Board at 360-417-2256 or agores@co.clallam.wa.us.

CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

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 July 26

Approval of vouchers 

- 1b. Approval of payroll for the period ending July 15

Approval of payroll 

- 1c. Approval of minutes for the week of July 26

Approval of minutes 

- 1d. Letter of support for Housing Trust Fund application

Letter of Support 

letter - submitted on 7-30-21 after agenda packet was posted 

updated letter- submitted on 8-2-21 after agenda packet was posted 

REPORTS AND PRESENTATIONS

CONTRACTS AND AGREEMENTS

- 2a. Agreement amendment 9 with Shannon & Wilson, Inc. for Lower Dungeness River Floodplain Project

Agreement 

- 2b. Agreement amendment 10 with Shannon & Wilson, Inc. for Lower Dungeness River Floodplain Project

Agreement 

- 2c. Agreement with Washington State Recreation and Conservation Office for North Olympic Lead Entity for salmon

Agreement 

ADMINISTRATION

- 3a. Notice of call for bids to be received no later than 10 a.m., Tuesday, August 31, 2021 for Clallam County VAV Replacement Project

Notice of call for bids 

- 3b. Request for proposals/qualifications to be received no later than 10 a.m., Tuesday, August 24, 2021 for JPSF Architecture/Engineering Services

Request for proposals/qualifications 

- 3c. Resolution reappointing William "Bill" Hughes to the Park and Recreation Board

Resolution 

PUBLIC WORKS

- 4a. Bid Award for the Lower Dungeness River Floodplain Restoration and Levee/Road Realignment Project – Phase 1 Earthwork

Bid Award 

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 August 2 - 6:

Monday, August 2:

9:00 a.m. Work Session

12:00 p.m. WSAC Virtual COVID Update

Tuesday, August 3:

10:00 a.m. Board Meeting

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.



19
8/3/21

Date of report: July 27, 2021

General	\$148,086.41
Other	\$316,162.76
Total	\$464,249.17

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 10 DAY OF NOVEMBER 2021.

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

MARK OZIAS, Chair

BILL PEACH

RANDY JOHNSON

RICH SILL (County Administrator)

Weekly Expenditures

July 26 - 30, 2021

Fund #	Department	Expenditures		Use Tax	
		General Fund	Other	General Fund	Other
00100.221	Auditor	14,908.87			
12401.221	Auditor - Document Preservation		10,000.00		
00100.241/291	Commissioners (BOCC)	209.00			
19914.291	BOCC - Veterans Relief		2,084.14		
00100.331-334	Dept. of Community Develop't (DCD)	14,725.00			
30301.331	DCD - Lower Dungeness Floodplain		701.94		
11301.511	Health & Human Services (HHS)		128,029.44		
11331.511	HHS - Developmental Disabilities		39,558.75		
00100.461	Human Resources (HR)	10,414.71			
50401.461	HR - Risk Management		7,587.16		
50501.461	HR - Workers Compensation		40,162.56		
50701.461	HR - Unemployment Compensation		8,244.31		
00100.411	Information Technology (IT)	15,456.18		74.36	
30701.411	IT - Capital Projects		8,290.97		
00100.851	Juvenile Services	1,809.23			
13001/13051	Noxious Weed/LMD #2 (Lake Mgmt. Dist.)		3,758.87		17.44
00100.911/912	Parks Fair Facilities (PFF)	6,824.24			
30101.911	PFF - REET 1 (Real Estate Excise Tax)		626.81		
00100.841-843	Prosecuting Attorney	2,757.97			
	Public Works (PW)				
10101.611	PW - Roads		49,628.68		
41401.611	PW - Clallam/Seki Sewer		2,448.77		
42401.611	PW - Carlsborg Sewer		1,072.75		
43401.611	PW - Bullman Beach Water System		577.92		
50301.611	PW - ER&R (Equip't Rental & Revolving)		7,699.92		
00100.811-815	Sheriff	75,267.70		67.99	
00100.816	Sheriff - Jail Medical	3,248.22			
11003.811	Sheriff - Boating Safety		46.69		
11065.811	Sheriff - OPSCAN Operations		4,798.50		
11080.811	Sheriff - Inmate Commissary		80.00		7.04
00100.861	Superior Court	799.21			
00100.231	Treasurer	248.73			
12201.231	Treasurer - O&M (Operation & Maintenance)		740.10		
00100.931	WSU Extension	1,275.00			
Total		147,944.06	316,138.28	142.35	24.48

Report Reconciliation		Totals			
Total	464,082.34	General Fund	148,086.41		
Final Check Lists	464,082.34	Other	316,162.76		
Difference	-	Total	464,249.17	Use Tax	166.83

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
8/1/2021	ALTURA COMMUNICATION SOLUTIONS, LLC	362104	tteel	845.00	74.36	845.00
8/1/2021	BRITE COMPUTERS	INV22358	jkoon	772.66	67.99	772.66
8/1/2021	SWANSONS SERVICES CORP.	1470968	jkoon	50.00	4.40	50.00
8/1/2021	SWANSONS SERVICES CORP.	1468612	jkoon	30.00	2.64	30.00
8/2/2021	U S BANK	3263321	clucero2	198.18	17.44	198.18
Totals:				1,895.84	166.83	1,895.84

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/3/2021	0001140	OLYMPIC PRINTERS INC	28318	7/15/2021	DROP BOX MAGNETS	97.92	97.92
8/3/2021	0001603	TYLER TECHNOLOGIES INC.	025-341464	8/1/2021	SOFTWARE SUPPORT EAGLI	24,490.03	24,490.03
8/3/2021	0028699	SOUND PUBLISHING INC	PDN930976	7/11/2021	AUGUST PRIMARY 2021 ELE	126.40	126.40
8/3/2021	0042751	COCHNAUER, AME	Cochnauer 7-19-	7/19/2021	EMPTYING WEST END DROP	103.82	
			Cochnauer 7-16-	7/16/2021	EMPTYING EAST END DROP	18.14	
			Cochnauer 7-20-	7/20/2021	EMPTYING EAST END DROP	18.14	140.10
8/3/2021	0043251	ROBINSON, CYNTHIA	Robinson 7-15-2	7/15/2021	MILEAGE FOR EMPTYING EA	18.14	18.14
8/3/2021	0044251	FANE, ALEX	Fane 7-19-21	7/19/2021	PICKING UP EAST END DROF	18.14	18.14
8/3/2021	0044625	DARLING, DELORES	Darling 7-21-21	7/21/2021	EMPTYING EAST END DROP	18.14	18.14
Sub total for U S BANK:							24,908.87

0.*
 464,082.34*
 1,275.00+
 2,084.14+
 988.83+
 799.21+
 3,248.22+
 80,192.89+
 4,099.44+
 7,699.92+
 49,628.68+
 2,757.97+
 7,451.05+
 3,758.87+
 1,809.23+
 23,747.15+
 48,406.87+
 1,195.06+
 16,806.81+
 167,588.19+
 15,426.94+
 24,908.87+
 209.00+
 0.*

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Final Check List
CLALLAM COUNTY

BOCC

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	8/3/2021	0000331	CLALLAM COUNTY AUDITOR				
			CR Res #4,2021	7/22/2021	FILING FEE - VACATION OF C	104.50	
			CR Res #5,2021	7/22/2021	FILING FEE - VACATION OF C	104.50	209.00
					Sub total for U S BANK:		209.00

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Final Check List
CLALLAM COUNTY

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Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/3/2021	0000443	DAILY JOURNAL OF COMMER	3369864	7/9/2021	G146 TASK 2 ADVERTISING	412.80	412.80
8/3/2021	0001213	PENINSULA HEAT, INC.	REF 7-13-21	7/15/2021	REFUND BPT2021-00633	100.00	100.00
8/3/2021	0028699	SOUND PUBLISHING INC	8029496	6/30/2021	G146 TASK 2 ADVERTISING	289.14	289.14
8/3/2021	0033438	AHBL INC	126517	6/30/2021	G20 TASK 5 \$7725.00; TASK \$	14,625.00	14,625.00
Sub total for U S BANK:							15,426.94

Final Check List
CLALLAM COUNTY

HHS

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/3/2021	0000296	CENTURYLINK	300510090-0706	7/6/2021	HOPS-FORKS OFFICE PHONI	293.03	293.03
8/3/2021	0000363	CLALLAM COUNTY SHERIFF	5/21-SDC	7/19/2021	HOPS-MAY 2021 SDC FOOD	12,400.00	
			3/21-SDC	7/19/2021	HOPS-MARCH 2021 SDC FOC	12,400.00	
			6/21-SDC	7/19/2021	HOPS-SDC FOOD JUNE 2021	12,000.00	
			4/21-SDC	7/19/2021	HOPS-APRIL 2021 SDC FOOD	12,000.00	
			2/21-SDC	7/19/2021	HOPS-FEBRUARY 2021 SDC I	11,200.00	60,000.00
8/3/2021	0045456	CORDEIRO, NICHOLAS	071521-MILEAG	7/15/2021	HOPS-BUSINESS MILEAGE	125.44	125.44
8/3/2021	0000546	EXPRESS SERVICES, INC	25674498	7/6/2021	HOPS-PUBLIC MEDICAL ASSI	2,732.51	2,732.51
8/3/2021	0021279	KITSAP COUNTY HEALTH DIS	070921	7/9/2021	HOPS-JUNE 2021 EPIDEMIO	52.50	52.50
8/3/2021	0040427	NORPOINT GROUP LLC	1191 NPG	7/18/2021	HOPS-SDC SECURITY SVCS	6,040.00	6,040.00
8/3/2021	0001127	OLYMPIC COMMUNITY ACTIO	06-21-299-315	7/12/2021	HOPS-SDC STAFFING JUNE 2	54,220.61	54,220.61
8/3/2021	0001179	PACIFIC OFFICE EQUIPMENT	1082635	6/30/2021	HOPS-PUBLIC HEALTH COPIE	82.78	
			1082676	6/30/2021	HOPS-HHS WORKROOM COF	21.75	
			1082674	6/30/2021	HOPS- FORKS OFFICE COPIE	13.99	
			1082675	6/30/2021	HOPS-HHS DIRECTOR COPIE	7.81	126.33
8/3/2021	0001262	PORT OF PORT ANGELES	172163	7/12/2021	HOPS-SDC UTILITIES 6/26/21	4,439.02	4,439.02
8/3/2021	0017530	PIERCE JONES & ASSOCIATE	071521	7/15/2021	DDD-STATE CONTRACT JUNI	39,558.75	39,558.75
Sub total for U S BANK:							167,588.19

HR

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	8/3/2021	0001113	OFFICE DEPOT, INC	182129779001	7/21/2021	INV 182129779001	109.65	109.65
	8/3/2021	0001297	PUBLIC SAFETY TESTING INC	2021-287	7/21/2021	INVOICE 2021-287	794.00	794.00
	8/3/2021	0001680	WA COUNTIES RISK POOL	C202118038	7/21/2021	INVOICE C202118038	4,056.00	4,056.00
	8/3/2021	0001734	WA ST PATROL	I21006466	7/21/2021	INVOICE L21006466	264.00	264.00
	8/3/2021	0002255	NAT'L CENTER FOR STATE C	31916	7/21/2021	NIKKI BOTNEN - CLALLAM CC	495.00	495.00
	8/3/2021	0025324	CEDAR GROVE COUNSELING	15725	7/21/2021	INVOICE 15725	400.00	400.00
	8/3/2021	0034245	CASTLE BRANCH INC	0792276-IN	7/21/2021	INVOICE 0792276-IN	889.50	889.50
	8/3/2021	0035753	LOOMIS ARMORED US, LLC	12830882	7/21/2021	INVOICE 12830882	757.66	757.66
	8/3/2021	0037692	SEBRIS BUSTO JAMES	75117	7/21/2021	INVOICE 75117	8,316.00	8,316.00
	8/3/2021	0039492	MASON, DAWN	6-21	7/21/2021	DAWN MASON 6/22 & 6/30/22	120.00	120.00
	8/3/2021	0044480	MINERT & ASSOCIATES	306576	7/21/2021	INVOICE 306576	605.00	605.00
Sub total for U S BANK:							16,806.81	

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/3/2021	0000522	redacted	LEOFF JUL 21 C 7/21/2021	LEOFF JUL 21 DE		148.50	148.50
8/3/2021	0002036		LEOFF JUL 21 C 7/21/2021	LEOFF JUL 21 DL		148.50	148.50
8/3/2021	0002038		LEOFF JUL 21 C 7/21/2021	LEOFF JUL 21 DR		148.50	148.50
8/3/2021	0002041		LEOFF JUL 21 C 7/21/2021	LEOFF JUL 21 DS		148.50	148.50
8/3/2021	0002042		LEOFF JUL 21 F 7/21/2021	LEOFF JUL 21 RC		304.06	304.06
8/3/2021	0002047		LEOFF JUL 21 F 7/21/2021	LEOFF JUL 21 RS		148.50	148.50
8/3/2021	0022748		LEOFF JUL 21 F 7/21/2021	LEOFF JUL 21 FD		148.50	148.50
Sub total for U.S BANK:							1,195.06

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Final Check List
CLALLAM COUNTY

HR Payroll

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/3/2021	0000521	EMPLOYMENT SECURITY DEI	2Q21UNEMP	7/19/2021	2ND QTR 2021 UNEMPLOYME	8,244.31	8,244.31
8/3/2021	0001707	WA ST DEPT OF, LABOR & INI	2Q21L&I	7/22/2021	2ND QTR 2021 L&I (WORKER	40,162.56	40,162.56
Sub total for U S BANK:							48,406.87

Final Check List
CLALLAM COUNTY

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Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/3/2021	0000084	ANGELES COMMUNICATIONS	33777	7/22/2021	JUVI20210617 - PHONE WIRIN	143.62	143.62
8/3/2021	0000289	CDW GOVERNMENT, INC.	SE2100774	7/22/2021	COV: IT20210721A - NETWOR	2,889.17	
			SE2100773	7/22/2021	IT20210721 - EMAIL ARCHIVE	1,975.00	
			SE2100776	7/22/2021	COV: IT20210721A VDI PROJ	1,876.80	
			SE2100775	7/22/2021	IT20210721A - PERMIT PLAN I	1,050.00	
			SE2100777	7/22/2021	IT20210721 - WEB DESIGN &	500.00	8,290.97
8/3/2021	0000296	CENTURYLINK	406569255-0721	7/22/2021	FORKS T-1 LINE	645.97	
			300425321-0721	7/22/2021	FORKS TO FORKS T-1	477.92	
			406389122-0721	7/22/2021	FORKS SHERIFF #2	297.12	
			300511193-0721	7/22/2021	FORKS COURTROOM FAX - L	79.92	
			300561295-0721	7/22/2021	CLALLAM BAY DISPATCH	75.14	
			406493163-0721	7/22/2021	PENCOM RINGDOWN	64.64	1,640.71
8/3/2021	0001828	NIKOLA ENGINEERING INC	48598	7/22/2021	BLYN JUSTICE CENTER HIGH	55.00	55.00
8/3/2021	0004211	CENTURYLINK	3604527831-072	7/22/2021	MAIN COURTHOUSE	1,432.33	
			3604172850-072	7/22/2021	DID ROLLOVER	1,356.26	
			3604529079-072	7/22/2021	PUBLIC HEALTH	332.33	
			3604574863-072	7/22/2021	JUVIE FAX LINES	285.86	
			3605651032-072	7/22/2021	MODEM POOL	134.05	
			3606832263-072	7/22/2021	SEQUIM SHERIFF #2	98.78	
			3604574397-072	7/22/2021	JUVIE COURTROOM FAX	66.74	
			3604579810-072	7/22/2021	PUBLIC DSL	65.24	
			3606832197-072	7/22/2021	SEQUIM SHERIFF #1	63.87	
			3604576843-072	7/22/2021	JUVIE PHONE SWITCH	60.31	
			3604570323-072	7/22/2021	PA SHOP PHONE	60.31	
			3604521625-072	7/22/2021	TELEPHONE MAINT SWITCH	57.99	4,014.07
8/3/2021	0005890	ALTURA COMMUNICATION	SC362104	7/22/2021	IT20210712B - PPHONE REPL	845.00	845.00
8/3/2021	0022148	CENTURYLINK BUSINESS	SE234324277	7/22/2021	WACC CALLING CARD	3.99	3.99
8/3/2021	0023718	AT&T	05104135320011	7/22/2021	JUVIE COURTROOM FAX LON	47.62	47.62
8/3/2021	0041798	BUDD, JOSHUA	071521-JB	7/22/2021	IT20210721 - BUSINESS MILE	112.00	112.00
8/3/2021	0044188	BLACKPOINT IT SERVICES	IN253761SEA	7/22/2021	IT20210706 - SOPHOS CLOU	8,594.17	8,594.17
Sub total for U S BANK:							23,747.15

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Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	8/3/2021	0001113	OFFICE DEPOT, INC	181394780001	7/9/2021	OFFICE SUPPLIES	69.54
				181395911001	7/9/2021	OFFICE SUPPLIES	67.86
				181395904001	7/9/2021	OFFICE SUPPLIES	46.54
	8/3/2021	0014681	PROFORCE LAW ENFORCEMENT	455384	7/12/2021	DET SUPPLIES	1,295.81
	8/3/2021	0017787	DAIRY FRESH FARMS INC	8082120203	7/21/2021	DET FOOD	65.88
	8/3/2021	0028699	SOUND PUBLISHING INC	PDN931314	6/30/2021	ADVERTISING-LEGAL NOTICES	170.64
	8/3/2021	0041818	GRAUL, ROBERT	630-7821-RG	7/19/2021	CAP VOL-MILEAGE	92.96
Sub total for U S BANK:							1,809.23

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Final Check List
CLALLAM COUNTY

Nox Weeds

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	8/3/2021	0000360	CLALLAM COUNTY ER&R	2021.185E	7/21/2021	JUNE FS=133.01	133.01
	8/3/2021	0001410	SCUBA SUPPLIES	71521	7/21/2021	6-24, 7-1, 7-8, 7-15	1,956.60
	8/3/2021	0001540	SWAIN'S GENERAL STORE IN	289321	7/21/2021	GEN==44.55, FS=36.93, RDS=	217.27
	8/3/2021	0020849	U S BANK	169531875	7/21/2021	HERBICIDE-RDS	1,253.81
				3263321	7/21/2021	SPAYER PARTS	198.18
						Sub total for U S BANK:	3,758.87

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/3/2021	0000091	ANGELES MILLWORKS & LUM	292738	7/22/2021	SC TIMBER SCREWS	50.39	
			292368	7/22/2021	FG SMOKE ALARM	29.37	79.76
8/3/2021	0000094	ANGELES PLUMBING INC	33107	7/22/2021	CH LEAK REPAIR LABOR AND	321.26	
			33560	7/22/2021	CH LEAK REPAIR LABOR	251.33	572.59
8/3/2021	0000196	BILLS PLUMBING & SANIKAN	s3607958	7/22/2021	SC SANIKANS	300.00	
			s3608314	7/22/2021	FWB SANIKANS	100.00	
			s3608514	7/22/2021	DRA SANIKAN	95.00	
			06699994	7/22/2021	RDG SANIKAN	95.00	
			s3608031	7/22/2021	RH SANIKAN	95.00	
			s3608071	7/22/2021	SC SANIKAN SANITIZER REF	16.32	
			s3608079	7/22/2021	FWB SANIKANS SANITIZER R	16.32	717.64
8/3/2021	0000360	CLALLAM COUNTY ER&R	2021.175E	7/22/2021	FG DRA CH JULY FUEL	152.89	152.89
8/3/2021	0000546	EXPRESS SERVICES, INC	25712492	7/22/2021	CH SC COVID CUST. G BOOK	2,359.92	2,359.92
8/3/2021	0000677	GRAINGER INC	9968007477	7/22/2021	CH FILTER SOCK FOR SEDIM	592.09	
			9960083559	7/22/2021	1906CH JOBBER DRILL	34.72	626.81
8/3/2021	0000714	HARTNAGEL BLDG SUPPLY IN	822565	7/22/2021	SC PAINT BUCKETS, BRUSHE	75.35	75.35
8/3/2021	0001252	PORT ANGELES, CITY OF	48731-101384 6	7/22/2021	VET JUNE UTIL & TRASH	311.54	311.54
8/3/2021	0001253	PORT ANGELES SOLID WAST	008950	7/22/2021	SMPK DUMP FEE	10.00	
			008022	7/22/2021	CH DUMP FEE	5.63	15.63
8/3/2021	0001540	SWAIN'S GENERAL STORE IN	289072	7/22/2021	DRA GARDEN SPRAYER, HOSE	90.38	
			289111	7/22/2021	CH PVC PIPES AND ELBOWS	26.19	
			289339	7/22/2021	SC REPELLENT	26.01	
			289132	7/22/2021	CH PIPE AND CEMENT FOR II	16.36	158.94
8/3/2021	0001576	THURMAN SUPPLY	763996	7/22/2021	CH PVC FOR IRRIGATION	36.61	
			763838	7/22/2021	CH PVC UNION FOR IRRIGAT	20.24	
			764311	7/22/2021	FG ELECTRICAL BOXES FOR	19.75	76.60
8/3/2021	0004211	CENTURYLINK	3606835847 445	7/22/2021	DRA JULY PHONE AND INTER	140.49	140.49
8/3/2021	0004211	CENTURYLINK	3609283540 820	7/22/2021	CDJ JULY PHONE	89.11	89.11
8/3/2021	0004211	CENTURYLINK	3609283441 593	7/22/2021	SC JULY PHONE	71.60	71.60
8/3/2021	0041295	C & C TIMBER INC	9754	7/22/2021	DRA 240 BUNDLES FIREWOC	837.60	
			9755	7/22/2021	SC 240 BUNDLES FIREWOOI	837.60	1,675.20
8/3/2021	0041605	HOME DEPOT PRO	630146199	7/22/2021	CH SMPK BATHROOM TISSUI	310.50	
			627593445	7/22/2021	SC BATTERY	16.48	326.98

Sub total for U S BANK: 7,451.05

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07/27/2021 9:28:27AM

Final Check List
CLALLAM COUNTY

Prosecutor

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/3/2021	0000546	EXPRESS SERVICES, INC	25674512	7/22/2021	EXPRESS SERVICES	2,153.27	2,153.27
8/3/2021	0001113	OFFICE DEPOT, INC	179987161001	7/22/2021	OFFICE SUPPLIES	62.73	
			181906258001	7/22/2021	OFFICE SUPPLIES	38.31	
			181905055001	7/22/2021	OFFICE SUPPLIES	37.54	138.58
8/3/2021	0025990	NONDEPARTMENTAL, CLALLAM	21MB008	7/22/2021	POSTAGE	170.92	170.92
8/3/2021	0028699	SOUND PUBLISHING INC	FOF929384	7/22/2021	LEGAL NOTICES	295.20	295.20
Sub total for U S BANK:							2,757.97

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/3/2021	0000039	ALBINA FUEL	0285956-IN	7/12/2021	CHIP SEALING - SQ	20,138.23	
			0285966-IN	7/12/2021	CHIP SEALING - SQ	19,591.70	39,729.93
8/3/2021	0000056	ALPINE PRODUCTS INC	TM-203445	7/19/2021	MAINTENANCE SUPPLIES - S	767.05	767.05
8/3/2021	0000091	ANGELES MILLWORKS & LUM	292528	7/19/2021	MAINTENANCE SUPPLIES - C	9.87	
			292529	7/19/2021	MAINTENANCE SUPPLIES - C	7.67	17.54
8/3/2021	0000099	A-1 AUTO PARTS	1329802	6/23/2021	MAINTENANCE SUPPLIES - S	46.02	
			1333289	7/13/2021	MAINTENANCE SUPPLIES - S	43.27	89.29
8/3/2021	0000196	BILLS PLUMBING & SANIKAN	IS3607979	7/1/2021	07/21~08/21 ODT SANIKANS	295.00	
			S3607955	7/1/2021	07/21~08/21 ELWHA KIOSK S/	255.00	
			S3608356	7/15/2021	07/21~08/21 SQ SHOP SANIK/	95.00	645.00
8/3/2021	0000299	CERTIFIED LABORATORIES	7430651	7/9/2021	MAINTENANCE SUPPLIES - S	836.43	836.43
8/3/2021	0000546	EXPRESS SERVICES, INC	25712941-10101	7/13/2021	07/05/21~07/11/21 ROADS	4,702.46	4,702.46
8/3/2021	0000555	FASTENAL COMPANY	WAPOR83761	7/8/2021	MAINTENANCE SUPPLIES - S	40.65	40.65
8/3/2021	0000594	DECKER CITY HARDWARE, TI	653174	6/22/2021	MAINTENANCE SUPPLIES - L	15.18	15.18
8/3/2021	0000885	LAKESIDE INDUSTRIES, INC	164981	6/26/2021	CSS TACK - LC	1,204.42	1,204.42
8/3/2021	0001300	PUBLIC UTILITY DISTRICT	11816-071421	7/14/2021	06/10/21~07/09/21 OLD OLY/KI	54.18	54.18
8/3/2021	0001428	SEQUIM GAZETTE	SG-522881 2021	7/2/2021	SUBSCRIPTION RENEWAL	116.00	116.00
8/3/2021	0001551	TACOMA SCREW PRODUCTS	140012659-00	7/13/2021	CONSTRUCTION SUPPLIES -	390.37	390.37
8/3/2021	0001635	UTILITIES UNDERGROUND LC	1060245	6/30/2021	06/30 EXCAVATION NOTIFICA	317.34	317.34
8/3/2021	0001708	WA ST DEPT OF LABOR &, IN	340156	7/9/2021	BOILER/PRESSURE VESSEL	28.40	28.40
8/3/2021	0004211	CENTURYLINK	6835282-070821	7/8/2021	360-683-5282 747B	127.76	127.76
8/3/2021	0017663	ARAMARK UNIFORM SVCS IN	512000087855	6/29/2021	LAUNDRY SERVICE - PA	16.32	16.32
8/3/2021	0021386	STAPLES ADVANTAGE	3482268505	7/17/2021	OFFICE SUPPLIES	82.38	82.38
8/3/2021	0025990	NONDEPARTMENTAL, CLALL	21MB007-10101	6/30/2021	2021 Q2 POSTAGE	297.98	297.98
8/3/2021	0031890	ADAMICH, COLBY	10953523-07162	7/16/2021	CDL PHYSICAL REIMBURSEM	150.00	150.00

Sub total for U S BANK: 49,628.68

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/3/2021	0000091	ANGELES MILLWORKS & LUM	292697	7/21/2021	Aragon CO2 - PA	92.46	
			292252	7/14/2021	Pressure-treated 2x8 & 2x4 8' -	86.33	
			292671	7/20/2021	Misc. fasteners - PA 1040	31.74	
			292699	7/21/2021	Propane - PA 830	17.07	227.60
8/3/2021	0000099	A-1 AUTO PARTS	1333197	7/13/2021	12 volt AGM sealed v - SQ 110	240.44	
			1330699	6/29/2021	Custom fit heavyweig - SQ 106	138.49	
			1332143	7/7/2021	Hose whip wspr, grease gun - S	28.07	407.00
8/3/2021	0000139	B & P AUTO REPAIR	10338	6/21/2021	A/C check/repair - LC 165	192.05	192.05
8/3/2021	0000599	FORKS OUTFITTERS	24JUNE2021	6/24/2021	Flex tubing - LC	8.66	
			22JUN2021	6/22/2021	Corner brace - LC	6.07	14.73
8/3/2021	0000772	INDUSTRIAL HYDRAULICS INC	A334712	6/29/2021	Repair mower piston motor/sha	998.96	
			A334831	7/6/2021	Shaft keys - PA	39.62	1,038.58
8/3/2021	0000917	LINCOLN INDUSTRIAL CORP	I159233	7/21/2021	Cobra CB radio - PA 904	322.04	322.04
8/3/2021	0001255	PRICE FORD LINCOLN MERCI	5039183	7/1/2021	Rear sus arm asy - PA Stores	149.23	
			5039033-2	6/23/2021	Arm & pivot shaft - PA S329	73.42	
			5039186	7/1/2021	Filter asy - oil - PA Stores	66.32	
			5039364	7/14/2021	Screen asy, gasket - PA MP203	62.23	351.20
8/3/2021	0001258	PORT ANGELES POWER EQU	97971236	7/15/2021	Air filter, oil chg - PA 20-BILL St	82.44	82.44
8/3/2021	0001385	SAFETY-KLEEN CORP	86371725	7/6/2021	MDL solvent, recovery fee-SQ	235.25	235.25
8/3/2021	0001405	LES SCHWAB TIRE CENTERS	38100444333	7/7/2021	Flat repair inside/outside - PA 2	40.26	40.26
8/3/2021	0001551	TACOMA SCREW PRODUCTS	140011386-00	6/30/2021	Air brake fitting; male conns. - F	158.38	158.38
8/3/2021	0001586	TRAFFIC SAFETY SUPPLY CO	INV039710	7/2/2021	Telespar posts - PA Sign Stores	2,182.26	2,182.26
8/3/2021	0001781	WHITEHEADS AUTO PARTS	IN198675	6/23/2021	5/8 x 5 1/2 GB - WE 452	200.18	
			198676	6/23/2021	Bulk trailer wire - LC	65.10	
			199227	6/29/2021	Oil filters - LC Stores	31.18	
			198742	6/23/2021	Primary wire, looms - LC 179	14.67	311.13
8/3/2021	0017663	ARAMARK UNIFORM SVCS	IN512000087852	6/29/2021	Laundry services - PA	35.62	35.62

Bank : apbank U S BANK

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	8/3/2021	0022435	RACE STREET AUTO PARTS	540873	6/21/2021 Oil/fuel/air filters, degreaser -SC	375.20	
			544469	7/14/2021 Transmissiion control solenoid -	367.00		
			543108	7/6/2021 Premium capsules - SQ S340	157.07		
			545110	7/19/2021 Brake pads (front), rotors - PA 5	149.24		
			541510	6/24/2021 Glow plug - SQ 176	147.45		
			543105	7/6/2021 Premium capsules, lamp - SQ	118.32		
			542119	6/29/2021 Air filters, fuel filter - SQ 102	100.80		
			543976	7/12/2021 Parking brake cables - PA CG5	96.41		
			543075	7/6/2021 Blower motor resistor, deicer w	92.65		
			543138	7/6/2021 Fuel & air filters - PA Stores	86.63		
			543302	7/7/2021 Oil, air, & fuel filters - PA Store	74.83		
			544229	7/13/2021 Oil filters - PA Stores	55.88		
			541047	6/22/2021 Shut-off glandhand ser - SQ 24	50.91		
			544103	7/12/2021 Oil filter - PA 20-BILL OPNET S	4.66		
			544272	7/13/2021 Returns: Parking brake cables -	-49.92		
			543599	7/8/2021 Core deposit return - PA 447	-73.98		
			543109	7/6/2021 Return: Premium capsules, lam	-118.32		1,634.83
	8/3/2021	0038262	WILDER AUTO CENTER	5094586	7/14/2021 Mirror, outside rear - PA 104, 2C	466.55	466.55
Sub total for U S BANK:							7,699.92

