

**ISLAND COUNTY COMMISSIONERS' WORK SESSION SCHEDULE  
JANUARY 17, 2024**

Meetings are available remotely. Those interested in attending the meetings by computer, tablet, or smartphone may use the following link: <https://tinyurl.com/ICWorkSession>  
or for voice only, **Dial by your location:** (253) 215-8782  
**Meeting ID:** 957 0144 6335 **Passcode:** 969196

9:00 a.m.	County Administration
9:45 a.m.	Facilities
10:00 a.m.	Planning & Community Development
11:00 a.m.	Public Health
11:30 a.m.	Public Works

The Board of County Commissioners meets routinely in Work Session the first three Wednesdays of each month. Work Sessions are held in the Annex Building, Board of County Commissioners' Hearing Room, #B102, 1 NE 6<sup>th</sup> Street, Coupeville, WA.

Work Sessions are public meetings that provide an informal workshop format opportunity for the Board to review ongoing items with departments or to meet with other agencies, committees, or groups to discuss specific topics of mutual interest. Items are typically reviewed at Work Session before being scheduled on the agenda for the Board's regular Tuesday business meetings.

While Work Sessions do not have time set aside for verbal public comment, written public comment is welcomed and can be directed to the Clerk of the Board by submitting comments to [CommentBOCC@islandcountywa.gov](mailto:CommentBOCC@islandcountywa.gov). If you have questions regarding public comment, you may call (360) 679-7385. Written public comments are considered a public record.

Times for each department are approximate; a time slot scheduled for a specific department may be revised as the Work Session progresses. Because of the workshop format and time sensitivity, certain items, topics, and materials may be presented that are not included in the published agenda. **If you are interested in reviewing those documents, please contact the Clerk of the Board at (360) 679-7354.**

**NOTE: Audio recordings are posted within 48 hours of the meeting date. To listen to the recording visit the Agenda Center on the Island County website.**



**ISLAND COUNTY COUNTY ADMINISTRATION**

**WORK SESSION AGENDA**

**MEETING DATE: 1/17/2024**

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**To: Jill Johnson, Chair**  
**Board of Island County Commissioners**

**From: Michael Jones, County Administrator**

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**Amount of time requested for agenda discussion. 45 minutes**

**DIVISION: Administrative**

**Agenda Item No.: 1**

**Subject: Draft Internal Communications Plan for Island County**

**Description:** The Internal Communications Plan for Island County outlines various media and approaches to improve internal communication.

**Attachment: Draft Internal Communications Plan for Island County**

**Request:** *(Check boxes that apply)*

- |  |  |
|--|--|
| <input type="checkbox"/> Move to Consent               | <input type="checkbox"/> Move to Regular           |
| <input checked="" type="checkbox"/> None/Informational | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request             | <input type="checkbox"/> Other: _____              |

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

**P.A. Review:** Not Applicable



## Island County Administration

Keven Graves – Communications Manager

1 NE 7th Street, Coupeville, WA 98239

Ph: Whidbey 360-240-5585 | Camano 360-387-3443 | S Whidbey 360-321-5111

Email: [K.Graves@islandcountywa.gov](mailto:K.Graves@islandcountywa.gov) | Website: [www.islandcountywa.gov](http://www.islandcountywa.gov)

## Internal Communications Plan for Island County

This memo outlines an internal communication plan. This includes messaging about events, personal achievements, and other significant happenings around the county. The intent is to share important information more effectively. By using various media, we intend to reach more employees, more often. Our internal communications pieces will be more sought out and read if it focuses on content such as interesting and inspiring stories about employees and offers timely information about updates and changes within the county.

All internal communication materials will be developed with public records act and records retention considerations in mind.

### 1. Intranet

With the updated Island County intranet, expand the availability of information that only Island County employees can access. In this is a forum we have a communication channel that allows us to efficiently convey and exchange information. The intranet can be used to not only showcase upcoming county events or news, but it can also serve as a communication hub.

To increase employee use of the intranet, employee notices and News Flashes & Updates mimic the format and layout of the public Home Page. Informational items will be added and updated regularly so content is timely, relevant, and impactful for employees.

The layout and order of the Island County Intranet is in keeping with the County's public website, making it familiar and easy for employees to navigate and find the information they are looking for.

### 2. Internal marketing

Internal marketing helps to ensure consistent branding across Island County's internal communication methods. For instance, we will use the Island County logo on newsletters and emails to ensure employees recognize the materials as authoritative. Internal marketing also allows for consistent use of Island County's official logo and color palette internally as well as externally.

### 3. Newsletters & News Flashes

Internal Island County Newsletters and News Flashes are a quick, immediate way to share relevant information and improve overall morale by keeping employees informed about what's going on county-wide.

- **Newsletters** discuss and summarize Island County events and activities, highlight key programs of focus areas, recognize employee milestones such as birthdays and work anniversaries, include short, interesting features on employees, includes informational items addressing county benefits, vaccination efforts, building maintenance/construction, etc. Typically delivered quarterly, the newsletter will be posted in break rooms and other employee areas. It will be

available on the Island County intranet, and we'll create the ability for staff to subscribe to send to their work or personal emails.

- A focus on diversity, equity, and inclusion in all materials, and use as a platform to encourage DEI.
  - The newsletter will primarily rely on bite-size stories, bullet points and lists – quick reads.
  - The tone of the employee newsletter will be semi-casual and conversational.
  - Use a recognizable sender name. Maybe the County Administrator or HR Director.
- **News Flash** (*The County Line*) typically addresses a single topic of interest to all county employees, addressing questions before they need to be asked. The County Line is written in a professional tone but is a quick read and easy to digest. Think of The County Line as an internal press release that identifies a specific matter, addresses the impacts, and offers a solution. Have the ability for staff to subscribe.

**4. Vue Pilot:** We will disseminate important information via monitors located at strategic locations around Island County. The intent is to get relevant information to outlying work areas such as the Public Works road shops, Camano Island, and the North Whidbey Family Resource Center. We currently have two licenses for the message kiosks. Potential for expansion to additional county locations in the future is significant.

**5. Use of graphics** is key in building the readers' interest and effectively illustrating one or more points of a written piece in the newsletter.

## **6. Surveys & Polls**

Island County can survey to solicit employee feedback through the employee newsletter and intranet. Although surveys can be light and fun, they can also address a specific issue such as county culture or training needs.

Surveys and polls are internal communications tools to help you understand what your audience wants. People can feel more confident providing feedback anonymously. Surveys and polls are the perfect internal communication tools for this.

### **Ways to use surveys and polls in internal communications.**

- Add a poll to the newsletter, ask questions that engage the audience, either casual/fun ones, or seeking feedback, such as “what would you like to see more of in this newsletter?”
- Keep a survey short, otherwise users will be put off answering.
- On occasion, include in the newsletter a survey link to your email newsletter or drop in a poll to help improve engagement rates.
- There are important factors to consider, such as survey fatigue and the importance of feedback, when using surveys.

## **7. Comment boxes on the intranet and at various locations**

Like a survey, the County's comment box, both with physical and intranet locations, will allow us to incorporate employee feedback into Island County programs and policy. Comment boxes are slightly different in that they solicit suggestions throughout the year. Anonymously and at any time, employees may submit their input. We can respond to some of the more constructive suggestions in the newsletter so that people know their suggestions are being read.



## 8. Intranet Calendar on Intranet Home Page

Calendars are useful for departmental and interdepartmental collaboration. Through calendar sharing on the Intranet, Island County staff can inform one another of meetings and Island County events, open enrollment, deferred compensation meetings, etc. In CivicPlus, these tools also send reminders and share updated event details to those who subscribe.

### Building Interest/Momentum in the Newsletter

- **Keep the content lighter, easy to read.**

Content should be relevant, interesting, and timely. An internal newsletter should be short and straight to the point. Aside from short and concise articles, use graphics and photographic images. People are visual in nature. The human eye would rather look at images than blocks of text.

- **Focus on the employees.**

What would make an office worker read a newsletter even if they are too busy at work? Seeing a feature on a coworker. While department heads and elected officials may often use the newsletter to relay important information, the internal newsletter's primarily focus should remain on county employees.

- **Headlines should catch attention.**

An article may be interesting, relevant, and short, but if it doesn't have an engaging headline then chances are employees will skip it. A headline should be short yet clever. If you can come up with a headline that generates attention off the bat, then your story will be read by the employees.

- **Keep publication frequency consistent.**

Sustain the momentum by having an issue distributed on a reliable schedule. Otherwise, employees will forget that there's an internal newsletter. Best practice is to produce your internal newsletter consistently, whether it is monthly or once a quarter. We are proposing quarterly.

## Longer-Term Internal Communication Options

### Internal Forums and Chats

Forums and chat rooms tie in nicely with the intranet.

#### Benefits of internal forums:

1. Forums can be "threaded" so that employees can jump between different topics that are relevant to them.
2. They can encourage Team Rooms where people can discuss ideas and develop in-depth knowledge bases so that no one needs to repeat their questions.

### Reference Libraries/Resources

When employees don't directly communicate with each other, they can use the Island County reference library on the Intranet. These archives contain everything from the County's style and interdepartmental forms (such as the Translation Request Form or Communications Request Form).



**ISLAND COUNTY FACILITIES**

**WORK SESSION AGENDA**

**MEETING DATE: 1/17/2024**

**To: Jill Johnson, Chair  
Board of Island County Commissioners**

**From: Ryan Beach, Director**

**Amount of time requested for agenda discussion. 15 minutes**

**Agenda Item No.: 1**

**Subject: Law & Justice Building Dover Elevator Modernization Proposal (Revision 1) with TK Elevator; to replace two (Public and Prisoner) DMC elevators that are no longer in production and unsupported; Proposal dated December 22, 2024; RM-FAC-2023-423; Contract Cost: \$428,623.52.**

**Description:** TKE (formerly Thyssen Krupp Elevator) is the original elevator manufacturer and has ceased production and support of the DMC line as of June 2023. Proposed upgrades include Non-Proprietary Controllers equipped with new solid-state starter; Battery Lowering Emergency Rescue Unit; Submersible Power Unit including motor, tank, isolation coupling, hydraulic valve, muffler, and shutoff valves; Door Operators; Main Car Operating Panels; ADA Code Compliant Help (Telephones). This project has been budgeted in REET 1 under the 2024 CIP.

**Attachment: Purchase Order FAC-230706; Island County Contract Review; Revised TKE Modernization Proposal, Sourcewell Contract 080420-TKE**

**Request:** *(Check boxes that apply)*

- Move to Consent
- Move to Regular
- None/Informational
- Schedule a Public Hearing
- Signature Request
- Other: \_\_\_\_\_

**IT Review: Complete**  
**Budget Review: Complete**  
**P.A. Review: Complete**

*(Continued on next page)*

**Agenda Item No.: 2**

**Subject: Five Year Service Contract with TK Elevator; To provide periodic maintenance and State of Washington compliance for all Island County elevators. RM-FAC-2023-469; Contract Cost: \$108,464.40.**

**Description:** Facilities Management requests the continuation of elevator maintenance services provided by TK Elevator at the following buildings: Coupeville Annex; Law and Justice (prisoner and public); Juvenile Detention; and Coupeville Administration. These costs are budgeted in Current Expense annually.

**Attachment: Purchase Order FAC-230707; Island County Contract Review; TKE Service Agreement Addendum #E, Original 2002 Contract with Addendums A through D.**

**Request:** *(Check boxes that apply)*

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular           |
| <input type="checkbox"/> None/Informational         | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request          | <input type="checkbox"/> Other: _____              |

**IT Review:** Complete

**Budget Review:** Complete

**P.A. Review:** Complete



Island County

PURCHASE ORDER

Facilities Management

Department

P.O. Box 5000  
Coupeville, WA 98239-5000  
(360) 678-5111

Order date 10/31/2023

POC: Ryan Beach ext.7871

Ordered by Ryan Beach

Requested for Law & Justice Building

1/5/2024  
Date

Commissioner: \_\_\_\_\_

Vendor Name TKE Elevator Corporation Contact Person Andrew Knudsen  
Address 917 134th St SW Ste A8 City / State / Zip Everett / WA / 98204  
Phone 425-263-0884 andrew.knudsen@tkelevator.com Federal Tax ID # 621211267

This purchase order is for  Goods  General Services  Professional Services  Public Works Construction

Risk Manager Contract Control Number: RM-FAC-2023- 423 Risk Manager Signature \_\_\_\_\_

Vendors & Quotes Per ICC 2.30A.020 & 2.30A.050  
1) \_\_\_\_\_ 2) \_\_\_\_\_  
3) \_\_\_\_\_ 4) \_\_\_\_\_ 5) \_\_\_\_\_

Remarks / Attachments TKE Proposal dated 10/13/2023; 12/22/2023; Sourcewell Contract #080420-TKE

Date Required \* \_\_\_\_\_ \* Please notify us immediately if you are unable to ship complete order to be received by date specified\*

Quantity	Bars #	Job #	Item Number / Description	Unit Price	Amount
	134-28-18323	000546522	Replacement, modernization, permitting, and installation of (2) passenger elevators in the Law & Justice Building.		
			(1) 2,500 lb Hydraulic Public Elevator		
			(1) 2,100 lb Hydraulic Prisoner Elevator		\$ 393,232.59

I have read and agree to the terms of this Purchase Order (front, back, and any attachments).  
Vendor Signature \_\_\_\_\_ Date \_\_\_\_\_ (VENDOR MUST RETURN SIGNED ORDER BEFORE GOODS ARE RENDERED)  
Subtotal \$ 393,232.59  
Freight \$ -  
Tax 35,390.93  
TOTAL \$ 428,623.52

PURCHASE ORDER

updated ok amount 1/5/24 [Signature]



**PURCHASE ORDER  
STANDARD TERMS AND CONDITIONS**

The purchase order contract includes the following terms and conditions and includes, but is not limited to the invitation to bid, request for quotations, specifications, plans and published rules and regulations of Island County Ordinances and the laws of the State of Washington, which are hereby incorporated by reference.

- 1) **CHANGES:** No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications of this order will be effective without written consent of the department purchasing the materials/services.
- 2) **DELIVERY:** For any exception to the delivery date as specified on this order, Vendor shall give prior notification and obtain written approval thereto from the department purchasing the materials/services. With respect to delivery under this order, time is of the essence and the order is subject to termination for failure to deliver as specified. The acceptance by the Purchaser of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor.
- 3) **PAYMENTS, CASH DISCOUNT, LATE PAYMENT CHARGES:** Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or receipt of invoiced items, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.
- 4) **SHIPPING INSTRUCTIONS:** Unless otherwise specified, all goods are to be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers, it will be up to the Vendor to make delivery to that location at no additional charge. Where specific authorization is granted to ship goods, FOB shipping point, Vendor agrees to prepay all shipping charges, route as instructed or if instructions are not provided, route by cheapest common carrier, and to bill the Purchaser as a separate item on the invoice for said charges. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. It is also agreed that the Purchaser reserves the right to refuse COD shipments.
- 5) **REJECTIONS:** All goods, materials/services purchased herein are subject to approval by the Purchaser. Any rejection of goods, materials/services resulting because of nonconformity to the terms and specifications of this order, whether held by the Purchaser or returned, will be at Vendor's risk and expense.
- 6) **IDENTIFICATION:** All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order, indicating the contents therein.
- 7) **INFRINGEMENTS:** Vendor agrees to protect and save harmless the Purchaser against all claims, suits or proceedings for patent, trademark, copyright, or franchise infringement arising from the purchase, installation, or use of goods and materials ordered, and to assume all expenses and damages arising from such claims, suits or proceedings.
- 8) **WARRANTIES:** Vendor warrants that articles and services under this order conform to specifications herein and are fit for the purpose for which such goods or services are ordinarily employed, except that if a particular purpose is stated, the material and/or service must then be fit for that particular purpose.
- 9) **TAXES:** Unless otherwise indicated, the Purchaser agrees to pay all State of Washington sales or use tax. No charge by Vendor shall be made for federal excise taxes and the Purchaser agrees to furnish Vendor, upon acceptance of articles or services supplied under this order, with an exemption certificate.
- 10) **LIENS, CLAIMS AND ENCUMBRANCES:** Vendor warrants and represents that all the goods and materials and services ordered herein are free and clear of all liens, claims and encumbrances of any kind.
- 11) **RISK OF LOSS:** Regardless of FOB point, Vendor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury or destruction shall not release Vendor from any obligation hereunder.
- 12) **SAVE HARMLESS:** Vendor shall protect, defend, and indemnify, and save the Purchaser harmless from and against any damage, cost, or liability for any injuries to persons or property arising from acts or omissions of Vendor, his employees, agents, or subcontractors, howsoever caused. When applicable, and upon request by Purchaser, Vendor will provide certificate(s) of insurance.
- 13) **PRICES:** If the price is not stated on this order, it is agreed that the goods shall be billed at the price last quoted or paid, or the prevailing market price, whichever is lower.
- 14) **TERMINATION:** In the event of breach by Vendor of any of the provisions of this contract, the Purchaser reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to Vendor. Vendor shall be liable for damages suffered by the Purchaser resulting from Vendor's breach of contract.
- 15) **NONDISCRIMINATION AND AFFIRMATIVE ACTION:** The Vendor agrees not to discriminate any client, employee or applicant for employment or services because of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap, honorably discharged veteran or military status or the use of a trained dog guide or service animal by a person with a disability, with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any Vendor who is in violation of the clause or an applicable Affirmative Action Program shall be barred forthwith from receiving awards of any purchase order from the County unless a satisfactory showing is made that discriminatory practices or noncompliance with applicable Affirmative Action Programs have terminated and that a recurrence of such acts is unlikely. Vendor must comply with the Americans with Disabilities Act of 1990.
- 16) **DEFAULT:** The Vendor covenants and agrees that in the event suit is instituted by the Purchaser for any default on the part of the Vendor, and the Vendor is adjudged by a court of competent jurisdiction to be in default, the Vendor shall pay to the Purchaser all costs, expenses expended or incurred by the Purchaser in connection therewith, and reasonable attorney's fees. The Vendor agrees that the Superior Court of the State of Washington shall have jurisdiction over any such suit, and that venue shall be laid in Island County.
- 17) **BRANDS:** When a special brand is named it shall be construed solely for the purpose of indicating the standard of quality, performance, or use described. Brands of equal quality, performance, and use shall be considered, provided Vendor specifies the brand and model and submits descriptive literature, when available. Any bid containing a brand which is not equal quality, performance or use specified must be represented as an alternate and not as an equal, and failure to do shall be sufficient reason to disregard the bid.
- 18) **ACCEPTANCE: THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN. ALL ADDITIONAL OR DIFFERENT TERMS PROPOSED BY VENDOR ARE OBJECTED TO AND HEREBY REJECTED, UNLESS OTHERWISE PROVIDED IN WRITING BY THE DEPARTMENT THAT IS PURCHASING THE MATERIALS/SERVICES.**
- 19) **HANDLING:** No charges will be allowed for handling which includes, but is not limited to packing, wrapping, bags, containers, or reels, unless otherwise stated herein. (optional)

# Modernization Proposal



## Exhibit "A"

### ISLAND CO LAW and JUSTICE

December 22, 2023

Purchaser: Island County

Location: ISLAND CO LAW and JUSTICE

Address: 1 Ne 7th St

Address: 101 Ne 6th St

Coupeville, WA 98239

Coupeville, WA 98239

TK Elevator Corporation (hereinafter "TK Elevator") is dedicated to delivering Island County (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the "Proposal") in the amount of **\$428,623.52** inclusive of all applicable sales and use taxes to modernize the elevator equipment described in the pages that follow at the above-referenced location.

Our modernization package is engineered specifically for your elevator system and will include the elevator mechanical and electrical components being replaced, refurbished or retained.

#### Benefits of Modernization include:

- Increased durability and reliability
- Improved fire and life safety features
- Decreased waiting times
- Reduced energy consumption
- Reduced operational cost
- Reduced troubleshooting time

This Proposal shall remain in effect for the next thirty (30) days unless it is revoked earlier by TK Elevator in writing. The price above is subject to escalation - even after Purchaser's acceptance of this Proposal - under certain circumstances including TK Elevator being subjected to increased charges by its suppliers for any of the applicable materials and/or components due to supply chain issues; the imposition of new or increased taxes, tariffs, or other charges imposed by applicable governmental authorities; TK Elevator being subjected to increased charges from its shippers and/or freight forwarders; any material called for in this Proposal being released into production more than 6 months following the written acceptance of this Proposal; or any work described in this Proposal is not completed by December 31, 2024.

**This proposal has been formulated and is compliant with Sourcwell Contract #080420**

In the event you have any questions regarding the content of this Proposal, please do not hesitate to contact me. We appreciate your consideration.

Sincerely,  
Andrew Knudsen  
Account Manager  
andrew.knudsen@tkelevator.com  
+1 425-263-0884

# Modernization Proposal



## SCOPE OF WORK

**Grouping Name:** PUBLIC ELEV #1

Equipment Type: Hydraulic

Speed: 100 fpm

3 Stops (2 Front /1 Rear)

Capacity: 2500 lbs.

### Units Included

Building Address	Nickname	TKE Serial #
Island County Law & Justice Center	Public Elevator	US130305

### Description of Work

#### Controller

- Tenant Security 3-1 (Card Reader)
- Remote BCC and Separate Machine Room Wiring for 2019 Code
- TAC 32 Controller (Includes Options listed below)
  - 24 VDC Signal Voltage
  - Auto Light and Fan Feature
  - Car Independent Service
  - Car Traveling Lantern Circuitry
  - Door Bypass Operation
  - Electronic Door Detector Interface
  - Hoistway Access and Enable
  - THY Board
- Seismic Features
- Solid State Starters (6 or 12 leads) 460 / 575 VAC
- Battery Lowering in Controller
- eMax Monitoring Device Provisions

#### Jack

- Pipe Stands

#### Car

- Crosshead data tag (for existing car slings)
- 21" Toe guard
- 5 Pin Lock with electric contact for Car Top Exit
- 2019 Two-way Communication Camera (dome), Ethernet Extender (kit), & Battery Backup
- Cab Wiring Material (200MK1)
- Work Light Receptacle for bottom of platform

#### Holstway

- HN Boxes (per each 2 cars, grouped)
- Base Wiring Package for 2019 Code

# Modernization Proposal



- Additional Hoistway Wiring for TAC 32 with Remote Machine Room
- Steel Tape with Mounting hardware, Selector and magnets (terminal limits included)
- Hoistway Duct Kit
- TAC 32 Field Friendly Wiring Package Includes single traveling cable, hoistway wiring, interlock wiring, interlock connectors, and serial wiring.

## **Pit**

- Pit Stop Switch
- Pit Ladder 16" Wide

## **Cab**

### **Door Equipment**

- Interlock / Pick up Assemblies for existing Dover Operators. Includes closers. Front
- Interlock / Pick up Assemblies for existing Dover Operators. Includes closers. Rear
- Standard Clutch (Front) (for existing tKE HD operators or new UDO Drive only with new tKE clutch and pick-ups)
- Standard Clutch (Rear) (for existing tKE HD operators or new UDO Drive only with new tKE clutch and pick-ups)
- Micro Light 3D 2019 (Front)
- Micro Light 3D 2019 (Rear)
- Front Door Operator (SSSS) Additional Lead Time
- LD-16 Plus Drive Only (FRONT)
  - includes Car Top Inspection station (w/ alarm signal)
- LD-16 Plus Drive Only (REAR)
- Front Car Door and Hatch Side Restrictors (vaness) complete kit (Front)
- Rear Car Door and Hatch Side Restrictors (vaness) complete kit (Rear)
- 3D Cabsafe Components Package (Front)
- 3D Cabsafe Components Package (Rear)

### **Car Fixtures**

- Smart Rescue Phone 5 Standalone
- Main Car Station Includes Options Below
  - Swing Return (Mini-Swing (Column type) for New/Existing Dover/tKE Cabs)
- Vandal Resistant Floor Buttons
- Debranded Car Station (No Logo)
- Cast Braille Plates for Car Features
- Standard Key Switch Package
  - Fan
  - Light
  - Independent
  - Stop
  - Inspection/Hoistway Enable)
- Emergency Light mounted in COP
- 2004 and later Fire Service Phase II Features (includes instructions signage)
- Handicap Signal (Passing signal)



# Modernization Proposal



- Two-way Communication Position Indicator
- ADA Phone System integral with COP (Rath)
- Speaker Pattern for Intercom System/ADA Phone
- Locked Service Cabinet
- Certificate Window
- Default Engravings
- GFI Outlet
- #4 Stainless Steel Finish (441)
- Door Open rear / Door Close rear
- Emergency Light Test Button/Keyswitch
- TAC Serial Boards (Main)
- BCC Panel for Two-way Communication
- Two-way Communication Machine Room Equipment (Primary Box)
- Car Riding Lantern (Standard) #4 S/S (441)
- Car Riding Lantern (Standard) REAR #4 S/S (441)

## Hall Fixtures

- Serial Boards for Hoistway Access
- Fire Service Phase I Key Switch
- Fire Service Phase I Engraved Instructions
- Hoistway Access Switch (in Hall Station)
- Hoistway Jamb Braille (Pair of Standard) (# of Floors)
- Terminal Hall Stations (Surface Mounted) with
  - Appendix O (Polycarbonate insert flame)
  - Fusion (#4 S/S (304))
- 2009 & 2010 Elevator Communications Failure add
- Serial Boards for Front Risers
- Serial Boards for Rear Risers
- TAC Serial Boards, Base Charge
- Terminal Hall Stations (Surface Mounted) with
  - Appendix O (Polycarbonate insert flame)
  - Fusion (#4 S/S (304))
- Intermediate Hall Stations (Surface Mounted) with
  - Appendix O (Polycarbonate insert flame)
  - Fusion (#4 S/S (304))

# Modernization Proposal



**Grouping Name:** PRISONER ELEV #2

Equipment Type: Hydraulic	Speed: 100 fpm
3 Stops (2 Front /1 Rear)	Capacity: 2100 lbs.

## Units Included

Building Address	Nickname	TKE Serial #
Island County Law & Justice Center	Prisoner Elevator	US130306

## Description of Work

### Controller

- Tenant Security 3-1 (Card Reader)
- Remote BCC and Separate Machine Room Wiring for 2019 Code
- TAC 32 Controller (Includes Options listed below)
  - 24 VDC Signal Voltage
  - Auto Light and Fan Feature
  - Car Independent Service
  - Car Traveling Lantern Circuitry
  - Door Bypass Operation
  - Electronic Door Detector Interface
  - Hoistway Access and Enable
  - THY Board
- Seismic Features
- Solid State Starters (6 or 12 leads) 460 / 575 VAC
- Battery Lowering in Controller
- eMax Monitoring Device Provisions

### Jack

- Pipe Stands

### Car

- Crosshead data tag (for existing car slings)
- 21" Toe guard
- 5 Pin Lock with electric contact for Car Top Exit
- 2019 Two-way Communication Camera (dome), Ethernet Extender (kit), & Battery Backup
- Cab Wiring Material (200MK1)
- Work Light Receptacle for bottom of platform

### Hoistway

- HN Boxes (per each 2 cars, grouped)
- Base Wiring Package for 2019 Code
- Additional Hoistway Wiring for TAC 32 with Remote Machine Room
- Steel Tape with Mounting hardware, Selector and magnets (terminal limits included)

# Modernization Proposal



- Speaker Pattern for Intercom System/ADA Phone
- Locked Service Cabinet
- Certificate Window
- Default Engravings
- GFI Outlet
- #4 Stainless Steel Finish (441)
- Door Open rear / Door Close rear
- Emergency Light Test Button/Keyswitch
- TAC Serial Boards (Main)
- BCC Panel for Two-way Communication
- Two-way Communication Machine Room Equipment (Primary Box)
- Car Riding Lantern (Standard) #4 S/S (441)
- Car Riding Lantern (Standard) REAR #4 S/S (441)

## Hall Fixtures

- Serial Boards for Hoistway Access
- Fire Service Phase I Key Switch
- Fire Service Phase I Engraved Instructions
- Hoistway Access Switch (in Hall Station)
- Hoistway Jamb Braille (Pair of Standard) (# of Floors)
- Terminal Hall Stations (Surface Mounted) with
  - Appendix O (Polycarbonate insert flame)
  - Fusion (#4 S/S (304))
- 2009 & 2010 Elevator Communications Failure add
- Serial Boards for Front Risers
- Serial Boards for Rear Risers
- TAC Serial Boards, Base Charge
- Terminal Hall Stations (Surface Mounted) with
  - Appendix O (Polycarbonate insert flame)
  - Fusion (#4 S/S (304))
- Intermediate Hall Stations (Surface Mounted) with
  - Appendix O (Polycarbonate insert flame)
  - Fusion (#4 S/S (304))

In addition to the Description of Work to modernize your elevator(s) as described above, TK Elevator will coordinate or perform the following activities at no additional cost:

Electrical – Merit Electric

### SCOPE:

#### RECEPTACLE AND EQUIPMENT POWER:

260 AMP, 480 VOLT, 3 POLE, SHUNT TRIP BREAKER W/ AUX CONTACTS

2 CONTROLLER CONNECTIONS

2 ELEVATOR ROOM GFCI RECEPTACLES

2 PIT GFCI RECEPTACLES

E

# Modernization Proposal



**DISTRIBUTION:**

2 MACHINE ROOM SUB PANELS

**LIGHTING:**

4 FURNISH AND INSTALL ELEVATOR ROOM LED VAPOR PROOF LIGHT FIXTURES

4 FURNISH AND INSTALL PIT LED VAPOR PROOF LIGHT FIXTURES

**SWITCHING:**

2 MACHINE ROOM ILLUMINATED SWITCH

2 PIT ILLUMINATED SWITCH

**FIRE ALARM CONDUIT:**

60' FIRE ALARM CONDUIT

**HVAC:**

2 SPLIT SYSTEM CONNECTIONS

**GENERAL CONDITIONS:**

2 ELECTRICAL PERMITS

**NOTE:**

**THIS PROPOSAL INCLUDES PREVAILING WAGE RATES.**

WE HAVE NO WAY OF KNOWING THE EXISTING AVAILABLE FAULT CURRENT VALUE AT THE ELEVATOR DISCONNECTS AT BID TIME. IF THE CONTROLLERS HAVE A LOWER AIC RATING THAN WHAT THE EXISTING AIC IS, WE WILL NEED TO INSTALL CURRENT LIMITING FUSES AT AN ADDITIONAL COST.

**EXCLUSIONS:**

CUTTING AND PATCHING - LOW VOLTAGE WIRE, DEVICES AND TERMINATION I.E. SECURITY, INTERCOM, MUSIC, COMPUTER, AND TELEPHONE - FIRE ALARM - W.S.S.T. - AFTER HOURS WORK - CORE DRILLS - ATS SIGNAL CONDUIT - SUMP & OIL RETURN RECEPTACLES - ELECTRICAL SERVICE UPGRADES - PARKING FEES

**HVAC – Heating & Cooling NW**

Shall include, and be limited to, the following equipment, goods, and services: Install (1) 1 to 1 ductless mini-split in car 1 and car 2 elevator machine room, run line sets to roof in very difficult run to strap, (2) cores, run drains for both cars to sprinkler room drain, pressure test, evac, start and test, HCNW 1-year parts warranty and labor warranty, 12-year parts warranty.

**EXCLUSIONS:** Unless specifically stated, this proposal does not include Washington State sales tax, engineering drawings, thermal upgrades, fencing or shielding, sound barriers, plumbing, electrical service, communication wires or devices, theft, hazardous waste management or removal, temporary heating or cooling, painting and patching of walls and ceiling, pipe removal, oil tank removal, fire protection, fire dapers, overtime work, warranty work, code compliance, economizer(s) existing equipment problems, venting, product loss, electrical shielding, design load calculations, freeze protection, CO detectors, structural changes, or outside air quality or any other item not specifically identified.



# Modernization Proposal



Smoke Sensors or Fire System or Alarm – B&H Fire and Security

S

## SCOPE:

Design Build Fire Alarm modification for elevator modernizations. Proposal based upon site walk thru on 09/13/2023. Proposal is joint venture with proprietary vendor and sprinkler vendor.

## MATERIALS USED IN SCOPE:

- 2- Shunt Heat Monitoring
- 2- Dual Contact Heat Detector
- 2- Elevator Recall Connection for Primary, Secondary, and Flashing Hat Signals
- 2- Shunt AC Monitoring Connection
- 2- Multi Voltage Relay
- 2- Harsh Condition Heat Detector
- 2- Relay Modules
- 2- Electrical Permit
- 2- Fire Alarm Permit
- 2- Testing with AHJ
- 2- Testing with State Inspector
- 1- Sprinkler in Pit for Car 2

## EXCLUSIONS:

- |  |                             |
|--|-----------------------------|
| Sales Tax                                | Performance and Bid Bonds   |
| Core Drilling/X-Rays                     | Cutting/Patching of Drywall |
| Fire Caulk/Sealing                       | Shift Work/Overtime         |
| Lift Rentals                             | Conduit/Sleeves             |
| AC                                       | HVAC Connections            |
| Smoke Control                            | Area of Rescue              |
| DAS System (ERRCS) and Connections       | Fire Fighter Phones         |
| 2 Way Communication                      | Voice Evacuation            |
| Fire Pump/Connections                    |                             |
| Building Fire Code Upgrades if Req.      |                             |
| Raceways & Installation Conduit/Wiremold |                             |

## 1. Key Tasks and Approximate Lead Times

Key Tasks to be performed to be performed by Purchaser prior to equipment fabrication:

- a. Execution of this Proposal

# Modernization Proposal



- b. Payment for pre-production and engineering
- c. Approval of layout (if applicable)
- d. Execution of TK Elevator's Material Release Form

## Approximate Durations/Lead Times

Contract execution (can run concurrently with layout drawing package preparation and approval)	Varies
Survey and Order of Materials (additional time required for cab, signal, entrance preparation and approval, if applicable)	4 - 6 Weeks
Fabrication time (from receipt of all approvals, fully executed contract, Material Release Form and initial progress payment)	18 Weeks
Modernization of elevator system (Per Unit): (Upon completion of all required preparatory work by others)	4 - 6 Weeks

The durations or lead times listed above are strictly approximations that can vary due to factors both within and outside of TK Elevator's control, are subject to change without notice to Purchaser and shall not be binding on TK Elevator.

## 2. Payment Terms

50% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable as an initial progress payment within 30 days from TK Elevator's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, and drilling mobilizations (if required). The material will not be ordered until this payment is received, and the parties have both executed this Proposal and the Material Release Form.

25% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite or TK Elevator staging facility. Supporting documentation of materials stored shall be limited to stored materials certificates of insurance and bills of lading. Receipt of this payment is required prior to mobilization of labor.

25% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event TK Elevator fails to receive payment within thirty (30) days of the date of a corresponding invoice, TK Elevator reserves the right to demobilize until such a time that the payments have been brought up to date, and TK Elevator has the available manpower.

It is agreed that there will be no withholding of retainage from any billing and by the customer from any payment.

The payment terms breakdown above shall be considered the Schedule of Values for the project as written. Billing shall be submitted on or before the 25th day of the month according to the payment schedule above and accompanied by a form of G702-703 pay application/schedule of values and a conditional waiver, the format of which is hereby acknowledged and accepted.

# Modernization Proposal



The use of online Portals for the submission of billing shall follow the terms of the Proposal and Customer agrees to permit billing in accordance with the executed contract terms. Portal access and usage is to be provided free of additional charge to TK Elevator and any additional cost for such use is to be reimbursed to TK Elevator via a reimbursable change order immediately upon acceptance.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as TK Elevator has been paid 100% both of the price reflected in this Proposal and for any other work performed by TK Elevator or its subcontractors in furtherance of this Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

Proposal price:		\$428,623.52
Initial progress payment:	(50%)	\$214,311.76
Material furnished:	(25%)	\$107,155.88
Total of remaining progress payments:	(25%)	\$107,155.88

Any work that Purchaser may require prior to turnover of the equipment that is outside of the scope described in this Proposal - other than Temporary Use as described below - will be performed only after the full execution of a mutually agreeable change order and only at the following rates:

Mechanic (Standard) per hour	\$365.00
Mechanic (OT) per hour	\$707.00
Team (Standard) per hour	\$657.00
Team (OT) per hour	\$1,273.00

Rates are not inclusive of any per diem, mileage or other expenses which may be dependent on jobsite location.

### 3. Warranty

TK Elevator warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of TK Elevator's "Final Acceptance Form" on the express conditions that all payments made under this Proposal and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by TK Elevator. In the event that TK Elevator's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects. TK Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that TK Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will TK Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to

# Modernization Proposal



make a warranty claim, Purchaser must give TK Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, TK Elevator shall, at its own expense, correct any proven defect by repair or replacement. TK Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall TK Elevator be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

## 4. Preventative Maintenance Program

This Proposal does not include any maintenance, service, repair or replacement of the equipment or any other work not expressly described herein. TK Elevator may submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost. In the event the Purchaser and TK Elevator have a new or existing maintenance Agreement in effect at the time of the acceptance of this proposal and/or during the scope of this work, the terms of the Agreement shall remain in full force and effect throughout the performance of this scope of work and continue throughout the duration of the stated term in that Agreement.

## 5. Work Not Included

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to TK Elevator's performance of its work as described in this Proposal. In order to ensure a successful completion of this project, it shall be solely Purchaser's responsibility to coordinate its own completion of those items with TK Elevator. The following is a list of those items that are not included in this Proposal:

### A. Hoistways and Equipment Rooms

1. Hoistways and Equipment Rooms are included in turnkey work

### B. Electrical and Life Safety:

1. Purchaser shall provide a dedicated, analog telephone or data line to the elevator telephone or communication device; one additional data line per group of elevators for diagnostic capability wired to designated controller; This Proposal includes the installation of an in-car emergency elevator communication system for the benefit of the deaf, hard of hearing and speech impaired (the "Multimedia Equipment") in accordance with the current applicable requirements of both the International Building Code and ASME A17.1. Purchaser shall provide one permanent 110V 20 amp circuit with all piping and wiring to controller for the emergency elevator communication system. This Proposal does not, however, include the monitoring of any communications to and from that Multimedia Equipment and Purchaser (and any end user of the units) expressly acknowledge that it is solely their responsibility to ensure that any and all such communications are appropriately monitored in accordance with all applicable rules, codes, statutes and/or laws as a condition precedent to turnover of the units including but not limited to a modem and internet connection and a minimum of four (4) hours of battery backup for all communications.

### C. Miscellaneous:

1. Purchaser shall provide all work relating to the finished cab flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
2. Hydraulic jack replacement:
  - a. the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered,



# Modernization Proposal



TK Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at TK Elevator's standard labor rates as per the local office along with any additional expenses and materials required;

- b. adequate ingress and egress, including ramping, for rail-mounted or truck-mounted drill rig;
- c. Purchaser is responsible for pumping truck contractor to remove and dispose of spoils from the site. In the event that unforeseen and unfavorable below ground conditions are encountered, including but not limited to concrete around the cylinder, construction debris, adverse water and/or soil conditions, erosion, cavitations, oil contamination, or circumstances necessitating increased hole depth, etc., which require the employment of specialized contractors, TK Elevator shall immediately advise the Purchaser and costs will be extra to the contract;
- d. in ground protection systems other than TK Elevator's standard HDPE or PVC protection system with bottomless corrugated steel casing;
- e. any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out;
- f. engineering, provision and installation of methane barriers or coordination/access;
- g. access to 2" pressurized water supply within 100'-0" of the jack hole location;
- h. a safe, accessible storage area for placement of D.O.T. 55 gallon containers for the purpose of spoils containment; obtaining of local environmental or disposal permits
- i. any spoils or water testing;

## 6. Working Hours, Logistics and Mobilization

- a. All work described in this Proposal shall be performed during TK Elevator's regular working days – defined as Monday thru Friday and excluding IUEC recognized holidays – and regular working hours – defined as those hours regularly worked by TK Elevator modernization mechanics at the TK Elevator branch office that will provide labor associated with the performance of the work described in this Proposal - unless otherwise specified and agreed to in writing by both TK Elevator and Purchaser (hereinafter TK Elevator's regular working days and regular working hours shall be collectively defined as "normal working hours"). TK Elevator shall be provided with uninterrupted access to the elevator hoistway and machine room areas to perform work during normal working hours.
- b. Purchaser shall provide on-site parking to all TK Elevator personnel at no additional cost to TK Elevator.
- c. Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).
- d. Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the elevator or escalator hoistways or wellways (as applicable).
- e. Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TK Elevator is authorized to warehouse the equipment at the TK Elevator warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TK Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of \$100.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable prior to delivery.
- f. Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local TK Elevator warehouse. Any warranties provided by TK Elevator for vertical transportation equipment will become null and void if

# Modernization Proposal



equipment is stored in any manner other than a dry, enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.

g. TK Elevator includes one mobilization to the jobsite. A mobilization fee of \$5,000.00 per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TK Elevator's work has commenced.

h. Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.

i. Purchaser shall provide an on-site dumpster. TK Elevator will be responsible for cleanup of elevator/ escalator packaging material; however, composite cleanup participation is not included in this Proposal.

j. The hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. TK Elevator will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. TK Elevator assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.

k. One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules.

l. If site specific rules and regulations classify the elevator pit as confined space, elevator pits will need to reclassify a permit-required space to a non-permit required space prior to mobilization.

## 7. Temporary Use, Inspection and Turnover

a. Unless required by specification, TK Elevator will not provide for "temporary use" of the elevator(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser's execution of TK Elevator's standard Temporary Use Agreement. Cost for temporary use of an elevator shall be \$200.00 per calendar day per hydraulic elevator and \$250.00 per calendar day for each traction elevator for rental use only, excluding personnel to operate. All labor and parts, including callbacks required during the temporary use period will be billed at TK Elevator's standard local billing rates. In the event that an elevator must be provided for temporary use, TK Elevator will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TK Elevator with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis. Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is \$5,000.00 per elevator up to 10 floors. For projects above 10 stops, an additional cost of \$1,500.00 / 10 floors shall apply. These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at TK Elevator's local service billing rates.

b. The Proposal price set forth above includes one (1) inspection per unit by the applicable authority having jurisdiction if required by the government of the locality where the equipment is located. In the event the equipment fails that inspection due to no fault of TK Elevator, TK Elevator will charge Purchaser for both the cost of each re-inspection which shall be \$1,500.00 and a remobilization fee which shall be \$5,000.00 via change order prior to scheduling a re-inspection.

c. Upon notice from TK Elevator that the installation and/or modernization of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute TK Elevator's "Final Acceptance Form." The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of TK

# Modernization Proposal



Elevator's notice of completion to Purchaser unless both TK Elevator and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of TK Elevator's "Final Acceptance Form" shall not be unreasonably delayed or withheld.

d. Should the Purchaser or the local authority having jurisdiction require TK Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate TK Elevator for its time at TK Elevator's current billing rate as posted at its local office.

e. At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in TK Elevator's sole opinion, is neat and clean.

f. Purchaser agrees to accept a live demonstration of equipment's owner-controlled features in lieu of any maintenance training required in the bid specifications.

g. Purchaser agrees to accept TK Elevator's standard owner's manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications.

