



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, July 17, 2023 – 9:00 a.m.

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

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

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

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

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

Modification

Modification - Adding item 11 on 7/14/23 

Administration ? 9 a.m.

1. Calendar/Correspondence
2. Agreement with Hoch Construction, Inc. for the Courthouse Landscape Improvements Project

Agreement 

3. Discussion and request to approve having Sharon Maggard to represent Clallam County for homeless issues and vote at the Washington State Balance of State ? Continuum of Care Board

Discussion and request 

4. Request for waiver of bid/RFP/quote requirement with Burton Flooring for vinyl flooring for Forks office

Request for waiver of bid/RFP/quote requirement 

5. Agreement with Haase Woodworks, Inc. for remodeling of the Auditor?s Office

Agreement 

6. Agreement with Department of Ecology for Solid Waste Management Litter Cleanup Program

Agreement 

Public Works

7. Briefing and a notice to call for bids to be received no later than Tuesday, August 15 at 10 a.m. regarding the Downtown Sekiu Sewer Main Replacement Project

Briefing and a notice to call for bids 

Board of Commissioners

8. Update on Clallam County fire season

Update 

9. Agreement with Todd Mielke for the Clallam County Administrator position

Agreement 

10. Briefing and call for hearing to be held on Tuesday, August 8 at 10:30 a.m. regarding an Ordinance establishing an employment contract for the County Administrator

Briefing and call for hearing 

Prosecuting Attorney's Office

11. Discussion regarding sign-on bonus increase for the Deputy Prosecuting Attorney positions.

Document - Item added on 7/14/23 after agenda was posted 

Special Joint Meeting with Jefferson County Commissioners - July 17 at 1:30 pm.

The Board of Clallam County Commissioners and Jefferson County Commissioners will be holding a Special Joint Meeting regarding a regional Recompete application on Monday, July 17, 2023 at 1:30 p.m. Jefferson County Commissioners will be hosting the meeting at 1820 Jefferson Street, Port Townsend, WA. This meeting will also be held virtually on Zoom. Clallam County Board of Commissioners will be appearing virtually by Zoom in the Commissioners Board, 223 East 4th Street, Port Angeles, Room 160. The public can participate by joining the meeting in the board room or virtually on Zoom.

We plan to highlight the general areas of interest and focus that are most important to each county, as well as discussing the process we will use to shape and prepare a regional application in time for the October deadline.

Zoom call information:

? Zoom Meeting: <https://zoom.us/j/93777841705>

This option will allow you to join the meeting live. You will need to enter an email address. If you wish to provide public comment, click on the hand icon at the bottom of the screen to "raise your hand." Participation will be up to the Chair and Clerk

? Audio-only: Dial: 1-253-215-8782 and use Webinar ID: 937-7784-1705#

This option will allow you to listen to the meeting live. If you wish to provide public comment, press *9 to "raise your hand." Participation will be up to the Chair and Clerk

Access for the hearing impaired can be accommodated using Washington Relay Service at 1-800-833-6384. If you need special accommodations, please contact our office 24 hours in advance.

? Websites:

Clallam County - <https://www.clallamcountywa.gov/669/Live-Archived-Meetings-Online>. This option will allow you to watch the meeting live streaming on Granicus, with no participation.

Jefferson County - www.co.jefferson.wa.us Follow the links under "Quick links," "Videos of Meetings," and click on "Today." This option will allow you to watch the meeting live streaming, with no participation.

? In-person: You are welcome to join this meeting in-person at either 223 East 4th Street, Room 160, Port Angeles or 1820 Jefferson Street, Port Townsend

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

Joint Meeting_ 

Agenda - submitted after agenda was posted 7-13-23 

Jefferson Agenda Request Form - submitted after agenda was posted 7-13-23 

General Discussion/Items for Future Agendas

? Department of Natural Resources Quarterly Report Meeting (August 21 at 1 p.m.)

? Small Business Development Center update (August 28)

? Department of Transportation Highway 101 Project Discussion (September 25 at 9 a.m.)

? Joint Meeting with the Port of Port Angeles (October 23 at 11 a.m. at BOCC)

? Department of Natural Resources Quarterly Report Meeting (November 20 at 1 p.m.)

? Department of Transportation Highway 101 Project Discussion (December 11 at 9 a.m.)

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

- Other items may be added at the discretion of the Board and additional Work Sessions may be scheduled if more time is needed to allow for adequate discussion.
- Written testimony presented by members of the public during the Board meeting is considered a public document and must be submitted to the Clerk of the Board.
- Copies of public documents from Board meetings are available by contacting the Public Records Department.

MEMORANDUM

LONI GORES
Clerk of the Board

July 17, 2023



TO: Board of Commissioners, Administrator Sill

RE: Agenda Modification(s)

FILE: A14.09.18

- The following item is added to the July 17 work session:

Prosecuting Attorney's Office:

11 Discussion regarding sign-on bonus increase for the Deputy Prosecuting Attorney positions



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AGENDA ITEM SUMMARY

JUL 17 2023

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

Department: Parks, Fair and Facilities

WORK SESSION ☒ **Meeting Date:** 07.17.2023

REGULAR AGENDA ☒ **Meeting Date:** 07.25.2023

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

Item summary:

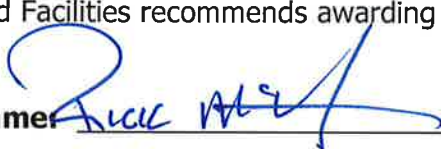
- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 302-23-003 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: Agreement Between Owner (Clallam County) and Contractor (Hoch Construction Inc) for the Courthouse Landscape/ Sidewalk Project #1710CH

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐ **Funds are in the Budget for 225,000.00.**

Recommended action: Parks, Fair and Facilities recommends awarding the contract to Hoch Construction, for 201,725.00 dollars.

County Official signature & print name:  Rick McFarlen.

Name of Employee/Stakeholder attending meeting: Rick McFarlen

Relevant Departments: Parks, Fair and Facilities.

Date submitted: 07.10.2023.

* 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**

**Clallam County Courthouse
-Landscape Improvements-**

Located at the Clallam County Courthouse
Port Angeles, WA

PROJECT NUMBER:
#1710CH

May 2023

Consultant:

AHBL, Inc.

2215 North 30th Street, Suite 300
Tacoma, WA 98403
Phone: 253.383.2422
Email: tdargan@ahbl.com

Owner Representative:

Clallam County Parks, Fair & Facilities Department

223 East 4th Street, Suite 7
Port Angeles, WA 98362
Contact: Rick McFarlen, Director
Phone: 360.460.6947
Email: rmcfarlen@co.clallam.wa.us

For the:

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias
Randy Johnson
Mike French

BID PROPOSAL FORM

Project Name: Clallam County Courthouse Landscape Improvements
Project Number(s): #1710CH

To: CLALLAM COUNTY PARKS, FAIR & FACILITIES DEPARTMENT

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

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

BID PROPOSAL

1. **BASE BID AMOUNT:**

Two Hundred One Thousand, Seven Hundred dollars(\$ 201,725.00).
Twenty Five Dollars and 00/100.

2. **ALTERNATE BID AMOUNT:**

Zero dollars(\$ 0.00).

3. **TOTAL BID:**

Two Hundred One Thousand, Seven Hundred dollars(\$ 201,725.00).
Twenty Five Dollars and 00/100.

CONTRACTOR'S CERTIFICATION OF BIDDING & CONTRACT DOCUMENTS

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

NON-COLLUSION STATEMENT

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

NON-DISCRIMINATION

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

INDEPENDENT CONTRACTOR STATEMENT

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

ADDENDA

Receipt of Addenda(s) numbered _____
is hereby acknowledged and all costs of the Work therefore have been included in the Bid Proposal.

BIDDER NAME AND SIGNATURE

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

Firm Name:

Hoch Construction, Inc.

Address:

4201 Tumwater Truck Rt.
Port Angeles, WA 98363

Telephone (360) 452-5381

Contractor's License No.

HOCHCC*912N4

Exp. Date 8/24/2023

The firm submitting this proposal is a:

X

Sole Proprietorship
Corporation
Partnership

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

Kyle Priest, President

Carrie Priest, Secretary & Treasurer

SIGNATURE OF AUTHORIZED OFFICIAL(S)

(PROPOSAL MUST BE SIGNED)



Kyle Priest, President

(Seal)

FIRM NAME Hoch Construction, Inc.

END OF SECTION 00300

BID BOND

Conforms with The American Institute of
Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Hoch Construction, Inc.

_____ as Principal, hereinafter called the Principal,
and the The Ohio Casualty Insurance Company

of Seattle, Washington, a corporation duly organized under
the laws of the State of New Hampshire, as Surety, hereinafter called the Surety, are held and firmly bound unto

Clallam County Parks, Fair & Facilities Department as Obligor, hereinafter called the Obligor,

in the sum of Five Percent (5%) of Bid Amount

Dollars (\$ Five Percent (5%) of Bid Amount), for the payment of which sum well and truly to be made, the said Principal and the said
Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Clallam County Courthouse Landscape Improvements, #1710CH

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor in
accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with
good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in
the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal
shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount
for which the Obligor may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall
be null and void, otherwise to remain in full force and effect.

Signed and sealed this 13th day of June, 2023

Amy R. McBride
Amy R. McBride

Witness

Hoch Construction, Inc. (Seal)
{ Carrie Priest Principal
Carrie Priest, Treasurer Title

Linda Lagerquist
Linda Lagerquist

Witness

The Ohio Casualty Insurance Company
{ By Holli Albers
Holli Albers Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No. 8207353-023049

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint: Alicia A. Kelm: Alyssa J. Lopez; Amber Lynn Reese; Amelia G. Burrill; Annelies M. Richie; Brandon K. Bush; Brent E. Heileseur; Carley Espirito; Christopher Kinyon; Cynthia L. Jay; Dana Marie Brinkley; David M. Harding; Donald Shanklin, Jr.; Eric A. Zimmerman; Erica E. Mosley; Holly Albers; Jacob T. Haddock; James B. Binder; Jamie L. Marques; Julie R. Trout; Justin Dean Price; Kari Michelle Motew; Katherine J. Snider; Lindsey Elaine Jorgensen; Lois E. Weathers; Michael Mansfield; Misti M. Webb; Sara Sophie Sellin; Thomas A. Ringelstein;

all of the city of Tacoma state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of February, 2022



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carsey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 17th day of February, 2022 before me personally appeared David M. Carsey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires: March 28, 2025
Commission number: 1125041
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carsey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of June, 2023.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

ARTICLE 1 - STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: Hoch Construction, Inc.
2. Business Address: 4201 Tumwater Truck Rt. Port Angeles WA 98363
3. How many years has said bidder been engaged in the contracting business under the present firm name? Since 1982
4. Contracts now in hand (Gross Amount): \$ 1,334,686.00
5. General character of work performed by said company:
General Contracting
6. List of more important projects constructed by said company, including approximate costs and dates:
See attached project list
7. List of company's major equipment:
Scissor lifts
Dump truck
Compressor (towable)
Mini excavator
8. Bank references:
First Federal - 6th St. Branch
POC: Tammy Rux 360.417.3130
9. Department of Labor and Industries Firm No.: 839,699-00
10. Department of Revenue Registration: 602 947 244

Kyle Priest, Hoch Construction, Inc.
Name of Bidder


By

President
Title

6/30/2023
Date

Hoch Construction, Inc.
Past Major Projects since 2017:

Jefferson Healthcare ESSB L2 Build Out
Owner: Jefferson Healthcare
Architect: Collins Woerman
\$1,463,263.74- Completed April 2017

Guy Cole Remodel
Owner: City of Sequim
Architect: City of Sequim
\$344,937.66 – Completed June 2017

New Office Building
Owner: Sunland Water District
Architect: N/A
\$170,827.57 – Completed June 2017

Fort Worden Exterior Repairs Building 1
Washington State Parks & Recreation Commission
Architect: WA State Parks & Rec. – engineering division
\$627,415.75 – Completed July 2017

Jefferson Transit Park & Ride Expansion
Owner: Jefferson Transit
Architect: SCJ Alliance
\$678,669.05.00 – Completed January 2018

Neah Bay High School Cafeteria Re-Roof
Owner: Cape Flattery School District
Architect: None
\$117,954.00– Completed December 2017

PUD Forks Vehicle Storage Building
Owner: Clallam County Public Utility District
Architect: Lawhead Architects
\$1,840,488.00 – Completed June 2018

Reynolds Fire Loss
Owner: Mr. & Mrs. Reynolds
Insurance Company: American Family Mutual Insurance Co.
\$224,525.00 – Completed April 2018

Olympic Corrections Center Roof Replacement
Owner: Dept. of Natural Resources

Architect: None: Owner provided bid documents
\$134,188.00 – Completed September 2017

Guy Cole Remodel – Phase II
Owner: City of Sequim
Architect: City of Sequim
\$181,565.73– Completed April 2018

Airborne Environmental – Time & Material
Owner: Airborne Environmental
Architect: None
\$218,249.00 – Completed May 2018

Multi-Tenant Improvements (Airborne Environmental)
Port of Port Angeles
Architect: Carletti Architects
\$574,244.05 – Completed January 2018

Peninsula College Housing
Owner: Collegiate Housing International
Architect: Zenovic & Associates
\$3,024,374.00 - Completed December 2018

5th & McCurdy Booster Station
Owner: City of Sequim
Architect: Gray & Osborne
\$553,599.00 - Completed May 2019

Jamestown Safety & Justice Center
Owner: Jamestown S’Klallam Tribe
Architect: KMB Architects
\$2,646,522.00 - Completed - December 2019

Early Learning Expansion
Owner: Port Gamble S’Klallam Tribe
Architect: Tormod Hellwig
\$1,357,598.00 - Completed June 2019

Chimacum School Tenant Improvement
Owner: Chimacum School District
Architect: Studio Meng Strazzara
\$1,857,660.00 – Completed December 2019

PC Gym Phase IV
Owner: Peninsula College
Architect: KMB Architects

\$486,850.00 – completed April 2019

PC Building N Remodel
Owner: Peninsula College
Architect: Tormod Hellwig
\$500,528.00 – completed October 2020

JPUD OPS Center Addition and TI
Owner: Jefferson County Public Utility District
Architect: TCF Architecture
\$3,809,045.00 – Completed 2021

New 2-Story Shelter Building
Owner: Serenity House of Clallam County
Architect: Zenovic & Associates
\$453,600.00 – Completed 2022

Existing Restroom Remodel
Owner: Serenity House of Clallam County
Architect: Zenovic & Associates
\$376,388.00 – Completed 2022

Forks High School Partial Re-Roof
Owner: Quillayute Valley School District
Architect: BLRB Architects
\$503,966.64 – Completed 2022

Forks Community Center Re-Roof
Owner: Quillayute Valley Park & Recreation District
Engineer: Zenovic & Associates
\$223,583.19 – Completed 2022

Olympic National Park Mora Apartments
Owner: National Park Service
Architect: None, owner supplied drawings
\$165,878.00 – Completed 2022

PC Student Union & Bridge
Owner: Peninsula College
Architect: Tormod Hellwig, LLC
\$115,796.79 – Completed 2022

Jefferson County Bookmobile Garage
Owner: Jefferson County Library
Architect: Weddermann Architecture
\$850,459.96 – Completed 2023

Department of Labor and Industries
PO Box 44450
Olympia, WA 98504-4450

HOCH CONSTRUCTION

Reg: CC HOCHCC*912N4
UBI: 602-947-244

Registered as provided by Law as:
Construction Contractor
(CC01) - GENERAL

HOCH CONSTRUCTION
4201 TUMWATER TRUCK ROUTE
PORT ANGELES WA 98363

Effective Date: 8/24/2009
Expiration Date: 8/24/2023

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

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

SUB-CONTRACTOR'S LIST:

<u>NAME & ADDRESS</u>	<u>DESCRIPTION OF WORK/MATERIAL</u>
<i>North Peninsula Electric</i>	<i>Electrical</i>
<i>P.O. Box 1506 Port Angeles 98362</i>	
<i>2-Grade, LLC.</i>	
<i>P.O. Box 1570 Port Angeles 98362</i>	<i>Excavation</i>
<i>Lakeside Industries</i>	
<i>P.O. Box 728 Port Angeles 98362</i>	<i>Asphalt</i>
<i>Tom Wood Concrete</i>	<i>Concrete</i>
<i>P.O. Box 609 Port Angeles 98362</i>	

MATERIAL SUPPLIERS LIST:

<u>MATERIAL SUPPLIERS</u>	<u>DESCRIPTION OF WORK/MATERIAL</u>
<i>All Materials supplied by the subcontractors listed above.</i>	

ARTICLE 3 - RETAINAGE INVESTMENT OPTION DECLARATION

CONTRACTOR: Hoch Construction, Inc.