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/3/2021	0025990	NONDEPARTMENTAL, CLALLA	21MB007-41401	7/20/2021	2021 Q2 POSTAGE	632.78	632.78
8/3/2021	0001140	OLYMPIC PRINTERS INC	28240-41401	7/14/2021	OFFICE SUPPLIES - INV REM	354.96	354.96
8/3/2021	0001781	WHITEHEADS AUTO PARTS IN	200129	7/7/2021	MAINTENANCE SUPPLIES - V	26.03	26.03
8/3/2021	0020614	WOOD HAWK, INC	1916	7/14/2021	WASTE TRANSFER	1,435.00	1,435.00
8/3/2021	0004211	CENTURYLINK	4574719-071421	7/14/2021	360-457-4719 856B	77.09	77.09
8/3/2021	0025990	NONDEPARTMENTAL, CLALLA	21MB0074-4240	6/30/2021	2021 Q2 POSTAGE	184.64	184.64
8/3/2021	0001140	OLYMPIC PRINTERS INC	28240-42401	7/14/2021	OFFICE SUPPLIES - INV REM	118.32	118.32
8/3/2021	0001300	PUBLIC UTILITY DISTRICT	119587-071421	7/14/2021	06/09/21~07/09/21 971 CARLS	692.70	692.70
8/3/2021	0000546	EXPRESS SERVICES, INC	25712491-43401	7/13/2021	07/05/21~07/11/21 BBWA	540.88	540.88
8/3/2021	0025990	NONDEPARTMENTAL, CLALLA	21MB007-43401	6/30/2021	2021 Q2 POSTAGE	37.04	37.04
Sub total for U S BANK:							4,099.44

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Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/3/2021	0000403	COPY CAT GRAPHICS INC	15915	7/14/2021	VEHICLE GRAPHICS S-335	27.13	
			15846	5/11/2021	VEHICLE GRAPHICS S-354	27.13	54.26
8/3/2021	0000546	EXPRESS SERVICES, INC	25712495	7/13/2021	CALL CENTER REPRESENTA	692.85	692.85
8/3/2021	0000628	GALLS LLC	018818548	7/14/2021	UNIFORM - MOON, KITCHEN	2,173.82	
			018774526	7/9/2021	UNIFORM - WENZL	217.58	
			018743979	7/6/2021	UNIFORM - WESSEL	137.07	
			018797563	7/13/2021	UNIFORM - NEWHOUSE	32.53	
			018773177	7/8/2021	UNIFORM - HNAT	16.27	2,577.27
8/3/2021	0001140	OLYMPIC PRINTERS INC	28236	7/1/2021	BUSINESS CARDS - CIB VOLI	108.80	108.80
8/3/2021	0001252	PORT ANGELES, CITY OF	72343	7/16/2021	PENCOM DISPATCH SVCS - 3	65,175.00	65,175.00
8/3/2021	0001255	PRICE FORD LINCOLN MERC	5039336	7/12/2021	REPLACE KEYS FOR S335	21.22	21.22
8/3/2021	0001300	PUBLIC UTILITY DISTRICT	88052-Jul21	7/13/2021	UTILITIES - KITFOX	46.69	46.69
8/3/2021	0001543	SWANSONS SERVICES CORP	1470968	7/15/2021	INDIGENT PACKS	50.00	
			1468612	7/8/2021	INDIGENT PACKS	30.00	80.00
8/3/2021	0001828	NIKOLA ENGINEERING INC	48599	7/16/2021	ENDPOINTS 7/1/21 - 7/31/21	1,198.50	1,198.50
8/3/2021	0004211	CENTURYLINK	360-457-9044-JL	7/14/2021	TELEPHONE SERVICE 7/14/2	66.74	
			360-457-2911-JL	7/14/2021	TELEPHONE SERVICE 7/14/2	64.37	
			206-Z14-0050-JL	7/14/2021	TELEPHONE SERVICE 7/14/2	64.05	195.16
8/3/2021	0005477	WENZL, DON	9040560	7/20/2021	GASOLINE	11.00	11.00
8/3/2021	0022435	RACE STREET AUTO PARTS	543959	7/12/2021	OIL	23.44	23.44
8/3/2021	0032992	STYLER EMBROIDERY & DESI	011793	7/17/2021	EMBROIDERY ON SHIRTS	110.67	110.67
8/3/2021	0037042	OFFICE DEPOT	180678876001	7/1/2021	OFFICE SUPPLIES	340.18	
			182103199001	7/12/2021	OFFICE SUPPLIES	171.79	
			180679088001	7/1/2021	OFFICE SUPPLIES	113.06	
			182216985001	7/14/2021	OFFICE SUPPLIES	76.28	
			180679077001	7/1/2021	OFFICE SUPPLIES	35.16	
			180679074001	7/1/2021	OFFICE SUPPLIES	14.66	751.13
8/3/2021	0038673	IP ACCESS INTERNATIONAL II	09020942	7/15/2021	IPA SELECT NETWORK BACK	3,600.00	
			09020943	7/15/2021	IPA SELECT NETWORK BACK	3,600.00	7,200.00
8/3/2021	0041407	911 SUPPLY INC	INV-2-11673	7/8/2021	UNIFORM - WESSEL	88.38	88.38
8/3/2021	0041605	HOME DEPOT PRO	627593452	7/8/2021	JAIL & KITCHEN SUPPLIES	852.03	
			628436172	7/13/2021	JAIL SUPPLIES	233.83	1,085.86
8/3/2021	0044890	BRITE COMPUTERS	INV22358	6/10/2021	S410 GAMBER JOHNSON VEI	772.66	772.66

Sub total for U S BANK: 80,192.89

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07/27/2021 11:21:41AM

Final Check List
CLALLAM COUNTY

Sheriff Jail Med

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/3/2021	0001136	OLYMPIC MEDICAL CENTER	OMC 7.22.21	7/22/2021	INMATE MEDICAL	2,987.13	2,987.13
8/3/2021	0004826	OLYMPIC MEDICAL PHYSICIAN	71227207530	7/22/2021	INMATE MEDICAL	46.85	
			71227226350	7/22/2021	INMATE MEDICAL	24.80	
			71227226340	7/22/2021	INMATE MEDICAL	24.80	
			71227183571	7/22/2021	INMATE MEDICAL	24.80	121.25
8/3/2021	0037244	CORNERSTONE PROSTHETIC	125353	7/13/2021	INMATE MEDICAL	84.53	84.53
8/3/2021	0041537	MCKESSON MEDICAL-SURGICAL	18321495	7/13/2021	CLINIC SUPPLIES	31.55	
			18306256	7/8/2021	CLINIC SUPPLIES	11.87	
			18292660	7/4/2021	CLINIC SUPPLIES	7.20	
			18293318	7/5/2021	CLINIC SUPPLIES	4.69	55.31
Sub total for U S BANK:							3,248.22

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/3/2021	0003914	SMITH, GERALDINE "JJ"	SMI1716528	7/16/2021	6/02/21 - ST. V. HICKLIN,	17.84	17.84
8/3/2021	0043229	CLEMENS, MELISSA	CLE1716526	7/16/2021	6/03/21 - ST. V. HICKLIN,	12.24	12.24
8/3/2021	0045486	LOW, MARIAH	LOW1716513	7/16/2021	6/28/21-ST. V. DIETZ, 19-1-004	115.28	
			LOW1716535	7/16/2021	6/28/21 - ST. V. DIETZ, 19-1-00	40.80	156.08
8/3/2021	0045487	O'KEEFE, GRANT	OKE1716514	7/16/2021	6/30/21, ST.V. DIETZ, 19-1-004	104.08	
			OKE1716536	7/16/2021	6/30/21 - ST. V. DIETZ, 19-1-00	40.80	144.88
8/3/2021	0045488	CRAYTON, RAIFE	CRA1716515	7/16/2021	6/24/21 - ST.V. DIETZ, 19-1-00	10.00	10.00
8/3/2021	0045489	KOLINKSY, DAVID	KOL1716516	7/16/2021	6/23/21-6/24/21 - ST.V. DIETZ,	32.32	32.32
8/3/2021	0045491	RUBY, REBECCA	RUB1716517	7/16/2021	6/23/21 - ST. V. DIETZ, 19-1-00	26.80	26.80
8/3/2021	0045492	TATEREK, AMBER	TAT1716518	7/16/2021	6/23/21 - ST. V. DIETZ, 19-1-00	13.36	13.36
8/3/2021	0045493	CICELSKI, JACK	CIC1716519	7/16/2021	6/23/21 - ST. V. DIETZ, 19-1-00	10.00	10.00
8/3/2021	0045494	ZEPPA, KAREN	ZEP1716520	7/16/2021	6/23/21 - ST.V. DIETZ, 19-1-00	10.00	10.00
8/3/2021	0045495	FULLER, BONNIE	FUL1716521	7/16/2021	6/07/21-6/08/21 - IN RE STARK	58.08	58.08
8/3/2021	0045496	TURMAN, LINDA	TUR1716522	7/16/2021	6/07/21-6/08/21 - IN RE STARK	24.48	24.48
8/3/2021	0045497	STARKS, KEN	STA1716423	7/16/2021	6/07/21-6/08/21 - IN RE STARK	58.08	58.08
8/3/2021	0045498	HAWTHORN, KATHLEEN	HAW1716524	7/16/2021	6/02/21 - ST. V. HICKLIN,	10.00	10.00
8/3/2021	0045499	NUGENT, PAT	NUG1716525	7/16/2021	6/03/21, 6/07/21 - ST. V. HICKL	20.00	20.00
8/3/2021	0045500	MESSERSMITH, ASHLEY	MES1716527	7/16/2021	6/02/21 - ST. V. HICKLIN, 20-1-	26.80	26.80
8/3/2021	0045501	ANDERSON, NATALIE	AND1716530	7/16/2021	5/27/21 - ST. V. SCHNEIDER,	25.68	
			BD1716529	7/16/2021	5/27/21 - ST. V. SCHNEIDER,	10.00	35.68
8/3/2021	0045502	DAHL, RYLAN	DAH1716531	7/16/2021	5/27/21 - ST. V. SCHNEIDER,	13.36	13.36
8/3/2021	0045503	DAVIS, MATTHEW	DAV1716532	7/16/2021	5/25/21 - ST. V. BRENNER-HO	28.81	28.81
8/3/2021	0045505	BECHTOLD, KENNETH	BEC1716533	7/16/2021	5/20/21 - ST. V. BENSON, 20-1	60.40	60.40
8/3/2021	0045506	LONG, ROBIN	LON1716534	7/16/2021	5/11/21-5/13/21 - ST. V. DELG/	30.00	30.00
Sub total for U S BANK:							799.21

Treasurer

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/3/2021	0000331	CLALLAM COUNTY AUDITOR	21-131490	7/22/2021	DFL REMOVAL RECORDING 2	104.50	
			21-132192	7/22/2021	CURRENT USE REMOVAL RE	104.50	
			21-132193	7/22/2021	DFL REMOVAL RECORDING 2	104.50	313.50
8/3/2021	0028699	SOUND PUBLISHING INC	PDN930930	7/22/2021	ON-LINE AUCTION HEARING	262.28	
			PDN932117	7/22/2021	PUBLIC AUCTION LISTING	164.32	426.60
8/3/2021	0037042	OFFICE DEPOT	179087141001	7/22/2021	OFFICE SUPPLIES	112.63	
			178910050001	7/22/2021	OFFICE SUPPLIES	55.02	
			179087141002	7/22/2021	OFFICE SUPPLIES	35.89	
			178836669001	7/22/2021	OFFICE SUPPLIES	23.58	
			179179971001	7/22/2021	OFFICE SUPPLIES	17.61	244.73
8/3/2021	0040381	ACI PAYMENTS INC	1000051126	7/22/2021	ON-LINE PAYMENT RETURN I	4.00	4.00
Sub total for U S BANK:							988.83

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/21/2021	0001036	MURREYS OLYMPIC DISPOS	ASM7415 7/21/21	7/21/2021	UTILITIES	95.33	95.33
7/21/2021	0001252	PORT ANGELES, CITY OF	ID2167 7/21/21	7/21/2021	UTILITIES	171.71	171.71
7/21/2021	0001300	PUBLIC UTILITY DISTRICT	HJ3974 7/21/21	7/21/2021	UTILITIES	254.32	
			MS0748 7/21/21	7/21/2021	UTILITIES	146.71	401.03
7/21/2021	0020849	U S BANK	BR4125 7/21/21	7/21/2021	FOOD	150.00	
			LT4801 7/21/21	7/21/2021	FOOD	150.00	
			FJ0239 7/21/21	7/21/2021	FUEL	100.00	
			LV9835 7/21/21	7/21/2021	FOOD	100.00	
			FJ0239 7/21/21	7/21/2021	FOOD	50.00	
			LV9835 7/21/21	7/21/2021	FUEL	50.00	600.00
7/21/2021	0045605	PHH MORTGAGE SERVICES	MS0748 7/21/21	7/21/2021	MORTGAGE	691.07	691.07
7/21/2021	0045606	MEADOWBROOK WATER CO	SM7415 7/21/21	7/21/2021	UTILITIES	125.00	125.00
Sub total for U S BANK:							2,084.14

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Final Check List
CLALLAM COUNTY

WSU Ext

Page: 1

Bank : apbank U S BANK

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
	8/3/2021	0045254	SLEDGEHAMMER MARKETIN(3	8/2/2021	SLEDGEHAMMER MARKETIN	1,275.00	1,275.00
Sub total for U S BANK:							1,275.00



16
8/13/21

Payroll Ending: 7/15/2021

Gross Earnings:	\$748,242.45
Benefits Paid:	\$153,123.29
Total Expenditures:	\$901,365.74

STATE OF WASHINGTON)
COUNTY OF CLALLAM)

This is to certify that the foregoing 'Labor Distribution Totals by Fund' Report for the period herein indicated is a full, true, and correct representation of the earnings and benefits paid to all Clallam County employees as recorded in the books of original entry maintained by this office.

WITNESS MY HAND THIS 23rd DAY OF July 2021


SANDRA L. WILLIAMS, CHIEF DEPUTY FOR
SHOONA RIGGS, CLALLAM COUNTY AUDITOR

CLALLAM COUNTY BOARD OF COMMISSIONERS does hereby certify that the payroll herein specified has been disbursed and that the earnings and benefits listed above are approved for payment:

BOARD OF COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

RANDY JOHNSON

MARK OZIAS

BILL PEACH

(County Administrator)

COPY

Payroll and Benefits Paid for semi-monthly payroll: July 1-15, 2021

Fund Name	Fund Number	Gross Earnings Paid by Fund #	Benefits Paid by Fund #	Employee s Paid by Fund #	Total Expenditures
COUNTY (Semi-Monthly)					
General Fund	00100	522,021.56	104,248.93	190	626,270.49
Sheriff: Boating Safety	11003	1,145.43	169.00	1	1,314.43
HHS	11301	23,368.91	4,925.38	12	28,294.29
HHS-Alcohol/Drug	11321				0.00
HHS-Homeless Task Force	11322	710.41	146.04	1	856.45
HHS-CD/MH	11323	710.43	145.99	1	856.42
HHS-Dev Disabilities	11331				0.00
Prosecutor-Local Crime Victim	11701	2,487.61	513.77	1	3,001.38
Treasurer- O&M	12201	1,183.91	246.16	1	1,430.07
Auditor-Doc Preservation	12401	1,972.27	407.96	2	2,380.23
Noxious Weed Control	13001	1,783.71	404.33	1	2,188.04
Veterans Relief	19914	4,253.76	882.20	2	5,135.96
Lwr Dungeness Floodplain	30301	562.90	115.94	1	678.84
HR-Risk Management	50401	12,030.50	2,678.24	4	14,708.74
HR-Workers Compensation	50501	1,497.83	327.65	2	1,825.48
Wellness Benefit/Transit Passes	50601				0.00
		573,729.23	115,211.59	688,940.82	
ROADS					
PW - Roads	10101	148,812.52	32,338.62	61	181,151.14
PW - Flood Control	10135	3,077.65	670.52	4	3,748.17
Dungeness Reservoir	30401				0.00
PW - Carlsborg Sewer Project	30801				0.00
PW - Solid Waste	40201	77.49	15.97	1	93.46
Clallam Bay/Sekiu Sewer	41401	9,712.29	2,050.13	10	11,762.42
PW - Carlsborg Sewer M&O	42401	782.63	166.04	4	948.67
ER&R	50301	12,050.64	2,670.42	10	14,721.06
Wellness Benefit/Transit Passes	50601				0.00
		174,513.22	37,911.70	212,424.92	
TOTALS		748,242.45	153,123.29	901,365.74	

Prepared by:

Angela D Klahn, Deputy Auditor

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Check Date: 07/23/2021

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/01/2021 to 07/15/2021-2 Cycle sc

Semi-Monthly Page: 1

Fund Worked : 00100
Emps : 190

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		394,165.88	13,018.00	h	HOLIDAY		36,589.72	1,187.94
v	VACATION		32,397.43	986.25	fh	FLOATING HOLIDAY		14,040.99	459.75
s	SICK		14,014.80	452.80	o15s	OVERTIME X 1.5 - SHERIFF DEPT		13,747.90	288.01
vp	VACATION PAYOFF		5,074.51	200.02	spr	SICK PAYOFF RETIREMENT 20%		2,459.06	484.64
ohjd	OT HOLIDAY - JUV DETENTION		1,258.53	36.00	cu	COMP USED		1,072.55	36.75
accred	ACCREDITATION PAY		999.45		hazpay	HAZARD PAY		933.78	
covid	covid SICK		690.37	27.00	auto	AUTO ALLOWANCE CONTRACTUAL		680.00	
aute	AUTO ALLOWANCE ELECTED		680.00		bsba	BS/BA EDUCATION INCENTIVE		557.74	
flxu	FLEX TIME USED (NO RUN BAL)		526.62	15.50	oth	OVERTIME X 1.5 - HOURLY		518.08	37.75
o15j	OVERTIME x 1.5 - JUV DETENTION		355.40	9.25	aaas	AA/AS EDUCATION INCENTIVE		291.66	
phsm	PHONE STIPEND SMART PHONE		280.00		uapr	URINE ANALYSIS PREMIUM		200.00	
asp	SHERIFF ACTING SUPERVISOR PAY		132.56	87.50	aspd	SHERIFF ACTING SUP PAY DEPUTY		106.02	60.00
oc1	ON CALL SHIFT DAY		97.05	3.00	aspi	ACTING SUPERVISOR PAY JUVENILE		60.96	48.00
cp	COMP TIME PAID - COUNTY		51.36	1.88	retr	RETRO PAY		39.14	
					Totals:			522,021.56	17,440.04

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	47,517.38
pers2	PERS 2 RETIREMENT	21,330.14
medtx	MEDICARE TAX	7,510.22
leoff2	LEOFF 2 RETIREMENT	4,641.10
pers3	PERS 3 RETIREMENT	2,971.43
udteam	UNION DUES - TEAMSTERS	2,718.21
dshs	DSHS CHILD SUPPORT	962.38
n457	NATIONWIDE 457	706.09
udpd	UNION DUES - 1619 D	451.05
pers1	PERS 1 RETIREMENT	395.64
udlc	UNION DUES - 1619 LC	286.04
udps	UNION DUES - 1619 S	34.88
garnfe	GARNISHMENT FEE	1.50
leofcu	LEOFF RETIREMENT CATCH UP	0.07

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	32,112.55
401a	401A DEFERRED COMPENSATION	10,265.18
icm457	ICMA DEFERRED COMP	7,273.94
psers	PSERS RETIREMENT	3,924.65
h457	MASSMUTUAL 457	2,788.04
fmlatx	WA Paid Family & Medical Leave	1,311.93
l&i	L&I - SELF INSURED	710.75
rth457	ROTH-ICMA DEFERRED COMP	620.69
udcd	UNION DUES - 1619 CD C	436.95
udmp	UNION DUES - 1619 MP	349.56
udtint	TEAMSTERS INIT FEE or ADJ	100.00
udcs	UNION DUES - 1619 CS	29.13
perscu	PERS RETIREMENT CATCH UP	1.39
Totals:		149,450.89

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	34,374.48
401a	401A DEFERRED COMPENSATION	9,391.87

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	32,112.55
medtx	MEDICARE TAX	7,510.22

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07/19/2021 10:25:04AM
Check Date: 07/23/2021

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/01/2021 to 07/15/2021-2 Cycle sc

Page: 2

Fund Worked : 00100
Emps : 190

Benefit Code and Description	Amount
psers PSERS RETIREMENT	6,273.40
pers3 PERS 3 RETIREMENT	4,590.86
fmlatx WA Paid Family & Medical Leave	759.77
unemp UNEMPLOYMENT	478.10
leofcu LEOFF RETIREMENT CATCH UP	0.03

Benefit Code and Description	Amount
l&i L&I - SELF INSURED	5,195.61
leoff2 LEOFF 2 RETIREMENT	2,883.69
pers1 PERS 1 RETIREMENT	675.88
perscu PERS RETIREMENT CATCH UP	2.47

Totals: 104,248.93

Gross Earnings by Fund: 522,021.56 17,440.04

Total Fund Deductions: 149,450.89

Fund Net: 372,570.67

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07/19/2021 10:25:04AM
Check Date: 07/23/2021

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/01/2021 to 07/15/2021-2 Cycle sc

Page: 3

Fund Worked : 11003
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
o15s	OVERTIME X 1.5 - SHERIFF DEPT		1,145.43	22.25					
					Totals:			1,145.43	22.25
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
fedtx	FEDERAL WITHHOLDING TAX		173.64		leoff2	LEOFF 2 RETIREMENT		97.71	
socsec	SOCIAL SECURITY		71.02		401a	401A DEFERRED COMPENSATION		21.99	
medtx	MEDICARE TAX		16.61		udpd	UNION DUES - 1619 D		8.89	
fmlatx	WA Paid Family & Medical Leave		2.90		l&i	L&I - SELF INSURED		1.04	
					Totals:			393.80	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
socsec	SOCIAL SECURITY		71.02		leoff2	LEOFF 2 RETIREMENT		60.71	
l&i	L&I - SELF INSURED		17.83		medtx	MEDICARE TAX		16.61	
fmlatx	WA Paid Family & Medical Leave		1.68		unemp	UNEMPLOYMENT		1.15	
					Totals:			169.00	
					Gross Earnings by Fund:			1,145.43	22.25
					Total Fund Deductions:			393.80	
					Fund Net:			751.63	

Page: 3

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07/19/2021 10:25:04AM
Check Date: 07/23/2021

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/01/2021 to 07/15/2021-2 Cycle sc

Page: 4

Fund Worked : 11301
Emps : 12

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		19,429.98	755.30	h	HOLIDAY		2,016.92	79.20
s	SICK		581.70	23.43	v	VACATION		509.84	23.43
fl	FUNERAL LEAVE		482.52	16.00	oth	OVERTIME X 1.5 - HOURLY		164.50	13.50
fh	FLOATING HOLIDAY		147.23	8.00	cu	COMP USED		36.22	1.50
					Totals:			23,368.91	920.36

Deduction Code and Description			Amount	Deduction Code and Description			Amount
socsec	SOCIAL SECURITY		1,448.86	pers2	PERS 2 RETIREMENT		1,398.93
fedtx	FEDERAL WITHHOLDING TAX		1,280.17	icm457	ICMA DEFERRED COMP		1,269.69
401a	401A DEFERRED COMPENSATION		734.10	medtx	MEDICARE TAX		338.84
udteam	UNION DUES - TEAMSTERS		203.90	pers3	PERS 3 RETIREMENT		137.30
fmlatx	WA Paid Family & Medical Leave		59.21	udmp	UNION DUES - 1619 MP		58.26
udtint	TEAMSTERS INIT FEE or ADJ		50.00	l&i	L&I - SELF INSURED		39.43
				Totals:			7,018.69

Benefit Code and Description			Amount	Benefit Code and Description			Amount
pers2	PERS 2 RETIREMENT		2,254.59	socsec	SOCIAL SECURITY		1,448.86
401a	401A DEFERRED COMPENSATION		420.91	medtx	MEDICARE TAX		338.84
l&i	L&I - SELF INSURED		263.76	pers3	PERS 3 RETIREMENT		140.73
fmlatx	WA Paid Family & Medical Leave		34.31	unemp	UNEMPLOYMENT		23.38
				Totals:			4,925.38
				Gross Earnings by Fund:			23,368.91
				Total Fund Deductions:			7,018.69
				Fund Net:			16,350.22

Gross Earnings by Fund: 23,368.91 920.36

Total Fund Deductions: 7,018.69

Fund Net: 16,350.22

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07/19/2021 10:25:04AM
Check Date: 07/23/2021

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/01/2021 to 07/15/2021-2 Cycle sc

Page: 5

Fund Worked : 11322
Emps : 1

Earnings Code & Description		Amount	Hours	Earnings Code & Description		Amount	Hours
r	REGULAR	526.71	18.35	fh	FLOATING HOLIDAY	100.46	3.50
h	HOLIDAY	68.89	2.40	s	SICK	14.35	0.50
				Totals:		710.41	24.75

Deduction Code and Description		Amount
pers2	PERS 2 RETIREMENT	45.18
401a	401A DEFERRED COMPENSATION	21.31
udteam	UNION DUES - TEAMSTERS	16.26
fmlatx	WA Paid Family & Medical Leave	1.82

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	44.05
fedtx	FEDERAL WITHHOLDING TAX	21.06
medtx	MEDICARE TAX	10.31
l&i	L&I - SELF INSURED	0.94
Totals:		160.93

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	72.82
401a	401A DEFERRED COMPENSATION	14.22
l&i	L&I - SELF INSURED	2.89
unemp	UNEMPLOYMENT	0.71

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	44.05
medtx	MEDICARE TAX	10.31
fmlatx	WA Paid Family & Medical Leave	1.04
Totals:		146.04

Gross Earnings by Fund:	710.41	24.75
Total Fund Deductions:	160.93	
Fund Net:	549.48	

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07/19/2021 10:25:04AM
Check Date: 07/23/2021

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/01/2021 to 07/15/2021-2 Cycle sc

Page: 6

Fund Worked : 11323
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		526.72	18.35	fh	FLOATING HOLIDAY		100.47	3.50
h	HOLIDAY		68.89	2.40	s	SICK		14.35	0.50
					Totals:			710.43	24.75

Deduction Code and Description			Amount	Deduction Code and Description			Amount
pers2	PERS 2 RETIREMENT		45.19	socsec	SOCIAL SECURITY		44.04
401a	401A DEFERRED COMPENSATION		21.32	fedtx	FEDERAL WITHHOLDING TAX		21.06
udteam	UNION DUES - TEAMSTERS		16.24	medtx	MEDICARE TAX		10.29
fmlatx	WA Paid Family & Medical Leave		1.78	l&i	L&I - SELF INSURED		0.95
				Totals:			160.87

Benefit Code and Description			Amount	Benefit Code and Description			Amount
pers2	PERS 2 RETIREMENT		72.82	socsec	SOCIAL SECURITY		44.04
401a	401A DEFERRED COMPENSATION		14.20	medtx	MEDICARE TAX		10.29
l&i	L&I - SELF INSURED		2.89	fmlatx	WA Paid Family & Medical Leave		1.04
unemp	UNEMPLOYMENT		0.71				
				Totals:			145.99

Gross Earnings by Fund:	710.43	24.75
Total Fund Deductions:	160.87	
Fund Net:	549.56	

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07/19/2021 10:25:04AM
Check Date: 07/23/2021

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/01/2021 to 07/15/2021-2 Cycle sc

Page: 7

Fund Worked : 11701
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		2,295.35	95.50	h	HOLIDAY		192.26	8.00
					Totals:			2,487.61	103.50
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		232.33	pers2	PERS 2 RETIREMENT		158.21		
socsec	SOCIAL SECURITY		154.23	401a	401A DEFERRED COMPENSATION		124.38		
medtx	MEDICARE TAX		36.07	udmp	UNION DUES - 1619 MP		29.13		
fmlatx	WA Paid Family & Medical Leave		6.30	l&i	L&I - SELF INSURED		4.13		
				Totals:			744.78		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		254.98	socsec	SOCIAL SECURITY		154.23		
401a	401A DEFERRED COMPENSATION		49.75	medtx	MEDICARE TAX		36.07		
l&i	L&I - SELF INSURED		12.60	fmlatx	WA Paid Family & Medical Leave		3.65		
unemp	UNEMPLOYMENT		2.49						
				Totals:			513.77		
				Gross Earnings by Fund:			2,487.61	103.50	
				Total Fund Deductions:			744.78		
				Fund Net:			1,742.83		

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07/19/2021 10:25:04AM
Check Date: 07/23/2021

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/01/2021 to 07/15/2021-2 Cycle sc

Page: 8

Fund Worked : 12201
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		1,076.28	48.00	h	HOLIDAY		107.63	4.80
					Totals:			1,183.91	52.80
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
fedtx	FEDERAL WITHHOLDING TAX		82.23		pers2	PERS 2 RETIREMENT		75.30	
socsec	SOCIAL SECURITY		73.40		401a	401A DEFERRED COMPENSATION		35.52	
medtx	MEDICARE TAX		17.17		udteam	UNION DUES - TEAMSTERS		15.00	
fmlatx	WA Paid Family & Medical Leave		3.00		l&i	L&I - SELF INSURED		2.51	
					Totals:			304.13	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
pers2	PERS 2 RETIREMENT		121.35		socsec	SOCIAL SECURITY		73.40	
401a	401A DEFERRED COMPENSATION		23.67		medtx	MEDICARE TAX		17.17	
l&i	L&I - SELF INSURED		7.66		fmlatx	WA Paid Family & Medical Leave		1.73	
unemp	UNEMPLOYMENT		1.18		Totals:			246.16	
					Gross Earnings by Fund:			1,183.91	52.80
					Total Fund Deductions:			304.13	
					Fund Net:			879.78	

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07/19/2021 10:25:04AM
Check Date: 07/23/2021