## 8. MAX

MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevators and escalators by means of installation of a remote-monitoring device or modem (each a "device"). MAX will analyze the unique signal output of your equipment 24/7 and when existing or potential outages are identified, MAX will automatically communicate with our dispatch centers. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technician with precise diagnostics detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime.

a. Purchaser authorizes TK Elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove.

b. TK Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. TK Elevator may remove the devices and cease all data collection and analysis at any time.

c. If the service agreement between TK Elevator and Purchaser is terminated for any reason, TK Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.

d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.

e. The devices installed by TK Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.

f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises.

g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

## 9. Additional Terms and Conditions

a. In no event shall TK Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.

b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small



# Modernization Proposal



business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TK Elevator reserves the right to modify this Proposal or rescind it altogether.

c. TK Elevator is an equal opportunity employer.

d. TK Elevator's performance of the work described in this Proposal is contingent upon Purchaser furnishing TK Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator after the date of the Proposal or as a result of any law enacted after the date of the Proposal.

e. All taxes, tariffs, duties, permit and/or license fees imposed upon TK Elevator as of the date of the execution of this Proposal are included in the price of the Proposal. After the date of acceptance of this Proposal and in addition to the Proposal price, Purchaser is also responsible to pay TK Elevator for any new (or any increase in): (1) applicable taxes, tariffs, duties, permit and/or license fees; (2) charges from its suppliers for any of the applicable materials and/or components: (A) due to supply chain issues, the imposition of new or increased taxes, tariffs, or other charges by applicable governmental authorities; (B) if the release of materials called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (C) if the completion of work called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (3) charges from TK Elevator's shippers and/or freight forwarders.

f. Purchaser agrees to provide TK Elevator's personnel with a safe place in which to work and TK Elevator reserves the right to discontinue work at the jobsite whenever, in TK Elevator's sole opinion, this provision is being violated.

g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TK Elevator's standard practices and policies may require additional costs.

h. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by TK Elevator in writing prior to the execution of such work. This change order shall detail the current contract price, the amount of the change, and new contract value.

i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both TK Elevator and Purchaser in writing before becoming effective.

j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor TK Elevator's work place and prior to and during TK Elevator's manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event TK Elevator's employees or those of TK Elevator's subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold TK Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.

k. TK Elevator retains title to and a security interest in all equipment it supplies – which TK Elevator and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, TK Elevator may take immediate possession of the equipment

# Modernization Proposal



and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at TK Elevator's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TK Elevator to file in public offices in order to perfect TK Elevator's security interest in such equipment.

l. TK Elevator reserves the right to assign payments owed to TK Elevator under this Proposal.

m. TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.

n. The rights of TK Elevator under this Proposal shall be cumulative and the failure on the part of the TK Elevator to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by TK Elevator in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.

o. In the event TK Elevator engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located.

p. TK Elevator can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.

q. Should loss of or damage to TK Elevator's material, tools or work occur at the project site, Purchaser shall compensate TK Elevator for such loss, unless such loss or damage results from TK Elevator's own acts or omissions.

r. Purchaser, in consideration of TK Elevator performing the services set forth in this Proposal, to the fullest extent permitted by law expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, TK Elevator Manufacturing, Inc., their respective employees, officers, agents, insurers, affiliates, and subsidiaries (hereinafter singularly a "TK Elevator party" and collectively the "TK Elevator parties") from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to either have arisen out of or be connected with the sale, marketing, presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or the labor and materials furnished in connection with this Proposal. Purchaser's duty to indemnify a TK Elevator party does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the negligence of that TK Elevator party. Purchaser recognizes that its obligation to defend the TK Elevator parties under this clause, which is separate and apart from its duty to indemnify the TK Elevator parties, includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

s. Purchaser further expressly agrees to name TK Elevator Corporation and TK Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator Corporation and TK Elevator Manufacturing, Inc. for those claims and/or losses referenced in the above paragraph and those claims and/or losses arising from the negligence of TK Elevator Corporation and TK Elevator Manufacturing, Inc. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.



# Modernization Proposal



t. TK Elevator's participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.

u. Unless so mutually agreed upon in a separate signed agreement, TK Elevator shall not be required to interact or correspond with any third party with whom Subcontractor is not in privity of contract concerning matters pertinent to this Agreement.

v. The Purchaser must inform TK Elevator if Purchaser is, or becomes, an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties maintained by (i) the United States of America; (ii) the United Nations; (iii) the European Union or any EU member state; (iv) the UK; or (v) any other national authority binding the parties of this contract.

In case the Purchaser, or any other beneficiary of this transaction, e.g. the end-user, is or becomes an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties, TK Elevator reserves the right to cancel this Proposal immediately.

If the goods subject to this Proposal would be exported, re-exported, resold, used, transferred or otherwise disposed of in violation of any sanctions applicable to TK Elevator, TK Elevator also reserves the right to cancel this Proposal immediately. In this respect, the Purchaser shall be obliged to disclose the final delivery address, end-user and end-use of the goods upon request - insofar as legally permissible - and to notify TK Elevator of all circumstances that indicate an aforementioned infringement.

"Sanctions" means here any economic, trade or financial sanctions, laws, regulations, embargoes or restrictive measures imposed, enacted, administered or enforced by any Sanctions Authority. "Sanctions Authority" means (i) the US; (ii) the UN Security Council; (iii) the EU and any EU member state; (iv) the UK; or (v) any governmental institutions of any of the foregoing which administer Sanctions, including HM Treasury, OFAC, the US State Department and the US Department of the Treasury.

# Modernization Proposal



## Acceptance

**Purchaser's acceptance of this Proposal and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of Four Hundred Twenty Eight Thousand Six Hundred Twenty Three Dollars and Fifty Two Cents (\$428,623.52) inclusive of all applicable sales and use taxes.**

All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized TK Elevator manager.

**This proposal has been formulated and is compliant with Sourcewell Contract #080420**

**Island County  
(Purchaser):**

**TK Elevator Corporation Management Approval**

By: \_\_\_\_\_

(Signature of Authorized Individual)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type Title)

\_\_\_\_\_  
(Date of Acceptance)

By: \_\_\_\_\_

(Signature of Branch Representative)

Phil Martin  
Branch Manager

\_\_\_\_\_  
(Date of Execution)

# Modernization Proposal



- Hoistway Duct Kit
- TAC 32 Field Friendly Wiring Package Includes single traveling cable, hoistway wiring, interlock wiring, interlock connectors, and serial wiring.

## **Pit**

- Pit Stop Switch
- Pit Ladder 16" Wide

## **Cab**

### **Door Equipment**

- Interlock / Pick up Assemblies for existing Dover Operators. Includes closers. Front
- Interlock / Pick up Assemblies for existing Dover Operators. Includes closers. Rear
- Standard Clutch (Front) (for existing tkE HD operators or new UDO Drive only with new tkE clutch and pick-ups)
- Standard Clutch (Rear) (for existing tkE HD operators or new UDO Drive only with new tkE clutch and pick-ups)
- Micro Light 3D 2019 (Front)
- Micro Light 3D 2019 (Rear)
- Front Door Operator (SSSS) Additional Lead Time
- LD-16 Plus Drive Only (FRONT)
  - includes Car Top Inspection station (w/ alarm signal)
- LD-16 Plus Drive Only (REAR)
- Front Car Door and Hatch Side Restrictors (vaness) complete kit (Front)
- Rear Car Door and Hatch Side Restrictors (vaness) complete kit (Rear)
- 3D Cabsafe Components Package (Front)
- 3D Cabsafe Components Package (Rear)

### **Car Fixtures**

- Smart Rescue Phone 5 Standalone
- Main Car Station Includes Options Below
  - Swing Return (Mini-Swing (Column type) for New/Existing Dover/tkE Cabs)
- Vandal Resistant Floor Buttons
- Debranded Car Station (No Logo)
- Cast Braille Plates for Car Features
- Standard Key Switch Package
  - Fan
  - Light
  - Independent
  - Stop
  - Inspection/Hoistway Enable)
- Emergency Light mounted in COP
- 2004 and later Fire Service Phase II Features (includes instructions signage)
- Handicap Signal (Passing signal)
- Two-way Communication Position Indicator
- ADA Phone System integral with COP (Rath)



Island County

P.O. Box 5000  
Coupeville, WA 98239-5000  
(360) 678-5111

PURCHASE ORDER

Facilities Management

Department

Item #2

FAC-230707

Please reference number on invoice

Order date 10/31/2023

POC: Ryan Beach ext.7871

Ordered by Ryan Beach

Requested for County Building Elevators

11/2/2023  
Date

Commissioner: \_\_\_\_\_

Vendor Name TKE Contact Person Karen Martin  
Address 12530 135th Ave NE City / State / Zip Kirkland, Wa 98034  
Phone 425-702-1200 Federal Tax ID # \_\_\_\_\_

This purchase order is for  Goods  General Services  Professional Services  Public Works Construction

Risk Manager Contract Control Number: RM-FAC-2023-469 Risk Manager Signature \_\_\_\_\_

Vendors & Quotes Per ICC 2.30A.020 & 2.30A.050  
1) \_\_\_\_\_ 2) \_\_\_\_\_  
3) \_\_\_\_\_ 4) \_\_\_\_\_ 5) \_\_\_\_\_

Remarks / Attachments \_\_\_\_\_

Date Required *	
-----------------	--

\* Please notify us immediately if you are unable to ship complete order to be received by date specified\*

Quantity	Bars #	Job #	Item Number / Description	Unit Price	Amount
	134.28.18323/524811		Five Year Service Contract for Island County Building Elevators	\$1,807.74	108,464.40
			Locations: Annex, Law & Justice, Juvenile, Admin		
			* This price is before tax, and may reflect adjustments at time of billing		

I have read and agree to the terms of this Purchase Order (front, back, and any attachments).

Vendor Signature \_\_\_\_\_

Date \_\_\_\_\_

(VENDOR MUST RETURN SIGNED ORDER BEFORE GOODS ARE RENDERED)

Subtotal	\$ 108,464.40
Freight	\$ -
Tax	
<b>TOTAL</b>	<b>\$ 108,464.40</b>



## PURCHASE ORDER STANDARD TERMS AND CONDITIONS

The purchase order contract includes the following terms and conditions and includes, but is not limited to the invitation to bid, request for quotations, specifications, plans and published rules and regulations of Island County Ordinances and the laws of the State of Washington, which are hereby incorporated by reference.

- 1) **CHANGES:** No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications of this order will be effective without written consent of the department purchasing the materials/services.
- 2) **DELIVERY:** For any exception to the delivery date as specified on this order, Vendor shall give prior notification and obtain written approval thereto from the department purchasing the materials/services. With respect to delivery under this order, time is of the essence and the order is subject to termination for failure to deliver as specified. The acceptance by the Purchaser of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor.
- 3) **PAYMENTS, CASH DISCOUNT, LATE PAYMENT CHARGES:** Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or receipt of invoiced items, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.
- 4) **SHIPPING INSTRUCTIONS:** Unless otherwise specified, all goods are to be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers, it will be up to the Vendor to make delivery to that location at no additional charge. Where specific authorization is granted to ship goods, FOB shipping point, Vendor agrees to prepay all shipping charges, route as instructed or if instructions are not provided, route by cheapest common carrier, and to bill the Purchaser as a separate item on the invoice for said charges. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. It is also agreed that the Purchaser reserves the right to refuse COD shipments.
- 5) **REJECTIONS:** All goods, materials/services purchased herein are subject to approval by the Purchaser. Any rejection of goods, materials/services resulting because of nonconformity to the terms and specifications of this order, whether held by the Purchaser or returned, will be at Vendor's risk and expense.
- 6) **IDENTIFICATION:** All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order, indicating the contents therein.
- 7) **INFRINGEMENTS:** Vendor agrees to protect and save harmless the Purchaser against all claims, suits or proceedings for patent, trademark, copyright, or franchise infringement arising from the purchase, installation, or use of goods and materials ordered, and to assume all expenses and damages arising from such claims, suits or proceedings.
- 8) **WARRANTIES:** Vendor warrants that articles and services under this order conform to specifications herein and are fit for the purpose for which such goods or services are ordinarily employed, except that if a particular purpose is stated, the material and/or service must then be fit for that particular purpose.
- 9) **TAXES:** Unless otherwise indicated, the Purchaser agrees to pay all State of Washington sales or use tax. No charge by Vendor shall be made for federal excise taxes and the Purchaser agrees to furnish Vendor, upon acceptance of articles or services supplied under this order, with an exemption certificate.
- 10) **LIENS, CLAIMS AND ENCUMBRANCES:** Vendor warrants and represents that all the goods and materials and services ordered herein are free and clear of all liens, claims and encumbrances of any kind.
- 11) **RISK OF LOSS:** Regardless of FOB point, Vendor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury or destruction shall not release Vendor from any obligation hereunder.
- 12) **SAVE HARMLESS:** Vendor shall protect, defend, and indemnify, and save the Purchaser harmless from and against any damage, cost, or liability for any injuries to persons or property arising from acts or omissions of Vendor, his employees, agents, or subcontractors, howsoever caused. When applicable, and upon request by Purchaser, Vendor will provide certificate(s) of insurance.
- 13) **PRICES:** If the price is not stated on this order, it is agreed that the goods shall be billed at the price last quoted or paid, or the prevailing market price, whichever is lower.
- 14) **TERMINATION:** In the event of breach by Vendor of any of the provisions of this contract, the Purchaser reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to Vendor. Vendor shall be liable for damages suffered by the Purchaser resulting from Vendor's breach of contract.
- 15) **NONDISCRIMINATION AND AFFIRMATIVE ACTION:** The Vendor agrees not to discriminate any client, employee or applicant for employment or services because of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap, honorably discharged veteran or military status or the use of a trained dog guide or service animal by a person with a disability, with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any Vendor who is in violation of the clause or an applicable Affirmative Action Program shall be barred forthwith from receiving awards of any purchase order from the County unless a satisfactory showing is made that discriminatory practices or noncompliance with applicable Affirmative Action Programs have terminated and that a recurrence of such acts is unlikely. Vendor must comply with the Americans with Disabilities Act of 1990.
- 16) **DEFAULT:** The Vendor covenants and agrees that in the event suit is instituted by the Purchaser for any default on the part of the Vendor, and the Vendor is adjudged by a court of competent jurisdiction to be in default, the Vendor shall pay to the Purchaser all costs, expenses expended or incurred by the Purchaser in connection therewith, and reasonable attorney's fees. The Vendor agrees that the Superior Court of the State of Washington shall have jurisdiction over any such suit, and that venue shall be laid in Island County.
- 17) **BRANDS:** When a special brand is named it shall be construed solely for the purpose of indicating the standard of quality, performance, or use described. Brands of equal quality, performance, and use shall be considered, provided Vendor specifies the brand and model and submits descriptive literature, when available. Any bid containing a brand which is not equal quality, performance or use specified must be represented as an alternate and not as an equal, and failure to do so shall be sufficient reason to disregard the bid.
- 18) **ACCEPTANCE: THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN. ALL ADDITIONAL OR DIFFERENT TERMS PROPOSED BY VENDOR ARE OBJECTED TO AND HEREBY REJECTED, UNLESS OTHERWISE PROVIDED IN WRITING BY THE DEPARTMENT THAT IS PURCHASING THE MATERIALS/SERVICES.**
- 19) **HANDLING:** No charges will be allowed for handling which includes, but is not limited to packing, wrapping, bags, containers, or reels, unless otherwise stated herein. (optional)



# Service Agreement Addendum #E



TK Elevator Corporation ("TK Elevator Corporation," "TK Elevator," "we," "us," and "our") and Island County (the "Purchaser," "you," and "your") hereby amend and supplement their duly executed and existing elevator maintenance agreement dated 12-01-2017, contract number US54706 (the "Agreement"), as set forth in this addendum. This addendum shall be made a part of the Agreement, and in the event of conflict with other terms, conditions, purchase orders or contract documents, this addendum shall govern. All terms and conditions set forth in the Agreement will remain in full force and effect and apply to this addendum where no conflict exists. This addendum shall become effective upon acceptance as described below. Collectively, TK Elevator and Purchaser may hereinafter be referred to as the "Parties."

TK Elevator and the Purchaser agree to Amend the Agreement as follows: in exchange for TK agreement to cover the following additional scope of work for the Unit(s) described in the Agreement, Purchaser agrees that the monthly price of the Agreement shall be \$1,807.74

**Term Length:** Sixty (60) Months

**Effective Date:** December 1, 2023

## ISLAND CO ANNEX BLDG ANNEX

**Unit(s):** US130369

**Monthly Cost (before WSST):** \$310.29

## ISLAND CO LAW & JUSTICE

**Unit(s):** JAIL CAR NO ADA US130304 PUBLIC ELEV #1 US130305

PRISONER ELEV #2 US130306

**Monthly Cost (before WSST):** \$903.87 (\$310.29/unit)

**ISLAND CO JUVENILE DETENTION CTR Unit(s):** Only US130418

**Monthly Cost (before WSST):** \$310.29

## ISLAND CO ADMIN BLDG

**Unit(s):** ADMIN US130368

**Monthly Cost (before WSST):** \$310.29

### Price and Term

In light of the modifications to Agreement set forth above, the price for the Agreement shall now be \$1,807.74 per month, excluding taxes and the current term of the Agreement shall concurrently be extended by a period of 60 additional months. This new monthly price shall be subject to future adjustments as further described in the Agreement.

# Service Agreement Addendum



## Acceptance

Your acceptance of this addendum and its approval by an authorized manager of TK Elevator will constitute exclusively the entire understanding of the Parties with respect to the subject matter contained herein and it shall thereafter become part of the Agreement. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions will be recognized unless made in writing and properly executed by both Parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this addendum and the Agreement will govern, even in the event of a conflict.

No agent or employee shall have the authority to waive or modify any of the terms of this Agreement without the prior written approval of an authorized TK Elevator manager.

Island County (Purchaser):	TK Elevator Corporation Management Approval
By: _____ (Signature of Authorized Individual)	By: _____ (Signature of Branch Representative)
_____ (Print or Type Name)	Mclain Bowman Senior Sales Manager
_____ (Print or Type Title)	
_____ (Date of Acceptance)	_____ (Date of Execution)

For inquiries regarding your contract or services provided by TK Elevator, please contact your local branch office:

12530 135th Ave NE  
Kirkland, WA 98034  
425-702-1200

Thank you for choosing TK Elevator. We appreciate your business.

Karen Martin

## II. Standard Terms and Conditions (T's & C's)

1. **Entire Agreement.** This Contract, including all addenda and subsequently issued change notices, comprises the entire agreement between Island County and the Contractor and shall be governed by the laws of the State of Washington incorporated herein by reference.
2. **Conflict and Severability.** Conflict: In the event of conflict between contract documents and applicable laws, codes, ordinances, or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the County maximum benefits. Severability: Any provision of this document found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the document.
3. **Assignment of Contract:** The Contractor shall not assign this contract or any part thereof, nor any moneys owing thereunder, without the prior written approval of the County. The Contractor shall have total responsibility for meeting the Contract requirements.
4. **Jurisdiction:** This Contract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in the Superior Court for Snohomish County.
5. **Attorney Fees and Legal Costs:** The Contractor covenants and agrees that in the event suit is instituted by the County for any nonperformance, breach, or default on the part of the Contractor, and the Contractor is adjudged liable by a court of competent jurisdiction, the Contractor shall pay to the County all costs, expenses expended or incurred by the County in connection therewith, and reasonable attorney's fees.
6. **Order of Precedence:** The items listed below are incorporated into and made a part of the Contract between the County and the Contractor. In the event of an inconsistency in or between any documents comprising the Contract, 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) Standard Terms and Conditions
  - (C) Any other documents incorporated in this contract by mutual written agreement of the parties.
7. **Indemnification:** The Contractor shall defend, indemnify and save harmless the County from and against any and all claims, liabilities and expenses, including attorney's fees, arising out of or resulting from injuries to persons (including death)

### Purchase Contract Elevator Maintenance

This contract is made by and between Buyer (Island County) and the Seller (ThyssenKrupp Elevator). Buyer and Seller agree as follows:

1. **Purchase and Sale of Goods and Services.** Seller will sell and deliver to buyer and buyer will purchase from Seller the goods, services, information, drawings, documents, and other items described in the attached Schedule of Goods ("Goods") ordered by Buyer, if any, from time to time during the term (as defined in Paragraph 3 below). Buyer does not guarantee to purchase any minimum or maximum quantities of bid items. Details that are necessary to carry out the intent of this Contract, but are not expressly required, shall be performed or furnished by Seller without any increase in compensation otherwise payable under this Contract.
2. **Compensation.** As full compensation for the Goods and Services, Buyer will pay Seller the applicable sums for the Goods and Services ordered by Buyer, if any, set forth in the attached Schedule of Prices ("Prices") in accordance with the payment provisions of this Contract.
3. **Term.** The term of this contract ("Term") shall commence on the date of this Contract in accordance with Paragraph 5 below and, subject to earlier termination as provided in the attached Standard Terms and Conditions, shall end September 1, 2007.
4. **Performance of Work.** Contractor shall comply with all of the provisions of this Contract which include the provisions set forth in the following documents and such other documents as may be incorporated into and otherwise made a part of this Contract ("Contract"):
  - (a) this Purchase Contract;
  - (b) the Standard Terms and Conditions; and
  - (c) Attachment A - List of Equipment and Price
  - (d) Scope of Work - Elevator Maintenance Agreement
5. This Contract shall be effective as of September 1, 2002.

Buyer: Island County

Seller: ThyssenKrupp Elevator

By: William J. Thoren MEMBER  
Title: BOARD OF COUNTY COMMISSIONERS

By: Karel P. Bunkhult  
Title: Service Sales Acct. Mgr.

Date Signed: 9-16-02  
Address: P.O. Box 5000

Date Signed: 8/26/02  
Address: 506 7<sup>th</sup> Avenue South

Coupeville, WA 98239

Kirkland, WA 98033

or damage to property arising from acts or omissions of the Contractor, its employees, agents or subcontractors, however caused.

8. **Insurance:** Prior to commencement of services under this contract, ThyssenKrupp Elevator shall submit to Island County certificates of insurance or certified copies of insurance policies and endorsements, if requested by County, for the coverage required below and shall maintain the same type and amount of coverage as is currently in effect for the life of this contract. Each insurance certificate shall provide that coverage will not be canceled or reduced below the contractual amounts stated herein without forty-five (45) days prior notice to County. ThyssenKrupp Elevator shall maintain at its sole expense unless otherwise stipulated, the following insurance coverage's, insuring Island County, its employees, agents, designees and indemnities as required herein:

(A) ThyssenKrupp Elevator shall not commence work under this Contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County.

(B) All insurance policies shall be issued by companies authorized to do business under the laws of the State of Washington and have a Best's rating of at least A-VII. All insurance, other than Professional Liability and Workmen's Compensation to be maintained by ThyssenKrupp Elevator shall specifically include the County as an "Additional Insured" and shall not be reduced or canceled without forty-five (45) days written prior notice to the County. The ThyssenKrupp Elevator insurance coverage shall be primary insurance as respect to the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractors insurance and shall not contribute to it.

(C) ThyssenKrupp Elevator shall maintain, during the life of the Contract, Industry Standard Occurrence Commercial General Liability Policy Form (CG0001) or equivalent, including Premises/Operations, Products/Completed Operations, Blanket Contractual Liability and Personal Injury Coverage, to ThyssenKrupp Elevator from claim for damages for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this contract whether such operations be by ThyssenKrupp Elevator or by anyone directly employed by or contracting with ThyssenKrupp Elevator.

Specific Limits required	\$1,000,000 General Aggregate
	\$1,000,000 Products/Completed Operations
	\$1,000,000 Personal Injury and Advertising Injury
	\$1,000,000 Each Occurance

The Commercial General Liability Policy will contain an endorsement naming the County as Additional Insured (CG2010) and an endorsement that specifically states the ThyssenKrupp Elevator's General Liability be primary, and not contributory, with any other insurance maintained by the County.



The policy shall be endorsed to include stop gap employer's liability coverage with minimum limits as follows:

\$1,000,000 Each Incident  
\$1,000,000 Policy Limit for Disease  
\$1,000,000 Each Employee for Disease

- (D) Commercial General Liability insurance shall be endorsed to include a "cross liability", indicating essentially that "except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.
- (E) ThyssenKrupp Elevator shall maintain, during the life of this Contract, Business Automobile Liability Insurance (CA0001), or equivalent in the amount of \$1,000,000 Bodily Injury and Property Damage per Accident to protect ThyssenKrupp Elevator from claims which may arise from the performance of this Contract, whether such operations be by the ThyssenKrupp Elevator or by anyone directly or indirectly employed by ThyssenKrupp Elevator. Covered auto shall be designated as "Symbol 1" any auto.
- (F) All Liability coverages, except Professional Liability, shall be written on an Occurrence policy form. If coverage is Claims Made form, the Retroactive Date shall be prior to or coincident with the date of this Contract, and the policy shall state that coverage is Claims Made, and state the Retroactive Date.
- (G) ThyssenKrupp Elevator shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. ThyssenKrupp Elevator shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to the commencement of work.
- (H) Industrial Insurance Waiver - With respect to the performance of this Contract and as to claims against the County, its officers, agents, and employees, ThyssenKrupp Elevator expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, 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 ThyssenKrupp Elevator against the County. This waiver is mutually negotiated by the parties to this Agreement.
- (I) Subcontractors - ThyssenKrupp Elevator shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontracts shall be subject to all of the requirements herein.

9. **Implied Warranties Preserved:** The County will not accept any exclusion or modification of the implied warranties of merchantability or fitness for particular purpose by the bidder.
10. **Non-Discrimination:** The County is an equal opportunity employer. The Contractor understands and agrees that its compliance with applicable federal, state, and local non-discrimination laws is a condition precedent to its right to provide services and that violation of said laws may result in cancellation of the Contract.
11. **Safety Conditions:** The Contractor shall provide and/or install merchandise that meets or exceeds the "Washington Industrial Safety and Health Standard" and the "Washington Board of Health Standard for Primary and Secondary Schools", and comply with applicable laws, orders, rules, regulations, and ordinances, including but not limited to those relating to industrial insurance, medical aid, unemployment compensation, pension, social security, minimum wage, equal employment, safety standards and building codes (collectively, the "Acts"). The Contractor further agrees to indemnify and hold harmless the County from all liability and damages arising out of or in connection with any failure of Contractor to comply with the Acts and the standards issued thereunder and for any failure of the items furnished by the Contractor to the County to so comply.
12. **Compliance with the Law:** The Contractor shall comply with all applicable federal, state and local laws with applicable directions, rules, and regulations of public officials in enforcement of County regulations and regulations from the State of Washington or from the United States of America with respect to any portion of this Contract.
13. **Licenses:** The Contractor, at no additional expense to the County, shall secure and maintain in full force and effect during the term of this Contract, all required licenses, and similar legal authorization, and comply with all legal requirements.
14. **Prohibited Employees RCW 28A. 400.330:** Requires the Contractor to prohibit from working with children, any employee of the Contractor who has plead guilty to or been convicted of any felony crime involving the physical neglect, injury, death, or sexual exploitation of a child, or sexual offenses where a minor is the victim, promoting prostitution of a minor, or sale or purchase of a minor.
15. **Drug-Free Workplace:** In accordance with the Drug-Free Workplace Act of 1988, as a recipient of federal grants moneys, the County requires the Contractor to prohibit the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance or of alcohol in the workplace. Failure to comply with this section shall be grounds for the County to immediately terminate the contract.

16. **Arbitration:** Any dispute relating to the interpretation of performance of this contract shall be resolved by an arbitrator appointed by State of Washington at the request of either party and both parties shall agree to accept the findings of such arbitration.
17. **Amendments to Agreement:** The County and the Contractor may make amendments or modifications to this Contract by written amendment signed by both parties. No amendments shall be effective unless signed by both an authorized representative of the Contractor and an authorized representative of the County.
18. **Authority:** Each party has full power and authority to enter into and perform this Contract, and the person signing this contract on behalf of each party has been properly authorized and empowered to enter into this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.
19. **Title and Risk of Loss:** Regardless of F.O.B. point, Contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery and acceptance. Such loss, injury, or destruction shall not release Contractor from any obligation hereunder.
20. **Performance:** Acceptance by the purchaser of unsatisfactory performance with or without objection or reservation shall not waive the right to claim damage for breach, or terminate the Contract, nor constitute waiver of requirements for satisfactory performance of any obligation remaining to be performed by Contractor.
21. **Invoicing:** Contractor shall provide an original and two (2) copies of invoices. Each invoice shall be submitted as required by the Contract and shall reference the Contract and Purchase Order Number.
22. **Payment:**
  - (A) Payment will be made by the County. Invoices will not be processed for payment until receipt of a properly completed invoice and until all invoiced items are received and satisfactory performance of Contractor has been attained. Under "Chapter 39.76 RCW", if purchaser fails to make timely payment(s), Contractor may invoice for 1% per month on amount overdue or a minimum of \$1.00. Payment will not be considered late if check or warrant is mailed within the time specified. If no terms are specified, net 30 days will automatically apply. Payments(s) made in accordance with Contract terms shall fully compensate the Contractor for all risk, loss, damages or expense of whatever nature or acceptance of payment shall constitute a waiver of all claims submitted by Contractor.
  - (B) Payment for materials or equipment received or for services rendered shall be made by warrant issued from County and redeemable in U.S. Dollars. Unless otherwise indicated, the County's sole responsibility shall be to issue this

warrant. Any bank or transaction fees or similar costs associated with currency exchange procedures shall be fully assumed by the Contractor.

23. **Determination of Responsibility:** During the contract term, should the Contractor be determined to be in violation of federal, state, or local laws or regulations, the County reserves the right to modify its initial determination of responsibility at the time of award and to take other action as determined appropriate, including but not limited to termination of the Contract.
24. **Changes:** No alteration in any of the terms, conditions, or contractual requirements herein shall be effective without the written consent of the County Purchasing Agent as evidenced by issuance by the County of a Contract change notice.
25. **Additions or Deletions:** The County reserves the right to add or delete items, or locations as determined to be in the best interest of the County. Added items, or locations will be related to those on contract and additions or deletions will not represent a significant increase or decrease in size or scope of Contract. Such additions or deletions will be by mutual agreement, will be at prices consistent with original Contract price margins, and will be evidenced by issuance of a written contract change notice from the County Purchasing Agent.
26. **Breach, Default, Termination:**
- (A) **Breach:** A breach of a term or condition of the Contract shall mean any one or more the following events: (1) Contractor fails to perform the services by the date required or by a later date as may be agreed to in a written amendment to the contract signed by the County; (2) Contractor breaches any warranty or fails to perform or comply with any term or agreement in the Contract; (3) Contractor makes any general assignment for the benefit of creditors; (4) In the County's sole opinion, Contractor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; (5) Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency, or reorganization, or relief from creditors and/or debtors; (6) any receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property; (7) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination, in the County's sole opinion renders the Contractor unable to perform any aspect of the Contract.
- (B) **Default:** A Contractor may be declared in default for failing to perform a contractual requirement or for a material breach of any term or condition.
- (C) **Termination for Breach and/or Default:** Except in the case of delay or failure resulting from circumstances beyond the control and without fault or negligence of the Contractor or of the Contractor's suppliers or subcontractors, the County shall be entitled, by written or oral notice, to cancel and/or terminate this Contract in its entirety or in part for breach and/or default of any of the terms herein and to have all other rights against Contractor by reason of the Contractor's breach as provided by law.



**Addendum A.**

**ADDENDUM A:** This addendum shall be made a part of this Purchase Contract Elevator Maintenance Agreement, and in the event of conflict with other terms, conditions, purchase orders or contract document, this addendum shall govern.

Effective September 1st, 2007 the Elevator Maintenance and Phone Monitoring contract between ThyssenKrupp Elevator and Island County listed below will enter into a new five (5) year Elevator Maintenance Agreement with an automatic renewal clause of five (5) years as addressed below with all terms and conditions of the current contract to apply.

The elevators in the following buildings will be included in the Elevator Maintenance agreement between ThyssenKrupp Elevator and Island County.

- Island County Administration Building - 1.) Otis
- Island County Annex - 2.) Thyssen Krupp Elevator
- Island County Jail - 3.) Dover
- Island County Law & Justice Center - 4.) Thyssen Krupp Elevator 5.) Dover
- Island County Juvenile Detention Center - 6.) Schindler

Total of Six (6) Elevators

**Price.** The price for the elevator maintenance and phone monitoring, as stated in this agreement, shall be Eight Hundred Seventy Dollars (\$870.00) per month, excluding taxes, payable quarterly in accordance with Section 22 of the Original agreement.

**Term.** This agreement is effective for five (5) years starting 9-01-07 and is non-cancelable, except with thirty (30) days written notice for reasons of non-performance. "Non-performance" is defined as our inability to remedy any deficiencies within thirty (30) days after receiving written notification from Island County. To ensure continuous service, this agreement will be automatically renewed for successive five (5) year periods, unless either party timely serves written notice upon the other party of its intention to cancel at least ninety (90) days before the end of the initial five (5) year period, or ninety (90) days before the end of any subsequent five (5) year renewal period. Notice shall be sent by certified mail, return receipt requested. Time is of the essence.

**Prevailing Wages to be paid on Public Works Contracts.** Before payment by Island County, the County must receive from ThyssenKrupp Elevator a copy of Statement of Intent to Pay Prevailing Wages (Form L&I No. F700-029-111) approved by Washington State Department of Labor and Industries. The minimum prevailing wage rates that must be paid by the Contractor and/or his subcontractors are set forth on Exhibit I attached hereto.

A Performance and Payment Bond is required to be executed by ThyssenKrupp Elevator and an acceptable surety company in the amount of 100% of the contract price.

Accepted:

THYSSENKRUPP ELEVATOR CORPORATION

By: [Signature]  
(Signature of ThyssenKrupp Elevator Representative)

Jeff Wittman

Account Manager

Date: 8-15-07

OWNER OR AGENT FOR OWNER

By: [Signature]  
(Signature of Authorized Individual)

MIKE SHELTON  
(Printed or Typed Name)

Title: CHAIRMAN

Date: 8-20-07

ThyssenKrupp Elevator Approval:

By: [Signature]

Title: Service Sales Manager

Date: [Signature]



**Addendum B**

This addendum shall be made a part of this agreement, and in the event of conflict with other terms, conditions, purchase orders or contract documents, this addendum shall govern.

Effective September 1st, 2012 the Elevator Maintenance Agreement and Phone Monitoring contract between ThyssenKrupp Elevator and Island County listed below will enter into a new five (5) year Elevator Maintenance Agreement with an automatic renewal clause of five (5) years as addressed below with all terms and conditions of the current contract to apply. The original contract was signed on 9-16-02.

The elevators in the following buildings will be included in the Elevator Maintenance Agreement between ThyssenKrupp Elevator and Island County.

- Island County Administration Building - 1.) Otis
- Island County Annex - 2.) ThyssenKrupp Elevator
- Island County Jail - 3.) Dover
- Island County Law & Justice Center - 4.) ThyssenKrupp Elevator; 5.) Dover
- Island County Juvenile Detention Center - 6.) Schindler

Total of six (6) Elevators.

Price. The price for the elevator maintenance and phone monitoring, as stated in this Agreement, shall be One-Thousand Thirty Dollars (\$1,030.00) per month, excluding taxes, payable quarterly in accordance with Section 22 of the original Agreement.

Term. The Agreement is effective for five (5) years starting September 1, 2012 and is non-cancelable, except with thirty (30) days written notice for reasons of non-performance. "Non-performance" is defined as our inability to remedy any deficiencies within thirty (30) days after receiving written notification from Island County. To ensure continuous service, this Agreement will be automatically renewed for successive five (5) year periods, unless either party timely serves written notice upon the other party of its intention to cancel at least ninety (90) days before the end of the initial five (5) year period, or ninety (90) days before the end of any subsequent five (5) year renewal period. Not later than six (6) months prior to the end of any subsequent five (5) year renewal period, ThyssenKrupp Elevator shall provide Island County with written notice of the monthly price for elevator maintenance and phone monitoring that will apply during the following renewal period. Notice shall be sent by Certified Mail, return receipt requested. Time is of the essence.

Prevailing Wages to be paid on Public Works Contracts. Before payment by Island County, the County must receive from ThyssenKrupp Elevator a copy of Statement of Intent to Pay Prevailing Wages (Form L & I No. F700-029-111) approved by Washington State Department of Labor and Industries. The minimum prevailing wage rates that must be paid by the Contractor and/or subcontractors are set forth on Exhibit 1 attached hereto.

A Performance and Payment Bond is required to be executed by ThyssenKrupp Elevator and an acceptable surety company in the amount of 100% of the contract price.

Accepted:

THYSSENKRUPP ELEVATOR CORPORATION

OWNER OR AGENT FOR OWNER

ThyssenKrupp Elevator Approval:

By: Kael P. Børnhart  
(Signature of ThyssenKrupp Elevator Representative)

By: \_\_\_\_\_  
(Signature of Authorized Individual)

By: [Signature]

Kael P. Børnhart

(Printed or Typed Name)

Title: Service Sales Manager

206-510-6627

Title: \_\_\_\_\_

Date: 8/29/12

Date: 7/27/12

Date: \_\_\_\_\_

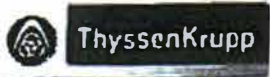
*See attached Addendum B for Signature*

Executed by the Board of County Commissioners this 20 day of AUGUST, 2012

  
\_\_\_\_\_  
Helen Price Johnson, Chair



ATTEST: Elaine Marlow  
Elaine Marlow, Clerk of the Board



# Maintenance Agreement Addendum

## Scope Revision to include the Maintenance Control Program

ThyssenKrupp Elevator and Island County hereby amend and supplement their duly executed and existing elevator Maintenance Agreement and Addendum dated 9/16/2002 and 9/1/2012, for Island County Law & Justice Center, Juvenile Detention Center, Administration Building, Annex Building and Jail, as set forth in this addendum. This addendum shall be made a part of the existing elevator maintenance agreement, and in the event of conflict with other terms, conditions, purchase orders or contract documents, this addendum shall govern. All terms and conditions set forth in the existing elevator maintenance agreement will remain in full force and effect and apply to this addendum where no conflict exists.

### Amended Scope of Services.

ThyssenKrupp Elevator will perform service in accordance with our written Maintenance Control Program. This program shall meet or exceed the requirements of ASME A17.1-2010 Code, Section 8.6 and 8.11 and the applicable WAC Codes that are in affect at the time of the signing of this Addendum. The Maintenance Control Program includes ThyssenKrupp Elevator's Maintenance Tasks & Records documentation which shall be used to record all work performed on the equipment and is provided onsite with each controller as required by code. The work shall be completed in accordance with the ThyssenKrupp Elevator maintenance procedures that have been reviewed and approved by the State of Washington, Department of Labor and Industries, Elevator Division as of July 2013. We will also perform the Category 1 testing outlined in ASME A17.1 - 2010 as part of this agreement, but do not perform any Category 3 or 5 tests as part of this agreement unless such tests are specifically listed as included elsewhere in this agreement.

**Price Adjustment:** To accommodate the additional scope being added to your service agreement, ThyssenKrupp Elevator will increase the price of this service agreement by **\$48.98 per unit, per month, excluding taxes.** This amount shall be the revised price of your existing elevator maintenance agreement and shall be adjusted annually in accordance with the terms and conditions contained therein.

### Acceptance:

Your acceptance of this addendum and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively the entire understanding of the parties with respect to the subject matter contained herein and it shall thereafter become part of the parties' agreement. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is submitted for acceptance within thirty (30) days from the Date Submitted by the ThyssenKrupp Elevator representative indicated below. No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the prior written approval of an authorized ThyssenKrupp Elevator manager.

ThyssenKrupp Elevator Corporation:

By: Kael P. Barnhart  
(Signature of Authorized Individual)

Kael P. Barnhart  
Senior Service Sales Rep  
January 31st, 2014  
(Date Submitted)

3-12-14

Island County

By: [Signature]  
(Signature of Authorized Individual)

JILL JOHNSON  
(Print or Type Name)

CHAIR  
(Print or Type Title)

03/24/14  
(Date of Approval)

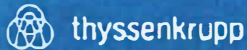
ThyssenKrupp Elevator Corporation:  
Management Approval

By: [Signature]  
(Signature of Authorized Individual)

Todd Felder  
(Print or Type Name)

Branch Manager  
(Print or Type Title)

3/26/14  
(Date of Approval)



## Maintenance Agreement Addendum D

thyssenkrupp Elevator and Island County hereby amend and supplement their duly executed and existing Elevator Maintenance and Phone Monitoring Agreement, for the Contract Numbers and Locations listed below, as set forth in this addendum. This addendum shall be made a part of the existing elevator maintenance agreement, and in the event of conflict with other terms, conditions, purchase orders or contract documents, this addendum shall govern. All terms and conditions set forth in the existing elevator maintenance agreement will remain in full force and effect and apply to this addendum where no conflict exists.

### Term & Effective Date

- Term Length: Sixty (60) Months.
- Effective Date: December 1, 2017

### List of Contract Number(s), Unit Numbers, Locations, Elevator Info and Price

Contract Number	tkE Unit Serial Number	Building Name	Elevator Info	Monthly Price Before WSST
US54706	US130368	Island County Administration Building	One (1) Otis Hydraulic	\$255.84
US54706	US130369	Island County Annex	One (1) tkE Hydraulic	\$255.84
US54706	US130304, 305 & 306	Island County Law & Justice Center	One (1) tkE & Two (2) Dover Hydraulic	\$767.52 (\$255.84/each)
US54706	US130418	Island County Juvenile Detention Center	One (1) Schindler	\$255.84
Total				\$1,535.04

#### Acceptance:

Your acceptance of this addendum and its approval by an authorized manager of thyssenkrupp Elevator will constitute exclusively the entire understanding of the parties with respect to the subject matter contained herein and it shall thereafter become part of the parties' agreement. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict.

thyssenkrupp Elevator Corporation:

By: Kael Barnhart  
(Signature of Authorized Individual)

**Kael P. Barnhart**  
Regional Business Development  
Manager, Pacific Northwest Region

(Date Submitted)  
12/19/2017

Board of County Commissioners  
Island County, Washington

By: EXCUSED  
(Signature of Authorized Individual)

Jill Johnson  
(Print or Type Name)

Chair  
(Print or Type Title)

12/20/17  
(Date of Approval)

Heleen Johnson 12/20/17  
Heleen Johnson, member  
Richard M. Hann 12/26/17  
Richard M. Hann, member

thyssenkrupp Elevator Corporation:  
Management Approval

By: Kael Barnhart  
(Signature of Authorized Individual)

Kael P. Barnhart  
(Print or Type Name)

Regional BDM  
(Print or Type Title)

12/19/2017  
(Date of Approval)



- (D) Sanctions: Any violations of the mandatory provisions of this Contract shall be a material breach of contract for which the contractor may be subject to a requirement of specific performance, or damages and sanctions provided by the contract, by RCW 39.19.090, or by other applicable laws.

**27. Opportunity to Cure Default:**

- (A) Events: In the event that Contractor fails to perform a contractual requirement or materially breaches any term or condition, the County may issue a written or oral notice of default and provide a period of time in which Contractor shall have the opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. The County is not required to allow the Contractor to cure defects if the opportunity for cure is not feasible as determined solely by the County. The County may terminate the Contract for nonperformance, breach or default without allowing the opportunity to cure by the Contractor.
- (B) Remedies: If the nonperformance, breach, or default remains after the Contractor has been provided the opportunity to cure, the County may do one or more of the following:
- (C) Exercise any remedy provided by law
- (D) Terminate this Contract and any related contracts or portions thereof
- (E) Impose liquidated damages
- (F) Suspend Contractor from receiving future Invitations for Bid.
28. **Legal Fees**: The Contractor covenants and agrees that in the event a suit is instituted by the purchaser for any nonperformance, breach, or default on the part of the Contractor, and the Contractor is adjudged by a court of competent jurisdiction, he/she shall pay to the purchaser all costs, expenses expended or incurred by the purchaser in connection therewith, and reasonable attorney's fees.

**29. Force Majeure**

- (A) Definition: Except for payments of sums due, neither party shall be liable to the other or deemed in default under this Contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences.
- (B) Notification: If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such

delay prevented the delayed party from performing in accordance with this Contract.

- (C) Rights Reserved: The County reserves the right to cancel the contract and/or purchase materials, equipment, or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the County.

**Attachment A – List of Equipment and Prices**

Island/Country	Qty	Monthly Price	Start Date
Thyssen Dover	1	\$145.00	8/1/02
Thyssen Dover	1	\$145.00	8/1/02
Thyssen Dover	1	\$145.00	8/1/02
Thyssen US	1	\$145.00	8/1/02
Otis	1	\$145.00	8/1/02
<b>Total</b>	<b>5</b>	<b>\$725.00</b>	

The Jail elevator will be covered for overtime callbacks as follows:

On callbacks outside of normal business hours, we will absorb the worked hours at straight time rates and you will be charged for the overtime premium portion only, excluding travel time - see below under Callbacks.

The elevators will be serviced every other month.

Callbacks:

Due to the distance required for travel to and from the premises, callbacks outside of the normally scheduled service call will be covered as follows:

You agree to pay travel time portal to portal, and we will cover the time spent on-site. This applies for work covered under the terms of this agreement. If the work falls outside the terms of this agreement, it will be billed at our normal billing rates for all time

Annual Price Adjustments: As the costs we incur for providing elevator service increases or decreases annually, we will adjust the price of your service accordingly on an annual basis. We will adjust your quarterly price based on the percentage change in the average rate paid to the elevator examiners. The rate consists of the hourly rate paid to the examiners plus fringe benefits and union welfare granted in place of or in addition to the hourly rate. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness and accident insurance, and hospital insurance

## Scope of Work – Elevator Maintenance Agreement

### DEPENDABLE MAINTENANCE

ThyssenKrupp Elevator will perform the following services:

Examine the elevator equipment for proper operation. Our examination, lubrication, and adjustment will cover the following component groups and related equipment of your elevator system:

- Control and landing positioning systems
- Signal Fixtures
- Machines, drives, motors, governors, sheaves, and ropes
- Power units, pumps, valves, and jacks
- Car and hoistway door operating devices and door protection equipment
- Loadweighers, car frames and platforms, and counterweights
- Safety Mechanisms

Refer to "Other Considerations" section for items not covered.