PROJECT NAME: **Clallam County Courthouse Landscape Improvements**
PROJECT NO.: **#1710CH**

DATE: 6/30/2023

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

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

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

Carrie D. F.
(Contractor's Signature)
Treasurer
(Title)

This provision shall not increase the applicable Limits of Insurance shown in the Declaration.

2. Damage To Premises Rented to You

SECTION III – LIMITS OF INSURANCE, Paragraph 6. is replaced by the following:

6. Subject to Paragraph 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

If a limit is shown for Damage to Premises Rented to You the most we will pay under Coverage A for damages because of "property damage" to any one premises is the Limit shown in the Declarations or \$500,000, whichever is greater.

3. MEDICAL PAYMENTS

- A. **Section III – Limits of Insurance,** Paragraph 7. is replaced by the following:

7. Subject to Paragraph 5. above the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

If a limit is shown for Medical Expense in the Declarations the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person is the Limit shown in the Declarations or \$15,000, whichever is greater.

- B. This provision 5. (Medical Payments) does not apply if **Section I - Coverage C Medical Payments** is excluded either by the provisions of the Coverage Part or by endorsement.
- C. Paragraph 1.a.(3)(b) of **Section I - Coverage C - Medical Payments**, is replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident; and

4. NON-OWNED WATERCRAFT

- A. If endorsement **CG 21 09, CG 21 10, CG 24 50, or CG 24 51** is attached to the policy, Paragraph A. 2. g. (2) (b) is replaced by the following:

- (b) A watercraft that you do not own that is:

- (i) Less than 50 feet long; and

- (ii) Not being used to carry persons or property for a charge.

- B. If Paragraph A. does not apply, Paragraph g. (2) of 2. **EXCLUSION** under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

- (2) A watercraft that you do not own that is:

- (a) Less than 50 feet long; and

- (b) Not being used to carry persons or property for a charge.

5. SUPPLEMENTARY PAYMENTS

- A. Under **Section I - Supplementary Payments - Coverage A** and **B**, Paragraph 1.b., the limit of \$250 shown for the cost of bail bonds is replaced by \$10,000;

- B. In Paragraph 1.d., the limit of \$250 shown for daily loss of earnings is replaced by \$500.

6. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Paragraph 3.a. of **Section II - Who Is An Insured** is deleted and replaced by the following:

Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization, whichever is earlier.

7. LIBERALIZATION CLAUSE

If we adopt a change in our forms or rules which would broaden coverage for contractors under this endorsement without an additional premium charge, your policy will automatically provide the additional coverages as of the date the revision is effective in your state.

8. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS – Paragraph 6. – Representations is replaced by the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information you provided to us which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable laws and regulations.

9. NOTICE OF OCCURRENCE

The following is added to Paragraph 2. of **Section IV - Commercial General Liability Conditions - Duties In The Event of Occurrence, Offense, Claim or Suit**:

Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence", offense, claim or "suit" to us as soon as you are aware that this insurance may apply to such "occurrence", offense, claim or "suit."

10. BROAD KNOWLEDGE OF OCCURRENCE

The following is added to Paragraph 2. of **Section IV - Commercial General Liability Conditions - Duties in The Event of Occurrence, Offense, Claim or Suit**:

You must give us or our authorized representative notice of an "occurrence", offense, claim, or "suit" only when the "occurrence", offense, claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or the employee designated by you to give such notice, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

11. EXPANDED BODILY INJURY

Section V - Definitions, the definition of "bodily injury" is changed to read:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

12. EXPECTED OR INTENDED INJURY

Exclusion a. of **Section I - Coverage A - Bodily Injury and Property Damage Liability** is replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

13. BLANKET WAIVER OF SUBROGATION

The **Transfer Of Rights Of Recovery Against Others To Us Condition (Section IV - Commercial General Liability Conditions)** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or
2. "Your work" included in the "products-completed operations hazard."

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and
2. Was executed prior to loss.

14. IN REM ACTIONS

Any action in rem against any vessel owned, operated by or for, or chartered by or for you will be treated in the same manner as though the action were in personam against you.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No.

Countersigned By _____

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BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Various provisions in this endorsement restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us", and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V – DEFINITIONS** in the Business Auto Coverage Form.

The coverages provided by this endorsement apply per "accident" and, unless otherwise specified, are subject to all of the terms, conditions, exclusions and deductible provisions of the policy, to which it is attached.

SECTION II – COVERED AUTO LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include:

- d. Any "employee" of yours while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- e. Any person or organization for whom you have agreed in writing to provide insurance such as is afforded by this Coverage Form, but only with respect to liability arising out of the ownership, maintenance or use of "autos" covered by this policy. If such person or organization has other insurance then this insurance is primary to and we will not seek contribution from the other insurance.

SECTION IV – Business Auto Conditions, Paragraph A. 5. – Transfer of Rights of Recovery Against Others To Us is amended to include:

5. Transfer of Rights of Recovery Against Others to Us

This condition does not apply to any person(s) or organization(s) to the extent that subrogation against that person or organization is waived prior to the "accident" or the "loss" under a contract with that person or organization.

SECTION II – COVERED AUTO LIABILITY COVERAGE, Paragraph A.2.a. (2) – **Supplementary Payments** is replaced by the following:

- (2) Up to \$10,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

SECTION II – COVERED AUTO LIABILITY COVERAGE, Paragraph A.2.a. (4) – **Supplementary Payments** is replaced by the following:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

SECTION II – COVERED AUTO LIABILITY COVERAGE, Paragraph A.2.c. – Voluntary Property Damage is added as follows:

c. Voluntary Property Damage

At your written request, we may make a voluntary payment for Property Damage caused by an "insured", but without liability to a third party, up to \$25,000. We will not make a Voluntary Property Damage payment to anyone who is an "insured" under this policy.

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph A.2. – Towing is replaced by the following:

Towing

We will pay up to \$500 for towing and labor costs incurred each time a covered "auto" that is a:

- a. Private passenger;
- b. Truck;
- c. Pick-up truck;
- d. Panel ; or
- e. Van

type vehicle under 20,000 lbs. of Gross Vehicle Weight is disabled. However, the labor must be performed at place of disablement.

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph A.3. – Glass Breakage – Hitting a Bird or Animal – Falling Objects or Missiles is replaced by the following:

Glass Breakage – Hitting a Bird or Animal – Falling Objects or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay the following under Comprehensive Coverage:

- a. Glass Breakage;
- b. "Loss" caused by hitting a bird or animal; and

- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

Glass Repair – Waiver of Deductible

No deductible applies to glass breakage, if the glass is repaired rather than replaced.

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph A.4.a. – Transportation Expenses is replaced by the following:

a. Transportation Expenses

We will pay up to \$200 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" that is a:

- (1) Private passenger;
- (2) Truck;
- (3) Pick-up truck;
- (4) Panel; or
- (5) Van

type vehicle under 20,000 lbs. of Gross Vehicle Weight. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

SECTION III – PHYSICAL DAMAGE COVERAGE,
Paragraph A.4.b. – **Loss of Use Expenses** is replaced by the following:

b. Loss of Use Expenses – Hired, Rented, or Borrowed Automobiles

We will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle hired, rented or borrowed without a driver under a written rental contract or agreement. We will pay for loss of use expenses, if caused by:

- (1) Other than Collision, only if the Declarations indicate that Comprehensive Coverage is provided for the vehicle withdrawn from service.
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for the vehicle withdrawn from service.
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for the vehicle withdrawn from service.

However, the most we will pay for any expenses for loss of use is \$200 per day, to a maximum of \$1,500.

SECTION III – PHYSICAL DAMAGE COVERAGE,
Paragraph A.4.c. – **Non-Transportation Loss of Use Expenses** is added as follows:

c. Non-Transportation Loss of Use Expenses

We will pay up to \$2,000 for non-transportation expense incurred by you, because of "loss" to a covered "auto", if caused by:

- (1) Other than Collision, only if the Declarations indicate that Comprehensive Coverage is provided for the "auto" withdrawn from service;

- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for the "auto" withdrawn from service; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for the "auto" withdrawn from service.

SECTION III – PHYSICAL DAMAGE COVERAGE,
Paragraph A.4.d. – **Airbag Coverage** is added as follows:

d. Airbag Coverage

We will pay for the cost to repair, replace, or reset an airbag that inflates for any reason other than as a result of a collision, if the Declarations indicate that the covered "auto" has Comprehensive Coverage or Specified Causes of Loss Coverage.

SECTION III – PHYSICAL DAMAGE COVERAGE,
Paragraph A.4.e. – **Rental Reimbursement Coverage** is added as follows:

e. Rental Reimbursement Coverage

We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto" that is a:

- (1) Private Passenger;
- (2) Truck;
- (3) Pick-up truck;
- (4) Panel; or
- (5) Van

type vehicle under 20,000 lbs. of Gross Vehicle Weight. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

- (1) We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(a) The number of days reasonably required to repair or replace the covered "auto".

(b) 30 days.

- (2) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

- (3) The Rental Reimbursement Coverage described above does not apply to a covered "auto" that is described or designated as a covered "auto" on Rental Reimbursement Coverage Form CA 99 23.

SECTION IV – BUSINESS AUTO CONDITIONS – Paragraph B.2. – Concealment, Misrepresentation Or Fraud is amended by adding **Unintentional Failure to Disclose Hazards** at the end of Paragraph B.2. as follows:

Unintentional Failure to Disclose Hazards

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

SECTION IV – BUSINESS AUTO CONDITIONS – Paragraph B.5.b. – **Other Insurance** is replaced by the following:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent, or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

SECTION V – DEFINITIONS – Paragraph C. – **"Bodily injury"** is replaced by the following:

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these. Mental anguish means any type of mental or emotional illness or disease

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No.

Countersigned By _____

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Project Name: Clallam County Courthouse Landscape Improvements
Project Number(s): #1710CH

This agreement is entered into between Clallam County, a political subdivision of the State of Washington, hereafter called "County" and **Hoch Construction, Inc, 4201 Tumwater Truck Route Port Angeles, WA 98363**, hereinafter called "Contractor". The Owner and Contractor agree as set forth below:

1. This Agreement is comprised of the Bidding Documents, Contract Documents, the Agreement, Plans and Specifications as described in the Contract Documents, Addenda issued prior to execution of this Agreement and modifications issued after execution of this Agreement.
2. The Contractor shall execute the entire work described in the Bidding and Contract Documents.
3. The date of commencement is the date the Contractor receives a signed copy of this Agreement by the Board of Commissioners which shall be considered the notice to proceed.
4. **The Contractor shall achieve Substantial Completion of the entire work no later than 120 Calendar Days from Contract Approval subject to adjustments provided for in the Contract Documents. All work shall meet Final Completion no later than 140 Calendar Days from Contract Approval.**
5. The Owner shall pay the Contractor in current funds for Contractor's performance of the Contract the Contract Sum of **Two Hundred One Thousand, Seven Hundred, Twenty-Five Dollars and no Cents (\$201,725.00)**, subject to additions and deductions as provided in the Contract Documents.
6. The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:
Alternates/Unit Pricing:

Alternate #1: NA

Unit Price #1: NA
7. Progress Payments
 - a. The Owner shall make progress payments to the Contractor on account of the Contract Sum as provided for below and elsewhere in the Contract Documents.
 - b. The Contractor shall submit Application for Payment on AIA Document G702 forms not more than once per month or Contractor's own form with same information found on G702 Forms.
 - c. The Contractor shall submit Application for Payment prior to the last day of each calendar month to the Owner or Owner's Representative Engineer.
 - d. The Owner shall make progress payments within 15 calendar days of receipt of Application for Payment and certification that work has progressed satisfactorily.
 - e. Each Application for Payment shall be based upon the schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Owner or Owner's Engineer may require. This schedule, unless objected to by the Owner or Owner's Engineer, shall be used as a basis for reviewing the Contractor's Applications for payment.
 - f. Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
 - g. Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- ☐ Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less Retainage of five percent. Pending final determination of cost to the Owner of changes in the Work, amounts not in the dispute may be included as provided in the General Conditions even though the Contract Sum has not yet been adjusted by Change Order.
 - ☐ Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction less Retainage of five percent.
 - ☐ Subtract the aggregate of previous payments made by the Owner; and
 - ☐ Subtract amounts, if any, for which the Owner or Engineer has withheld or nullified a Certificate of Payment as provided in the General Conditions.
8. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct non-conforming Work as provided in the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a Final Certificate for Payment has been issued by the Owner or Owner's Representative Engineer; such final payment shall be made by the Owner not more than 30 days after the issuance of the Owner or Owner's Representative Engineer's final Certificate for Payment, punch list is completed and all close-out paperwork and documents have been submitted to the Owner including Department of Revenue clearance.
9. Other documents, if any, forming part of the Contract Documents are as follows:
- A. UBI Certification # 602-947-244 (copy to be attached to Agreement)

IN WITNESS WHEREOF, the Parties have executed this Agreement on this ____ day of _____, 2023.

CONTRACTOR: Hoch Construction, Inc
Name


(By) Kyle Priest
President
(Its)

Date: June 30th, 2023

OWNER:

Clallam County Commissioners

Mark Ozias, Chair

Attest:

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

Loni Gores, Clerk of the Board

END OF SECTION 00500

GENERAL CONDITIONS OF THE CONTRACT

ARTICLE 1 GENERAL PROVISIONS

1.1 Definitions

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

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

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

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

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

1.2 Execution, Correlation, and Intent

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

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

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

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

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

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

1.3 Ownership of Documents

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

ARTICLE 2 OWNER

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

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

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

2.1.4 The Owner shall have additional responsibilities enumerated herein.

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

ARTICLE 3 CONTRACTOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

5.1 Definitions

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

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER

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

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

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

ARTICLE 7 CHANGES IN THE WORK

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

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

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

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

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

ARTICLE 8 TIME AND LIQUIDATED DAMAGES

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

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

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

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

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

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

8.1.6 It is agreed by the parties that **time is of essence in this agreement** and, if the date of final completion is delayed, the Owner will be damaged. The exact amount of the damage will be difficult to calculate, but will include such items as outside leases, loss of efficient function, and inconvenience to the public and to the Owner. **It is agreed between the parties that the amount of damages will be Two Hundred Fifty Dollars and No Cents (\$250.00) per calendar day from Final Completion date as designated on the Form of Agreement between Owner and Contractor.** The Owner may deduct the sum of such liquidated damages from any moneys due or that may become due the Contractor; or if such moneys are insufficient, the Contractor or his Surety or Sureties shall pay the difference.

ARTICLE 9 PAYMENTS AND COMPLETION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11 INSURANCE & BONDS

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

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

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

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

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

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

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

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

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

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

The surety bond shall be in the following penal sums:

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

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

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

11.1.10 For the projects under \$25,000.00, Contractor may agree to a 50% Retainage fund in lieu of providing a performance bond. The Retainage fund to be held by the County until work is complete, all paperwork is turned in and state releases signed and returned to County.

ARTICLE 12 WARRANTY

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

ARTICLE 13 LAW, SUCCESSORS, TESTS

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

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

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

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

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

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

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

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

ARTICLE 14 TERMINATION

14.1.1 The Owner may terminate the Contract if the Contractor:

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

ARTICLE 15 PREVAILING WAGES

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

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

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

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

15.1.5 The Contractor and Subcontractors shall further certify that:

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

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

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

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

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

ARTICLE 16 OFFSHORE ITEMS

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

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

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

ARTICLE 18 DISCRIMINATION

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

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

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

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

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

ARTICLE 19 COUNTY/CONTRACTOR RELATIONSHIP

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

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

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

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

END OF SECTION 00600



3
JUL 17 2023

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 7-17-23**

REGULAR AGENDA ☒ **Meeting Date: 7-25-23**

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 Discussion and approval |

Documents exempt from public disclosure attached: ☐

Executive summary:

Sharon Maggard – Serenity House of Clallam County is requesting the Board of Commissioners to approve of her to represent Clallam County homeless issues and vote at the Washington State Balance of State – Continuum of Care 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?)