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/01/2021 to 07/15/2021-2 Cycle sc

Page: 9

Fund Worked : 12401
Emps : 2

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		1,525.87	67.19	fh	FLOATING HOLIDAY		243.78	12.00
h	HOLIDAY		179.30	8.00	v	VACATION		14.35	0.50
s	SICK		8.97	0.31					
					Totals:			1,972.27	88.00
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		158.66	401a	401A DEFERRED COMPENSATION		134.08		
socsec	SOCIAL SECURITY		122.29	pers3	PERS 3 RETIREMENT		113.97		
pers2	PERS 2 RETIREMENT		40.16	medtx	MEDICARE TAX		28.60		
udteam	UNION DUES - TEAMSTERS		25.39	icm457	ICMA DEFERRED COMP		25.00		
fmlatx	WA Paid Family & Medical Leave		5.01	l&i	L&I - SELF INSURED		3.48		
				Totals:			656.64		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers3	PERS 3 RETIREMENT		137.42	socsec	SOCIAL SECURITY		122.29		
pers2	PERS 2 RETIREMENT		64.73	401a	401A DEFERRED COMPENSATION		39.45		
medtx	MEDICARE TAX		28.60	l&i	L&I - SELF INSURED		10.62		
fmlatx	WA Paid Family & Medical Leave		2.88	unemp	UNEMPLOYMENT		1.97		
				Totals:			407.96		
				Gross Earnings by Fund:			1,972.27	88.00	
				Total Fund Deductions:			656.64		
				Fund Net:			1,315.63		

Page: 9

pyLDFnd
07/19/2021 10:25:04AM
Check Date: 07/23/2021

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/01/2021 to 07/15/2021-2 Cycle sc

Page: 10

Fund Worked : 13001
Emps : 1

Earnings Code & Description	Amount	Hours	Earnings Code & Description	Amount	Hours
r REGULAR	1,585.52	80.00	h HOLIDAY	198.19	10.00
			Totals:	1,783.71	90.00

Deduction Code and Description	Amount
pers2 PERS 2 RETIREMENT	113.44
401a 401A DEFERRED COMPENSATION	53.51
medtx MEDICARE TAX	25.86
fmlatx WA Paid Family & Medical Leave	4.52

Deduction Code and Description	Amount
socsec SOCIAL SECURITY	110.59
fedtx FEDERAL WITHHOLDING TAX	36.26
udteam UNION DUES - TEAMSTERS	22.50
l&i L&I - SELF INSURED	4.13
Totals:	370.81

Benefit Code and Description	Amount
pers2 PERS 2 RETIREMENT	182.83
l&i L&I - SELF INSURED	44.98
medtx MEDICARE TAX	25.86
unemp UNEMPLOYMENT	1.78

Benefit Code and Description	Amount
socsec SOCIAL SECURITY	110.59
401a 401A DEFERRED COMPENSATION	35.67
fmlatx WA Paid Family & Medical Leave	2.62
Totals:	404.33

Gross Earnings by Fund:	1,783.71	90.00
Total Fund Deductions:	370.81	
Fund Net:	1,412.90	

pyLDFnd
07/19/2021 10:25:04AM
Check Date: 07/23/2021

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/01/2021 to 07/15/2021-2 Cycle sc

Page: 11

Fund Worked : 19914
Emps : 2

Earnings Code & Description	Amount	Hours	Earnings Code & Description	Amount	Hours
r REGULAR	3,846.77	143.00	h HOLIDAY	406.99	15.00
			Totals:	4,253.76	158.00
Deduction Code and Description	Amount		Deduction Code and Description	Amount	
pers2 PERS 2 RETIREMENT	270.54		socsec SOCIAL SECURITY	263.74	
fedtx FEDERAL WITHHOLDING TAX	173.98		401a 401A DEFERRED COMPENSATION	172.23	
medtx MEDICARE TAX	61.68		udmp UNION DUES - 1619 MP	29.13	
udteam UNION DUES - TEAMSTERS	26.00		fmlatx WA Paid Family & Medical Leave	10.77	
l&i L&I - SELF INSURED	8.26		Totals:	1,016.33	
Benefit Code and Description	Amount		Benefit Code and Description	Amount	
pers2 PERS 2 RETIREMENT	436.02		socsec SOCIAL SECURITY	263.74	
401a 401A DEFERRED COMPENSATION	85.07		medtx MEDICARE TAX	61.68	
l&i L&I - SELF INSURED	25.20		fmlatx WA Paid Family & Medical Leave	6.24	
unemp UNEMPLOYMENT	4.25		Totals:	882.20	
			Gross Earnings by Fund:	4,253.76	158.00
			Total Fund Deductions:	1,016.33	
			Fund Net:	3,237.43	

pyLDFnd
07/19/2021 10:25:04AM
Check Date: 07/23/2021

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/01/2021 to 07/15/2021-2 Cycle sc

Page: 12

Fund Worked : 30301
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		358.20	11.20	v	VACATION		153.52	4.80
h	HOLIDAY		51.18	1.60					
					Totals:			562.90	17.60
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
icm457	ICMA DEFERRED COMP		60.00	fedtx	FEDERAL WITHHOLDING TAX		56.39		
pers2	PERS 2 RETIREMENT		35.80	socsec	SOCIAL SECURITY		34.90		
401a	401A DEFERRED COMPENSATION		16.90	medtx	MEDICARE TAX		8.16		
fmlatx	WA Paid Family & Medical Leave		1.43	l&i	L&I - SELF INSURED		0.84		
				Totals:			214.42		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		57.71	socsec	SOCIAL SECURITY		34.90		
401a	401A DEFERRED COMPENSATION		11.25	medtx	MEDICARE TAX		8.16		
l&i	L&I - SELF INSURED		2.52	fmlatx	WA Paid Family & Medical Leave		0.84		
unemp	UNEMPLOYMENT		0.56						
				Totals:			115.94		
				Gross Earnings by Fund:			562.90	17.60	
				Total Fund Deductions:			214.42		
				Fund Net:			348.48		

pyLDFnd
07/19/2021 10:25:04AM
Check Date: 07/23/2021

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/01/2021 to 07/15/2021-2 Cycle sc

Page: 13

Fund Worked : 50401
Emps : 4

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		10,514.88	252.88	h	HOLIDAY		1,057.77	26.00
v	VACATION		287.85	8.00	auto	AUTO ALLOWANCE CONTRACTUAL		170.00	
					Totals:			12,030.50	286.88
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		1,413.07	h457	MASSMUTUAL 457		1,012.21		
socsec	SOCIAL SECURITY		785.37	pers2	PERS 2 RETIREMENT		369.48		
medtx	MEDICARE TAX		183.67	icm457	ICMA DEFERRED COMP		162.73		
401a	401A DEFERRED COMPENSATION		140.73	fmlatx	WA Paid Family & Medical Leave		30.48		
l&i	L&I - SELF INSURED		13.42						
				Totals:			4,111.16		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
socsec	SOCIAL SECURITY		785.37	h457	MASSMUTUAL 457		620.25		
pers2	PERS 2 RETIREMENT		595.47	401a	401A DEFERRED COMPENSATION		358.24		
medtx	MEDICARE TAX		183.67	l&i	L&I - SELF INSURED		105.71		
fmlatx	WA Paid Family & Medical Leave		17.66	unemp	UNEMPLOYMENT		11.87		
				Totals:			2,678.24		
				Gross Earnings by Fund:			12,030.50		286.88
				Total Fund Deductions:			4,111.16		
				Fund Net:			7,919.34		

pyLDFnd
07/19/2021 10:25:04AM
Check Date: 07/23/2021

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/01/2021 to 07/15/2021-2 Cycle sc

Page: 14

Fund Worked : 50501
Emps : 2

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		1,079.24	20.87	v	VACATION		287.85	8.00
h	HOLIDAY		130.74	2.80					
					Totals:			1,497.83	31.67

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	152.44
401a	401A DEFERRED COMPENSATION	102.49
socsec	SOCIAL SECURITY	93.18
fmlatx	WA Paid Family & Medical Leave	3.80

Deduction Code and Description		Amount
icm457	ICMA DEFERRED COMP	112.32
pers2	PERS 2 RETIREMENT	94.10
medtx	MEDICARE TAX	21.79
l&i	L&I - SELF INSURED	1.43
Totals:		581.55

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	153.55
401a	401A DEFERRED COMPENSATION	51.02
l&i	L&I - SELF INSURED	4.41
unemp	UNEMPLOYMENT	1.50

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	93.18
medtx	MEDICARE TAX	21.79
fmlatx	WA Paid Family & Medical Leave	2.20
Totals:		327.65

Gross Earnings by Fund:	1,497.83	31.67
Total Fund Deductions:	581.55	
Fund Net:	916.28	

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/01/2021 to 07/15/2021-2 Cycle sc

Fund Worked : - Totals -
Emps : 208

Earnings Code & Description	Amount	Hours	Earnings Code & Description	Amount	Hours
r REGULAR	436,931.40	14,528.64	h HOLIDAY	41,068.48	1,348.14
v VACATION	33,650.84	1,030.98	o15s OVERTIME X 1.5 - SHERIFF DEPT	14,893.33	310.26
s SICK	14,634.17	477.54	fh FLOATING HOLIDAY	14,632.93	486.75
vp VACATION PAYOFF	5,074.51	200.02	spr SICK PAYOFF RETIREMENT 20%	2,459.06	484.64
ohjd OT HOLIDAY - JUV DETENTION	1,258.53	36.00	cu COMP USED	1,108.77	38.25
accred ACCREDITATION PAY	999.45		hazpay HAZARD PAY	933.78	
auto AUTO ALLOWANCE CONTRACTUAL	850.00		covid covid SICK	690.37	27.00
oth OVERTIME X 1.5 - HOURLY	682.58	51.25	aute AUTO ALLOWANCE ELECTED	680.00	
bsba BS/BA EDUCATION INCENTIVE	557.74		flxu FLEX TIME USED (NO RUN BAL)	526.62	15.50
fl FUNERAL LEAVE	482.52	16.00	o15j OVERTIME x 1.5 - JUV DETENTION	355.40	9.25
aaas AA/AS EDUCATION INCENTIVE	291.66		phsm PHONE STIPEND SMART PHONE	280.00	
uapr URINE ANALYSIS PREMIUM	200.00		asp SHERIFF ACTING SUPERVISOR PAY	132.56	87.50
aspd SHERIFF ACTING SUP PAY DEPUTY	106.02	60.00	oc1 ON CALL SHIFT DAY	97.05	3.00
aspj ACTING SUPERVISOR PAY JUVENILE	60.96	48.00	cp COMP TIME PAID - COUNTY	51.36	1.88
retr RETRO PAY	39.14				
			Totals:	573,729.23	19,260.60

Deduction Code and Description	Amount
fedtx FEDERAL WITHHOLDING TAX	51,318.67
pers2 PERS 2 RETIREMENT	23,976.47
icm457 ICMA DEFERRED COMP	8,903.68
leoff2 LEOFF 2 RETIREMENT	4,738.81
h457 MASSMUTUAL 457	3,800.25
udteam UNION DUES - TEAMSTERS	3,043.50
dshs DSHS CHILD SUPPORT	962.38
n457 NATIONWIDE 457	706.09
udmp UNION DUES - 1619 MP	466.08
udcd UNION DUES - 1619 CD C	436.95
udlc UNION DUES - 1619 LC	286.04
udps UNION DUES - 1619 S	34.88
garnfe GARNISHMENT FEE	1.50
leofcu LEOFF RETIREMENT CATCH UP	0.07

Deduction Code and Description	Amount
socsec SOCIAL SECURITY	35,358.22
401a 401A DEFERRED COMPENSATION	11,843.74
medtx MEDICARE TAX	8,269.27
psers PSERS RETIREMENT	3,924.65
pers3 PERS 3 RETIREMENT	3,222.70
fmlatx WA Paid Family & Medical Leave	1,442.95
l&i L&I - SELF INSURED	791.31
rth457 ROTH-ICMA DEFERRED COMP	620.69
udpd UNION DUES - 1619 D	459.94
pers1 PERS 1 RETIREMENT	395.64
udtint TEAMSTERS INIT FEE or ADJ	150.00
udcs UNION DUES - 1619 CS	29.13
perscu PERS RETIREMENT CATCH UP	1.39

Totals: 165,185.00

Benefit Code and Description	Amount
pers2 PERS 2 RETIREMENT	38,641.35

Benefit Code and Description	Amount
socsec SOCIAL SECURITY	35,358.22

pyLDFnd
07/19/2021 10:25:04AM
Check Date: 07/23/2021

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/01/2021 to 07/15/2021-2 Cycle sc

Page: 16

Fund Worked : - Totals -
Emps : 208

Benefit Code and Description	Amount
401a 401A DEFERRED COMPENSATION	10,495.32
psers PSERS RETIREMENT	6,273.40
pers3 PERS 3 RETIREMENT	4,869.01
fmlatx WA Paid Family & Medical Leave	835.66
h457 MASSMUTUAL 457	620.25
perscu PERS RETIREMENT CATCH UP	2.47

Benefit Code and Description	Amount
medtx MEDICARE TAX	8,269.27
l&i L&I - SELF INSURED	5,696.68
leoff2 LEOFF 2 RETIREMENT	2,944.40
pers1 PERS 1 RETIREMENT	675.88
unemp UNEMPLOYMENT	529.65
leofcu LEOFF RETIREMENT CATCH UP	0.03

Totals: 115,211.59

Grand Total Gross Earnings: 573,729.23 19,260.60

Grand Total Deductions: 165,185.00

Grand Total Net: 408,544.23

pyLDFnd
07/18/2021 11:23:08AM
Check Date: 07/23/2021

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/01/2021 to 07/15/2021-2 Cycle s

Roads

Page: 1

Fund Worked : 10101
Emps : 61

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		101,777.26	3,298.50	h	HOLIDAY		16,731.59	550.00
fh	FLOATING HOLIDAY		10,554.40	366.00	v	VACATION		10,208.68	340.25
o15r	OVERTIME X 1.5 - ROADS DEPT		5,962.57	149.25	s	SICK		4,145.17	136.00
cu	COMP USED		1,783.63	66.50	fl	FUNERAL LEAVE		877.65	30.00
auto	AUTO ALLOWANCE CONTRACTU		170.00		cpr	COMP TIME PAID - PW ROADS		29.26	1.00
c15r	COMP EARNED X 1.5 ROADS		-3,427.69	-88.75					
					Totals:			148,812.52	4,848.75

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	13,797.20
pers2	PERS 2 RETIREMENT	8,854.91
medtx	MEDICARE TAX	2,157.96
401a	401A DEFERRED COMPENSATIOI	1,426.41
c13gar	CHAPTER 13 GARNISHMENT	538.00
fmlatx	WA Paid Family & Medical Leave	376.71
udmp	UNION DUES - 1619 MP	209.81
l&i	L&I - SELF INSURED	188.12
garnfe	GARNISHMENT FEE	0.75

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	9,227.04
icm457	ICMA DEFERRED COMP	2,825.50
udteam	UNION DUES - TEAMSTERS	1,465.84
h457	MASSMUTUAL 457	896.03
pers3	PERS 3 RETIREMENT	465.52
n457	NATIONWIDE 457	250.00
dshs	DSHS CHILD SUPPORT	204.99
udtint	TEAMSTERS INIT FEE or ADJ	100.00
perscu	PERS RETIREMENT CATCH UP	0.45
Totals:		42,985.24

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	14,281.53
401a	401A DEFERRED COMPENSATIOI	2,807.89
medtx	MEDICARE TAX	2,159.69
fmlatx	WA Paid Family & Medical Leave	218.28
perscu	PERS RETIREMENT CATCH UP	0.76

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	9,234.40
l&i	L&I - SELF INSURED	2,533.05
pers3	PERS 3 RETIREMENT	954.30
unemp	UNEMPLOYMENT	148.72
Totals:		32,338.62

Gross Earnings by Fund:	148,812.52	4,848.75
Total Fund Deductions:	42,985.24	
Fund Net:	105,827.28	

pyLDFnd
07/18/2021 11:23:08AM
Check Date: 07/23/2021

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/01/2021 to 07/15/2021-2 Cycle s

Page: 2

Fund Worked : 10135
Emps : 4

Earnings Code & Description	Amount	Hours	Earnings Code & Description	Amount	Hours
r REGULAR	3,077.65	74.50			
			Totals:	3,077.65	74.50

Deduction Code and Description	Amount
fedtx FEDERAL WITHHOLDING TAX	278.33
socsec SOCIAL SECURITY	190.81
medtx MEDICARE TAX	44.63
icm457 ICMA DEFERRED COMP	10.31
l&i L&I - SELF INSURED	3.47
h457 MASSMUTUAL 457	1.58

Deduction Code and Description	Amount
pers2 PERS 2 RETIREMENT	195.75
401a 401A DEFERRED COMPENSATION	147.97
udmp UNION DUES - 1619 MP	22.66
fmlatx WA Paid Family & Medical Leave	7.79
udteam UNION DUES - TEAMSTERS	1.62
Totals:	904.92

Benefit Code and Description	Amount
pers2 PERS 2 RETIREMENT	315.47
401a 401A DEFERRED COMPENSATION	61.55
medtx MEDICARE TAX	44.63
unemp UNEMPLOYMENT	3.08

Benefit Code and Description	Amount
socsec SOCIAL SECURITY	190.81
l&i L&I - SELF INSURED	50.47
fmlatx WA Paid Family & Medical Leave	4.51
Totals:	670.52

Gross Earnings by Fund:	3,077.65	74.50
Total Fund Deductions:	904.92	
Fund Net:	2,172.73	

pyLDFnd
07/18/2021 11:23:08AM
Check Date: 07/23/2021

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/01/2021 to 07/15/2021-2 Cycle s

Page: 3

Fund Worked : 40201
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		77.49	2.25					
					Totals:			77.49	2.25
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
fedtx	FEDERAL WITHHOLDING TAX		10.17		pers2	PERS 2 RETIREMENT		4.93	
socsec	SOCIAL SECURITY		4.81		icm457	ICMA DEFERRED COMP		1.55	
medtx	MEDICARE TAX		1.12		udmp	UNION DUES - 1619 MP		0.75	
fmlatx	WA Paid Family & Medical Leave		0.20		l&i	L&I - SELF INSURED		0.11	
					Totals:			23.64	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
pers2	PERS 2 RETIREMENT		7.94		socsec	SOCIAL SECURITY		4.81	
401a	401A DEFERRED COMPENSATIOI		1.55		medtx	MEDICARE TAX		1.12	
l&i	L&I - SELF INSURED		0.36		fmlatx	WA Paid Family & Medical Leave		0.11	
unemp	UNEMPLOYMENT		0.08						
					Totals:			15.97	
					Gross Earnings by Fund:			77.49	2.25
					Total Fund Deductions:			23.64	
					Fund Net:			53.85	

pyLDFnd
07/18/2021 11:23:08AM
Check Date: 07/23/2021

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/01/2021 to 07/15/2021-2 Cycle s

Page: 4

Fund Worked : 41401
Emps : 10

Earnings Code & Description	Amount	Hours	Earnings Code & Description	Amount	Hours
r REGULAR	5,843.78	159.00	o15r OVERTIME X 1.5 - ROADS DEPT	3,868.51	70.00
			Totals:	9,712.29	229.00

Deduction Code and Description	Amount
fedtx FEDERAL WITHHOLDING TAX	1,244.50
socsec SOCIAL SECURITY	609.69
icm457 ICMA DEFERRED COMP	87.11
401a 401A DEFERRED COMPENSATIOI	63.78
fmlatx WA Paid Family & Medical Leave	24.90
udmp UNION DUES - 1619 MP	4.95

Deduction Code and Description	Amount
pers2 PERS 2 RETIREMENT	624.32
medtx MEDICARE TAX	142.61
udteam UNION DUES - TEAMSTERS	65.23
h457 MASSMUTUAL 457	47.79
l&i L&I - SELF INSURED	10.97
Totals:	2,925.85

Benefit Code and Description	Amount
pers2 PERS 2 RETIREMENT	995.53
l&i L&I - SELF INSURED	165.98
401a 401A DEFERRED COMPENSATIOI	121.41
unemp UNEMPLOYMENT	9.74

Benefit Code and Description	Amount
socsec SOCIAL SECURITY	602.33
medtx MEDICARE TAX	140.88
fmlatx WA Paid Family & Medical Leave	14.26
Totals:	2,050.13

Gross Earnings by Fund:	9,712.29	229.00
Total Fund Deductions:	2,925.85	
Fund Net:	6,786.44	

pyLDFnd
07/18/2021 11:23:08AM
Check Date: 07/23/2021

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/01/2021 to 07/15/2021-2 Cycle s

Page: 5

Fund Worked : 42401
Emps : 4

Earnings Code & Description		Amount	Hours	Earnings Code & Description		Amount	Hours
r	REGULAR	782.63	23.00				
				Totals:		782.63	23.00
Deduction Code and Description		Amount		Deduction Code and Description		Amount	
fedtx	FEDERAL WITHHOLDING TAX	80.76		pers2	PERS 2 RETIREMENT	49.77	
socsec	SOCIAL SECURITY	48.53		401a	401A DEFERRED COMPENSATION	18.09	
medtx	MEDICARE TAX	11.35		icm457	ICMA DEFERRED COMP	10.23	
udteam	UNION DUES - TEAMSTERS	6.27		udmp	UNION DUES - 1619 MP	2.73	
fmlatx	WA Paid Family & Medical Leave	1.99		l&i	L&I - SELF INSURED	1.03	
				Totals:		230.75	
Benefit Code and Description		Amount		Benefit Code and Description		Amount	
pers2	PERS 2 RETIREMENT	80.23		socsec	SOCIAL SECURITY	48.53	
401a	401A DEFERRED COMPENSATIOI	15.65		medtx	MEDICARE TAX	11.35	
l&i	L&I - SELF INSURED	8.35		fmlatx	WA Paid Family & Medical Leave	1.15	
unemp	UNEMPLOYMENT	0.78					
				Totals:		166.04	
				Gross Earnings by Fund:		782.63	23.00
				Total Fund Deductions:		230.75	
				Fund Net:		551.88	

pyLDFnd
07/18/2021 11:23:08AM
Check Date: 07/23/2021

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/01/2021 to 07/15/2021-2 Cycle s

Page: 6

Fund Worked : 50301
Emps : 10

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		11,963.17	398.50	o15r	OVERTIME X 1.5 - ROADS DEPT		87.47	2.00
					Totals:			12,050.64	400.50
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		1,230.85	socsec	SOCIAL SECURITY		747.15		
pers2	PERS 2 RETIREMENT		621.67	icm457	ICMA DEFERRED COMP		227.98		
dshs	DSHS CHILD SUPPORT		205.01	medtx	MEDICARE TAX		174.73		
udteam	UNION DUES - TEAMSTERS		123.54	pers3	PERS 3 RETIREMENT		113.81		
401a	401A DEFERRED COMPENSATIOI		74.03	fmlatx	WA Paid Family & Medical Leave		30.54		
udmp	UNION DUES - 1619 MP		21.27	l&i	L&I - SELF INSURED		17.59		
garnfe	GARNISHMENT FEE		0.25						
				Totals:			3,588.42		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		1,001.90	socsec	SOCIAL SECURITY		747.15		
l&i	L&I - SELF INSURED		244.25	401a	401A DEFERRED COMPENSATION		239.29		
pers3	PERS 3 RETIREMENT		233.33	medtx	MEDICARE TAX		174.73		
fmlatx	WA Paid Family & Medical Leave		17.69	unemp	UNEMPLOYMENT		12.08		
				Totals:			2,670.42		
				Gross Earnings by Fund:			12,050.64		400.50
				Total Fund Deductions:			3,588.42		
				Fund Net:			8,462.22		

pyLDFnd
07/18/2021 11:23:08AM
Check Date: 07/23/2021

Labor Distribution Totals By Fund
CLALLAM COUNTY
07/01/2021 to 07/15/2021-2 Cycle s

Page: 7

Fund Worked : - Totals -
Emps : 61

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		123,521.98	3,955.75	h	HOLIDAY		16,731.59	550.00
fh	FLOATING HOLIDAY		10,554.40	366.00	v	VACATION		10,208.68	340.25
o15r	OVERTIME X 1.5 - ROADS DEPT		9,918.55	221.25	s	SICK		4,145.17	136.00
cu	COMP USED		1,783.63	66.50	fl	FUNERAL LEAVE		877.65	30.00
auto	AUTO ALLOWANCE CONTRACTU		170.00		cpr	COMP TIME PAID - PW ROADS		29.26	1.00
c15r	COMP EARNED X 1.5 ROADS		-3,427.69	-88.75					
					Totals:			174,513.22	5,578.00

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	16,641.81
pers2	PERS 2 RETIREMENT	10,351.35
medtx	MEDICARE TAX	2,532.40
udteam	UNION DUES - TEAMSTERS	1,662.50
pers3	PERS 3 RETIREMENT	579.33
fmlatx	WA Paid Family & Medical Leave	442.13
udmp	UNION DUES - 1619 MP	262.17
l&i	L&I - SELF INSURED	221.29
garnfe	GARNISHMENT FEE	1.00

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	10,828.03
icm457	ICMA DEFERRED COMP	3,162.68
401a	401A DEFERRED COMPENSATION	1,730.28
h457	MASSMUTUAL 457	945.40
c13qar	CHAPTER 13 GARNISHMENT	538.00
dshs	DSHS CHILD SUPPORT	410.00
n457	NATIONWIDE 457	250.00
udtint	TEAMSTERS INIT FEE or ADJ	100.00
perscu	PERS RETIREMENT CATCH UP	0.45
Totals:		50,658.82

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	16,682.60
401a	401A DEFERRED COMPENSATIO	3,247.34
medtx	MEDICARE TAX	2,532.40
fmlatx	WA Paid Family & Medical Leave	256.00
perscu	PERS RETIREMENT CATCH UP	0.76

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	10,828.03
l&i	L&I - SELF INSURED	3,002.46
pers3	PERS 3 RETIREMENT	1,187.63
unemp	UNEMPLOYMENT	174.48
Totals:		37,911.70

Grand Total Gross Earnings:	174,513.22	5,578.00
Grand Total Deductions:	50,658.82	
Grand Total Net:	123,854.40	



BOARD of CLALLAM COUNTY COMMISSIONERS MINUTES for the week of July 26 - 30, 2021

1c
8/3/21

WORK SESSION – 9 a.m.

The work session convened at 9 a.m., Monday, July 26, 2021. Present were Commissioners Ozias, Johnson, and Peach and Administrator Sill.

Items of discussion per the agenda published July 22 were:

- Calendar/Correspondence
- Notice of call for bids to be received no later than 10 a.m., Tuesday, August 31, 2021 for Clallam County VAV Replacement Project
- Request for proposals/qualifications to be received no later than 10 a.m., Tuesday, August 24, 2021 for JPSF Architecture/Engineering Services
- Letter of understanding with AFSCME 1619-CS for collective bargaining
- Agreement with the Washington State Council of County and City Employees, Local 1619-S for contract extension
- Agreement with the Washington State Council of County and City Employees, Local 1619-CS for contract extension
- Agreement amendment 9 with Shannon & Wilson, Inc. for Lower Dungeness River Floodplain Project
- Agreement amendment 10 with Shannon & Wilson, Inc. for Lower Dungeness River Floodplain Project
- Agreement with Washington State Recreation and Conservation Office for North Olympic Lead Entity for salmon
- Resolution reappointing William "Bill" Hughes to the Park and Recreation Board
- Agreement with Clallam County PUD for ARPA Funding

Meeting adjourned at 10:24 a.m.

REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Chair Ozias called the meeting to order at 10 a.m., Tuesday, July 27, 2021. Also present were Commissioners Johnson and Peach, and Administrator Sill.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

- 2g Postponed - Letter of understanding with AFSCME 1619-CS for collective bargaining
- 2i Postponed - Agreement with the Washington State Council of County and City Employees, Local 1619-CS for contract extension

ACTION TAKEN: CRJm to adopt the agenda as modified, CBPs, mc

PUBLIC COMMENT

- David Jenson, Sequim, commented on code enforcement issue.
- Janet Carlisle, Sequim, commented on Public Records request (see attached).

CONSENT AGENDA

- 1a Approval of vouchers for the week of July 19
- 1b Approval of minutes for the week of July 19

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

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of July 26 - 30, 2021
Page 2

REPORTS AND PRESENTATIONS

- CBP commented on Economic Development Council.
- CRJ commented on Audubon Center, Affordable Housing Task Force, beach life.
- CMO commented on Olympic Coast National Marine Sanctuary Advisory Committee, Sanctuary Superintendent Carol Bernthal.