Lubricate equipment for smooth and efficient performance.

Adjust elevator parts and components to maximize the elevator's performance and safe operation.

Relamp all signals as required (during regular service visits only)

Repair or replace components due to normal wear.

Test equipment as outlined in the American National Safety Standard Safety Code for Elevators and Escalators, ANSI A17.1, current edition as of the date this agreement begins. This includes the required, annual State of Washington L&I Tests that became mandatory as of January 1, 2001.

### BY HIGHLY TRAINED THYSSENKRUPP ELEVATOR PROFESSIONALS

ThyssenKrupp Elevator employed and supervised elevator technicians, who are among the most trusted in the industry, will provide all maintenance courteously and dependably. Our elevator technicians receive ongoing training in general equipment development as well as advancements made to your specific elevators.



**WITH ASSURANCE OF THE THYSSENKRUPP ELEVATOR STANDARD OF QUALITY**

To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with the tools, documentation, and knowledge to troubleshoot your unique system.

Behind our technicians are a team devoted to elevator excellence. Technicians are supported around the clock by a family of engineers and field support experts. Our North American technical support facilities continuously research advancements in the industry and in your equipment.

ThyssenKrupp Elevator maintains a comprehensive parts inventory to support our field operations. Replacement parts are stored throughout North America in ThyssenKrupp Elevator facilities, and are normally available as necessary. Most specialized parts are available within 24 hours, seven days a week. All replacement parts used in your elevators will be new or refurbished to meet the quality standards of ThyssenKrupp Elevator.

**IN A TIMELY AND RESPONSIVE MANNER**

We will visit your elevators on a regularly scheduled basis. These visits will be performed during normal business hours, Monday through Friday, 8:00 AM to 5:00 PM (except for scheduled holidays). We will respond to callbacks during these hours at no extra charge (Except as outlined on previous page as to the limit of one (1) hour of travel time being covered, all travel time in excess of one (1) hour will be billed at our normal rates). Callbacks are defined as minor adjustments or repairs.

Callbacks outside our normal business hours will be billed at standard overtime rates. You agree to pay for travel time of any overtime service.

In the event a problem occurs between visits, our technicians will respond promptly. You can reach us at our local office or you may call our national dispatch network at 800-518-7750. A trained representative will handle your call quickly and professionally.

**EARLY PAYMENT DISCOUNT**

If you pay in advance for twelve (12) months of service on the units covered under this agreement, you may take a 3% discount from the annual price.

**OTHER CONSIDERATIONS**

Items not covered. We do not cover cosmetic, construction, or ancillary components of the elevator system, including finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, ceiling lightbulbs and tubes, main line power switches, breaker(s), feeders to controller, hydraulic elevator jack outer casing, buried piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, communication devices, security systems not installed by us, batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans and all other items set forth and excluded from this agreement.

**OTHER CONDITIONS**

With the passage of time, equipment technology and designs will change. We will not be required to make any changes or recommendations in the existing design or function of the units(s).

We shall not be obligated to service, make renewals or repairs upon equipment by reason of obsolescence, misuse of the equipment, another's negligence, loss of power, blown fuse(s), tripped stop switch(es), theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls, acts of civil or military authorities, strikes, lockouts, acts of God, or any other reason or cause beyond our control. In the event any component of the elevator becomes obsolete or outmoded, or is no longer manufactured by the original equipment manufacturer; it shall be your obligation to replace the obsolete or outmoded component at your expense. We will not be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, any governmental agency or authority, or any third party.

**PRODUCT INFORMATION**

You agree to authorize us to make single copies of any programmable device(s) used in the equipment for the purpose of archival back up of the software embodied therein. These items will remain your property.



**ISLAND COUNTY PLANNING & COMMUNITY DEV.**

**WORK SESSION AGENDA**

**MEETING DATE: 1/17/2024**

**To: Jill Johnson, Chair  
Board of Island County Commissioners**

**From: Mary Engle, Director**

**Amount of time requested for agenda discussion. 60 minutes**

**DIVISION: Long Range Planning**

**Agenda Item No.: 1\_**

**Subject: 2025 Comprehensive Plan – Vision Statement**

**Description:** Long Range staff to lead a review and discussion of the 2016 Comprehensive Plan Vision Statement and associated introduction chapter.

**Attachment: 2016 Vision Statement Excerpt, Kitsap County Vision Statement and Introduction Example, Snohomish County Vision Statement and Introduction Example**

**Request:** *(Check boxes that apply)*

- Move to Consent
- Move to Regular
- None/Informational
- Schedule a Public Hearing
- Signature Request
- Other: \_\_\_\_\_

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

**P.A. Review:** Not Applicable



## Island County Planning and Community Development

Mary Engle, Director

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Physical Address: 1 NE 6<sup>th</sup> St, Coupeville, WA 98239 Mailing Address: 1 NE 7<sup>th</sup> St, Coupeville, WA 98239

Ph: Whidbey 360-679-7339 | Camano 360-387-3443 | Fax: 360-679-7306

Email: [PlanningDept@islandcountywa.gov](mailto:PlanningDept@islandcountywa.gov) | <https://www.islandcountywa.gov/207/Planning-Community-Development>

### ~ MEMORANDUM ~

**TO: Board of County Commissioners**  
**FROM: Mary Engle, Planning Director**  
**DATE: January 8, 2024**  
**SUBJECT: 2025 Comprehensive Plan – Vision Statement**

Long Range Planning staff will lead the Board of Island County Commissioners in a review of the 2016 Comprehensive Plan Vision Statement and Introduction Chapter. Discussion to include what items should be kept, what items should change, and what examples might be used from other jurisdictions.

**Attachments:**

- 2016 Island County Vision Statement and Introduction Chapter Excerpt
- Example: Draft Kitsap County Vision Statement and Introduction
- Example: Draft Snohomish County Vision Statement and Introduction





## Island County Planning and Community Development

Mary Engle, Director

Physical Address: 1 NE 6<sup>th</sup> St, Coupeville, WA 98239 Mailing Address: 1 NE 7<sup>th</sup> St, Coupeville, WA 98239

Ph: Whidbey 360-679-7339 | Camano 360-387-3443 | Fax: 360-679-7306

Email: [PlanningDept@islandcountywa.gov](mailto:PlanningDept@islandcountywa.gov) | <https://www.islandcountywa.gov/207/Planning-Community-Development>

### EXERPT FROM ISLAND COUNTY 2016 COMPREHENSIVE PLAN

## I.III ISLAND COUNTY VISION STATEMENT

Through comprehensive planning, the County will balance the goals of the GMA to ensure that Island County's rural character and natural beauty is protected, while meeting the housing and service needs of both existing and future county residents.

### I.III.I THE FUTURE OF ISLAND COUNTY: A VISION FOR 2036

#### A. Open Space

When traveling through Island County one will see forests, farmlands with crops and livestock, and open space that provides for varied wildlife and flora as well as hiking and biking trails, beach access, and other open spaces for recreation.

#### B. Transportation

A safe transportation system will continue to be improved to first meet the needs of county residents as well as visitors and tourists. Two-lane roads that offer views of forests, farms, fields, snow-capped mountains, and water characterize the transportation system in the rural area.

#### C. Agriculture

Farming plays a very important role in Island County, even though many farms are small in scale. Large or small, throughout both islands, all farms in Island County, including tree farms, have unique value by contributing to the County's rural character as well as contributing to the local and state economy.

#### D. Rural Character

Though it is hard to describe in words, "rural character" is a crucial element of the County's economy and culture – and one of the few things virtually all residents agree is essential to the quality of life here. Rural character not only makes people "feel

## **EXERPT FROM ISLAND COUNTY 2016 COMPREHENSIVE PLAN**

good” about the place where they live and provides a cultural connection to the County’s past – it also has a very clear dollars-and-cents benefit. Rural character (which would not exist without the County’s farms and forests) is the basis for the County’s important tourist industry. It also is very attractive for retirees and for businesses that consider locating here to provide a higher quality of life for their employees.

For all these reasons, it is important as a matter of policy for the County to preserve agriculture, including those on limited acreage, especially in the face of growing pressures for residential and commercial development. Tax incentives, extension programs and “Right-to-Farm” measures help. So too does a regulatory approach that is based on best available science that protects the environment as mandated by the State’s Growth Management Act, but does so in a way that is flexible that give farmers the most options in the management of their lands.

Under zoning standards, only farmland in the agricultural tax program is classified by the County as “commercial.” However, both commercial and non-commercial farming play an important role in preserving the rural character of Island County. Commercial farming is significant to both the character and economy of the County. Noncommercial farming, including raising of livestock, continues to be a wide spread activity of local importance in the rural area of the County, providing a cultural connection to both the historic past and future of Island County.

### **E. Critical Areas**

Standards have been established that protect critical areas, such as wetlands, streams, steep slopes, beaches if designated a critical area, wildlife habitat, and other critical areas. Public funding for open space acquisition has continued. Restoration and enhancement of important ecological features has occurred throughout the County, primarily along shorelines, and low-impact recreation has been added in certain locations for public beaches and forests, hiking trails, and bicycle paths.

### **F. Urban Growth in Urban Areas**

Island County continues to develop strategies and policies achieve more growth in urban growth areas and defined areas of more intensive rural development. Langley and Coupeville

## **EXERPT FROM ISLAND COUNTY 2016 COMPREHENSIVE PLAN**

have maintained their unique small town character and Oak Harbor has accepted the majority of UGA growth in Island County.

Island County has instituted measures which allow for the continuing utilization of existing lots without unnecessary sacrifice of rural character, a strong economy, and environmental protection. Island County's tradition remains evident as new development occurs. Large tracts of land, providing wildlife habitat and assistance with aquifer recharge, surround compact, dispersed settlements. Compact settlements are moderately dense and tend to reduce development pressure in more rural areas, which dominate the landscape while providing connectivity of natural areas for wildlife habitat.

### **G. Housing**

Innovative affordable housing and clustering techniques allow for the efficient placement of services, protection of critical areas, and provide high-quality open space, while not detracting from the County's rural character. Land use and housing policies, including affordable housing density bonuses provide for the development of housing units for that segment of the population which could otherwise be priced out of the County.

### **H. Economy**

The County continues to diversify its economy while Naval Air Station (NAS) Whidbey remains the largest economic engine of the County and light manufacturing has increased as an important economic factor. The County land use controls have successfully expanded job opportunities so that more local residents have the opportunity to live and work in the County. These actions have helped to relieve the pressures in off-island transportation linkages. Island County has become increasingly attractive to low-impact, appropriately scaled manufacturing, professional and service businesses, and craftspeople and artists. New businesses fit easily into both urban and rural lifestyles and provide improved wages, advancement, and career opportunities for our youth.

### **I. Inter-Jurisdictional Planning**

Island County coordinates and cooperates with its incorporated towns and cities, as well as the special purpose districts that serve the County. Regulatory and non-regulatory options and incentives that respect the property rights of owners as well as community needs are balanced.

## EXERPT FROM ISLAND COUNTY 2016 COMPREHENSIVE PLAN

### I.III.II VALUE STATEMENTS

#### A. Allure of the County

Island County's natural beauty and unique character are powerful magnets. Many lifestyles mesh well in a cohesive rural environment. Residents comprise a diversified population representing many nationalities, spanning all age groups. Some residents are from local families have been part of the county for generations, and other residents are relatively new to Island County. Reflecting consistency and change at the same time is part of what makes Island County unique.

#### B. Comprehensive Planning

Through comprehensive planning, Island County has taken measures to manage growth. This will ensure that the quality of life, traditional values, desirable rural lifestyle, and small town character which have created a "feeling of community" throughout Island County for over a hundred years, are protected and maintained for current and future generations.

#### C. Impact of Past Decisions

Many of the options available to Island County have been shaped by the land use decisions made in the 1950s, 60s and 70s. Very few large parcels of land remain in the County. Parcel sizes are mixed, with smaller lots predominating along the shoreline. Most of these small lots are developed. While the County has large areas that are forested and appear undeveloped with an average density less than one person per acre, the average County lot size is less than three acres. Thus, traditional zoning actions (such as large lot zoning) will be ineffectual in preserving rural character.

#### D. Challenge

Planning through the year 2036 poses a significant challenge: containing existing areas of more intensive development, experiencing continuous growth, and attempting to maintain rural character. The overall goals seek to preserve the historic, rural economy and character, protect the environment, conserve critical areas, build a strong modern economy and provide for affordable housing



## **EXERPT FROM ISLAND COUNTY 2016 COMPREHENSIVE PLAN**

- all the while finding a proper balance between government regulations and private property rights.

Rural character is one of Island County's most valued assets, providing diversity, a sense of community, and the quality of life desired by many island residents. Longtime residents and newcomers agree that a slow-paced, rural character has attracted and kept them here. Rural lifestyles provide privacy and individuality, allow people to set their own pace, bring people closer to nature and their neighbors, and offer the opportunity for family development in a safe environment. Many of the families who own and manage the county's farms and forest properties hope to see their livelihoods continue for generations to come, but view certain development regulations as an interference to their continued way of life.

## Land Acknowledgement

Kitsap County is located on 396 square miles of land within the ancestral territory of the suq̓'abs̓ "People of Clear Salt Water" (Suquamish Tribe) and the Nux Sklai Yem "the Strong People" (Port Gamble S'Klallam Tribe). The Suquamish people live in harmony with the lands and waterways along Washington's Central Salish Sea as they have for thousands of years. The Port Gamble S'Klallam people are the descendants of the Salish people who have been well established in the Puget Sound basin and surrounding areas since 2400 B.C. In Kitsap County, the Suquamish and the Port Gamble S'Klallam people live on and protect the land and waters of their ancestors for future generations as guaranteed by the Point Elliot Treaty of 1855. In addition, the Treaty of Point No Point of 1855 ensures that the Jamestown S'Klallam, Skokomish, and Chimakum People maintain their hunting, fishing, and gathering rights on "usual and accustomed" grounds which include land and waterways within Kitsap County. With a deep historical connection and legacy of respect for the land and natural resources, these Tribal nations enrich Kitsap County through environmental stewardship, cultural heritage, and economic development, as well as collaboration with local governments to shape Kitsap County's future.

### Kitsap County Mission

Kitsap County government exists to protect and promote the safety, health, and welfare of our residents in an efficient, accessible, equitable, and effective manner.

### Kitsap County Vision Statement

**Effective and Efficient County Services** - County government continuously assesses its purpose, promotes and rewards innovation and improvement, fosters employee development, and uses effective methods and technologies to produce significant positive results and lasting benefits for all residents.

**Responsible, Thriving Local Economy** - A well-educated workforce and strategic investment in county infrastructure prompt businesses to expand or locate in Kitsap County, creating well-paying jobs for all, the ability to live and work in one's community, and enhancing our quality of life.

**Inclusive and Equitable Government** - County government conducts all activities in a manner that encourages community member involvement, enhances public trust through equitable and comprehensive outreach, and promotes understanding of our diverse communities.

**Safe and Healthy Communities** - People are protected and secure, have a connected sense of community, care about their neighborhoods, and are proud of where they live, work, shop, and play.

**Protected and Respected Natural Resources and Systems** - Education, land use planning, and coordinated efforts assure that the ecosystems, the forests, clean air, and water, that Kitsap is known for are protected and sustained for the benefit of current and future generations and natural systems.

## Introduction

The Washington State Growth Management Act (GMA) requires cities and counties to update their Comprehensive Plans every ten years. The Kitsap County Comprehensive Plan 2024-2044 (“Comp Plan”) serves as the policy document that helps guide decisions on services for a wide range of critical County programs, such as building roads, ensuring land for housing is available, and protecting the environment.

The Comp Plan is released concurrently with the Environmental Impact Statement (EIS) and the Capital Facilities Plan (CFP). This document includes the intent, background information, existing conditions, and various goals, policies, and strategies for the following eight elements: Land Use, Economic Development, Environment, Housing, Transportation, Parks, Recreation and Open Space, Capital Facilities and Utilities, and Climate Change. The Comp Plan elements are organized and presented in the following manner:

- **Vision:** Provides an overview and description of the element and its relation to the Comp Plan.
- **Intent:** Explains how the element fits into the Comp Plan and why the element is important.
- **GMA Goals/Requirements:** Indicates the policy directives on how growth management planning will occur. These requirements establish overarching practices and explain the section’s importance to planning Kitsap County’s future. This section supports the goals and policies.
- **Relationship to Other Elements:** Demonstrates how the elements are interconnected, dependent, and supportive of one another.
- **Background Information/Existing Conditions:** Provides the foundational context necessary to develop an understanding of where the County has been and where it is currently, to appreciate where the County is intending to go.
- **Key Terms:** Uncommon terms or phrases used within the element.
- **Goals and Policies:** Goals provide guidance to the County for the desired accomplishments within the element, while policies direct how these goals may be accomplished.
- **Strategies for Implementation:** Strategies are descriptions of how and when certain actions will be prioritized. Many strategies are tied with budget decisions and other annual program plans. Strategies from non-County plans may be considered, adopted, or not implemented dependent on priorities and available resources.

The Comprehensive Plan emphasizes growth and future development in a sustainable manner. Kitsap County Leadership and staff use an inclusive and equitable approach to planning and decision-making that aims to balance housing needs, employment opportunities, transportation enhancements, and the protection of the natural environment. The Comp Plan demonstrates the County’s deep commitment to maintaining and restoring ecosystems via habitat conservation, restoration of waterways, and reduction of greenhouse gas emissions. The Comp Plan establishes requirements that support and encourage a healthy environment, affordable living, and ample resources that are attainable and sustainable for residents now and in the future. The Comp Plan was updated based on residential and employment targets that align with the regional growth strategy (VISION 2050) provided by the Puget Sound Regional

Council (PSRC). The Comp Plan addresses each of the important policy areas presented in VISION 2050, such as:

- Provide opportunities for all.
- Increase housing choices and affordability.
- Sustain a strong economy.
- Significantly reduce greenhouse gas emissions.
- Keep the region moving.
- Restore the health of the Puget Sound.
- Protect a network of open spaces.
- Grow in centers and near transit.
- Act collaboratively and support local efforts.

Climate change is a new, but key, focus area for the Comprehensive Plan 2024-2044. The Climate Change element takes a proactive approach to addressing impacts on infrastructure and natural systems, while increasing the County's resiliency by reducing greenhouse gas emissions and advancing environmental justice. The Comp Plan encourages environmental protection through the lens that the environment is an asset and promotes environmentally sound development methods, such as low-impact landscaping and green building. The Comp Plan encourages compact urban development and includes design guidelines for mixed-use and transit-oriented development, while also prioritizing funding and investments to the Silverdale Regional Center.

The Housing element is committed to increasing and expanding housing production at all income levels to meet the diverse needs of current and future residents. The Economic Development element strives for increased employment opportunities, attracting new businesses, and maximizing local resources to positively affect the residents within Kitsap County. The Transportation element directly recognizes the importance of cleaner and more sustainable mobility, neighborhoods less dependent on cars, and supports complete streets. Kitsap County supports important transportation lines with coordinated transportation planning via partnerships with cities and neighboring counties, including, but not limited to, level-of-service standards and concurrency provisions. The Parks, Recreation, and Open Space element prioritizes recreational opportunities for all residents while preserving natural resources and providing stewardship. The Capital Facilities and Utilities element provides a framework for public services and facilities to be monitored, maintained, and enhanced to meet the County's level of service standards, as well as forecast future needs for unincorporated Kitsap County.

Throughout each element of the Comp Plan, special attention was paid to the diversity and equity implications of the goals, policies, and strategies to ensure that all residents within Kitsap County benefit from the intentions set forth. There is a special focus on purposeful and inclusive outreach for public engagement and involvement. The Comprehensive Plan 2024-2044 strives for an equitable distribution of county resources and opportunities for all residents who work, live, play, or visit Kitsap County.

NOTE: The goals and policies included in this draft document apply to all alternatives unless otherwise noted as alternative specific.



# Introduction

The Snohomish County Growth Management Act (GMA) Comprehensive Plan (“Plan”) provides policy direction for ongoing and future county planning efforts and development regulations. This direction comes from the County’s Vision Statement; the goals, objectives, and policies; the level of service and other programming; and maps such as the Future Land Use Map (FLUM). The goals, objectives, policies, programs, and associated maps serve as a set of blueprints to guide growth, preservation, and development in Snohomish County over a 20-year planning period. The planning horizon for the Plan is between 2024 and 2044.

The County is required to comprehensively review and update the Plan as needed every 10 years per the GMA (chapter 36.70A RCW). It is essential to update the Plan periodically to integrate the state’s forecasted population and employment growth, and any changes to state law.

This introduction lays out the County’s Vision Statement, provides a general overview of the Plan, describes several shifts that have occurred since the last update in 2015, and discusses trends expected for future growth in the county. Analysis of these shifts and trends provides insight into the background and context related to the development of the Plan.

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## A VISION FOR SNOHOMISH COUNTY

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Snohomish County’s Vision is an aspirational statement of where the county wants to be in 2044. It unites the many elements of the Plan and will guide the county over the 20-year planning horizon. Each element discusses the Vision and how the goals, objectives, policies, and other programs within the element will help bring the county closer to realizing the vision. It is also a tool for government leaders to consider when they make decisions today. If decision makers understand where the county wants to be in 2044, they can review each major decision through that lens to determine if it will help or hinder the county’s efforts to move closer to that future.



### **Snohomish County's Vision for 2044**

We're all in this together. In 2044 Snohomish County is a resilient, vibrant, and inclusive place to live with a high-quality of life where all residents can thrive.

In 2044...

**Community:** The County has a range of healthy, safe, and affordable housing options for all economic segments of the population and in all stages of life. Communities around light rail stations and high-capacity transit service have flourished. Neighborhoods have access to local markets, businesses, healthcare, and recreational opportunities. Displacement from development pressure is minimized to ensure that businesses and affordable housing options remain in communities. Rural areas maintain their rural character with rural businesses and services that support local needs while being stewards of the natural environment.

**Growth, Livability, and Equity:** The County has focused the majority of growth in urban areas while protecting rural, resource, and open areas. All residents in urban and rural areas can attain resources and opportunities to improve their quality of life and reach their full potential. The county is a welcoming and inclusive place to work, live, and recreate. Health and wellbeing are priorities, and the community has vibrant arts, music, and diverse cultures throughout.

**Natural Environment:** The County values its beautiful landscapes and fiercely protects the natural environment for its ecosystem services, recreational opportunities, and habitat. There are many connected greenways, open spaces, and wildlife corridors throughout the county providing habitat, flood mitigation, and tree canopy. Regional and neighborhood parks, trails, and open spaces offer recreational opportunities that are accessible and inclusive to all.

**Resilience and Conservation:** Communities are resilient to the changing climate. Special efforts continue to support our most vulnerable populations. The regional greenhouse gas (GHG) reduction target is being met and the County has implemented transportation and building practices that conserve resources and promote healthy living. The County is well-prepared to respond to natural disasters and emergency events to keep communities safe.

**Transportation and Mobility:** People and goods move reliably, efficiently, and effectively throughout the county. There is a well-planned interconnected transportation network for all users, including walkers, bicyclists, transit riders, and drivers. Public transportation is well-



integrated into the transportation system and offers affordable and useful transportation options.

**Economy:** The County has a strong and diversified economy that provides ample, living wage local employment. Snohomish County's economy is anchored in part by its commercial and industrial centers, tourism, robust agricultural enterprises, and investments in aerospace, green building, and alternative energy businesses. The airports, ports, and educational institutions maintain a critical role in ensuring the county's economic strength. The County continues to be a leader in emerging trends in employment and evolving business models.

**Infrastructure and Services:** The County is served by well-maintained efficient, and coordinated public infrastructure systems and services, including roadways, schools, energy, water, wastewater treatment, and broadband service. Long-range plans consider our changing environment and advances in technology. Social services are easily accessible and provide resources and support ensuring basic needs are met with assistance to develop human potential.

## **HOW THE VISION STATEMENT GUIDES THE COMPREHENSIVE PLAN**

The Snohomish County Vision Statement reflects the values and aspirations of community members, is grounded in an understanding of current conditions, and is informed by the regional vision - VISION 2050 - and Countywide Planning Policies (CPPs). The County synthesized input from the public, elected officials, and other local and regional bodies into one aspirational Vision Statement and seven guiding principles. Public participation during the visioning process, and throughout the entire update process for the Plan, focused on engagement with a diversity of community members, and especially with historically and currently marginalized communities.

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## **PLANNING UNDER THE GROWTH MANAGEMENT ACT**

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### **BALANCING PRIORITIES**

The GMA requires jurisdictions to consider 14 goals within RCW 36.70A.020 and RCW 36.70A.480 to help guide the development and adoption of comprehensive plans and development regulations (see Table 1). The goals are not listed in order of priority, and it is up

to Snohomish County to balance these goals within the Plan. The Plan addresses each of the GMA goals and applies them to unincorporated Snohomish County in a balanced manner.

**Table 1. GMA Planning Goals (RCW 36.70A.020 and RCW 36.70A.480)<sup>1</sup>**

<ul style="list-style-type: none"> <li>• <u>Concentrated urban growth</u></li> <li>• <u>Sprawl reduction</u></li> <li>• <u>Regional transportation</u></li> <li>• <u>Affordable housing</u></li> <li>• <u>Economic development</u></li> </ul>	<ul style="list-style-type: none"> <li>• <u>Property rights</u></li> <li>• <u>Permit processing</u></li> <li>• <u>Natural resource industries</u></li> <li>• <u>Open space and recreation</u></li> <li>• <u>Environmental protection</u></li> </ul>	<ul style="list-style-type: none"> <li>• <u>Early and continuous public participation</u></li> <li>• <u>Public facilities and services</u></li> <li>• <u>Historic preservation</u></li> <li>• <u>Shoreline management</u></li> </ul>
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Planning is not a zero-sum game. For instance, if affordable housing is incentivized in certain locations to fulfill GMA goals around housing, urban growth, and reducing sprawl, this is not necessarily at the expense of GMA goals surrounding the protection of the environment and open space. Housing and the environment are not always at odds because, for example, open space can be designed into developments that provide recreational opportunities as well as habitat for wildlife. Further, focusing growth within already developed urban areas can protect existing resource areas from conversion, and reduce the need for expansion of infrastructure for transportation and utility networks. However, planning does sometimes require trade-offs. The aim is to find a way to balance these goals by mitigating potential negative impacts and spreading positive results equitably.

## **PLANNING TOGETHER**

The first Snohomish County Comprehensive Plan was adopted in 1995, and the last major update occurred in 2015. Updates to the Plan are essential to accommodate projected growth, remain in compliance with the GMA, and incorporate changes to other state, regional, or local policies.

The Plan meets the requirements of a GMA comprehensive plan from chapter 36.70A RCW. The Plan includes the mandatory elements as well as optional elements that work together to guide population and employment growth for Snohomish County, and each element addresses specific GMA requirements for a local comprehensive plan.

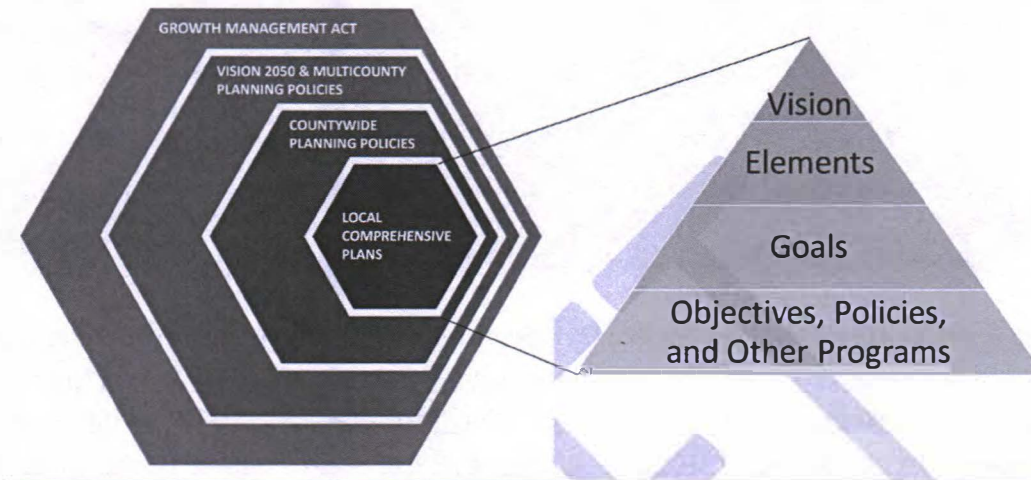
The Plan also implements the general policy guidance of the multicounty planning policies (MPPs) and Countywide Planning Policies (CPPs) that represent regional and countywide priorities. The MPPs are found within VISION 2050, adopted by the Puget Sound Regional

<sup>1</sup> Table adapted from “Growth Management Act.” *Municipal Research and Services Center of Washington*. February 28, 2023, <https://mrsc.org/explore-topics/planning/general-planning-and-growth-management/growth-management-act>



Council (PSRC), and the CPPs are guided by Snohomish County Tomorrow (SCT) and adopted by County Council.

**Figure 1. Placing the Comprehensive Plan within the state and regional context**



The Regional Growth Strategy (RGS) in VISION 2050 outlines a strategic framework for accommodating future population and employment growth in the four-county region of Snohomish, King, Pierce, and Kitsap by shifting the geographic distribution of future growth, especially population, towards urban areas and away from rural areas. The RGS is reflected in the various elements of the Plan such as Population and Employment, Transportation, Land Use, and the Urban Core Subarea Plan Elements. There is also a new focus within VISION 2050 on social equity and addressing climate change, and this new emphasis was carried forward into the CPPs, as well as the Plan as described below within *Planning for Growth*.

The CPPs are policy statements that establish a countywide framework from which county and city comprehensive plans are developed. Original adoption of the CPPs was in 1993 and there have been several amendments since that time to meet changing GMA requirements, address new city and county ideas, and align with regional policy such as VISION 2050. The Plan is consistent with both the MPPs and CPPs.

The Plan also strives for consistency with the plans of adjacent jurisdictions as discussed within the Interjurisdictional Coordination Element as well as the new Tribal Coordination Element. As many cities have not completed their own updates at the time of county Plan consideration and adoption, a reconciliation process as described in the CPPs is possible.

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## PLANNING FOR GROWTH

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The Plan is composed of 12 elements that together meet the requirements of a GMA comprehensive plan and guide population and employment growth for the county.<sup>2</sup> The 12 elements include:

- Population and Employment,
- Land Use,
- Housing,
- Transportation,
- Parks and Recreation,
- Capital Facilities and Utilities,
- Economic Development,
- Natural Environment,
- Interjurisdictional Coordination,
- Climate Change,
- Urban Core Subarea Plan, and
- Tribal Coordination.

Like the GMA goals, the elements are not in priority order, and they are interrelated. An effective transportation system, for example, must consider other factors such as housing and economic development.

Each element is composed of goals, objectives, and policies. Goals speak to broad desired outcomes for the element based on the Vision for the county. The goals are further clarified with more specific objectives that once implemented will help achieve the goal. Policies are actions the County will take to implement the objectives and, by extension, the goals and Vision. The policies provide specific direction for planning processes and decision-making within the county. The Transportation, Parks and Recreation, and Capital Facilities and Utilities Elements also include specific plans, programs, inventories, forecasted needs, level of service requirements, and project lists. These three elements are different because they discuss infrastructure, both county and publicly owned, that is essential for a high quality of life as well as future growth. To effectively manage existing infrastructure and plan for the future, it is necessary to understand what currently exists, what needs repair, what will be needed in the

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<sup>2</sup> The 2015 Plan consisted of five components each located in separate volumes. These included the General Policy Plan (GPP), Transportation Element, Capital Facilities Plan, Capital Improvement Program, and the Parks and Recreation Element. The GPP included the elements of population and employment, land use, housing, transportation, parks and recreation, capital facilities, utilities, economic development, natural environment, and interjurisdictional coordination. The GPP also included the Future Land Use Map (FLUM) and other supporting maps. Within the 2024 Plan, all elements that were previously within the GPP, as well as the other previously separate components of the Plan, are incorporated into one comprehensive plan document as elements.

future, and how those projects will be prioritized and paid for moving forward. In this way, the Plan includes policies to inform future decision making as well as more immediate actions.

Social equity is an overarching theme present in each element because of policy changes at the state, regional, and countywide level in addition to public interest. Social equity is not a new concept, although it has a more substantial and overt role in the Plan to help move the County towards its Vision, represent the people of Snohomish County, and plan for an inclusive and accessible future necessary for our diverse county to thrive. Other themes such as climate change, housing affordability, and mobility are also discussed in multiple elements, although they are primarily focused on in the Climate Change and Resiliency, Housing, Transportation, and Urban Core Subarea Plan Elements.

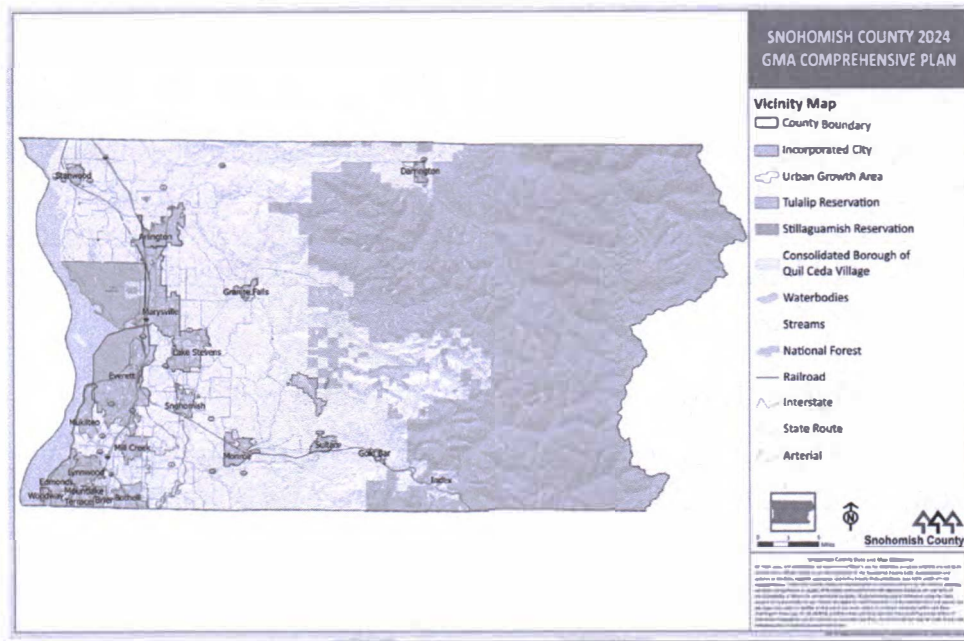
Each element focuses on a specific topic, although there is cross-over between elements. This is true in particular for the Urban Core Subarea Plan Element that concentrates on a specific geographic area, and includes goals, objectives, and policies to form a planning framework for future growth there that encompasses housing, economic development, climate change, the natural environment, parks, and transportation. There is not duplication between elements where there is cross-over, although the Urban Core Subarea Plan Element is nested within those other elements with information focused on the geographic area. More information about the Urban Core Subarea Plan, and other areas of relationship in the Plan can be found in the specific narratives for each element.

## **FORECASTED GROWTH**

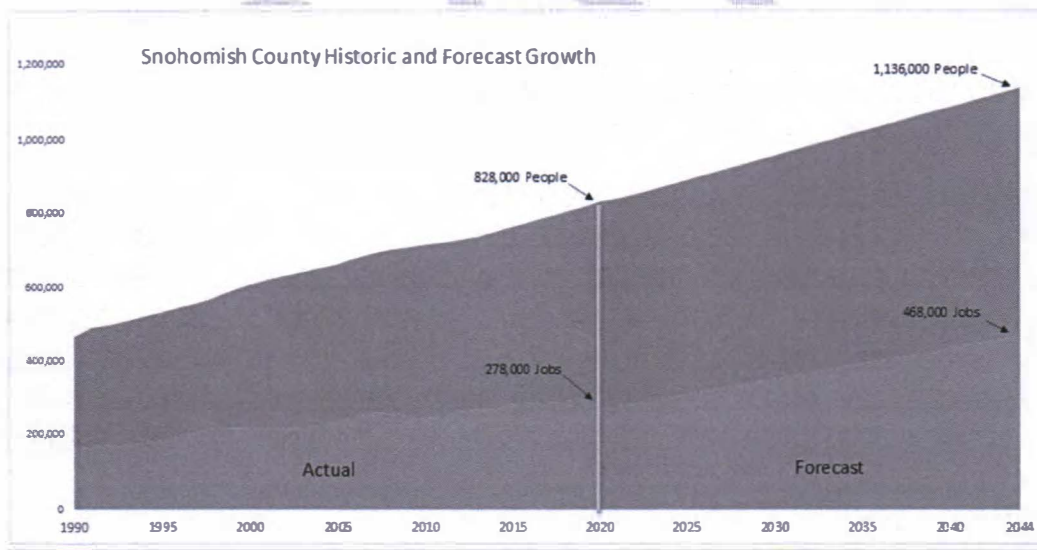
Snohomish County is 2,090 square miles in size and the 2020 population was 828,000 people. The County's Plan must plan for the current population as well as those forecasted to be here in 2044. Forecasting future growth is tricky as many factors impact migration and natural increase through births. Some of the factors include where jobs are available and if individuals can work remotely or need to commute to work; the price of housing; the location of neighborhood amenities; climate change, weather patterns, and natural disasters; urban versus rural preferences; and much, much more.



**Figure 2. Map of Snohomish County**



**Figure 3. Snohomish County Population and Employment history and forecasts utilizing PSRC data.**



Despite the potential variability, the Plan must look toward the future utilizing the best available information to plan in a responsible, equitable, and orderly fashion. As displayed in Figure 3, the forecasted total population for Snohomish County in 2044 is 1,136,000 people, and the forecasted employment is 468,000 jobs. This represents a potential increase of 308,000 people and 190,000 jobs between 2020 and 2044. Each element of the Plan aims to address this forecasted growth.



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## A MOMENT IN TIME

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A lot has happened within Snohomish County and the rest of the world since the last major update of the Plan in 2015. The full influence of each change is not fully understood yet, although these changes have impacted how the County plans. Some of the major shifts the county experienced are described below to provide context for factors that shaped the development of the Plan. Throughout the shifts and changes, the County's planning efforts that began in 2018 were informed by listening to the community, and utilizing forecasts and professional expertise.

### COVID-19 PANDEMIC

As the development of the 2024 Plan began, the county and world entered the COVID-19 pandemic that upended people's lives in big and small ways. As of February 2023, 1,436 individuals have died due to COVID-19 in Snohomish County, 15,531 have died in Washington State,<sup>3</sup> and over 1.1 million people have passed away because of this pandemic in the United States.<sup>4</sup> This health disaster has also impacted the economy, transportation systems, and how people think about their homes, public services, and open spaces. The U.S. Census reports that in 2019, 6 percent of Snohomish County residents worked remotely, and by 2021 that percentage had increased to 24.6 percent.<sup>5</sup> This represents a 302 percent increase in people working from home in Snohomish County in just 2 years. This increase in remote work decreased the demand on transportation systems, although traffic volumes in Snohomish County do appear to be returning since the height of COVID-19. It is unclear if this represents a stable trend or a short-term blip because of limited data.

It is too soon to know what the lasting impacts of COVID-19 will be, although it is clear that the pandemic amplified existing inequities. For instance, statistics from the Centers for Disease Control and Prevention (CDC) indicate that American Indian or Alaska Native, Non-Hispanic persons are 1.6 times more likely to get COVID-19, 2.5 times more likely to be hospitalized, and 2.0 times more likely to die from COVID-19 than a white, non-Hispanic person.<sup>6</sup> The United Nations also notes that COVID-19 "is particularly detrimental to members of those social groups in the most vulnerable situations, ... including people living in poverty situations, older persons,

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<sup>3</sup> "COVID-19 Data Dashboard." *Washington State Department of Health*. February 22, 2023, <https://doh.wa.gov/emergencies/covid-19/data-dashboard>

<sup>4</sup> "Trends in Number of COVID-19 Cases and Deaths in the US Reported to CDC, by State/Territory." *Centers for Disease Control and Prevention*. February 28, 2023, [https://covid.cdc.gov/covid-data-tracker/#trends\\_totaldeaths\\_select\\_00](https://covid.cdc.gov/covid-data-tracker/#trends_totaldeaths_select_00)

<sup>5</sup> "DP03 Selected Economic Characteristics, 2021: ACS 1-Year Estimates Data Profiles." *United States Census Bureau*. February 28, 2023, <https://data.census.gov/table?q=employment+status&g=0500000US53061&tid=ACSDP1Y2021.DP03>.

<sup>6</sup> "Risk for COVID-19 Infection, Hospitalization, and Death by Race/Ethnicity." *Centers for Disease Control and Prevention*. December 28, 2022, <https://www.cdc.gov/coronavirus/2019-ncov/covid-data/investigations-discovery/hospitalization-death-by-race-ethnicity.html>.

persons with disabilities, youth, and indigenous peoples. Early evidence indicates that the health and economic impacts of the virus are being borne disproportionately by poor people. For example, homeless people, because they may be unable to safely shelter in place, are highly exposed to the danger of the virus.”<sup>7</sup> COVID-19 has also changed the way we do business, think about public safety and health, and participate in community events.

Consideration of COVID-19 impacts is incorporated into the Plan in several ways, from amendments to existing policies within the Transportation Element, to the addition of new broadband policies in the Capital Facilities and Utilities Element. COVID-19 also affected public participation for the Plan. While staff were unable to do as many in-person public meetings as in past updates when work on the Plan began, staff could focus more heavily on online and virtual engagement. Virtual engagement can be more inclusive as it does not require residents to travel from their homes. Overall, staff created in person, virtual, and hybrid opportunities to engage with the Plan update process.

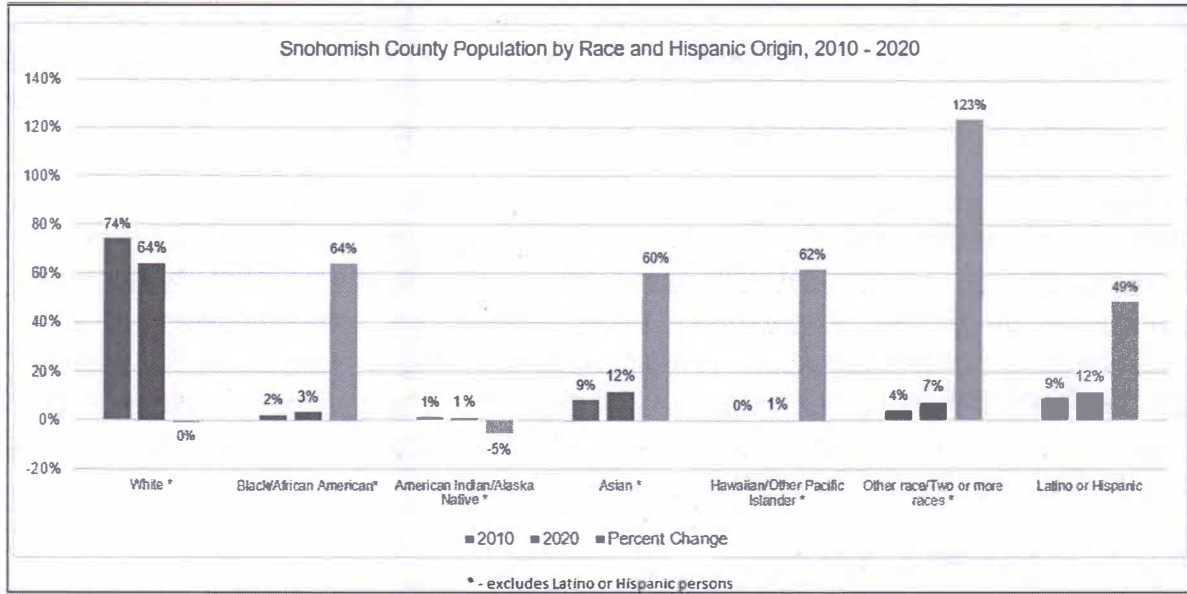
## **DEMOGRAPHIC SHIFTS**

Between 2010 and 2020, the population of Snohomish County increased by 17 percent and the demographics indicate that the county became more diverse. More specifically, the White population decreased from 74 to 64 percent of the overall county population between 2010 and 2020, whereas the population of Black or African American residents in the county increased by 64 percent, the percentage of Asian residents increased by 60 percent, Native Hawaiian and Other Pacific Islander residents increased by 62 percent, and the Latino or Hispanic residents increased by 49 percent (see Figure 4). The biggest increase was in the category of residents identifying as two or more races, which increased by 123 percent between 2010 and 2020. The percentage of residents identifying as American Indian and Alaska Native decreased by 5 percent between 2010 and 2020.