Discussion and request to authorize Sharon Maggard to represent Clallam County Homeless issues and vote at the Washington Sate Balance of State – Continuum of Care Board.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Sharon Maggard – Serenity House of Clallam County

Relevant Departments: Board of Commissioners

Date submitted: 7-10-23

* 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)

Washington State Balance of State - Maggard 7-17-23

Revised: 3-04-2019



Serenity House of Clallam County

PO box 4047 • 2203 W 18th Street • 360-452-7224

July 7, 2023

Clallam County Commissioners Office
223 E. 4th Street #4
Port Angeles, WA 98362

Request for Approval at Next Board meeting

Subject: Clallam County Commissioners Approval for Sharon Maggard to represent Clallam County homeless issues and vote at the Washington State Balance of State – Continuum of Care Board.

Qualifications

Serenity House of Clallam County is the Consolidated Homeless Grant (CHG) fund recipient for Clallam County. We provide the community access to Washington State Department of Commerce program funds through Housing Essential Needs (HEN), CHG, Eviction Prevention, Diversion, Permanent Supportive Housing (PSH), and homeless shelters. The Department of Housing and Urban Development (HUD) grant Serenity House funds for rentals and upkeep of Youth Programs, Senior Programs, Clallam Family and PSH operations. We have funds through the Salish Behavioral Health Administrative Services Organization for the Housing and Recovery through Peer Services (HARPS) program.

Our organization files federal audits each year. We provide housing and homeless data for Washington State Department of Revenue (DOR), WBARs, ESNAPS, ELOCC and Homeless Management Information System (HMIS) reporting systems, coordinates the Point in Time Count (PIT) and inputs data and responds to US CENSUS for the homeless in Clallam County. Serenity House has supported solutions for Clallam County homeless population since 1982.

Agency and Affiliation

Sharon Maggard has served as the Executive Director of Serenity House of Clallam County for 4 years and is a voting member of Clallam County Homeless Task Force and Clallam County Housing Solutions committee.

Request approval from Clallam County Commissioners to represent the County's homeless at the Balance of State/Continuum of Care board and committees as a voting member.

Approval Date:

Signature(s) of Approval:

Please provide copy of meeting minutes



A United Way Partner Agency



AGENDA ITEM SUMMARY

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

4
JUL 17 2023

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date:** July 17, 2023

REGULAR AGENDA ☒ **Meeting Date:** July 25, 2023

Required originals approved and attached? ☒

Will be provided on:

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Health and Human Services Department is requesting to utilize funds from Foundational Public Health Services to install approximately 1,110 square feet of vinyl flooring for the Forks office, located at 140 C Street.

As part of this request, Health and Human Services is requesting that the Board of County Commissioner's grant a waiver of Bid/RFP/Quote Requirement, pursuant to Clallam County Code Chapter 3.12, and Administrative Policy 560.

Staff solicited three floor installers, and Burton Flooring was the only floor company to respond to the request.

Attached is the quote from Burton Flooring.

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?) Support staff's request.

County Official signature & print name: Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: July 12, 2023

* 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)

Burton Flooring Waiver - Work Session
Revised: 3-04-2019



***REQUEST FOR WAIVER OF
BID/RFP/QUOTE REQUIREMENT***

Department: **Health and Human Services**

Date: July 17, 2023

Contract Number: 11301-23-BFF

Pursuant to Clallam County Code Chapter 3.12, and Administrative Policy 560, a waiver of the Bid/RFP/Quote requirement for purchases of goods or services is requested.

Goods or Services to be Purchased: Approximately 1,100 square feet of vinyl flooring to be installed for property located at 140 C Street (Forks Office).

Cost of Purchase: \$15,948.43

Vendor to be Awarded Contract:

Burton Flooring.

I certify that after diligent inquiry, to the best of my knowledge the vendor indicated above is the sole provider of the goods/services detailed in this document.

By: 
County Official Signature

Approved this _____ day of _____ 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Burton Flooring Inc

5022 S. Doss Rd.
Port Angeles, WA 98362
360-457-6441
pa@burtonflooringinc.com

**Estimate**

ADDRESS

KEVIN LOPICCOLO
CLALLAM COUNTY HEALTH & HUMAN SERVICES DEPT.
111 E 3rd Street
PORT ANGELES, WA 98382

SHIP TO

CLALLAM COUNTY HEALTH & HUMAN SERVICES
DEPT.
140 C ST. SW
FORKS, WA 98331

ESTIMATE #
4205

DATE
07/11/2023

QTY	ACTIVITY	RATE	AMOUNT
	UPDATED		
1,106.24	SQ.FT. 20mil. WATERPROOF LUXURY VINYL PLANK - BOREALIS: CABANA	3.09	3,418.28
736	SQ.FT. PLYWOOD OR OSB UNDERLAYMENT	1.00	736.00
1,106.24	SQ.FT. VINYL PLANK INSTALL	2.50	2,765.60
	TEAROUT, HAUL-AWAY & DISPOSAL GLUE-DOWN COMMERCIAL CARPET		675.00
1	REMOVE & RE-INSTALL TOILET	160.00	160.00
	REMOVE & RE-INSTALL ALL WOOD BASE		485.00
4	TRIP CHARGE (MULTIPLE DAYS)	125.00	500.00
	SOME ADDED FURNITURE SHUFFLING	560.00	560.00
	CUSTOMER SHUFFLING PART OF FURNITURE		
	UPCHARGE FOR PREVAILING WAGE COST	5,385.60	5,385.60

ESTIMATE ONLY. DO NOT PAY FROM THIS DOCUMENT. AN INVOICE WILL BE PROVIDED.

I agree to purchase the above products and/or services. YOUR FINAL INVOICE MAY BE DIFFERENT in the event of A) hidden problems with the floor (requiring additional floor prep) or B) additional requested material/labor needed in order to complete proper installation of the product AND satisfactory job completion

SUBTOTAL	14,685.48
TAX (8.6%)	1,262.95
TOTAL	\$15,948.43

Accepted By

Accepted Date

24% APR interest on all unpaid balances after 30 days.

\$30 CHARGE FOR RETURNED CHECK.

Page 1 of 1



5
JUL 17 2023

AGENDA ITEM SUMMARY

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

Department: Auditor's Office

WORK SESSION ☒ **Meeting Date: 07.17.2023**

REGULAR AGENDA ☒ **Meeting Date: 07.25.2023**

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

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 100221.23.04 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: Review submitted PSA proposal from Haase Woodworks Inc. for the remodeling of the Auditor's Office.

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

Funds were allocated in the Capital Projects 2023 Budget for the Auditor's office remodel.

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

The Auditor's office would like approval of this proposal.

County Official signature & print name:

 _____ Shoona Riggs

Name of Employee/Stakeholder attending meeting: Shoona Riggs and Sandy Williams

Relevant Departments: The Auditor's Office

Date submitted: 7.12.2023

* 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

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

Name: Haase Woodworks Inc.

Address: 258955 Hwy 101
Sequim, WA 98382

Phone N^o: 360.681.6600

(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 25th day of July 2023 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of December 2023.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 12th day of July 2023.

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS

Haase Woodworks Inc.

Karin Haase
Print name: Karin Haase

Title: CFO

Date: July 12th, 2023

ATTEST:

Loni Gores, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department
Copies: 5

Mark Ozias, Chair

Print Name

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

SCOPE OF WORK

The Clallam County Auditor's Office is remodeling their front office by increasing the number of workstations to accommodate the public and creating a more efficient and accessible work area for both the employees and the public.

SEE ATTACHED PROPOSAL.

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of **Seventy-four thousand six hundred twenty-nine DOLLARS (\$74,629.00)** for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☒ at completion of project; ☐ other (specify)

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

OR

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

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 DOLLARS (\$) for the completed work set forth in Attachment "A."

2. AND

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

OR

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

OR

☐ **c.** Other (specify):

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: **Rick McFarlen**

Title: **Deputy Director**

Address: **223 East 4th Street, Suite 7**

Telephone: **360.417.2302**

E-mail: **rick.mcfarlen@clallamcountywa.gov**

Fax: **360.417.2395**

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 \$1000,000 per occurrence

\$2,000,000 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 | \$ | per occurrence |
| | \$ | aggregate |
| Property damage liability | \$ | per occurrence |
| | \$ | aggregate |
- ☒ BUSINESS AUTOMOBILE LIABILITY: \$100,000 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.

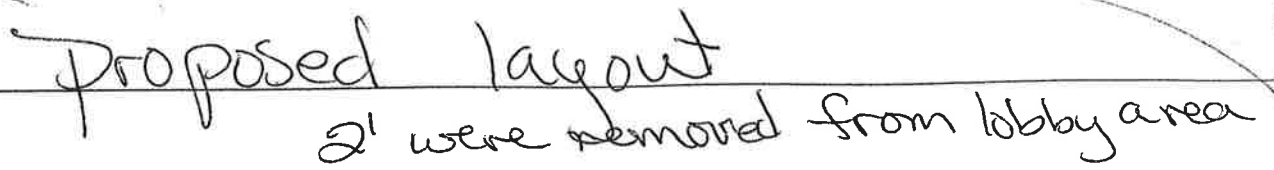
Evidence of primary insurance coverage shall be submitted to the County Project Manager within 20 days of the execution of the Agreement. The Agreement shall be void ab initio if the proof of coverage is not timely supplied.

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):.





Clallam County Auditor's Office

Shoona Riggs, Auditor

Sandy Williams, Chief Deputy

223 E 4th St, Suite 1 ✧ Port Angeles, WA 98362

Phone: 360-417-2225 ✧ Fax: 360-417-2517

Email: sandy.williams@clallamcountywa.gov

July 12, 2023

RE: Auditor's Office Remodeling

I am submitting the proposals that I have received to move forward with the remodeling of the Auditor's office.

I had requested proposals from three companies and were able to receive them from two companies, I did not hear back from the third one. I then looked online through a NBF Government Solutions catalog we had received which did have counters, however, they did not have the high counters, which is what is needed for our department.

I met with the two company representatives that had responded. Reviewed what we were needing and they did measurements. We revisited the project a couple of times with each. The three that I had requested proposals from are:

- Haase Wood Works, Inc - see attached proposal
- POE – Nick Wright - see attached proposal
- KMWoodworks – No Response – see attached email sent, I had called prior to sending email with no answer
- NBF Government Solutions – Online, no high counters

After several meetings, we have concluded that Haase Woodworks, Inc. would be a better fit for what our needs are.

- Removal of existing counters and construction of new counters - \$76,780.00 + tax and fees minus \$8,298.00 for using the existing drawer cabinets with locks. Total of \$68,482.00 + tax and fees.

Thank you,

A handwritten signature in black ink, appearing to read "Sandy Williams".
Sandy Williams

Haase Woodworks Inc.

258955 Hwy. 101
Sequim, WA 98382
Shop 360-681-2600
Fax 360-681-6600

We at Haase Woodworks Inc. agree to follow the terms of this proposal and hold to the listed price for 30 days from the day submitted. We agree to furnish all materials and perform all labor to complete the following, unless listed below.

May 15, 2023 Submitted date

This submittal date has been extended thru but not to exceed July 15, 2023.

Proposal for: Clallam County Parks and Facilities, Re; Auditor's Office

Job name: Auditors Office, Main work station counters

This proposal is for the removal of the existing casework and counter tops.

We will replace them with the installation of new main work station cabinets and counter tops, as per our discussion.

There only appears to be only a few of the existing cabinets that can be reused as the majority of the existing cabinets and counter top have out lasted their expected life span.

This work will require closing the office for several days to complete.
This can be discussed at a later date.

We are proposing 7 separate L shaped work stations, each work station will contain 2 cabinets with 4 drawers with keyed locks. There will be a passage gate at the south end.

We will provide a chase wall for I T and electrical

We will place an entry gate at the south end of the work station.

A partition panel between section. Open shelf for miscellaneous below the countertop.

We are proposing that the counter tops be solid surface for the long-term durability and its ability to not harbor bacteria. There are sales on this material going on at this time Limited color choices.

Estimate: \$76,780.00 +tax and fees

Options: Use 6 of the existing drawer cabinets with locks. \$ -8,298.00

Laminate countertops. Not Solid surface \$ -1,044.00

Expulsions. No plumbing, electrical, IT. or appliance installation.
Public partition screens by others

We acknowledge the prevailing wage requirements.

Russ Haase
Haase Wood Works Inc.

Sales Quote No: 1607

Date: 7/7/23

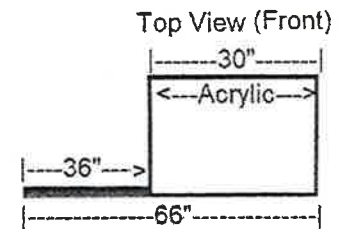
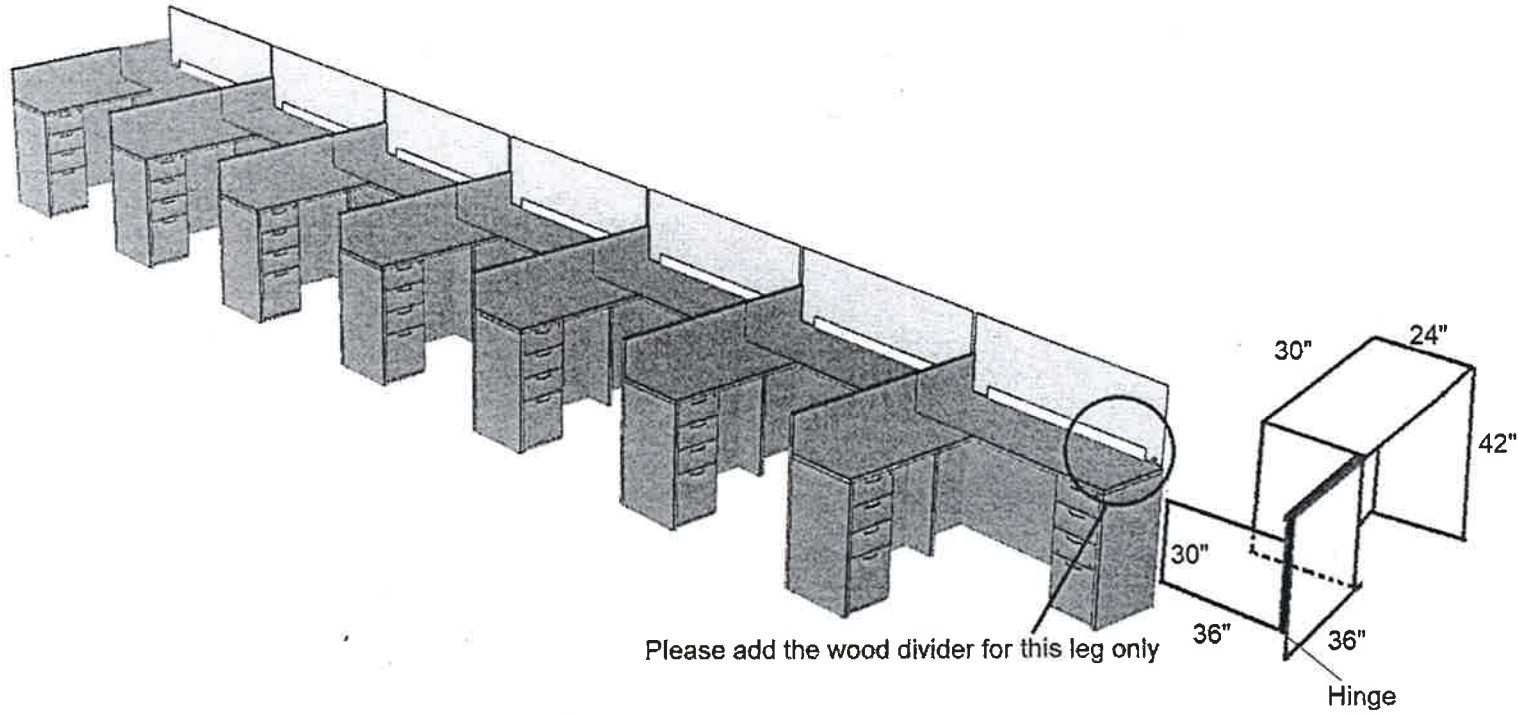
Account No: CLA009

Bill To: CLALLAM CO. AUDITOR
 223 E. 4TH ST. SUITE 1
 PORT ANGELES, WA 98362-3015

Ship To: CLALLAM CO. AUDITOR
 223 E. 4TH ST. SUITE 1
 PORT ANGELES, WA 98362-3015

Sales Person	P.O. Number	Ship Method	Payment Terms	Quote Expires On			
NICK WRIGHT	SANDY	DELIVERY		7/27/23			
Notes							
PRICING INCLUDES SETUP, DELIVERY, INSTALLATION ONSITE							
Item No	Description	Quantity	UM	Price	Disc	Amount	
FURNITURE	42' STANDING HEIGHT COUNTER (30"D) W/ 7 X RETURNS (48X24), 14 X BOX/BOX/BOX/FILE (2 X PLATE HOLDER INSERTS EA), ACRYLIC FRONT W/ 4" PASSTHROUGH. 12" DIVIDER ON RIGHT SIDE OF EA DESK, LEFT SIDE ON SOUTH DESK. COLOR TBD	1.00	EACH	\$58,175.00	0.00	\$58,175.00	
FURNITURE	42' STANDING HEIGHT COUNTER SHELL (24"D X 30") WITH CLEAR ACRYLIC FRONT. NO PASSTHROUGH. 36"X42"X1-1/8" PANEL FOR BLOCKADE MOUNTED TO BACK OF SHELL (66" OVERALL LENGTH). 36X30 BI-DIRECTIONAL SWINGING DOOR. COLOR TBD	1.00	EACH	\$3,235.00	0.00	\$3,235.00	
Pacific Office Equipment "Your Local Solution Provider" 314 E 8th St Port Angeles, WA 98362 800-962-8714 360-417-3600 www.poeinc.com						Subtotal	\$61,410.00
						Discount	\$0.00
						Freight	\$0.00
						Sales Tax	\$5,404.08
						Sales Order Total	\$66,814.08

Pacific Office Equipment
 "Your Local Solution Provider"
 314 E 8th St Port Angeles, WA 98362
 800-962-8714 360-417-3600
 www.poeinc.com



Williams, Sandy

From: Williams, Sandy
Sent: Friday, March 31, 2023 10:12 AM
To: kmwoodworkers@gmail.com
Subject: Clallam County Auditors Office reconstruction

Good morning,

We are currently thinking of reconstructing our front office where the Vehicle Licensing division and the Recording division currently are. I was thinking it would be nice to keep what we currently have, but it will need to be moved forward about 3 feet and drawers added, counter spaces worked out etc. Our goal is to get all/most employees to work on the front counter.