CONTRACTS AND AGREEMENTS

- 2a Contract renewal with Washington State Military Department for reimbursement of PenCom dispatch center costs associated with staffing and training

ACTION TAKEN: CRJm to approve, CBPs, mc

- 2b Agreement amendment 1 with Washington State Military Department for funding to reimburse Clallam County Emergency Operations Center costs associated with emergency management projects

ACTION TAKEN: CRJm to approve, CBPs, mc

- 2c Agreement renewal with Washington State Department of Ecology for Solid Waste Management Community Litter Cleanup Program

ACTION TAKEN: CRJm to approve, CBPs, mc

- 2d Agreement amendment with Washington State Recreation and Conservation Office for Dungeness Floodplain Restoration – Kinkade Phase Project

ACTION TAKEN: CRJm to approve, CBPs, mc

- 2e Agreement amendment 1 with Public Works for Olympic Discovery Trail Improvement Project

ACTION TAKEN: CRJm to approve, CBPs, mc

- 2f Agreement with Clallam County PUD for ARPA Funding

ACTION TAKEN: CRJm to approve, CBPs, mc

- 2g Letter of understanding with AFSCME 1619-CS for collective bargaining

ACTION TAKEN: Item postponed

- 2h Agreement with the Washington State Council of County and City Employees, Local 1619-S for contract extension

ACTION TAKEN: CRJm to approve, CBPs, mc

- 2i Agreement with the Washington State Council of County and City Employees, Local 1619-CS for contract extension

ACTION TAKEN: Item postponed

BIDS AND AWARDS

- 3a Bid opening – Lower Dungeness River Floodplain Restoration and Levee / Road Realignment Project – Phase 1 Earthwork

Contractor

Amount

Seton Construction	\$6,490,282.95
Scarsella Brothers, Inc.	\$5,529,123.55
Delhur Industries, Inc.	\$7,931,275.97

ACTION TAKEN: CRJm to forward proposals to the Public Works for review and recommendation, CBPs, mc

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of July 26 - 30, 2021
Page 3

ADMINISTRATION

4a Resolution appointing Candace Kathol to the Park and Recreation Advisory Board

ACTION TAKEN: CRJm to adopt, CBPs, mc

4b Resolution appointing Rachel Anderson, Jim Weatherly and Paul Cunningham to the Homelessness Task Force

ACTION TAKEN: CRJm to adopt, CBPs, mc

BUDGET

5a Resolution adopting the following Budget Revisions:

Public Works – Roads – Transferring funds to pay for payroll and benefits for Trail Maintenance Coordinator position/\$73,414

ACTION TAKEN: CRJm to adopt, CBPs, mc

5b Resolution adopting the following Supplemental Appropriations:

Health and Human Services – Homeless Task Force – Additional funding from Department of Commerce for needs assessment for homes services/\$30,000

Health and Human Services – Operations

- Funding from Department of Health Local Health Jurisdiction CARES contract for salaries and wages of employees reassigned to COVID-19 pandemic activities/\$853,065
- Funding from Department of Health Local Health Jurisdiction CARES contract for salaries and wages of employees performing contact tracing for COVID-19 pandemic/\$90,289
- Funding from Department of Commerce to build an addition at Serenity House to house and provide services/\$402,894

Health and Human Services - Administration – Funding from Department of Health Consolidated Contract for services related to COVID-19 response activities/\$44,586

Health and Human Services – Environmental Health

- Funding from Department of Health to provide services in the onsite septic system program/\$86,000
 - Funding from Department of Health Local Health Jurisdiction CARES contract for salaries and wages of employees reassigned to COVID-19 pandemic activities/\$108,647
 - Funding from Department of Ecology for Pollution Identification and Control Project/\$65,593
- Auditor – Additional funding for unbudgeted February Election/\$124,000

ACTION TAKEN: CRJm to adopt, CBPs, mc

PUBLIC WORKS

6a Resolution adopting the 2021 Solid Waste Management Plan

ACTION TAKEN: CRJm to adopt, CBPs, mc

6b Joint Resolution with the City of Sequim for termination of a 1993 interlocal agreement regarding septage treatment and disposal

ACTION TAKEN: CRJm to adopt, CBPs, mc

HEARING(S)

H1 Consideration of resolution adopting the following Debatable Emergencies:

HHS Operations – Additional funding received from the Olympic Community of Health for costs associated with COVID-19/\$42,950

Non Departmental – Additional funding for professional services for broadband projects/\$11,000

Non Departmental – Additional funding for salary and benefits for additional hours of Veterans Program Coordinator/\$25,406

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of July 26 - 30, 2021
Page 4

Human Resources – Workers compensation Claims – Additional funding for Workers Compensation Medical and Lost Time Compensation claims for 2021/\$135,000

Parks and Facilities – REET

- Additional funding for Jail Control Board project/\$250,000
- Additional funding for purchase and installation of exhaust system for Sheriff's Office property and evidence storage room/\$10,400

Parks and Facilities – Additional funding for expenses related to COVID-19 for goods and services expenditures incurred in June, 2021 expected to be reimbursed through FEMA/\$8,723

- ARS read the agenda item summary into the record.

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

- The following made comments:
 - Ed Bowen, Clallam Bay

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

PUBLIC COMMENT

- Ed Bowen, Clallam Bay, commented on Shoreline Master Plan Update and COVID- 19 Briefing at BOCC meetings.

Meeting concluded at 10:46 a.m. and continued to 9 a.m., Monday, August 2.

There are no Zoom chat logs for the week of July 26.

The Board of Commissioners attended WSAC Virtual Assembly – COVID 19 update, High Resolution Oblique Imagery for Counties Training, William Shore Memorial Pool District Meeting during the week of July 26.

PASSED AND ADOPTED this third day of August 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, Clerk of the Board

Bill Peach

KEY TO ABBREVIATIONS:

ARS Administrator Rich Sill
CMO Commissioner Mark Ozias
CRJ Commissioner Randy Johnson
CBP Commissioner Bill Peach

m moved
mc motion carried
s seconded

Janet Carlisle
Public Comment 7/27/21

Find messages, documents, photos or people

Fw: Public Records Re

New Subject

Public records request

Compose

← Back ↩️ ⏮️ ⏭️ 📁 Archive ➡️ Move 🗑️ Delete 🛡️ Spam ⋮ ⚙️ ▼ ✕

Public records request 12110-52621

Yahoo/Sent



Janet Carlisle <donjansequim@yahoo.com>
To: estanley@co.clallam.wa.us



Mon, Jul 26 at 11:30 AM

Dear Ms Stanley,

I will refer you to WAC 44-14-03001 Public Records Defined. I again request that the public record request I made previously and rejected by your letter dated July 6 claiming client privilege be released to me immediately.

Janet Carlisle
461 E Anderson Rd
Sequim WA 98382

↩️ ⏮️ ⏭️ ⋮

Reply, Reply All or Forward

Send

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Inbox
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📧 Subscriptions
🛒 Groceries
✂️ Deals
📄 Receipts
➡️ Travel

Folders

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+ New Folder
Bond Issue S...

7/26/2021, 11:31 AM



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Spam

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Hide

Photos

Documents

Subscriptions

Groceries

Deals

Receipts

Travel

Folders

Hide

+ New Folder

Bond Issue S...

**Janet Carlisle** <donjansequim@yahoo.com>
To: kgonnzalez@co.clallam.wa.us

Fri, Jul 23 at 4:02 PM

Hi Kelly,

WAC title 44 chapter 44-14-3001.....spells the e mails out pretty clear, will send that on Monday to Eliz Stanley.....I remember something about this from a few years ago and in 2018 I believe Ferguson handled it well.....



Reply, Reply All or Forward



CLALLAM COUNTY PROSECUTING ATTORNEY

MARK B. NICHOLS

PROSECUTING ATTORNEY

223 EAST 4TH STREET, SUITE 11
PORT ANGELES, WA 98362
PHONE: 360-417-2301 FAX: 360-417-2469
TOLL FREE FROM FORKS: 360-374-5324

July 6, 2021

Dear Janet Carlisle,

Upon your request, the response to Public Records Request No. 12110-52621 was forwarded to the Prosecuting Attorney's Office for review. I have reviewed the responsive records you received and have found that all redactions were appropriately applied.

All redactions to the responsive records were labeled "1a" because all redactions were based on the attorney-client privilege. Attorney-client privileged communications are exempt under RCW 5.60.060(2)(a), which is considered an "other statute" which exempts or prohibits disclosure under RCW 42.56.070(1).¹ RCW 5.60.060(2)(a) states as follows: *An attorney or counselor shall not, without the consent of his or her client, be examined as to any communication made by the client to him or her, or his or her advice given thereon in the course of professional employment.*

In Clallam County government, the Civil Division of the Prosecuting Attorney's Office is the legal advisor for the County and its departments. An attorney-client relationship exists between the Prosecuting Attorney's Office and county employees and agents who are seeking advice related to the conduct of county government.

The headers on the January 28, 2010 emails that were partially redacted show that the communication was between Douglas Jensen, the county's Chief Civil Deputy at the time, and individuals that were seeking legal advice on behalf of county departments. The attorney-client privilege is clearly applicable in this instance. While the attorney-client privilege can be waived if a communication is disclosed to an outside third party, the County is unaware of any prior disclosure of these documents.

As the attorney-client privilege was properly applied. No changes will be made to the redactions on the records you received. This concludes the review of this request.

Regards,

Elizabeth Stanley
Chief Civil Deputy Prosecuting Attorney

¹ *Hangartner v. City of Seattle*, 151 Wn2d 439, 90 P3d 26(2004).

HTML has links - PDF has Authentication**PDF WAC 44-14-03001****"Public record" defined.**

For most public records, the act uses a three-part test to determine if a record is a "public record." The document must be: A "writing," containing information "relating to the conduct of government" or the performance of any governmental or proprietary function, "prepared, owned, used, or retained" by an agency. Effective July 23, 2017, records of certain volunteers are excluded from the definition. RCW 42.56.010(3) (chapter 303, Laws of 2017).

(1) **Writing.** A "public record" can be any writing "regardless of physical form or characteristics." RCW 42.56.010(3). "Writing" is defined very broadly as: "... handwriting, typewriting, printing, photostating, photographing, and every other means of recording any form of communication or representation including, but not limited to, letters, words, pictures, sounds, or symbols, or combination thereof, and all papers, maps, magnetic or paper tapes, photographic films and prints, motion picture, film and video recordings, magnetic or punched cards, discs, drums, diskettes, sound recordings, and other documents including existing data compilations from which information may be obtained or translated." RCW 42.56.010(4). An email, text, social media posting and database are therefore also "writings."

(2) **Relating to the conduct of government.** To be a "public record," a document must relate to the "conduct of government or the performance of any governmental or proprietary function." RCW 42.56.010(3).¹ Almost all records held by an agency relate to the conduct of government; however, some do not. A purely personal record having absolutely no relation to the conduct of government is not a "public record." Even though a purely personal record might not be a "public record," a record of its existence might be if its existence was used for a governmental purpose.² For example, a record showing the existence of a purely personal email sent by an agency employee on an agency computer would probably be a "public record," even if the contents of the email itself were not.³

(3) **"Prepared, owned, used, or retained."** A "public record" is a record "prepared, owned, used, or retained" by an agency. RCW 42.56.010(3).

A record can be "used" by an agency even if the agency does not actually possess the record. If an agency uses a record in its decision-making process it is a "public record."⁴ For example, if an agency considered technical specifications of a public works project and returned the specifications to the contractor in another state, the specifications would be a "public record" because the agency "used" the document in its decision-making process.⁵ The agency could be required to obtain the public record, unless doing so would be impossible. An agency cannot send its only copy of a public record to a third party for the sole purpose of avoiding disclosure.⁶

Sometimes agency employees or officials may work on agency business from home computers or on other personal devices, or from nonagency accounts (such as a nonagency email account), creating and storing agency records on those devices or in those accounts. When the records are prepared, owned, used or retained within the scope of the employee's or official's employment, those records (including emails, texts and other records) were "used" by the agency and relate to the "conduct of government" so they are "public records."⁷ RCW 42.56.010(3). However, the act does not authorize unbridled searches of agency property.⁸ If agency property is not subject to unbridled searches, then neither is the home computer, or personal device or personal account of an agency employee or official. Yet, because the records relating to agency business are "public records," they are subject to disclosure (unless exempt). Agencies should instruct employees and officials that all public records, regardless of where they were created, should eventually be stored on agency computers. Agencies should ask employees and officials to keep agency-related documents with any retention requirements on home computers or personal devices in separate folders temporarily, until they are provided to the agency. An agency could also require an employee or official to routinely blind carbon copy ("bcc") work emails in a personal account back to an agency email account. If the agency receives a request for records that are located solely on employees' or officials' home computers or personal devices, or in personal accounts, the agency should direct the individual to search for and provide any responsive documents to the agency, and the agency should process the request as it would if the records were on the agency's computers or in agency-owned devices or accounts. The agency employee or official may be required by the agency to sign an affidavit describing the nature and extent of his or her search for and production of responsive public records located on a home computer or personal device, or in a nonagency account, and a description of personal records not provided with sufficient facts to show the records are not public records.⁹

Agencies could provide employees and officials with an agency-issued device that the agency retains a right to access. Or an agency could limit or prohibit employees' and officials' use of home computers, personal devices or personal accounts for agency business. Agencies should have policies describing permitted uses, if any, of home computers, personal devices or personal accounts for agency business. The policies should also describe the

obligations of employees and officials for retaining, searching for and producing the agency's public records.¹⁰

Notes: ¹*Confederated Tribes of the Chehalis Reservation v. Johnson*, 135 Wn.2d 734, 748, 958 P.2d 280 (1998) (broadly interpreting the provision concerning governmental function).

²See *Mechling v. Monroe*, 152 Wn. App. 830, 887, 222 P.3d 808 (2009) ("Purely personal emails of those government officials are not public records."); *Nissen v. Pierce County*, 183 Wn.2d 863, 357 P.3d 45 (2015) (describing that an employee or official must provide the agency responsive "public records" but is not required to provide "personal records").

³*Tiberino v. Spokane County Prosecutor*, 103 Wn. App. 680, 691, 13 P.3d 1104 (2000) (record of volume of personal emails used for governmental purpose).

⁴*Concerned Ratepayers v. Public Utility Dist. No. 1*, 138 Wn.2d 950, 958-61, 963 P.2d 635 (1999); *Nissen*, 183 Wn.2d at 882. (For a record to be "used" it must bear a nexus with the agency's decision-making process; a record held by a third party, without more, is not a public record unless an agency "uses" it.)

⁵*Concerned Ratepayers*, 138 Wn.2d 950.

⁶See Op. Atty Gen. 11 (1999), at 4, n.2 ("We do not wish to encourage agencies to avoid the provisions of the public disclosure act by transferring public records to private parties. If a record otherwise meeting the statutory definition were transferred into private hands solely to prevent its public disclosure, we expect courts would take appropriate steps to require the agency to make disclosure or to sanction the responsible public officers.")

⁷*Nissen*, 183 Wn.2d at 882; *West v. Vermillion*, 196 Wn. App. 627, 384 P.3d 634 (2016). In *Nissen* the State Supreme Court held that a communication is "within the scope of employment" when the job requires it, the employer directs it, or it furthers the employer's interests. This inquiry is always case- and record-specific.

⁸See *Hangerter v. City of Seattle*, 151 Wn.2d 439, 448, 80 P.3d 28 (2004).

⁹*Nissen*, 183 Wn.2d at 886-887.

¹⁰*Id.* at 877, 886-887.

[Statutory Authority: RCW 42.56.570. WSR 18-06-051, § 44-14-03001, filed 3/2/18, effective 4/2/18. Statutory Authority: 2005 c 483 § 4, RCW 42.17.348. WSR 06-04-079, § 44-14-03001, filed 1/31/06, effective 3/3/06.]

Reviser's note: The brackets and enclosed material in the text of the above section occurred in the copy filed by the agency.

Susan:

It does explain why in Thurston County the annual operations permit is collected via the tax statement in the shellfish protection district, but is collected by a billing, sent by the Health Department to the homeowner, outside the district. I'll check with Thurston County to verify -
Andy

-----Original Message-----

From: Susan Gulick [mailto:soundres@earthlink.net]
Sent: Thursday, January 28, 2010 3:55 PM
To: Brastad, Andy
Subject: RE: Collecting fees through the property tax mechanism

It's kind of an odd reply. Is he aware of the WAC authority you have to collect permit fees? The County clearly has authority to collect that fee. He implies that you don't have clear authority to collect this assessment, which is puzzling. He doesn't address why the property tax collection mechanism is inappropriate; it seems that if you have the authority to collect it (which is granted in the WAC) then you could collect it w/ the tax assessment.

Perhaps he is making a distinction between WAC and RCW but it was drilled into us as legislative staff that WACs have the full force of law. (basically WACs ARE law).

Let's talk next week.

Have a good weekend,

Susan

-----Original Message-----

From: Brastad, Andy [mailto:ABrastad@co.clallam.wa.us]
Sent: Thursday, January 28, 2010 3:14 PM
To: Maier, Elizabeth; Reed, Janine; Susan Gulick
Subject: FW: Collecting fees through the property tax mechanism

Back to the drawing board for other ideas -
AB

-----Original Message-----

From: Jensen, Douglas
Sent: Thursday, January 28, 2010 2:04 PM
To: Scott, Judy
Cc: Brastad, Andy; Nichols, Mark
Subject: RE: Collecting fees through the property tax mechanism



PRR 12110-0011

Date:

THURSDAY, JANUARY 28, 2010 2:04 PM

Doug:

[Redacted]

Andy

-----Original Message-----

From: Jensen, Douglas
Sent: Thursday, January 28, 2010 2:04 PM
To: Scott, Judy
Cc: Brastad, Andy; Nichols, Mark
Subject: RE: Collecting fees through the property tax mechanism

[Redacted]

Best,

Douglas E. Jensen

Chief Civil Deputy

Clallam County Prosecuting Atty.

Reply to: djensen@co.clallam.wa.us

360.565.2720

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-----Original Message-----

From: Scott, Judy
Sent: Thursday, January 28, 2010 1:06 PM

To: Jensen, Douglas

Subject: FW: Collecting fees through the property tax mechanism

Doug
This is additional information on the legal question I posed to you a couple days ago.

PRR 12110-0020

4/4-14-03001
WAC public records
replied

From: Brastad, Andy
To: "Susan Gulick"
Subject: RE: Collecting fees through the property tax mechanism
Date: Thursday, January 28, 2010 4:19:16 PM

Susan:

It does explain why in Thurston County the annual operations permit is collected via the tax statement in the shellfish protection district, but is collected by a billing, sent by the Health Department to the homeowner, outside the district. I'll check with Thurston County to verify -
Andy

-----Original Message-----

From: Susan Gulick [mailto:soundres@earthlink.net]
Sent: Thursday, January 28, 2010 3:55 PM
To: Brastad, Andy
Subject: RE: Collecting fees through the property tax mechanism

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Perhaps he is making a distinction between WAC and RCW but it was drilled into us as legislative staff that WACs have the full force of law. (basically WACs ARE law).

Let's talk next week.

Have a good weekend,

Susan

-----Original Message-----

From: Brastad, Andy [mailto:A.Brastad@co.clallam.wa.us]
Sent: Thursday, January 28, 2010 3:14 PM
To: Maier, Elizabeth; Reed, Janine; Susan Gulick
Subject: FW: Collecting fees through the property tax mechanism

* Back to the drawing board for other ideas -
AB

-----Original Message-----

From: Jensen, Douglas
Sent: Thursday, January 28, 2010 2:04 PM
To: Scott, Judy
Cc: Brastad, Andy; Nichols, Mark
Subject: RE: Collecting fees through the property tax mechanism



PRR 12110-0011

From: Brastad, Andy
To: Jensen, Douglas
Subject: RE: Collecting fees through the property tax mechanism
Date: Thursday, January 28, 2010 4:12:59 PM

Thanks Doug -

[REDACTED]

-----Original Message-----

From: Jensen, Douglas
Sent: Thursday, January 28, 2010 3:51 PM
To: Brastad, Andy
Subject: RE: Collecting fees through the property tax mechanism

Andy:

[REDACTED]

Douglas E. Jensen
Chief Civil Deputy
Clallam County Prosecuting Atty.
Reply to: djensen@co.clallam.wa.us
360.565.2720

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-----Original Message-----

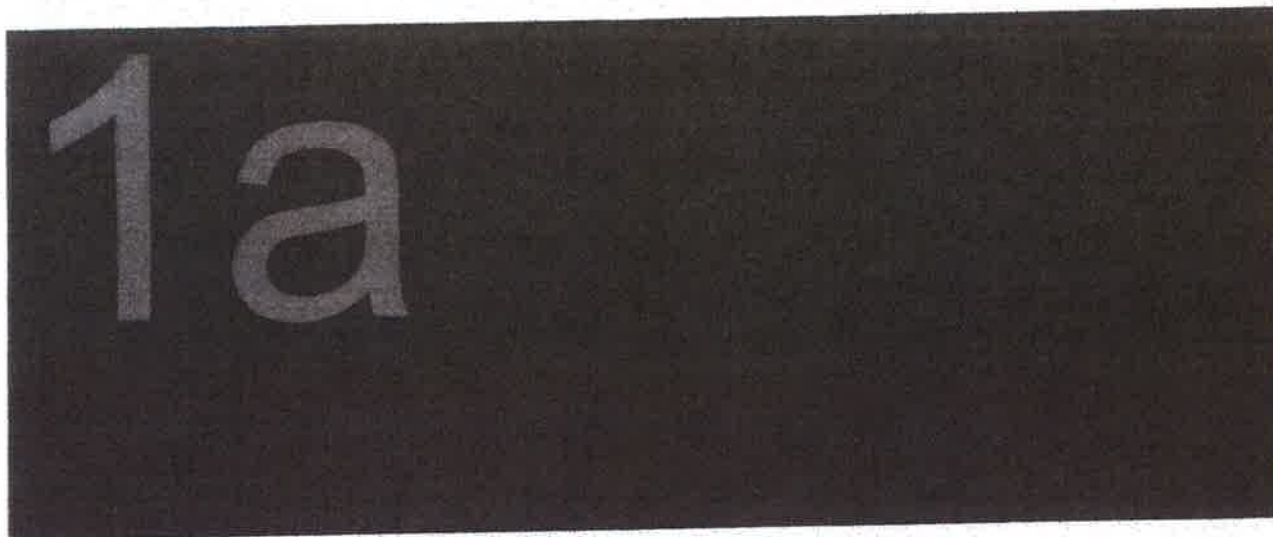
From: Brastad, Andy
Sent: Thursday, January 28, 2010 3:25 PM
To: Jensen, Douglas
Subject: RE: Collecting fees through the property tax mechanism

Doug:

PRR 12110-0016

From: Jensen, Douglas
To: Brastad, Andy
Subject: RE: Collecting fees through the property tax mechanism
Date: Thursday, January 28, 2010 3:50:38 PM

Andy:



Douglas E. Jensen
Chief Civil Deputy
Clallam County Prosecuting Atty.
Reply to: djensen@co.clallam.wa.us
360.565.2720

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-----Original Message-----

From: Brastad, Andy
Sent: Thursday, January 28, 2010 3:25 PM
To: Jensen, Douglas
Subject: RE: Collecting fees through the property tax mechanism

Doug:



Andy

-----Original Message-----

From: Jensen, Douglas
Sent: Thursday, January 28, 2010 2:04 PM
To: Scott, Judy

PRR 12110-0029

From: Brastad, Andy
To: Maier, Elizabeth; Reed, Janine; "Susan Gulick"
Subject: FW: Collecting fees through the property tax mechanism
Date: Thursday, January 28, 2010 3:14:18 PM

Back to the drawing board for other ideas -
AB

-----Original Message-----

From: Jensen, Douglas
Sent: Thursday, January 28, 2010 2:04 PM
To: Scott, Judy
Cc: Brastad, Andy; Nichols, Mark
Subject: RE: Collecting fees through the property tax mechanism



Best,

Douglas E. Jensen
Chief Civil Deputy
Clallam County Prosecuting Atty.
Reply to: djensen@co.clallam.wa.us
360.565.2720

PRIVILEGED and CONFIDENTIAL COMMUNICATION: This e-mail message, including any attachment, are privileged and confidential. If you are the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this emailed information is strictly prohibited. If you are NOT the intended recipient, then please (i) do not read this e-mail, (ii) do not forward, print, copy or otherwise disseminate this e-mail, (iii) notify us of the error by a reply to this e-mail, and (iv) delete this e-mail from your computer.

-----Original Message-----

From: Scott, Judy
Sent: Thursday, January 28, 2010 1:06 PM
To: Jensen, Douglas
Subject: FW: Collecting fees through the property tax mechanism

Doug
This is additional information on the legal question I posed to you a couple days ago.
Thanks, Judy

-----Original Message-----

From: Brastad, Andy
Sent: Thursday, January 28, 2010 1:00 PM

Best,

Douglas E. Jensen
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Clallam County Prosecuting Atty.
Reply to: djensen@co.clallam.wa.us
360.565.2720

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To: Scott, Judy
Subject: RE: Collecting fees through the property tax mechanism

Judy:

We would propose a flat fee (somewhere between \$10 to \$30) that would reviewed and updated (increased or decreased) every two to five years as necessary.

There could be a penalty if the fee were not paid each year. Our on-site septic system ordinance gives a penalty of \$300 per year. We are not sure what the mechanism is to collect the penalty fee.

We estimate the number of parcels in the county with septic systems to be about 20,000.

Let me know as soon as you can what the Prosecutor says since the method of collecting this fee is extremely important and I need to report back to our On-site work group in mid February.

Thanks for all your help and help me know if you need more information.

Andy

Cc: Brastad, Andy; Nichols, Mark
Subject: RE: Collecting fees through the property tax mechanism

Best,

Douglas E. Jensen
Chief Civil Deputy
Clallam County Prosecuting Atty.
Reply to: djensen@co.clallam.wa.us
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PRR 12110-0030



AGENDA ITEM SUMMARY

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

1d
8/3/21

Department: BOCC

WORK SESSION ☒ **Meeting Date: 8-2-21**

REGULAR AGENDA ☒ **Meeting Date: 8-3-21**

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 of Support |

Documents exempt from public disclosure attached: ☐

Executive summary:

Letter of support for Housing Trust Fund Application:
Peninsula Behavioral Health is submitting an application to the Housing Trust Fund, administered by the Department of Commerce, that if successful would help create more than two dozen affordable housing units in Clallam County. The county would need to provide \$675,000 in "match" for this funding and today we will discuss a Letter of Support for the application that includes a commitment to provide the "match." If successful, the award from the Housing Trust Fund utilizes a reimbursement process so the County would need to ensure sufficient liquidity, along with Peninsula Behavioral Health and other partners, to utilize this process. The total cost of the project is anticipated to be \$2.7 million.

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: (Does the Board need to act? If so, what is the department's recommendation?)
Approval of a letter of support for Housing Trust Fund application.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Finance Department

Relevant Departments: Board of Commissioners, Finance Department

Date submitted: July 29, 2021

* 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)

Housing Trust Fund letter of support 8-3-21.docx
Revised: 3-04-2019



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@co.clallam.wa.us

MARK OZIAS, District 1, Chair
RANDY JOHNSON, District 2
BILL PEACH, District 3

RICH SILL, County Administrator

August 3, 2021

Department of Commerce Housing Trust Fund
P.O. Box 42525
Olympia, WA 98504-2525

RE: Housing Trust Fund Application for Peninsula Behavioral Health
Purchase & Remodel of All View Motel in Port Angeles, Washington

To Whom It May Concern:

This letter is in support of Peninsula Behavioral Health's (PBH) housing project of the purchase and remodel of "All View Motel" located in Port Angeles, Washington. When complete, this project will house upwards of 27 low income individuals who struggle with chronic mental health – importantly, including Veterans and Seniors. This project is being led by PBH but is broadly-supported in our community, including by the City of Port Angeles, Habitat for Humanity, Serenity House of Clallam County, North Olympic Regional Veteran's Housing Network, Peninsula Housing Authority, and Healthy Families.

Clallam County, in turn, is also highly supportive of this effort. Please consider this letter as affirmation that Clallam County will provide funding at the level of \$25,000 per unit (totaling \$675,000) for this project as well as being both able and willing to help finance the cost of the remodel in order to allow for the reimbursement process required of Housing Trust Fund dollars.

PBH has been providing mental health services and low income supportive housing to the community of Port Angeles since 1971. We appreciate their dedication to working with the homeless, those with substance use disorders and chronic mental health issues. We know that PBH has been working within this field for many years and we support their vision of creating permanent housing for our community's most vulnerable citizens.

We are hopeful that you will support the All View Motel project and aid PBH in its creation. The difference this project will make in our community is almost impossible to adequately communicate.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach



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@co.clallam.wa.us

RICH SILL, County Administrator

MARK OZIAS, District 1, Chair
RANDY JOHNSON, District 2
BILL PEACH, District 3

August 3, 2021

Department of Commerce Housing Trust Fund
P.O. Box 42525
Olympia, WA 98504-2525

RE: Housing Trust Fund Application for Peninsula Behavioral Health
Purchase & Remodel of All View Motel in Port Angeles, Washington

To Whom It May Concern:

This letter is in support of Peninsula Behavioral Health's (PBH) housing project of the purchase and remodel of "All View Motel" located in Port Angeles, Washington. When complete, this project will house 25 - 27 low income individuals who struggle with chronic mental health – importantly, including Veterans and Seniors. This project is being led by PBH but is broadly-supported in our community, including by the City of Port Angeles, Habitat for Humanity, Serenity House of Clallam County, North Olympic Regional Veteran's Housing Network, Peninsula Housing Authority, and Healthy Families.

Clallam County and the City of Port Angeles are also highly supportive of this effort. Please consider this letter as affirmation that Clallam County will provide funding at the level of \$25,000 per unit (totaling \$675,000) for this project as well as being both able and willing to help finance the cost of the remodel in order to allow for the reimbursement process required of Housing Trust Fund dollars.

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We are hopeful that you will support the All View Motel project and aid PBH in its creation. The different this project will make in our community is almost impossible to adequately communicate.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach



AGENDA ITEM SUMMARY

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

29
8/3/21

Department: Dept. of Community Development

WORK SESSION ☒ Meeting Date: 7.26.21

REGULAR AGENDA ☒ Meeting Date: 8.03.21

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 334.16.005-9 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: The attached contract amendment is associated with the Lower Dungeness River Floodplain Restoration and Levee/Road Realignment Project. This amendment updates the contract to provide final design for Phase 2 of the project, performed by Shannon & Wilson. This includes tasks to complete the design and permitting, considering the additional scope for permitting, roundabout / MSE Wall / Stormwater designs, and changes from the neighboring Rivers Edge project with the Jamestown S'Klallam Tribe. During Phase I, this contract is funded by Floodplains by Design and Puget Sound Acquisition and Restoration grants, and during Phase II, the contract will also be funded by a USFWS grant titled Lower Dungeness Floodplain Reconnection.

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 budget action is required.

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

County Official signature & print name: Lori Kennedy for Mary Ellen Winkson
Lori Kennedy

Name of Employee/Stakeholder attending meeting: Cathy Lear or Joel Green, Joe Donisi

Relevant Departments: DCD, Public Works

Date submitted: 7.21.21

- * 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 Amd.9
Revised: 3-04-2019



PERSONAL SERVICES AGREEMENT AMENDMENT 9

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

Name: Shannon & Wilson, Inc.
Address: 400 N. 34th Street, Suite 100
Seattle, WA 98103
Phone N^o: 206.632-8020

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

This Amendment is comprised of:

- ☒ Attachment A – Scope of Work
- ☒ Attachment B – Compensation

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 3rd day of August 2021 and shall, unless terminated as provided elsewhere in the Agreement, end on the.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of August, 2021.

CONTRACTOR

A handwritten signature in blue ink, appearing to read "D. Cline".