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<sup>7</sup> “Everyone Included: Social Impact of COVID-19.” *United Nations*. February 28, 2023, <https://www.un.org/development/desa/dspd/everyone-included-covid-19.html>.

**Figure 4. Snohomish County population by race and Hispanic origin, Census 2020.<sup>8</sup>**



As the County plans for the next 20 years, it is expected that the population will continue to increase and to diversify. The goals, objectives, policies, and programs within the Plan are inclusive and create a safe place for its increasingly diverse population, workforce, and visitors. Further, the Plan includes a Tribal Coordination Element that focuses on ways the county will coordinate with the Tribes present in the county.

Planning decisions have historically upheld and instituted social and racial inequities. The elements of the Plan each address equity within their goals, objectives, and policies, and part of the Plan’s Vision includes that the county is an inclusive place to live where all can thrive. The County will plan for all residents, workers, and visitors and is committed to equitably and meaningfully engage and plan with Black, Indigenous, and people of color (BIPOC) as well as other historically and currently marginalized communities, such as veterans, seniors, youth, immigrants and refugees, people with low income, and people living with disabilities. The definition of equity utilized in the Plan comes from the CPPs:

All people can attain the resources and opportunities that improve their quality of life and enable them to reach full potential. Those affected by poverty, communities of color, and historically and currently marginalized communities are engaged in decision-making processes, planning, and policy making.

<sup>8</sup> “2020 and 2010 Census Redistricting Data (Public Law 94-171) Summary File.” U.S. Census Bureau. September 16, 2021, <https://www.census.gov/programs-surveys/decennial-census/about/rdo/summary-files.2020.html#list-tab-ZZWKJDURNFSGBG03L8>.



## **ECONOMIC SHIFTS**

In addition to a global pandemic and demographic shifts in the county, there have also been economic changes. In particular, the Paine Field Passenger Terminal was finalized in 2018 and according to the airport, supports “158,227 jobs and has a total economic impact/business revenue of \$59.9 billion annually.”<sup>9</sup> This new, privately-owned passenger terminal is bringing awareness, travelers, jobs, and traffic to Snohomish County. In 2019 another large potential employment area was added to the county. The Cascade Industrial Center (CIC) received its official designation as a Manufacturing and Industrial Center (MIC) by the PSRC.<sup>10</sup> The CIC is located within the cities of Arlington and Marysville and according to the City of Arlington, “includes just over 4,000 acres of manufacturing and industrial zoned land with more than 1,700 developable acres...the CIC supports a wide range of mechanized and technology-driven industries due to its distinctive and abundantly qualified advanced manufacturing workforce, smart manufacturing practices, and access to emerging platform technologies offered via a concentration of mechanical engineering, instrumentation and fabrication experts. We expect to add 20,000 more family-wage jobs in the CIC over the next decade, helping residents work close to home and boosting our local economy.”<sup>11</sup> The Plan examines these economic drivers within the Economic Development, Interjurisdictional Coordination, Transportation, and Land Use Elements.

## **HOUSING SHIFTS**

Access to safe and affordable housing is fundamental to the success of our communities, and Snohomish County is in an affordability crisis. The median home price in the County increased by 117 percent between 2000 and 2021, whereas the median household income only increased by 9 percent. One major contributor to the rising cost of housing in Snohomish County is a shortage in supply. The PSRC estimates that the region (Snohomish, King, Kitsap, and Pierce counties) currently needs an additional 50,000 homes, and that by 2050 Snohomish County alone will have a deficit of 187,000 homes if the county does not plan for an increased supply of housing. The Housing and Land Use Elements aim to address the affordability crisis by incentivizing a wide variety of housing types and densities in the urban areas.

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## **A LIVING PLAN**

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An effective comprehensive plan cannot be a static document. It must be a dynamic guide to the future, a living document that the county monitors and refines in response to changing circumstances and events. Adjustments and refinements over the coming years may be needed

<sup>9</sup> “By the numbers.” *Paine Field Airport*. February 28, 2023, <https://www.painefieldmasterplan.com/>.

<sup>10</sup> “Cascade Manufacturing Industrial Center designated by PSRC.” *Puget Sound Regional Council*. July 1, 2019, <https://www.psrc.org/about-us/media-hub/cascade-manufacturing-industrial-center-designated-psrc>.

<sup>11</sup> “Cascade Industrial Center.” *City of Arlington*. February 28, 2023, <https://www.arlingtonwa.gov/575/Cascade-Industrial-Center>



to respond to changes in the GMA, new decisions from the Growth Management Hearings Board and courts, direction from policy makers, and input from the public.

The docketing process ensures that the general public – as well as the county itself – has a regular opportunity to propose plan amendments for formal consideration.

The Plan provides policy direction to decision makers utilizing the best available information to help the county move toward its Vision for 2044. The goals, objectives, policies, and other programs of the 12 elements serve as a set of blueprints to guide growth, preservation, and development in Snohomish County over a 20-year planning period.

DRAFT



**ISLAND COUNTY PUBLIC HEALTH**

**WORK SESSION AGENDA**

**MEETING DATE: 1/17/2024**

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**To: Jill Johnson, Chair**  
**Board of Island County Commissioners**

**From: Shawn Morris, Director**

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**Amount of time requested for agenda discussion. 30 minutes**

**DIVISION: Health Administration**

**Agenda Item No.: 1**

**Subject: Interlocal Agreement for Acting Health Officer Coverage Between Washington State Department of Health and Island County**

**Description:** Review Health Officer agreement with WA Dept of Health to allow DOH Regional Health Officer to provide back-up services to Island County when requested. No funding component.

**Attachment: Contract and Executive Summary**

**Request:** *(Check boxes that apply)*

- |   |  |
|---|--|
| <input type="checkbox"/> Move to Consent    | <input type="checkbox"/> Move to Regular   |
| <input type="checkbox"/> None/Informational | <input type="checkbox"/> Schedule a Public Hearing                                   |
| <input type="checkbox"/> Signature Request  | <input checked="" type="checkbox"/> Other: <u>Accept to upcoming Board of Health</u> |

**IT Review:** Not Applicable

**Budget Review:** Complete

**P.A. Review:** Complete

*(Continued on next page)*

**DIVISION: Health Administration**

**Agenda Item No.: 2**

**Subject:** Consolidated Contract Amendment No. 17 with Washington State Department of Health for Public Health Infrastructure, WIC Nutrition Program, and COVID-19 Program. Contract No.; CLH31021 (17); Amount: \$420,751

**Description:** Review and discuss Consolidated Contract CLH31012 Amendment No. 17 with the Washington State Department of Health and request to move item to the next available consent agenda. Please see Executive Summary for contract overview.

**Attachment:** Contract and Executive Summary

**Request:** *(Check boxes that apply)*

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular           |
| <input type="checkbox"/> None/Informational         | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request          | <input type="checkbox"/> Other: _____              |

**IT Review:** Not Applicable

**Budget Review:** In process

**P.A. Review:** In process

**DIVISION: Environmental**

**Agenda Item No.: 3**

**Subject:** Wastewater Proviso Agreement with Sound Development Group, L.L.C.

**Description:** Review interagency agreement with Sound Development Group, L.L.C., to provide comprehensive project management for the Island County Wastewater Proviso project outlined in Contract No. CLH31012 Amendment 16 with the Washington State Department of Health. See Executive Summary for additional information.

**Attachment:** Contract and Executive Summary

**Request:** *(Check boxes that apply)*

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular           |
| <input type="checkbox"/> None/Informational         | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request          | <input type="checkbox"/> Other: _____              |

**IT Review:** Not Applicable

**Budget Review:** In process

**P.A. Review:** In process

**Interlocal Agreement for Acting Health Officer Coverage  
Between Washington State Department of Health (DOH) and Island County**  
- Executive Summary -  
*January 17<sup>th</sup> BOCC Work Session*

<b>Summary</b>	The proposed interlocal agreement allows a DOH Health Officer to provide back-up coverage when our Health Officer is out of office or unable to fulfill responsibilities. Historically, WA DOH has provided back-up coverage for periods of local Health Officer absence and this agreement formalizes this approach. There is a greater capacity to support intermittent coverage with the expansion of Regional DOH Health Officers.
<b>Policy Context</b>	If approved, the local Board of County Commissioners will review and approve specific requests for coverage, which will then be reviewed by DOH. Island County retains discretion as to when these services should be utilized. If Island County requests Regional Health Officer coverage and the request is approved by DOH, the designated interim Health Officer will have the same duties, powers, and authority as a regularly appointed local Health Officer, in accordance with applicable laws and under the direction of the local Board of Health and the Public Health Director. Entering this agreement requires indemnification, hold harmless, and liability insurance provision to the interim officer for the appointment period.
<b>Fiscal Impact</b>	The cost of liability insurance provision is the required expense for entering into this agreement. Island County is not required to provide salary compensation or benefits for the position. There are a range of potential costs and liabilities for operating without a Health Officer in place, considering oversight is required for continuous EPH and Community Health service delivery.
<b>Community Impact</b>	For continuous service delivery, having an appointed Health Officer who can fulfill all required job duties is essential. Our Health Officer provides regulator authority to continue a range of service delivery, including onsite permitting, onsite enforcement, communicable disease investigation, and tuberculosis management.
<b>Recommendations</b>	<b>Overall Recommendation:</b> Accept interlocal agreement for acting Health Officer at upcoming Board of Health meeting based on the outlined factors.



INTERLOCAL AGREEMENT FOR ACTING HEALTH OFFICER COVERAGE BETWEEN  
WASHINGTON STATE DEPARTMENT OF HEALTH  
AND ISLAND COUNTY

Agreement made by and between Washington State Department of Health (“Department”) and Island County Public Health (“LHJ”) pursuant to RCW 39.34.080.

WHEREAS, there may be periods when the position of Local Health Officer (“LHO”) for the LHJ is vacant or the incumbent LHO may be absent or incapacitated and unable to fulfill the responsibilities of the LHO, and it is imperative that the responsibilities of the LHO that require timely public health action be fulfilled for the LHJ during these periods; and

WHEREAS, in its sole discretion and per its guidelines and process, the Department may agree to the appointment of a Department Regional Medical Officer (“RMO”) or other qualified Department employee (referred to collectively as “Designee”) to serve as acting health officer for the LHJ to fulfill the responsibilities of the LHO during a vacancy or period of absence or incapacity.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

**1. Designation of Authority.**

- a. Pursuant to RCW 70.05.080, [insert name and title of Designee] will serve as acting health officer for the LHJ as requested by an authorized official for the LHJ, provided that:
  - i. This Agreement has been fully executed by the Department and the LHJ and is in full force and effect;
  - ii. The local board of health or official responsible for appointing the LHO has appointed the Designee to serve as acting health officer for the LHJ;
  - iii. The LHJ has complied with the Department’s guidelines and process for requesting LHO coverage;
  - iv. The Department has approved the request for LHO coverage in writing; and
  - v. The Designee has consented to serving as acting health officer as requested.
- b. This Agreement covers any and all LHJ requests for acting health officer coverage during the term of this Agreement. For acting health officer coverage to be effective, the Department must separately approve each request in writing, including the duration of coverage, and the Designee must separately consent to each request. The local board of health or official responsible for appointing the LHO must ensure that an appointment of the Designee to serve as acting health officer is in effect with respect to each request for coverage. One appointment may apply to multiple requests.
- c. The Department retains full authority and discretion to approve or deny any request for acting health officer coverage.
- d. The Designee shall have the same duties, powers, and authority as a regularly appointed LHO while serving as acting health officer and will exercise such duties, powers, and authority in accordance with applicable law and under the direction of the local board of health or, if any, the LHJ’s administrative officer.

- e. Notwithstanding anything to the contrary herein, the Designee shall have the discretion to decline to take any action that the Designee is requested or directed to take, including, but not limited to, actions that, in the Designee's judgment, can be delayed until the appointment of a permanent LHO in the case of a vacancy or return of the incumbent LHO without jeopardizing the public health or do not protect or promote the public health.
  - f. The Designee's authority to serve as acting health officer will terminate when this Agreement expires or is terminated, the Designee's appointment by the local board of health or official responsible for appointing the LHO expires or is terminated, a permanent LHO is appointed in the case of a vacancy, the incumbent LHO is no longer absent or incapacitated and is able to fulfill their responsibilities, when the Designee revokes their consent, the Department rescinds its approval, or when the Department's specified duration of coverage expires.
2. **Indemnification/Hold Harmless/Insurance.** The LHJ shall defend, indemnify, and hold harmless the Designee and the Department and its officers, officials, employees, and volunteers from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the willful and wanton negligence of the Designee or the Department or its officers, officials, employees, or volunteers. The LHJ must provide liability insurance coverage for the Designee that is equivalent to the coverage provided for the LHO.
  3. **Term.** The term of this Agreement shall commence on the date this agreement is executed by all parties and shall remain in effect for one calendar year, unless terminated earlier per the terms of this Agreement. The parties may extend the term of this Agreement by written mutual agreement.
  4. **Termination.** Either Party may terminate the agreement at their sole discretion. Termination shall be effective as provided in written notice provided by the terminating Party, though no earlier than upon receipt of written notice by mail or email, or within three days of the mailing of the notice, whichever occurs first.
  5. **Extent of Agreement/Modification.** This Agreement, together with any attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties.
  6. **Notices.**

Notices to the LHJ shall be sent to:

The following mailing address:

ATTN: Public Health

1 NE 6<sup>th</sup> Street

Coupeville, WA 98239

Or the following email address: [pubhealth@islandcountywa.gov](mailto:pubhealth@islandcountywa.gov)

Notices to the Department shall be sent to:

The following mailing address:

Washington State Department of Health  
1610 NE 150<sup>th</sup> St  
Shoreline, WA 98155

Receipt of any notice shall be deemed effective upon actual receipt or three (3) days after deposit of written notice in the U.S. mail with proper postage and address, whichever occurs first.

7. **Property and Equipment.** Upon termination or non-renewal of this agreement, all property purchased by the LHJ in furtherance of this agreement shall remain the property of the LHJ and all property purchased by the Department in furtherance of this agreement shall remain the property of the Department. All property shall be returned to its owner upon termination or non-renewal of this Agreement.
8. **Filing.** The LHJ shall be responsible for complying with the requirements of RCW 39.34.040 with respect to this agreement.
9. **Authority to Bind Parties and Enter Into Agreement.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

**Island County**

**Washington State Department of Health**

\_\_\_\_\_  
Jill Johnson, BOCC Chair

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

**Consolidated Contract with WA State Dept of Health  
Contract No.: CLH31012; Amendment No. 17**

- Executive Summary -

*January 17<sup>th</sup>, 2024 - BOCC Work Session*

<b>Summary</b>	Consolidated Contract CLH31012 Amendment No. 17 with Washington State Department of Health adds funding for the Public Health Infrastructure Grant (PHIG) (\$200,000) and the WIC Nutritional Program (\$220,751) and revises statements of work for Foundational Public Health Services (FPHS) and the COVID-19 Vaccine Outreach Program. Funding supports public health workforce development and the sustainability of WIC nutritional services. Amendment No. 17 increases allocations by \$420,751 for a revised maximum consideration of \$10,110,096.
<b>Policy Context &amp; Community Impact</b>	<p><u>Public Health Infrastructure Grant (PHIG) - \$200,000</u></p> <ul style="list-style-type: none"> <li>The funding amount was not anticipated or budgeted but provides essential resources for supporting the public health workforce. Statewide and national assessments of the public health workforce highlight a clear need for organizational initiatives supporting staff wellness (<a href="#">see PH Wins 2021 findings from the de Beaumont Foundation</a>). The COVID-19 After Action Review (AAR) recommended creating a culture of wellness for public health responders through organizational approaches. This funding can support contracting with an agency to strengthen organizational strategies to train and sustain public health staff for improved prevention, preparedness, response, and recovery initiatives. Funding can support staff across Public Health and Human Services, with the potential to support countywide workforce initiatives related to preparedness and response. If the Board accepts the funding, Public Health will work closely with the County Administrator, Human Resources, the Department of Emergency Management, and Human Services to develop an implementation plan to bring back to the BOCC for review and approval. The first phase of the funding involves developing an implementation approach, which is due June 30, 2024.</li> </ul> <p><u>WIC Nutritional Program</u></p> <ul style="list-style-type: none"> <li>An additional \$220,751 is provided for WIC client services, supporting the service delivery and meeting the needs of food insecure families in our communities. Staff deliver WIC services virtually and in-person at Island County facilities for all geographic regions. This is expected funding for the WIC program and supports our caseload and base funding.</li> </ul>
<b>Fiscal Impact &amp; Recommendations</b>	<p>Overall, Amendment 17 increases allocations by \$420,751 for a revised maximum consideration of \$10,110,096. The PHIG grant does not have associated matching costs and will not create new staff positions. The PHIG funding is not budgeted and would require an amendment. The WIC funding is anticipated and does not require a budget amendment.</p> <p><b>Based on the above analysis, staff recommend accepting the allocated funding for the PHIG grant and WIC nutritional services.</b></p>



**ISLAND COUNTY PUBLIC HEALTH DEPARTMENT  
2022-2024 CONSOLIDATED CONTRACT**

**CONTRACT NUMBER: CLH31012**

**AMENDMENT NUMBER: 17**

PURPOSE OF CHANGE: To amend this contract between the DEPARTMENT OF HEALTH hereinafter referred to as “DOH”, and ISLAND COUNTY PUBLIC HEALTH DEPARTMENT, a Local Health Jurisdiction, hereinafter referred to as “LHJ”, pursuant to the Modifications/Waivers clause, and to make necessary changes within the scope of this contract and any subsequent amendments thereto.

IT IS MUTUALLY AGREED: That the contract is hereby amended as follows:

1. Exhibit A Statements of Work, includes the following statements of work, which are incorporated by this reference and located on the DOH Finance SharePoint site in the Upload Center at the following URL:  
<https://stateofwa.sharepoint.com/sites/doh-ofsfundingresources/sitepages/home.aspx?e1:9a94688da2d94d3ea80ac7fbc32e4d7c>
  - Adds Statements of Work for the following programs:  
 Office of People Services-HR-Public Health Infrastructure Grant - Effective January 1, 2024
  - Amends Statements of Work for the following programs:  
 Foundational Public Health Services (FPHS) - Effective July 1, 2023  
 Office of Immunization COVID-19 Vaccine - Effective January 1, 2022  
 Office of Immunization-Promotion of Immunizations to Improve Vaccination Rates - Effective July 1, 2023  
 WIC Nutrition Program - Effective January 1, 2022
  - Deletes Statements of Work for the following programs:
  
2. Exhibit B-17 Allocations, attached and incorporated by this reference, amends and replaces Exhibit B-16 Allocations as follows:
  - Increase of \$420,751 for a revised maximum consideration of \$10,110,096.
  - Decrease of \_\_\_\_\_ for a revised maximum consideration of \_\_\_\_\_.
  - No change in the maximum consideration of \_\_\_\_\_.  
 Exhibit B Allocations are attached only for informational purposes.

Unless designated otherwise herein, the effective date of this amendment is the date of execution.

ALL OTHER TERMS AND CONDITIONS of the original contract and any subsequent amendments remain in full force and effect.

This section intentionally left blank.

**ISLAND COUNTY PUBLIC HEALTH DEPARTMENT  
2022-2024 CONSOLIDATED CONTRACT**

**CONTRACT NUMBER: CLH31012**

**AMENDMENT NUMBER: 17**

IN WITNESS WHEREOF, the undersigned has affixed his/her signature in execution thereof.

ISLAND COUNTY BOARD OF  
COUNTY COMMISSIONERS

STATE OF WASHINGTON  
DEPARTMENT OF HEALTH

\_\_\_\_\_  
Chair Date  
Board of County Commissioners

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Print Name Title

APPROVED AS TO FORM ONLY  
Assistant Attorney General

Indirect Rate January 1, 2022 through December 31, 2022: 24%

Indirect Rate January 1, 2023 through December 31, 2023: 23%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #**	BARS Revenue Code**	Statement of Work LHJ Funding Period		DOH Use Only Chart of Accounts Funding Period		Amount	Funding Period SubTotal	Chart of Accounts Total
					Start Date	End Date	Start Date	End Date			
FFY24 USDA BFPC Prog Mgmt	NGA Not Received	Amd 15	10.557	333.10.55	10/01/23	09/30/24	10/01/23	09/30/24	\$34,405	\$34,405	\$81,101
FFY23 USDA BFPC Prog Mgmt	7WA700WA1	Amd 11, 17	10.557	333.10.55	10/01/22	12/31/24	10/01/22	09/30/25	\$25,804	\$34,405	
FFY23 USDA BFPC Prog Mgmt	7WA700WA1	Amd 8, 11, 17	10.557	333.10.55	10/01/22	12/31/24	10/01/22	09/30/25	\$8,601		
FFY22 USDA BFPC Prog Mgmt	7WA700WA1	Amd 1, 17	10.557	333.10.55	01/01/22	09/30/24	10/01/21	09/30/24	\$12,291	\$12,291	
<b>FFY25 USDA WIC Client Svs Contracts</b>	<b>NGA Not Received</b>	<b>Amd 17</b>	<b>10.557</b>	<b>333.10.55</b>	<b>10/01/24</b>	<b>12/31/24</b>	<b>10/01/24</b>	<b>09/30/25</b>	<b>\$55,188</b>	<b>\$55,188</b>	<b>\$651,201</b>
<b>FFY24 USDA WIC Client Svs Contracts</b>	<b>7WA700WA7</b>	<b>Amd 17</b>	<b>10.557</b>	<b>333.10.55</b>	<b>10/01/23</b>	<b>09/30/24</b>	<b>10/01/23</b>	<b>09/30/24</b>	<b>\$165,563</b>	<b>\$221,688</b>	
FFY24 USDA WIC Client Svs Contracts	7WA700WA7	Amd 15	10.557	333.10.55	10/01/23	09/30/24	10/01/23	09/30/24	\$3,000		
FFY24 USDA WIC Client Svs Contracts	7WA700WA7	Amd 11, 15	10.557	333.10.55	10/01/23	09/30/24	10/01/23	09/30/24	\$53,125		
FFY23 USDA WIC Client Svs Contracts	7WA700WA7	Amd 11	10.557	333.10.55	10/01/22	09/30/23	10/01/22	09/30/23	\$158,375	\$212,100	
FFY23 USDA WIC Client Svs Contracts	7WA700WA7	Amd 1	10.557	333.10.55	10/01/22	09/30/23	10/01/22	09/30/23	\$53,725		
FFY22 USDA WIC Client Svs Contracts	7WA700WA7	Amd 1	10.557	333.10.55	01/01/22	09/30/22	10/01/21	09/30/22	\$162,225	\$162,225	
FFY23 USDA WIC Prog Mgmt CSS	7WA700WA7	Amd 11	10.557	333.10.55	01/01/23	09/30/23	10/01/22	09/30/23	\$1,600	\$1,600	\$1,600
FFY23 USDA FMNP Prog Mgmt	7WA810WA7	Amd 15	10.572	333.10.57	06/01/23	09/30/23	10/01/22	09/30/23	\$567	\$567	\$1,115
FFY22 USDA FMNP Prog Mgmt	7WA810WA7	Amd 4	10.572	333.10.57	05/01/22	09/30/22	10/01/21	09/30/22	\$548	\$548	
FY24 LHJ COVID-19 ARPA	SLFRP0002	Amd 15	21.027	333.21.02	07/01/23	06/30/24	07/01/23	06/30/25	\$531,716	\$531,716	\$531,716
LHJ Vaccination ARPA	SLFRP0002	Amd 10	21.027	333.21.02	11/01/22	06/30/23	11/01/22	06/30/23	\$342,392	\$342,392	\$342,392
PS SS1 1-5 Sub Award Process Task 4	01J18001	Amd 2	66.123	333.66.12	01/01/22	09/30/22	07/01/16	08/31/23	\$57,206	\$57,206	\$57,206
FFY23 Swimming Beach Act Grant IAR (ECY)	01J74301	Amd 12	66.472	333.66.47	03/01/23	10/31/23	03/01/23	10/31/23	\$12,000	\$12,000	\$27,000
FFY22 Swimming Beach Act Grant IAR (ECY)	01J74301	Amd 2	66.472	333.66.47	03/01/22	10/31/22	01/01/22	11/30/22	\$15,000	\$15,000	
FFY23 PHEP BP5 LHJ Funding	NU90TP922043	Amd 15	93.069	333.93.06	07/01/23	06/30/24	07/01/23	06/30/24	\$64,271	\$64,271	\$192,813
FFY22 PHEP BP4 LHJ Funding	NU90TP922043	Amd 7	93.069	333.93.06	07/01/22	06/30/23	07/01/22	06/30/23	\$64,271	\$64,271	
FFY21 PHEP BP3 LHJ Funding	NU90TP922043	Amd 2	93.069	333.93.06	01/01/22	06/30/22	07/01/21	06/30/22	\$64,271	\$64,271	
COVID19 Vaccines	NH23IP922619	Amd 13	93.268	333.93.26	01/01/22	06/30/24	07/01/20	06/30/24	(\$30,569)	\$351,098	\$351,098
COVID19 Vaccines	NH23IP922619	Amd 4	93.268	333.93.26	01/01/22	06/30/24	07/01/20	06/30/24	\$381,667		
COVID19 Vaccines R4	NH23IP922619	Amd 7	93.268	333.93.26	01/01/22	06/30/24	07/01/20	06/30/24	\$5,000	\$386,667	\$386,667
COVID19 Vaccines R4	NH23IP922619	Amd 1	93.268	333.93.26	01/01/22	06/30/24	07/01/20	06/30/24	\$381,667		
FFY24 CDC VFC Ops	NH23IP922619	Amd 15	93.268	333.93.26	07/01/23	06/30/24	07/01/23	06/30/24	\$602	\$6,626	\$6,626
FFY24 CDC VFC Ops	NH23IP922619	Amd 14	93.268	333.93.26	07/01/23	06/30/24	07/01/23	06/30/24	\$6,024		
FFY19 COVID CARES	NU50CK000515	Amd 2	93.323	333.93.32	01/01/22	04/22/22	04/23/20	07/31/24	\$220,357	\$220,357	\$220,357

Indirect Rate January 1, 2022 through December 31, 2022: 24%

Indirect Rate January 1, 2023 through December 31, 2023: 23%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #*	BARS Revenue Code**	Statement of Work LHJ Funding Period		DOH Use Only Chart of Accounts Funding Period		Amount	Funding Period SubTotal	Chart of Accounts Total
					Start Date	End Date	Start Date	End Date			
FFY19 ELC COVID Ed LHJ Allocation	NU50CK000515	Amd 2	93.323	333.93.32	01/01/22	10/18/22	05/19/20	10/18/22	\$367,314	\$367,314	\$367,314
FFY20 ELC EDE LHJ Allocation	NU50CK000515	Amd 7, 9, 12	93.323	333.93.32	01/01/22	12/31/23	01/15/21	07/31/24	(\$13,429)	\$1,083,320	\$1,083,320
FFY20 ELC EDE LHJ Allocation	NU50CK000515	Amd 2, 9, 12	93.323	333.93.32	01/01/22	12/31/23	01/15/21	07/31/24	\$1,096,749		
FFY22 Vector-borne T2&3 Epi ELC FPH	NU50CK000515	Amd 5	93.323	333.93.32	08/01/22	09/30/22	08/01/22	07/31/23	\$1,500	\$1,500	\$3,000
FFY21 Vector-borne T2&3 Epi ELC FPH	NU50CK000515	Amd 5	93.323	333.93.32	06/01/22	07/31/22	08/01/21	07/31/22	\$1,500	\$1,500	
<b>FFY22 PH Infrastructure Comp A1-LHJ</b>	<b>NE110E000053</b>	<b>Amd 17</b>	<b>93.967</b>	<b>333.93.96</b>	<b>01/01/24</b>	<b>12/31/24</b>	<b>12/01/22</b>	<b>06/30/25</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$200,000</b>
FFY24 HRSA MCHBG LHJ Contracts	NGA Not Received	Amd 15	93.994	333.93.99	10/01/23	09/30/24	10/01/23	09/30/24	\$55,804	\$55,804	\$111,608
FFY23 HRSA MCHBG LHJ Contracts	B04MC47453	Amd 7	93.994	333.93.99	10/01/22	09/30/23	10/01/22	09/30/23	\$55,804	\$55,804	
FFY22 MCHBG LHJ Contracts	B04MC45251	Amd 4	93.994	333.93.99	01/01/22	09/30/22	10/01/21	09/30/22	\$9,958	\$51,811	\$51,811
FFY22 MCHBG LHJ Contracts	B04MC45251	Amd 1	93.994	333.93.99	01/01/22	09/30/22	10/01/21	09/30/22	\$41,853		
GFS-Group B (FO-NW)		Amd 11	N/A	334.04.90	01/01/23	06/30/23	07/01/22	06/30/23	\$25,878	\$25,878	\$51,755
GFS-Group B (FO-NW)		Amd 1	N/A	334.04.90	01/01/22	06/30/22	07/01/21	06/30/22	\$25,877	\$25,877	
SFY25 Island Co Treatment Proviso		Amd 16	N/A	334.04.93	07/01/24	12/31/24	07/01/23	06/30/25	\$147,930	\$147,930	\$295,860
SFY24 Island Co Treatment Proviso		Amd 16	N/A	334.04.93	11/01/23	06/30/24	07/01/23	06/30/25	\$147,930	\$147,930	
Rec Shellfish/Biotoxin		Amd 14	N/A	334.04.93	07/01/23	12/31/24	07/01/23	06/30/25	\$2,400	\$2,400	\$5,400
Rec Shellfish/Biotoxin		Amd 1	N/A	334.04.93	01/01/22	06/30/23	07/01/21	06/30/23	\$3,000	\$3,000	
Small Onsite Management (GFS)		Amd 16	N/A	334.04.93	07/01/24	12/31/24	07/01/23	06/30/25	(\$30,000)	\$0	\$0
Small Onsite Management (GFS)		Amd 14	N/A	334.04.93	07/01/24	12/31/24	07/01/23	06/30/25	\$30,000		
Small Onsite Management (GFS)		Amd 16	N/A	334.04.93	07/01/23	06/30/24	07/01/23	06/30/25	(\$45,000)	\$0	
Small Onsite Management (GFS)		Amd 14	N/A	334.04.93	07/01/23	06/30/24	07/01/23	06/30/25	\$45,000		
SFY25 Wastewater Management		Amd 16	N/A	334.04.93	07/01/24	12/31/24	07/01/23	06/30/25	\$53,636	\$53,636	\$166,136
SFY24 Wastewater Management		Amd 16	N/A	334.04.93	07/01/23	06/30/24	07/01/23	06/30/25	\$45,000	\$45,000	
Wastewater Management-GFS		Amd 1	N/A	334.04.93	07/01/22	06/30/23	07/01/21	06/30/23	\$45,000	\$45,000	
Wastewater Management-GFS		Amd 1	N/A	334.04.93	01/01/22	06/30/22	07/01/21	06/30/23	\$22,500	\$22,500	
SFY23 FPHS-LHJ-GFS		Amd 13	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	\$100,000	\$1,700,000	\$1,700,000
SFY23 FPHS-LHJ-GFS		Amd 6, 9	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	\$1,600,000		
<b>SFY24 FPHS-LHJ-Funds-GFS</b>		Amd 15	N/A	336.04.25	07/01/23	06/30/24	07/01/23	06/30/25	\$714,000	\$2,314,000	\$2,314,000
<b>SFY24 FPHS-LHJ-Funds-GFS</b>		Amd 14	N/A	336.04.25	07/01/23	06/30/24	07/01/23	06/30/25	\$1,600,000		



Indirect Rate January 1, 2022 through December 31, 2022: 24%

Indirect Rate January 1, 2023 through December 31, 2023: 23%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #**	BARS Revenue Code**	Statement of Work LHM Funding Period		DOH Use Only Chart of Accounts Funding Period		Amount	Funding Period SubTotal	Chart of Accounts Total
					Start Date	End Date	Start Date	End Date			
FPHS-LHJ-Proviso (YR2)		Amd 7	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	(\$854,000)	\$0	\$854,000
FPHS-LHJ-Proviso (YR2)		Amd 1	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	\$854,000		
FPHS-LHJ-Proviso (YR1)		Amd 1	N/A	336.04.25	01/01/22	06/30/22	07/01/21	06/30/23	\$854,000	\$854,000	
YR 25 SRF - Local Asst (15%) SS		Amd 16	N/A	346.26.64	01/01/24	12/31/24	07/01/23	06/30/25	\$16,750	\$16,750	\$49,000
YR 25 SRF - Local Asst (15%) SS		Amd 13	N/A	346.26.64	01/01/23	12/31/23	01/01/23	12/31/23	\$250	\$17,750	
YR 25 SRF - Local Asst (15%) SS		Amd 12	N/A	346.26.64	01/01/23	12/31/23	01/01/23	12/31/23	\$17,500		
YR24 SRF - Local Asst (15%) (FO-NW) SS		Amd 5	N/A	346.26.64	01/01/22	12/31/22	07/01/21	06/30/23	\$250	\$14,500	
YR24 SRF - Local Asst (15%) (FO-NW) SS		Amd 2	N/A	346.26.64	01/01/22	12/31/22	07/01/21	06/30/23	\$500		
YR24 SRF - Local Asst (15%) (FO-NW) SS		Amd 1	N/A	346.26.64	01/01/22	12/31/22	07/01/21	06/30/23	\$13,750		
YR 25 SRF - Local Asst (15%) TA		Amd 12	N/A	346.26.66	01/01/23	12/31/23	01/01/23	12/31/23	\$4,000	\$4,000	\$6,000
YR24 SRF - Local Asst (15%) (FO-NW) TA		Amd 1	N/A	346.26.66	01/01/22	12/31/22	07/01/21	06/30/23	\$2,000	\$2,000	
<b>TOTAL</b>									<b>\$10,110,096</b>	<b>\$10,110,096</b>	
<b>Total consideration:</b>				<b>\$9,689,345</b>						<b>GRAND TOTAL</b>	<b>\$10,110,096</b>
				<b>\$420,751</b>							
<b>GRAND TOTAL</b>				<b>\$10,110,096</b>						<b>Total Fed</b>	<b>\$4,667,945</b>
										<b>Total State</b>	<b>\$5,442,151</b>

\*Catalog of Federal Domestic Assistance

\*\*Federal revenue codes begin with "333". State revenue codes begin with "334".

**Exhibit A  
Statement of Work  
Contract Term: 2022-2024**

**DOH Program Name or Title:** Foundational Public Health Services (FPHS) - Effective July 1, 2023

**Local Health Jurisdiction Name:** Island County Public Health Department

**Contract Number:** CLH31012

**SOW Type:** Revision      **Revision # (for this SOW)** 2

**Period of Performance:** July 1, 2023 through June 30, 2024

<b>Funding Source</b> <input type="checkbox"/> Federal <Select One> <input checked="" type="checkbox"/> State <input type="checkbox"/> Other	<b>Federal Compliance (check if applicable)</b> <input type="checkbox"/> FFATA (Transparency Act) <input type="checkbox"/> Research & Development	<b>Type of Payment</b> <input type="checkbox"/> Reimbursement <input checked="" type="checkbox"/> Periodic Distribution

**Statement of Work Purpose:** Per RCW 43.70.512, Foundational Public Health Services (FPHS) funds are for the governmental public health system: local health jurisdictions, Department of Health, state Board of Health, sovereign tribal nations and Indian health programs. These funds are to build the system’s capacity and increase the availability of FPHS services statewide.

**Revision Purpose:** Correcting BARS expenditure code typo and updating Master Index Code Chart of Accounts Title to match the title in the new 2025 biennium chart of accounts.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period		Current Allocation	Allocation Change None	Total Allocation
				Start Date	End Date			
SFY24 FPHS-LHJ FUNDS-GFS	99210840	N/A	336.04.25	07/01/23	06/30/24	2,314,000	0	2,314,000
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
<b>TOTALS</b>						<b>2,314,000</b>	<b>0</b>	<b>2,314,000</b>

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	<b>FPHS funds to each LHJ</b> – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in <u>Program Specific Requirements - Deliverables</u>	See below in <u>Program Specific Requirements - Deliverables</u>	\$675,000
2	<b>Assessment Reinforcing Capacity</b> – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in <u>Program Specific Requirements - Deliverables</u>	See below in <u>Program Specific Requirements - Deliverables</u>	\$60,000
3	<b>Assessment – CHA/CHIP</b> – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in <u>Program Specific Requirements - Deliverables</u>	See below in <u>Program Specific Requirements - Deliverables</u>	\$30,000
4	<b>Lifecourse - NEW SFY 24 Full Lifecourse Workforce Capacity</b> – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in <u>Program Specific Requirements - Deliverables</u>	See below in <u>Program Specific Requirements - Deliverables</u>	\$384,000

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
5	<b>CD - NEW SFY 24 Immunization Outreach, Education &amp; Response</b> – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in Program Specific Requirements - Deliverables	See below in Program Specific Requirements - Deliverables	\$75,000
6	<b>EPH - NEW SFY 24 Fully fund Environmental Public Health Policy &amp; Leadership Capacity</b> – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in Program Specific Requirements - Deliverables	See below in Program Specific Requirements - Deliverables	\$150,000
7	<b>FC - NEW SFY 24 Strengthening Local Finance Capacity</b> – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in Program Specific Requirements - Deliverables	See below in Program Specific Requirements - Deliverables	\$62,000
8	<b>FC - NEW SFY 24 Public Health Communications</b> – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in Program Specific Requirements - Deliverables	See below in Program Specific Requirements - Deliverables	200,000
9	<b>EPR - NEW SFY 24 Emergency Preparedness &amp; Response – Capacity and Capability</b> – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in Program Specific Requirements - Deliverables	See below in Program Specific Requirements - Deliverables	\$202,000
10	<b>CD – Tuberculosis Program</b> – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in Program Specific Requirements - Deliverables	See below in Program Specific Requirements - Deliverables	\$17,000
11	<b>Assessment – Shared Regional Epidemiology – General (Assessment/Surveillance, CHA/CHIP)</b> – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in Program Specific Requirements - Deliverables	See below in Program Specific Requirements - Deliverables	\$150,000
12	<b>EPH Core Team – Safe and Healthy Communities</b> – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in <u>Program Specific Requirements - Deliverables</u>	See below in <u>Program Specific Requirements - Deliverables</u>	\$160,000
13	<b>EPH Core Team – Water System Capacity</b> – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in Program Specific Requirements - Deliverables	See below in Program Specific Requirements - Deliverables	\$149,000

**DOH Program and Fiscal Contact Information** for all ConCon SOWs can be found on the [DOH Finance SharePoint](#) site. Questions related to this SOW, or any other finance-related inquiry, may be sent to [finance@doh.wa.gov](mailto:finance@doh.wa.gov).

FPHS staff from DOH and the Washington State Association of Local Public Health Officials (WSALPHO) will coordinate and communicate together to build and assure common systemwide approaches per FPFS Steering Committee direction and the FPFS framework intent.

- For LHJ questions about the use of funds:
  - Chris Goodwin, FPFS Policy Advisor, WSALPHO – [cgoodwin@wsac.org](mailto:cgoodwin@wsac.org), 564-200-3166
  - Brianna Steere, FPFS Policy Advisor, WSALPHO – [bsteere@wsac.org](mailto:bsteere@wsac.org), 564-200-3171

The intent of FPFS funding is outlined in [RCW 43.70.512](#).

Foundational Public Health Services Definitions and related information can be found here: [www.doh.wa.gov/fphs](http://www.doh.wa.gov/fphs).

**Stable funding and an iterative decision-making process** – The FPFS Steering Committee’s roles and responsibilities are outlined in the [FPFS Committee & Workgroup Charter](#). The Steering Committee is the decision making body for FPFS and operates under a consensus-based decision making model, outlined [here](#). The Steering Committee use

an iterative approach to decision making meaning additional tasks and/or funds may be added to a local health jurisdiction’s (LHJ) FPHS Statement of Work (SOW) as funding decisions are made.

**Spending of FPHS funds** – FPHS funds do not require pre-approval or pre-authorization to spend. FPHS funds are to assure FPHS services are available in each jurisdiction based on the FPHS Definitions (link) and as reflected in the SOW. Assurance includes providing FPHS as part of your jurisdiction's program operations, contracting with another governmental public health system partner to provide the service, or receiving the service through a new service delivery model such as cross-jurisdictional sharing or regional staff. **FPHS funds are eligible starting at the beginning of each state fiscal year (July 1) regardless of when funds are received by the LHJ, even if the expenditure occurred before the LHJ’s contract was signed.**

These funds are not intended for fee-based services such as select environmental public health services. As state funding for FPHS increases, other funds sources (local revenue, grants, federal block grants) should be directed to the implementation of additional important services and local/state priorities as determined by each agency/jurisdiction.

**Annual Allocations** – The legislature appropriates FPHS funding on an annual basis and the FPHS Steering Committee allocates funds annually through the FPHS Concurrence Process for the State Fiscal Year (SFY): July - June.

The Legislature appropriates FPHS funding amounts for each fiscal year of the biennium. This means that funds must be spent within that fiscal year and cannot be carried forward. Any funds not spent by June 30<sup>th</sup> each year must be returned to the State Treasury. Funding allocations reset and begin again at the start of the next fiscal year (July 1).

This Statement of Work is for the period of July 1, 2023-June 30, 2024 and may be included in multiple Consolidated Contracts (ConCons) which are based on the calendar year and renewed every three years.

**Disbursement of FPHS funds to LHJs** – Unlike other ConCon grants, FPHS bill-back to DOH is NOT required. Half of the annual FPHS funds allocated by the Steering Committee to each LHJ are disbursed each July and January. The July payments to LHJs and access to FPHS allocation for all other parts of the governmental public health system occur upon completion of the FPHS Annual Assessment.

**Deliverables** – FPHS funds are to be used to assure FPHS services statewide. The FPHS accountability process measures how funds are spent, along with changes in system capacity through the FPHS Annual Assessment, system performance indicators, and other data. DOH, SBOH and local health jurisdictions have agreed to complete:

1. Reporting of spending and spending projections. Process timelines and reporting template are provided by the FPHS Steering Committee via FPHS Support Staff.
2. FPHS Annual Assessment is due each July to report on the previous state fiscal year. Process and reporting template are provided by the FPHS Steering Committee via FPHS Support Staff. System results are published in the annual FPHS Investment Report available at [www.doh.wa.gov/fphs](http://www.doh.wa.gov/fphs).

**BARS Revenue Code:** 336.04.25

**BARS Expenditure Coding** – provided for your reference.

562.xx	BARS Expenditure Codes for FPHS activities: see below
10	FPHS Epidemiology & Surveillance
11	FPHS Community Health Assessment
12	FPHS Emergency Preparedness & Response
13	FPHS Communication
14	FPHS Policy Development
15	FPHS Community Partnership Development
16	FPHS Business Competencies
17	FPHS Technology



20	FPHS CD Data & Planning
21	FPHS Promote Immunizations
23	FPHS Disease Investigation – Tuberculosis (TB)
24	FPHS Disease Investigation – Hepatitis C
25	FPHS Disease Investigation – Syphilis, Gonorrhea & HIV
26	FPHS Disease Investigation – STD (other)
27	FPHS Disease Investigation – VPD
28	FPHS Disease Investigation – Enteric
29	FPHS Disease Investigation – General CD
40	FPHS EPH Data& Planning
41	FPHS Food
42	FPHS Recreational Water
43	FPHS Drinking Water Quality
44	FPHS On-site Wastewater
45	FPHS Solid & Hazardous Waste
46	FPHS Schools
47	FPHS Temporary Worker Housing
48	FPHS Transient Accommodations
49	FPHS Smoking in Public Places
50	FPHS Other EPH Outbreak Investigations
51	FPHS Zoonotics (includes vectors)
52	FPHS Radiation
53	FPHS Land Use Planning
60	FPHS MCH Data & Planning
70	FPHS Chronic Disease, Injury & Violence Prevention Data & Planning
80	FPHS Access/Linkage with Medical, Oral and Behavioral Health Care Services Data & Planning
90	FPHS Vital Records
91	FPHS Laboratory – Centralized (PHSKC Only)
92	FPHS Laboratory

**Special References (i.e., RCWs, WACs, etc.):**

[FPHS Intent - RCW 43.70.512](#)

[FPHS Funding – RCW 43.70.515](#)

[FPHS Committee & Workgroup Charter](#)

[FPHS Steering Committee Consensus Decision Making Model](#)

**Activity Special Instructions:**

**Investments to Each LHJ:**

**1. FPHS Funds to Each LHJ**

These funds are allocated to be used to provide any programs and services within all of the FPHS Definitions. Each LHJ is empowered to prioritize where and how to use these funds to maximize equitable, effective and efficient delivery of FPHS to every community in Washington.