I am not sure if this is an area you work in or if you could recommend somebody that does this kind of work. If it is something you could look at and give an idea and estimate on, I would like to set up an appointment to meet with you. Please let me know if this is an area you can work with.

"My email address has changed! Please update my contact card at your earliest convenience, Thank you!

" sandy.williams@clallamcountywa.gov

Thank you,

Sandy Williams
Chief Deputy Auditor
☎ 360.417.2225 | 📠 360.417.2517
223 E 4th St, Suite 1, Port Angeles WA 98362
sandy.williams@clallamcountywa.gov

No response


[HOME](#)
[WHAT WE DO?](#)
[GALLERY](#)
[TESTIMONIALS](#)
[CONTACT US](#)

What we do?



K & M Woodworkers has over 35 years experience in producing quality wood products, be it custom furniture or home cabinetry. Anything that we make demonstrates the essence of quality, designed and fabricated to last a lifetime.

Every project starts with a consultation to help ascertain the needs of the client, followed by a series of hand drawn designs illustrating said project. Due to our modest overhead, we are able to create high quality for a modest price. And our experience guarantees that you will be more than satisfied. Following are a few examples of what we have done and do.

- Custom kitchens and baths, from simple designs to the high end, using all types of wood from common to exotic.
- Entertainment centers.
- Bookcases.
- Office desks, executive desks, file units (wood). ✓
- Custom furniture of many types. ✓

Note: All of our cabinet construction, which makes up the bulk of demand, is traditional frame and panel, all panels are tongue and grooved into the frames. We use only 3/4" pre-finished panels, nothing is nailed. All other panels such as bottoms are screwed into the sides, making for an absolutely sturdy long lasting construction. Additionally, we use high quality water based acrylic lacquers, with extremely low volatiles, adding almost nothing to air pollution. Our finishes are tough, chemically resistant, and non-yellowing.

For more information, contact Ken at K & M by phone or email on the contact page.



Contact Info,

K & M Wood Works
Port Angeles, WA 98363

Phone: (360) 457-9773

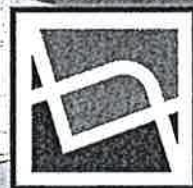
Email: kmwoodworkers@gmail.com ★



NBF Government Solutions

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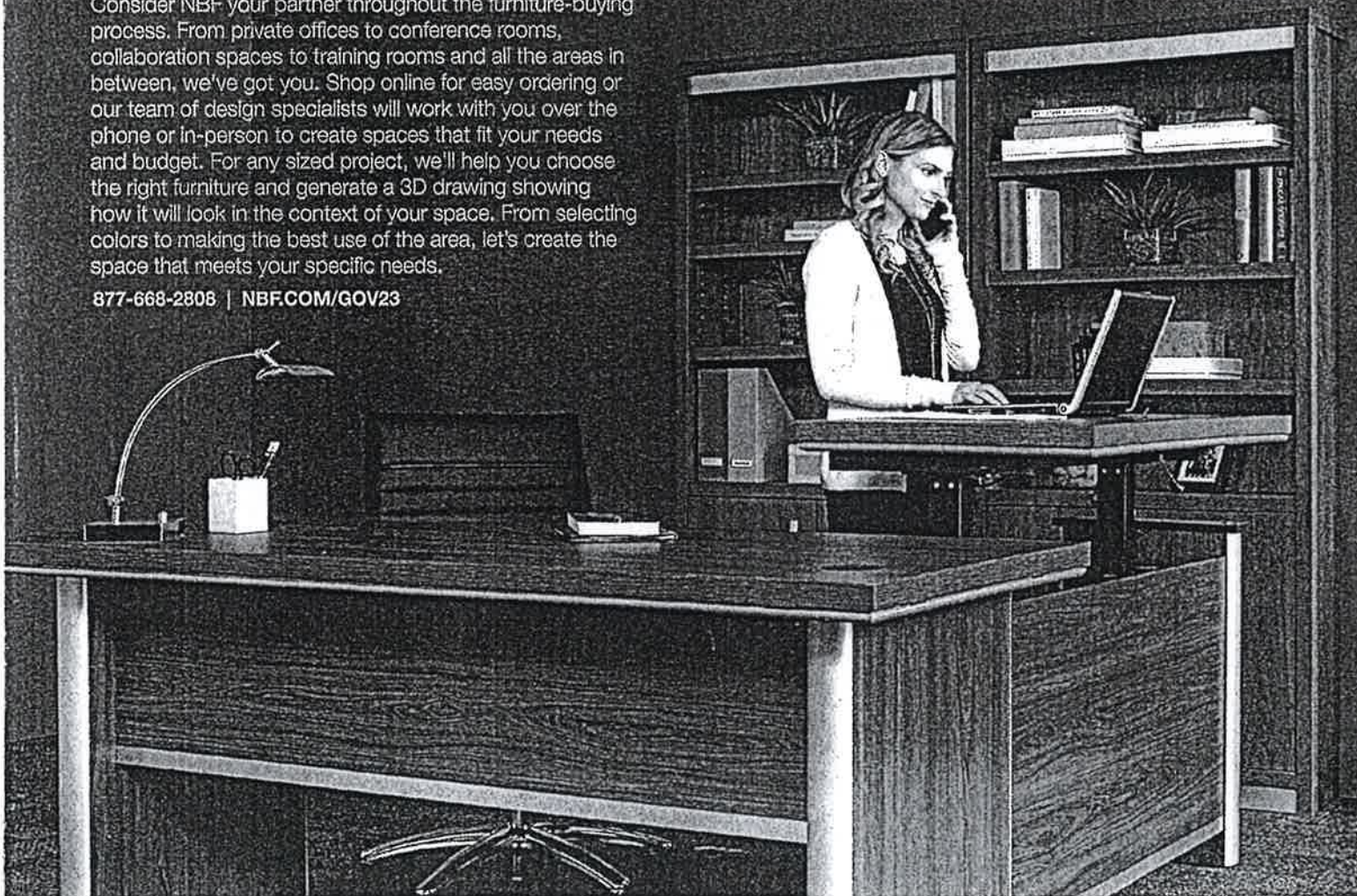
SHOONA RIGGS
OR FURNITURE BUYER
CLALLAM COUNTY AUDITOR
223 E 4TH ST STE 1
PORT ANGELES WA 98362-3000

B
02248
P0413
432#
387

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Consider NBF your partner throughout the furniture-buying process. From private offices to conference rooms, collaboration spaces to training rooms and all the areas in between, we've got you. Shop online for easy ordering or our team of design specialists will work with you over the phone or in-person to create spaces that fit your needs and budget. For any sized project, we'll help you choose the right furniture and generate a 3D drawing showing how it will look in the context of your space. From selecting colors to making the best use of the area, let's create the space that meets your specific needs.

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6

AGENDA ITEM SUMMARY

JUL 17 2023

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

Department: Sheriff

WORK SESSION ☒ **Meeting Date:** 7/17/23

REGULAR AGENDA ☒ **Meeting Date:** 7/25/23

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 815-23-03 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: This is a renewal of our grant agreement with Washington State Department of Ecology supporting our jail CREW function of removing litter and illegally dumped materials from public lands. This funding cycle also includes budget for replacement of a vehicle used by the work crew.

Budgetary impact: Total award is \$162,058. There is no match requirement for this funding. Funding is received from the state as reimbursement to County expenditures.

Recommended action: Board approval of this grant award.

County Official signature & print name: Brian King, Sheriff

A handwritten signature in black ink, appearing to read "Brian King", written over a horizontal line.

Name of Employee/Stakeholder attending meeting: Chief Wenzl

Relevant Departments: Sheriff

Date submitted: 7/11/23

* 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)



DEPARTMENT OF
ECOLOGY
State of Washington

Agreement No. SWMCLCP-2325-CLCoSO-00107

SOLID WASTE MANAGEMENT COMMUNITY LITTER CLEANUP PROGRAM AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CLALLAM COUNTY SHERIFF'S OFFICE

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and CLALLAM COUNTY SHERIFF'S OFFICE, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Clallam Co SO
Total Cost:	\$215,479.00
Total Eligible Cost:	\$162,058.00
Ecology Share:	~ \$162,058.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2023
The Expiration Date of this Agreement is no later than:	06/30/2025
Project Type:	CLCP Grant

Project Short Description:

Litter and Illegal Dump Cleanup and Prevention Project

Project Long Description:

To remove litter and illegally dumped material from public lands and/or provide litter and illegal dump prevention education to citizens and other organizations. The recipient shall furnish the necessary personnel, equipment, material and/or services, and/or otherwise do all things necessary for or incidental to the performance of the scope of work set forth herein.

Overall Goal:

The Goal of this project is to continue operation of a county-wide comprehensive litter and illegal dumpsite clean-up and disposal management program. The County litter and illegal dumpsite clean-up program helps to discourage future

State of Washington Department of Ecology

Agreement No: SWMCLCP-2325-CICoSO-00107

Project Title: Clallam Co SO

Recipient Name: CLALLAM COUNTY SHERIFF'S OFFICE

littering and provides for the maintenance of clean, safe, and healthy public areas and roadways in Clallam County.

State of Washington Department of Ecology
Agreement No: SWMCLCP-2325-CICoSO-00107
Project Title: Clallam Co SO
Recipient Name: CLALLAM COUNTY SHERIFF'S OFFICE

RECIPIENT INFORMATION

Organization Name: CLALLAM COUNTY SHERIFF'S OFFICE

Federal Tax ID: 91-6001298
UEI Number: JV6JJNELRBS5

Mailing Address: 223 E 4th St Ste 12
Port Angeles, WA 98362-3015

Physical Address: 223 E 4th St Ste 12
Port Angeles, Washington 98362-3015

Organization Email: don.wenzl@clallamcountywa.gov

Contacts

State of Washington Department of Ecology

Agreement No: SWMCLCP-2325-CICoSO-00107

Project Title: Clallam Co SO

Recipient Name: CLALLAM COUNTY SHERIFF'S OFFICE

Project Manager	Alicia Newhouse Administrative Sergeant 223 E 4th St Ste 12 Port Angeles, Washington 98362-3015 Email: alicia.newhouse@clallamcountywa.gov Phone: (360) 417-2356
Billing Contact	Alicia Newhouse Administrative Sergeant 223 E 4th St Ste 12 Port Angeles, Washington 98362-3015 Email: alicia.newhouse@clallamcountywa.gov Phone: (360) 417-2356
Authorized Signatory	Don A Wenzl Chief Corrections Deputy 223 E. 4th Street Suite 12 Port Angeles, Washington 98362 Email: don.wenzl@clallamcountywa.gov Phone: (360) 417-2356

State of Washington Department of Ecology

Agreement No: SWMCLCP-2325-CICoSO-00107

Project Title: Clallam Co SO

Recipient Name: CLALLAM COUNTY SHERIFF'S OFFICE

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Solid Waste Management
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Solid Waste Management
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	* Ariona PO Box 47775 Olympia, Washington 98504-7775 Email: ario461@ecy.wa.gov Phone: (360) 789-9601
Financial Manager	* Ariona PO Box 47775 Olympia, Washington 98504-7775 Email: ario461@ecy.wa.gov Phone: (360) 789-9601

State of Washington Department of Ecology
Agreement No: SWMCLCP-2325-CICoSO-00107
Project Title: Clallam Co SO
Recipient Name: CLALLAM COUNTY SHERIFF'S OFFICE

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

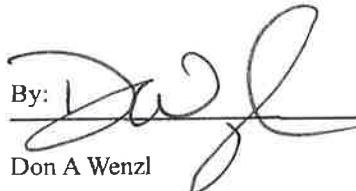
Washington State
Department of Ecology

CLALLAM COUNTY SHERIFF'S OFFICE

By: _____

Laurie Davies
Solid Waste Management
Program Manager

Template Approved to Form by
Attorney General's Office

By:  03/05/2023
Don A Wenzl
Chief Corrections Deputy

Date

Agreement No: SWMCLCP-2325-CICoSO-00107
Project Title: Clallam Co SO
Recipient Name: CLALLAM COUNTY SHERIFF'S OFFICE

Brian King


Clallam County Sheriff

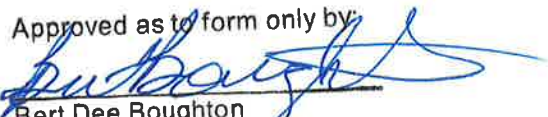
07/2/23
Date

Mark Ozias

Chair of Clallam County Board of
Commissioners

Date

Approved as to form only by:

= 
Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

State of Washington Department of Ecology
 Agreement No: SWMCLCP-2325-CICoSO-00107
 Project Title: Clallam Co SO
 Recipient Name: CLALLAM COUNTY SHERIFF'S OFFICE

SCOPE OF WORK

Task Number: | **Task Cost: \$92,058.00**

Task Title: Litter Pickup and Illegal Dump Cleanup

Task Description:

RECIPIENT may coordinate paid litter crews, correctional crews, supervisors, and maintenance staff to clean county and city roads, state roads/interchanges, and public areas. The litter crew is responsible for loading and transporting the litter and illegally dumped material to the transfer station for disposal, except in situations of excessive quantities and/or large items. In these situations, the RECIPIENT will coordinate with the Road Maintenance Supervisor or Crew Foreman for pick up and transport to a permitted solid waste facility. RECIPIENT will coordinate scheduled cleanup in partnership with the Washington State Department of Transportation (WSDOT) and Ecology Youth Corps (EYC) to avoid duplication of effort.

RECIPIENT will partner with the Public Works Roads Department to clean county roadways, which are a first priority for litter pickup. The RECIPIENT litter crew will target selected roadways and controlled areas by request and agreement with municipal, county, state, and federal agencies. The litter crew is comprised of four to five Clallam County Corrections Facility minimum and medium security level inmates who are supervised by an experienced Corrections Deputy. The litter crew may work a minimum of four days per week, six to eight hours per day. Actual work time varies depending on travel time, team preparation and safety, and security factors. The Deputy schedules and coordinates daily activities for the work crews in coordination with the Project Coordinator, Law Enforcement representatives, citizen reports, and other agency representatives.

RECIPIENT may promote, coordinate, and enlist the help of other volunteer, community and/or school groups. RECIPIENT may conduct outreach to recruit new partners and participants. RECIPIENT will provide training and safety materials to participants. Volunteers will collect litter and illegally dumped material and the RECIPIENT will dispose of it.

RECIPIENT or delegate is responsible for crew safety training and oversight of crewmembers. RECIPIENT will follow all applicable local or state road setup procedures while working on city, county, or state roads. RECIPIENT will provide appropriate Personal Protective Equipment (PPE) for all workers. PPE can include safety vests, gloves, eye protection, and other supplies or tools necessary to complete the work safely.