CLALLAM COUNTY BOARD OF COMMISSIONERS

Mark Ozias, Chair

Print name: David Cline

Title: Vice President, Hydraulic Engineer

Date: July 21, 2021

Originals: BOCC
Vendor
Initiating Department

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

SCOPE OF WORK

SCOPE OF SERVICES

This scope of services describes work to be performed by Shannon & Wilson (S&W) to provide final design for the Lower Dungeness River Floodplain Restoration and Levee/Road Realignment Project – Phase 2 project. The scope of services includes a narrative of tasks complete, incomplete tasks, additional scope, and remaining budget/overruns for the design and permit services through Contract Amendment No. 7 (Tasks 011 through 014). The scope of services outlines tasks to complete the design and permitting, considering the additional scope for permitting, roundabout / MSE Wall / Stormwater designs, and changes from the neighboring Rivers Edge project with the Jamestown S’Klallam Tribe.

The narrative of the scope and budget below uses the following terms and definitions:

- Tasks Complete – Indicating scope tasks complete.
- Tasks Not Complete – Indicating scope tasks not complete and no longer needed.
- Tasks Remain – Tasks not complete needing to be complete for the project.
- Additional Tasks (Complete/Remain) – Tasks/scope added since last funding Amendment No. 6, primarily resulting from design revisions required by the U.S. Army Corps of Engineers (USACE) permitting requirements or the new Rivers Edge levee setback project.

For reference, permit negotiations with the USACE for the Section 404/Section 401 permits resulted in the following changes after Contract Amendment No. 6. These were all completed within the submittals and contributed to the budget overruns described below.

- Towne Road Stormwater catch-basins, pipes and bioswales added.
- MSE Walls added
 - 80-ft Bridge Approach
 - S. Parking Area
 - Eberle Driveway
 - Towne Road at W. Tributary Culvert near Sequim-Dungeness Roundabout
- Planting plan revisions
- Indirect effects analyses
- Wetland mitigation credit-debit calculations
- WSDOT Site mitigation plan update
- Section 401 application addenda
- Real estate, property right of way and construction easement revisions
- Large Woody Debris installation revisions
- Multiple additional meetings and negotiations

DESIGN RECONFIGURATIONS NEEDED AS A RESULT OF RIVERS EDGE PROJECT

For reference, the Jamestown S'Klallam Tribe Rivers Edge project will/has impacted the County Lower Dungeness project with design reconfigurations needed as described below. These changes have been partly described in a memo to the USACE as the Rivers Edge Connector Project memorandum. Some of these reconfigurations and changes are complete, while others remain.

- 80ft Bridge Removal (Task Remain)
- Access Road and S. Parking Area Removal (Task Partly Remain)
- MSE Walls (Task Partly Remain)
 - 80-ft bridge approach (Task Remain)
 - S. Parking Area (Task Complete)
- S. Spur Levee Removal and riprap erosion protection (Task Remain for Design, Hydraulic Model Complete)
- Historical side channel inlet/alignment revised grading (Task Remain for Design, Hydraulic Model Complete)
- Southwest floodplain and levee removal grading and planting plans (Task Remain)
- Stormwater drainage reconfiguration south Towne Road Levee area (Task Remain)
- Relocate S. Parking area near new levee tie (Task Remain)
- Design tie for Towne Road Levee to Rivers Edge Levee (Task Remain)
- Updated site grading and hydraulic modeling (Task Remain)
- Updated geomorphic response review (Task Remain)
- Add riprap erosion protection along southern extents Towne Road Levee (Task Remain)
- Real estate, property right of way and construction easement revisions (needed) (Task Remain)
- USACE Section 404/Ecology 401 permit project addenda (Task Remain)
- USACE Section 408 Approval project addenda (Task Remain)
- Real estate, property right of way and construction easement revisions (needed) (Task Remain)

Other scope items that changed since Contract Amendment No. 6 that are not part of the USACE permit process or Rivers Edge project include the following.

- Town Road / Sequim Dungeness Roundabout
- Fasola Road access not provided, South Levee access design not complete and not included in Phase 2 final design. County will coordinate alternative access with Tribe as part of River's Edge project.

SCOPE OF SERVICES – NARRATIVE THROUGH CONTRACT AMD. NO. 6

TASK 1.1 (011) PROJECT MANAGEMENT

All tasks complete. Contract period of performance ends June 30, 2021 complete. Task over budget by -\$6,167. Close task with Amendment No. 9.

TASK 1.2 (012) COORDINATION WITH CORPS

All tasks complete. Task closed with Amd. No. 6. Task under budget +\$159.

TASK 1.3 (013) GRANT ASSISTANCE

All tasks complete. Provide periodic updates to Floodplains By Design grant coordinator. Worked with Cathy Lear on other grant tasks. Task under budget +\$6,751. Close task with Amendment No. 9.

TASK 2.1 (021) COMMUNICATIONS & OUTREACH PLAN

All tasks complete. Task closed with Amd. No. 6. Task under budget +\$96.

TASK 2.2 (022) TECHNICAL TEAM MEETINGS

Most tasks complete except 90% design review with County and consultant team not complete and no longer needed, except for new technical team coordination with Rivers Edge project described in Task 17 Phase 2 Outreach below. Task under budget +\$20,522. Close task with Amendment No. 9.

TASK 2.2 (022) OUTREACH MEETINGS

Most of the outreach meetings tasks are complete. Some neighbor outreach tasks remain with coordination the Eberles, PCC and potentially Cufley, Hauk and others. Task under budget +\$20,082. Close task with Amendment No. 9. See new outreach Task 16.0 below.

TASK 2.3 (023) COUNTY BOCC MEETING

County BOCC Meeting task was not complete. Task under budget +\$1,680. Close task with Amendment No. 9.

TASK 3.5 (035) TOWNE ROAD 65% DESIGN

All tasks complete. Task closed with Amd. No. 6. Task under budget +\$3,445.

TASK 3.6 (036) TOWNE ROAD 95% DESIGN

All tasks complete. Several design changes resulted in additional tasks after Amd. No. 6 as a result of U.S. Army Corps of Engineers (Section 404 and Section 408) negotiations. Task over budget by -\$80,704. Close task with Amendment No. 9. See Task 15.4 for remaining tasks.

Additional tasks performed and complete listed below:

- New Towne Road / Sequim-Dungeness Way intersection alternatives.
- New Roundabout 65% and 95% Design.
- New MSE Walls
 - Roundabout approach.
 - Eberle Driveway.
 - 80ft Bridge approach.
- New Stormwater Bioswales at toe of road/levee embankment
- Additional design coordination with USACE and geotechnical engineers foundations design for pre-manufactured bridge designs

TASK 3.7 (037) TOWNE ROAD FINAL DESIGN

Task not started and remain. See Task 15.5 for tasks remain and additional tasks for road and stormwater drainage final design. Task under budget +\$79,587. Close task with Amendment No. 9. See Task 15.4 for remaining tasks.

TASK 4.1 (041) SURVEY AND BASEMAP REVIEW

All tasks complete. Task closed with Amd. No. 6. Task under budget +\$1,210.

TASK 4.2 (042) TOPOGRAPHIC SURVEY

All tasks complete. Task closed with Amd. No. 6. Task at budget, remaining \$0.

TASK 4.3 (043) ENVIRONMENTAL SURVEYS

All tasks complete. Task closed with Amd. No. 6. Task at budget, remaining \$0.

TASK 4.4 (044) EXISTING BASEMAP

All tasks complete. Task closed with Amd. No. 6. Task at budget, remaining \$1.

TASK 4.5 (045) PROPOSED PROJECT BASEMAP

All tasks complete. Task closed with Amd. No. 6. Task at budget, remaining \$0.

TASK 4.6 (046) 2019 (2020) SURVEYS

All tasks complete. Task over budget by -\$6,732. Close task with Amendment No. 9. See additional tasks in Task 15.5 Property Survey, Right of Way, Easements.

Additional tasks performed and complete listed below:

- Modified Browne/Jamestown S'Klallam Property Surveys/Acreages (Rivers Edge)
- Multiple revisions/coordination with County for ROW acquisitions
- Extend Towne Road/Levee surveys south along PCC/Brown property
- Additional project staking
- Multiple minor survey "pickup" requests for design
- Staking and Coordination with Moore for Fasola Road Access

TASK 5.2 (052) GEOTECHNICAL DATA REPORT

Most tasks complete with one task remain. Task under budget +\$27,555. Close task with Amendment No. 9. See new and remaining tasks in Task 15.2 below.

Tasks remain / incomplete listed below:

- Fasola Emergency Access Road – Infiltration Testing (Access not provided by landowner – Moore)

Additional tasks performed listed below:

- Additional groundwater data logger installation, data downloads and reporting.

TASK 5.5 (055) GEOTECHNICAL 65% DESIGN REPORT

All tasks complete. Task closed with Amd. No. 6. Task at budget, remaining \$0.

TASK 5.6 (056) GEOTECHNICAL 95% DESIGN REPORT

All tasks complete. Task over budget by -\$97,089. Close task with Amendment No. 9.

Additional tasks performed listed below:

- MSE Walls (Add)
 - 80ft Access Road Bridge
 - S. Parking Area
 - Eberle Driveway
 - Towne Road near Roundabout
- 80ft Bridge Foundations (Additional analyses for foundation designs due to challenging subsurface conditions)
- Stormwater bioswales (Seepage/stability analyses for bioswales at toe of levee)
- Additional design coordination for Section 408 review

TASK 5.7 (057) GEOTECHNICAL FINAL DESIGN REPORT

All tasks complete. Task over budget by -\$7,224. Close task with Amendment No. 9. See new Tasks 15.1 Geotech Final Design. Note that we removed River's Edge related project elements to attempt to have a complete Geotechnical Final Design Report. See Task 15.1 remain for Geotech Final Design Report to be added as addenda to Geotechnical Final Design Report.

Additional tasks performed listed below:

- MSE Walls (Add/Remove)
 - 80ft Access Road Bridge (Remove: Rivers Edge)
 - S. Parking Area (Remove: Rivers Edge)
 - Eberle Driveway (Modify/Add: Rivers Edge due to road/levee profile)
 - Towne Road near Roundabout (Add)
- 80ft Bridge Foundations (Remove from Geotech 95% to Geotech Final Report) (Rivers Edge)
- S. Parking Area (Remove from Geotech 95% to Geotech Final Report) (Rivers Edge)
- Towne Road/Levee Profile (Add: from Geotech 95% to Geotech Final Report) (Rivers Edge)
- N. Levee Profile/Parking Area for levee removal reuse (Add: from Geotech 95% to Geotech Final Report) (Rivers Edge)

TASK 6.1 (061) EXISTING MODELS, REPORTS, DATA REVIEW

All tasks complete. Task closed with Amd. No. 6. Task under budget +\$102.

TASK 6.2 (062) NO-RISE ANALYSIS, HEC-RAS1D MODEL

HEC-RAS1D not complete and related to LOMR See Task 13.2. Task under budget +\$23,386.
Close task with Amendment No. 9. See new Task 15.3.

TASK 6.3 (063) PROJECT ANALYSIS, HEC-RAS2D MODEL

Need to finalize HEC-RAS2D model for final hydraulic design including Rivers Edge changes.
Task under budget +\$58,359. Close task with Amendment No. 9. See new Task 15.3.

TASK 6.4 (064) HYDRAULICS 65% DESIGN

All tasks complete. Task closed with Amd. No. 6. Task under budget +\$1,342. Close task with Amendment No. 9. See new Task 15.3.

TASK 6.8 (068) HYDRAULICS 95% DESIGN

All tasks complete. Task over budget by -\$62,950. Close task with Amendment No. 9. See new Task 15.3.

Additional tasks performed listed below:

- MSE Walls (Add/Remove)
- 80ft Bridge Foundations (Add/Remove) (Rivers Edge)
- S. Parking Area (Add/Remove)
- Towne Road/Levee Profile (Add/Update from changes in flood profiles)
- Towne Road Levee Connection to Rivers Edge (Add Rivers Edge)

TASK 6.9 (069) HYDRAULICS FINAL DESIGN

Task not started. Close task with Amendment No. 9. See new Task 15.3. Task under budget +\$13,812.

TASK 7.1 (071) FISH PASSAGE TOWNE ROAD RECONFIGURATION

All tasks complete. Task closed with Amd. No. 6. Task under budget +\$154.

TASK 7.3 (073) GEOMORPHIC, RIVER, FLOODPLAIN, HABITAT FUTURE CONDITIONS

All tasks complete. Task closed with Amd. No. 6. Task under budget +\$1,070.

TASK 7.4 (074) GEOMORPHIC, RIVER, FLOODPLAIN, HABITAT 65% DESIGN

All tasks complete. Task closed with Amd. No. 6. Task under budget +\$4,737.

TASK 7.5 (075) GEOMORPHIC, RIVER, FLOODPLAIN, HABITAT 95% DESIGN

Most tasks complete. Task under budget +\$15,155. Remaining tasks performed listed below:

- 95% Habitat Design Report
- Planting plans and specifications.
- Habitat, large woody debris, stream excavations, dewatering, planting specifications to be incorporated into Phase 2 plans and specs.

Added tasks performed listed below:

- Revised historic stream channel inlet and alignment (Rivers Edge)
- Relocate Large Woody Material (USACE Section 404)
- Revised planting plans (USACE Section 404)

Close task with Amendment No. 9. See new Task 15.4. Tasks remain transferred with Task 7.6 to Task 15.4 for Final Design.

TASK 7.6 (075) GEOMORPHIC, RIVER, FLOODPLAIN, HABITAT FINAL DESIGN

Task not started. Close task with Amendment No. 9. See new Task 15.4. Tasks remain transferred with Task 7.5 to Task 15.4 for Final Design. Task under budget +\$39,167.

TASK 8.1 (081) TRAIL ALTERNATIVES AND SCHEMATIC DESIGN

All tasks complete. Task closed with Amd. No. 6. Task at budget, remaining \$0.

TASK 8.2 (082) TRAIL 65% DESIGN

All tasks complete. Task closed/removed with Amd. No. 6. Task at budget, remaining \$0.

TASK 8.3 (083) TRAIL 65% DESIGN

All tasks complete. Task closed/removed with Amd. No. 6. Task at budget, remain \$1.

TASK 8.4 (084) TRAIL 95% DESIGN

All tasks complete. Task closed/removed with Amd. No. 6. Task at budget, remaining \$0.

TASK 8.5 (085) TRAIL FINAL DESIGN

All tasks complete. Task closed/removed with Amd. No. 6. Task at budget, remaining \$0.

TASK 10.0 (100) 65% DESIGN PLANS

All tasks complete. Task closed with Amd. No. 9. Task over budget by -\$2,209. Additional tasks performed listed below:

- Revised levee alignments/profiles from changes in flood water surface profiles (Add)
- Additional 80ft bridge, access road designs (Add: USACE Section 408)

TASK 11.0 (110) 95% DESIGN PLANS

All tasks complete. Task closed with Amd. No. 9. Task over budget by -\$111,563. Additional tasks performed listed below:

- MSE Walls (Add: USACE Section 404)
 - 80ft Access Road Bridge (Add/Remove)
 - S. Parking Area (Add/Remove)
 - Eberle Driveway (Add)
 - Towne Road near Roundabout (Add)
- Towne Road / Sequim Dungeness Way
 - Intersection Alternatives
 - Roundabout
- Towne Road/Levee – Extend South to meet flood water surface elevation designs
- Stormwater bioswales (Add: USACE Section 404)
- Miscellaneous Coordination w/ Rivers Edge (did not revise design)
- Project design sequencing for construction related settlement and USACE Section 404 temporary fill requirements.

TASK 12.0 (120) FINAL DESIGN PLANS

Phase 1 Design all tasks complete. Phase 2 design tasks partly complete and work remains. Task closed with Amd. No. 9. Task under budget +\$25,327. Remaining tasks performed listed below to be performed as part of new Task 15.1 Civil Final Design.

- Phase 2 Final Design (County Changes)
 - Existing Levee Removal and Material Reuse Plans

- N. Levee and Parking Area Grading
- Planting Plans/Specs
- Pavement/Striping Plans/Specs
- Stormwater Drainage and Bioswale Plans/Specs
- Towne Road South Extension
- Towne Road Removal and Environmental Contamination Plans
- PCC Drain Tile Design
- Phase 2 Plans, Specs, Cost, Bid Documents
- Phase 2 Final Design (Rivers Edge Changes)
 - Remove 80ft Bridge, S. Spur Levee
 - Towne Road and Dairy Property revised stormwater drainage
 - Towne Road/Levee riprap design
 - Historic channel inlet/alignment revised plans
 - South floodplain near historic channel revised planting plans

TASK 13.0 (130) PERMIT SUPPORT

Permit tasks complete. All permits awarded to start construction and issue Phase 1 bid documents. Permit amendments needed for Rivers Edge changes. Significant number of revisions listed below. Task closed with contract Amd. No. 9. Task over budget by -\$143,795. Additional tasks performed listed below:

- Finalize alternatives analysis and wetland impact updates
- PCC drain tile wetland reconnaissance
- Temporal effects analysis
- Indirect effects analysis and buffer planting plans (substantial changes)
- WSDOT site mitigation plan update (substantial changes)
- Mitigation credit calculations and revisions
- Rivers Edge connector memo
- Mitigation contingency plans
- Monitoring plans, invasive species management, performance standards permit addenda
- USFWS Section 7 concurrence coordination and contractor handbook coordination
- Ecology 401 coordination
- Multiple USACE, Ecology, WSDOT meetings and negotiations
- USACE Section 408 coordination
- Section 106 minor coordination
- Environmental compliance spreadsheet
- Phase 1 contract specification for environmental permit review/update

- Ecology NPDES coordination w/ County

Remaining tasks are associated with permit amendments needed for Rivers Edge project changes (see Task 15.6).

TASK 13.1 (131) SECTION 408 - SAR

Most tasks complete. Task closed with contract Amd. No. 9. Task over budget by -\$11,682.

Remaining tasks performed listed below:

- Letter to USACE for meeting authorization conditions
 - Pavement section above flood management level (Complete)
 - Updated levee fill material and riprap at 95% design (Complete / needs submittal).
 - Requester letter of acknowledgement of risk management maintenance items in Section 3.4.1 of design report. (Complete)
 - Riprap scour design update for 95% design. (Complete / needs submittal)
 - Prior to construction submit 100% design of bridge for approval.
 - Real estate right of way and easements (Nearly complete, in progress with County, WDFW, WSDOT)
- Other remaining commitments during final design and construction
 - SAR independent geotechnical review of borrow materials submittal, construction and compaction methods
 - Submit revised hydraulics and levee profile design height memo.
 - Submit revised hydraulics, scour, riprap size and extents design memo.

Remaining tasks to be performed as part of Task 15.8.

TASK 13.2 (132) FEMA LOMR

Task not started. Task under budget remain +\$91,733. Completing the LOMR is contingent upon updates to Phase 2 plans and completing / surveying the as-built area with LiDAR (see S&W Amendment No. 9 Engineering Services with LiDAR survey). Remaining tasks to be performed as part of Task 15.9.

TASK 14.0 LANDS, EASEMENTS, RIGHT OF WAY(S)

All tasks complete. Task closed with Amd. No. 9. Task over budget by -\$14,267. Additional tasks performed listed below:

- Revised property exhibits, legal descriptions, tabulation of areas for changes in property ownership (Rivers Edge).
- Assisted County and consultant appraiser in providing valuations for project ecosystem function and wetland mitigation on WDFW and WSDOT properties.
- Additional coordination with County during WDFW and WSDOT negotiations.

SCOPE OF SERVICES – CONTRACT AMD. NO. 9

TASK 15.0 PHASE 2 - PROJECT MANAGEMENT

Task 15 is a new set of tasks to complete Phase 2 final designs and update permits associated with work remaining from the 95% designs and to include changes to the Project, including changes from the Rivers Edge project.

Project management tasks will include:

- Contracting / subcontracting
- Progress reports and invoicing
- Scheduling and coordination

TASK 15.1 PHASE 2 - GEOTECH FINAL DESIGN UPDATE

The remaining geotechnical design tasks are listed below:

- Geotechnical field explorations / monitoring
 - Levee removal test pits for material re-use on site (New task)
 - Request for and coordination with USACE Risk Management Review
 - Geotechnical laboratory testing: Sieve analysis, organic content analysis, plasticity index analysis, and compaction testing
 - Final Existing Levee Re-use Letter. This letter will include locations of test pits, logs of test pits, and associated geotechnical laboratory testing.
 - Towne Road removal (New task)
 - Additional potholing for environmental contamination testing
 - Environmental laboratory testing: Diesel and heavy oil, gasoline, polycyclic aromatic hydrocarbons, Resource Conservation and Recovery Act metals, volatile organic compounds, and polychlorinated biphenyls
 - Towne Road removal and contaminated soil handling and disposal recommendations
 - Draft Environmental Report and Final Environmental Report. This report will include our recommendations, locations of the potholes and samples retrieved, and environmental laboratory test results.
 - Fasola emergency access road (Task Remain)
 - Moore property hand-borings and soil sampling (No in-situ infiltration testing)
 - Geotechnical laboratory testing: Sieve analysis.
 - Infiltration rates based on geotechnical laboratory testing and soil properties of retrieved hand boring soil samples.

- Monitor groundwater dataloggers, update database and issue data (Task Remain)
- Towne Road Levee / North Levee
 - Settlement monitoring data review (New Task)
 - Final road design grade recommendations from settlement data (New Task)
 - Pavement final design (Task Remain)
 - Towne Road/Levee Riprap Design on south corner (Rivers Edge – New Task)
 - Towne Road Scour and Drainage Ditch seepage and stability checks (New Task)
 - North Levee / North Parking Area material reuse specifications and quantities (New Task)
 - North Levee / North Parking Area settlement analysis (New Task)
- MSE Walls
 - Adjust/modify Eberle Driveway plans from settlement data
 - Adjust/modify Towne Road near Roundabout plans from settlement data
- USACE Section 408 Approval
 - Submit Section 408 response to authorization conditions
 - Pavement design elevation (Rivers Edge & Settlement)
 - Levee embankment material and riprap filter material
 - Riprap / scour design update (Rivers Edge)
 - Provide additional responses to comments
- Revise Geotechnical Data Report
- Revise Geotechnical Design Report

TASK 15.2 PHASE 2 - HYDRAULICS FINAL DESIGN UPDATE

The remaining hydraulics tasks are listed below:

- Update hydraulic model
 - Remove S. Spur Levee
 - Remove 80ft bridge
 - Remove floodplain grading areas
 - Revise historical channel grading
 - Relocate roughness elements for large woody materials and plantings
 - Add Rivers Edge levee and connection
- Update / check no-rise analysis
- Update scour, riprap design calculations and memo
- Update levee design height memo
- Update / confirm drainage calculations for River's Edge culvert through Towne Road
- Provide feedback, comment responses for Section 408 Approval update

- Provide Final Hydraulics Report

TASK 15.3 PHASE 2 - GEOMORPHIC, HABITAT, PLANTING PLANS FINAL DESIGN UPDATE

The remaining geomorphic and habitat design tasks are listed below:

- Geomorphic update
 - Review revised design plans (Rivers Edge)
 - Update scour, erosion, channel migration (Rivers Edge – Need hydraulics/geomorph report from tribe)
- Update planting plans (USACE Permit and Rivers Edge)
- Finalize large woody material design plans and specifications
- Provide Final Geomorphic and Habitat Design Report

TASK 15.4 PHASE 2 - ROAD & STORMWATER FINAL DESIGN UPDATE

The remaining road and stormwater design tasks are listed below:

This task includes the remaining road and stormwater design tasks to incorporate project changes from the River's Edge Project and Permitting requirements. And to carry the work from a 95% design level to Final PS&E. This work is as listed below:

- Remove 80ft Bridge, access road to Bridge and Spur Levee, and S. Parking Area design from the plans, estimate, and specifications.
- Finalize road alignments and profiles, grading plans and sections to match the new WSEL and new edge conditions present with removal of the bridge, parking, and access road.
- Finalize paving plans including revisions to guardrail lengths, asphalt curb locations, and access points to the remaining parking and levee maintenance locations
- Finalize Roundabout design
- Finalize striping plans and signing plans, including revisions to Towne road to remove the center turn lane in the area of the south parking lot that was removed.
- Finalize stormwater drainage design plans and report, including revisions to move the southern most bioswale to the east side of the roadway and adjust all piping and bioswales to the new grading surface and roadway profile.
- Revise North parking area design to raise parking lot and connect the parking lot to the levee surface
- Coordinate with County, Prime, and Utility for utility relocations. This includes receiving relocation plans from the Utility, reviewing the relocation plans and providing

comments if conflicts still remain, and incorporating the design features into the Project plans for Contractors reference.

- Coordinate with prime on MSE Wall / Road Grading and adjust roadway profiles to match needs of grading limits set in permitting and the new WSEL.
- Provide feedback, comment responses for Section 408 Approval update

TASK 15.5 PHASE 2 – PROPERTY SURVEYS, RIGHT OF WAY, EASEMENTS

The remaining survey tasks are listed below:

- Revise Right of Way and Easement drawings and boundaries
- Revise legal descriptions
- Update table of acreages
- Resubmit real estate exhibits and supporting documents
- Coordinate with County during revised real estate exhibits

TASK 15.6 PHASE 2 - CIVIL FINAL DESIGN UPDATE

Civil design tasks include developing plans, specifications, quantity takeoff, cost estimates for the following design items:

- Phase 2 Final Design Plans
 - Remove (Rivers Edge)
 - 80ft Bridge
 - S. Spur Levee
 - Access Road
 - S. Parking Area
 - Final road/levee grading plans and profiles
 - Towne Road Levee profile from settlement
 - North Levee
 - Levee removal plans, sections and quantities
 - N. Levee and Parking Area Grading (levee material reuse)
 - Update/finalize planting plans, specs, quantities (Rivers Edge)
 - Pavement, striping plans, specs
 - Stormwater Drainage and Bioswale Plans/Specs
 - Revise historical side channel (Rivers Edge)
 - Add Towne Road and Dairy Property revised stormwater drainage design (Rivers Edge)
 - Add riprap Towne Road South area (Rivers Edge)
 - Towne Road Removal and Environmental Contamination Plans
 - PCC Drain Tile Design

- Eberle Driveway Entrance and MSE Walls profiles, guardrails
 - Update Phase 2 Plans, Specs, Cost, Bid Documents
 - Relocate S. Parking Area (Rivers Edge)
 -
 - South Levee Access (Fasola Road) Revisions
 - Update Real Estate right of way and easements footprints
- Quantity takeoffs / cost estimates
- Contract specifications
- Utility relocate coordination with County and PUD
- Provide feedback, comment responses for Section 408 Approval update

TASK 15.7 PHASE 2 - ENVIRONMENTAL PERMIT AMENDMENTS

The remaining environmental permit tasks are listed below:

- USACE Section 404 amendment
 - Revised plans
 - Update wetland impact areas and calculations
 - Update Compensatory Mitigation Report
 - ESA Section 7 – No update required
 - Section 106 – No update required
- Ecology Section 401 amendment
 - Coordination for amendment with Ecology
- Ecology Section 402 (NPDES) – No update required
- WDFW HPA
 - Revised plans update
- WDNR - No update required
- Clallam County - No update required
- Environmental Commitment Matrix periodic updates

TASK 15.8 PHASE 2 – SECTION 408 AMENDMENTS

The remaining Section 408 authorization tasks are listed below:

- Letter to USACE for meeting authorization conditions
 - Pavement section above flood management level (Complete)
 - Updated levee fill material and riprap at 95% design (Remains).
 - Requester letter of acknowledgement of risk management maintenance items in Section 3.4.1 of design report. (Complete)
 - Riprap scour design update for 95% design. (Additional Task Remain Rivers Edge)

- Prior to construction submit 100% design of bridge for approval. (Task Remain, to be removed, Rivers Edge)
 - Real estate right of way and easements (Additional Task Remain Rivers Edge)
- Design change request to USACE (Tasks Remain - Rivers Edge)
 - Remove 80ft bridge, S. Spur Levee, S. Parking Area
 - Provide additional coordination and responses to comments
 - Design change submittals
 - Remove 80ft bridge, S. Spur Levee, S. Parking Area
 - Submit revised hydraulics and levee profile design height memo.
 - Submit revised hydraulics, scour, riprap size and extents design memo.
- Other commitments during final design and construction (Tasks Remain)
 - SAR independent geotechnical review of borrow materials submittal, construction and compaction methods

TASK 16.0 PHASE 2 DESIGN – MEETINGS & CALLS

Provide the following tasks below:

- Participate in up to 2 hours of calls weekly with the County (Project Manager)
- Geotech, hydraulics, road/stormwater provide up to 16 hours each for meeting and call coordination time.
- Environmental permits provide up to 40 hours each for meeting and call coordination time.
- Project manager attend up to 4 meetings in person or site visits at or near the Project site or at the County building. No other staff will provide site visits in person.
- Rivers Edge coordination time with County, Jamestown S’Klallam Tribe, and USACE.

TASK 17.0 PHASE 2 DESIGN - OUTREACH

Provide the following tasks below:

- Project Manager and staff engineer provide up to 40 hours each (80 hours total) for outreach and coordination time with neighbors or other local entities or grant agencies.

TASK 18.0 FEMA LETTER OF MAP REVISION

The County is the designated floodplain administrator responsible for compliance with both County and Federal floodplain regulations. The Project is making modifications to flood protection structures and restoring habitat in the regulated floodplain as designated on the FEMA Flood Insurance Rate Map (FIRM) 530021-0365D, effective December 5, 1989. The Project hydraulics studies have demonstrated no-rise in the floodplain and floodway, meeting the

County and Federal standards for avoiding floodplain impacts. The County and Consultant have been coordinating with FEMA for guidance on the Project and meeting FEMA regulations. One issue for the project is that even though the project meets the floodplain and floodway No-Rise criteria, the floodplain map and flood hydrology is dated, and the levee will be moving with respect to its location on the FIRM. FEMA has indicated that a CLOMR may not be necessary, but recommended a LOMR to address the changes in levee and flood elevations resulting from the Project. Task 13.2 is an option for the County to include to update the Flood Insurance Rate Map through the LOMR process, which is what the County would likely require of a developer or proponent building structures or modifying the floodplain

Provide the following tasks below:

- Finalize grading plan using post-construction LiDAR as-builts
- Rerun hydraulic model
- Perform levee breach analysis at upper, middle and downstream levee sections.
- Provide inundation maps for the following conditions:
 - As-built with levee
 - As-built with levee breach upstream
 - As-built with levee breach middle
 - As-built with levee lower breach
- Perform encroachment analysis to determine extents of floodway
- Provide a revised Flood Insurance Rate Map with annotations showing:
 - New floodway boundary
 - New special flood hazard areas considering various levee overtop and breach scenarios
 - Workmap with FEMA survey/model/comparison cross sections

DELIVERABLES

The contract schedule and phases are listed below:

- Monthly invoices and progress reports.
- Draft and Final Environmental Report (Existing Towne Road)
- Revised Final Geotechnical Data Report
- Revised Final Geotechnical Design Report
- Final Hydraulics Report
- Final Geomorphic and Habitat Design Plans, Specs, Quantities, Cost and Report
- Final Road and Stormwater Design Plans, Specs, Quantities, Cost and Report
- Final Right of Way and Easement Exhibits, Table of Acreages, Legal Descriptions
- Final Civil Design Plans, Specs, Quantities, Cost and Report
- Section 404/401 Permit Addenda

- Section 408 Letter Response and Revised Project Addenda/Report
- FEMA Letter of Map Revision Report and maps

ASSUMPTIONS

The contract schedule and phases are listed below:

- Phase 2 design and permitting period is Aug. 1, 2021 through Dec. 31, 2021.
- Phase 1 construction period is July 20, 2021 through May 31, 2022.
- Phase 2 construction period is June 1, 2022 through December 31, 2022.
- Jamestown S'Klallam Tribe will provide hydraulics, geomorphology, and geotechnical reports and civil design plans for the Rivers Edge project review and coordination.
- Assume that County will provide the requested Statement of No Objection for the Tribe's Rivers Edge Project to meet the requirements of the Section 408 with the USACE.
- Fasola access road not included in Phase 2 Final design. Access will be coordinated by County with Tribe through River's Edge project.