Use BARS expenditure codes from the list above that most closely align with expenditure made.

**Targeted Investments to Each LHJ:**

2. **Assessment Reinforcing Capacity (FPHS definition G.2)**  
Support LHJ assessment capacity with flexible funds to meet locally identified needs. BARS expenditure codes: 562.10 or 11
3. **Assessment – CHA/CHIP (FPHS definitions G.3)**  
Support any CHA/CHIP activity or service (e.g., data analysis, focus groups, report writing, process facilitation) and may be used to contract with other agencies for staff time or services. Use BARS expenditure codes: 562.11
4. **Lifecourse - NEW SFY 24 Full Lifecourse Workforce Capacity (FPHS definitions D, E, F)**  
Infrastructure and workforce investments to each LHJ to meet fundamental needs in three areas: Maternal/Child/Family Health; Access/Linkage with Medical, Oral and Behavioral Health Services; and Chronic Disease, Injury and Violence Prevention. Use BARS expenditure codes: 562.60, 562.70, and/or 562.80
5. **CD - NEW SFY 24 Immunization Outreach, Education & Response (FPHS definition C.3)**  
Promote immunization education and use of the statewide immunization registry through evidence-based strategies. Funding can also be used to support vaccine-preventable disease response. BARS expenditure codes: 562.21 and/or 562.27
6. **EPH - NEWSFY 24 Fully fund Environmental Public Health Policy & Leadership Capacity (FPHS definitions B.2, A.C, J.1-3, K.1-2, L.1)**  
These funds are to be used for staffing costs for environmental health responsibilities and functions (that are not directly fee-based) within leadership, policy development, foundational public health services implementation, evaluation, or administration, including (but not limited to) Environmental Health Directors. Examples of funded roles include work relating to general policy, statewide and/or system-wide, and/or cross-jurisdictional work, legislation, and rulemaking, SBOH engagement, leadership support and/or development, workforce development, leadership within health equity, climate, and environmental justice. Use BARS expenditure codes: 562.14, 562.40 – 562.53
7. **FC - NEW SFY 24 Strengthening Local Finance Capacity (FPHS definitions L.2-4, L.6, L.8)**  
Capacity and infrastructure to assure fiscal management and contract and procurement policies and procedures are effectively implemented to support programs and services. Use BARS expenditure codes: ~~526.16~~ 562.16
8. **FC - NEW SFY 24 Public Health Communications (FPHS definitions I.1-2)**  
Capacity to enhance the frequency, accuracy, and accessibility of public health communications to diverse populations via various media to support programs and services. Use BARS expenditure codes: ~~526.13~~ 562.13
9. **EPR - NEW SFY 24 Emergency Preparedness & Response – Capacity and Capability (FPHS definitions H. 1-4)**  
Capacity and infrastructure to support and enhance the local delivery of FPHS Emergency Preparedness and Response services and activities across critical subject matter areas. Use BARS expenditure codes: 562.12

**Targeted Investments to Select LHJs – Assuring FPHS Available in Own Jurisdiction:**

10. **CD – Tuberculosis Program (FPHS definition C.4.q-v)**  
Expand capacity to conduct timely investigation for all infectious TB cases, conduct outreach and evaluation to Class B arrivers and infected contacts, provide education and resources to promote engagement with community providers, and coordinate case management for patients with LTBI. Funding allocated to LHJs with high Tuberculosis (TB) burden. Use BARS expenditure codes: 562.23.

**Targeted Investments to Select LHJs – Assuring FPHS Available for/in Multiple Jurisdictions:****11. Assessment – Shared Regional Epidemiology – General (Assessment/Surveillance, CHA/CHIP) (FPHS definitions G.1,2)**

Increase assessment and epidemiology capacity via regional/shared epidemiologist model to meet locally identified needs. Use BARS expenditure codes: 562.10 or 11

**EPH -- Core Teams (Applies to all EPH Core Team FPHS Investments) (FPHS definition B.1-7)**

Each EPH Core Team investment is for LHJ staff to participate in a cross-jurisdictional topic-specific Core Team. The Core Teams are each tasked with developing one or more model program(s), intended to offer guidance for scalable environmental public health responses relating to their specific sub-topic area(s). Where it makes sense to do so, the Core Teams may also work on implementation of these model programs. The content and output of these model programs will vary depending on the needs and approaches specific to each sub-topic area.

Recipients of these Core Team FPHS funds are required to participate in the associated Core Team for each investment. Recipients may spend these funds towards staffing time necessary to participate and on FPHS-qualifying activities for the specific sub-topic area(s) attached to its associated investment. Each Core Team FPHS investment is distinctive from all other Core Team FPHS investments.

Core Teams exist outside the FPHS structure, in partnership between LHJs and WA DOH, with one co-lead from each. Model programs developed through Core Team work will be made available to all Washington public health agencies.

There are currently six EPH Core Teams. They are listed below, with their sub-topic area(s), as applicable.

- System-Wide Data Management Improvement
- Climate-Change Response
- Lead Exposure
- Water System Capacity
- Homelessness Response
- Safe & Healthy Communities

**Island is receiving funds to participate in these EPH Core Teams:**

**12. EPH Core Team – Safe & Healthy Communities**

This Core Team develops system capacity to advance EPH perspectives into planning processes such as State Environmental Policy Act (SEPA) work, Health Impact Assessments, Comprehensive Plans, and related environmental review opportunities. The Core Team will develop one or more model program(s) to provide scalable approaches to healthy community planning, which may include wastewater planning and treatment, seawater intrusion in drinking water, ventilation in public buildings, PFAS contamination, climate change challenges, and other emerging topics identified by the Core Team.

- Use BARS expenditure code: 562.40

**13. EPH Core Team – Water System Capacity**

The goal of this Core Team is to increase LHJ capacity for water resource management and planning.

- Use BARS expenditure code: 562.43 or 53.

**Exhibit A  
Statement of Work  
Contract Term: 2022-2024**

**DOH Program Name or Title:** Office of Immunization COVID-19 Vaccine - Effective January 1, 2022

**Local Health Jurisdiction Name:** Island County Public Health Department

**Contract Number:** CLH31012

**SOW Type:** Revision      **Revision # (for this SOW)** 7

**Period of Performance:** January 1, 2022 through June 30, 2024

<b>Funding Source</b> <input checked="" type="checkbox"/> Federal Subrecipient <input type="checkbox"/> State <input type="checkbox"/> Other	<b>Federal Compliance (check if applicable)</b> <input checked="" type="checkbox"/> FFATA (Transparency Act) <input type="checkbox"/> Research & Development	<b>Type of Payment</b> <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Fixed Price
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**Statement of Work Purpose:** The purpose of this statement of work (SOW) is to provide funding to conduct COVID-19 vaccine activities.

**Revision Purpose:** The purpose of this revision is to add Program Specific Requirements in reference to unallowable costs and update Master Index Codes.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period		Current Allocation	Allocation Change		Total Allocation
				Start Date	End Date		None		
COVID19 Vaccines R4	74310259	93.268	333.93.26	01/01/22	06/30/24	386,667	0	386,667	
COVID 19 CDC Vaccines	74310236	93.268	333.93.26	01/01/22	06/30/24	351,098	0	351,098	
						0	0	0	
						0	0	0	
						0	0	0	
						0	0	0	
						0	0	0	
<b>TOTALS</b>						<b>737,765</b>	<b>0</b>	<b>737,765</b>	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
The purpose of this statement of work is to identify activities and provide funding to support COVID vaccine response outreach, education, and operations. The activities may include other vaccines recommended for the audience population, as long as COVID vaccine is the primary focus and references to other vaccines are secondary.				
3.A	Identify activity/activities to support COVID vaccine response in your community, using the examples below as a guideline.  <b>Example 1:</b> Develop and implement communication strategies with health care providers, community, and/or other partners to help build vaccine confidence broadly and among groups anticipated to receive early vaccination, as well as dispel vaccine misinformation. Document and provide a plan that shows the communication strategies used with health care providers and other partners and the locally identified population anticipated to reach.	Summary of the engagement strategies to be used with health care providers and other partners, and the locally identified population to be reached.	January 31, Annually	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.



Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<b>Example 2:</b> Engage in other vaccination planning activities such as partnership development, provider education, vaccination point of dispensing (POD) planning, tabletop exercises, engagement with communities, leaders, non-traditional provider, or vulnerable populations to develop strategies to ensure equitable access to vaccination services			
3.B	Implement the communication strategies or other activities, working with health care providers and other partners to reach the locally identified population, support providers in vaccination plans, and support equitable access to vaccination services.	Written report describing activity/activities and progress made to-date and strategies used (template to be provided)	June 30, Annually	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.
3.C	Catalog activities and conduct an evaluation of the strategies used	Written report, showing the strategies used and the final progress of the reach (template to be provided)	June 30, annually	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.
3.D	As needed to meet community needs, expand operations to increase vaccine throughput (i.e., providing vaccinations during evenings, overnight, and on weekends) or adjust vaccine delivery approaches to optimize access. Activities may include vaccine strike teams, mobile vaccine clinics, satellite clinics, temporary, or off-site clinics to travel and provide vaccination services in non-traditional settings, or to supplement the work of local health departments in underserved communities, and may include administration costs for other vaccines co-administered at the events. These activities may be done by the local health department or in collaboration with community partners. (see Restrictions on Funds below)	Reports summarizing quantity, type, and frequency of activities	December 31 and June 30, annually	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.

**DOH Program and Fiscal Contact Information** for all ConCon SOWs can be found on the [DOH Finance SharePoint](#) site. Questions related to this SOW, or any other finance-related inquiry, may be sent to [finance@doh.wa.gov](mailto:finance@doh.wa.gov).

**Federal Funding Accountability and Transparency Act (FFATA)**

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on [USASpending.gov](#) by DOH as required by P.L. 109-282.

**Program Specific Requirements****Restrictions on Funds:**

Coverage of co-administration costs for other vaccines administered at vaccination events does NOT apply to the FEMA Mass Vaccination funding. Coverage of co-administration costs only applies to the vaccine funding (COVID19 Vaccine R4, MI 74310230) allocated for Task 3 of the consolidated contract. FEMA Mass Vaccination funding is only available to cover the costs for COVID vaccine administration and cannot be used for co-administration costs of other vaccines.

***Unallowable Costs:***

*There are limitations from the funding source on allowable costs for this contract. If the contractor is unsure if a cost is allowable, they should contact the contract manager for approval of the cost prior to making the purchase or charge.*

- *Advertising costs (e.g., conventions, displays, exhibits, meetings, memorabilia, gifts, souvenirs)*
- *Alcoholic beverages*
- *Building, purchases, construction, capital improvements*
- *Clinical care (non-immunization services)*
- *Entertainment costs*
- *Fundraising Cost*
- *Goods and services for personal use*
- *Honoraria*
- *Independent Research*
- *Land acquisition*
- *Legislative/lobbying activities*
- *Interest on loans for the acquisition and/or modernization of an existing building*
- *Payment of a bad debt, collection of improper payments*
- *Promotional and/or incentive materials (e.g., plaques, clothing, and commemorative items such as pens, mugs/cups, folders/folios, lanyards, magnets, conference bags)*
- *Purchase of food/meals (unless part of required travel per diem costs)*
- *Vehicle Purchase*

**Exhibit A  
Statement of Work  
Contract Term: 2022-2024**

**DOH Program Name or Title:** Office of Immunization-Promotion of Immunizations to Improve Vaccination Rates - Effective July 1, 2023

**Local Health Jurisdiction Name:** Island County Public Health Department

**Contract Number:** CLH31012

**SOW Type:** Revision      **Revision # (for this SOW)** 2

**Period of Performance:** July 1, 2023 through June 30, 2024

<b>Funding Source</b> <input checked="" type="checkbox"/> Federal Subrecipient <input type="checkbox"/> State <input type="checkbox"/> Other	<b>Federal Compliance (check if applicable)</b> <input checked="" type="checkbox"/> FFATA (Transparency Act) <input type="checkbox"/> Research & Development	<b>Type of Payment</b> <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Fixed Price
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**Statement of Work Purpose:** The purpose of this statement of work is to contract with local health to conduct activities to improve immunization coverage rates

**Revision Purpose:** The purpose of this revision is to add Program Specific Requirements in reference to unallowable costs.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period		Current Allocation	Allocation Change None	Total Allocation
				Start Date	End Date			
FFY24 CDC VFC Ops	74310241	93.268	333.93.26	07/01/23	06/30/24	6,626	0	6,626
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
<b>TOTALS</b>						<b>6,626</b>	<b>0</b>	<b>6,626</b>

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	Develop a proposal to improve immunization coverage rates for a target population by increasing promotion activities and collaborating with community partners (can use pre and post qualitative or quantitative collection methods <u>Examples of qualitative &amp; quantitative methods/measures:</u> <ul style="list-style-type: none"> <li>▪ Surveys, Questionnaires, Interviews</li> <li>▪ Immunization coverage rates expressed in percentages</li> <li>▪ Observations (i.e., feedback from surveys/interviews, social media posts comments)</li> <li>▪ Analytic tools (i.e., google analytics measuring website traffic, page views etc.)</li> </ul>	Written proposal summarizing project plan and method of assessing/observing change in target population.  (Template will be provided)	August 1, 2023	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
2	Upon approval of proposal, implement the plan to increase immunization coverage rates with the target population identified.	Written report describing the progress made on reaching milestones for activities identified in the plan (template will be provided)	November 30, 2023 March 31, 2024	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.
3	Develop final report to include comparison of change or improvement of targeted outcome from start of the project/intervention [This can be short-term or intermediate outcomes with overall goal to increase immunization rates] Examples: <ul style="list-style-type: none"> <li>▪ Increased partner knowledge on immunization guidelines</li> <li>▪ Change in attitudes about childhood vaccines</li> <li>▪ Increase in school district immunization coverage rates</li> </ul>	Final written report including measured and/or observed outcomes [what was achieved as a result of the activity/intervention?].  (Template will be provided)	June 15, 2024	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.

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**Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)**

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on [USASpending.gov](http://USASpending.gov) by DOH as required by P.L. 109-282.

**Program Specific Requirements**

**Unallowable Costs:**

*There are limitations from the funding source on allowable costs for this contract. If the contractor is unsure if a cost is allowable, they should contact the contract manager for approval of the cost prior to making the purchase or charge.*

- *Advertising costs (e.g., conventions, displays, exhibits, meetings, memorabilia, gifts, souvenirs)*
- *Alcoholic beverages*
- *Building, purchases, construction, capital improvements*
- *Clinical care (non-immunization services)*
- *Entertainment costs*
- *Fundraising Cost*
- *Goods and services for personal use*
- *Honoraria*
- *Independent Research*
- *Land acquisition*



- *Legislative/lobbying activities*
- *Interest on loans for the acquisition and/or modernization of an existing building*
- *Payment of a bad debt, collection of improper payments*
- *Promotional and/or incentive materials (e.g., plaques, clothing, and commemorative items such as pens, mugs/cups, folders/folios, lanyards, magnets, conference bags)*
- *Purchase of food/meals (unless part of required travel per diem costs)*
- *Vehicle Purchase*

**Exhibit A  
Statement of Work  
Contract Term: 2022-2024**

**DOH Program Name or Title:** Office of People Services-HR-Public Health  
Infrastructure Grant - Effective January 1, 2024

**Local Health Jurisdiction Name:** Island County Public Health Department

**Contract Number:** CLH31012

**SOW Type:** Original      **Revision # (for this SOW)**

**Period of Performance:** January 1, 2024 through December 31, 2024

<b>Funding Source</b>	<b>Federal Compliance (check if applicable)</b>	<b>Type of Payment</b>
<input checked="" type="checkbox"/> Federal Subrecipient	<input checked="" type="checkbox"/> FFATA (Transparency Act)	<input checked="" type="checkbox"/> Reimbursement
<input type="checkbox"/> State	<input type="checkbox"/> Research & Development	<input type="checkbox"/> Fixed Price
<input type="checkbox"/> Other		

**Statement of Work Purpose:** The purpose of this statement of work is to provide funding to establish, expand, train, and sustain the LHJ public health workforce in accordance with the CDC Public Health Infrastructure Grant (PHIG).

**NOTE:** The funding allocation in this SOW is for the period of January 1, 2024 through June 30, 2025. Deliverables with due dates after December 31, 2024 are shown for informational purposes only. DOH intends to include any unspent funding in a new SOW in the next consolidated contract term beginning January 1, 2025 for continuation of this project through June 30, 2025.

**Revision Purpose:** N/A

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period		Current Allocation	Allocation Change Increase (+)	Total Allocation
				Start Date	End Date			
FFY22 PH Infrastructure Comp A1-LHJ	92321223	93.967	333.93.96	01/01/24	12/31/24	0	200,000	200,000
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
<b>TOTALS</b>						<b>0</b>	<b>200,000</b>	<b>200,000</b>

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	Submit names, position titles, email addresses and phone numbers of key LHJ staff responsible for this statement of work, including management, program staff, and accounting and/or financial staff.	Submit information by March 15, 2024, and any changes within 30 days of the change.	March 15, 2024  Within 30 days of the change.	Reimbursement for actual costs not to exceed total funding allocation amount.
2	Develop a plan to use these funds for one or more of the allowable costs listed below.	Implementation Plan	June 30, 2024, or sooner.	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<p>Submit plan to the DOH Program Contact for review and prior approval as soon as possible. We want to be sure your planned activities are allowable, and we will be able to reimburse you for the expenses.</p> <p>Funding is intended to establish, expand, train, and sustain public health staff to support LHJ prevention, preparedness, response, and recovery initiatives. These include the following short-term outcomes: increased hiring of diverse public health staff, increased retention of existing public health staff, and improved workforce systems and processes. Washington will also move toward the following intermediate outcome measures as part of this Workforce initiative: increased size [and capabilities] of the public health workforce, increased job satisfaction, stronger public health foundational capabilities, and increased reach of public health services. Ultimately, these workforce investments will support accelerated prevention, preparedness, and response to emerging threats, and improved other public health outcomes.</p> <p>Funding can be used for permanent full-time and part-time staff, temporary or term-limited staff, fellows, interns, contractors, and contracted employees.</p> <p>Allowable costs include:</p> <ul style="list-style-type: none"> <li>• Costs, including wages and benefits, related to recruiting, hiring, and training of new or existing public health staff.</li> <li>• Purchase of supplies and equipment to support the expanded and/or current workforce and any training related to the use of supplies and equipment.</li> <li>• Training and education (and related travel) for new and existing staff on topics such as incident management training, health equity issues, working with underserved populations, cultural competency, disease investigations, informatics or data management, or other needs identified by the LHJ.</li> <li>• Costs of contractors and contracted staff.</li> </ul> <p>Notes:</p> <ul style="list-style-type: none"> <li>• Preapproval from DOH is required to contract with these funds.</li> <li>• Preapproval is required for the purchase of equipment. (Equipment is a tangible item with an original per-unit cost of \$5,000 or more.)</li> </ul>	Requests for approval of contracts and/or equipment.	As needed	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
3	<p>Data collection, as applicable, based on activities LHJ has completed during the reporting period.</p> <p>Data collection includes:</p> <ul style="list-style-type: none"> <li>• Total new hires</li> <li>• Describe challenges or experiences that have impacted progress toward achieving set hiring goals.</li> <li>• Describe promising practices or activities that should be considered for sustained funding.</li> <li>• Explain your approach and mitigation plans to address challenges in meeting these hiring goals.</li> <li>• Health Equity – Identify metrics to address Diversity, Equity, and Inclusion (DEI) in hiring.</li> <li>• Existing Staff budget for this funding.</li> </ul> <p>Note: Reporting periods are - January 1, 2024–June 30, 2024, July 1, 2024–December 31, 2024, and January 1, 2025–June 30, 2025.</p>	Data on form provided by DOH.	July 10, 2024 January 10, 2025 July 10, 2025	

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the [DOH Finance SharePoint](#) site. Questions related to this SOW, or any other finance-related inquiry, may be sent to [finance@doh.wa.gov](mailto:finance@doh.wa.gov).

**Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)**

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To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on [USASpending.gov](#) by DOH as required by P.L. 109-282.

**Program Specific Requirements**

**Follow all Federal requirements for use of Federal funds:**

Code of Federal Regulations (CFR), Title 2, Subtitle A, Chapter II, Part 200

Uniform Administrative Requirements, Cost Principle, and Audit Requirements for Federal Awards

[eCFR: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#)

**The following expenses are not allowable with these funds:**

- Clothing (except for vests to be worn during exercises or responses).
- Food or beverages.
- Incentives.
- Items to be given to community members (members of the public).



- Salaries at a rate more than Executive Level II (Federal Pay Scale).
- Vehicles (with preapproval, funds may be used to lease vehicles).

**Preapproval from DOH is required to use these funds for:**

- Contracting.
- Purchasing equipment. (Equipment is a tangible item with an original per-unit cost of \$5,000 or more.)
- Disposition of equipment with a current value of \$5,000 or more.  
(Equipment is a tangible item with an original per-unit cost of \$5,000 or more.)
- Leasing vehicles.
- Out of state travel.

Note: Preapproval is no longer required for paying overtime.

See also DOH *A19 Documentation Matrix* for additional expenses that may require preapproval.

## **BILLING**

**All expenses on invoices must be related to statement of work tasks.**

**Submit invoices monthly** on a signed A19 with backup documentation appropriate for risk level. DOH will provide A19 and risk level.

- If your invoice includes indirect costs, you must have an indirect rate cost agreement approved by DOH.
- If you have no expenses related to this contract for a month, let your DOH Primary Point of Contact know via email.
- Submit final billing within 60 days of the end of the contract period.

**Exhibit A  
Statement of Work  
Contract Term: 2022-2024**

**DOH Program Name or Title:** WIC Nutrition Program - Effective January 1, 2022

**Local Health Jurisdiction Name:** Island County Public Health Department  
**Contract Number:** CLH31012

**SOW Type:** Revision      **Revision # (for this SOW)** 5

**Period of Performance:** January 1, 2022 through December 31, 2024

<b>Funding Source</b>	<b>Federal Compliance (check if applicable)</b>	<b>Type of Payment</b>
<input checked="" type="checkbox"/> Federal Subrecipient	<input checked="" type="checkbox"/> FFATA (Transparency Act)	<input checked="" type="checkbox"/> Reimbursement
<input type="checkbox"/> State	<input type="checkbox"/> Research & Development	<input type="checkbox"/> Fixed Price
<input type="checkbox"/> Other		

**Statement of Work Purpose:** The purpose is to provide Women, Infants, and Children (WIC) Nutrition Program services by following WIC federal regulations, WIC state office policies and procedures, WIC directives, and other rules. Refer to the Program Specific Requirements section of this document.

**Revision Purpose:** To add FFY24 and FFY25 USDA WIC CLIENT SVS CONTRACTS funds. Also, to extend the funding end date for FFY22USDA BFPC PROG MGNT (MI 76214231) from 09/30/22 to 09/30/24 and the funding end date for FFY23 USDA BFPC PROG MGMT (MI 76214241) from 09/30/23 to 12/31/24.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period		Current Allocation	Allocation Change Increase (+)	Total Allocation
				Start Date	End Date			
FFY22 USDA WIC CLIENT SVS CONTRACTS	76101234	10.557	333.10.55	01/01/22	09/30/22	162,225	0	162,225
FFY23 USDA WIC CLIENT SVS CONTRACTS	76101244	10.557	333.10.55	10/01/22	09/30/23	212,100	0	212,100
FFY22 USDA BFPC PROG MGMT	76214231	10.557	333.10.55	01/01/22	09/30/24	12,291	0	12,291
FFY22 USDA FMNP PROG MGMT	76540237	10.572	333.10.57	05/01/22	09/30/22	548	0	548
FFY23 USDA BFPC PROG MGMT	76214241	10.557	333.10.57	10/01/22	12/31/24	34,405	0	34,405
FFY23 USDA WIC PROG MGMT CSS	76101242	10.557	333.10.55	01/01/23	09/30/23	1,600	0	1,600
FFY24 USDA WIC CLIENT SVS CONTRACTS	7610124B	10.557	333.10.55	10/01/23	09/30/24	56,125	165,563	221,688
FFY23 USDA FMNP MGMT	76540248	10.572	333.10.57	06/01/23	09/30/23	567	0	567
FFY24 USDA BFPC PROG MGMT	TBD	10.557	333.10.55	10/01/23	09/30/24	34,405	0	34,405
FFY25 USDA WIC CLIENT SVS CONTRACTS	76101251	10.557	333.10.55	10/01/24	12/31/24	0	55,188	55,188
						0	0	0
<b>TOTALS</b>						<b>514,266</b>	<b>220,751</b>	<b>735,017</b>

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
<b>1</b>	<b>WIC Nutrition Program</b>			See "Billing Requirements" below.
1.1	Maintain authorized participating caseload at 100% based on quarterly average as determined from monthly caseload management reports generated at state WIC office.	Outcomes based on monthly participation data from state WIC caseload management reports.	<b>Authorized participating caseload for January 2022 through December 2024 = <u>795</u></b>	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	The Department of Health (Department) State WIC Nutrition Program has the option of reducing authorized participating caseload and corresponding funding when: <ol style="list-style-type: none"> <li>1. Unanticipated funding situations occur.</li> <li>2. Reallocations are necessary to redistribute caseload statewide.</li> <li>3. Caseload declines.</li> </ol>		<b>Revised authorized participating caseload for January 2023 through December 2024 = <u>750</u></b>	
1.2	Submit the annual Nutrition Services Plan for each year of the contract.	Nutrition Services Plan	First year due 9/30/22 Second year due 9/30/23	Payment withheld if not received by due date.
1.3	Submit the annual Nutrition Services Expenditure Report for each year of the contract.	Nutrition Services Expenditure Report	11/30/22 11/30/23	Payment withheld if not received by due date.
1.4	Tell participants about other health services in the agency. If needed, develop written agreements with other health care agencies and refer participants to these services.	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
1.5	Provide nutrition education services to participants and caregivers in accordance with federal and state requirements.	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
1.6	Issue WIC benefits while assuring adequate WIC card security and reconciliation.	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
1.7	Collect data, maintain records, and submit reports to effectively enforce the non-discrimination laws (Refer to Civil Rights Assurances below).	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
1.8a	Submit entire WIC and Breastfeeding Peer Counseling Budget Workbook for each year of the contract	Budget Workbook	First year due 9/30/22 Second year due 9/30/23	
1.8b	Submit Rev-Exp Report spreadsheet from the WIC Budget Workbook monthly with A-19	Revenue and Expense Report and A-19	First year due monthly through December 31, 2022 Second year due monthly through December 31, 2023	
<b>2</b>	<b>Breastfeeding Promotion</b>			See "Billing Requirements" below.
2.1	Provide breastfeeding promotion activities in accordance with federal and state requirements.	Status report of chosen activities in Nutrition Services Plan.  Documentation must be available for review by WIC monitor staff.	First year due 11/30/22 Second year due 11/30/23  Biennial WIC Monitor	
2.2	Work with community partners to improve practices that affect breastfeeding. Choose one or more of the following projects: <ul style="list-style-type: none"> <li>▪ Provide staff, health care providers and community partners virtual breastfeeding training resources.</li> <li>▪ Work with employers who likely employ low-income people to create worksite environments that support breastfeeding.</li> </ul>	Status report of chosen activities in Nutrition Services Plan.  Documentation must be available for review by WIC monitor staff.	First year due 8/30/22 Second year due 8/30/23  Biennial WIC Monitor	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<ul style="list-style-type: none"> <li>▪ Work with birthing hospitals to improve maternity care practices that affect WIC participant breastfeeding rates.</li> <li>▪ Provide participants access to lactation consultants.</li> </ul> Other projects will need pre-approval from the State WIC Office			
<b>3</b>	<b>Breastfeeding Peer Counseling Program (BFPC)</b>			See “Billing Requirements” below.
3.1	Provide Breastfeeding Peer Counseling Program activities in accordance with federal and state requirements. The WIC Breastfeeding Peer Counseling Program is meant to enhance, not replace, WIC Breastfeeding promotion and support activities.	Breastfeeding Peer Counseling Annual Report and expenditures from the previous federal fiscal year.  Documentation must be available for review by WIC monitor staff.	First year due 12/31/22 Second year due 12/31/23  Biennial WIC Monitor	
3.2	Track Breastfeeding Peer Counseling Program expenditures and bill separately from the WIC grant.	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
<b>4</b>	<b>Farmers Market Nutrition Program (FMNP)</b>			See “Billing Requirements” below.
4.1	Distribute all Farmers Market Nutrition Program checks to eligible WIC participants between June and September 30 of current year.	Send completed readable copy of FMNP check registers to State WIC office on a weekly basis following FMNP procedures.  Documentation must be available for review by WIC monitor staff.	Weekly June-Sept. 2022 and June-Sept. 2023  All sent by Oct. 1, 2022 and by Oct. 1, 2023  Biennial WIC Monitor	

**DOH Program and Fiscal Contact Information** for all ConCon SOWs can be found on the [DOH Finance SharePoint](#) site. Questions related to this SOW, or any other finance-related inquiry, may be sent to [finance@doh.wa.gov](mailto:finance@doh.wa.gov).

**Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)**

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on [USASpending.gov](http://USASpending.gov) by DOH as required by P.L. 109-282.

**Program Specific Requirements**

**Program Manual, Handbook, Policy References:**

The LHJ shall be responsible for providing services according to rules, regulations and other information contained in the following:

- WIC Federal Regulations, USDA, and FNS 7CFR Part 246.
- Washington State WIC Nutrition Program Policy and Procedure Manual
- Office of Management and Budget, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200



- Farmers Market Nutrition Program Federal Regulations, USDA, FNS 7CFR Part 248
- Other directives issued during the term of the contract

#### **Staffing Requirements:**

The LHJ shall:

- Use Competent Professional Authority staff, as defined by WIC policy, to determine participant eligibility, prescribe an appropriate food package and offer nutrition education based on the participants' needs.
- Use a Registered Dietitian (RD) or other qualified nutritionist to provide nutrition services to high risk participants, to include development of a high-risk care plan. The RD is also responsible for quality assurance of WIC nutrition services. See WIC Policy for qualifications for a Registered Dietitian and other qualified nutritionist.
- Assign a qualified person to be the Breastfeeding Coordinator to organize and direct local agency efforts to meet federal and state policies regarding breastfeeding promotion and support. The Breastfeeding Coordinator must be an International Board-Certified Lactation Consultant or attend an intensive lactation management course, or other state approved training.

#### **Restrictions on Funds:**

The LHJ shall follow the instructions found in the Policy and Procedure Manual under WIC Allowable Costs and 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

#### **Special References:**

What is the WIC program?

1. The WIC program in the state of Washington is administered by the Department of Health.
2. The WIC program is a federally funded program established in 1972 by an amendment to the Child Nutrition Act of 1966. The purpose of the program is to provide nutrition and health assessment; nutrition education; nutritious food; breastfeeding counseling; and referral services to pregnant, breastfeeding, and postpartum women, infants, and young children in specific risk categories.
3. Federal regulations governing the WIC program (7 CFR Part 246) require implementation of standards and procedures to guide the state's administration of the WIC program. These regulations define the rights, responsibilities, and legal procedures of WIC employees, participants, persons acting on behalf of a participant, and retailers. They are designed to promote:
  - a. High quality nutrition services;
  - b. Consistent application of policies and procedures for eligibility determination;
  - c. Consistent application of policies and procedures for food benefit issuance and delivery; and
  - d. WIC program compliance.
4. The WIC program implements policies and procedures stated in program manuals, handbooks, contracts, forms, and other program documents approved by the USDA Food and Nutrition Service.
5. The WIC program may impose sanctions against WIC participants for not following WIC program rules stated on the WIC rights and responsibilities.
6. The WIC program may impose monetary penalties against persons who misuse WIC benefits or WIC food but who are not WIC participants.

#### **Monitoring Visits:**

Program and fiscal monitoring are done on a biennial (every two years) basis and are conducted onsite.

The LHJ must maintain on file and have available for review, audit and evaluation:

- All criteria used for certification, including information on income, nutrition risk eligibility and referrals
- Program requirements
- Nutrition education
- All financial records

#### **Assurances/Certifications:**

1. **Computer Equipment Loaned by the Department of Health WIC Nutrition Program**

In order to perform WIC program activities, the Department requires computer equipment, such as computers, signature pads, document scanners, card readers and printers to be in local WIC clinics or to be transported to mobile clinics. This equipment ("Loaned Equipment") is owned by the Department and loaned to the local agency (Contractor). The Loaned Equipment is supported by the Department. This equipment shall be used for WIC business only or according to WIC Policy and Procedures.

An inventory of Loaned Equipment is kept by the Department. Each time Loaned Equipment is changed, the parties shall complete the Equipment Transfer Form and the Department updates the inventory. A copy of the Transfer Form will be provided to the contractor. Copies of the updated inventory list may be requested at any time.

The LHJ agrees to:

- a. Defend, protect and hold harmless the Department or any of its employees from any claims, suits or actions arising from the use of this Loaned Equipment.
- b. Assume responsibility for any loss or damage from abnormal wear or use, or from inappropriate storage or transportation. The Department may enforce this by:
  - 1) Requiring reimbursement from the LHJ of the value of the Loaned Equipment at the time of the loss or damage.
  - 2) Requiring the LHJ to replace the Loaned Equipment with equipment of the same type, manufacturer, and capabilities (as pre-approved by the Department), or
  - 3) Assertion of a lien against the Contractor's property.
- c. Notify the Department immediately of any damage to Loaned Equipment.
- d. Notify the Department prior to moving or replacing any Loaned Equipment.

The Department recommends Contractors carry insurance against possible loss or theft.

## 2. Civil Rights Assurance

- a. The LHJ shall perform all services and duties necessary to comply with federal law in accordance with the following Civil Rights Assurance.
- b. "The Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the ground of race, color, national origin, sex, age or handicap, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.
- c. "By accepting this assurance, the Program applicant agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees, as long as it receives assistance or retains possession of any assistance from the Department. The person or persons whose signatures appear on the contract are authorized to sign this assurance on behalf of the Program applicant."

## 3. 2CFR 200

The LHJ shall comply with all the fiscal and operations requirements prescribed by the state agency as directed by Federal WIC Regulations (7CFR part 246.6), 2CFR part 200, the debarment and suspension requirements of 2CFR part 200.213, if applicable, the lobbying restrictions of 2CFR part 200.245, and FNS guidelines and instructions and shall provide on a timely basis to the state agency all required information regarding fiscal and program information.

## Billing Requirements:

### I. Definitions

**Contract Period:** January 1, 2022 - December 31, 2024

**Contract Budget Period:** The time period for which the funding is budgeted.

- There are four federal budget periods

January 1, 2022 through September 30, 2022;

October 1, 2022 through September 30, 2023;

October 1, 2023 through September 30, 2024;

October 1, 2024 through December 31, 2024.

## 2. Billing Information:

- a. Billings are submitted on an A-19-1A invoice. These invoices are provided by the Department in the WIC Budget Workbook and include accounting codes for different budget categories.
- b. A-19s are submitted monthly and must be received by the Department within 60 days following the close of each calendar month. Additional A-19s may be submitted at any time, but must be received within 90 days of the close of the federal budget period.
- c. Funds are allocated by budget categories and by federal budget periods (refer to the budget spreadsheet).
- d. Funds are encumbered or spent only during the budget period; no carry forward from previous time periods or borrowing from future time periods is allowed.
- e. Payments are limited to the amounts allocated for the budget period for each budget category.
- f. Billings are based on actual costs for completed activities. Advance payments are not allowed. Back up documentation must be retained by the LHJ and available for inspection by the Department or other appropriate authorities.
- g. Payments will be made only for WIC approved expenditures. Refer to the Washington State WIC Nutrition Program Policy and Procedure Manual Volume 2, Chapter 4 – Allowable Costs and 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- h. If billing for indirect costs, a Cost Allocation Plan or Federal Indirect Cost Agreement must be submitted prior to payment.

**Special Instructions:**

The LHJ shall:

1. Maintain complete, accurate, and current accounting of all local, state, and federal program funds received and expended.
2. Provide, as necessary, a single audit in accordance with the provisions of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. This circular requires all recipients and sub-recipients of federal funds to have a single audit performed should they spend \$750,000 or more of federal grants or awards from all sources. Contractors spending less than \$750,000 in federal grants or awards may also be subject to audit.
3. Use Breastfeeding Peer Counseling (BFPC) Program funds only to support the peer counseling program. Once the program is established and peer counselors are trained, the majority of the salary costs must be paid to peer counselors to provide direct services to WIC participants. For a list of allowable costs see Volume 2, Chapter 4 – Allowable Costs. The priority use of BFPC funds is to hire and train peer counselors to provide breastfeeding peer counseling services to WIC participants.

<b>SPECIAL REQUIREMENTS</b>			
<b>Contract Funding Period</b>	<b>Time Period special requirement funds are available</b>	<b>Amount</b>	<b>Special Requirement Description</b>
January 2022 to September 2024	January 2022 to September 2022	\$1,050	Added in the USDA WIC Client Services Contracts category to cover training and travel expenses for all local WIC staff to participate in WIC-related trainings.
January 2023 - September 2023	January 2023 - September 2023	\$1,600	This funding is for all WIC staff to participate in WIC-related training. Added in the USDA WIC Client Services Contracts category to cover training registrations, travel expenses, staff time to participate in training (salary/benefits or contractor), and other approved WIC training expenses.
October 2023 - September 2024	October 2023 - September 2024	\$3,000	This funding is for all WIC staff to participate in WIC-related training. Added in the USDA WIC Client Services Contracts category to cover training registrations, travel expenses, staff time to participate in training (salary/benefits for part-time or contractors), and other approved WIC training expenses.

**Other:**

Any program requirements that are not followed may be subject to corrective action and may result in monetary fines or repayment of funds.



**Subcontract for Wastewater Proviso Statement of Work  
As Per Consolidated Contract with WA State Dept of Health**

**- Executive Summary -  
*BOCC Work Session***

<b>Summary</b>	Consolidated Contract CLH31012 Amendment No. 16 with Washington State Department of Health added statements of work for the Wastewater Treatment Solutions Proviso, following the legislative award of \$336,246, of which \$295,860 has been allocated to study innovative technologies that can serve as alternatives to single-family on-site systems in unincorporated Island County. After a competitive bidding process, Island County selected Sound Development Group, L.L.C., for comprehensive project management, including research into regulations, economic factors, and innovative technologies, as well as public engagement, policy coordination, and development of a comprehensive report. The award amount for this contract is \$270,860.
<b>Policy Context, Community Impact, and Outcomes</b>	<ul style="list-style-type: none"> <li>• Aligns with the priority of supporting sustainable development and improving supportive housing opportunities in unincorporated Island County by finding alternatives to single family on-site septic systems. The contractor will identify solutions, existing barriers, and develop a comprehensive report that will be shared with community members and stakeholders to guide sewage infrastructure improvement.</li> <li>• Aging single family on-site infrastructure impacts habitat health and water quality, and proactively identifying solutions lays the groundwork for long-term resiliency. The project will outline innovative approaches and technologies to advance equity and climate resiliency.</li> <li>• The contractor will take an inclusive approach by collaborating with local agencies, stakeholders, and community members, implementing collaborative design practices.</li> </ul>
<b>Fiscal Impact</b>	Amendment 16 provided \$295,860 for the Wastewater Treatment Solutions Proviso, which was an amount included in the 2024 Public Health Budget. All funding will be sub-contracted through the attached contract, apart from the indirect grant amount designated (up to \$25,000).
<b>Recommendations</b>	Accept sub-contract based on factors outlined in this Executive Summary.



**ISLAND COUNTY  
INFORMATION SHEET**

<b>ISLAND COUNTY INFORMATION SHEET</b>			
Originating Department:		Public Health	
Division/Program: <i>(i.e. Dept. Division and Program)</i>		Environmental Health	
Agreement or Grant Administrator:		Heather Kortuem, EH Manager	
Agency Name: Sound Development Group, L.L.C.		Island County	
Is this a New agreement? Yes	If not, is this an Amendment or Renewal to an Existing agreement?		No
Agreement Amount	Up to \$270860 per period of performance.		
Amended Amount			
Total Amount	\$ 270860		
Summary of Scope	Agency to conduct research, engage the public, and collect data to inform an analysis for sewage solutions in unincorporated Island County.		
Term of agreement	1 year and 5 months		
Start Date	February 1, 2024	Expiration Date	June 30th, 2025

## CONTRACT TO PROVIDE PROFESSIONAL SERVICES WITH **Sound Development Group, L.L.C.**

1. **PURPOSE:** The purpose of this agreement is to contract with a qualified firm to conduct research, engage the public, and collect data to inform an analysis for sewage solutions to accommodate housing needs and adapt to climate change in unincorporated Island County. Specifically, Island County is seeking a comprehensive understanding of alternatives to single family onsite septic systems, with a focus on alternative options for areas at-risk for inundation due to sea level rise driven by climate change, onsite systems near critical areas and critical aquifer recharge areas, as well as innovative sewage solutions that support affordable housing developments and advance environmental health equity for rural communities.

### 2. **RESPONSIBILITIES:**

Island County will:

- A. Regularly engage with contractor to define project parameters, charter, and scope.
- B. Facilitate engagement with community partners, elected officials, and other stakeholders.
- C. Support alignment with County planning and policy activities.

Sound Development Group, L.L.C. will:

- Develop comprehensive project timeline and project mapping, as well as budget plan to ensure cost-effectiveness and adherence with financial requirements. Oversee all aspects of the project while closely coordinating with Island County Public Health, including facilitating research, data collection, analysis, coordination, outreach, and completion of summary report.
- Engage in thorough research and analysis activities to include the following:
  - Analysis of existing approaches to wastewater treatment, with a focus on strategic areas identified through review of climate, equity, and critical areas data.
  - Review of sea level rise data, critical areas (including wetlands, critical aquifer recharge zones, and streams), designated fish and wildlife habitat, development data, shoreline zoning, and land use tables.
  - Asset mapping for companies and organizations involved in waste treatment, climate adaptation, and supportive housing development in unincorporated parts of Island County.
  - Review of alternative technologies, including researching innovative and emerging technologies that may benefit rural communities, looking to infrastructure strategies used or under development at the regional, statewide, national, and global scale. Research barriers, opportunities, legal framework, and costs of alternative solutions by type, including infrastructure development and permitting.
- Coordinate with stakeholders involved in wastewater management for unincorporated Island County, including development of engagement sessions with the following stakeholders. Coordination involves communication with Island County Public Health leadership regarding project status, barriers, and needs.
- Conduct Public Outreach regarding septic solutions and non-point source pollution concerns related to existing septic infrastructure. Provide opportunity for the public to share potential approaches and strategies for alternative septic solutions in unincorporated Island County, and develop community involvement in project.
- Review of existing health and development codes and applicable regulations
  - Health Code Chapter 8. Review Use Charts from Planning Department. Review relevant elements of published Comprehensive Plan for Island County; Island County Critical Areas Ordinance Chapter 17.02B, Use Tables in Chapter 17.03, and Shoreline Master Program 17.05A; RCW 84.14.010 and RCW 70A.105; Review of International Building Code 2021
- Comply with all applicable Federal and State requirements that govern this agreement.

- Coordinate with State Department of Health and Island County departments involved in climate adaptation, wastewater treatment permitting, and supportive housing, including Island County Public Health, Human Services, and Planning Department
- Create a comprehensive study report outlining alternative, scalable solutions to septic and sewer and emergent technology to provide wastewater treatment services in the unincorporated parts of Island County. The report will include the following:
  - i. Outline of project strategy
  - ii. Research summary
  - iii. Policy implications and recommendations
  - iv. Evidence-based conclusions describing proposed solutions, including how proposed solutions are protective of public and environmental health.
  - v. Implementation recommendations, including regulatory changes, funding proposal, legislative proposal.
  - vi. Review the draft report with Island County Public Health, Board of Health, and the Washington State Department of Health to produce a publish-ready report.