RECIPIENT may have WSDOT pick up collected litter on state roadways or take collected material to a permitted solid waste facility.

Community Investment:

This project has the support and approval of the local Solid Waste Advisory Committee.

- The RECIPIENT will provide the overall management, organization, corrections crews, transportation, and training.
- The RECIPIENT will provide all vehicle and related expenses to transport the corrections crew.
- The City of Port Angeles, being the owner/operator of the land fill/transfer station and agency partner, waives a majority of tipping fees.
- Local businesses contribute by providing boots, sweaters, hats, coats, gloves, socks and other supporting goods and services at cost, or substantially reduced rates.
- The Clallam County Roads Department assists in picking up large quantities of trash and dumpsite material and transporting to the landfill.

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Recipient Name: CLALLAM COUNTY SHERIFF'S OFFICE

- The Sheriff's Office investigates litter complaints and dump sites, writes citations and enforces litter and illegal dumping laws.

Task Goal Statement:

The goal is to clean litter and illegal dumpsites from public roadways, parks, and other public access areas within Clallam County. This program will help to discourage future littering and provides for the maintenance of clean, safe and healthy public areas and roadways in Clallam County.

Task Expected Outcome:

With the task budget, RECIPIENT expects:

- 12,000 Hours Worked
- 500 Miles Cleaned
- 200 Illegal Dumps Cleaned
- 25,000 Pounds of Litter Collected
- 80,000 Pounds of Illegal Dump Material Collected
- 1,000 Pounds of Material Recycled

Recipient Task Coordinator: Alicia Newhouse

Litter Pickup and Illegal Dump Cleanup**Deliverables**

Number	Description	Due Date
1.1	Task Expected Outcomes are the deliverables and achieved incrementally throughout the biennium.	

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SCOPE OF WORK

Task Number: 2 **Task Cost: \$70,000.00**

Task Title: Tools and Trucks

Task Description:

Purchased Items: RECIPIENT will purchase a Ford Transit Passenger Van with law enforcement package security upgrades to assist in litter pickup and or illegal dump cleanup activities.

Safety Expectations: RECIPIENT is responsible for providing safety training and operation instructions of purchased items and/or oversight to all individuals using them.

Maintenance and Use Expectations: As a term and condition of this purchase, RECIPIENT must maintain equipment according to manufacturer's instructions. RECIPIENT may/may not allow use of the item by other entities when the item is not needed for its intended purpose. If a fee is charged, the revenue from that fee must be itemized as a credit to the task in the same quarter it was generated.

Costs Eligible for Reimbursement

- Tools are tangible, personal property having a useful life of more than one year and an acquisition cost of less than \$5,000 per unit (such as signs, grapplers, portable toilets)
- Equipment is tangible, nonexpendable personal property having a useful life of more than one year and an acquisition cost of at least \$5,000 per unit (such as a truck, van, or trailer)

Costs Not Eligible for Reimbursement

- Supplies are tangible, personal property having a useful life of less than one year and costing less than \$5,000 per functional unit (such as gloves, bags)
- Administrative/overhead costs
- Costs not supported with required documentation

Task Goal Statement:

The goal of this task is to assist local litter control programs by paying for needed equipment and tools. It provides the opportunity for local programs to maintain their litter pickup and illegal dump cleanup efforts without decreasing their regular allocation.

Task Expected Outcome:

With the task budget, RECIPIENT expects to purchase the Ford Transit Passenger Van with law enforcement package security upgrades to assist in meeting the goals of the Community Litter Cleanup Program within its jurisdiction.

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Recipient Name: CLALLAM COUNTY SHERIFF'S OFFICE

Recipient Task Coordinator: Alicia Newhouse**Tools and Trucks****Deliverables**

Number	Description	Due Date
2.1	Task Expected Outcomes are the deliverables and achieved incrementally throughout the biennium.	

Funding Distribution EG230303

Funding Title:	Clallam Co SO	Funding Type:	Grant
Funding Effective Date:	07/01/2023	Funding Expiration Date:	06/30/2025
Funding Source:			

Funding Source %:	100%
Description:	044 WRRLCA

Approved Indirect Costs Rate:	Approved State Indirect Rate: 0%
Recipient Match %:	0%
InKind Interlocal Allowed:	No
InKind Other Allowed:	No
Is this Funding Distribution used to match a federal grant?	No

Clallam Co SO	Task Total
Litter Pickup and Illegal Dump Cleanup	\$ 92,058.00
Tools and Trucks	\$ 70,000.00

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Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Clallam Co SO	0.00 %	\$ 0.00	\$ 162,058.00	\$ 162,058.00
Total		\$ 0.00	\$ 162,058.00	\$ 162,058.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

Grant administrative costs are limited to 10 percent of grant approved expenditures, excluding Tools and Trucks. Administrative costs for Tools and Trucks are not allowed under this grant program.

RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial (including payment requests), performance, and other reports required by this Agreement. ECOLOGY shall have the right to deny reimbursement of payment requests received after this date.

ECOLOGY's Solid Waste Management program implements a reporting assessment policy for RECIPIENTs of grants administered through the Solid Waste Management program. The assessment determines the RECIPIENT's reporting level required throughout the Agreement term. If the RECIPIENT's performance or project circumstances change, ECOLOGY may reassess and notify the RECIPIENT of any changes to reporting requirements.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.

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4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use

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covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232 <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management (SAM) <https://sam.gov/SAM/> exclusion list.

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GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

06/24/2021 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
 - * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

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The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.

- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).

- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF 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 and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

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- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

State of Washington Department of Ecology
 Agreement No: SWMCLCP-2325-CICoSO-00107
 Project Title: Clallam Co SO
 Recipient Name: CLALLAM COUNTY SHERIFF'S OFFICE

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder. RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

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

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

State of Washington Department of Ecology
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27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

State of Washington Department of Ecology
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event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



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AGENDA ITEM SUMMARY JUL 17 2023

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

Department: Public Works

WORK SESSION ☒ **Meeting Date: 7/17/2023**

REGULAR AGENDA ☒ **Meeting Date: 7/25/2023**

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: Call for Bids |

Documents exempt from public disclosure attached: ☐

Executive summary:

The Public Works Department requests the BOCC call for bids for the repair & replacement of the sewer main & associated work in the Downtown Sekiu Area of the Clallam Bay/Sekiu UGA. This portion of the project includes approximately 3,849 ft of 8" diameter PVC sewer pipe, Fifty-five 6" side sewer stub-outs, 20 manholes, and other associated work.

The BOCC has reviewed this project as part of the overall Clallam Bay-Sekiu Sewer Repair & Replacement Project, a multi-year project to address inflow and infiltration that causes frequent overflows of the Sekiu and Clallam Bay Wastewater Treatment Plants.

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 funding for this project is part of the approved Clean Water State Revolving Fund package accepted by the BOCC in 2019. This portion of the project has been included in the 2023 budget for PW-Clallam Bay-Sekiu Sewer 41401.

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

Please call for bids.

County Official signature & print name: Joe Donisi, PE 

Name of Employee/Stakeholder attending meeting: Bonnie Laubach, Ron Garcelon

Relevant Departments: Public Works

Date submitted: 7/12/20203.

* 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)

AgendaItemSummary_SekiuDowntown_CallforBid
Revised: 3-04-2019

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

NOTICE OF INVITATION FOR BIDS

SEALED BIDS will be received by the Board of Clallam County Commissioners at 223 East Fourth Street, Room 150, Port Angeles, Washington until 10:00 a.m., Tuesday, **August 15th, 2023**, at which time they will be publicly opened and read aloud for:

Downtown Sekiu Sewer Main Replacement. The work includes sewer gravity main repair and replacement work, manhole replacement, and side sewer repair along Post Road(#18360, Mile Post 0.00 to 0.03), Rice Street(#18420, Mile Post 0.00 to 0.09), Division Street(#18480, Mile Post 0.00 to 0.05), Commercial Street(#18520, Mile Post 0.00 to 0.09), Washington Street(#91470A, Mile Post 0.28 to 0.40), Thomson Street, and Front Street(91470A, Mile Post 0.40 to 0.66), in Sekiu, WA, and other related work.

Complete plans and specifications may be obtained from the office of the Public Works Department, Courthouse, 223 E. 4th St., Ste. 6, Port Angeles, WA 98362, (360) 417-2319. Questions regarding this project may be directed to Bonnie Laubach at (360) 417-2311.

The sealed bids must be clearly marked on the outside of the envelope, "**BID PROPOSAL – Downtown Sekiu Sewer Main Replacement**". Address bid proposal to: Board of Clallam County Commissioners, 223 E. 4th St., Ste. 4, Port Angeles, WA 98362 or hand-deliver to 223 E. 4th St., Room 150, Port Angeles, Washington. Bid documents delivered to other offices and received late by the Commissioners' Office will not be considered nor will bids received by facsimile or e-mail.

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 and all bids and to waive informalities in the process or to accept the bid which in its estimation best serves the interests of Clallam County.

Clallam County in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 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.

The attached contract plans, these contract provisions and the Standard Specifications for the above-described project are hereby

APPROVED THIS _____ DAY OF _____, 20__.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Loni Gores, Clerk of the Board

Please Publish: Peninsula Daily News -
Seattle Daily Journal of Commerce -

July 28th, August 11th & August 4th
July 28th, August 11th & August 4th



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AGENDA ITEM SUMMARY

JUL 17 2023

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 7-17-23**

REGULAR AGENDA ☐ **Meeting Date:**

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Clallam County Fire Season Update:

Clallam County Fire Marshall George Bailey will attend the work session to update the Commissioners and the community on current fire conditions across the county, projections for the remainder of the summer and important information to keep in mind to help reduce our county's risk for a major wildfire.

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?)
Clallam County fire season update.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, George Bailey – Clallam County Fire Marshall

Relevant Departments: Board of Commissioners, Department of Community Development, Sheriff's Office

Date submitted: 7-11-23

* 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)

Fire season update 7-17-23
Revised: 3-04-2019



a

AGENDA ITEM SUMMARY

JUL 17 2023

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

Department: HR/BOCC

WORK SESSION ☒ **Meeting Date: 7-17-23**

REGULAR AGENDA ☒ **Meeting Date: 7-25-23**

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # <u>100241.23.002</u> | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☒

Executive summary:

In the long-awaited restructuring process of decoupling the dual roles of County Administrator and Human Resources Director, Clallam County has completed the selection process in recreating the stand-alone Administrator position. Todd Mielke of Spokane, Washington has been selected by the Board to take that role with a tentative start date of August 1, 2023. As part of the hiring process, negotiations for compensation and benefits have been completed through Human Resources and a contract template has been created.

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?** ☐
See 2023 adopted Budget.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
The Board review and amend as appropriate the presented contract.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Human Resources

Relevant Departments: Board of Commissioners and Human Resources

Date submitted: 7-12-23

* 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

1. Clallam County desires to employ Todd Mielke ("Employee") as County Administrator with specified executive and administrative functions as assigned by the Board of County Commissioners.
2. Employee desires to accept such employment and acknowledges that Employee meets the job qualifications and has the capability to perform the duties of the position as described in the job classification and position description set forth as Attachment A to this Agreement.
3. The parties desire to enter into an agreement which provides an inducement for Employee to remain in employment, to establish a regular process for evaluating performance, and to provide a just means for ending the employment relationship at such time as Employee should become unable to discharge his duties due to some intervening event or condition, or because the County desires to otherwise end the employment relationship.
4. This Agreement elaborates upon and is to be construed as in addition to the Clallam County Charter and the Administrative Policies Section 200 (Personnel Policies) which govern employment relationships countywide. In the event of inconsistency, the terms of this Agreement shall be controlling. THEREFORE,

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

Name: Todd Mielke
Address: 8815 N River Rock Lane
Nine Mile Falls, WA 99026
Phone N^o: 509-220-2200

(Hereinafter called "Employee"). This Agreement is comprised of:

- ☒ Attachment A - Scope of Work
- ☒ Attachment B – Compensation
- ☒ Attachment C - General Conditions AND Fringe Benefits

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 1st day of August 2023, and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 28th day of July 20__.

IN WITNESS WHEREOF, the parties have executed this Agreement on this __ day of _____ 2023.

CONTRACTOR

BOARD OF CLALLAM COUNTY
COMMISSIONERS

Todd Mielke

Mark Ozias, Chair

Print Name: Todd Mielke

Title: County Administrator

Date: _____, 2023

ATTEST:

Loni Gores, MMC, Clerk of the Board

Originals: BOCC
 Vendor
 Initiating Department

Copies: 3

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

As modified in July 2023, by Chief DPA, Dee Boughton

SCOPE OF WORK

The County shall employ Employee as County Administrator, to perform assigned executive and administrative functions by the Board of County Commissioners, whether by job description or otherwise. Employee reports to and is subject to the supervision by the Board of County Commissioners.

The parties recognize that Employee must devote a great deal of time outside of normal courthouse hours to the accomplishment of job duties periodically as required. The Employee is entitled to take management time off to such an extent as the Employee deems necessary and proper during business hours, and otherwise, provided time off taken does not interfere unduly with the performance of Employee's duties.

The Employee will remain in the exclusive employ of the County and shall not become employed by any other governmental employer. As used in this paragraph, the term "employed" shall not be construed to prevent occasional teaching, writing, or consulting work unrelated to the work of County Administrator for Clallam County, or employment which does not interfere with the Employee's ability to effectively discharge assigned duties and responsibilities, or any activity engaged in with the prior written approval of the Board of Commissioners.

This Scope of Work will periodically be reviewed by the Board of County Commissioners, who shall identify the County's goals, priorities, and concerns to the Employer through either informal discussions or by more formal means.

COMPENSATION

Salary: Employee is a salaried employee placed at Range 100, Step 7 of the 9-step Clallam County Pay Schedule. Commencing upon the date of August 1st, 2023, the County agrees to pay Employee in installments at the same times as County employees are paid. Step increases within the assigned pay range will be awarded, based on satisfactory performance, annually until the top of the assigned range is reached. Step raises are effective on the first day of the month following Employee's employment anniversary date.

Cost of Living Increases: The County agrees to adjust Employee's annual salary with a cost-of-living increase in accordance with increases to the 9-step pay scale negotiated by the Management Professional bargaining unit (1619MP).

Automobile Allowance, Travel Reimbursement, and Equipment: Employee shall receive an allowance for automobile use in an amount set annually in accordance with County Administrative Policy. The automobile allowance is intended as total reimbursement for business travel within Clallam County. Additionally, Employee shall be entitled to reimbursement for business related automobile and travel expenses incurred on behalf of the County and outside the boundaries of Clallam County, pursuant to the County's Administrative Policies. Commuting to and from work is not considered County business travel. The County shall provide a cellular telephone for County business use, a digital pager, or reimbursement for equipment reasonably requested. Their use shall be in accordance with County Administrative Policies.

General Expenses: The County shall reimburse Employee for expenses of a non-personal and generally job-related nature which are incurred, upon receipt of expense vouchers, receipts, statements, or personally written justification requests, subject to County Policies. The Employee is authorized to expend County funds in the execution of County business and in representing the County at conferences and otherwise, to purchase materials for recognition of employees or volunteers, and to incur travel and lodging expenses in accordance with County policy in the conduct of County business.

Dues and Subscriptions: The County will reimburse the Employee for professional dues and subscriptions appropriate for the Employee's full participation in associations and organizations necessary and desirable for professional participation, growth and advancement, and to improve Employee's performance of duties as County Administrator.

Professional Development: In accordance with County policy, the County shall budget and pay registration, travel and subsistence expenses of the Employee for professional and official travel, meetings, and occasions deemed necessary or desirable to continue the professional development of the Employee and to pursue official functions of the County.

Fringe Benefits: To ensure competitive recruitment and retain quality executive management employees, the County provides a benefit package, reasonable from a cost standpoint, and designed to achieve the goals and objectives of the County. Employee shall receive the fringe benefits described and listed in Attachment D, attached to this Agreement.

Retirement Benefits as follows:

- a. PERS Retirement: The County agrees that Employee's total compensation shall include PERS 1, PERS 2, or PERS 3 retirement as appropriate.
- b. IRC 457 and 401(a) Deferred Compensation: In addition to the state mandated retirement system, department heads may elect to participate in the County's IRC Section 457 and 401(a) plan(s). In the event Employee elects to participate, the county will contribute Five Percent (5%) of Employee's base salary into the 401(a) plan designated by Employee.
- c. Social Security: The County participates in the federally mandated Social Security program and shall make contributions on behalf of Employee.