SCHEDULE

The estimated schedule for completing these tasks is listed below:

- Phase 2 Revised Design and Final Reports
 - Draft Environmental Report – Oct. 30th
 - Revised Final Geotech Data Report – Oct. 30th
 - Revised Final Geotech Design Report – Nov. 30th
 - Revised Final Hydraulics – Oct. 30th
 - Revised Final Geomorph/Habitat – Oct. 30th
 - Revised Real Estate - Submittal – Oct. 30th
 - Final Environmental Report – Oct. 30th
 - Revised Final Designs, Costs, Specs – Nov. 30th
- Phase 2 Permit Addenda
 - Section 401 Amendment Submittal – Oct. 30th
 - Section 408 Amendment Submittal – Oct. 30th
 - Permit Coordination & Approval – Jan. 31st, 2022
- Phase 2 Construction Bid Advertisement – Feb. 15th, 2022 (Part of Amendment No. 8 Engineering Services During Construction)

COMPENSATION

1. ☐ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of _____ DOLLARS (\$) 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:

Please see attached budget

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 EIGHT HUNDRED FORTY NINE THOUSAND FOUR HUNDRED SIX DOLLARS (\$849,406) 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): WSDOT Per Diem and Travel Expense Rates for 2021

COST SUMMARY - PHASE 2 Final Design, Permits and Rivers Edge Updates

Classification	General Hourly Rate (2021)	Hours	Cost
Officer	\$260.00	552.0	\$143,520.00
Senior Associate	\$215.00	113.0	\$24,295.00
Associate	\$190.00	188.0	\$35,720.00
Sr Professional III	\$175.00	122.0	\$21,350.00
Sr Professional II	\$160.00	17.0	\$2,720.00
Sr Professional I	\$145.00	374.0	\$54,230.00
Professional IV	\$130.00	366.0	\$47,580.00
Professional III	\$115.00	0.0	\$0.00
Professional II	\$105.00	620.0	\$65,100.00
Professional I	\$95.00	0.0	\$0.00
Sr. Tech Services	\$130.00	8.0	\$1,040.00
Tech Services	\$85.00	0.0	\$0.00
Sr. Office Services	\$115.00	36.0	\$4,140.00
Total Labor		2396.0	\$399,695.00
Total Reimbursables (see below)			\$340,697.24
Phase 2 Design and Permit Subtotal Estimated Fee			\$740,392.24
Budget Increase For Existing Design Progress			\$109,014.00
Contract Amendment No. 9 Total			\$849,406.24

Reimbursables	Unit	Quantity	Rate	Cost
Test Pits (Existing Levee)	LS	1	\$10,000.00	\$10,000.00
Geotechnical Laboratory Analysis	LS	1	\$6,000.00	\$6,000.00
Potholing + Traffic Control	LS	1	\$8,800.00	\$8,800.00
Environmental Laboratory Analysis	LS	1	\$4,000.00	\$4,000.00
Mileage (Field Explorations)	MI	840	\$0.56	\$470.40
Ferry RT	RT	6	\$41.85	\$251.10
SUB - Hydraulics (WEST)	LS	1	\$52,065.65	\$52,065.65
SUB - Geomorph/Habitat (Cardno)	LS	1	\$57,500.00	\$57,500.00
SUB - Road/Stormwater (HDR)	LS	1	\$72,000.35	\$72,000.35
SUB - Survey (JLS)	LS	1	\$24,000.00	\$24,000.00
Reproduction	LS	1	\$500.00	\$500.00
Reproduction	LS	1	\$500.00	\$500.00
Mileage (Env. Permits)	MI	280	\$0.56	\$156.80
Ferry RT (Env. Permits)	RT	2	\$41.85	\$83.70
SUB - Section 408 Review (Icicle)	LS	1	\$5,750.00	\$5,750.00
Mileage (Meetings & Calls)	MI	560	\$0.56	\$313.60
Ferry RT (Meetings & Calls)	RT	4	\$41.85	\$167.40
Mileage (Outreach)	MI	560	\$0.56	\$313.60
Ferry RT (Outreach)	RT	4	\$41.85	\$167.40
SUB - Outreach/Coord (WEST)	LS	1	\$10,384.85	\$10,384.85
SUB - FEMA LOMR (WEST)	LS	1	\$87,272.40	\$87,272.40
Total Reimbursables				\$340,697.24

LABOR & EXPENSE DETAIL - PHASE 2 Final Design, Permits and Rivers Edge Updates

Tasks	Description	Labor													Labor hours	Labor Cost	Expenses	Total
		VP	Sr. Assoc.	Assoc.	Sr. Prof. II	Sr. Prof. II	Sr. Prof. I	Prof. IV	Prof. III	Prof. II	Prof. I	Sr. Tech Services	Tech Services	Sr. Office Services				
15.0	P2 - PROJECT MANAGEMENT	80	0	0	0	0	0	0	0	0	0	0	0	0	90	\$21,950	\$0	\$21,950
15.1	P2 - GEOTECH/FINAL DESIGN	26	65	4	0	17	334	506	0	0	0	8	0	21	581	\$69,860	\$29,522	\$119,402
15.2	P2 - HYDRAULICS	20	0	0	26	0	0	40	0	64	0	0	0	0	152	\$22,020	\$52,066	\$74,086
15.3	P2 - GEOMORPH/HABITAT FINAL DESIGN	34	0	8	20	0	0	56	0	80	0	0	0	0	188	\$29,540	\$52,500	\$82,040
15.4	P2 - ROAD/STORMWATER FINAL DESIGN	16	0	0	0	0	0	0	0	40	0	0	0	0	56	\$9,360	\$72,000	\$80,360
15.5	P2 - PROPERTY/ROW FINAL	16	0	0	0	0	0	0	0	60	0	0	0	0	76	\$10,400	\$24,000	\$34,400
15.6	P2 - CIVIL FINAL DESIGN	80	16	8	0	0	8	40	0	240	0	0	0	0	392	\$57,320	\$200	\$57,820
15.7	P2 - ENVIRONMENTAL PERMITS/AMENDMENTS	16	0	120	74	0	0	0	0	0	0	0	0	5	215	\$40,465	\$741	\$41,206
15.8	P2 - SECTION 408 AMENDMENTS	80	8	0	0	0	16	0	0	80	0	0	0	0	184	\$33,240	\$5,750	\$38,990
16.0	P2 - MEETINGS & CALLS	80	24	48	0	0	16	0	0	0	0	0	0	0	168	\$37,400	\$481	\$37,881
17.0	P2 - OUTREACH	80	0	0	0	0	0	24	0	16	0	0	0	0	120	\$25,000	\$10,866	\$35,866
18.0	FEMA - LOMR	24	0	0	0	0	0	100	0	40	0	0	0	0	164	\$23,440	\$67,272	\$110,712
	Subtotal	552	113	188	122	17	374	366	0	620	0	8	0	26	2399	\$399,695	\$240,887	\$740,302

Subcontract Expenses/Other Expenses		Sub	Other	Sub Price	Other Price
15.1	Test Pits (Existing Levee)	LS	1	\$10,000	\$10,000
15.1	Geotechnical Laboratory Analysis	LS	1	\$6,000	\$6,000
15.1	Paving - Traffic Control	LS	1	\$8,800	\$8,800
15.1	Environmental Laboratory Analysis	LS	1	\$4,000	\$4,000
15.1	Mileage (Field Explorations)	MR	840	\$0.56	\$470
15.1	Ferry RT	RT	6	\$42	\$251
15.2	SUB - Hydraulics (WEST)	LS	1	\$52,066	\$52,066
15.3	SUB - Geomorph/Habitat (Candro)	LS	1	\$57,500	\$57,500
15.4	SUB - Road/Stormwater (CDR)	LS	1	\$72,000	\$72,000
15.5	SUB - Survey (LS)	LS	1	\$24,000	\$24,000
15.6	Reproduction	LS	1	\$500	\$500
15.7	Reproduction	LS	1	\$500	\$500
15.7	Mileage (Env. Permits)	MR	280	\$0.56	\$157
15.7	Ferry RT (Env. Permits)	RT	2	\$42	\$84
15.8	SUB - Section 408 Review (Ecche)	LS	1	\$5,750	\$5,750
16	Mileage (Meetings & Calls)	MR	560	\$0.56	\$314
16	Ferry RT (Meetings & Calls)	RT	4	\$42	\$167
17	Mileage (Outreach)	MR	560	\$0.56	\$314
17	Ferry RT (Outreach)	RT	4	\$42	\$167
17	SUB - Outreach/Coord (WEST)	LS	1	\$10,385	\$10,385
18	SUB - FEMA LOMR (WEST)	LS	1	\$67,272	\$67,272
	SUBTOTAL - ODCs				\$340,887

Budget Increase For Existing Design Progress	\$108,014
Contract Amendment No. 8 Total	\$848,406



AGENDA ITEM SUMMARY

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

2b
8/13/21

Department: Dept. of Community Development

WORK SESSION ☒ **Meeting Date:** 7.26.21

REGULAR AGENDA ☒ **Meeting Date:** 8.03.21

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

Item summary:

- | | |
|---|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 334.16.005-10 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: The attached contract amendment is associated with the Lower Dungeness River Floodplain Restoration and Levee/Road Realignment Project. This amendment updates the contract to include work to be performed by Shannon & Wilson (S&W) to provide engineering support during construction, to provide for a resident engineer, field observation, and survey and permit support, during the Bid and Construction Phases of the Project. During Phase I, this contract is funded by Floodplains by Design and Puget Sound Acquisition and Restoration grants, and during Phase II, the contract will also be funded by a USFWS grant titled Lower Dungeness Floodplain Reconnection.

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 budget action is required.

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

County Official signature & print name: Lori Kennedy for Mary Ellen Wimborn
Lori Kennedy

Name of Employee/Stakeholder attending meeting: Cathy Lear or Joel Green, Joe Donisi

Relevant Departments: DCD, Public Works

Date submitted: 7.21.21

* 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)



**PERSONAL SERVICES AGREEMENT
AMENDMENT 10**

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

Name: Shannon & Wilson, Inc.
Address: 400 N. 34th Street, Suite 100
Seattle, WA 98103
Phone N°: 206.632-8020

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

This Amendment is comprised of:

- ☒ Attachment A – Scope of Work
- ☒ Attachment B – Compensation

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 3rd day of August, 2021 and shall, unless terminated as provided elsewhere in the Agreement, end on the.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of August, 2021.

CONTRACTOR

D. Cline

CLALLAM COUNTY BOARD OF COMMISSIONERS

Mark Ozias, Chair

Print name: David Cline

Title: Vice President, Hydraulic Engineer

Date: July 21, 2021

Originals: BOCC
Vendor
Initiating Department

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

SCOPE OF WORK

SCOPE OF SERVICES

This scope of services describes work to be performed by Shannon & Wilson (S&W) to provide engineering support during construction, resident engineer, field observation, survey and permit support. Bid and Construction Phases of the Lower Dungeness River Floodplain Restoration and Levee/Road Realignment Project.

Phase 1 and Phase 2 Tasks are listed below:

- Task 210 – Phase 1 Construction (P1)
- Task 220 – Phase 2 Construction (P2)

TASK 211. PHASE 1 (P1) - PROJECT MANAGEMENT

The following project management services will be provided.

- Monthly progress reports and invoicing.
- Contract coordination and project document filing.
- Staffing / scheduling.
- Coordination with Clallam County (County) and subconsultants.

TASK 212. P1 - BID-PHASE SERVICES

The following bid-phase services will be provided.

- Assistance with contract final review and bid advertisement.
- Answer Contractor calls and attend calls with the County during Bid Phase.
- Answer Contractor questions and Requests for Information (RFIs) and issue up to five addenda during Bid Phase.
- Review and provide comments and tabulate Contractor bids / costs at bid opening.
- Maintain copies of current construction contract documents and files for County and S&W.
- Attend 1 site visit during bid-phase.

TASK 213. P1 - OFFICE ENGINEERING ASSISTANCE

The following tasks and services will be provided by S&W during the Phase 1 of the construction Project.

- Review and provide written comments on submittals, plans and shop drawings.
- Review and provide written responses to Requests for Information (RFIs).
- Review and provide written responses to Submittals.
- Review Requests for Approval of Materials (RAMs).
- Review and Issue Change Order Amendments (with County approval).

- Review field activities for contract specification compliance.
- Develop a project levee operations and maintenance plan.

TASK 214. P1 - SURVEY

The Contractor is assigned survey responsibility for the construction contract including reestablishing survey control, grade staking, and as-built surveys. S&W will provide survey for the following items upon engineer request.

- Professional Land Survey check / reestablish project survey control points and property corners.
- Establish the clearing limits / construction line limits.
- Grade checks for quality control and pay surveys upon engineer request.
- Settlement plate survey checks.
- Provide material quantity survey or measurement checks.
- Other miscellaneous survey.

TASK 215. P1 - FIELD OBSERVATION SERVICES/LAB TESTING

The following tasks and services will be provided by S&W during the Phase 1 and Phase 2 construction phases of the Project.

- Provide on-site field construction observations for:
 - Excavations and subgrade preparation.
 - Geosynthetic installations.
 - Geosynthetic retaining wall installations.
 - Fill placement and compaction.
 - Settlement observations.
 - Culvert installations.
 - Riprap and erosion and sediment control installations.
 - Dewatering, cofferdam, diversion and bypass installations.
 - Erosion control BMPs and seeding.
 - Floodplain/wetland mitigation excavations.
 - Erosion control seeding areas.
 - Large woody material installations.
 - Plantings.
- Perform Quality Control field sampling and laboratory testing not to exceed \$5,000 per phase.
- Field observer participate in on-site construction meetings on as-needed basis as requested by the County or Engineer.
- Lead engineer to attend Pre-construction and weekly contractor meetings

TASK 216. P1 - PERMIT ASSISTANCE

Provide permit assistance and support throughout the construction contract including the following tasks.

- Review and assist County with environmental permit compliance for construction phase; permit modifications related to River's Edge are provided under separate contract.
- Provide input to permit related RFIs.
- Coordinate with permit agencies including notifications.
- Provide permit as-built report for regulatory agency submittal.

TASK 217. P1 - MEETINGS & CALLS

Attend periodic meetings and calls described in the following tasks.

- Attend Pre-construction and weekly contractor meetings
- Participate in up to weekly update calls with the County.

TASK 218. P1 – DRONE FLIGHT

Perform the following tasks.

- Option - Perform video, LiDAR and multi-spectral drone flight and submit electronic data (only with written approval from the County)

TASK 221. PHASE 2 (P2) - PROJECT MANAGEMENT

The following project management services will be provided.

- Monthly progress reports and invoicing.
- Contract coordination and project document filing.
- Staffing / scheduling.
- Coordination with Clallam County (County) and subconsultants.

TASK 222. P2 - BID-PHASE SERVICES

The following bid-phase services will be provided.

- Assistance with contract final review and bid advertisement.
- Answer contractor calls and attend calls with the County during Bid Phase.

- Answer Contractor questions and Requests for Information (RFIs) and issue up to five addenda during Bid Phase.
- Review and provide comments and tabulate Contractor bids / costs at bid opening.
- Maintain copies of current construction contract documents and files for County and S&W.
- Attend 1 site visit during bid-phase.

TASK 223. P2 - OFFICE ENGINEERING ASSISTANCE

The following tasks and services will be provided by S&W during the Phase 1 of the construction Project.

- Review and provide written comments on submittals, plans and shop drawings.
- Review and provide written responses to Requests for Information (RFIs).
- Review and provide written responses to Submittals.
- Review Requests for Approval of Materials (RAMs).
- Review and Issue Change Order Amendments (with County approval).
- Develop a project levee operations and maintenance plan.

TASK 224. P2 - SURVEY

The Contractor is assigned survey responsibility for the construction contract including reestablishing survey control, grade staking, and as-built surveys. S&W will provide survey for the following items upon engineer request.

- Professional Land Survey check / reestablish project survey control points and property corners.
- Establish the clearing limits / construction line limits.
- Grade checks for quality control and pay surveys upon engineer request.
- Settlement plate survey checks.
- Provide material quantity survey or measurement checks.
- Other miscellaneous survey.
- Option - Perform video, LiDAR and multi-spectral drone flight (only with written approval from the County)

TASK 225. P2 - FIELD OBSERVATION SERVICES/LAB TESTING

The following tasks and services will be provided by S&W during the Phase 1 and Phase 2 construction phases of the Project.

- Provide on-site field construction observations for:
 - Excavations and subgrade preparation.
 - Geosynthetic installations.

- Geosynthetic retaining wall installations.
- Fill placement and compaction.
- Settlement observations.
- Culvert installations.
- Riprap and erosion and sediment control installations.
- Paving, striping and roundabout construction.
- Dewatering, cofferdam, diversion and bypass installations.
- Utility relocations.
- Erosion control BMPs and seeding.
- Floodplain/wetland mitigation excavations.
- Erosion control seeding areas.
- Large woody material installations.
- Plantings.
- Perform Quality Control field sampling and laboratory testing not to exceed \$5,000 per phase.
- Field observer participate in on-site construction meetings on as-needed basis as requested by the County or Engineer.
- Lead engineer to attend Pre-construction and weekly contractor meetings

TASK 226. P2 - PERMIT ASSISTANCE

Provide permit assistance and support throughout the construction contract including the following tasks.

- Review and assist County with environmental permit compliance for construction phase; permit modifications related to River's Edge are provided under separate contract.
- Provide input to permit related RFIs.
- Provide permit as-built report for regulatory agency submittal.

TASK 227. P2 - MEETINGS & CALLS

Attend periodic meetings and calls described in the following tasks.

- Participate in up to weekly update calls with the County.

TASK 228. P2 – DRONE FLIGHT

Perform the following tasks.

- Option - Perform video, LiDAR and multi-spectral drone flight and submit electronic data (only with written approval from the County)

DELIVERABLES

The following deliverables will be provided under the engineering services during construction contract.

- Written responses to bid questions and associated addenda.
- Written responses to RFIs.
- Written comments on review of record of materials requests and submittals.
- Written summaries with documentation of change order requests.
- Daily field inspections reports (goal of submitting within 24-hours of field observations).
- Meeting and call notes.
- Survey notes and CAD files.

ASSUMPTIONS

The following is a list of assumptions for the engineering services during construction contract:

- Construction field observation support will be provided on-site either at five (5) eight (8)-hour days/week or four (4) ten (10)-hour days per week with time included to travel to/from the site (weekly).
- The Contractor is assigned survey responsibility for the construction contract including reestablishing survey control, grade staking, settlement surveys, pay surveys and as-built surveys. Consultant surveys are limited to those described above, unless otherwise requested by the County or Engineer.
- The Contractor will provide testing of materials as required in the contract specifications. The Consultant will allocate \$10,000 (\$5,000 per phase) for additional quality assurance materials testing at the request of the engineer.
- Permit assistance field observations hours assume 40 days of observation each construction phase.
- One drone flight will be performed each year. LiDAR and multispectral flights will only be at the end of Phase 2 for baseline monitoring data.
- Planting period is estimated at 4-weeks.

SCHEDULE

The contract schedule and phases are listed below:

- Phase 1 construction period is June 1, 2021 through May 31, 2022.
- Phase 2 is the period June 1, 2022 through December 31, 2022.

COMPENSATION

1. ☐ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of _____ DOLLARS (\$) 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:

Please see attached budget

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 ONE MILLION EIGHT HUNDRED EIGHTEEN THOUSAND SIXTY ONE DOLLARS (\$1,818,061) 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): WSDOT Per diem and travel expense rates for work occurring in 2021 and 2022

COST SUMMARY - PHASE 1 (July 2021 - May 2022)

Classification	General Hourly Rate (2021)	Hours	Cost
Officer	\$260.00	900.0	\$234,000.00
Senior Associate	\$215.00	232.0	\$49,880.00
Associate	\$190.00	172.0	\$32,680.00
Sr Professional III	\$175.00	192.0	\$33,600.00
Sr Professional II	\$160.00	0.0	\$0.00
Sr Professional I	\$145.00	448.0	\$64,960.00
Professional IV	\$130.00	2844.0	\$369,720.00
Professional III	\$115.00	0.0	\$0.00
Professional II	\$105.00	616.0	\$64,680.00
Professional I	\$95.00	0.0	\$0.00
Sr. Tech Services	\$130.00	0.0	\$0.00
Tech Services	\$85.00	0.0	\$0.00
Sr. Office Services	\$115.00	22.0	\$2,530.00
Total Labor		5426.0	\$852,050.00
Total Reimbursables (see below)			\$157,273.65
Total Estimated Fee			\$1,009,323.65

Reimbursables	Unit	Quantity	Rate	Cost
Mileage	MI	23,980	\$0.56	\$13,428.80
Ferry RT	RT	101	\$41.85	\$4,226.85
Survey Subconsultant	DAY	17	\$1,480.00	\$25,160.00
Survey Equipment Rental	MONTH	12	\$2,000.00	\$24,000.00
Drone Flight Rental	LS	1	\$5,000.00	\$5,000.00
Road Design Eng. HDR	EST	1	\$28,750.00	\$28,750.00
Reproduction	LS	1	\$1,500.00	\$1,500.00
Lodging (Summer - 4days/wk)	DAY	40	\$161.00	\$6,440.00
Lodging (Winter - 4days/wk)	DAY	206	\$104.00	\$21,424.00
Per Diem Meals	EA	294	\$76.00	\$22,344.00
Laboratory Analysis	LS	1	\$5,000.00	\$5,000.00
Total Reimbursables				\$157,273.65

LABOR & EXPENSE DETAIL - PHASE 1 (July 2021 - May 2022)

		Labor													St. Tech Services	Tech Services	St. Office Services	Labor Hours	Labor Cost	Expenses	Total
Task	Description	VP	Sr. Assoc.	Assoc.	Sr. Prof. II	Sr. Prof. I	Sr. Prof. I	Prof. IV	Prof. III	Prof. II	Prof. I	St. Tech Services	Tech Services	St. Office Services							
211	PROJECT MANAGEMENT	88	0	0	0	0	0	0	0	0	0	0	0	0	22	110	\$25,410	\$0	\$25,410		
212	BID PHASE SERVICES	80	0	0	0	0	18	18	0	18	0	0	0	0	0	128	\$20,880	\$120	\$27,000		
213	OFFICE ENGINEERING ASSISTANCE	192	36	0	192	0	192	32	0	192	0	0	0	0	0	896	\$156,320	\$79,250	\$185,570		
214	SURVEY	16	0	0	0	0	0	120	0	120	0	0	0	0	0	256	\$32,360	\$48,160	\$81,520		
215	FIELD OBSERVATION SERVICES/LAB TESTING	364	88	0	0	0	192	2500	0	192	0	0	0	0	0	3356	\$491,760	\$73,243	\$565,003		
216	PERMIT ASSISTANCE	40	0	160	0	0	0	160	0	80	0	0	0	0	0	440	\$70,000	\$500	\$70,500		
217	MEETINGS & CALLS	36	48	0	0	0	48	0	0	0	0	0	0	0	0	192	\$42,240	\$0	\$42,240		
218	OPTION DRONE FLIGHT	4	0	12	0	0	0	16	0	16	0	0	0	0	0	48	\$7,680	\$5,000	\$12,680		
Subtotal		900	332	172	192	0	448	2844	0	816	0	0	0	0	32	5476	\$852,050	\$157,274	\$1,009,324		
Total P1+P2																			\$1,818,898		

Distribution of Hours/Task & Expenses		Unit	Assumed	Cost/Unit	Total
212	Mileage	MI	140	\$3.58	\$78
212	Ferry RT	RT	1	\$42	\$42
213	Road Design Eng. 10HR	EST	1	\$28,750	\$28,750
213	Reproduction	LS	1	\$500	\$500
214	Survey Subcontractor	DAY	17	\$1,480	\$25,160
214	Survey Equipment Rental	MONTH	12	\$2,000	\$24,000
215	Site Visit Mileage (2000WK = 200days)	MI	23840	\$0.56	\$13,350
215	Ferry RT	EA	100	\$42	\$4,180
215	Lodging (Summer - 4days/week)	DAY	40	\$161	\$6,440
215	Lodging (Winter - 4days/week)	DAY	208	\$104	\$21,424
215	Per Diem Meals	EA	294	\$76	\$22,344
215	Laboratory Analysis	LS	1	\$5,000	\$5,000
215	Reproduction	LS	1	\$500	\$500
216	Reproduction	LS	1	\$500	\$500
218	Drone Flight Rental	LS	1	\$5,000	\$5,000
SUBTOTAL - OGCs					\$157,274

	Field Days	Travel Miles	Ferry RT	Per Diem Meal	Lodging (Summer)	Lodging (Winter)
Lead Engineer	48	6720	48	48	0	0
Field Observer 1	226	15760	48	226	20	206
Field Observer 2	20	1360	4	20	20	0
Total		23840	100	294	40	206

COST SUMMARY - PHASE 2 (June 2022 - Dec. 2022)

Classification	General Hourly Rate (2021)	Hours	Cost
Officer	\$267.80	710.0	\$190,138.00
Senior Associate	\$221.45	189.0	\$41,854.05
Associate	\$195.70	172.0	\$33,660.40
Sr Professional III	\$180.25	164.0	\$29,561.00
Sr Professional II	\$164.80	0.0	\$0.00
Sr Professional I	\$149.35	335.0	\$50,032.25
Professional IV	\$133.90	2012.0	\$269,406.80
Professional III	\$118.45	0.0	\$0.00
Professional II	\$108.15	604.0	\$65,322.60
Professional I	\$97.85	0.0	\$0.00
Sr. Tech Services	\$133.90	0.0	\$0.00
Tech Services	\$87.55	0.0	\$0.00
Sr. Office Services	\$118.45	14.0	\$1,658.30
Total Labor		4200.0	\$681,633.40
Total Reimbursables (see below)			\$127,104.20
Total Estimated Fee			\$808,737.60

Reimbursables	Unit	Quantity	Rate	Cost
Mileage	MI	16,020	\$0.58	\$9,240.34
Ferry RT	RT	67	\$43.11	\$2,888.07
Survey Subconsultant	DAY	17	\$1,524.40	\$25,914.80
Survey Equipment Rental	MONTH	6	\$2,060.00	\$12,360.00
Drone Flight Rental	LS	1	\$5,000.00	\$5,000.00
Road Design Eng. HDR	EST	1	\$28,750.00	\$28,750.00
Reproduction	LS	1	\$1,545.00	\$1,545.00
Lodging (Summer - 4days/wk)	DAY	52	\$165.83	\$8,623.16
Lodging (Winter - 4days/wk)	DAY	114	\$107.12	\$12,211.68
Per Diem Meals	EA	197	\$78.28	\$15,421.16
Laboratory Analysis	LS	1	\$5,150.00	\$5,150.00
Total Reimbursables				\$127,104.20

LABOR & EXPENSE DETAIL - PHASE 2 (June 2022 - Dec, 2022)

		Labor																	
Tasks	Description	VP	Dr. Assoc	Assoc	Dr. Prof. II	Dr. Prof. I	Dr. Prof. I	Prof. IV	Prof. III	Prof. II	Prof. I	Dr. Tech Services	Tech Services	Dr. Office Services	Labor Hours	Labor Cost	Expensing	Total	
		2014.1	2014.6	2014.6	2014.6	2014.6	2014.6	2014.6	2014.6	2014.6	2014.6	2014.6	2014.6	2014.6					
221	PROJECT MANAGEMENT	56	0	0	0	0	0	0	0	0	0	0	0	0	14	70	\$16,655	\$0	\$16,655
222	BID PHASE SERVICES	80	0	0	0	0	16	16	0	16	0	0	0	0	0	128	\$27,686	\$124	\$27,810
223	OFFICE ENGINEERING ASSISTANCE	204	162	0	164	0	164	0	0	248	0	0	0	0	0	862	\$156,055	\$36,275	\$196,330
224	SURVEY	16	0	0	0	0	0	120	0	120	0	0	0	0	0	256	\$33,331	\$29,265	\$62,596
225	FIELD OBSERVATION SERVICES/LAB TESTING	248	56	0	0	0	124	1700	0	124	0	0	0	0	0	2282	\$336,376	\$53,026	\$389,401
226	PERMIT ASSISTANCE	40	0	160	0	0	0	160	0	80	0	0	0	0	0	440	\$72,100	\$515	\$72,615
227	MEETINGS & CALLS	62	31	0	0	0	31	0	0	0	0	0	0	0	0	124	\$28,058	\$0	\$28,058
228	OPTION DRONE FLIGHT	4	0	12	0	0	0	16	0	16	0	0	0	0	0	48	\$7,292	\$5,000	\$12,292
Subtotal		710	188	172	164	0	335	2012	0	654	0	0	0	0	14	4200	\$681,633	\$127,104	\$808,738

Equipment/Transportation/Consumables	Unit	Quantity	Unit Price	Total
222 Mileage	MI	140	\$0.58	\$81
222 Ferry RT	RT	1	\$43	\$43
223 Survey Subconsultant	DAY	17	\$1,524	\$25,915
223 Survey Equipment Rental	MONTH	8	\$2,060	\$12,300
224 Road Design Eng. (HQR)	LS	1	\$28,750	\$28,750
224 Reproduction	LS	1	\$515	\$515
225 Site Visit Mileage (FORTY-NINE - 200 daily)	MI	15680	\$0.58	\$9,096
225 Ferry RT	EA	66	\$43	\$2,858
225 Lodging (Summer - 4days/wk)	DAY	52	\$166	\$8,632
225 Lodging (Winter - 4days/wk)	DAY	114	\$107	\$12,212
225 Per Diem Meals	EA	197	\$78	\$15,421
225 Laboratory Analysis	LS	1	\$5,150	\$5,150
225 Reproduction	LS	1	\$515	\$515
226 Reproduction	LS	1	\$515	\$515
223 Drone Flight	LS	1	\$5,000	\$5,000
SUBTOTAL - ODCs				\$127,194

	Field Days	Travel Miles	Ferry RT	Per Diem Meal (Days)	Lodging (Summer)	Lodging (Winter)
Lead Engineer	31	4340	31	31	0	0
Field Observer 1	146	10180	31	146	32	114
Field Observer 2	20	1360	4	20	20	0
Total		15880	66	197	52	114



21-257
2C
8/3/21

AGENDA ITEM SUMMARY

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

Department: Community Development

WORK SESSION X Meeting Date: Mon. July 26, 2021

REGULAR AGENDA X Meeting Date: Tues. Aug. 3, 2021

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

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 332.21-005 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |



Documents exempt from public disclosure attached: ☐

Executive summary:

This is a contract between WA's Recreation & Conservation Organization (RCO) and Clallam County for a grant which funds the North Olympic Lead Entity for Salmon with Puget Sound Acquisition and Restoration and Salmon Recovery Funding Board monies during the 2021-2023 biennium. The Lead Entity works with its partners to advance salmon restoration and recovery in watersheds from Blyn across the Strait of Juan de Fuca to Cape Flattery.