3. **TERM OF AGREEMENT:** The start date of this agreement is February 1, 2024, therefore the start date of this agreement has been established as of that date, and shall be in effect through June 30th, 2025.

4. **EXTENSION:** The duration of this agreement may be extended by mutual, written consent of the parties.

5. **ADMINISTRATION:** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for the administration of this agreement and for coordinating and monitoring performance under this agreement. In the event such representatives are changed, the party making the change shall notify the other party:

Island County's representative shall be:

Heather Kortuem – [h.kortuem@islandcountywa.gov](mailto:h.kortuem@islandcountywa.gov)  
1 NE 7th ST, Coupeville WA 98239

Sound Development Group, L.L.C. representative(s) shall be:

Carl Garrison - [carl@sdg-llc.com](mailto:carl@sdg-llc.com)  
1111 Cleveland Avenue, Suite 202, Mount Vernon, WA 98273

6. **TREATMENT OF ASSETS AND PROPERTY:** No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this agreement.
7. **INDEMNIFICATION:** Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law and further agrees to save, indemnify, defend, and hold harmless the other party from any such liability. It is further provided that no liability shall attach to Island County by reason of entering into this agreement, unless expressly provided herein. See complete Insurance and Indemnification information in Exhibit A.
8. **TERMINATION:** Any party hereto may terminate this agreement upon (30) day notice in writing either personally delivered or mailed to the party's last known address for the purposes of giving notice under this paragraph. 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.
9. **CHANGES, MODIFICATIONS, AMENDMENTS, OR WAIVERS:** The agreement may be changed, modified, amended, or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this agreement shall not be considered a waiver of any prior or subsequent breach.
10. **SEVERABILITY:** In the event of any term or condition of this agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this agreement which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this agreement are declared severable.
11. **ENTIRE AGREEMENT:** This agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.
12. **OTHER PROVISIONS:** Sound Development Group, L.L.C. will comply with all applicable Federal and State requirements that govern this agreement.

Each signatory below to this Agreement warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter the agreement and to bind the party thereto.

**ISLAND COUNTY:**

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Jill Johnson, Chair  
Board of Island County Commissioners

Date

**Sound Development Group, L.L.C.:**

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Patrick Severin, P.E., Professional Engineer

Date

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Carl Garrison, P.E. Project Lead

Date



## Exhibit A

### III. INDEMNIFICATION

To the fullest extent permitted by law, Sound Development Group, L.L.C. shall indemnify, defend, and hold harmless Island County, all officials, agents, and employees of Island County, from and against all claims arising out of or resulting from the performance of the agreement.

“Claim” as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney’s fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Sound Development Group, L.L.C. obligation to indemnify, defend, and hold harmless includes any claim by Sound Development Group, L.L.C. agents, employees, representatives, or any subcontractor to its employees.

Sound Development Group, L.L.C. expressly agrees to indemnify, defend, and hold harmless Island County for any claim arising out of or incident to Sound Development Group, L.L.C. or any subcontractor’s performance or failure to perform the agreement. Sound Development Group, L.L.C. obligation to indemnify, defend, and hold harmless Island County shall not be eliminated or reduced by any actual or alleged concurrent negligence of Island County or its agents, agencies, employees, and officials.

### IV. INSURANCE

Prior to commencement of services under this agreement, Sound Development Group, L.L.C. shall submit to Island County certificates of insurance or certified copies of insurance policies and endorsements, if requested by the County, for the coverage required below and shall maintain the same type and amount of coverage as is currently in effect for the life of this agreement. Each insurance certificate shall provide that coverage will not be canceled or reduced below the contractual amounts stated herein without forty-five (45) days prior to notice to the County. Sound Development Group, L.L.C. shall maintain at Sound Development Group, L.L.C. sole expense unless otherwise stipulated, the following insurance coverages, insuring Sound Development Group, L.L.C. employees, agents, designees, and indemnities as required herein:

1. Sound Development Group, L.L.C. shall not commence work under this agreement until Sound Development Group, L.L.C. has obtained all insurance required under this paragraph and such insurance has been approved by the County.
2. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Washington and have a Best’s rating of at least A-VII. All insurance, other than Professional Liability and workmen’s Compensation to be maintained by Sound Development Group, L.L.C. shall specifically include the County as an “Additional Insured” and shall not be reduced or canceled without forty-five (45) days written prior notice to the County. Sound Development Group, L.L.C. Insurance coverage shall be primary insurance as respect to the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the county, its officers, officials, employees, or volunteers shall be excess of the Agency’s insurance and shall not contribute to it.
3. Sound Development Group, L.L.C. shall maintain, during the life of the agreement, Industry Standard Occurrence Commercial General Liability Policy Form (CG0001) or equivalent, including Premises/Operations, Products/Completed Operations, Blanket Contractual Liability and Personal Injury Coverage, to protect Sound Development Group, L.L.C. from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this agreement whether such operations be by Sound Development Group, L.L.C. or by anyone directly employed by or contracting with Sound Development Group, L.L.C..

Specific limits required:

\$2,000,000 General Aggregate  
\$1,000,000 Products/Completed Operations

\$1,000,000 Personal Injury and Advertising Injury  
\$1,000,000 Each Occurrence

The Commercial General Liability Policy will contain an endorsement naming the County as Additional Insured (CG2010) and an endorsement that specifically states Sound Development Group, L.L.C. General Liability shall be primary, and not contributory, with any other insurance maintained by the County.

The policy shall be endorsed to include stop gap employer's liability coverage with minimum limits as follows:

\$1,000,000 Each Accident \$1,000,000 Policy Limit for Disease \$1,000,000 Each Employee for Disease
--

4. Commercial General Liability insurance shall be endorsed to include a "cross liability", indicating essentially that except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

5. Sound Development Group, L.L.C. shall maintain, during the life of this agreement, Business Automobile Liability Insurance (CA0001), or equivalent in the amount of \$1,000,000 Bodily Injury and Property Damage per Accident to protect The Camano Center from claims which may arise from the performance of this agreement, whether such operations be by The Camano Center or by anyone directly or indirectly employed by Sound Development Group, L.L.C.. Covered auto shall be designated as "Symbol 1" any auto.

6. All Liability coverages, except Professional Liability, shall be written on an Occurrence policy form. If coverage is Claims Made form, the Retroactive Date shall be prior to or coincident with the date of this agreement, and the policy shall state that coverage is Claims Made, and state the Retroactive Date.

7. Sound Development Group, L.L.C. shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. Sound Development Group, L.L.C. shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to the commencement of work.

8. Industrial Insurance Waiver - With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, Sound Development Group, L.L.C. expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, 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 Sound Development Group, L.L.C. against the County. This waiver is mutually negotiated by the parties to this Agreement.

9. Professional Liability Insurance - Prior to the start of work, Sound Development Group, L.L.C. will secure and maintain at its own expense Professional Liability Insurance in the amount of not less than \$1,000,000 per claim and in the aggregate. Such insurance will be provided by an insurance carrier with a Best's Rating of not less than A-VII. If coverage is Claims Made, the retroactive date shall be prior to or coincident with the date of this agreement. The policy shall state that coverage is claims made, and state the retroactive date. Claims Made form coverage shall be

maintained by Sound Development Group, L.L.C. for a minimum of three (3) years following the termination of this agreement, and Sound Development Group, L.L.C. shall annually provide the County with proof of renewal.

10. Subcontractors - Sound Development Group, L.L.C. shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontracts shall be subject to all of the requirements stated herein.

**NOTE TO DEPARTMENTS: Limits of insurance may vary depending on individual contracts.**



**ISLAND COUNTY PUBLIC WORKS**

**WORK SESSION AGENDA**

**MEETING DATE: 1/17/2024**

**To: Jill Johnson, Chair**  
**Board of Island County Commissioners**

**From: Esco Bell, Director**

**Amount of time requested for agenda discussion. 30 minutes**

**DIVISION: County Roads**

**Agenda Item No.: 1**

**Subject: 2024 Pavement Preservation Program**

**Description: Annual hot mix (HMA) asphalt paving on various roads as needed.**

**Attachment: Memorandum, Budget, District Maps**

**Request: *(Check boxes that apply)***

- Move to Consent
- Move to Regular
- None/Informational
- Schedule a Public Hearing
- Signature Request
- Other: Approve

**IT Review: Not Applicable**

**Budget Review: Not Applicable**

**P.A. Review: Not Applicable**

**DIVISION: Parks**

**Agenda Item No.: 2**

**Subject: Cornet Bay Dock Replacement Design Contract**

**Description: Contract with PND Engineers for Cornet Bay Dock Replacement design.**

**Attachment: Memorandum, Contract, Contract Approval**

**Request: *(Check boxes that apply)***

- Move to Consent
- Move to Regular
- None/Informational
- Schedule a Public Hearing
- Signature Request
- Other: \_\_\_\_\_

**IT Review: Not Applicable**

**Budget Review: Complete**

**P.A. Review: Complete**

*(continued on next page)*



**DIVISION: Engineering**

**Agenda Item No.: 3**

**Subject: Multi-Year Traffic Control Sign Contract – Extension No. 1**

**Description:** The current Island County contract with Granite Construction Company for purchasing traffic control signs is set to expire on March 8th, 2024. In accordance with section 2.4 Extension of Contract Period, the County is exercising its sole option to extend the contract term for a one-year period to March 27th, 2025; the contract period may be extended twice.

**Attachment: Memorandum, Bid Item Price Increase Sheets**

**Request:** *(Check boxes that apply)*

- Move to Consent                       Move to Regular
- None/Informational                       Schedule a Public Hearing
- Signature Request                       Other: \_\_\_\_\_

**IT Review:** Not Applicable  
**Budget Review:** Complete  
**P.A. Review:** Complete

**DIVISION: Engineering**

**Agenda Item No.: 4**

**Subject: 2024 – 2025 Multi Year Consultant Services Agreement – Traffic Signal Maintenance**

**Description:** The Island County Public Works Department recently published a Request for Qualifications seeking professional services to fulfill traffic signal maintenance.

**Attachment: Memorandum**

**Request:** *(Check boxes that apply)*

- Move to Consent                       Move to Regular
- None/Informational                       Schedule a Public Hearing
- Signature Request                       Other: \_\_\_\_\_

**IT Review:** Not Applicable  
**Budget Review:** Complete  
**P.A. Review:** Complete

*(continued on next page)*

**DIVISION: County Roads**

**Agenda Item No.: 5**

**Subject: Petition to Open an Unopened County Right-of-Way in Section 14, Township 31 North, Range 2 East**

**Description:** Discuss the request by Camano Properties III, Inc. to Open an Unopened County Right-of-Way known as Rowe Road, Section 25, Township 30 North, Range 2 East.

**Attachment: Memorandum, Utility Permit Application, Attachment A, Access Permit Application, Appendix A, Maps**

**Request:** *(Check boxes that apply)*

- Move to Consent                       Move to Regular
- None/Informational                       Schedule a Public Hearing
- Signature Request                       Other: \_\_\_\_\_

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

**P.A. Review:** Not Applicable



## Island County Public Works

Esco Bell, P.E., Director

1 NE 7th Street, Coupeville, WA 98239

Ph: Whidbey 360-679-7331 | Camano 360-387-3443 | S Whidbey 360-321-5111

Email: E.Bell@islandcountywa.gov | www.islandcountywa.gov

### MEMORANDUM

January 17, 2024

TO: Board of County Commissioners – Island County

FROM: Esco Bell – Island County Director

RE: 2024 Pavement Preservation Program

The Public Works Department is presenting to the Board of Island County Commissioners (BICC), at its January 24, 2024, Work Session, Annual Pavement Preservation Program for the year 2024.

#### **The Process:**

The program before the BICC is a result of an intensive process of evaluating and verifying the need to mitigate road surface deterioration. The process begins with evaluating all roads by measuring visual distresses and defects. The severity and extent of surface distress of 584 miles of paved County Roads are evaluated biannually. This is a required component of the County's Pavement Management System (PMS) as outlined in the Washington Administrative Code 136-70-040. Each road is given a rating; 100 represents a new/newly resurfaced road, the lower the number, the worse is its condition. This provides the Department a guide to determine which road needs to be resurfaced.

Factors considered are average daily traffic on the road, whether roads are classified as truck routes, &/or the age of the road. The Engineering Manager, Road Shop Supervisor, Road Shop Superintendent, and the Project Manager verify the roads on the proposed program and together make a recommendation to either proceed or defer resurfacing. At the same time, the proper surface treatment is also evaluated. All the while, the goal of this process is to resurface the roads that are needed with the proper surface and at the appropriate time.

**The Program:** The Program currently represents 6.16 % of the County Road centerline miles (36 miles out of 584 miles) proposed to resurface in 2024; objective is to resurface every 15-20 years. The locally funded portion estimated cost is \$5,100,000.

**Interagency Efforts:** The City of Oak Harbor Interagency Agreement reimbursable estimated cost is \$45,000.

**What's Next:** The Department will be preparing several documents for the BICC consent agenda in the coming months. These will be "Interagency Agreements", "Call for Bids" & "Awarding of the Contract" for overlays contracts.

# 2024 Pavement Shop Totals Report

Shop	ESTIMATED TOTAL SEAL COAT QUANTITIES							ESTIMATED TOTAL CONTRACT TONNAGE					SHOULDER WIDENING			GRAND TOTALS	
	1S Miles	1SWF Miles	ICE Miles	ICEWF Miles	FOG Miles	Fog Seal Total Miles	County Total Miles	County Costs	M. P. Miles	C. P. Miles	Contractor Total Miles	Contractor Costs	Shoulder Widening Miles	Shoulder Widening Tons	Shoulder Widening Costs	MILES GRAND TOTAL	COSTS GRAND TOTAL
<b>Bayview</b>	0.00	9.94	0.00	2.29	0.00	12.23	<b>12.23</b>	<b>\$798,824.34</b>	0.00	0.00	<b>0.00</b>	<b>\$0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>\$0.00</b>	12.23	<b>\$798,824.34</b>
<b>Camano</b>	0.00	4.31	0.00	2.65	0.00	6.96	<b>6.96</b>	<b>\$587,216.47</b>	0.00	0.00	<b>0.00</b>	<b>\$0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>\$0.00</b>	6.96	<b>\$587,216.47</b>
<b>Coupeville</b>	0.00	0.34	0.00	0.00	0.00	0.34	<b>0.34</b>	<b>\$26,680.63</b>	6.44	0.71	<b>7.14</b>	<b>\$1,109,950.14</b>	<b>0.00</b>	<b>0.00</b>	<b>\$0.00</b>	7.49	<b>\$1,136,630.76</b>
<b>Oak Harbor</b>	0.00	0.00	0.00	0.84	0.00	0.84	<b>0.84</b>	<b>\$44,385.98</b>	3.83	5.61	<b>9.44</b>	<b>\$2,248,347.44</b>	<b>0.00</b>	<b>0.00</b>	<b>\$0.00</b>	10.27	<b>\$2,292,733.42</b>
																36.95	\$4,815,404.99

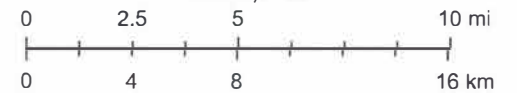


# 2024 PPP Planning - Road Shop Input



9/28/2023

1:432,742



Island County, WA State Parks GIS, Esri, HERE, Garmin, SafeGraph, FAO, METI/NASA, USGS, Bureau of Land Management, EPA, NPS

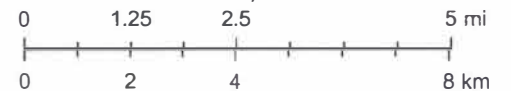


# 2024 PPP Planning - Road Shop Input



9/28/2023

1:216,371



County of Skagit, Island County, WA State Parks GIS, Esri Canada, Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, Bureau of Land



## Island County Public Works

*Esco Bell, P.E., Director*

---

1 NE 7<sup>th</sup> Street, Coupeville, WA 98239

Ph: Whidbey 360-679-7331 | Camano 360-387-3443 | S Whidbey 360-321-5111

Email: [e.bell@islandcountywa.gov](mailto:e.bell@islandcountywa.gov) | [www.islandcountywa.gov](http://www.islandcountywa.gov)

### MEMORANDUM

January 17, 2023

TO: Board of County Commissioners – Island County

FROM: James Sylvester, Public Works Engineer

RE: Contract with PND Engineers for Cornet Bay Dock Replacement

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Public Works would like to discuss a proposed contract for the design of the Cornet Bay Dock Replacement Project. Public Works brought a budget amendment to the board at work session on December 13, 2023, which was approved December 19, 2023 at regular meeting.

PND Engineers has been selected by Public Works to complete this work. The design contract amount is \$388,494 and it is not anticipated to exceed this amount. Public Works requests board approval to move forward with the contract as presented.

# Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: PW-2023-131

Firm/Organization Legal Name (do not use dba's): PND Engineers, Inc.	
Address 3240 Eastlake Ave E, Seattle, Washington 98102	Federal Aid Number
UBI Number 601-064-415	Federal TIN 92-0072819
Execution Date When signed	Completion Date When completed
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Project Title Cornet Bay Dock Replacement	
Description of Work Design/PE for Cornet Bay Dock replacement to include: a) Removal and disposal of existing dock and creosote pilings b) Salvage and reuse of existing aluminum catwalk and gangway c) Floating dock designed to accommodate public moorage (non-commercial) d) Piling design e) Float stop designs to prevent float grounding (approximately first 250 feet) f) Survey and/or Bathymetry as appropriate g) Performance of soil exploration and analysis as appropriate h) Development of environmental mitigation strategies as appropriate i) Estimate project cost and construction schedule j) Compliance with County/State/Federal requirements	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No SBE Participation	Maximum Amount Payable: \$388,494

## Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures



THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the Island County Public Works Department, hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

## **I. General Description of Work**

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

## **II. General Scope of Work**

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

## **III. General Requirements**

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the [wsdot.diversitycompliance.com](http://wsdot.diversitycompliance.com) program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: James Sylvester  
Agency: Island County Public Works  
Address: 1 NE 7th Street  
City: Coupeville State: WA Zip: 98239  
Email: [j.sylvester@islandcountywa.gov](mailto:j.sylvester@islandcountywa.gov)  
Phone: 360.678.7957  
Facsimile: 360.678.4550

If to CONSULTANT:

Name: Todd Belscik, PE  
Agency: PND Engineers, Inc.  
Address: 3240 Eastlake Ave E  
City: Seattle State: WA Zip: 98102  
Email: [tbelsick@pndengineers.com](mailto:tbelsick@pndengineers.com)  
Phone: 206-624-1387  
Facsimile: 206-624-1388

#### **IV. Time for Beginning and Completion**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

## V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 ([www.ecfr.gov](http://www.ecfr.gov)).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E” will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fee.

- A. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.



## **VI. Sub-Contracting**

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

## **VII. Employment and Organizational Conflict of Interest**

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

## VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

## IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

## **X. Changes of Work**

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

## **XI. Disputes**

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

## **XII. Legal Relations**

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

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

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

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

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.



Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: James Sylvester  
Agency: Island County Public Works  
Address: 1 NE 7th Stree  
City: Coupeville State: WA Zip: 98239  
Email: j.sylvester@islandcountywa.gov  
Phone: 360.678.7957  
Facsimile: 360.678.4550

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

### **XIII. Extra Work**

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

### **XIV. Endorsement of Plans**

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

### **XV. Federal Review**

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

### **XVI. Certification of the Consultant and the Agency**

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENTS over one hundred thousand dollars (\$100,000.00) and Exhibit "G-4" is required only in AGREEMENTS over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

### **XVII. Complete Agreement**

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

### **XVIII. Execution and Acceptance**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

## **XIX. Protection of Confidential Information**

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes (“State’s Confidential Information”). The “State’s Confidential Information” includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver’s license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State’s Confidential Information in strictest confidence and not to make use of the State’s Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY’s express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State’s Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY’s option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State’s Confidential Information; or (ii) returned all of the State’s Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State’s Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State’s Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State’s Confidential Information was received; who received, maintained, and used the State’s Confidential Information; and the final disposition of the State’s Confidential Information. The CONSULTANT’s records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State’s Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State’s Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as “Confidential” and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

## **XX. Records Maintenance**

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTS, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.



For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.



12/21/2023

Signature

Date

Todd Belsick, PE  
PND Engineers, Inc.

Signature

Date

Jill Johnson - Chair  
Board of County Commissioners  
Island County, Washington

*Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.*

**Exhibit A**  
**Scope of Work**

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Project No. PW-2023-131

See attached Exhibit A-1, Scope of Work

**EXHIBIT A-1**  
**Scope of Work**  
**November 6, 2023**



November 6, 2023

PND No. 23S-121

James Sylvester  
Island County Public Works  
Civil Engineer  
1 NE 7th Street  
Coupeville, WA 98239

**SUBJECT: Cornet Bay Dock Replacement, R2**

Dear Mr. Sylvester,

PND Engineers, Inc. (PND) appreciates the opportunity to provide engineering services to Island County Public Works (ICPW) for the Cornet Bay Dock Replacement Project.

The floating dock is approximately 586' in length consisting of wooden floats moored with timber piles at regular spacings along the length. The float is accessed from shore via a fixed elevation 50-foot catwalk and 35-foot gangway (supported by an abutment and timber pile bent respectively). The primary use of the facility is public moorage of vessels.

The following elements will be included in this scope of work:

- Removal and disposal of the entire existing floating dock and creosote piles
- Salvage and reuse of existing aluminum catwalk and gangway
- Floating dock designed to accommodate public moorage (non-commercial)
- Piling design
- Float stop designs to prevent float grounding (approximately first 250 feet)
- Survey and/or Bathymetry as appropriate
- Performance of soil exploration and analysis as appropriate
- Development of environmental mitigation strategies as appropriate
- Estimate project cost and construction schedule
- Compliance with County/State/Federal requirements



Figure 1 – Existing Conditions

## PROJECT TEAM

PND will subcontract with the following firms:

GeoEngineers (GEO) – Geotechnical Engineers, Environmental and Permitting support

APS Survey and Mapping (APS) – Topographic and Bathymetric Surveys

## SCOPE OF WORK

PND will perform the following work tasks as part of this proposal and they will be described in more detail below:

- Task I – Surveys
- Task II – Geotechnical Investigation and Analysis
- Task III – Schematic Design
- Task IV – Permitting
- Task V – Design Development
- Task VI – Construction Documents
- Task VII – Bidding, Construction Administration & Project Closeout

### **Task I – Surveys**

- APS will perform topographic and bathymetric survey of the site. See Figure 2 for approximate limits of survey (upland in green and in water to approx. 150' from centerline of floats. There is also a cable that is identified within the project limits and the survey will attempt to locate and include in deliverables. PND will prepare a project base map from the survey information that will be used for the project.

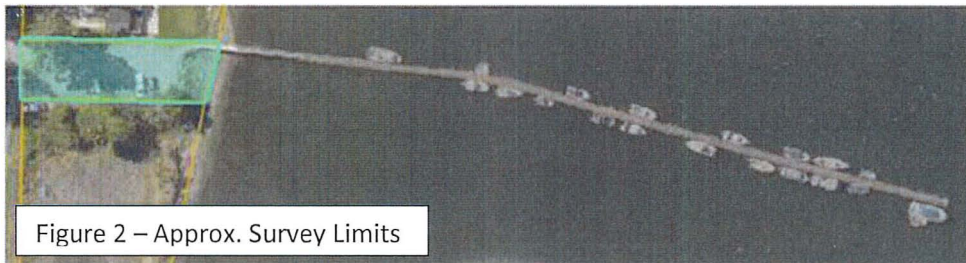


Figure 2 – Approx. Survey Limits

### **Task II – Geotechnical Investigation & Analysis**

- GEO will oversee drilling for up to four geotechnical borings along the float alignment at approximately 200-foot intervals. Borings will be advanced to approx. 40 to 50-feet below mudline. Soil samples will be collected and sent to a lab to obtain soil characteristics needed for the design. This task will also include obtaining permits for the boreholes.



### Task III – Schematic Design

- Our team will conduct an on-site visit to Cornet Bay to review site and attend initial planning meeting with Island County staff. Only allowance for Project Manager to attend.
- Our team will review available background information which may include but is not limited to previous plans, as-builts, studies (including metocean, mooring/berthing analysis), permitting, tideland ownership. It is assumed the County will provide existing information upon request. PND included a limited number of hours for this task.
- Explore and address permitting related considerations that could affect design and cost (i.e. replacement float length (in relation to longer fixed approaches, grounding of floats, float material, light penetrating elements, etc.)
- Initial correspondence with permitting agencies and authorities having jurisdiction, as necessary.
- Prepare and deliver 30% design plan set. During the Schematic Design phase, PND will provide those services necessary to prepare design documents consisting of drawings illustrating the general scope, scale, and relationship of project components for approval by project stakeholders. Design will be conceptual in character, based on the requirements developed during discussion with project stakeholders. Structural services will include recommendations regarding basic structural material and systems, analysis, and development of conceptual design solutions.
- Provide Rough Order of Magnitude (ROM) opinion of probable construction costs based on 30% deliverable.
- Develop a project schedule through design, permitting, and construction based on 30% deliverable and permitting requirements.

### Task IV – Permitting

- GEO will provide predesign/permitting services that will include a pre-application meeting with the agencies to determine requirements to incorporate into the design. GEO will then provide SEPA and Shoreline permit coordination, HPA submittal and federal permitting support including JARPA, Biological Assessment and Mitigation Calculator submittals.

### Task V – Design Development

- A design review meeting will take place; via teleconference, to review the comments and responses to the Schematic Design Submittal.
- The basic objectives of the Design Development phase are to prepare sufficient plans, details, material and installation specifications, to understand the character, quality, content, and cost of the intended scope of the project. This is where the information in the Schematic Design is further expanded, refined, and modified as required to meet desired design criteria. This will require regular input and coordination between the design team and stakeholders to completely satisfy the specific needs and objectives for the project. Design drawings, specifications and estimate will be prepared to an approximate 60% level of completion.
- Design of the specific structural system(s) and schematic design documents will be advanced in sufficient detail to establish basic structural system and dimensions, structural design criteria, foundation design criteria, preliminary sizing of major structural components, critical coordination clearances, and outline specifications or materials lists. PND will also retain a corrosion specialist in order to design the appropriate level of corrosion protection for the structures. Corrosion protection services will include preliminary design and recommendations on a corrosion protection system for all marine exposed materials

### Task VI – Construction Documents

- A design review meeting will take place; via teleconference, to review the comments and responses to the Design Development Submittal.
- During the construction documents phase, the design team will provide the services necessary to develop construction documents consisting of drawings, specifications, and other documents describing the requirements for construction of the project.
- Design services will be advanced to provide final structural engineering calculations, drawings, and specifications based on approved design development documentation. The final deliverables will provide sufficient details required to bid the project.

### Task VII – Bidding, Construction Administration Support & Project Closeout

- Address bidder questions and issue revised construction documents as needed.
- Attend pre-bid and project construction meetings.
- Provide office support as required.
- Submittals and request for information (RFI) review and response.
- Construction phase periodic fabrication visits and observations.
- Construction phase periodic onsite visits and observations.
- Substantial completion site visit and punch list walkthrough.

### DELIVERABLES

- Survey (Civil 3D)
- Geotechnical report (.pdf format)
- Schematic Design (30%) plans (.pdf format)
- Permitting documentation as required (.pdf format)
- Design Development (60%) plans and estimates (.pdf format)
- Construction Documents (100%) plans, specification and estimates (.pdf format)
- Construction Administration Support as req'd

**SCHEDULE**

The following is the tentative schedule for the project:

- Task I– Surveys
  - Field Work within 3 weeks of NTP
  - Data processing and survey documents within 5 weeks of NTP
- Task II – Geotechnical Investigation and Analysis
  - Field Work anticipate within 4 weeks of NTP
  - Lab Testing and Analysis anticipate within 8 weeks of NTP
- Task III – Schematic Design
  - Schematic Design (30%) Submittal within 8 weeks of NTP
- Task IV – Permitting
  - Ongoing throughout
- Task V – Design Development
  - Schematic Design (30%) Submittal ICPW Review 1 week
  - Design Development (60%) Submittal within 12 weeks of NTP
- Task VI – Construction Documents
  - Design Development (60%) Submittal ICPW Review 1 week
  - Design Development (60%) Submittal – DRAFT within 16 weeks of NTP
- Task VII – Bidding, Construction Administration & Project Closeout TBD

**ASSUPTIONS / EXCLUSIONS**

- See ASP Survey & Mapping proposal attached for assumption / exclusion to the survey scope of work.
- See GEO Permitting Assistance proposal attached for assumptions/exclusion to the Environmental scope of work.
- See GEO Geotechnical proposal attached for assumptions/exclusion to the Geotechnical scope of work.
- Floats will be performance specified.
- Excludes any utilities.
- Excludes any lighting.
- Excludes any community input and public outreach services.
- Excludes all other items not specifically addressed in this scope of work.

CORNET BAY DOCK REPLACEMENT DOCK

FEE

PND will provide these services for the following Time and Expenses amount:

Task	Item	Cost
I	Surveys	\$ 18,250
II	Geotechnical Investigation & Analysis	\$ 135,200
III	Schematic Design	\$ 53,200
IV	Permitting Allowance <sup>1</sup>	\$ 60,654
V	Design Development	\$ 35,500
VI	Construction Documents	\$ 40,589
VII	Bidding, Construction Administration Support & Project Closeout	\$ 45,100
<b>Total</b>		<b>\$ 388,494</b>

Note:

1. Design team will revisit after Schematic Design and modify as needed to match determined project approach.

If requested, PND will provide services which are outside of those described services on a time and expenses basis. PND will invoice that time in accordance with our current standard rate schedule and our expenses at cost plus 10 percent on a monthly basis. A current PND standard rate sheet is attached.

If you have questions or need further information, please feel free to call me. We look forward to working with you on this project.

Sincerely,

PND Engineers, Inc. | Seattle Office



Todd Belsick, P.E.  
Vice President



Brian Porter, P.E.  
Project Manager

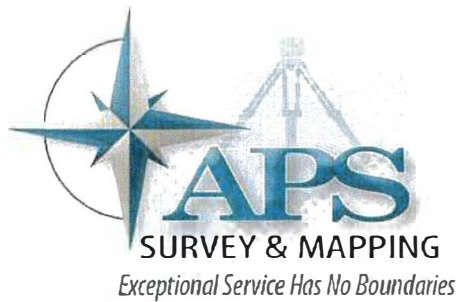
Attachments:

1. Fee Spreadsheet Breakdown
2. PND Rate Sheet
3. APS Survey & Mapping Topographic & Bathymetric Proposal dated September 28, 2023
4. GeoEngineers Engineering Services Proposal dated October 10, 2023
5. GeoEngineers Permitting Assistance Proposal dated September 29, 2023





APS Survey & Mapping Topographic & Bathymetric Proposal  
dated September 28, 2023



September 28, 2023

Todd Belsick, PE | Vice President  
PND Engineers  
3240 Eastlake Avenue East  
Seattle, WA 98102  
E-mail: [tbelsick@pndengineers.com](mailto:tbelsick@pndengineers.com)  
Phone: (O) 206.624.1387 | (M) 206.450.2617

Topographic & Bathymetric Survey Proposal  
Subject Property: 296 Cornet Bay Rd, Oak Harbor  
Tax Parcel No: R13436-480-1390  
Project #: 1081.051

## INTRODUCTION

Thank you for the opportunity to provide this proposal for surveying services for the above-referenced project. Based on preliminary research of recorded documents, we have identified a scope of work and a lump sum fee for your project. Our surveying services will be provided contingent upon the following:

- The client is the property owner or an authorized agent of the property owner.
- The client will provide right of entry onto the property.
- In some cases, the cutting of brush or small trees is necessary to complete the field survey.

## SCOPE OF WORK

This scope of work is based on the typical requirements for a Topographic & Bathymetric Survey based on our experience with similar projects. The cost of the standard Topographic & Bathymetric Survey is delineated in the fee section of this proposal.

### Topographic & Bathymetric Survey:

- APS will control the site by establishing Washington State Plane (NAD83/91) North Zone, NAVD88, ground scale based coordinates expressed in U.S. Survey Feet on the monumentation surrounding the site.
- APS will calculate parcel boundary lines. Easements will be calculated if provided with a current title report for the subject parcel.
- APS will locate all floats, piles and any utilities on the site.
- APS will locate all upland features within 150' of the float.
- APS will conduct a bathymetric survey for the area within 150' of the floats on the site and extend 10' beyond parcel boundary lines.
- APS will locate a cable on the east side of the property.

### Mapping:

- APS will prepare a topographic map at a scale of 1"=40' and prepared on a 22"x34" sheet, signed and sealed by a Professional Land Surveyor.
- APS will map at 1-foot contours and show spot elevations as needed.
- APS will prepare and deliver the electronic survey information in Civil 3D format in accordance with Division 1, Section 5.01 of the Electronic Engineering Data Standards Manual.

### Deliverables:

- APS will provide pdf copies of the topographic survey.
- APS will provide project civil 3d file.

## SCHEDULE

Once we have received the signed contract and retainer, the field work and mapping will be completed within approximately 30 business days.



## **FEES**

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We propose to provide these services on a lump sum basis. The tables below identify the fees for the scope of services as outlined above.

See following page.

### **Additional Work and Changes in Scope of Work**

Additional work requested by the Client, Client Representative, Engineer or arising from inaccurate or incomplete information furnished by the Client, Client Representative, or Engineer is not included in this fee. It is further understood that if there are client, client representative, or engineer-initiated changes and/or additional governmental requirements that are not covered in the Scope of Work, these changes shall be billed on a time and materials basis in accordance with the current Rate Schedule included at the end of this proposal.

### **Re-Staking**

Any re-staking shall be paid for by Client as extra work outside of the scope in this contract unless it is necessary because of the act of omission of APS Survey & Mapping, Inc. It shall be billed in accordance with the Rate Schedule included at the end of this proposal.

We appreciate the opportunity to provide you with our proposal for services. If you have any questions or need additional information, please feel free to reach out directly to me anytime.

Regards,  
APS Survey & Mapping, Inc.

Sam Ward, PLS, CFedS  
Principal Surveyor  
samw@apssm.com  
509.656.4065 - cell  
425.746.3200 – office







GeoEngineers Geotechnical Investigation and Analysis Proposal  
dated October 10, 2023



554 West Bakerview Rd  
Bellingham, Washington 98226  
360.647.1510

October 10, 2023

PND Engineers, Inc.  
3240 Eastlake Avenue East  
Seattle, Washington 98102

Attention: Todd Belsick, PE

Subject: Proposal  
Geotechnical Engineering Services  
Cornet Bay County Park Dock Improvements  
Island County, Washington  
File No. 0422-176-02

## **INTRODUCTION**

We are pleased to submit this proposal for geotechnical engineering services regarding the proposed dock improvements at the Cornet Bay County Park Project site in Island County, Washington. Our understanding of the project is based on information provided by you and a review of aerial photographs of the site.

The project site is located on the southwest edge of Cornet Bay, in the north part of Whidbey Island. Existing features at the site include a narrow, pile-supported gangway, and timber-pile restrained floating docks. The static portion of the pier and gangway is about 90 feet long. The floating portion of the dock is constructed of wood and approximately 600 feet long. We understand that the proposed improvements, include replacing the gangway and floating piers and the proposed replacement facilities will be located in about the same position as the existing features.

New construction will include piles to support the new gangway, and piles to laterally restrain the floating piers. Geotechnical design parameters for up to two pile types are required, based on information provided by PND. We understand that geotechnical design parameters for the piles and possibly the pier abutment are also required. Over-water drilling will be necessary to evaluate subsurface conditions and assess soil strength data at the site. GeoEngineers previously completed an offshore exploration program for the State Park dock located 1,500 feet to the northeast. The profile generally consisted of soft/loose marine sediments overlying dense sand and hard silt at a depth of 38 feet below mudline in the boring furthest offshore.

## SCOPE OF SERVICES

Our services for this part of the project will include exploring subsurface conditions in the project area, performing engineering analyses and providing geotechnical design parameters for the proposed improvements. Our specific scope of services will include the following tasks:

### Task 100 – Permitting Services

1. Coordinating permit applications for drilling over-water borings. We will complete and submit the appropriate permit applications to Federal, State, and local agencies (e.g., US Army Corps of Engineers, Washington Department of Fish and Wildlife (WDFW) and Island County). An exploration plan memorandum describing the proposed drilling methods, the locations of the proposed borings, and potential effects of the action will be prepared to be submitted to various agencies. We assume that the existing Biological Site Assessment/Critical Areas Report dated September 14, 2022, including the eelgrass delineation conducted on July 14, 2022, will be sufficient for applying for geotechnical exploration permits. If additional site assessments are required, we can prepare a contract amendment for those additional services.

### Task 200 – Geotechnical Engineering Services

1. Coordinate explorations with Island County, driller and barge operator. Some boat slips will need to be vacated for drilling operations to facilitate tying off to the existing floating dock.
2. Contacting the Washington Utilities Coordinating Council, “One Call” service to locate utilities in the project area. Because our explorations will be performed on private property and over water, it is possible that the “One Call” service will not locate utilities within the project boundaries.
3. Drilling three borings in the area of the proposed pier/gangway and dock. The borings will be drilled over water from a flexi-float barge that is maneuvered with a small boat. We plan to advance the borings to depths of up to 40 to 50 feet below mud line using hollow-stem auger drilling techniques. Complete one boring on land near the existing pier and gangway. The drilling and barge services will be subcontracted to GeoEngineers. We have planned for two days of offshore drilling and one day for land boring.
4. Collecting soil samples in the borings on 5-foot intervals using driven split-spoon samplers. Shelby tubes may be attempted if a significant thickness of soft soil is encountered. Existing eelgrass will be avoided when selecting boring locations.
5. Completing laboratory tests on selected samples recovered from the borings. We anticipate that the laboratory testing program will include grain-size distribution tests, moisture-density determinations and possibly Atterberg limit tests if fine grained cohesive soil materials are encountered.
6. Characterizing the subsurface conditions at the site based on results of the field exploration and laboratory testing programs, including preparation of a cross section.
7. Developing recommendations for pile support/restraint of the proposed pier and dock sections. We will provide allowable downward and upward capacities for two potential pile types.
8. We will provide LPILE parameters for PND to evaluate the lateral capacity of the piles.

9. Developing geotechnical recommendations for design and construction of the proposed pier abutment. We assume that the foundation system will consist of shallow spread footings or piles if appropriate. Our recommendations will include settlement estimates, seismic design considerations, and construction guidelines.
10. Evaluating and discussing general seismic considerations for the pier design.
11. Developing and providing general pile installation criteria. More detailed pile installation analyses can be provided in a later phase of the project, after the preferred pile type has been selected.
12. Preparing a written geotechnical report that presents our findings, conclusions and recommendations, along with the results of our field exploration and laboratory testing programs.

The site exploration program will be managed by an experienced representative from our staff who will coordinate our on-site activities with your designated representative to obtain samples from the explorations as described above and maintain a continuous log of each exploration.

The exploration schedule is dependent upon the drilling and barge contractors' availability and the time required to obtain over-water drilling permits. There may be seasonal restrictions contained in the final permit documents that could affect the exploration schedule. It is our experience that HPA (WDFW) and Nationwide (Corps) permits will be required for the over-water drilling. We will begin the permit application process promptly upon receiving notice to proceed.

## TERMS AND BUDGET

We are currently in a position to begin our permitting and exploration coordination within one week of your authorization to proceed. We assume that permit submittal can be developed within about one to two months of receiving notice to proceed. Agency approval is subject to their internal timelines and procedures. Our schedule and budget assumes that the barge mobilization and drilling will be completed as soon as permits are available, and that the drilling will be completed in three working days. Our report will be available about three weeks after laboratory analyses of soil samples are completed and the proposed pile types and sizes have been provided to us.

GeoEngineers proposes that the fee for our services be determined on a time-materials-expenses basis, in accordance with the rate sheet attached to this document. We will contact you to discuss and obtain your approval if changes to our scope and fee are necessary. The estimated budget for our proposed scope of services is **\$129,918** as outlined in the attached Project Cost Estimate.



Project Cost Estimate  
 Geotechnical Services  
 Cornet Bay County Dock Improvements  
 Island County, Washington

Proj No: 0422-176-02  
 Date: 5-Oct-23  
 Revised:  
 Prepared By: AJH  
 Mark-up 4%  
 APC 0%

ESTIMATED LABOR:

WORK TASK DESCRIPTION	PERSONNEL & 2023 Local Agency											TOTAL HOURS	Labor Total	APC 0%	Expenses	Subs (incl markup)	Total
	Princ \$280	Assoc \$264	Senior 2 \$227	Engr/Sci 2 \$195	Engr/Sci 1 \$190	Staff 3 Engr \$169	Staff 2 Engr \$145	Sr. Tech \$103	CAD Designer \$99	Admin 2 \$99	Admin 1 \$87						
Task 100 - Permitting Services																	
Drilling Exploration Plan Memorandum		4	10		6	1				2	2		25	\$5,031	\$0		\$5,031
WDFW and Army Corp Permit Applications		6	25		20						4		55	\$11,455	\$0		\$11,455
													0	\$0	\$0		\$0
Subtask 100 Subtotal														\$16,486			\$16,486
Task 200 - Geotechnical Engineering Services																	
Exploration Coordination		2	2				6				2		12	\$2,050	\$0		\$2,050
Utility Locate/Subcontract Agreements		1	2				6				4		13	\$1,984	\$0		\$1,984
Geotechnical Drilling Field Labor (3 days)			3										39	\$5,901	\$0	\$300	\$6,201
Subcontracted Drilling/Barge													0	\$0	\$0	\$91,338	\$91,338
Laboratory Testing and Log Preparation		2	4				4	8			2		20	\$3,038	\$0		\$3,038
Engineering Analysis		2	4										18	\$3,176	\$0		\$3,176
Report Preparation		2	6							4			20	\$3,446	\$0		\$3,446
Project Management		2	5			2					2		11	\$2,199	\$0		\$2,199
													0	\$0	\$0		\$0
													0	\$0	\$0		\$0
Subtask 200 Subtotal														\$21,794			\$113,432
<b>LABOR:</b>	0	21	61	0	26	3	72	8	6	16	0	213	\$38,280	\$0.00	\$300	\$91,338	\$129,918

GeoEngineers Permitting Assistance Proposal  
dated September 29, 2023

## Task Order for Professional Services

Project No. 00422-176-01

Site Cornet Bay County Park - Dock Replacement Permitting Assistance

<b>Scope:</b>	<p><input type="checkbox"/> Services shall be performed in accordance with attached GeoEngineers' proposal dated _____</p> <p style="text-align: center;">or</p> <p><input checked="" type="checkbox"/> Scope shall be as follows:</p> <ul style="list-style-type: none"> <li>■ Task 1: Coordination and Technical Review           <ul style="list-style-type: none"> <li>▪ GeoEngineers will coordinate services internally and provide updates to PND on the scope outlined in this proposal.</li> <li>▪ GeoEngineers will review existing environmental information developed during the preliminary phases of this project to incorporate relevant information into this permitting effort.</li> <li>▪ GeoEngineers will attend up to four coordination meetings with PND and Island County staff (up to 1.5 hours each).</li> </ul> </li> <li>■ Task 2: Regulatory Coordination/Predesign Effort           <ul style="list-style-type: none"> <li>▪ GeoEngineers will participate with internal preplanning and initiate conversations with various regulatory agencies as concepts and permit submittals are being developed.</li> <li>▪ GeoEngineers will act as the project representative/agent and coordinate with local, state, and federal agencies during the permitting process unless told otherwise by Island County.</li> <li>▪ This includes the organization and attendance of one pre-application meeting on-site.</li> </ul> </li> <li>■ Task 3: Island County SEPA /Shoreline Exemption           <ul style="list-style-type: none"> <li>▪ Assist the County with developing materials for the SEPA exemption.</li> <li>▪ Assist the County with developing and submitting materials for the Shoreline exemption.</li> </ul> </li> <li>■ Task 4: WDFW submittal for Hydraulic Project Approval (HPA)           <ul style="list-style-type: none"> <li>▪ Repackage materials developed for the USACE permit package (Task 5) for the HPA submittal, by entering information into the APPS system.</li> <li>▪ This includes the effort to respond to up to three rounds of comments from WDFW, including a minor modification after permit issuance.</li> </ul> </li> <li>■ Task 5: USACE Permit Package           <ul style="list-style-type: none"> <li>▪ Develop JARPA form and supporting documents and analyses to be submitted to the USACE including:               <ul style="list-style-type: none"> <li>▪ Biological Assessment and Essential Fish Habitat Assessment</li> <li>▪ Protected Species Monitoring Plan</li> <li>▪ Puget Sound Nearshore Mitigation Calculator</li> </ul> </li> </ul> </li> <li>■ This task also includes effort to develop project impact minimizations and conceptual mitigation options (if unavoidable impacts are likely).</li> <li>■ To develop this scope and fee we made the following assumptions:           <ul style="list-style-type: none"> <li>▪ PND will prepare JARPA drawings and other permit drawings for local permits as needed.</li> <li>▪ Based on conversations with Island County, we assume that the tidelands associated with this project are owned by Island County and that the project action will not require a DNR lease revision or aquatic use authorization.</li> <li>▪ The project will qualify for SEPA and Shoreline exemptions. Should this project not be exempt, a full shoreline substantial development permit package, including a SEPA checklist will need to be developed which is <u>not</u> included in this scope of work.</li> </ul> </li> </ul>
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	<ul style="list-style-type: none"> <li>▪ We assume that Island County will prepare the SEPA and Shoreline Substantial Development exemption applications and lead the process of coordinating with planning and applying for the exemptions. We have scoped <u>up to 5 hours of staff time</u> to assist the county update their submittal information with new design and habitat information.</li> <li>▪ We assume that any impacts to the nearshore environment will be compensated for by developing local nearshore mitigation options and/or purchasing credits from the Puget Sound Partnership.</li> <li>▪ This scope does not include development of a mitigation bank use, or other similar documentation for use of credits from the Puget Sound Partnership, if required.</li> <li>▪ Permit and mitigation bank fees are not included in this scope of work and will be paid directly by the project owner or PND.</li> <li>▪ The project will qualify for a Nationwide Permit 3 (maintenance). Should an individual permit be needed, more environmental documentation may be necessary. We can develop a scope amendment for those services upon your request.</li> <li>▪ We assume that the Puget Sound Nearshore Calculator will be used as part of the permitting of this project and the scope reflects the initial submittal to the USACE, and subsequent NMFS review once they have received the calculator from the USACE and responding to no more than three rounds of comments.</li> <li>▪ We assume that because the project will require USACE review (federal nexus through permitting) that compliance with Section 106 of the National Historic Preservation Act (NHPA) will be required. The existing structure is older than 50 years and thus will require assessment as a potential eligible historic structure. That is not included as part of this scope and may require the use of a historical preservation specialist. A cultural resource survey may also be required if tidelands or adjacent shorelands will be disturbed. This is also not included in this scope.</li> <li>▪ We assume that the macrovegetation survey performed as part of the Biological Site Assessment (Sept. 2022) will be valid through the permit submittal process. No additional effort is included in this scope.</li> <li>▪ No construction compliance observation effort during pile driving has been scoped as part of this proposal.</li> </ul>
<b>Compensation:</b>	<input checked="" type="checkbox"/> Time-and-Expense basis or <input type="checkbox"/> Unit Cost Pricing as described below. <input checked="" type="checkbox"/> Estimated Not-to-Exceed budget is <b>\$74,090</b> , based on attached Schedule of Charges - GeoEngineers Standard - 2023
<b>Period of Performance:</b>	<u>October 6, 2023 through December 31, 2024</u>

<b>Project Summary</b>	<b>Current Proposed Budget</b>
Task 1 - Coordination and Technical review	\$4,470.00
Task 2 - Regulatory Coordination/Predesign Effort	\$16,580.00
Task 3 - County Permitting (SEPA and Shoreline SD, coordination only)	\$1,740.00
Task 4 - WDFW HPA Submittal	\$8,700.00
Task 5 - Federal permitting support (JARPA, Biological Assessment, Mitigation Calculator)	\$42,600.00
<b>Total Budget</b>	<b>\$74,090.00</b>



## ***Exhibit B*** ***DBE Participation Plan***

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In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

No DBE or SBE is Required.