GENERAL CONDITIONS

1. **Scope of Employee's Services:** The Employee agrees to provide to the County services and any materials set forth in the project narrative identified as Attachment A during the agreement period.
2. **Accounting and Payment for Employee Services:** Payment to the Employee for services rendered under this Agreement shall be as set forth in Attachment B.
3. **Employee:** The Employee shall provide the services listed in Attachment A, entitled "Scope of Services." The Employee shall be considered an employee of Clallam County for purposes of federal, state, and local law.
4. **No Guarantee of Employment:** Nothing in this Agreement shall grant the Employee a property right in the position or any renewals of this Agreement, nor prevent, limit, or otherwise interfere with the right of the County to terminate the services of the Employee at any time, with or without cause, subject only to the provisions of this Agreement pertaining to termination and severance pay.
5. **Regulations and Requirements:** This Agreement shall be subject to all federal, state, and local laws, rules, and regulations.
6. **Modifications:** Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
7. **Termination For Cause:** This Agreement may be terminated immediately in the sole discretion of the County Commissioners upon the determination that cause in support of termination exists, including but not limited to:
 - (i) If Employee willfully and continuously fails or refuses to comply with the policies, standards and regulations of the County as are established periodically;
 - (ii) If Employee commits fraud, dishonesty, misappropriation of funds, embezzlement, or other crime or act of misconduct in rendering services on behalf of the County;
 - (iii) The Employee fails or refuses or is unable to perform faithfully, diligently, and competently any of the duties of his/her position as set forth in the job description and as assigned periodically and reasonably.

It is agreed that the standards of performance, conduct, and competence for the Employee are quantitatively and qualitatively different (higher) than the standards by which some of Employee's subordinates may be judged. Factual determinations made related to performance and conduct are reserved to the County Commissioners.

The determination of cause for termination may be appealed by the Employee to the County's Hearings Examiner. The decision of the Hearings Examiner shall be final. The subject of any appeal shall be limited to the determination of cause for purposes of severance pay. To appeal,

the Employee must notify the Clerk of the Board, in writing, within 10 days of termination. The appeal shall be subject to the Hearing Examiners Rules of Procedure. By affording these procedural rights, the County does not intend to create or establish any substantive entitlements. Nothing herein shall be construed as granting an employee a property right in employment, a particular position, or any renewals of any applicable employment agreement, nor prevent, limit, or otherwise interfere with the right of the County to terminate employment relationships, at any time, with or without cause. The parties intend that the employment be "at will" and that the Agreement be interpreted and applied consistent with that intent.

8. Termination Without Cause: This Agreement may be terminated either by the County or the Employee for any reason whatsoever upon the giving of thirty (30) days' written notice to the other party.

9. Severance Upon Termination: If, after the effective date of this agreement, Employee is involuntarily terminated without cause by the County at such time as Employee is willing and able to perform assigned duties, or if the county reduces the salary or financial benefits of this contract the County agrees to pay Employee a lump sum severance pay equal to six months base salary. The maximum severance pay that may be paid under this agreement is six months.

If the Employee is terminated for cause, the County shall have no obligation to provide for or pay severance payment.

If the Employee chooses to terminate this agreement or voluntarily resigns, the County Commissioners shall have no obligation to provide for or pay severance payment.

10. Voluntary Resignation: If Employee voluntarily resigns from the County, then the Employee must give the County at least thirty (30) days' written notice in advance in order to resign in good standing. Severance pay is not applicable to voluntary resignation.

11. Venue and Choice of Law: If 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.

12. 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.

13. No Third-Party Beneficiaries: This agreement is intended for the benefit of only the County and Employee. This agreement does not confer any benefits, rights, or privileges upon any third party.

14. Standard of Care: The Employee 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 Employee currently practicing under similar circumstances. The Employee shall, without additional compensation, correct those services not meeting such a standard.

15. 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 Employee to the Clerk to the County Commission. Notice to the Employee for all purposes under this Agreement shall be given to the Employee at the address identified on the signature page.
16. 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.
17. 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.
18. Attorney Fees: In the event that litigation must be brought to enforce the terms of this agreement, each party shall be responsible for the attorney fees and costs it incurs.
19. Survival: Without being exclusive, Paragraphs 4, 6, 15, 17, 32, 33 and 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.
20. 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.

FRINGE BENEFITS

To ensure competitive recruitment and retain quality executive management employees, the County provides a benefit package, reasonable from a cost standpoint, and designed to achieve the goals and objectives of the County. Employee shall receive the following fringe benefits:

- a. Holidays: In accordance with statutes, fixed holidays shall be as listed in Clallam County's Personnel Policies and Procedures. In addition, Employee shall receive 4 floating holidays in each calendar year. Employee must be on the payroll a minimum of 180 days in order to receive floating holidays. Floating holidays may not be carried over into the next calendar year and shall not be subject to cash payment in the event of termination.
- b. Health Care Insurance: The County shall provide and pay for health care benefits for Employee and his/her dependents. The health care benefit plan shall consist of the benefit plan as provided to the County's non-represented employees.
- c. Life Insurance: The County shall provide and pay for \$100,000 term life insurance benefit to Employee.

- d. Long-term Disability Insurance: The County agrees that it shall provide long-term disability insurance for Employee, the same as and with the same cost sharing formula as that provided to non-represented employees.
- e. Wellness Program: The County shall provide a Wellness Program which is the same as provided to 1619MP employees.
- f. Vacation Leave: Employee shall receive vacation leave to be accrued and used within the guidelines below:
- (i) Vacation leave shall be accrued at the rate of thirty (25) days per calendar year, calculated at the rate of 16.666 (approximately) hours per month.
 - (ii) Maximum accumulation of leave shall be 1000 hours.
 - (iii) No more than thirty (30) days' vacation leave without prior approval of the Board of County Commissioners may be used during a calendar year; however, a minimum of ten (10) working days must be taken during a calendar year for vacation.
 - (iv) Leave may not be sold to the County for cash, except as allowed under the County's Personnel Policies.
 - (v) Upon commencement of employment with the County, the employee will be credited with two weeks (80 hours) of vacation leave to be part of and used for compensated time off at any point in time. This advance allotment is outside and in addition to normal accrual rates at 16.67 hours monthly.
- g. Sick Leave: Sick leave shall be provided for, accrued, used, and subject to payoff, in accordance with Clallam County's Personnel Policies.
- h. Relocation Expense: Employee will be provided a flat-rate of \$20,000 for relocation costs meant to cover transportation, moving expenses and an initial 3-months housing amount sufficient in making the transition to the Administrator position.



10

AGENDA ITEM SUMMARY

JUL 17 2023

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 7-17-23**

REGULAR AGENDA ☒ **Meeting Date: 7-25-23**

Item summary:

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

Executive summary:

ARTICLE VI – ADMINISTRATOR

Section 6.10: Administrator

The Commissioners shall appoint an Administrator, selected on the basis of his or her executive experience and professional administrative qualifications, to carry out the administrative responsibilities of the county. He or she need not, at the time employment commences, be a resident of the county or state. No member of the Board of County Commissioners shall, during the time for which he or she was elected, be chosen Administrator. The Commissioners shall, by ordinance, establish his or her contract or terms of employment, including compensation.

Todd Mielke of Spokane, Washington has been selected by the Board to take that role with a tentative start date of August 1, 2023.

Briefing and request to issue a notice to call for a hearing to approve an ordinance establishing an employment contract for the County Administrator.

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?** ☐
See 2023 adopted Budget.

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

Briefing and request to issue a notice to call for a hearing to approve an ordinance establishing an employment contract for the County Administrator.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Human Resources

Relevant Departments: Board of Commissioners and Human Resources

Date submitted: 7-12-23

* 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)

Administrator position ordinance 7-25-23

Revised: 3-04-2019

PUBLIC HEARING

Proposed Ordinance establishing an employment contract for the County Administrator

NOTICE: The Clallam County Board of Commissioners will conduct a public hearing on Tuesday, August 8, 2023 at 10:30 a.m., or as soon thereafter as possible in the Commissioners' Meeting Room of the Clallam County Courthouse, 223 East 4th Street, Room 160, Port Angeles, Washington. The public hearing is to consider the ordinance listed above. All proposed ordinances are available on the County website: <https://www.clallamcountywa.gov/228/Comment-on-Proposed-Ordinances-Policies>

Public comments are encouraged. Submit written comments to the address below before the hearing or present comments in person at the public hearing.

In compliance with the Americans with Disabilities Act, reasonable accommodations are available upon request. The facility is considered "barrier free" and accessible to those with physical disabilities.

PROPONENT: Clallam County Board of Commissioners
223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
Telephone: 360.417.2256

FORMAL IDENTIFICATION: An ordinance establishing an employment contract for the County Administrator

SECTION-BY-SECTION SUMMARY OF PROPOSED CHANGES:

An ordinance establishing an employment contract for the County Administrator

Publish: July 28, 2023
Bill: Board of Commissioners

Loni Gores, MMC, Clerk of the Board

Ordinance _____

An ordinance establishing an employment contract for the County Administrator

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

Section 1.

The Board of Clallam County Commissioners hereby enters into a contract establishing terms of employment for the Clallam County Administrator. The contract is attached as Exhibit A.

Section 2. Ordinance 963 is rescinded.

ADOPTED this _____ day of _____ 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, MMC, Clerk of the Board

Mike French

PERSONAL SERVICES AGREEMENT

1. Clallam County desires to employ Todd Mielke ("Employee") as County Administrator with specified executive and administrative functions as assigned by the Board of County Commissioners.
2. Employee desires to accept such employment and acknowledges that Employee meets the job qualifications and has the capability to perform the duties of the position as described in the job classification and position description set forth as Attachment A to this Agreement.
3. The parties desire to enter into an agreement which provides an inducement for Employee to remain in employment, to establish a regular process for evaluating performance, and to provide a just means for ending the employment relationship at such time as Employee should become unable to discharge his duties due to some intervening event or condition, or because the County desires to otherwise end the employment relationship.
4. This Agreement elaborates upon and is to be construed as in addition to the Clallam County Charter and the Administrative Policies Section 200 (Personnel Policies) which govern employment relationships countywide. In the event of inconsistency, the terms of this Agreement shall be controlling. THEREFORE,

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

Name: Todd Mielke
Address: 8815 N River Rock Lane
Nine Mile Falls, WA 99026
Phone No: 509-220-2200

(Hereinafter called "Employee"). This Agreement is comprised of:

- ☒ Attachment A - Scope of Work
- ☒ Attachment B – Compensation
- ☒ Attachment C - General Conditions AND Fringe Benefits

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 1st day of August 2023, and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 28th day of July 20__.

IN WITNESS WHEREOF, the parties have executed this Agreement on this __ day of _____ 2023.

CONTRACTOR

BOARD OF CLALLAM COUNTY
COMMISSIONERS

Todd Mielke

Mark Ozias, Chair

Print Name: Todd Mielke

Title: County Administrator

Date: _____, 2023

ATTEST:

Loni Gores, MMC, Clerk of the Board

Originals: BOCC
 Vendor
 Initiating Department

Copies: 3

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

As modified in July 2023, by Chief DPA, Dee Boughton

SCOPE OF WORK

The County shall employ Employee as County Administrator, to perform assigned executive and administrative functions by the Board of County Commissioners, whether by job description or otherwise. Employee reports to and is subject to the supervision by the Board of County Commissioners.

The parties recognize that Employee must devote a great deal of time outside of normal courthouse hours to the accomplishment of job duties periodically as required. The Employee is entitled to take management time off to such an extent as the Employee deems necessary and proper during business hours, and otherwise, provided time off taken does not interfere unduly with the performance of Employee's duties.

The Employee will remain in the exclusive employ of the County and shall not become employed by any other governmental employer. As used in this paragraph, the term "employed" shall not be construed to prevent occasional teaching, writing, or consulting work unrelated to the work of County Administrator for Clallam County, or employment which does not interfere with the Employee's ability to effectively discharge assigned duties and responsibilities, or any activity engaged in with the prior written approval of the Board of Commissioners.

This Scope of Work will periodically be reviewed by the Board of County Commissioners, who shall identify the County's goals, priorities, and concerns to the Employer through either informal discussions or by more formal means.

COMPENSATION

Salary: Employee is a salaried employee placed at Range 100, Step 7 of the 9-step Clallam County Pay Schedule. Commencing upon the date of August 1st, 2023, the County agrees to pay Employee in installments at the same times as County employees are paid. Step increases within the assigned pay range will be awarded, based on satisfactory performance, annually until the top of the assigned range is reached. Step raises are effective on the first day of the month following Employee's employment anniversary date.

Cost of Living Increases: The County agrees to adjust Employee's annual salary with a cost-of-living increase in accordance with increases to the 9-step pay scale negotiated by the Management Professional bargaining unit (1619MP).

Automobile Allowance, Travel Reimbursement, and Equipment: Employee shall receive an allowance for automobile use in an amount set annually in accordance with County Administrative Policy. The automobile allowance is intended as total reimbursement for business travel within Clallam County. Additionally, Employee shall be entitled to reimbursement for business related automobile and travel expenses incurred on behalf of the County and outside the boundaries of Clallam County, pursuant to the County's Administrative Policies. Commuting to and from work is not considered County business travel. The County shall provide a cellular telephone for County business use, a digital pager, or reimbursement for equipment reasonably requested. Their use shall be in accordance with County Administrative Policies.

General Expenses: The County shall reimburse Employee for expenses of a non-personal and generally job-related nature which are incurred, upon receipt of expense vouchers, receipts, statements, or personally written justification requests, subject to County Policies. The Employee is authorized to expend County funds in the execution of County business and in representing the County at conferences and otherwise, to purchase materials for recognition of employees or volunteers, and to incur travel and lodging expenses in accordance with County policy in the conduct of County business.

Dues and Subscriptions: The County will reimburse the Employee for professional dues and subscriptions appropriate for the Employee's full participation in associations and organizations necessary and desirable for professional participation, growth and advancement, and to improve Employee's performance of duties as County Administrator.

Professional Development: In accordance with County policy, the County shall budget and pay registration, travel and subsistence expenses of the Employee for professional and official travel, meetings, and occasions deemed necessary or desirable to continue the professional development of the Employee and to pursue official functions of the County.

Fringe Benefits: To ensure competitive recruitment and retain quality executive management employees, the County provides a benefit package, reasonable from a cost standpoint, and designed to achieve the goals and objectives of the County. Employee shall receive the fringe benefits described and listed in Attachment D, attached to this Agreement.

Retirement Benefits as follows:

- a. PERS Retirement: The County agrees that Employee's total compensation shall include PERS 1, PERS 2, or PERS 3 retirement as appropriate.
- b. IRC 457 and 401(a) Deferred Compensation: In addition to the state mandated retirement system, department heads may elect to participate in the County's IRC Section 457 and 401(a) plan(s). In the event Employee elects to participate, the county will contribute Five Percent (5%) of Employee's base salary into the 401(a) plan designated by Employee.
- c. Social Security: The County participates in the federally mandated Social Security program and shall make contributions on behalf of Employee.

GENERAL CONDITIONS

1. **Scope of Employee's Services:** The Employee agrees to provide to the County services and any materials set forth in the project narrative identified as Attachment A during the agreement period.
2. **Accounting and Payment for Employee Services:** Payment to the Employee for services rendered under this Agreement shall be as set forth in Attachment B.
3. **Employee:** The Employee shall provide the services listed in Attachment A, entitled "Scope of Services." The Employee shall be considered an employee of Clallam County for purposes of federal, state, and local law.
4. **No Guarantee of Employment:** Nothing in this Agreement shall grant the Employee a property right in the position or any renewals of this Agreement, nor prevent, limit, or otherwise interfere with the right of the County to terminate the services of the Employee at any time, with or without cause, subject only to the provisions of this Agreement pertaining to termination and severance pay.
5. **Regulations and Requirements:** This Agreement shall be subject to all federal, state, and local laws, rules, and regulations.
6. **Modifications:** Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
7. **Termination For Cause:** This Agreement may be terminated immediately in the sole discretion of the County Commissioners upon the determination that cause in support of termination exists, including but not limited to:
 - (i) If Employee willfully and continuously fails or refuses to comply with the policies, standards and regulations of the County as are established periodically;
 - (ii) If Employee commits fraud, dishonesty, misappropriation of funds, embezzlement, or other crime or act of misconduct in rendering services on behalf of the County;
 - (iii) The Employee fails or refuses or is unable to perform faithfully, diligently, and competently any of the duties of his/her position as set forth in the job description and as assigned periodically and reasonably.