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?** ☐

Our department has already planned for this funding within their budget.

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

We respectfully request that Board of Commissioners sign the contract accepting these funds and also approve the required Resolution of Support.

County Official signature & print name:

A handwritten signature in blue ink that reads "Mary Ellen Winborn".
Name of Employee/Stakeholder attending meeting: Cheryl Baumann July 26, 2021

Relevant Departments: DCD

Date submitted: July 21, 2021

- * 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 (2)
Revised: 3-04-2019

Project Sponsor: Clallam County
Project Title: North Olympic Peninsula LE BN 21-23

Project Number: 21-1212P
Approval Date: 06/21/2021

332.21.005

PARTIES OF THE AGREEMENT

This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington by and through the Salmon Recovery Funding Board (SRFB or funding board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and Clallam County (Sponsor, and primary Sponsor), 223 E 4th St Ste 5, Port Angeles, WA 98362-3015, and shall be binding on the agents and all persons acting by or through the parties.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Prior to and during the Period of Performance, per the Applicant Resolution/Authorizations submitted by all Sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project identified above, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this Agreement on behalf of the Sponsor(s), including indemnification, as provided therein, (3) enter any amendments thereto on behalf of Sponsor(s), and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all Sponsors, unless otherwise allowed in the AMENDMENTS TO AGREEMENT Section.

- A. During the Period of Performance, in order for a Sponsor to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization the Sponsor must provide the RCO a new Applicant Resolution/Authorization signed by its governing body or a written delegation of authority to sign in lieu of originally authorized Representative/Agency(s). Unless a new Applicant Resolution/Authorization has been provided, the RCO shall proceed on the basis that the person who is listed as the Authorized Representative in the last Resolution/Authorization that RCO has received is the person with authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.
- B. Amendments After the Period of Performance. RCO reserves the right to request and Sponsor has the obligation to provide, authorizations and documents that demonstrate any signatory to an amendment has the authority to legally bind the Sponsor as described in the above Sections.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the State Building Construction Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

DESCRIPTION OF PROJECT

The Sponsor shall perform the project as described in the following documents, which are incorporated herein by this reference: Standard Terms and Conditions for Project Agreement, Statement of Work, and Scope of Work

PERIOD OF PERFORMANCE

The period of performance begins on July 1, 2021 (project start date) and ends on June 30, 2023 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The RCO reserves the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date.

STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Recreation and Conservation Office attached hereto are incorporated by reference as part of this Agreement.

LONG-TERM OBLIGATIONS

For this planning project, the sponsor's on-going obligation shall be the same as the period of performance identified in the Period of Performance section.

PROJECT FUNDING

The total grant award provided for this project shall not exceed \$243,977.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
SRFB - PSAR-Lead Entity Contracts	66.31%	\$161,777.00	State
SRFB - Salmon-LE State Contracts	32.87%	\$80,200.00	State
Office - Admin-Sal Operating Contracts	0.82%	\$2,000.00	State
Total Project Cost	100.00%	\$243,977.00	

RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved and/or amended as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with the Agreement, such information shall not be used to vary the terms of the Agreement, unless the terms in the Agreement are shown to be subject to an unintended error or omission. "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of this Agreement will be effective unless set forth in writing signed by all parties. Exception: extensions of the Period of Performance and minor scope adjustments need only be signed by RCO's director or designee and consented to in writing (including email) by the Sponsor's Authorized Representative/Agent or Sponsor's designated point of contact for the implementation of the Agreement (who may be a person other than the Authorized Agent/Representative), unless otherwise provided for in an amendment. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

Unless otherwise expressly stated in an amendment, any amendment to this Agreement shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone. However, any such amendment, unless expressly stated, shall not extend or reduce the long-term obligation term.

COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES

This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, Exhibits, and any applicable federal program and accounting rules effective as of the date of this Agreement or as of the effective date of an amendment, unless otherwise provided in the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone unless otherwise expressly stated in the amendment.

For the purpose of this Agreement, WAC Title 420, SRFB policies shall apply as terms of this Agreement.

For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

- Reimbursements - Manual 8

SPECIAL CONDITIONS

None

AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to either or both the mail address and/or the email address listed below:

Sponsor Project Contact

Cheryl Baumann
Lead Entity Coordinator
223 E 4th St Ste 5
Port Angeles, WA 98362
cbaumann@co.clallam.wa.us

RCO Contact

Jeannie Abbott
Natural Resources Building
PO Box 40917
Olympia, WA 98504-0917
Jeannie.Abbott@gsro.wa.gov

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Unless otherwise provided for in this Agreement, decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

EFFECTIVE DATE

Unless otherwise provided for in this Agreement, this Agreement, for Project 21-1212, shall become effective and binding on the date signed by both the sponsor and the RCO's authorized representative, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

Clallam County

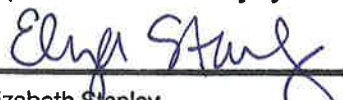
By: _____

Date: _____

Name (printed): _____

Title: _____

Approved as to form only by:


Elizabeth Stanley
Civil Deputy Prosecuting Attorney
Clallam County

**State of Washington Recreation and Conservation Office
On behalf of the Salmon Recovery Funding Board (SRFB or funding board)**

By: _____

Date: _____

Megan Duffy
Director
Recreation and Conservation Office

Pre-approved as to form:

By: 
Assistant Attorney General

Date: 06/01/2021

Project Sponsor: Clallam County
Project Title: North Olympic Peninsula LE BN 21-23

Project Number: 21-1212P
Approval Date: 06/21/2021

Eligible Scope Activities

ELIGIBLE SCOPE ACTIVITIES

Planning Metrics

Worksite #1, Project Development

Targeted salmonid ESU/DPS (A.23):

Chinook Salmon-Puget Sound ESU, Chum Salmon-Puget Sound/Strait of Georgia ESU, Coho Salmon-Puget Sound/Strait of Georgia ESU, Steelhead-Puget Sound DPS

Targeted species (non-ESU species):

None

Area Encompassed (acres) (B.0.b.1):

1034807.0

Miles of Stream and/or Shoreline Affected (B.0.b.2):

526.00

Restoration Planning And Coordination Project

Evaluation/analysis of restoration plans and projects (B.1.b.9)

Project Identified in a Plan or Watershed Assessment (B.1.b.9.a):

Shared Strategy Development Committee. 2007. Puget Sound Salmon Recovery Plan. Seattle, WA.

https://www.westcoast.fisheries.noaa.gov/publications/recovery_planning/salmon_steelhead/domain/s/puget_sound/chinook/pugetsoundchinookrecoveryplan_wo_exec_summary.pdf

Description of the Plan (B.1.b.9.b):

The Lead Entity will coordinate the Citizen Advisor Committees and technical team. This includes arranging and facilitating meetings for both groups. The lead entity will submit a ranked habitat project list to RCO which includes community outreach, scheduling site visits, compiling project rankings, scheduling applicant workshops, etc.

Worksite #2, Habitat Work Schedule

Targeted salmonid ESU/DPS (A.23):

Chinook Salmon-Puget Sound ESU, Chum Salmon-Puget Sound/Strait of Georgia ESU, Coho Salmon-Puget Sound/Strait of Georgia ESU, Steelhead-Puget Sound DPS

Targeted species (non-ESU species):

None

Area Encompassed (acres) (B.0.b.1):

1034807.0

Miles of Stream and/or Shoreline Affected (B.0.b.2):

526.00

Restoration Planning And Coordination Project

Support to local entities or agencies (B.1.b.6)

Project Identified in a Plan or Watershed Assessment (B.1.b.6.a):

Shared Strategy Development Committee. 2007. Puget Sound Salmon Recovery Plan. Seattle, WA.

https://www.westcoast.fisheries.noaa.gov/publications/recovery_planning/salmon_steelhead/domain/s/puget_sound/chinook/pugetsoundchinookrecoveryplan_wo_exec_summary.pdf

Description of the Plan (B.1.b.6.b):

update project information in SRP database

Worksite #3, Outreach

Targeted salmonid ESU/DPS (A.23):

Chinook Salmon-Puget Sound ESU, Chum Salmon-Puget Sound/Strait of Georgia ESU,

Targeted species (non-ESU species):
Area Encompassed (acres) (B.0.b.1):
Miles of Stream and/or Shoreline Affected (B.0.b.2):

Coho Salmon-Puget Sound/Strait of Georgia
ESU, Steelhead-Puget Sound DPS
None
1034807.0
526.00

Restoration Planning And Coordination Project

Support to local entities or agencies (B.1.b.6)

Project Identified in a Plan or Watershed Assessment (B.1.b.6.a):

Shared Strategy Development Committee. 2007. Puget Sound Salmon Recovery Plan. Seattle, WA.
https://www.westcoast.fisheries.noaa.gov/publications/recovery_planning/salmon_steelhead/domain/s/puget_sound/chinook/pugetsoundchinookrecoveryplan_wo_exec_summary.pdf

Description of the Plan (B.1.b.6.b):

The Lead Entity will work with project sponsors, member groups, local agencies, and others to document the goals and strategies needed for salmon recovery in its area. The lead entity will also build community support for project recruitment and development through outreach activities and assist partners with cross-watershed communications for consistent messaging.

Worksite #4, PSAR Project Development Assistance

Targeted salmonid ESU/DPS (A.23):

Chinook Salmon-Puget Sound ESU, Chinook Salmon-Puget Sound ESU, Chum Salmon-Puget Sound/Strait of Georgia ESU, Steelhead-Puget Sound DPS

Targeted species (non-ESU species):
Area Encompassed (acres) (B.0.b.1):
Miles of Stream and/or Shoreline Affected (B.0.b.2):

None
1034807.0
526.00

Restoration Planning And Coordination Project

Support to local entities or agencies (B.1.b.6)

Project Identified in a Plan or Watershed Assessment (B.1.b.6.a):

Shared Strategy Development Committee. 2007. Puget Sound Salmon Recovery Plan. Seattle, WA.
https://www.westcoast.fisheries.noaa.gov/publications/recovery_planning/salmon_steelhead/domain/s/puget_sound/chinook/pugetsoundchinookrecoveryplan_wo_exec_summary.pdf

Description of the Plan (B.1.b.6.b):

Provide project development assistance and finish barrier level assessments in WRIA 19

Project Sponsor: Clallam County
Project Title: North Olympic Peninsula LE BN 21-23

Project Number: 21-1212P
Approval Date: 06/21/2021

Project Milestones

PROJECT MILESTONE REPORT

Complete	Milestone	Target Date	Comments/Description
	Project Start	07/01/2021	
	Annual Project Billing Due	07/31/2022	
	Progress Report Due	07/31/2022	
	Agreement End Date	06/30/2023	
	Final Billing Due	07/31/2023	
	Final Report Due	07/31/2023	

Project Sponsor: Clallam County
Project Title: North Olympic Peninsula LE BN 21-23

Project Number: 21-1212P
Approval Date: 06/21/2021

Standard Terms and Conditions of the Recreation and Conservation Office

Table of Contents

STANDARD TERMS AND CONDITIONS EFFECTIVE DATE	8
CITATIONS, HEADINGS AND DEFINITIONS	8
PERFORMANCE BY THE SPONSOR	10
ASSIGNMENT	10
RESPONSIBILITY FOR PROJECT	11
INDEMNIFICATION	11
INDEPENDENT CAPACITY OF THE SPONSOR	11
CONFLICT OF INTEREST	12
COMPLIANCE WITH APPLICABLE LAW	12
RECORDS	12
PROJECT FUNDING	13
PROJECT REIMBURSEMENTS	13
ADVANCE PAYMENTS	14
RECOVERY OF PAYMENTS	14
COVENANT AGAINST CONTINGENT FEES	14
INCOME (AND FEES) AND USE OF INCOME	14
PROCUREMENT REQUIREMENTS	14
TREATMENT OF EQUIPMENT AND ASSETS	15
RIGHT OF INSPECTION	15
STEWARDSHIP AND MONITORING	15
PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS	15
ORDER OF PRECEDENCE	15
LIMITATION OF AUTHORITY	16
WAIVER OF DEFAULT	16
APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH	16
SPECIFIC PERFORMANCE	16
TERMINATION AND SUSPENSION	16
DISPUTE HEARING	17
ATTORNEYS' FEES	18
GOVERNING LAW/VENUE	18
SEVERABILITY	18
END OF STANDARD TERMS AND CONDITIONS	18

STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This document sets forth the Standard Terms and Conditions of the Recreation and Conservation Office as of 06/09/2021.

CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

Agreement, terms of the Agreement, or project agreement – The document entitled "RCO GRANT AGREEMENT" accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the RCO Grant Agreement, all exhibits, attachments, addendums, amendments, and applicable manuals, and any intergovernmental agreements, and/or other documents that are incorporated into the Agreement subject to any limitations on their effect under this Agreement.

applicable manual(s), manual – A manual designated in this Agreement to apply as terms of this Agreement, subject (if applicable) to substitution of the "RCO director" for the term "board" in those manuals where the project is not approved by or funded by the referenced board, or a predecessor to the board.

applicable WAC(s) – Designated chapters or provisions of the Washington Administrative Code that apply by their terms to the type of grant in question or are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the "RCO director" for the term "board" or "agency" in those cases where the RCO has contracted to or been delegated to administer the grant program in question.

applicant – Any party, prior to becoming a Sponsor, who meets the qualifying standards/eligibility requirements for the grant application or request for funds in question.

application – The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the "Application" in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor's signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

C.F.R. – Code of Federal Regulations

completed project or project completion – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

contractor – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

Cultural Resources – Archaeological or historic archaeological sites, historic buildings/structures, and cultural or sacred places.

director – The chief executive officer of the Recreation and Conservation Office or that person's designee.

education project – A project that provides information, education, and outreach programs and/or services for the benefit of outdoor recreationists. This project may involve limited amounts of capital construction or installation of tangible property.

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. § 200.33 (2013)).

funding board or board – The Washington State Recreation and Conservation Funding Board, or the Washington State Salmon Recovery Funding Board. Or both as may apply.

Funding Entity – the entity that approves the project that is the subject to this Agreement.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

indirect cost – Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. § 200.56 (2013)).

long-term obligations – Sponsor's obligations after the project end date, as specified in the Agreement and manuals and other exhibits as may apply.

match or matching share – The portion of the total project cost provided by the Sponsor.

milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

Office – Means the Recreation and Conservation Office or RCO.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance – The period beginning on the project start date and ending on the project end date.

planning project - A project that results in one or more of the following: 1) a study, a plan, assessment, project design, inventory, construction plans and specifications, and permits; or 2) a project that provides money to facilitate the work of an organization engaged in planning and coordination, or resource stewardship.

pre-agreement cost – A project cost incurred before the period of performance.

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. Administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

project – The undertaking that is funded by this Agreement either in whole or in part with funds administered by RCO.

project completion or completed project – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. § 200.83 (2013) for federally funded projects).

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

RCO – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

RCW – Revised Code of Washington

reimbursement – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

secondary Sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

SRFB – Salmon Recovery Funding Board

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. § 200.92 (2013). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the Project Funding Section.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

tribal consultation – Outreach, and consultation with one or more federally recognized tribes (or a partnership or coalition or consortium of such tribes, or a private tribal enterprise) whose rights will or may be significantly affected by the proposed project. This includes sharing with potentially-affected tribes the scope of work in the grant and potential impacts to natural areas, natural resources, and the built environment by the project. It also includes responding to any tribal request from such tribes and considering tribal recommendations for project implementation which may include not proceeding with parts of the project, altering the project concept and design, or relocating the project or not implementing the project, all of which RCO shall have the final approval of.

useful service life – Period during which a built asset, equipment, or fixture is expected to be useable for the purpose it was acquired, installed, developed, and/or renovated, or restored per this Agreement.

WAC – Washington Administrative Code.

PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO (to include any RCO approved changes or amendments thereto). All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written approval of the RCO.

RESPONSIBILITY FOR PROJECT

While RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project has more than one Sponsor, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO, its employees, assigns, consultants and contractors, and members of any funding board or advisory committee or other RCO grant review individual or body, have no responsibility for reviewing, approving, overseeing or supervising design, construction, or safety of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO, its employees, assigns, consultants and contractors, and any funding board or advisory committee or other RCO grant review individual or body will act only to confirm at a general, lay person, and nontechnical level, solely for the purpose of project eligibility and payment and not for safety or suitability, that the project apparently is proceeding or has been completed as per the Agreement.

INDEMNIFICATION

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents or employees, and (b) the State, or its employees or agents the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or its agents, or employees.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51. Sponsor's waiver of immunity under this provision extends only to claims against Sponsor by Indemnitee RCO, and does not include, or extend to, any claims by Sponsor's employees directly against Sponsor.

Sponsor shall ensure that any agreement relating to this project involving any contractors, subcontractors and/or vendors of any tier shall require that the contracting entity indemnify, defend, waive RCW 51 immunity, and otherwise protect the State as provided herein as if it were the Sponsor. This shall not apply to a contractor or subcontractor is solely donating its services to the project without compensation or other substantial consideration.

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

INDEPENDENT CAPACITY OF THE SPONSOR

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

COMPLIANCE WITH APPLICABLE LAW

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

- A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Employment Act (if applicable). In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project: "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."
- B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
- C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
 - 1) Pursuant to RCW 39.12.040(1)(a), all contractors and subcontractors shall submit to Sponsor a statement of intent to pay prevailing wages if the need to pay prevailing wages is required by law. If a contractor or subcontractor intends to pay other than prevailing wages, it must provide the Sponsor with an affirmative statement of the contractor's or subcontractor's intent. Unless required by law, the Sponsor is not required to investigate a statement regarding prevailing wage provided by a contractor or subcontractor.
- D. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.
- E. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

RECORDS

- A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.

- B. **Maintenance and Retention.** The Sponsor shall maintain books, records, documents, data and other records relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of nine years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- C. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- D. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

PROJECT FUNDING

- A. **Authority.** This Agreement and funding is made available to Sponsor through the RCO.
- B. **Additional Amounts.** The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement.
- C. **Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

PROJECT REIMBURSEMENTS

- A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, whichever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may request reimbursement only after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor, or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.
- C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.

- D. **Conditions for Payment of Retainage.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the following has occurred:
- 1) RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.
 - 2) On-site signs are in place (if applicable); Any other required documents and media are complete and submitted to RCO; Grant related fiscal transactions are complete, and

ADVANCE PAYMENTS

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements.

RECOVERY OF PAYMENTS

- A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, fails to meet its percentage of the project total, and/or fails to comply with any of the terms and conditions of the Agreement, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. **Return of Overpayments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the Sponsor received such overpayment. Unless the overpayment is due to an error of RCO, the payment shall be due and owing on the date that the Sponsor receives the overpayment from the RCO. If the payment is due to an error of RCO, it shall be due and owing 30 days after demand by RCO for refund.

COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement and to be reimbursed by Sponsor for any grant funds paid to Sponsor (even if such funds have been subsequently paid to an agent), without liability to RCO or, in RCO's discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

INCOME (AND FEES) AND USE OF INCOME

- A. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.
- B. **Use of Income.** Subject to any limitations contained in applicable state or federal law and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, rent, franchise fees, ecosystem services, carbon sequestration, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:
- 1) The Sponsor's matching resources;
 - 2) The project's total cost;
 - 3) The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;
 - 4) The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
 - 5) Capital expenses for similar acquisition and/or development and renovation; and/or
 - 6) Other purposes explicitly approved by RCO or otherwise provided for in this agreement.

PROCUREMENT REQUIREMENTS

- A. **Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and

retained. If no such process exists, the Sponsor must follow these minimum procedures:

- 1) Publish a notice to the public requesting bids/proposals for the project;
- 2) Specify in the notice the date for submittal of bids/proposals;
- 3) Specify in the notice the general procedure and criteria for selection; and
- 4) Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
- 5) Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

TREATMENT OF EQUIPMENT AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.

- A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.
- B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.

RIGHT OF INSPECTION

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure limits access to the project area, it must include (or be amended to include) the RCO's right to inspect and access lands acquired or developed with this funding assistance.

STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in the applicable WACs and manuals, this Agreement, or as otherwise directed by RCO consistent with the existing laws and applicable manuals. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO; provided that RCO does not represent that any monitoring it may recommend will be adequate to reasonably assure project performance or safety. It is the sole responsibility of the Sponsor to perform such additional monitoring as may be adequate for such purposes.

PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the Sponsor shall not commence with clearing of riparian trees or in-water work unless either the Sponsor has complied with 50 C.F.R. § 223.203 (b)(8) (2000), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;

- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
- E. State Constitution, RCW, and WAC;
- F. Agreement Terms and Conditions and Applicable Manuals;
- G. Applicable deed restrictions, and/or governing documents.

LIMITATION OF AUTHORITY

Only RCO's Director or RCO's delegate authorized in writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

The Funding Entity (if different from RCO) and RCO rely on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SPECIFIC PERFORMANCE

RCO may, at its discretion, enforce this Agreement by the remedy of specific performance, which means Sponsors' completion of the project and/or its completion of long-term obligations as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

TERMINATION AND SUSPENSION

The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

A. For Cause.

- 1) The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
 - a) If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
 - b) If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
 - c) If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
- 2) Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.

- 3) RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.
- B. **For Convenience.** Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:
- 1) The Sponsor was not in default; or
 - 2) Failure to perform was outside Sponsor's control, fault or negligence.
- C. **Rights and Remedies of the RCO.**
- 1) The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
 - 2) In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement due to Sponsor's breach of the Agreement or other violation of law, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent repayment would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.
- D. **Non Availability of Funds.** The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.
- 1) **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.
 - 2) **No Waiver.** The failure or neglect of RCO to require strict compliance with any term of this Agreement or to pursue a remedy provided by this Agreement or by law shall not act as or be construed as a waiver of any right to fully enforce all rights and obligations set forth in this Agreement and in applicable state or federal law and regulations.

DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three person panel is established.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the majority decision of the dispute panelists, unless the remedy directed by that panel is beyond the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own costs and attorneys' fees.

GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in the Superior Court of a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington and agrees to venue as set forth above.

SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

END OF STANDARD TERMS AND CONDITIONS

This is the end of the Standard Terms and Conditions of the Agreement.

**Recreation and Conservation Office
Applicant Resolution/Authorization**

Organization Name (sponsor): [Clallam County](#)

Resolution No. (if applicable) _____

Project(s) Number(s), and Name(s):

[WA State Recreation & Conservation Office with Clallam County, Project # 21-1212P for North Olympic Peninsula LE BN 21-23](#)

This resolution/authorization authorizes the person identified below (in section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, state grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. [Board of Clallam County Commission Chair Mark Ozias](#) is authorized to act as a representative/agent for our organization with full authority to bind the organization regarding all matters related to the Project(s), including but not limited to, full authority to: (1) approve submittal of a grant application to the Office, (2) enter into a project agreement(s) on behalf of our organization, (3) sign any amendments thereto on behalf of our organization, (4) make any decisions and submissions required with respect to the Project(s), and (5) designate a project contact(s) to implement the day-to-day management of the grant(s).
3. Our organization has reviewed the sample project agreement on the Recreation and Conservation Office's WEBSITE at: [Sample Project Agreement \(wa.gov\)](#). We understand and acknowledge that if offered a project agreement to sign in the future, it will contain an indemnification and legal venue stipulation (applicable to any sponsor) and a waiver of sovereign immunity (applicable to Tribes) and other terms and conditions substantially in the form contained in the sample project agreement and that such terms and conditions of any signed project agreement shall be legally binding on the sponsor if our representative/agent enters into a project agreement on our behalf. The Office reserves the right to revise the project agreement prior to execution and shall communicate any such revisions with the above authorized representative/agent before execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative/agent has full legal authority to enter into a project agreement(s) on its behalf, that includes indemnification, waiver of sovereign immunity (as may apply to Tribes), and stipulated legal venue for lawsuits and other terms substantially in the form contained in the sample project agreement or as may be revised prior to execution.
5. Grant assistance is contingent on a signed project agreement. Entering into any project agreement with the Office is purely voluntary on our part.

6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the project agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that *prior to* our authorized representative/agent executing the project agreement(s), the RCO may make revisions to its sample project agreement and that such revisions could include the indemnification, the waiver of sovereign immunity, and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the project agreement(s), confer with our authorized representative/agent as to any revisions to the project agreement from that of the sample project agreement. We also acknowledge and accept that if our authorized representative/agent executes the project agreement(s) with any such revisions, all terms and conditions of the executed project agreement (including but not limited to the indemnification, the waiver of sovereign immunity, and the legal venue stipulation) shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. Our organization acknowledges and warrants, after conferring with its legal counsel, that no additional legal authorization beyond this authorization is required to make the indemnification, the waiver of sovereign immunity (as may apply to Tribes), and the legal venue stipulation substantially in form shown on the sample project agreement or as may be revised prior to execution legally binding on our organization upon execution by our representative/agent.
10. *(Recreation and Conservation Funding Board Grant Programs Only)* If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
11. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until the Project is complete.
12. *[Acquisition Projects Only]* Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor.
13. *[Acquisition Projects Only]* Our organization acknowledges that any property acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the project agreement, or authorized in writing by the Office Director.
14. *[Development, Renovation, Enhancement, and Restoration Projects Only – If your organization owns the property]* Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the project agreement or an amendment thereto.
15. *[Development, Renovation, Enhancement, and Restoration Projects Only – If your organization DOES NOT own the property]* Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the project agreement or an amendment thereto.

16. [Only for Projects located in Water Resources Inventory Areas 1 – 19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the *Puget Sound Action Agenda* developed by the Puget Sound Partnership under RCW 90.71.310.
17. This resolution/authorization is deemed to be part of the formal grant application to the Office.
18. Our organization warrants and certifies, after conferring with its legal counsel, that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

[Native American Tribes, Local Governments, and Nonprofit Organizations Only] This application authorization was adopted by our organization during the meeting held:

Location: [Port Angeles, WA](#)

Date _____

[All Applicants] Signed and approved on behalf of the resolving body of the organization by the following authorized member(s):

Signed _____

Title _____ Date _____

Washington State Attorney General's Office

Approved as to form  1/19/18

Assistant Attorney General

Date

You may reproduce the above language in your own format; text however may not change.

Baumann, Cheryl

From: Barrameda, Kendall (RCO) <kendall.barrameda@rco.wa.gov>
Sent: Thursday, July 15, 2021 12:13 PM
To: Baumann, Cheryl; Kennedy, Lori
Cc: Abbott, Jeanne (GSRO)
Subject: 21-1212 Agreement
Attachments: 21-1212 Agreement - North Olympic Peninsula LE BN 21-23.pdf

*** EXTERNAL EMAIL *** This message was sent from outside our County network.

June 15th, 2021

223 E 4th St Ste 5

Port Angeles WA 98362

RE: #21-1212 North Olympic Peninsula LE BN 21-23

Dear Cheryl Baumann,

Congratulations on receiving a grant for the #21-1212 North Olympic Peninsula LE BN 2123. The Recreation and Conservation Office (RCO) administers your grant. Attached is the project agreement that must be signed and returned to us before you may implement your project.

Your project agreement includes the agreement, standard terms and conditions, a milestone report of key deadlines, and an eligible scope activities report that describes allowable cost items for the project. Please read your project agreement carefully. Pay particular attention to the Project Funding and Federal Funding Information sections to determine if your award is subject to federal grant management and reporting requirements. Federal requirements apply if your grant award is from a federal source or if you or RCO uses it as match to a federal award. Also, review the Special Conditions section for any project specific clauses that may be included in your agreement. Special conditions are additional requirements beyond what is in the standard terms and conditions.

Please print two copies of the entire project agreement, have the appropriate Authorized Representative/Agent sign both, and return to RCO (PO Box 40917, Olympia, WA 98504-0917) within 60 days.

Once received RCO will sign both agreements and return an original to you for your records. When you receive a signed project agreement, you can begin implementing your project.

It is extremely important that you complete your project on time to ensure the continuing success and credibility of the Salmon Recovery Funding Board. Timely completion of your grant helps demonstrate effective use of funding to citizens and policymakers.

Lastly, we encourage you to contact the media about your project to build public awareness of it and its benefits. Acknowledging grant funding helps increase the public's understanding of the value the funding provides to communities. Please notify your RCO grants manager of any event celebrating your project's beginning or completion. We'd love to help you celebrate!

As always, a RCO team member is available to answer your questions. If you need assistance, please contact Jeannie.Abbott@gsro.wa.gov.

Thank you again for helping make this valuable investment in Washington's great outdoors.