# **Exhibit C**

## **Preparation and Delivery of Electronic Engineering and Other Data**

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The following describes the format and standards the CONSULTANT is to use in preparing electronic files for transmission to the AGENCY. The format and standards to be provided may include, but not limited to, the following:

### I. Surveying, Roadway Design & Plans Preparation:

Upon AGENCY approval and acceptance of the final signed and stamped plans, the CONSULTANT shall provide to the AGENCY the final electronic data, files, and resources for all survey, roadway design, and plans associated with the project. This information shall be delivered on a compact disc (CD) that includes an index file listing all the files with a brief description of the contents and purpose of each file. Electronic data and files shall be prepared, organized, and delivered as described in Sections A, B, and C below and as described in the Electronic Engineering Data Standards Manual posted on the WSDOT CAE Consultant Resources web site.

<http://www.wsdot.wa.gov/Publications/Manuals/index.htm>

- Plan Sheet Size: 22"x34" (Full Size) and 11"x17" (half size)
- Scale Range: 1"=50' to 1"=20' Horizontal  
1"=5' Vertical
- Cross Section: 1"=10' Horizontal and Vertical

#### A. Surveying: Survey data shall be collected using WSDOT methodologies as defined in the Highway Survey Manual (M22-97 Jan 2005) and all applicable professional surveying practices.

All primary survey control shall be established using Washington State Plane (NAD 83/91) and North American Vertical Datum of 1988 (NAVD 88) in English units. Primary control shall be transformed to project datum by applying the appropriate combined correction factor (scale factor, elevation factor.) All secondary control and topography work shall be done on the Project Datum.

The CONSULTANT shall prepare and deliver the electronic survey information in Civil 3D format in accordance with Division 1, Section 5.01 of the Electronic Engineering Data Standards Manual.

#### B. Roadway Design: The AGENCY supported version of Civil 3D, current at the date of execution of the AGREEMENT, shall be used for all computer aided roadway design calculations. If the AGENCY upgrades to a newer version after the date of execution, the CONSULTANT, at their discretion, may use the more current AGENCY supported version. The AGENCY custom resource files shall be used where applicable. All Civil 3D files shall be prepared using Project Datum as defined in Section "A" above.

The CONSULTANT shall prepare and deliver the electronic roadway design information in accordance with Division 1, Section 6.02 of the Electronic Engineering Data Standards Manual.

#### C. Plans Preparation: Plans developed with Computer Aided Drafting "CAD" software shall adhere to the expanded level standards defined in the Plans Preparation Manual (M22-31.) CAD files shall use a Project Datum as defined in Section "A" above.

The CONSULTANT shall prepare and deliver the CAD files in accordance with Division 1, Section 7 of the Electronic Engineering Data Standards Manual. CAD basemap and sheet files shall be delivered as 3D files in a format that can be used directly by Civil 3D without translation.

#### D. Right to Review Product by the AGENCY: The AGENCY reserves the right to schedule visits at the CONSULTANT's location to review electronic files for compliance with the AGENCY methodologies and standards. The CONSULTANT may request visits by the AGENCY to review electronic files.

- E. AGENCY Furnished Services and Information: The AGENCY will provide access to computer aided engineering support personnel for information about setting up and using the AGENCY custom resources and procedures for Civil 3D and AutoCAD.

General training on how to use Civil 3D and AutoCAD software will be the responsibility of the CONSULTANT.

## II. Photogrammetric Mapping Services

- A. Photogrammetry Deliverables: If included in the scope of work, the CONSULTANT shall provide photogrammetric mapping services and any related services deemed necessary to include, project design, aerotriangulation, and compilation using current generation analytical and / or softcopy systems to produce and deliver 3D Computer Aided Drafting and Design (CADD) files; Digital Ortho Photos; and hardcopy plots. In all cases, data will be compiled to WSDOT specifications for accuracy, completeness, and file management. Delivery will be in the format consistent with that currently in use by WSDOT. A current listing and description of WSDOT procedures, methodology, software, equipment, and systems will be made available by contacting WSDOT Photogrammetry Section at 360-709-5540.

All map files shall be delivered to the AGENCY in unedited, unprocessed form, directly from the stereoplotter system where the data was compiled from the stereomodel. The AGENCY regards these files not as a finished cartographic product, but rather as raw data to be used in the preparation of alignments, design templates, and contract plans. Therefore, it is desirable to have the data exactly as interpreted and measured by the photogrammetrist without subsequent adjustment for aesthetic purposes. No attempt should be made to compile data where the ground is not clearly visible.

The CONSULTANT shall also provide to the AGENCY the negatives for all original aerial photography used to produce the photogrammetry data.

- B. Right to Review Photogrammetric Product by the AGENCY: The AGENCY reserves the right to schedule visits at the CONSULTANT's location to review procedures, systems, methodology, software, and qualifications for assurance of meeting WSDOT standards. The review(s) will include monitoring electronic file format and organization. The AGENCY reserves the right to review deliverables for compliance, completeness, and level of quality.

## III. Project Scheduling

- A. When preparing project schedule, the CONSULTANT must use Microsoft Project 2013 or other approved software.

## IV. Highway Capacity:

When reporting level of service for intersection analysis, the CONSULTANT must report the LOS of the worst movement. When analyzing future LOS, current count data must be projected to 6 years from anticipated project completion. The annual growth rate must be calculated based on historical counts at or near the project area. Consultant shall utilize the most current version of the analysis and/or modeling software appropriate to the specific project assigned. Tools and data sets to be used must be agreed upon by the County project manager in advance.

## V. Media Presentation:

- A. Microsoft PowerPoint 2016  
B. Simulation Model: Commonly used video file types

## VI. Any Other Electronic Files to be Provided:

- A. Computer-Aided Design and Drafting: AutoCAD Civil 3D 2023 (or latest issue of Civil 3D)

## VII. Methods of Electronically Exchanged Data:

- A. Agency Software Suite:
- Microsoft Office 2016
  - Adobe Acrobat Reader for PDF files
- B. Electronic File Transfer:
- Where appropriate, the CONSULTANTS can use “Internet” or “smtp” mail to send routine written correspondence.
  - Sending and receiving attached documents to e-mail message should be done in “rich-text” format that conserves formatting on the original document.
  - Files less than 20 MB: may use e-mail system.
  - Files 20 MB or larger use ftp site: <ftp://ftp.crab.wa.gov/public/island/PFT> (specific project sub-directory and log in instructions will be provided to the CONSULTANT once established. Files on the FTP site are not private and have a limited retention time.
- C. File Transfer Format:
- Reports/documents prepared with Microsoft Office file format submitted for AGENCY review and comments must be submitted in its native file format.
  - Final reports/documents must be submitted in a PDF format.
- D. Any Other Electronic Files to be Provided:
- Deliverables identified in Exhibit A – Scope of Services may be saved on a CONSULTANT administered SharePoint site, if used, and AGENCY provided a hard copy during the Project. AGENCY will be provided with a copy of the digital SharePoint files on a thumb drive (USB Stick) at Project Closeout.



# **Exhibit D**

## **Prime Consultant Cost Computations**

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See Attached Exhibit D-1: Wage Rates and WSDOT approved ICR schedule and acceptance letter.

D-1.1: Fee Spreadsheet Breakdown

D-1.2: PND Rate Sheet

EXHIBIT D-1  
Wage Rates and WSDOT approved ICR schedule and acceptance letter

CORNET BAY DOCK REPLACEMENT DOCK

1. Fee Spreadsheet Breakdown

PROJECT TITLE:  
CLIENT:

**Cornet Bay Dock Replacement Proejct**  
Island County Public Works

23S-121  
11/6/2023

**Cost Summary**

<b>Task</b>	<b>Item</b>	<b>Cost</b>
I	Surveys	\$ 18,250
II	Geotechnical Investigation & Analysis	\$ 135,200
III	Schematic Design	\$ 53,200
IV	Permitting Allowance <sup>1</sup>	\$ 60,654
V	Design Development	\$ 35,500
VI	Construction Documents	\$ 40,589
VII	Bidding, Construction Administration Support & Project Closeout	\$ 45,100
<b>Total</b>		<b>\$ 388,494</b>

Note:

1. Design team will revisit after Schematic Design and modify as needed to match determined project approach.











PROJECT TITLE:		Cornet Bay Dock Replacement						23S-121	
CLIENT:		Island County Public Works						10/24/23	
<b>Task V - Design Development</b>									
<b>PND LABOR:</b>									
		Senior	Senior	Senior	Staff	Cad			
Task		Eng. VII	Eng. V	Eng. III	Eng. V	Des. VI	Tech V	Total	Labor
No.	Task (Scope of Work)	85.68	71.65	60.63	41.50	44.97	37.47	Hours	Cost
		38	68	0	40	32	8	186	
V.A	Project Management and Contract Admin.	4	8				8	20	\$1,216
V.B	30% Submittal Comment Resolution	8	8					16	\$1,259
V.C	60% design plans	16	24		40	32		112	\$6,190
V.D	60% Specifications	4	12					16	\$1,203
	Rough Order of Magnitude (ROM) opinion								
V.E	of probable costs	2	6					8	\$601
V.F	Project Time Frame	2	6					8	\$601
V.G	Meetings	2	4					6	\$458
V.H	Public Outreach							0	\$0
V.I									
V.J									
<b>PND Labor Subtotal</b>					PND Direct Labor (DL) Subtotal				\$11,527
					Indirect Cost Rate (177.50% of DL)				\$20,460
					Fee (Profit) (30% of DL)				\$3,458
					<b>Total DSC + Overhead + Fee</b>				<b>\$35,445</b>
<b>DIRECT NON-SALARY COSTS:</b>									
					Cost				Expenses
	Item	Quantity	Unit		per Unit		Markup		Cost
	Travel - milage (83 miles one way)	0	EA		\$0.655		1.00		\$0
	Rental Car	0	EA		\$0		1.00		\$0
	Lodging	0	Nights		\$0		1.00		\$0
	Meals (Lunch only) & Incidentals	0	Days		\$20		1.00		\$0
	Misc. and Field Supplies	0	Allowance		\$0		1.00		\$0
	<b>Expenses Subtotal:</b>								<b>\$0</b>
<b>SUBCONSULTANTS:</b>									
					Cost				Expenses
		Quantity	Unit		per Unit		Markup		Cost
									\$0
	<b>Subconsultant Subtotal</b>								<b>\$0</b>
					<b>TOTAL - Task V</b>				<b>\$35,445</b>





PROJECT TITLE:		Cornet Bay Dock Replacement						23S-121	
CLIENT:		Island County Public Works						9/29/23	
<b>Task VII - Bidding, Construction Administration &amp; Project Closeout</b>									
<b>PND LABOR:</b>									
		Senior	Senior	Senior	Staff	Cad			
Task		Eng. VII	Eng. V	Eng. III	Eng. V	Des. VI	Tech V	Total	
No.	Task (Scope of Work)	85.68	71.65	60.63	41.50	44.97	37.47	Labor	
								Cost	
		36	148	0	0	0	16	200	
VII.A	Project Management and Contract Admin.	4	8				8	\$1,216	
VII.B	Construction phase periodic fabrication visits and observations (Assume 4)	2	40					\$3,037	
VII.C	Construction phase periodic onsite visits and observations (Assume 4)	4	32					\$2,636	
VII.D	Attend pre-bid and project construction meetings virtually	2	4					\$458	
VII.E	Submittal and request for information (RFI) review and response	8	32					\$2,978	
VII.F	Shop drawing review	4	16					\$1,489	
VII.G	Substantial completion site visit and punch list walkthrough	8	8					\$1,259	
VII.H	Record documents (as-built)	2	4				8	\$758	
VII.I	Document archiving	2	4					\$458	
VII.G	Public Outreach							\$0	
PND Direct Labor (DL) Subtotal								\$14,288	
Indirect Cost Rate (177.50% of DL)								\$25,362	
Fee (Profit) (30% of DL)								\$4,286	
<b>Total DSC + Overhead + Fee</b>								<b>\$43,936</b>	
<b>DIRECT NON-SALARY COSTS:</b>									
				Cost				Expenses	
	Item	Quantity	Unit	per Unit		Markup		Cost	
	Travel - mileage (83 miles one way) - 5 trips	830	EA	\$0.655		1.00		\$544	
	Rental Car	0	EA	\$0		1.00		\$0	
	Lodging	0	Nights	\$0		1.00		\$0	
	Meals (Lunch only) & Incidentals	6	Days	\$20		1.00		\$120	
	Misc. and Field Supplies	1	Allowance	\$500		1.00		\$500	
	<b>Expenses Subtotal:</b>							<b>\$1,164</b>	
<b>SUBCONSULTANTS:</b>									
		Quantity	Unit	Cost		Markup		Expenses	
				per Unit				Cost	
								\$0	
	<b>Subconsultant Subtotal</b>							<b>\$0</b>	
<b>TOTAL - Task VII</b>								<b>\$45,100</b>	

2. PND Rate Sheet



**Washington State  
Department of Transportation**

**Development Division**  
Contract Services Office  
PO Box 47408  
Olympia, WA 98504-7408  
7345 Linderson Way SW  
Tumwater, WA 98501-6504

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

August 31, 2023

PND Engineers, Inc.  
1506 W. 36th Avenue  
Anchorage, AK 99503

Subject: Acceptance FYE 2022 ICR – Risk Assessment Review

Dear Brian McConnell:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2022 ICR of 177.50%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 704-6397 or via email [consultanrates@wsdot.wa.gov](mailto:consultanrates@wsdot.wa.gov).

Regards,

*Schatzie Harvey*

Schatzie Harvey (Sep 1, 2023 11:46 PDT)

SCHATZIE HARVEY, CPA  
Contract Services Manager

SH:leg



**PND Engineers, Inc.**

9/27/2023

Employee Classifications and Direct Salary Cost

Employee Classification	Max. DSC	ICR (177.5%)	Fee (30%)	Total
Senior Engineer VII	\$ 85.68	\$ 152.08	\$ 25.70	\$ 263.47
Senior Engineer VI	\$ 74.97	\$ 133.07	\$ 22.49	\$ 230.53
Senior Engineer V	\$ 71.65	\$ 127.18	\$ 21.50	\$ 220.33
Senior Engineer IV	\$ 66.14	\$ 117.40	\$ 19.84	\$ 203.38
Senior Engineer III	\$ 60.63	\$ 107.61	\$ 18.19	\$ 186.43
Senior Engineer II	\$ 55.11	\$ 97.83	\$ 16.53	\$ 169.48
Senior Engineer I	\$ 49.60	\$ 88.04	\$ 14.88	\$ 152.53
Staff Engineer VI	\$ 55.00	\$ 97.63	\$ 16.50	\$ 169.13
Staff Engineer V	\$ 41.50	\$ 73.66	\$ 12.45	\$ 127.61
Staff Engineer IV	\$ 39.00	\$ 69.23	\$ 11.70	\$ 119.93
Staff Engineer III	\$ 36.50	\$ 64.79	\$ 10.95	\$ 112.24
Staff Engineer II	\$ 34.00	\$ 60.35	\$ 10.20	\$ 104.55
Staff Engineer I	\$ 30.50	\$ 54.14	\$ 9.15	\$ 93.79
Environmental Scientist VI	\$ 66.40	\$ 117.86	\$ 19.92	\$ 204.19
Environmental Scientist V	\$ 58.89	\$ 104.54	\$ 17.67	\$ 181.10
Environmental Scientist IV	\$ 52.47	\$ 93.13	\$ 15.74	\$ 161.34
Environmental Scientist III	\$ 46.04	\$ 81.73	\$ 13.81	\$ 141.58
Environmental Scientist II	\$ 39.62	\$ 70.32	\$ 11.88	\$ 121.82
Environmental Scientist I	\$ 32.12	\$ 57.01	\$ 9.64	\$ 98.77
Senior Land Surveyor III	\$ 56.00	\$ 99.40	\$ 16.80	\$ 172.20
Senior Land Surveyor II	\$ 47.11	\$ 83.63	\$ 14.13	\$ 144.87
Senior Land Surveyor I	\$ 41.76	\$ 74.12	\$ 12.53	\$ 128.41
Technician VI	\$ 53.55	\$ 95.05	\$ 16.07	\$ 164.67
Technician V	\$ 37.47	\$ 66.52	\$ 11.24	\$ 115.23
Technician IV	\$ 32.12	\$ 57.01	\$ 9.64	\$ 98.77
Technician III	\$ 26.76	\$ 47.51	\$ 8.03	\$ 82.30
Technician II	\$ 21.41	\$ 38.00	\$ 6.42	\$ 65.83
Technician I	\$ 17.13	\$ 30.40	\$ 5.14	\$ 52.66
CAD Designer VI	\$ 44.97	\$ 79.82	\$ 13.49	\$ 138.29
CAD Designer V	\$ 39.62	\$ 70.32	\$ 11.88	\$ 121.82
CAD Designer IV	\$ 28.91	\$ 51.31	\$ 8.67	\$ 88.89

## ***Exhibit E***

### ***Sub-consultant Cost Computations***

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If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

APS - See attached Exhibit E-1

GeoEngineers - See attached Exhibit E-2

## Exhibit E-1



**Washington State  
Department of Transportation**

Transportation Building  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

November 3, 2023

Val Ward, Owner  
APS Survey & Mapping, Inc.  
PO Box 305  
Roslyn, WA 98941-0305

Re: APS Survey & Mapping, Inc.  
Safe Harbor Indirect Cost Rate Extension

Dear Val:

Washington State has received approval from our local Federal Highway Administration (FHWA) Division to continue administering the “safe harbor” indirect cost rate program on engineering and design related service contracts, as well as for Local Public Agency projects.

We completed our risk assessment for APS Survey & Mapping, Inc. in August 2018. Our assessment was conducted based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, we found the firm eligible to use the Safe Harbor rate. APS Survey & Mapping opted to use the Safe Harbor rate, rather than provide a FAR-compliant rate.

Based on further review and discussion with the firm, we are issuing an extension of the Safe Harbor Indirect Cost Rate of 110% of direct labor with a field rate, where applicable, of 80% of direct labor for APS Survey & Mapping.

APS Survey & Mapping agreed to improve Internal Controls and timekeeping processes to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. You may use the Safe Harbor Rate of 110%, or 80% for field office situations, for agreements entered prior to June 30, 2024. For agreements entered after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

The Safe Harbor Rate will not be subject to audit. Please coordinate with CSO or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you have any questions, please contact Steve McKerney or me at (360)705-7003.

Sincerely,

A handwritten signature in black ink, appearing to read "Jarron Elter", with a long horizontal flourish extending to the right.

Jarron Elter  
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit  
Larry Schofield, MS 47323  
File





## Exhibit E-2



**Washington State  
Department of Transportation**

**Development Division**  
Contract Services Office  
PO Box 47408  
Olympia, WA 98504-7408  
7345 Linderson Way SW  
Tumwater, WA 98501-6504

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

June 12, 2023

GeoEngineers, Inc.  
17425 NE Union Hill Road, Suite 250  
Redmond, WA 98052

Subject: Acceptance FYE 2022 ICR – CPA Report

Dear Jane Lu:

We have accepted your firms FYE 2022 Indirect Cost Rate (ICR) of 209.50% of direct labor (rate includes 0.40% Facilities Capital Cost of Money), based on the “Independent CPA Report,” prepared by BDO USA, LLP. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards;

  
Schatzie Harvey (Jun 12, 2023 16:14 PDT)

SCHATZIE HARVEY, CPA  
Contract Services Manager

SH:BJO

## Schedule of Charges – 2023

### COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are:

<b>Professional Staff</b>	
Staff 1 Scientist	\$ 127/hour
Staff 1 Engineer	\$ 131/hour
Staff 2 Scientist	\$ 139/hour
Staff 2 Engineer	\$ 145/hour
Staff 3 Scientist	\$ 164/hour
Staff 3 Engineer	\$ 169/hour
Engineer/Scientist 1	\$ 190/hour
Engineer/Scientist 2	\$ 195/hour
Senior Engineer/Scientist 1	\$ 206/hour
Senior Engineer/Scientist 2	\$ 227/hour
Associate	\$ 264/hour
Principal	\$ 280/hour
Senior Principal	\$ 320/hour
<b>Technical Support Staff</b>	
Administrator 1	\$ 87/hour
Administrator 2	\$ 99/hour
Administrator 3	\$ 110/hour
CAD Technician	\$ 87/hour
CAD Designer	\$ 99/hour
Senior CAD Designer	\$ 143/hour
GIS Analyst	\$ 130/hour
Senior GIS Analyst	\$ 145/hour
GIS Coordinator	\$ 164/hour
*Technician	\$ 92/hour
*Senior Technician	\$ 103/hour
*Lead Technician	\$ 115/hour

\*Hours in excess of 8 hours in a day or 40 hours in a week will be charged at one and one-half times the hourly rates listed above.

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent in depositions, trial preparation and court or hearing testimony will be billed at one and one-half times the above rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule. A surcharge may be applied to night and weekend work. See proposal for details.

Rates for data storage and web-based access will be provided on a project-specific basis.

**Equipment**

Air Quality Equipment, per day	\$	158.00
Air Sparging Field Test, per day	\$	525.00
Construction Monitoring Equipment	\$	26.00
Continuous Recording Data Logger, per day	\$	315.00
Environmental Exploration Equipment, per day	\$	158.00
Field Data Acquisition Equipment, per day	\$	50.00
Field water quality testing equipment, per day (1 day min.)	\$	84.00
Gas Detection and Oxygen Meters, per day (1 day min.)	\$	105.00
Generator, per day (1 day min.)	\$	105.00
Geotechnical Exploration Equipment, per day	\$	131.00
Groundwater Development and Sampling Pumps, per day (1 day min.)	\$	105.00
Groundwater Monitoring Equipment, per day	\$	231.00
Nuclear Density Gauge, per hour (4 hour daily min.)	\$	11.00
pH Meter, per day	\$	16.00
Single Channel Data Logger, per logger, per day (1 day min.)	\$	105.00
Slope Indicator, per day (1 day min.)	\$	210.00
Survey equipment, Porter sampling gear and Dynamic cone sounding equipment, per day	\$	37.00
Vapor Extraction Field Test, per day	\$	525.00
Vehicle usage, per mile	\$	IRS Rate
Vehicle - 4-wheel drive truck, per day (1 day min.)	\$	90.00
Water Disposal Equipment, per use, per day	\$	53.00
Water Quality Equipment, per day	\$	131.00

*Specialized and miscellaneous field equipment, at current rates, list available upon request.*

**OTHER SERVICES, SUPPLIES AND SPECIAL TAXES**

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 4 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance which may be required. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

Per diem may be charged in lieu of subsistence and lodging.

Routinely used field supplies stocked in-house by GeoEngineers, at current rates, list available upon request.

In-house testing for geotechnical soil characteristics at current rates, list available upon request.

**All rates are subject to change upon notification.**

## ***Exhibit F - Title VI Assurances Appendix A & E***

### **APPENDIX A**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, (*Federal Highway Administration*), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Washington State Department of Transportation specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Washington State Department of Transportation specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the (*Federal Highway Administration*) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the (*Federal Highway Administration*), as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the (*Federal Highway Administration*) may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the (*Federal Highway Administration*) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.



# **Exhibit F - Title VI Assurances Appendix A & E**

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## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

## **Exhibit G** **Certification Document**

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- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of Agency Official
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

## Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of  
PND Engineers, Inc.

---

whose address is

3240 Eastlake Ave E, Seattle, Washington 98102

---

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

## PND Engineers, Inc.

---

Consultant (Firm Name)



Signature (Authorized Official of Consultant)  
Todd Belsick, PE  
PND Engineers, Inc.

12/21/2023

Date

**Exhibit G-1(b) Certification of** AGENCY OFFICIAL

I hereby certify that I am the:

AGENCY OFFICIAL

Other

of the Island County, and the CONSULTANT

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person;
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation

and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Signature  
Janet St. Clair - Chair  
Board of County Commissioners  
Island County, Washington

\_\_\_\_\_  
Date

## Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
  - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

**PND Engineers, Inc.**

Consultant (Firm Name)



12/21/2023

Signature (Authorized Official of Consultant)

Date

Todd Belsick, PE  
PND Engineers, Inc.



## Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

**PND Engineers, Inc.**

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

Todd Belsick, PE  
PND Engineers, Inc.

12/21/2023

Date

**Exhibit G-4 Certification of Current Cost or Pricing Data**

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Cornet Bay Dock Replacement \* are accurate, complete, and current as of \_\_\_\_\_ \*\*.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: PND Engineers, Inc.



Vice President

Signature  
Todd Belsick, PE  
PND Engineers, Inc.

Title

Date of Execution 12/21/2023 \*\*\*.

\*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)  
\*\*Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.  
\*\*\*Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

# **Exhibit H**

## **Liability Insurance Increase**

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### **To Be Used Only If Insurance Requirements Are Increased**

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ - no change .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ 1,000,000.00 .

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ 0 .

- Include all costs, fee increase, premiums.
  - This cost shall not be billed against an FHWA funded project.
  - For final contracts, include this exhibit
-





AGENCY CUSTOMER ID: PNDENGI-02

BBERNIER

LOC #: 0

## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY RISQ Consulting - Anchorage		NAMED INSURED PND Engineers, Inc. 3240 Eastlake Ave E Seattle, WA 98102	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## AM Best Ratings

COMPANY A: A++ (Superior) XV  
COMPANY B: A++ (Superior) XV  
COMPANY C: A++ (Superior) XV

## CANCELLATION AS PER ALASKA STATUTE AS 21.36.220

At least 10 days' notice of cancellation is required if cancellation is for conviction of the insured of a crime having as one of its necessary elements an act increasing a hazard insured against, or for discovery of fraud or material misrepresentation made by the insured or a representative of the insured in obtaining the insurance or by the insured in pursuing a claim under the policy.

At least 20 days' notice is required for nonpayment of premium or for failure or refusal of the insured to provide the information necessary to confirm exposure or necessary to determine the policy premium.

At least 60 days' notice is required if cancellation is for any reason except as previously noted.

## Advance Notice Required for Nonrenewal

Except in case of nonpayment of premium for the expiring policy, or if the insured fails to pay the premium as required by the insurer for renewal, an insurer may not fail to renew a policy unless a written notice of nonrenewal is mailed at least 45 days before the expiration date of the policy or of the anniversary date of a policy written for a term longer than 1 year or with no fixed expiration date.

If notice of nonrenewal is not given as required, the existing policy shall continue until the insurer provides notice for the time period required by this section for that policy. This section does not apply if the insurer has in good faith manifested its willingness to renew.

[AS 21.36.240]

## Advance Notice Required for Premium or Coverage Changes

Written notice shall be mailed to the insured and to the agent or broker of record at least 45 days before expiration:

\*if renewal premium is increased more than 10 percent for a reason other than an increase in coverage or exposure base, or  
\*if after renewal there will be a material restriction or reduction in coverage not specifically requested by the insured.

If notice before expiration of the policy is not given as required by this section, the existing policy shall continue until the insurer provides notice for the time period required for that policy. This section does not apply to workers compensation insurance.



# **Exhibit I**

## **Alleged Consultant Design Error Procedures**

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The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

### **Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager**

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

### **Step 2 Project Manager Documents the Alleged Consultant Design Error(s)**

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

### **Step 3 Contact the Consultant Regarding the Alleged Design Error(s)**

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

### **Step 4 Attempt to Resolve Alleged Design Error with Consultant**

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

## **Step 5 Forward Documents to Local Programs**

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

# *Exhibit J*

## **Consultant Claim Procedures**

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The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

### **Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

### **Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)**

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

### **Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation**

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

### **Step 5 Informing Consultant of Decision Regarding the Claim**

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

### **Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)**

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit



## Island County Public Works

*Ed Sewester, P.E., County Engineer*

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1 NE 7<sup>th</sup> Street, Coupeville, WA 98239

Ph: Whidbey 360-679-7331 | Camano 360-387-3443 | S Whidbey 360-321-5111

Email: [Ed.Sewester@islandcountywa.gov](mailto:Ed.Sewester@islandcountywa.gov) | [www.islandcountywa.gov](http://www.islandcountywa.gov)

### MEMORANDUM

January 17<sup>th</sup>, 2024

TO: Board of County Commissioners – Island County

FROM: Ed Sewester, P.E., County Engineer

RE: Multi-Year Traffic Control Sign Contract – Extension No. 1

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The current Island County contract with Granite Construction Company for purchasing traffic control signs is set to expire on March 8th, 2024. In accordance with section 2.4 Extension of Contract Period, the County is exercising its sole option to extend the contract term for a one-year period to March 27th, 2025; the contract period may be extended twice.

The Granite Construction Company has exercised their right to submit a request to change the bid item prices. The increase shall be applied to the extension per section 2.4 Extension of Contract Period; an average of a 7% price increase shall be applied to the total contract; total costs will be \$181,100.



# ISLAND COUNTY

## MULTI-YEAR TRAFFIC CONTROL SIGN CONTRACT Extension

Item No.	Sign Code	Description	Size	Sheeting	Qty	Unit	Unit Price	Total Estimate	Percent Increase
<b>SCHEDULE A - COMPLETED SIGNS</b>									
1	R1-1	Stop	30 x 30	Type IV	250	EA	65.63	16,407.50	10.5%
2	R1-2	Yield	36 x 36 x 36	Type IV	25	EA	94.50	2,362.50	10.5%
3	R1-3P	All-Way (Plaque)	18 x 6	Type IV	30	EA	14.50	435.00	11.5%
4	R2-1	Speed Limit	24 x 30	Type IV	300	EA	52.50	15,750.00	10.5%
5	R3-9b	Two-Way Left-Turn Only	24 x 36	Type IV	8	EA	63.00	504.00	10.5%
6	R4-1	Do Not Pass	24 x 30	Type IV	4	EA	52.50	210.00	10.5%
7	R4-2	Pass With Care	24 x 30	Type IV	4	EA	52.50	210.00	10.5%
8	R5-1	Do Not Enter	30 x 30	Type IV	10	EA	65.63	656.30	10.5%
9	R5-1a	Wrong Way	30 x 18	Type IV	10	EA	39.37	393.70	10.5%
10	R6-1L	One-Way (Left)	36 x 12	Type IV	10	EA	31.50	315.00	10.5%
11	R6-1R	One-Way (Right)	36 x 12	Type IV	10	EA	31.50	315.00	10.5%
12	R7-1L	No Parking Any Time (Arrow Left)	12 x 18	Type IV	4	EA	24.00	96.00	0 %
13	R7-1R	No Parking Any Time (Arrow Right)	12 x 18	Type IV	4	EA	24.00	96.00	0 %
14	R7-101	No Parking Any Time	12 x 18	Type IV	8	EA	24.00	192.00	0%
15	R7-102	No Parking Any Time (Double-Headed Arrow)	12 x 18	Type IV	4	EA	24.00	96.00	0%
16	S1-1	School	36 x 36	Type XI FYG	20	EA	123.75	2,475.00	1.8%
17	S3-1	School Bus Stop Ahead (Symbol)	36 x 36	Type XI FYG	120	EA	123.75	14,850.00	1.8%
18	S3-201	School Bus Turn Around	36 x 36	Type XI FYG	4	EA	123.75	495.00	1.8%
19	S4-3P	School (Plaque)	24 x 8	Type XI FYG	10	EA	19.00	190.00	5.5%
20	S5-1	School Speed Limit 20 mph When Flashing	24 x 48	Type XI	2	EA	108.00	216.00	5.8%
21	S5-101	School Speed Limit 20 mph When Children Are Present	30 x 48	Type XI	6	EA	135.00	810.00	5.8%
22	S5-2	End School Zone	24 x 30	Type IV	12	EA	52.50	630.00	10.5%

Item No.	Sign Code	Description	Size	Sheeting	Qty	Unit	Unit Price	Total Estimate	Percent Increase
23	W_--	"W" Series, One Color, Sign code to be provided on order	30 x 30	Type IV	500	EA	65.63	32,815.00	10.5%
24	W_--	"W" Series, One Color, Sign code to be provided on order	36 x 36	Type IV	50	EA	94.50	4,725.00	10.5%
25	W1-6	One-Direction Large Arrow	48 x 24	Type IV	30	EA	100.00	3,000.00	0%
26	W1-7	Two-Direction Large Arrow	48 x 24	Type IV	20	EA	100.00	2,000.00	0%
27	W1-8	Chevron Alignment	24 x 30	Type IV	150	EA	52.50	7,875.00	10.5%
28	W3-1	Stop Ahead	30 x 30	Type IV	25	EA	65.63	1,640.75	10.5%
29	W3-2	Yield Ahead	30 x 30	Type IV	5	EA	65.63	328.15	10.5%
30	W3-3	Signal Ahead	30 x 30	Type IV	6	EA	65.63	393.78	10.5%
31	W3-5	Reduced Speed Limit Ahead	36 x 36	Type IV	20	EA	94.50	1,890.00	10.5%
32	W7-3P	XX% Grade (Plaque)	24 x 18	Type IV	10	EA	31.50	315.00	10.5%
33	W7-3aP	Next XX Miles (Plaque)	24 x 18	Type IV	10	EA	31.50	315.00	10.5%
34	W11-1	Bicycle	30 x 30	Type XI FYG	4	EA	85.94	343.76	1.8%
35	W11-2	Pedestrian	30 x 30	Type XI FYG	20	EA	85.94	1718.80	1.8%
36	W13-1P	Advisory Speed (Plaque)	18 x 18	Type IV	100	EA	23.62	2,362.00	10.5%
37	W14-3	No Passing Zone (Pennant)	48 x 48 x 36	Type IV	8	EA	180.00	1,440.00	0%
38	W15-1	Playground	30 x 30	Type XI FYG	6	EA	85.94	515.64	1.8%
39	W16-1P	Share the Road (Plaque)	18 x 24	Type XI FYG	4	EA	41.25	165.00	1.8%
40	W16-7P	Downward Diagonal Arrow (Plaque)	24 x 12	Type XI FYG	20	EA	27.50	550.00	1.8%
41	W16-8P	Advance Street Name (1-Line Plaque)	24 x 9	Type IV	4	EA	15.75	63.00	10.5%
42	W16-8P	Advance Street Name (1-Line Plaque)	24 x 12	Type IV	4	EA	21.00	84.00	10.5%

Item No.	Sign Code	Description	Size	Sheeting	Qty	Unit	Unit Price	Total Estimate	Percent Increase
43	W16-8P	Advance Street Name (1-Line Plaque)	30 x 9	Type IV	8	EA	19.68	157.44	10.5%
44	W16-8P	Advance Street Name (1-Line Plaque)	30 x 12	Type IV	4	EA	26.25	105.00	10.5%
45	W16-8P	Advance Street Name (1-Line Plaque)	36 x 9	Type IV	10	EA	23.62	236.20	10.5%
46	W16-8P	Advance Street Name (1-Line Plaque)	36 x 12	Type IV	4	EA	31.50	126.00	10.5%
47	W16-8P	Advance Street Name (1-Line Plaque)	42 x 9	Type IV	10	EA	33.46	334.60	1.9%
48	W16-8P	Advance Street Name (1-Line Plaque)	42 x 12	Type IV	4	EA	33.91	135.64	1.9%
49	W16-8P	Advance Street Name (1-Line Plaque)	48 x 9	Type IV	10	EA	38.25	382.50	2%
50	W16-8P	Advance Street Name (1-Line Plaque)	48 x 12	Type IV	4	EA	51.00	204.00	2%
51	W16-8aP	Advance Street Name (2-Line Plaque)	30 x 15	Type IV	6	EA	32.81	196.86	10.5%
52	W16-8aP	Advance Street Name (2-Line Plaque)	36 x 15	Type IV	6	EA	39.37	236.22	10.5%
53	W16-8aP	Advance Street Name (2-Line Plaque)	42 x 15	Type IV	6	EA	55.78	334.68	1.9%
54	W16-8aP	Advance Street Name (2-Line Plaque)	48 x 15	Type IV	6	EA	63.75	382.50	2%
55	W16-9P	Ahead (Plaque)	24 x 12	Type XI FYG	20	EA	27.50	550.00	1.8%
56	OM3-L	Type III Object Marker (Left)	12 x 36	Type IV	10	EA	31.00	310.00	10.5%
57	OM3-R	Type III Object Marker (Right)	12 x 36	Type IV	10	EA	31.00	310.00	10.5%
58	OM4-1	Type IV Object Marker	18 x 18	Type IV	10	EA	23.62	236.20	10.5%

Item No.	Sign Code	Description	Size	Sheeting	Qty	Unit	Unit Price	Total Estimate	Percent Increase
59	I--	"I" Series, Sign Code to be Provided on Order	24 x 24	Type IV	30	EA	42.00	1260.00	10.5%
60	M5--	Advance Turn Arrow, Sign Code to be Provided on Order	21 x 15	Type IV	20	EA	23.00	460.00	0%
61	M6--	Directional Arrow, Sign Code to be Provided on Order	21 x 15	Type IV	40	EA	23.00	920.00	0%
62	RS--	"RS" Series, Sign Code to be Provided on Order	24 x 24	Type IV	30	EA	42.00	1,260.00	10.5%
<b>SCHEDULE A SUBTOTAL</b>								<b>\$ 128,382.72</b>	

SCHEDULE B - COMPLETE STREET NAME SIGNS									
Item No.	Sign Code	Description	Size	Sheeting	Qty	Unit	Unit Price	Total Estimate	Percent Increase
63	D3-1	Street Name (1-Line)	24 x 9	Type IV	100	EA	15.75	1,575.00	10.5%
64	D3-1	Street Name (1-Line)	24 x 12	Type IV	20	EA	21.00	420.00	10.5%
65	D3-1	Street Name (1-Line)	30 x 9	Type IV	150	EA	19.68	2,952.00	10.5%
66	D3-1	Street Name (1-Line)	30 x 12	Type IV	100	EA	26.25	2,625.00	10.5%
67	D3-1	Street Name (1-Line)	36 x 9	Type IV	200	EA	23.62	4,724.00	10.5%
68	D3-1	Street Name (1-Line)	36 x 12	Type IV	75	EA	31.50	2,362.50	10.5%
69	D3-1	Street Name (1-Line)	42 x 9	Type IV	150	EA	33.46	5,019.00	1.9%
70	D3-1	Street Name (1-Line)	42 x 12	Type IV	75	EA	33.91	2,543.25	1.9%
71	D3-1	Street Name (1-Line)	48 x 9	Type IV	100	EA	38.25	3,825.00	2%
72	D3-1	Street Name (1-Line)	48 x 12	Type IV	50	EA	51.00	2,550.00	2%
73	D3-1	Street Name (1-Line)	108 x 24	Type IV	10	EA	264.20	2,642.00	0%
<b>SCHEDULE B SUBTOTAL</b>								<b>\$</b>	<b>31,237.75</b>



**SCHEDULE C - COMPLETE PRIVATE STREET NAME SIGNS**

Item No.	Sign Code	Description	Size	Sheeting	Qty	Unit	Unit Price	Total Estimate	Percent Increase
74	D3-1	Street Name (1-Line)	24 x 9	Type IV	15	EA	15.75	236.25	10.5%
75	D3-1	Street Name (1-Line)	24 x 12	Type IV	15	EA	21.00	315.00	10.5%
76	D3-1	Street Name (1-Line)	30 x 9	Type IV	15	EA	19.68	295.20	10.5%
77	D3-1	Street Name (1-Line)	30 x 12	Type IV	15	EA	26.25	393.75	10.5%
78	D3-1	Street Name (1-Line)	36 x 9	Type IV	15	EA	23.62	354.30	10.5%
79	D3-1	Street Name (1-Line)	36 x 12	Type IV	15	EA	31.50	472.50	10.5%
80	D3-1	Street Name (1-Line)	42 x 9	Type IV	15	EA	33.46	501.90	1.9%
81	D3-1	Street Name (1-Line)	42 x 12	Type IV	15	EA	33.91	508.65	1.9%
82	D3-1	Street Name (1-Line)	48 x 9	Type IV	15	EA	38.25	573.75	2%
83	D3-1	Street Name (1-Line)	48 x 12	Type IV	15	EA	51.00	765.00	2%
<b>SCHEDULE C SUBTOTAL</b>								<b>\$ 4416.30</b>	

SCHEDULE D - COVERED SIGN BLANKS									
Item No.	Sign Code	Description	Size	Sheeting	Qty	Unit	Unit Price	Total Estimate	Percent Increase
84	Covered Blank	0.08	24 x 9	Type IV	20	EA	14.64	292.80	10.5%
85	Covered Blank	0.08	24 x 12	Type IV	10	EA	19.00	190.00	5.5%
86	Covered Blank	0.08	30 x 9	Type IV	20	EA	17.81	356.20	5.9%
87	Covered Blank	0.08	30 x 12	Type IV	10	EA	23.75	237.50	4.3%
88	Covered Blank	0.08	36 x 9	Type IV	50	EA	21.37	1,068.50	4.8%
89	Covered Blank	0.08	36 x 12	Type IV	25	EA	28.50	712.50	3.6%
90	Covered Blank	0.125	42 x 9	Type IV	100	EA	31.81	3,181.00	0%
91	Covered Blank	0.125	42 x 12	Type IV	50	EA	32.25	1,612.50	0%
92	Covered Blank	0.125	48 x 9	Type IV	100	EA	36.50	3,650.00	0%
93	Covered Blank	0.125	48 x 12	Type IV	50	EA	49.00	2,450.00	0%
94	Covered Blank	0.125	18 x 18	Type IX FO	50	EA	29.37	1,468.50	0%
<b>SCHEDULE D SUBTOTAL</b>								<b>\$ 15,219.50</b>	

**SCHEDULE E - ADOPT-A-ROAD & COVERED BLANKS**

<b>Item No.</b>	<b>Sign Code</b>	<b>Description</b>	<b>Size</b>	<b>Sheeting</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Estimate</b>	<b>Percent Increase</b>
95	—	Group Name Blank	36 x 9	Type IV	10	EA	23.62	236.20	10.5%
96	—	Group Name Blank	36 x 12	Type IV	10	EA	31.50	315.00	10.5%
97	—	Complete Adopt-A-Road Program Sign	36 x 24	Type IV	20	EA	63.00	1,260.00	10.5%
<b>SCHEDULE E SUBTOTAL</b>								<b>\$ - 1,811.20</b>	



## Island County Public Works

*Ed Sewester, P.E., County Engineer*

---

1 NE 7<sup>th</sup> Street, Coupeville, WA 98239

Ph: Whidbey 360-679-7331 | Camano 360-387-3443 | S Whidbey 360-321-5111

Email: [Ed.Sewester@islandcountywa.gov](mailto:Ed.Sewester@islandcountywa.gov) | [www.islandcountywa.gov](http://www.islandcountywa.gov)

### MEMORANDUM

January 17<sup>th</sup>, 2024

TO: Board of Island County Commissioners

FROM: Ed Sewester, P.E., County Engineer

RE: 2024 – 2025 Multi Year Consultant Services Agreement – Traffic Signal Maintenance

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Island County solicits professional services from consultants to perform traffic signal maintenance. Such maintenance activities include periodic inspection to verify proper operation, with consideration of actions that might be required to prevent system damage or failure, troubleshooting malfunctions or repair of damage to restore normal signal operations.