It is agreed that the standards of performance, conduct, and competence for the Employee are quantitatively and qualitatively different (higher) than the standards by which some of Employee's subordinates may be judged. Factual determinations made related to performance and conduct are reserved to the County Commissioners.

The determination of cause for termination may be appealed by the Employee to the County's Hearings Examiner. The decision of the Hearings Examiner shall be final. The subject of any appeal shall be limited to the determination of cause for purposes of severance pay. To appeal, the Employee must

notify the Clerk of the Board, in writing, within 10 days of termination. The appeal shall be subject to the Hearing Examiners Rules of Procedure. By affording these procedural rights, the County does not intend to create or establish any substantive entitlements. Nothing herein shall be construed as granting an employee a property right in employment, a particular position, or any renewals of any applicable employment agreement, nor prevent, limit, or otherwise interfere with the right of the County to terminate employment relationships, at any time, with or without cause. The parties intend that the employment be "at will" and that the Agreement be interpreted and applied consistent with that intent.

8. Termination Without Cause: This Agreement may be terminated either by the County or the Employee for any reason whatsoever upon the giving of thirty (30) days' written notice to the other party.

9. Severance Upon Termination: If, after the effective date of this agreement, Employee is involuntarily terminated without cause by the County at such time as Employee is willing and able to perform assigned duties, or if the county reduces the salary or financial benefits of this contract the County agrees to pay Employee a lump sum severance pay equal to six months base salary. The maximum severance pay that may be paid under this agreement is six months.

If the Employee is terminated for cause, the County shall have no obligation to provide for or pay severance payment.

If the Employee chooses to terminate this agreement or voluntarily resigns, the County Commissioners shall have no obligation to provide for or pay severance payment.

10. Voluntary Resignation: If Employee voluntarily resigns from the County, then the Employee must give the County at least thirty (30) days' written notice in advance in order to resign in good standing. Severance pay is not applicable to voluntary resignation.

11. Venue and Choice of Law: If 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.

12. 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.

13. No Third-Party Beneficiaries: This agreement is intended for the benefit of only the County and Employee. This agreement does not confer any benefits, rights, or privileges upon any third party.

14. Standard of Care: The Employee 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 Employee currently practicing under similar circumstances. The Employee shall, without additional compensation, correct those services not meeting such a standard.

15. 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 Employee to the Clerk to the County Commission. Notice to the Employee for all purposes under this Agreement shall be given to the Employee at the address identified on the signature page.

16. 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.

17. 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.

18. Attorney Fees: In the event that litigation must be brought to enforce the terms of this agreement, each party shall be responsible for the attorney fees and costs it incurs.

19. Survival: Without being exclusive, Paragraphs 4, 6, 15, 17, 32, 33 and 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.

20. 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.

FRINGE BENEFITS

To ensure competitive recruitment and retain quality executive management employees, the County provides a benefit package, reasonable from a cost standpoint, and designed to achieve the goals and objectives of the County. Employee shall receive the following fringe benefits:

a. Holidays: In accordance with statutes, fixed holidays shall be as listed in Clallam County's Personnel Policies and Procedures. In addition, Employee shall receive 4 floating holidays in each calendar year. Employee must be on the payroll a minimum of 180 days in order to receive floating holidays. Floating holidays may not be carried over into the next calendar year and shall not be subject to cash payment in the event of termination.

b. Health Care Insurance: The County shall provide and pay for health care benefits for Employee and his/her dependents. The health care benefit plan shall consist of the benefit plan as provided to the County's non-represented employees.

c. Life Insurance: The County shall provide and pay for \$100,000 term life insurance benefit to Employee.

d. Long-term Disability Insurance: The County agrees that it shall provide long-term disability insurance for Employee, the same as and with the same cost sharing formula as that provided to non-represented employees.

e. Wellness Program: The County shall provide a Wellness Program which is the same as provided to 1619MP employees.

f. Vacation Leave: Employee shall receive vacation leave to be accrued and used within the guidelines below:

- (i) Vacation leave shall be accrued at the rate of thirty (25) days per calendar year, calculated at the rate of 16.666 (approximately) hours per month.
- (ii) Maximum accumulation of leave shall be 1000 hours.
- (iii) No more than thirty (30) days' vacation leave without prior approval of the Board of County Commissioners may be used during a calendar year; however, a minimum of ten (10) working days must be taken during a calendar year for vacation.
- (iv) Leave may not be sold to the County for cash, except as allowed under the County's Personnel Policies.
- (v) Upon commencement of employment with the County, the employee will be credited with two weeks (80 hours) of vacation leave to be part of and used for compensated time off at any point in time. This advance allotment is outside and in addition to normal accrual rates at 16.67 hours monthly.

g. Sick Leave: Sick leave shall be provided for, accrued, used, and subject to payoff, in accordance with Clallam County's Personnel Policies.

h. Relocation Expense: Employee will be provided a flat-rate of \$20,000 for relocation costs meant to cover transportation, moving expenses and an initial 3-months housing amount sufficient in making the transition to the Administrator position.



AGENDA ITEM SUMMARY

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

Department: Prosecuting Attorney's Office / Human Resources

WORK SESSION ☒ **Meeting Date:** 7-17-23

REGULAR AGENDA ☐ **Meeting Date:**

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 - Discussion |

Documents exempt from public disclosure attached: ☐

Executive summary:

Discussion regarding sign-on bonus increase for the Deputy Prosecuting Attorney positions.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
Funds being contemplated for use for the additional signing bonus amounts are already-budgeted within the Salaries & Wages line in this department's budget. There is YTD underspend due to the vacancies in these open positions.

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Human Resources and Prosecuting Attorney's Office

Relevant Departments: Board of Commissioners, Human Resources, Prosecuting Attorney's Office

Date submitted: 7-14-23

* 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

Joint
meeting
7/17/23@
1:30pm

JUL 17 2023

CLALLAM COUNTY SPECIAL MEETING PARTICIPATION

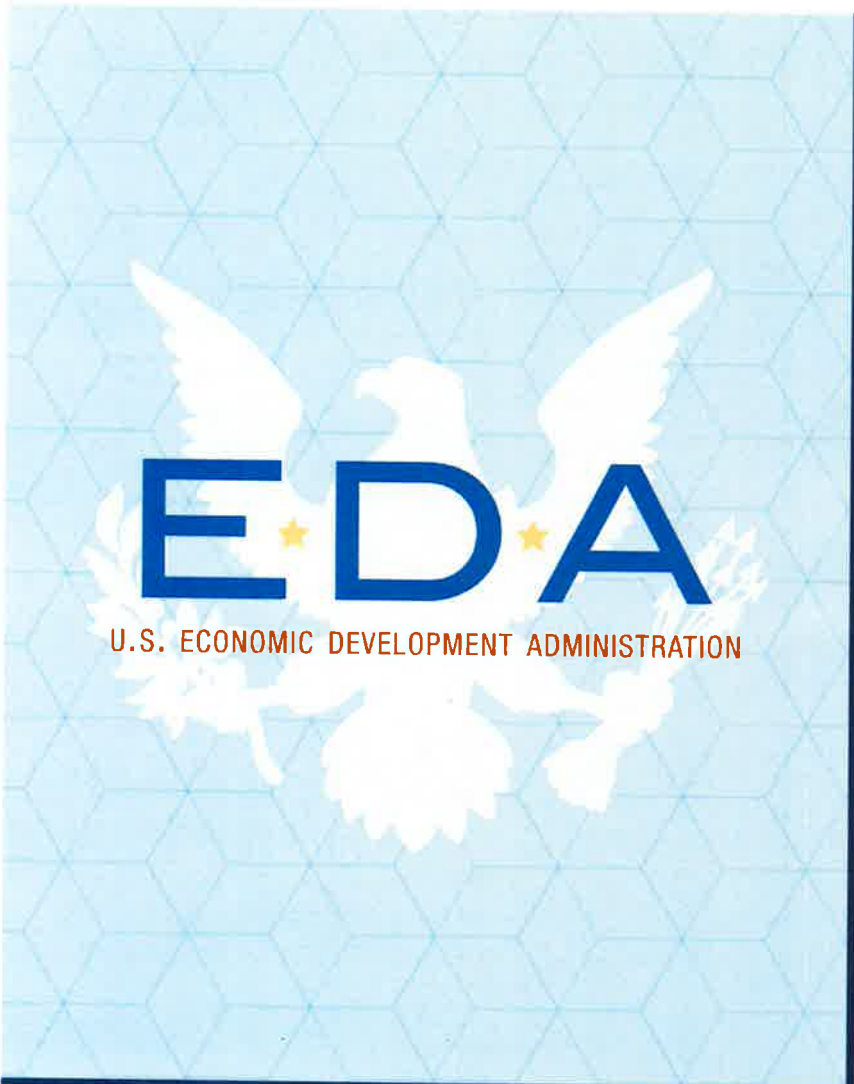
The Board of Clallam County Commissioners and Jefferson County Commissioners will be holding a Special Joint Meeting regarding a regional Recompete application on Monday, July 17, 2023 at 1:30 p.m. Jefferson County Commissioners will be hosting the meeting at 1820 Jefferson Street, Port Townsend, WA. This meeting will also be held virtually on Zoom. Clallam County Board of Commissioners will be appearing virtually by Zoom in the Commissioners Board, 223 East 4th Street, Port Angeles, Room 160. The public can participate by joining the meeting in the board room or virtually on Zoom.

We plan to highlight the general areas of interest and focus that are most important to each county, as well as discussing the process we will use to shape and prepare a regional application in time for the October deadline.

Zoom call information:

- | |
|--|
| <ul style="list-style-type: none">• Zoom Meeting: https://zoom.us/j/93777841705
This option will allow you to join the meeting live. You will need to enter an email address. If you wish to provide public comment, click on the hand icon at the bottom of the screen to "raise your hand." Participation will be up to the Chair and Clerk |
| <ul style="list-style-type: none">• Audio-only: Dial: 1-253-215-8782 and use Webinar ID: 937-7784-1705#
This option will allow you to listen to the meeting live. If you wish to provide public comment, press *9 to "raise your hand." Participation will be up to the Chair and Clerk
Access for the hearing impaired can be accommodated using Washington Relay Service at 1-800-833-6384. If you need special accommodations, please contact our office 24 hours in advance. |
| <ul style="list-style-type: none">• Websites:
Clallam County - https://www.clallamcountywa.gov/669/Live-Archived-Meetings-Online. This option will allow you to watch the meeting live streaming on Granicus, with no participation.
Jefferson County - www.co.jefferson.wa.us Follow the links under "Quick links," "Videos of Meetings," and click on "Today." This option will allow you to watch the meeting live streaming, with no participation. |
| <ul style="list-style-type: none">• In-person: You are welcome to join this meeting in-person at either 223 East 4th Street, Room 160, Port Angeles or 1820 Jefferson Street, Port Townsend |

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



Recompete Pilot Program

Phase 1 Program Overview
June 2023

Agenda

- Program Vision
- Eligibility Criteria
- Program Structure

Recompete Pilot Program Vision

The Recompete Pilot Program will invest \$200 million in distressed communities across the country. The program targets areas where prime-age (25-54 years) employment significantly trails the national average.

The funding – deployed through a two-phase competition – will provide communities both strategy development planning grants and large, flexible, implementation awards.

Recompete Pilot Program Principles

Create, and connect people to, good jobs

Invest in programs and organizations that have a clear understanding of local conditions and pathways to create and connect people with good jobs

Place-based regional development

Local community leaders — public, private, civic, and labor — are best positioned to build their own economic future; meet communities where they are by providing a full array of investments, projects, and tools

Focus on communities that have for too long been forgotten

E.g., areas where prominent industries have declined or disappeared, that were physically separated by highway construction, or that have endured decades of disinvestment

Equity and geographic diversity

EDA's longstanding mission is to ensure that all communities have a path to economic prosperity — benefits of the program will be shared equitably and across diverse geographies



U.S. Economic Development Administration
A bureau of the U.S. Department of Commerce



Appropriation vs. Authorization

What we've been appropriated
(i.e., the funding EDA can
deploy for the Recompete
Pilot Program)

\$200 million

The program's authorization
level (i.e., the current
maximum funding ***over the
full life of the program***)

\$1 billion

Agenda

- Program Goals
- Eligibility Criteria
- Program Structure

Eligibility Criteria – Recipient Type

- Political subdivision of a state
- Tribal government
- U.S. territory
- District of Columbia
- Nonprofit organization working in cooperation with a political subdivision of a state
- Economic Development District
- Consortium of any of the above

No specific type of eligible entity is any more or less competitive than other types of eligible entities – some applicants may choose to submit as one entity while others may be a coalition.

Eligibility Criteria – Eligible Area (1/3)

- Recompete Pilot Program investments must be located in an Eligible Area, as determined by PAEG and other statutory requirements
- Applicants should use the **Recompete Eligibility Mapping Tool (Mapping Tool)** to identify these
- <https://disgeoportal.egs.anl.gov/Recompete/>



Eligibility Criteria – Eligible Area (2/3)

- The shaded regions on the map represent **Eligible Service Areas** for the Recompete Pilot Program
- **“Service Area”** is defined as the specific area(s) that an applicant chooses to focus their proposed interventions on:
 - Will **directly benefit** through the Recompete Pilot Program, if the applicant is awarded
 - Must be located **within** an eligible area on the map
 - May **cover all or a subset** of the relevant eligible area

Note that in this competition, EDA is targeting geographies where a high prime-age employment gap exists because meaningful employment is not available and/or barriers keep people out of the workforce, not places where demographic trends lead to high PAEG (e.g., high numbers of financially secure early retirees or people pursuing higher education).

Eligibility Criteria – Eligible Area (3/3)

The Mapping Tool shows two types of eligible geographic areas. **Note that no specific type is any more or less competitive than others** (i.e., Local Labor Markets vs. Local Communities).

1. Local Labor Market (LLM)

In **Yellow/Green** on the map

Fully eligible (PAEG at least 2.5%):

- **Metropolitan Statistical Areas**
- **Micropolitan Statistical Areas**
- **Commuting Zones**
- **Tribal lands**

**All Tribal lands and Pacific Ocean Territories are eligible*

2. Local Community (LC)

An area served by a general-purpose unit of **local government (e.g., counties, municipalities)** located within, but not fully covering, an ineligible LLM and either:

- **In Dark Blue:** The **entire area** served by the unit of local government is eligible; OR
- **In Light Blue:** A **subset of Census tracts within the area** is eligible, but the full area served by the unit of local government is not. In this instance, the applicant's service area must be contained within the identified Census tracts.

Why Local "Communities" and "Labor Markets"?

Different communities need different investments to address joblessness. The local community and labor markets eligibility is meant to ensure the Recompete program addresses different local workforce needs.

1. Local Labor Market

- One or more counties that account for most daily commutes by workers.
- Often a lack of good jobs across the entire region, creating the need **to create jobs**.

2. Local Community

- A smaller area—neighborhood, city, county, etc.—within a larger labor market that is doing relatively well overall.
- Residents within the eligible lack access to good jobs in the broader region, creating the need to **connect workers to jobs**.

The LC/LLM distinction is a general typology; each community has its own needs and should create their own strategy and investment portfolio based on those unique needs.

Recompete Plans: Sample Implementation Projects

EDA expects Implementation Grants will fund two general economic development intervention approaches (or a mix of both). **To address a high PAEG, regions might:**

1. Create Jobs, for example:

- **Critical enabling infrastructure** (e.g., brownfield redevelopment, workforce training centers near workers)
- **Anchor institution partnerships** (e.g., anchor firms, ports, community colleges, universities)
- **Sector-specific support and training for high-demand local sectors and jobs** (e.g., a sectoral partnership)
- **Remote worker training and connection programs** (e.g., with employers outside a labor market)
- **Wraparound or supportive services** (e.g., child/long-term care, onsite health services, transport assistance)
- **Economic development capacity and leadership** (e.g., governance)

2. Connect Workers to Jobs, for example:

- **Sector-specific workforce training** (e.g., a sectoral partnership, Registered Apprenticeship/pre-apprenticeship, community college programs)
- **Consistent and reliable transportation**, usually by providing access to existing transport
- **Wraparound or supportive services** (e.g., child/long-term care, onsite health services, transport assistance)
- **Other active labor market support** (e.g., community mentorship programs, job search assistance, post-placement success coaching)
- **Economic development capacity and leadership** (e.g., governance)

Agenda

- Program Goals
- Eligibility Criteria
- Program Structure
 - Strategy Development Grants
 - Recompete Plan Approval
 - Application Requirements for All Applicants

Program Structure – Two-Phase Competition

	Application options	Total awarded
Phase 1 Jun 29 – Oct 5 at 11:59 pm ET	(1) Strategy Development Grant Only (each \$250-500K, up to \$750K rarely) (2) Recompete Plan Approval Only (no \$, but invited to apply for Phase 2) (3) Both (Strat. Dev. funding <u>and</u> invited to apply for Phase 2)	\$6-12M total awarded in Strategy Development Grants and 20+ Recompete Plans approved across all Phase 1 applicants
Phase 2 Launch this winter	Implementation investment proposal consisting of 3-8 complementary projects per region (total investment on average \$20-50M, per region)	4-8 regions awarded (out of 20+ Finalists)

All applicants receiving Strat. Dev. Grants and / or Recompete Plan approval in Phase 1 will also receive additional technical assistance from EDA, in the period between Phase 1 and the Phase 2 NOFO deadline.