Sincerely,

Deputy Director

Scott Robinson



AGENDA ITEM SUMMARY

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

39
8/13/21

Department: Parks, Fair & Facilities

WORK SESSION ☒ Meeting Date: 07.26.2021

REGULAR AGENDA ☒ Meeting Date: 08.03.2021

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

Item summary:

- | | | |
|---|--|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 301-21-003 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Notice of Call For Bids |

Documents exempt from public disclosure attached: ☐

Executive summary:

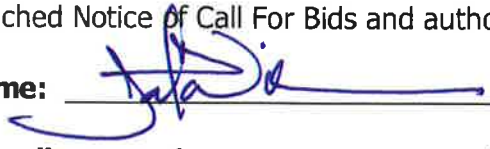
Notice of Call for Bids for the Courthouse VAV Replacement Project.

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?** ☐

Yes, there is a budgetary impact. This project was approved by the BOCC in the 2021 REET Project Fund and the funding is available.

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

I recommend the Board approve the attached Notice of Call For Bids and authorize the Chair to sign.

County Official signature & print name:  Joel G. Winborn

Name of Employee/Stakeholder attending meeting: Joel G. Winborn (via. Zoom)

Relevant Departments: HR/Parks, Fair & Facilities

Date submitted: 07.19.2021

* 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

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, August 31, 2021** for:

CLALLAM COUNTY
-VAV Replacement Project-

Complete drawings and specifications may be obtained from Pen Print, Inc., Phone 360.457.3404. All bidding and related questions shall be directed to John Hunt, Hunt Engineering Services, Inc., Phone: 206.842.6947 or Email: johnhunt@hunteng.com.

The sealed bids must be clearly marked on the outside of the envelope, "**BID PROPOSAL – CLALLAM COUNTY – VAV Replacement Project**". 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 Thursday, August 19, 2021 @ 2:00 PM. All interested bidders are to meet at the project site, located at 223 East 4th 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 _____ day of _____, 2021.

**BOARD OF CLALLAM COUNTY
COMMISSIONERS:**

ATTEST:

Mark Ozias, Chair

Loni Gores, Clerk of the Board

Publish: **August 8 & August 15, 2021(PDN)**

Bill: Parks, Fair + Facilities
END OF SECTION 00100



3b
8/3/21

AGENDA ITEM SUMMARY

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

Department: SHERIFF'S OFFICE - EM

WORK SESSION x Meeting Date: July 26, 2021

REGULAR AGENDA ☒ Meeting Date: August 3rd, 2021

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Clallam County Emergency Management is soliciting a request for proposals (RFP) from interested parties to provide Architectural and Engineering services for the detailed design of a **Joint Public Safety Facility (JPSF)**. This joint project with the City of Port Angeles will include design for an new Emergency Operations Center / Emergency Management Department and a 911 Communications Center.

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 budgetary impact for this phase is minimal. Costs associated with advertising the RFQ is within the budget allocated for the design.

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

Recommended action is the approval for the RFP to be advertised for those interested and qualified to address these services.

County Official signature & print name: Wt Benedict

Name of Employee/Stakeholder attending meeting: DALE JACKSON / BILL BENEDICT

Relevant Departments: SHERIFF'S OFFICE / EMERGENCY MGMT

Date submitted: 7-21-2021

- * 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 July 21
Revised: 3-04-2019

REQUEST FOR PROPOSALS/QUALIFICATIONS

Clallam County is soliciting proposals from interested parties to provide Architectural and Engineering services to the Board of Clallam County Commissioners. The services sought are for the detailed design of a **Joint Public Safety Facility** (JPSF), and the scope of work may include:

1. Architectural and Engineering Design Services: Development of a detailed site master plan, full building detailed design, and construction documentation based on an existing October 2020 Pre-Design Report and supporting information relating to the selected construction site and desired building features.
2. Environmental Permitting Assistance: NEPA/SEPA/EIS documentation; archeological/cultural resources surveys; environmental/geotechnical analysis and reports, hazardous materials surveys; wetland delineation and mitigation, and other similar work to be determined.

Proposals will be received at 223 East 4th Street, Room 150, Port Angeles, Washington until 10 a.m., Tuesday, August 24, 2021 at which time they will be opened publicly and read aloud.

The sealed proposals must be clearly marked on the outside of the envelope, "**Qualifications Proposal – JPSF Architecture/Engineering Services.**" 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. 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 questions about proposals and related matters should be directed to Chief Civil Deputy Alice Hoffman, 360-417-2257 or ahoffman@co.clallam.wa.us Monday through Friday from 8:30 a.m. to 4:30 p.m.

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 _____ day of _____ 20

ATTEST:

BOARD OF CLALLAM COUNTY COMMISSIONERS

Loni Gores, Clerk of the Board

Mark Ozias, Chair

c: Sheriff's Office

Publish: August 6, 2021 and August 8, 2021

Bill: Sheriff's Office



CLALLAM COUNTY WASHINGTON REQUEST FOR QUALIFICATIONS

ARCHITECTURAL AND ENGINEERING SERVICES FOR THE DETAILED DESIGN OF A JOINT PUBLIC SAFETY FACILITY

*Qualifications Due:
Tuesday, August 24, 2021 by 10:00 a.m.*

Clallam County Washington (County), in cooperation with the City of Port Angeles Washington (City), is inviting interested architectural and engineering consulting firms to respond to this Request for Qualifications (RFQ) by submitting documentation detailing their experience and knowledge in design, engineering and regulatory requirements for buildings that house emergency services functions, including, but not limited to emergency management and operations centers, public safety communications and dispatch services, and fire stations.

The County and City have previously commissioned a project conceptual design study for a Joint Public Safety Facility (JPSF). That preliminary design effort was completed in October 2020 and the results memorialized in a "Pre-Design Report". One or more suitable location(s) for construction of the JPSF have been identified, and the County now desires to proceed to development of a detailed site master plan and full building design based on the Pre-Design Report, supplemented with additional information relating to the selected construction site and desired building features. This RFQ is being administered by the Clallam County Sheriff's Office, as will any contract awarded by the County for the design of the JPSF.

The Pre-Design Report and supplemental material can be viewed and downloaded from the County's web page at:

<http://websrv7.clallam.net/forms/uploads/ci20210514145031.pdf>

The selected consultant will work with the County and City to develop a phased facility design progressing from schematic design, through design development and culminating in production of construction documents. The County is requesting qualifications that include the full spectrum of anticipated engineering and design disciplines, including architectural design, and structural, electrical, mechanical, environmental and civil engineering services.

Anticipated Scope of Work

The scope of work will include reviewing and refining as necessary, the previously produced Pre-Design Report document, review of completed site master planning, physical survey, and geotechnical evaluation documentation and or reports, and the complete design of a building containing three modules. The components will consist of an emergency management module that includes administrative spaces and an emergency operations center (EOC); a public safety

communications module from which virtually all emergency services within the County are dispatched; and a fire station that will be operated by the City and serve the western portions of Port Angeles. The three modules are expected to be combined in one building with a foot print of approximately 18,000 sq. feet.

In addition to producing a schematic design, advancing the schematic design through full design development and generating construction documentation, the selected consultant will be expected to create construction bid packages sufficient to allow the County to solicit bids from prospective contractors. The consultant will also be expected to procure on behalf of the County, all building permits, environmental permits and other approvals needed to proceed to construction. The selected consultant will be expected to produce a construction cost estimate during the schematic design process that is sufficiently detailed to allow the County and City to each develop a project construction budget. The consultant may also be called upon to assist the County and possibly the City with public education and involvement processes calculated to obtain community input to the project during the detailed design process. The successful consultant, and the County in consultation with the City will define and refine the scope of work and schedule in greater detail during the contract negotiations that occur after selection of a consultant.

Proposed Procurement and Project Performance Schedule

RFQ Issued	August 3 rd , 2021
RFQ Advertised	August 6 th , 2021 and August 15 th , 2021
RFQ Response Due	August 24 th , 2021
Consultant Selected	September 7 th , 2021
Contract Approval by County Commissioners	October 5 th , 2021
Begin Execution of Contract	October 8 th , 2021
Complete Detailed Design Work	June 30 th , 2022

Proposal Criteria & Qualifications

Responses to this RFQ will be accepted from all qualified consulting firms or joint ventures and will be evaluated equally. Review of the submitted qualifications will be by a committee composed of members selected by the Sheriff's Office staff.

Responses should address the following criteria, which will be used to evaluate all firms.

Qualifications and Experience (100 total possible points)

- a. Architectural and engineering qualifications related to buildings housing public safety facilities. (50 points possible)
- b. Financial analysis qualifications. (10 points possible)
- c. Budget analysis qualifications. (10 points possible)
- d. Relevant experience based on previously designed facilities: (30 points possible)
 - For each facility listed to support claimed experience, the information should include:
 - i. Name and location of the facility and the date the work was completed.

- ii. Name and telephone number of the manager or staff person whom your firm worked with on the project.
- iii. Name of your project manager and pertinent project team members.
- iv. Brief description of the work performed.
- v. Total final combined design and construction dollar amount of the work performed and whether the project was completed within the original budget.

Use of local professionals (10 possible bonus points)

- a. Respondents are encouraged to utilize local professionals as principal or sub-consultants. Local is defined as businesses with headquarters located within Clallam County.

Review and Selection

Consultant selection will be made in compliance with Chapter 39.80 RCW and based on the evaluation and scoring of qualifications. Selection may be made without interviews being conducted. If the County, in consultation with the City deems it necessary for any reason to conduct interviews of applicant consultants, a minimum of a seven calendar days notification of such need will be provided to the applicants along with a proposed date, time and location for the interviews. The consultant determined best qualified to perform the detailed design work will be recommended to the Clallam County Board of Commissioners for acceptance, subject to successful negotiation of a contract for performance of professional services.

Required Copies and Deadlines for Submission of Proposal

The total package should be no more than twenty (20) bound pages, including the cover page. Three (3) copies of your firm's proposal and supportive data are due by Tuesday, 10:00 A.M., August 24, 2021 to the following address (See attached Notice for full requirements).

Board of Clallam County Commissioners
223 East 4th Street, Suite 4
Port Angeles, Washington 98362

General Contractual Policies

The attached information is provided to prospective consultants as typical of certain current requirements for the County's Personal Services Agreement (PSA) (Consultant Contract). This information is provided so that each qualifying firm will know what the final consultant agreement will generally look like and what, if any, corresponding costs will be involved. By providing this information, it is not the intent to limit or in any way restrict the number of prospective consultant proposals.

Questions/Changes/Limitations on Liability

If there are any questions with respect to this proposal package, please contact Alice Hoffman, Chief Civil Deputy at: ahoffman@co.clallam.wa.us (preferred) or phone at 360.417.2257.

SAMPLE

THIS IS NOT AN OFFER TO ENTER INTO CONTRACT **PERSONAL SERVICES AGREEMENT**



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

Name:

Address:

Phone N°:

(hereinafter called "Contractor").

This Agreement is comprised of:

- ☒ Attachment A - Scope of Work
- ☒ Attachment B – Compensation
- ☒ Attachment C - General Conditions
- ☒ Attachment D - Special Terms and Conditions
- ☐ Attachment E (specify) –

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

The term of this Agreement shall commence on the ____ day of _____, 20__ and shall, unless terminated as provided elsewhere in the Agreement, terminate on the ____ day of _____, 20__.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____ 20__.

CONTRACTOR

CLALLAM COUNTY

Title: Consultant

Date:

Originals: BOCC
Vendor
Initiating Department
Copies: 1 with Contract Summary

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

SCOPE OF WORK

BACKGROUND:

CONSULTANT SCOPE OF WORK:

COMPENSATION

1. ☐ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of _____ DOLLARS (\$) 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:

Name/Position

Hourly Rate

\$

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 FIFTEEN THOUSAND DOLLARS (\$15,000) 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): _____

GENERAL CONDITIONS

1. **Scope of Contractor's Services.** The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Attachment A during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.
2. **Accounting and Payment for Contractor Services.** Payment to the Contractor for services rendered under this Agreement shall be as set forth in Attachment B. Unless specifically stated in Attachment B, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

The County shall compensate the Contractor through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Attachment B.

3. **Delegation and Subcontracting.** Contractor's services are deemed personal and no portion of this contract may be delegated or subcontracted to any other individual, firm or entity without the express and prior written approval of the County Project Manager.
4. **Independent Contractor.** The Contractor's 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.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Attachment B and the Contractor is not entitled to any county benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Clallam County employees. The Contractor represents that it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract with the Internal Revenue Service on a business tax schedule, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

In the event that either the state or federal government determines that an employer/employee or master/servant relationship exists rather than an independent contractor relationship such that Clallam County is deemed responsible for federal withholding, social security contributions, workers compensation 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.

Notwithstanding any determination by the state or federal government that an employer/employee or master/servant relationship exists, the Contractor, its officers, employees and agents, shall not be entitled to any benefits that Clallam County provides to its employees.

5. **No Guarantee of Employment.** The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
6. **Regulations and Requirements.** This Agreement shall be subject to all federal, state, and local laws, rules, and regulations.
7. **Right to Review.** This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials that the County deems pertinent to the

Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.

8. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.
11. Termination Due to Insufficient Funds. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this contract upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.
12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:
 - (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.
 - (b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.
 - (c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.
13. Defense and Indemnity Agreement.
 - (a) The Contractor agrees to hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability,

loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property (including loss of use thereof) or business (including economic loss), caused by or arising out of the Contractor's acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

(b) With regard to any claim against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. It is clearly agreed and understood by the parties to the Contract that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties as is required by RCW 4.24.115, and that the provisions of this Section will be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work under the Contract.

(c) The Contractor's obligations under these provisions include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or 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. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.
15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.
16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:
- (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.
 - (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.
20. Disputes:
- (a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive 30 days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.
- In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within 15 days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
- (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

(c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.
22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

Interest shall accrue at the rate of 12 percent (12%) per annum from the time the County Project Manager demands repayment of funds.

23. Project Approval. The extent and character of all work and services to be performed under this Agreement by the Contractor shall be subject to the review and approval of the County Project Manager. For purposes of this Agreement, the County Project Manager is:

Name:

Title:

Address: 223 E. 4th St, Suite __, Port Angeles, WA 98362

Telephone: 360-417-____

E-mail:

Fax: 360-417-____

In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the County Project Manager as to the extent and character of the work to be done shall govern subject to the Contractor's right to appeal that decision as provided herein.

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.
26. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.

27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as the Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 - (a) Applicable federal, state, and local statutes, ordinances, and regulations;
 - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
 - (c) Special Terms and Conditions (Attachment D); and
 - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS☐

1. **Reporting.** The Contractor shall submit written progress reports to the County Project Manager as set forth below:

- ☐ With each request for payment.
- ☐ Monthly.
- ☐ Quarterly.
- ☐ Semi-annually.
- ☐ Annually.
- ☐ Project completion.
- ☐ Other (specify):

Progress reports shall include, at a minimum, the following:

Reports shall include any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation. Reports shall also include recommendations for changes to the Scope of Work, if any. Payments may be withheld if reports are not submitted.

☐

2. **Insurance.** The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended. The County, its appointed and elected officials, agents and employees, shall be specifically named as additional insureds in a policy with the same company which insures the Contractor or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48, as now or hereafter amended, and the following coverages shall be provided:

- ☐ **COMMERCIAL GENERAL LIABILITY:**

Bodily injury, including death	\$	per occurrence
	\$	aggregate
Property damage	\$	per occurrence
	\$	aggregate
- ☐ **ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)**

	\$	per occurrence
--	----	----------------
- ☐ **WORKERS COMPENSATION:**

	Statutory amount
--	------------------

- ☐ AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles
- | | | |
|---|-----------|----------------|
| Bodily injury, liability, including death | \$100,000 | per occurrence |
| | \$300,000 | aggregate |
| Property damage liability | \$100,000 | per occurrence |
| | \$300,000 | aggregate |
- ☐ BUSINESS AUTOMOBILE LIABILITY: \$_____ per occurrence

If the Errors and Omissions or Professional Liability insurance obtained is an occurrence policy as opposed to a claims-made policy, the Extended Reporting Period Endorsement is not required.

Any such policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement shall be primary over any third party liability coverage provided to Clallam County by and through its membership in the Washington Counties Risk Pool or WCRP. The third party liability coverage provided by the WCRP to Clallam County shall be non-contributory with respect to any policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

Evidence of primary insurance coverage shall be submitted to the County Project Manager within 20 days of the execution of the Agreement. The Agreement shall be void ab initio if the proof of coverage is not timely supplied.

If the proof of insurance or certificate of coverage indicating the County is an "additional insured" to a policy obtained by the Consultant in order to comply with this agreement refers to an endorsement (by number, abbreviation or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Consultant to obtain the full text of that endorsement and forward that full text to the County within 30 days of the execution of this Agreement.

The coverage limits identified herein shall not limit the potential liability of the Contractor and the Contractor's duty to defend, indemnify, and hold harmless shall apply to any liability beyond the scope of insurance coverage.

- ☐ 3. Liquidated Damages. For delays in timely completion of the work to be done or missed milestones of the work in progress, the Contractor shall be assessed _____ Dollars (\$ _____) per day as liquidated damages and not as a penalty because the County finds it impractical to calculate the actual cost of delays. Liquidated damages will not be assessed for any days for which an extension of time has been granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire project.
- ☐ 4. Other (specify):.



AGENDA ITEM SUMMARY

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

3C
8/13/21

Department: BOCC

WORK SESSION ☒ Meeting Date: 07-26-21

REGULAR AGENDA ☒ Meeting Date: 08-03-21

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:

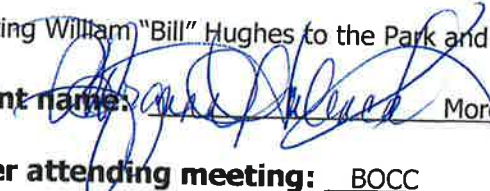
A vacancy exists on the Park and Recreation Advisory Board due to an expired term. A notice of the vacancy was issued to the press in May 2021 soliciting applications from interested citizens and the current member with an expiring term was notified. The current member advised staff they are interested in continuing their service and asked to be considered for another term. Six applications were received.

The Director of Parks, Fair and Facilities endorses the reappointment of William "Bill" Hughes to the Park and Recreation Advisory 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?** ☐
None

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

Approve and sign resolution reappointing William "Bill" Hughes to the Park and Recreation Advisory Board.

County Official signature & print name:  Morgann Halencak, Deputy Clerk

Name of Employee/Stakeholder attending meeting: BOCC

Relevant Departments: BOCC

Date submitted: 07-16-21

* 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)

Reappointing Bill Hughes 08-03-21
Revised: 3-04-2019



RESOLUTION _____, 2021

REAPPOINTING A MEMBER TO THE
PARK AND RECREATION ADVISORY BOARD

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Park and Recreation Advisory Board due to an expired term.
2. A notice of the vacancy was issued to the press in May 2021 soliciting applications from interested citizens and the current member with an expiring term was notified.
3. The current member advised staff they are interested in continuing their service and asked to be considered for another term. Six applications were received.
4. The Director of Parks, Fair, and Facilities endorses the reappointment of William "Bill" Hughes to the Park and Recreation Advisory Board.

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

1. **William "Bill" Hughes** is reappointed to a term expiring June 30, 2027.

PASSED AND ADOPTED this third day of August 2021.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, Clerk of the Board

Bill Peach

c: A22.170
Appointee
Parks



AGENDA ITEM SUMMARY

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

49
8/3/21

Department: Public Works/Road

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** 08/03/2021

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 Bid Award |

Documents exempt from public disclosure attached: ☐

Executive summary:

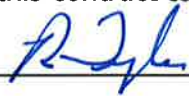
This item is the recommendation of award for the contract Lower Dungeness River Floodplain Restoration & Levee/Road Realignment Project- Phase 1 Earthwork.

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?** ☐

This project is budgeted.

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

We recommend that the Commissioners award this contract to the lowest responsible bidder.

County Official signature & print name: , Ross Tyler

Name of Employee/Stakeholder attending meeting: Ross Tyler & Joe Donisi

Relevant Departments: Public Works/Road Dept.

Date submitted: 07/28/2021

* 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)



Document was submitted after the agenda and packet were posted on 4A 8/2/21 4A 8/3/21

Clallam County Public Works/Road Department

223 E. Fourth St., Suite 6
Port Angeles, WA 98362-3000
360-417-2379 Fax: 360-417-2513 E-mail: roads@co.clallam.wa.us

July 28, 2021

Honorable Board of Clallam County Commissioners
Clallam County Courthouse
223 E. Fourth St., Suite 4
Port Angeles, WA 98362

Re: Bid Award – Lower Dungeness River Floodplain Restoration & Levee/Road Realignment Project- Phase 1 Earthwork

Commissioners:

Yesterday, July 27, 2021, the Board of Commissioners opened bids for the Lower Dungeness River Floodplain Restoration & Levee/Road Realignment Project- Phase 1 Earthwork contract. The lowest responsible bidder for this project was Scarsella Brothers, Inc. of Seattle, Washington.

We recommend award of this contact to Scarsella Brothers, Inc. at their total product bid price of \$5,529,123.55, including tax.

Sincerely,

Ross Tyler, P.E.
County Engineer

() APPROVED
() DISAPPROVED

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Date: _____

				SCARSELLA BROS.		SETON		DEL HUR		ENGINEER'S ESTIMATE	
ITEM NO.	APR QTY	UNIT	DESCRIPTION	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID
1	1	LS	MOBILIZATION / DEMOBILIZATION	\$415,000.00	\$415,000.00	\$220,852.00	\$220,852.00	\$660,064.95	\$660,064.95	\$150,000.00	\$150,000.00
2	1	LS	CONTRACTOR SURVEYING - ROADWAY	\$40,000.00	\$40,000.00	\$120,000.00	\$120,000.00	\$138,756.18	\$138,756.18	\$100,000.00	\$100,000.00
3	1	LS	RECORD DRAWINGS	\$5,000.00	\$5,000.00	\$12,500.00	\$12,500.00	\$5,500.00	\$5,500.00	\$10,000.00	\$10,000.00
4	1	LS	SPILL PREVENTION, CONTROL AND COUNTERMEASURES PLAN	\$5,000.00	\$5,000.00	\$1,850.00	\$1,850.00	\$5,500.00	\$5,500.00	\$2,500.00	\$2,500.00
5	1	EST	ARCHAEOLOGICAL AND HISTORICAL SALVAGE	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
6	1	LS	PROJECT TEMPORARY TRAFFIC CONTROL	\$150,000.00	\$150,000.00	\$15,650.00	\$15,650.00	\$179,757.07	\$179,757.07	\$50,000.00	\$50,000.00
7	1	LS	EROSION CONTROL AND WATER POLLUTION PREVENTION	\$67,500.00	\$67,500.00	\$38,950.00	\$38,950.00	\$102,522.45	\$102,522.45	\$61,600.00	\$61,600.00
8	15557	LF	HIGH-VISIBILITY SILT FENCE	\$2.50	\$38,892.50	\$4.00	\$62,228.00	\$5.68	\$88,363.76	\$3.00	\$46,671.00
9	1	LS	FISH EXCLUSION / DEFISHING	\$4,000.00	\$4,000.00	\$8,250.00	\$8,250.00	\$33,038.25	\$33,038.25	\$25,000.00	\$25,000.00
10	1	LS	TEMPORARY STREAM DIVERSION(S)	\$7,500.00	\$7,500.00	\$15,895.00	\$15,895.00	\$107,550.78	\$107,550.78	\$50,310.00	\$50,310.00
11	19.70	AC	CLEARING AND GRUBBING INCL. HAUL	\$5,625.00	\$110,812.50	\$3,000.00	\$59,100.00	\$16,513.36	\$325,313.19	\$10,000.00	\$197,000.00
12	1	EST	ROADSIDE CLEANUP	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
13	63	EA	SALVAGE TREES INCL. HAUL	\$200.00	\$12,600.00	\$325.00	\$20,475.00	\$123.33	\$7,769.79	\$500.00	\$31,500.00
14	9053	CY	ROADWAY EXCAVATION (INCL. HAUL AND DEWATERING INSPECTION TRENCH, SOUTH DRAINAGE DITCH)	\$20.00	\$181,060.00	\$25.00	\$226,325.00	\$24.99	\$226,234.47	\$7.00	\$63,371.00
15	1	LS	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	\$6,500.00	\$6,500.00	\$18,985.00	\$18,985.00	\$23,460.00	\$23,460.00	\$49,000.00	\$49,000.00
16	1	EST	REMOVAL OF OTHER DRAINAGE STRUCTURES	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00

				SCARSELLA BROS.		SETON		DEL HUR		ENGINEER'S ESTIMATE	
ITEM NO.	APR QTY	UNIT	DESCRIPTION	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID
17	364	CY	STRUCTURE EXCAVATION CLASS A INCL. HAUL & DISPOSAL	\$20.00	\$7,280.00	\$20.00	\$7,280.00	\$40.43	\$14,716.52	\$20.00	\$7,280.00
18	93799	CY	ROAD/LEVEE SELECT BORROW INCL. HAUL & COMPACTION	\$23.50	\$2,204,276.50	\$40.00	\$3,751,960.00	\$38.94	\$3,652,533.06	\$23.12	\$2,168,172.11
19	4902	CY	HORIZONTAL DRAINAGE FILTER IMPORT INCL. HAUL & COMPACTION	\$48.00	\$235,296.00	\$34.00	\$166,668.00	\$64.33	\$315,345.66	\$55.10	\$270,100.20
20	6314	CY	HORIZONTAL DRAINAGE BLANKET IMPORT INCL. HAUL & COMPACTION	\$48.00	\$303,072.00	\$34.00	\$214,676.00	\$51.95	\$328,012.30	\$55.10	\$347,901.40
21	1822	CY	BALLAST INCL. HAUL & COMPACTION	\$57.20	\$104,218.40	\$38.00	\$69,236.00	\$39.31	\$71,622.82	\$35.00	\$63,770.00
22	3398	CY	CRUSHED SURFACING BASE COURSE INCL. HAUL & COMPACTION	\$57.20	\$194,365.60	\$45.00	\$152,910.00	\$42.48	\$144,347.04	\$44.08	\$149,783.84
23	9641	CY	GRAVEL BORROW FOR STRUCTURAL EARTH WALL INCL. HAUL	\$49.50	\$477,229.50	\$36.00	\$347,076.00	\$42.07	\$405,596.87	\$55.10	\$531,219.10
24	58	CY	GRAVEL BACKFILL FOR PIPE ZONE BEDDING	\$75.00	\$4,350.00	\$40.00	\$2,320.00	\$126.05	\$7,310.90	\$40.00	\$2,320.00
25	32008	SY	CONSTRUCTION GEOSYNTHETIC FOR BASE REINFORCEMENT	\$5.00	\$160,040.00	\$3.00	\$96,024.00	\$4.12	\$131,872.96	\$7.00	\$224,056.00
26	63187	SY	CONSTRUCTION GEOSYNTHETIC FOR SLOPE REINFORCEMENT	\$3.00	\$189,561.00	\$2.95	\$186,401.65	\$2.11	\$133,324.57	\$4.00	\$252,748.00
27	11579	SY	CONSTRUCTION GEOTEXTILE FOR SEPARATION	\$1.75	\$20,263.25	\$2.50	\$28,947.50	\$1.12	\$12,968.48	\$3.00	\$34,737.00
28	4887	SF	GEOSYNTHETIC RETAINING WALL	\$16.35	\$79,902.45	\$38.00	\$185,706.00	\$36.15	\$176,665.05	\$10.27	\$50,189.49
29	4887	SF	VEGETATED WALL FACING	\$17.00	\$83,079.00	\$2.90	\$14,172.30	\$2.16	\$10,555.92	\$50.00	\$244,350.00
30	72	EA	GUARDRAIL POST SLEEVES	\$325.00	\$23,400.00	\$125.00	\$9,000.00	\$341.66	\$24,599.52	\$200.00	\$14,400.00
31	448	LF	TEMPORARY CONCRETE BARRIER FOR FALL PROTECTION	\$20.00	\$8,960.00	\$60.00	\$26,880.00	\$43.21	\$19,358.08	\$50.00	\$22,400.00
32	58	LF	CORRUGATED ALUMINUM CULVERT PIPE 0.075IN, 72IN DIAM.	\$425.00	\$24,650.00	\$506.00	\$29,348.00	\$517.13	\$29,993.54	\$250.00	\$14,500.00

BID TABULATION SHEET - "LOWER DUNGENESS RIVER FLOODPLAIN RESTORATION & LEVEE/ROAD REALIGNMENT PROJECT– PHASE 1 EARTHWORK" - BID OPENING "July 27, 2021 "

				SCARSELLA BROS.		SETON		DEL HUR		ENGINEER'S ESTIMATE	
ITEM NO.	APR QTY	UNIT	DESCRIPTION	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID
33	90	LF	CORRUGATED POLYETHYLENE PIPE (CPE) 36 IN. DIAM	\$215.00	\$19,350.00	\$225.00	\$20,250.00	\$290.64	\$26,157.60	\$150.00	\$13,500.00
34	24	CY	STREAMBED SEDIMENT INCL. HAUL	\$100.00	\$2,400.00	\$50.00	\$1,200.00	\$260.00	\$6,240.00	\$75.00	\$1,800.00
35	18	CY	HEAVY LOOSE RIPRAP	\$100.00	\$1,800.00	\$70.25	\$1,264.50	\$193.23	\$3,478.14	\$75.00	\$1,350.00
36	5247	CY	TOPSOIL TYPE B INCL. HAUL	\$10.55	\$55,355.85	\$12.00	\$62,964.00	\$7.20	\$37,778.40	\$6.00	\$31,482.00
37	14.99	AC	HYDROSEEDING, FERTILIZING MULCHING	\$2,100.00	\$31,479.00	\$2,109.54	\$31,622.00	\$2,506.35	\$37,570.19	\$6,500.00	\$97,435.00
38	4.46	AC	PROJECT AREA WEED AND PEST CONTROL	\$3,000.00	\$13,380.00	\$3,950.00	\$17,617.00	\$1,708.87	\$7,621.56	\$6,500.00	\$28,990.00
39	1	EST	WEED AND PEST CONTROL	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
40	4700	LF	UTILITY TRENCH	\$26.50	\$124,550.00	\$27.00	\$126,900.00	\$52.85	\$248,395.00	\$42.00	\$197,400.00
41	1000	SF	SHORING OR EXTRA EXCAVATION CLASS B	\$2.00	\$2,000.00	\$3,800.00	\$3,800,000.00	\$66.38	\$66,380.00	\$10.00	\$10,000.00
			TOTAL		\$5,529,123.55		\$10,286,482.95		\$7,931,275.07		\$5,731,836.14

Error on bid form. Seton bid
as lump sum for \$3,800 and
not per SF.

Extension error.
Bid read \$3479.04