Program Structure – Phase 1 Application Options

Apply for (1) a Strategy Development Grant, (2) Recompete Plan Approval, or (3) both

(1) Strategy Development Grant Only

“Our region has relevant ideas, leaders, and/or assets, but we need to do significantly more coordination and planning to be ready for Implementation funding. We do not wish to apply for Implementation funding under the upcoming Phase 2 NOFO.”

(2) Recompete Plan Approval Only

“Our region is ready to apply for Implementation funding and does not need additional resources to put together a strong Phase 2 application.”

(3) Both Strat. Dev. Grant & Recompete Plan Approval

“Our region has an understanding of how to address low prime age employment and is close to being ready to apply for Implementation funding. Additional resources would strengthen our coordination, planning, and Phase 2 application development.”

Strategy Development Grants

Definition: Funding to support a region's ability to further develop a Recompete Plan and carry out related predevelopment activities

Each \$250-500K and up to \$750K in rare circumstances; in Phase 1, ~\$6-12M total to be funded

Evaluation criteria:

1. Regional conditions assessment and preliminary idea of the assets and potential interventions needed (15 points);
2. Potential of proposed Strategy Development activities (15 points);
3. Organizational and leadership capacity (15 points); and
4. Efficient and appropriate project budget (15 points)

Recompete Plans

Definition: A multi-year plan for reducing the region's Prime Age Employment Gap

No funding associated, however applicants need an approved Recompete Plan to apply for implementation funding in Phase 2

Evaluation criteria:

1. Understanding of regional conditions and needs (15 points);
2. Strength of strategy and quality of potential investments (15 points);
3. Equity, inclusivity, and diversity (15 points);
4. Regional assets (9 points);
5. Targeted geographic approach (9 points); and
6. Partnerships and potential commitments (9 points)

Regional conditions and needs (15 points)

- How does persistent economic distress show up in your community, based on the PAEG and other qualitative / quantitative data?
- What conditions are contributing to your region's economic distress?
- What barriers to economic growth exist, especially those tied to the PAEG? Which of these are addressable?
- What are the different targeted populations in your service area, and how do your answers to the above change for any of these groups?

Strategy and potential investments (15 points)

- What interventions are needed to address your region's persistent economic distress, based on your regional conditions and needs? Please identify 3-8 (preliminary) proposed projects.*
- Why did you prioritize these interventions for Recompete funding? In other words, why EDA funding, and why now?
- What research, experience, or other information informed your proposed interventions and their potential impact?

*Applicants may also use the “**High-Level Recompete Plan Budget Narrative**” template provided on the EDA website to articulate 3-8 proposed projects (does not count towards page limit).

Equity, inclusivity, and diversity (15 points)

- How will benefits be shared equitably across all affected populations in the identified service area?
- How were underserved communities engaged in building this application and the Recompete Plan? How does your leadership team reflect diversity and inclusion?
- Are there organizations, stakeholders, or populations to engage that previously have not been involved in regional economic development efforts?
- What are your equity goals and how will you hold your team accountable to them?

Regional assets (9 points)

- What regional assets – industries, leadership & partnerships natural assets, built infrastructure, educational institutions, and others – could contribute to your Recompete efforts?
- How do you plan on using these assets to alleviate persistent economic distress?
- Conversely, how might implementation funding further unlock the potential of your regional assets?

Targeted geographic approach (9 points)

- What is the specific service area that will benefit from Recompete funding, and why was it selected?*
- What types of impact will Recompete funding have on the service area over the next 5 years? Over the next 10?
- Specifically, what types of jobs do you anticipate creating or placing people into, based on your knowledge of the service area and economic trends?
- How will you ensure economic benefits are accrued to the service area over time? How will they be retained?

*Applicants may also use the “**Eligible / Service Area List Template**” provided on the EDA website to describe the service area of focus (does not count towards page limit).

Partnerships and potential commitments (9 points)

- Which regional partners – community-based organizations, local government, state actors, philanthropies, private sector, unions, and others – are critical to the Recompete effort? Why are they uniquely situated to support this work?
- What types of potential commitments from them would move the needle on persistent economic distress in your region, based on your regional conditions and needs? *Recall – commitments can be both financial but also policy/practice-related or other types of contributions.*
- How are you designing partnerships such that they last through (and beyond) the duration of the grant?
- What potential resources can be leveraged?

What is the Recompete Plan Coordinator (RPC)?

EDA believes local champions and change agents are essential; investments are only successful with the right leadership, including that which reflects the diverse populations they serve.

The RPC role is meant to coordinate across relevant entities to help ensure successful Recompete Plan implementation.

For Phase 1, all applicants should provide a strategy for identifying the right leadership team for their community – it is not expected that applicants at this stage have identified an RPC. Having an RPC or a plan to hire one will be a requirement for Phase 2.

Specific role obligations can and should vary based on regional assets and needs – sample thought starters include:

- Lead the development of regional priorities as related to Recompete
- Catalyze strong, lasting partnerships across the region – both building on existing partnerships and forging new ones
- If awarded implementation funding, oversee overall project progress, ensuring all efforts move forward in coordination with each other
- Identify follow-on funding strategies and opportunities to support long-term sustainability

A final note on Potential Commitments

EDA's investments are most effective when combined with **local action** to change or reform policies, practices, and outcomes making it harder for people to access work.

Successful Phase 2 awardees will have **credible, specific, and timely commitments** to making such changes in their communities.

Commitments should be:

- **Driven by community needs:** Commitments should reflect a clear sense of the relevant stakeholders necessary for success
- **Bold and creative:** The Recompete Pilot Program is intended to allow maximum flexibility; applicants should think innovatively about the types of commitments their communities need
- **Quality over quantity:** EDA considers quality of commitments more than sheer volume

In Phase 1, applicants should begin thinking about commitments, though **fully developed and agreed upon commitments are not expected until Phase 2.**

For more best practices and examples, please keep an eye on EDA's Recompete website for additional resources coming soon.

Interested in applying?

- ☐ **Read the Notice of Funding Opportunity (NOFO)**
- ☐ **Explore the [Mapping Tool](#) for geographic eligibility**
- ☐ **Access [additional supporting materials](#) on the EDA Recompete Pilot Program website, such as:**
 - ☐ Frequently Asked Questions
 - ☐ Supplemental Guides (e.g., Menu of Community Commitments)
 - ☐ Application Templates (e.g., Application Checklist)
- ☐ **Stay tuned for an [Application Walkthrough Webinar](#) later this summer**
- ☐ **Sign up for EDA's Communications to stay up to date**

Questions?

Reach out to the Recompete Program Office at Recompete@eda.gov

Visit the Recompete Pilot Program website at
<https://www.eda.gov/funding/programs/recompete-pilot-program>

[Sign up for the EDA newsletter](#) and follow us on social media:





AGENDA

Jefferson County Board of Commissioners

Regular Meeting Monday – July 17, 2023 at 9:00 a.m.

This is a Hybrid meeting: Virtual and In-Person Attendance at
Jefferson County Courthouse – Commissioners’ Chambers
1820 Jefferson Street, Port Townsend, WA

Kate Dean, District 1 | Heidi Eisenhour, District 2 | Greg Brotherton, District 3 – Chair

To view Agenda items, meeting materials and comments received, click here: www.co.jefferson.wa.us –
Services – Laserfiche Web Portal – Board of County Commissioners – BOCC Agenda Packets – 2023
Weekly Agenda Items – Month of the meeting – Day of the meeting

You can join this meeting by using the following methods:

• Zoom Meeting: https://zoom.us/j/93777841705 This option will allow you to join the meeting live. You will need to enter an email address. If you wish to provide public comment, click on the hand icon at the bottom of the screen to “raise your hand.” Participation will be up to the Chair and Clerk
• Audio-only: Dial: 1-253-215-8782 and use Webinar ID: 937-7784-1705# This option will allow you to listen to the meeting live. If you wish to provide public comment, press *9 to “raise your hand.” Participation will be up to the Chair and Clerk Access for the hearing impaired can be accommodated using Washington Relay Service at 1-800-833-6384. <u>If you need special accommodations, please contact our office 24 hours in advance.</u>
• Website: www.co.jefferson.wa.us Follow the links under “Quick links,” “Videos of Meetings,” and click on “Today.” This option will allow you to watch the meeting live-streaming, with no participation.
• In-person: You are welcome to join this meeting in-person.

In the event of technical difficulties, at least one of the methods above will be accessible to the public. Please try all methods first before calling 360-385-9100 to report any issues.

Individuals may provide Public Comment using the following methods:

- Video: Refer to meeting instructions above
- Audio-only: Refer to meeting instructions above
- Email: You may submit comments/correspondence to us at: jeffbocc@co.jefferson.wa.us up through 11:59 p.m. the day before the meeting.

Public Comment Periods are dedicated to listening to the public. Each person may address the Board one time during these periods. To ensure equal opportunity for the public to comment, all comments shall be limited to 2 or 3 minutes per person, depending on the volume of public in attendance. Some Agenda items may have additional Public Comment Periods – these comment periods are for listening to comments specific to that Agenda item. The Chair may add additional Public Comment Periods throughout the meeting.

9:00 a.m. **CALL TO ORDER**
9:01 a.m. **PUBLIC COMMENT PERIOD – ALL TOPICS**

No set time **APPROVAL AND ADOPTION OF THE CONSENT AGENDA:**

(Items listed below have been distributed to the Commissioners in advance for study and will be enacted by one motion. If separate discussion is desired on an item, that item may be removed from the Consent Agenda and placed on the Regular Agenda, at a specific time, at the request of any of the Commissioners.)

1. **AGREEMENT** re: Training and Consulting Services to those with Intellectual /Developmental Disabilities; In the Amount of \$15,000; Public Health; Wise
2. **AGREEMENT; Amendment No. 1** re: Community Development Block Grant (CDBG); Additional Amount of \$108,000, for a total of \$211,000; Auditor's Office; OlyCAP
3. **AGREEMENT; Amendment No. 2** re: Breast, Cervical and Colon Health Program; In the Amount of \$1,000; Public Health; Public Health of Seattle and King County
4. **Payment of Jefferson County Vouchers/Warrants** Dated June 26, 2023 Totaling \$374,047.01 and July 10, 2023 Totaling \$1,279,717.94

REGULAR AGENDA:

No set time **COMMISSIONERS BRIEFING SESSION**

Greg Brotherton, Chair, Commissioner District 3
Heidi Eisenhour, Commissioner District 2
Kate Dean, Commissioner District 1

9:45 a.m. **HEARING** re: 2023 Second Quarter Budget Appropriations/Extensions;
Various County Departments

Mark McCauley, County Administrator
Judy Shepherd, Finance Manager

No set time **DISCUSSION and POTENTIAL ACTION** re: **RESOLUTION NO.**
_____ re: Establishing Objectives and Procedures for the 2023 County
Budget

Mark McCauley, County Administrator
Judy Shepherd, Finance Manager

10:30 a.m. to 11:00 a.m. **EXECUTIVE SESSION** with the County Administrator and Chief
Civil Deputy Prosecuting Attorney, and Human Resources Director re:
Potential Litigation; Exemption as Outlined in the Open Public Meetings
Act, RCW 42.30.110(1)(i)

DISCUSSION, POTENTIAL ACTION with PUBLIC COMMENT
re: TOPIC OF THE EXECUTIVE SESSION

No set time

DISCUSSION and POTENTIAL ACTION re: County Distribution Percentages and Payment Method for Secure Rural School (SRS) Monies

Mark McCauley, County Administrator

RECESS

AFTERNOON SESSION

1:30 p.m.

DISCUSSION and POTENTIAL ACTION re: Regional Organization for Recompete Grant Application

Mark Ozias, Clallam County Commissioner District 1, Chair
Randy Johnson, Clallam County Commissioner, District 2
Mike French, Clallam County Commissioner, District 3

2:30 p.m. to 4:30 p.m. **DISCUSSION and POTENTIAL ACTION** re: Draft Strategic Plan

Mark McCauley, County Administrator
Michelle Kennedy, Berry and Dunn Manager
Renee Bryant, Berry and Dunn Associate

ADDITIONAL DISCUSSION ITEMS

NOTICE OF ADJOURNMENT

COMMISSIONERS MEETING SCHEDULE
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The Week of July 17, 2023

A snapshot of the meetings the Commissioners will be attending this week are notated below. If you would like to get more information on these meetings, please contact the Commissioners' Office at 360-385-9100 or send us an email at: jeffbocc@co.jefferson.wa.us

Monday, July 17, 2023

09:00 a.m. BOCC Meeting - Hybrid (Board)
12:00 p.m. BOCC Special Meeting - WSAC Virtual Assembly (Board)

Tuesday, July 18, 2023

All Day Out of Office – (Kate)
12:15 p.m. Quilcene Food Bank Planning Committee Meeting – Virtual (Greg)
1:30 p.m. Jefferson Transit Authority Board Meeting – Hybrid (Board)
5:30 p.m. Marine Resources Committee Meeting - Virtual (Heidi)

Agenda: July 17, 2023

Wednesday, July 19, 2023

All Day Out of Office – (Kate)
10:00 a.m. The Anti-Racist Literacy Workshop – Virtual (Greg)
1:00 p.m. Trust Land Transfer Meeting – Virtual (Heidi)
6:00 p.m. BOCC Special Meeting; Community Outreach-Hybrid, Tri-Area Center (Board)

Thursday, July 20, 2023

All Day NACo Annual Conference – Travis County, Texas (Heidi)
All Day Out of Office – (Kate)
2:30 p.m. Jefferson County Board of Health Meeting – Hybrid, Courthouse (Board)
7:00 p.m. American Legion Board Meeting – Port Townsend AL (Greg)

Friday, July 21, 2023

All Day NACo Annual Conference – Travis County, Texas (Heidi)
10:00 a.m. Olympic Coast National Marine Sanctuary Advisory Council Meeting – Hybrid (Kate)
11:30 am Jefferson County Coordination Meeting with Elected Officials – Hybrid (Board)
The County has various Boards and Committees that are subject to the Open Public Meetings Act (OPMA). Agendas for those meetings will be posted to the Jefferson County website calendar 24 hours prior to the start of the meeting. The Agendas will contain information on how to provide public comment, meeting access, and meeting materials (if available).

For more information, go to: www.co.jefferson.wa.us – Services – Laserfiche Web Portal – Board of Commissioners – Boards & Committees or click on the Calendar tab on the home page of the website.

COMMISSIONERS MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON THIS AGENDA.

Americans with Disabilities Act (ADA) Accommodations Provided Upon Request

7/13/23

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO: Jefferson County Board of Commissioners
FROM: Kate Dean, Commissioner
DATE: July 12, 2023
SUBJECT: Recompete grant application meeting with Clallam BOCC

STATEMENT OF ISSUE: As part of the Chips and Science Act, Congress approved a new grant program, called Recompete, to fund rural and economically distressed communities to plan for and implement programs that will increase participation in the workforce by prime-age employees, aged 25-54. More information on the Recompete program can be found here:

<https://www.eda.gov/funding/programs/recompete-pilot-program>

And an FAQ fact sheet can be found here:

<https://www.eda.gov/funding/programs/recompete-pilot-program/faq>

ANALYSIS: In order for applications to be competitive, they need to include a broad set of stakeholders from a region- not just one city or county. As such, Jefferson and Clallam County Commissioners are hoping to reach agreement on a strategy for advancing one regional application.

FISCAL IMPACT: There is no additional fiscal impact, unless the BOCC decides to fund an entity or consultant to prepare a grant application for the region.

RECOMMENDATION:

Participate in the briefing and bring questions and comments regarding opportunities for collaboration in workforce development and support services to increase prime-age employment on the North Olympic Peninsula.

REVIEWED BY:


Mark McCauley County Administrator

Date 7/13/23