Due to the existing traffic signal maintenance consultant retiring, (Sensible Services Contract No PW-2022-96) the Island County Public Works Department recently published a Request for Qualifications seeking professional services to fulfill traffic signal maintenance.

TSM Company was interviewed and selected to fulfill Island County's needs.



**Island County Public Works**

*Ed Sewester, P.E., County Engineer*

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1 NE 7th St, Coupeville, WA 98239

Ph: Whidbey 360-679-7331 | Camano 360-387-3443 | S Whidbey 360-321-5111

Email: Ed.Sewester@islandcountywa.gov | www.islandcountywa.gov

**M E M O R A N D U M**

January 17, 2024

TO: Board of County Commissioners – Island County

FROM: Ed Sewester, P.E., County Engineer

RE: Petition to Open Unopened County Right-of-Way Rowe Road  
Section 14, Township 31 North, Range 2 East

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Public works received a petition to open a portion of County road right-of-way (ROW) known as Rowe Road, submitted by Camano Properties III, Inc. This is south of the western portion of West Camano Hill Road, in Section 14, Township 31 North, Range 2 East; Camano Island.

The County Engineer recommends for the Board to approve this petition. If the Board concurs, the next step will be to set a public hearing date at an upcoming consent agenda.

The portion of Rowe Road to be opened will be from the southern end of said road until it abuts parcel R23114-243-4300. This is shown in the map provided.

Upon approval of the petition, the Roads Department will require the petitioner to be responsible for the construction and maintenance of the above portion of Rowe Road and any drainage facilities within said portion. The petitioner will also be required to have a minimum of 20 feet of ROW width cleared for drainage, utilities, and road access, and will be required to place a minimum of 6 inches of gravel surface.

All of the above requirements will be covered in a notarized Appendix A and a Maintenance Agreement required by the petitioner.

The suggested time and date for the public hearing is February 27<sup>th</sup>, 2024 at 10:00 a.m.



APPLICATION TO **PERFORM WORK** ON COUNTY ROAD RIGHT-OF-WAY

Island County Public Works • P.O. Box 5000, Coupeville, WA 98239 • (360) 679-7331

PERMIT NO.: PN22-0417 Fee: \$350.44 (Please make checks payable to Island County Engineering)

Date Issued: \_\_\_\_\_ Date Received: 10/4/22 Receipt No.: PN-22-01072

**NO WORK SHALL BEGIN UNTIL APPROVED BY COUNTY ENGINEER OR DESIGNEE**

**INSTRUCTIONS FOR APPLICANT**

All applicable fields in the black box below shall be filled out completely and accurately by the applicant.

Applications shall be accompanied by drawings. Drawings shall be to a working scale, showing position and location of work, names or numbers and widths of roads, streets, etc. showing their locations in plats, or subdivisions of sections, township, and range, showing the relative position of such work to existing utilities, constructed, laid, installed, or erected upon such roads, streets, or public places. The applicant shall specify the type of construction by submitting plans showing the class of material and the manner in which the work is to be accomplished. All such materials and equipment shall be of the highest quality and the manner of excavation, fills, construction, installation, erection of temporary structures, traffic turnouts, road obstruction, barricades, etc. shall meet with provisions of the County Utility Accommodation Policy (WAC 13-40) and shall require approval by the County Engineer or designee. Signing, barricades and traffic control in the vicinity of the work shall strictly conform to provisions of "The Manual on Uniform Traffic Control Devices for Streets and Highways." The applicant shall pay to the County all costs of, and expenses incurred in the examination, inspection, and supervision of such work as a result of the issuance of said permit(s).

The County Engineer or designee shall either grant or deny the work within a 15 working day period, commencing on the date the application as accepted as complete by the County Engineer or designee.

APPLICANT: CAMANO PROPERTIES III INC (Agent Paul Oglesbee/ Cove Development Consulting) Date: 10/03/2022

Mailing Address: 5426 Barrett Rd., Ferndale, Washington, 98248

Email Address: paul@covenw.com Phone: 360-255-1081

The undersigned hereby applies for permission to: (Include a brief description in the space provided and attach a detailed drawing)

**The applicant wishes to open the County ROW to gain access to the properties as noted in attached map.**

The estimated time required for completion of the above work is \_\_\_\_\_, which the petitioner agrees to prosecute with all diligence and speed with due regard for the rights, interests, and conveniences of the public. Petitioner further agrees to perform the work in strict compliance with the provisions enumerated below and states that he has read and will adhere to the general provisions applicable to permits contained on page three (3) and four (4) of this permit.  
Check if installing: Culvert (36in +):  Wall:  Catch Basin:

SIGNATURE: \_\_\_\_\_ PRINT NAME: Paul Ogl esbee

Water System & ID # (if applicable): N/A Job/Work Order No.: N/A

Parcel No: R23114-243-4300 Sec.: 14 Twp.: 31 Rge.: 2

Project Location: Camano Island

Arch Site: Yes / No Eagle/Heron Habitat: Yes / No Wetlands: Yes / No Critical Drainage: Yes / No

Reviewed by: [Signature] Date Reviewed: 10/6/22

**NOTE:** If it is determined the proposed work is in a sensitive area, issuance of the permit will be held until a final determination is made.

Development Coordinator Approval: \_\_\_\_\_ Date: \_\_\_\_\_

( ) Storm water management review will be required under a building permit or land use application.

Franchise No. \_\_\_\_\_  Current \_\_\_\_\_  Revision Required \_\_\_\_\_ Date: \_\_\_\_\_

Health Department Approval: \_\_\_\_\_ Date: \_\_\_\_\_

# ROAD SHOP REPORT

## RECOMMENDATION:

- ( ) *Grant*      ( ) *Grant as modified*      ( ) *Deny* (see below)

Supervisor/Foreman: \_\_\_\_\_

Date \_\_\_\_\_

Signature: \_\_\_\_\_

Phone \_\_\_\_\_

## PERMIT CONDITIONS

### PLEASE READ CAREFULLY PRIOR TO THE START OF WORK

Subject to all the terms, conditions, and provisions written or printed below or on any part of this form. Work to be installed per County standards and all permit conditions as stated on the rest of this permit, **SUBJECT TO THE FOLLOWING:**

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>( ) RCW 46.61.570 – Reserved Parking prohibited. – see attached</li> <li>( ) Work must be performed in accordance with the “Accommodations of Utilities on County Road Right of Way for Island County”. – see attached</li> <li>( ) Criteria for Sewage Work Design – C1-9 Special Requirements. – see attached</li> <li>( ) Parcel located in close proximity to a known archaeological site. – see attached</li> <li>( ) Culvert ends must be beveled. – see attached</li> <li>( ) Install _____ feet of _____ inch Culvert in County ditch.</li> <li>( ) Must call appropriate shop 24 hours prior to the start of work.</li> <li>( ) All utilities must be a minimum of 36” in depth (fiber optic 42”).</li> <li>( ) All utilities shall be installed to the outer most portion of County Right of Way.</li> <li>( ) All drain ways shall be opened and functional at the close of business nightly.</li> </ul> | <ul style="list-style-type: none"> <li>( ) Line crossing under roadway shall be sleeved.</li> <li>( ) All road crossings shall be pushed or bored.</li> <li>( ) Applicant will handle all drainage at applicant’s expense.</li> <li>( ) All damages to roadway or right of way shall be repaired by the applicant at his expense.</li> <li>( ) Best Management Practices (BMP’s) will apply: <a href="https://apps.ecology.wa.gov/publications/SummaryPages/1910021.html">https://apps.ecology.wa.gov/publications/SummaryPages/1910021.html</a>.</li> <li>( ) All areas shall be returned to present or better condition.</li> <li>( ) Must maintain a 5’ cleared vegetation radius around all above ground equipment.</li> <li>( ) Trenches left open past normal working hours shall be fenced and barricaded to insure a safety area around open trench.</li> <li>( ) All excavated material shall be removed from site and back filled with suitable road ballast.</li> <li>( ) All traffic control will conform with the Manual on Uniform Traffic Control Devices (MUTCD) <a href="http://mutcd.fhwa.dot.gov/">http://mutcd.fhwa.dot.gov/</a></li> <li>( ) See Additional Conditions, Comments, and/or Attachments.</li> </ul> |
|--|---|

- ( ) \_\_\_\_\_
- ( ) \_\_\_\_\_
- ( ) \_\_\_\_\_

( ) A bond, in the amount of \_\_\_\_\_, is required to insure compliance with the above conditions. Said bond to be kept in full force and effect for a period of \_\_\_\_\_ following completion of work authorized by this permit. No work shall be done under this permit until the party or parties to whom it is granted shall have communicated with and received instructions from Engineering.

**Final Inspection Required**

When the work is completed, please contact:

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**APPROVAL OF UTILITY PERMIT IS FOR WORK WITHIN COUNTY RIGHT-OF-WAY ONLY. OTHER PERMITS MAY BE REQUIRED. APPLICANT WILL NEED TO CONTACT APPROPRIATE DEPARTMENT.**

***It is the responsibility of the applicant to notify all utilities and private property owners when such property is liable to cause injury or damage through the performance of the above work and the applicant shall make all necessary arrangements relative to the protection of such property and/or utilities.***

Denied     Approved by: \_\_\_\_\_ DATE: \_\_\_\_\_  
COUNTY ENGINEER or DESIGNEE

**UTILITY DAMAGE IS COSTLY**

**CALL “811”**

**BEFORE YOU DIG**

## FINAL INSPECTION REPORT

The work covered by this permit has been performed and completed in compliance with Island County Standards and the provisions specified herein.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

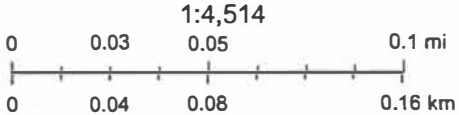
### ADDITIONAL PERMIT CONDITIONS

1. The petitioner, designated herein as the "grantee," his successors and assigns, shall have the right and authority to enter upon the right of way of the County road, street, alley, public place or structure as indicated on the first page of this form, for the purpose of doing such work as applied for, and approved by the County Engineer or designee. During the progress of the work such barriers shall be erected and maintained as may be necessary or as may be directed for the protection of the traveling public, the barriers shall be properly lighted at night.
2. The location, type of work, materials and equipment used, manner or erection or construction, safeguarding of public traffic during work or after doing same, mode of operation and manner of maintenance of project petitioned for, shall be approved by the County Engineer or designee prior to start of work and shall be subject to the inspection of the County Engineer or designee so as to assure proper compliance with the terms of this permit.
3. The grantee shall commence work within 30 days after the granting of this permit. If, at the end of six (6) months after date of granting permit, the grantee has not completed the installation, then the rights herein conferred shall cease and terminate.
4. The grantee shall leave all roads, streets, alleys, public places, and structures after installation and operation or removal of utility in as good and safe condition in all respects as were in before commencement of work by grantee. The party or parties to whom this permit is issued shall maintain at his or their sole expense the structure or object for which this permit is granted in a condition satisfactory to the County.
5. In case of any damage to any roads, streets, public places, structures or public property of any kind on account of said work by the grantee, he will at once repair said damage at this own sole cost and expense.
6. The County Engineer, his agents or representatives may do, order, or have done any and all work considered necessary to restore to a safe conditions any street, alley, public place or structure which is in a condition dangerous to a life or property resulting from the grantee's facility or its installation as permitted herein, and upon demand the grantee shall pay to the County all costs of such work and material.
7. If at any time the County deems it advisable to widen, grade, regrade, plank, pave, improve, alter or repair any road, street, public place or structure, the grantee upon written notice by the County Engineer, his representatives or agents, will at his own sole cost and expense, raise, lower, change, move or reconstruct such installations to conform to the plans of work contemplated or ordered by the County.
8. If upon written notice by the County Engineer the grantee fails to relocate any portion or all of the project as granted under this permit, the County, its agents or representatives may do any work at the cost and expense of the grantee, and all costs to remove or reconstruct same, shall be borne by the grantee.
9. All such changes, reconstruction or relocation by the grantees shall be done in such manner as will cause the least interference with any of the County's work and shall be subject to the same provisions which control an original installation. The County shall in no way be held liable for any damage to the grantee by reason of any such work by the County, its agents or representatives, or by the exercise of any rights by the county upon roads, streets, public places or structures in questions. The grantee shall have twenty-four (24) hours written notice by the County Engineer or his representatives or agents of any blasting contiguous to the grantees permit rights in order that he may protect his interests.
10. This grant or privilege shall not be deemed or held to be an exclusive franchise, nor prohibit the County from granting other permits or franchise rights of like or other nature to other public or private utilities, nor shall it prevent the County from using any of its roads, streets, public places for any and all public use, or affect its jurisdiction over all or any part of them.
11. All the provisions, conditions, regulations and requirements herein contained shall be bound upon the successors and assigns of the grantee and all privileges of the grantee shall inure to such successors and assigns as if they were specifically mentioned.
12. The County Engineer or designee may revoke, annul or terminate this permit if grantee fails to comply with any or all of its provisions, requirements or regulations as herein set forth or through willful or unreasonable neglect, fails to heed or comply with notices given him or if the work herein permitted is not installed or operated and maintained in conformity herewith or at all.





# Proposed ROW opening for Rowe Rd.







## Island County Public Works - Utility/Access Permit Parcel Report

### Taxlot Information:

Report Generated: 10/6/2022 8:34:40 AM

Parcel Number: R23114-243-4300

PID: 80254

[Permit Portal Link](#)

Legal Owner: CAMANO PROPERTIES III INC

Site Address:

Mailing Address: 5TH FLOOR 530 HORNBY ST

VANCOUVER BC V6C  
2E7

### Possible Critical Areas\*

\* If a 'Yes' is shown below it indicates the current Critical Areas Data Layers show an overlap with the Parcel Data Layer on the selected parcel

If a 'No' is shown below it indicates the current Critical Areas Data Layers do not show an overlap with the Parcel Data Layer on the selected parcel

Possible Streams: No

Vicinity of Cultural Resources: No

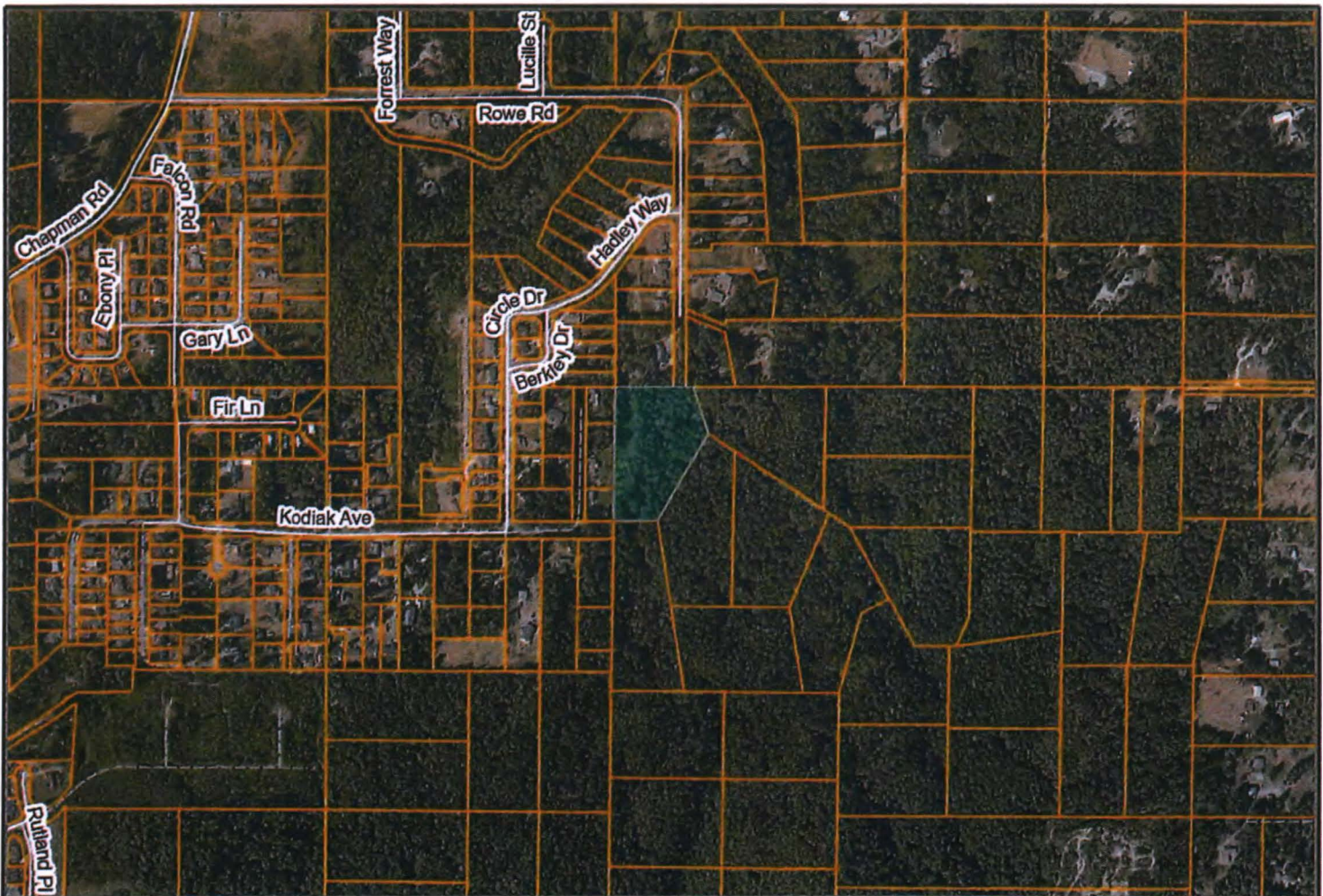
Possible Wetlands: Yes

Possible Eagles Management Area: No

Possible Steep Slopes: No

Possible Critical Drainage Area: Yes

Possible Unstable Slopes: No



This map is a user generated static output from an Internet mapping site and is for reference only. Data in report has not been field verified. Without field verification, data layers and outputs resulting from overlapping analyses that appear on this map may or may not be accurate, current, or otherwise reliable.

DO NOT USE AS A LEGAL DOCUMENT. ACCURACY NOT GUARANTEED.

Attachment "A"

Permit Conditions for working in the County Right-of-way

Check Boxes of items that apply or add additional items  
at bottom of page

- All unopened county right-of-way shall be surveyed and or property boundary lines located and flagged. Applicant shall have adjacent unopened right-of-way property owners agree as to existing location of county right-of-way on their parcel prior to starting work. This right-of-way shall be notarized and recorded with the Island County Auditor. District Road Supervisor (**add appropriate shop phone number**) shall be contacted after the flagging and recording is in place, and prior to construction
- BMP's (Best Management Practices) shall be in place prior to starting construction work. All sediment from runoff shall remain within work area.
- All brush, stumps, debris, etc shall be removed from county right-of-way at applicants time and expense. There will be no burning of debris within county right-of-way.
- A minimum of 20 feet of right-of-way width shall be cleared for drainage, utilities and road access.
- All utility lines (telephone, water, etc) shall be a minimum of 36 inches below ground surface and within six feet of the right-of-way line.
- Roadway to be constructed in compliance with typical roadway section as shown in Appendix D-8 to a width of 14 feet. Roadway to be graded, sloped and crowned to assure proper drainage. A minimum of 6 inches of gravel surface shall be placed.
- Applicant to be responsible for construction and maintenance of the portion of \_\_\_\_\_ and any drainage facilities within this portion of unopened right-of-way.
- Roadway must be inspected and approved by the County Engineer or his representative after completion. Contact (**Add appropriate Shop Supervisor and phone number**) for final inspection and approval.
- Prior to commencing work in the field, applicant is to submit notarized Appendix A, Maintenance Agreement and Appendix B, Declaration for Maintenance. (**Appendix B may not be required, depending on situation**)

- All material used in the right-of-way shall meet Washington State Standards for road construction.
- Applicant shall install a 12-inch culvert under the roadway to direct runoff in the predevelopment drainage pattern.
- Applicant shall install a 12-inch culvert under \_\_\_\_\_ to direct runoff from \_\_\_\_\_ into a ditch on \_\_\_\_\_. This is the predevelopment drainage patter that needs to be continued. The drainage ditch along the \_\_\_\_\_ side of \_\_\_\_\_ to be reconstructed as necessary.
- Applicant to be responsible for construction and maintenance of \_\_\_\_\_ and any drainage facilities within \_\_\_\_\_ right-of-way.

**Additional Items not listed above:**

- \_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_  
\_\_\_\_\_



Application to Perform Work on County Road Right-of-Way  
Permit Number PW22-0417

Petition to Open an Unopened County Road Right-of-Way known as Rowe Road, submitted by  
Camano Properties III, Inc.

**Accepted and approved** on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

BOARD OF COUNTY COMMISSIONERS  
ISLAND COUNTY, WASHINGTON

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JILL JOHNSON, Chair

**APPLICATION FOR ACCESS TO COUNTY ROAD RIGHT-OF-WAY**  
*Island County Public Works • P.O. Box 5000, Coupeville, WA 98239 • (360) 679-7331*

PERMIT NO.: PN22-0415 Fee: \$92.70 (Please make checks payable to Island County Engineering)

Date Issued: \_\_\_\_\_ Date Received: 10/4/22 Receipt No.: PN-22-01072


**NO WORK TO SHALL BEGIN UNTIL APPROVED BY COUNTY ENGINEER OR DESIGNEE**

**INSTRUCTIONS FOR APPLICANT**

An approved permit for access to county roads and access from private roads to county roads is required prior to issuance of a building permit. (ICC12.12)

All applicable fields in the black box below shall be filled out completely and accurately by the applicant. A sketch showing the desired location of the access(es) shall be attached to the application. Two visible, flat stakes shall be placed along the right-of-way to mark desired location(s) of access(es).

The County Engineer or designee shall either grant or deny the access within a 15 working day period, commencing on the date the application is accepted as complete by the County Engineer or designee.

OWNER: <u>CAMANO PROPERTIES III INC</u>		Date: <u>10/03/2022</u>
Mailing Address: <u>5TH FLOOR 530 H ORNBYST</u>		
City, State, Zip Code: <u>VANCOUVER BC V6C</u>		
Email Address: _____		Phone: _____
AGENT (if applicable): <u>Paul Oglesbee/ Cove Development Consulting</u>		
Mailing Address: <u>5426 Barrett Rd, Suite A101</u>		
City, State, Zip Code: <u>Ferndale, Washington, 98248</u>		
Email Address: <u>paul@covenw.com</u>		Phone: <u>360-255-1081</u>
<p>By signing, the owner/agent agrees to perform the work in strict compliance with the provisions enumerated on page two (2) of this permit and states that he/she/they has/have read and will adhere to the general provisions applicable to permits contained on page three (3) and four (4) of this permit. Owner/Agent certifies the access applied for is for the purpose indicated only. Permit is void if access is utilized for any other purposes or to the benefit of other properties.</p>		
SIGNATURE: 		PRINT NAME: <u>Paul Oglesbee</u>
<p>Access for: Single <input type="checkbox"/> Double <input type="checkbox"/> Common Approach <input checked="" type="checkbox"/> Short Plat <input type="checkbox"/> Plat <input type="checkbox"/> Commercial <input type="checkbox"/> Temporary <input type="checkbox"/> <span style="color:red">Installing Catch Basin</span> <input type="checkbox"/></p>		
County Road designated as: <u>Rowe Rd.</u> and/or Private Road: _____		
Address of Parcel (if available): <u>Please see attached drawing/ Map</u>		
Parcel No.: <u>R23114-243-4300</u>	Sec.: <u>14</u>	Twp.: <u>31</u> Rge.: <u>2</u>
Plat Name: _____	Div.: _____	Blk.: _____ Lot: _____

Arch Site: Yes  No  Eagle/Heron Habitat: Yes  No  Wetlands:  Yes / No  Critical Drainage:  Yes / No

Reviewed by: BH Date Reviewed: 10/6/22

**NOTE:** If it is determined the proposed work is in a sensitive area, issuance of the permit will be held until a final determination is made.

Development Coordinator Approval: \_\_\_\_\_ Date: \_\_\_\_\_

( ) Storm water management review will be required under a building permit or land use application.



# ROAD SHOP REPORT

## RECOMMENDATION:

( ) Approve ( ) Approve as modified ( ) Deny (see below) FOR: ( ) Single ( ) Double ( ) Common Approach  
 TO SERVE: ( ) SFR ( ) Garage ( ) Commercial ( ) Short Plat ( ) PRD ( ) Temporary ( ) Other

Supervisor/Foreman: \_\_\_\_\_

Date \_\_\_\_\_

Signature: \_\_\_\_\_

Phone \_\_\_\_\_

## PERMIT CONDITIONS

### PLEASE READ CAREFULLY PRIOR TO THE START OF WORK

Subject to all the terms, conditions, and provisions written or printed below or on any part of this form. Access to be installed per County standards (Typical Road Approach and Cross Section Drawing attached) and all permit conditions as stated on the rest of the permit, SUBJECT TO THE FOLLOWING:

- ( ) New access is approved as indicated below:
- ( ) Existing access is approved as constructed and reflects current conditions as indicated below:
- ( ) Existing access requires improvements as indicated below:
- ( ) Driveway must be at least 5 feet from property line.
- ( ) 20' flat-out with a grade not to exceed 2% unless pre-approved.
- ( ) Improvements are needed to gain and maintain sight distance of 100' per 10 miles per hour.
- ( ) Culvert ends must be beveled. See attached diagram.
- ( ) \_\_\_\_\_ feet of \_\_\_\_\_ inch culvert double wall corrugated high density polyethylene drainage pipe with smooth inner wall.
- ( ) \_\_\_\_\_
- ( ) \_\_\_\_\_
- ( ) \_\_\_\_\_
- ( ) \_\_\_\_\_
- ( ) Prior to Asphaltting or concreting driveway contact road supervisor.
- ( ) Surface/Surfaced with asphalt concrete pavement.
- ( ) Surface/Surfaced with crushed rock.
- ( ) Vegetation must be trimmed and maintained by applicant.
- ( ) Best Management Practices (BMP's) will apply: <https://apps.ecology.wa.gov/publications/Summary/Pages/1910021.html>
- ( ) Water runoff into County drain ways shall be free of all sediment and debris.
- ( ) All traffic control will conform with the Manual on Uniform Traffic Control Devices (MUTCD): <http://mutcd.fhwa.dot.gov/>.
- ( ) Applicant will handle all drainage at applicant's expense.
- ( ) A 6" swale, 8' from edge of pavement for drainage
- ( ) Ditch must be cleaned of vegetation and debris.
- ( ) See Additional Conditions and/or Attachments.

( ) NOTE: Natural run off as now exists drains towards or across applicants parcel.

Final Inspection Required

When the work is completed, please contact:

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

APPROVAL OF ACCESS PERMIT IS FOR COUNTY RIGHT-OF-WAY ONLY. THIS IS NOT APPROVAL FOR ANY OTHER ROAD CONSTRUCTION. OTHER PERMITS MAY BE REQUIRED; APPLICANT NEEDS TO CONTACT APPROPRIATE DEPARTMENT.

*It is the responsibility of the applicant to notify all utilities and private property owners when such property is liable to cause injury or damage through the performance of the above work and the applicant shall make all necessary arrangements relative to the protection of such property and/or utilities.*

Denied  Approved by: \_\_\_\_\_ DATE: \_\_\_\_\_  
 COUNTY ENGINEER or DESIGNEE

UTILITY DAMAGE IS COSTLY CALL "811" BEFORE YOU DIG

## FINAL INSPECTION REPORT

The work covered by this permit has been performed and completed in compliance with Island County Standards and the provisions specified herein.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

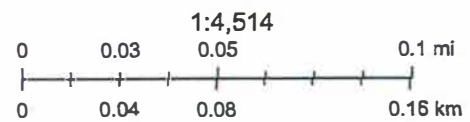
### ADDITIONAL PERMIT CONDITIONS

1. The applicant, designated herein as the "grantee", his successors and assigns, shall have the right and authority to enter upon the right of way of the County road, street, alley, public place or structure as indicated on the first page of this form, for the purpose of doing such work as applied for, and approved by the County Engineer or designee. During the progress of the work such barriers shall be erected and maintained as may be necessary or as may be directed for the protection of the traveling public; the barriers shall be properly lighted at night.
2. The location, type of work, materials and equipment used, manner or erection or construction, safeguarding of public traffic during work or after doing same, mode of operation and manner of maintenance of project petitioned for, shall be approved by the County Engineer or designee prior to start of work and shall be subject to the inspection of the County Engineer or designee so as to assure proper compliance with the terms of this permit.
3. If, at the end of six (6) months after date of granting of the permit, the grantee has not completed the installation, then the rights therein conferred shall cease and terminate.
4. The grantee shall leave all roads, streets, alleys, public places and structures in as good and safe condition, in all respects, as they were before commencement of work by grantee. The party or parties to whom this permit is issued shall maintain at his or their sole expense the structure or object for which this permit is granted in a condition satisfactory to the County.
5. In case of any damage to any roads, streets, public places, structures or public property of any kind on account of said work by the grantee, he will at once repair said damage at his own sole cost and expense.
6. The County Engineer, his agents or representatives may do, order, or have done any and all work considered necessary to restore to a safe condition any street, alley, public place or structure which is in a condition dangerous to a life or property resulting from the grantee's facility or its installation as permitted herein, and upon demand the grantee shall pay to the County all costs of such work and material.
7. If at any time the County deems it advisable to widen, grade, re-grade, plank, pave, improve, alter or repair any road, street, public place or structure, the grantee upon written notice by the County Engineer, his representatives or agents, will at his own sole cost and expense, raise, lower, change, move or reconstruct such installations to conform to the plans of work contemplated or ordered by the County.
8. If, upon written notice by the County Engineer, the grantee fails to relocate any portion or all of the project as granted under this permit, the County, its agents or representatives may do any work at the cost and expense of the grantee, and all costs to remove or reconstruct same, shall be borne by the grantee.
9. All such changes, reconstruction or relocation by the grantees shall be done in such manner as will cause the least interference with any of the County's work and shall be subject to the same provisions which control an original installation. The County shall in no way be held liable for any damage to the grantee by reason of any such work by the County, its agents or representatives, or by the exercise of any rights by the County upon roads, streets, public places or structures in question. The grantee shall have twenty-four (24) hours written notice by the County Engineer or his representatives or agents of any blasting contiguous to the grantee's permit rights in order that he may protect his interests.
10. This grant is limited to the specific work, purpose and use described and is contingent upon the grantee having any necessary right of ownership, rights of way, easements or permissions to approach the county road over the property adjoining the county right of way of the location specified.
11. All the provisions, conditions, regulations and requirements herein contained shall be binding upon the successors and assigns of the grantee and all privileges of the grantee shall inure to such successors and assigns as if they were specifically mentioned.
12. The County Engineer or designee may revoke, annul or terminate this permit if grantee fails to comply with any or all of its provisions, requirements or regulations as herein set forth or through willful or unreasonable neglect, fails to heed or comply with notices given him or if the work herein permitted, is not installed or operated and maintained in conformity herewith or at all.





# Proposed ROW opening for Rowe Rd.





**APPLICANT AUTHORIZATION FORM**

If you are authorizing an agent or contractor to apply for permit(s) on your behalf, you must complete this form providing authorization for a designated agent to apply for permit(s) on your behalf. This form is required for the protection of the landowner. A permit/application authorizing an agent to act on the landowner's behalf that is not accompanied by a signed and notarized Applicant Authorization Form will not be accepted. All original signatures must be in blue ink.

I/We, Camano Properties Inc. the owner(s) of the subject property, understand that by completing this form I/We hereby authorize Paul Oglesbee/Cove Development Consulting to act as my/our agent. I/We understand that said agent will be authorized to submit applications/permits on my/our behalf. I also understand that once a permit/application has been submitted that all future correspondence may be directed to said agent.

**ALL PROPERTY OWNERS OF RECORD MUST SIGN THIS FORM**

<p>1) <u>Charles Kim, President</u> Property Owner Name(s) (print)</p> <p><u>[Signature]</u> Signature(s)</p> <p>2) _____ Property Owner Name(s) (print)</p> <p>_____ Signature(s)</p> <p>3) _____ Property Owner Name(s) (print)</p> <p>_____ Signature(s)</p> <p><u>September 30, 2022</u> Date</p>	<p><u>Province of British Columbia</u> <del>State of Washington</del> <u>County of Vancouver</u> <del>City</del></p> <p>I certify that I know or have satisfactory evidence that <u>Charles Kim</u> signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in this instrument.</p> <p>Dated <u>September 30, 2022</u></p> <p>Signature of Notary Public <u>[Signature]</u></p> <p>Printed Name <u>Byron Lee</u></p> <p>Residing at <u>Vancouver, British Columbia</u></p> <p>My appointment expires <u>Permanent</u></p> <p><b>BYRON B. LEE</b> <b>SOLICITOR</b> <b>530 HORNBY STREET</b> <b>VANCOUVER, BC V6C 2E7</b></p> <p>Stamp</p>
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I/We, Camano Properties I Inc. the owner(s) of the subject property, understand that by completing this form I/We hereby authorize Paul Oglesbee/Cove Development Consulting to act as my/our agent. I/We understand that said agent will be authorized to submit applications/permits on my/our behalf. I also understand that once a permit/application has been submitted that all future correspondence may be directed to said agent.

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I/We, Camano Properties II Inc. the owner(s) of the subject property, understand that by completing this form I/We hereby authorize Paul Oglesbee/Cove Development Consulting to act as my/our agent. I/We understand that said agent will be authorized to submit applications/permits on my/our behalf. I also understand that once a permit/application has been submitted that all future correspondence may be directed to said agent.

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I/We, Camano Properties III Inc. the owner(s) of the subject property, understand that by completing this form I/We hereby authorize Paul Oglesbee/Cove Development Consulting to act as my/our agent. I/We understand that said agent will be authorized to submit applications/permits on my/our behalf. I also understand that once a permit/application has been submitted that all future correspondence may be directed to said agent.

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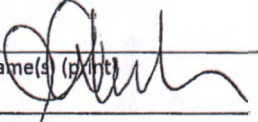



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I/We, Camano Properties IV Inc. the owner(s) of the subject property, understand that by completing this form I/We hereby authorize Paul Oglesbee/Cove Development Consulting to act as my/our agent. I/We understand that said agent will be authorized to submit applications/permits on my/our behalf. I also understand that once a permit/application has been submitted that all future correspondence may be directed to said agent.

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1) <u>Charles Kim, President</u> Property Owner Name(s) (print)  Signature(s)	<p><i>Province of British Columbia</i>  <del>State of Washington</del>          County of <u>Vancouver</u>          City</p> <p>I certify that I know or have satisfactory evidence that <u>Charles Kim</u> signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in this instrument.</p> <p>Dated <u>September 30, 2022</u></p> <p>Signature of           Notary Public</p> <p>Printed Name <u>Byron Lee</u></p> <p>Residing at <u>Vancouver, British Columbia</u></p> <p>My appointment expires <u>Permanent</u></p>
2) _____ Property Owner Name(s) (print) _____ Signature(s)	<p><b>BYRON B. LEE</b>  <b>BARRISTER &amp; SOLICITOR</b>          500 - 530 HORNBY STREET          VANCOUVER, BC V6C 2E7</p>
3) _____ Property Owner Name(s) (print) _____ Signature(s)	Stamp
<u>September 30, 2022</u> Date	





# Island County Public Works - Utility/Access Permit Parcel Report

## Taxlot Information:

Report Generated: 10/6/2022 8:34:40 AM

Parcel Number: R23114-243-4300

PID: 80254

[Permit Portal Link](#)

Legal Owner: CAMANO PROPERTIES III INC

Site Address:

Mailing Address: 5TH FLOOR 530 HORNBY ST

VANCOUVER BC V6C  
2E7

## Possible Critical Areas\*

\* If a 'Yes' is shown below it indicates the current Critical Areas Data Layers show an overlap with the Parcel Data Layer on the selected parcel

If a 'No' is shown below it indicates the current Critical Areas Data Layers do not show an overlap with the Parcel Data Layer on the selected parcel

Possible Streams: No

Vicinity of Cultural Resources: No

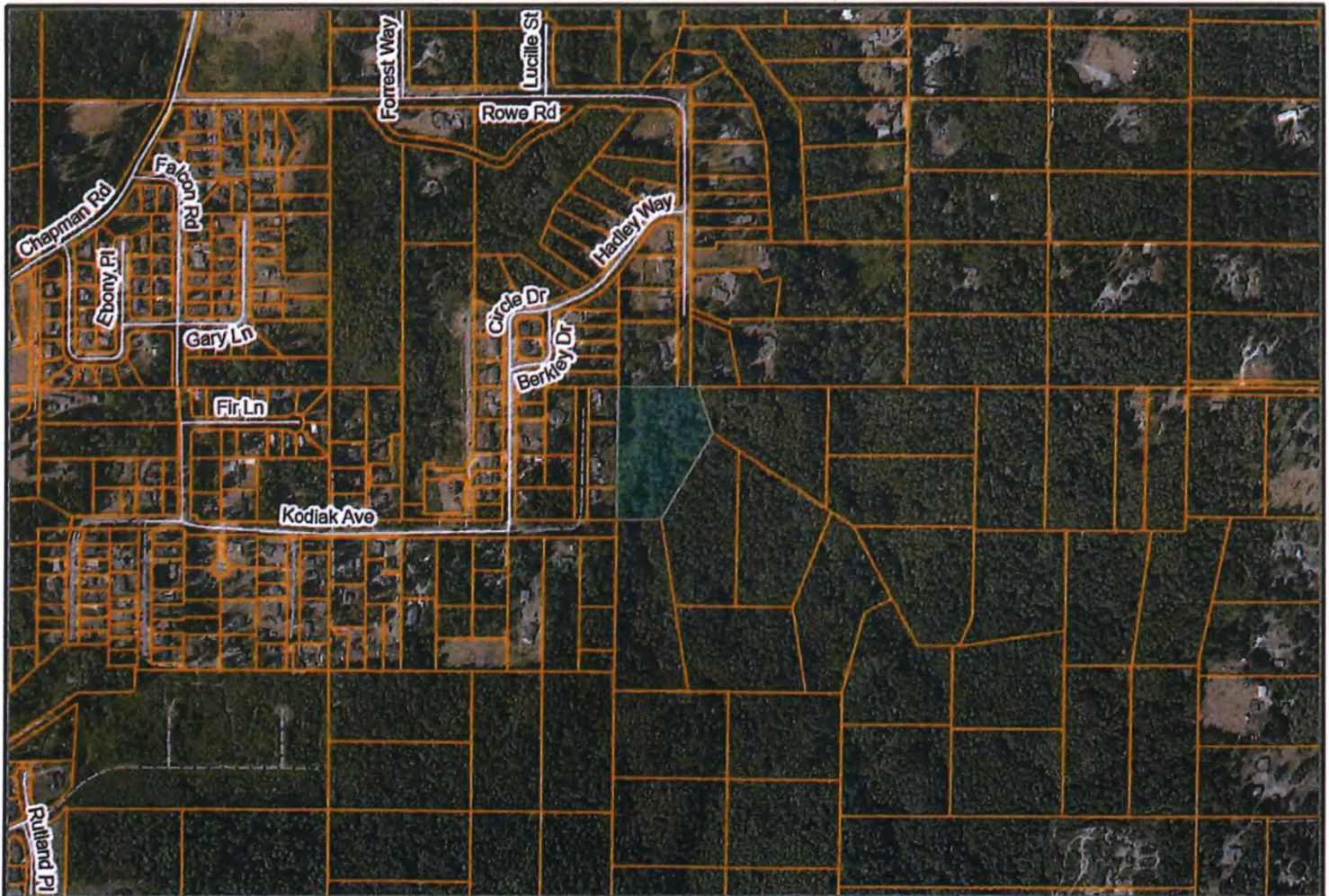
Possible Wetlands: Yes

Possible Eagles Management Area: No

Possible Steep Slopes: No

Possible Critical Drainage Area: Yes

Possible Unstable Slopes: No



This map is a user generated static output from an Internet mapping site and is for reference only. Data in report has not been field verified. Without field verification, data layers and outputs resulting from overlapping analyses that appear on this map may or may not be accurate, current, or otherwise reliable. DO NOT USE AS A LEGAL DOCUMENT. ACCURACY NOT GUARANTEED.



After Recording Return to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## APPENDIX "A"

### DECLARATION OF COVENANT REQUIRING PRIVATE MAINTENANCE OF APPROVED PRIVATELY MAINTAINED ROAD LOCATED ON COUNTY RIGHT OF WAY

In consideration of the approval by Island County of the permit to do work in the County right-of-way Permit # \_\_\_\_\_ to allow construction/maintenance on a privately maintained road in the County right-of-way \_\_\_\_\_ (description of road location) in Island County, Washington, which said road provides access to the property described as follows (insert legal description):

\_\_\_\_\_  
\_\_\_\_\_

The undersigned covenants and agrees that:

1. The owner(s) of the aforescribed property or of any lot which has been or is subsequently created on said property shall be responsible for private maintenance of the roadway constructed under Permit Number \_\_\_\_\_ within said \_\_\_\_\_ (description of road location).
2. The road(s) and any private road name and/or stop signs shall be maintained consistent with Island County Standards for such private roads and/or signs.
3. Roadway maintenance financing shall be in a manner determined by the owners of a majority of the square footage of buildable land within such aforesaid property.
4. Warning: Island County has no responsibility to build, improve, maintain, or otherwise service the privately maintained road contained within or providing service to the above referenced property.
5. The covenants contained herein shall run with the land and are binding upon all subsequent owners thereof until such time as the right of way is constructed to present County standards and maintenance is accepted by Island County.

PROPERTY OWNER:

\_\_\_\_\_

PROPERTY OWNER:

\_\_\_\_\_

+++++  
STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss

On this day personally appeared before me

\_\_\_\_\_ )  
to me (proven)(known) as the individual(s) described in and who executed the within and  
foregoing instrument and acknowledged that he/she/they signed and sealed the said instrument  
as his/her/their own free and voluntary act and deed, for the uses and purposes herein stated.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

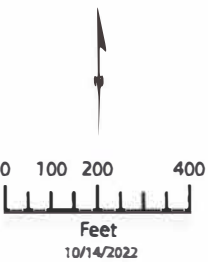
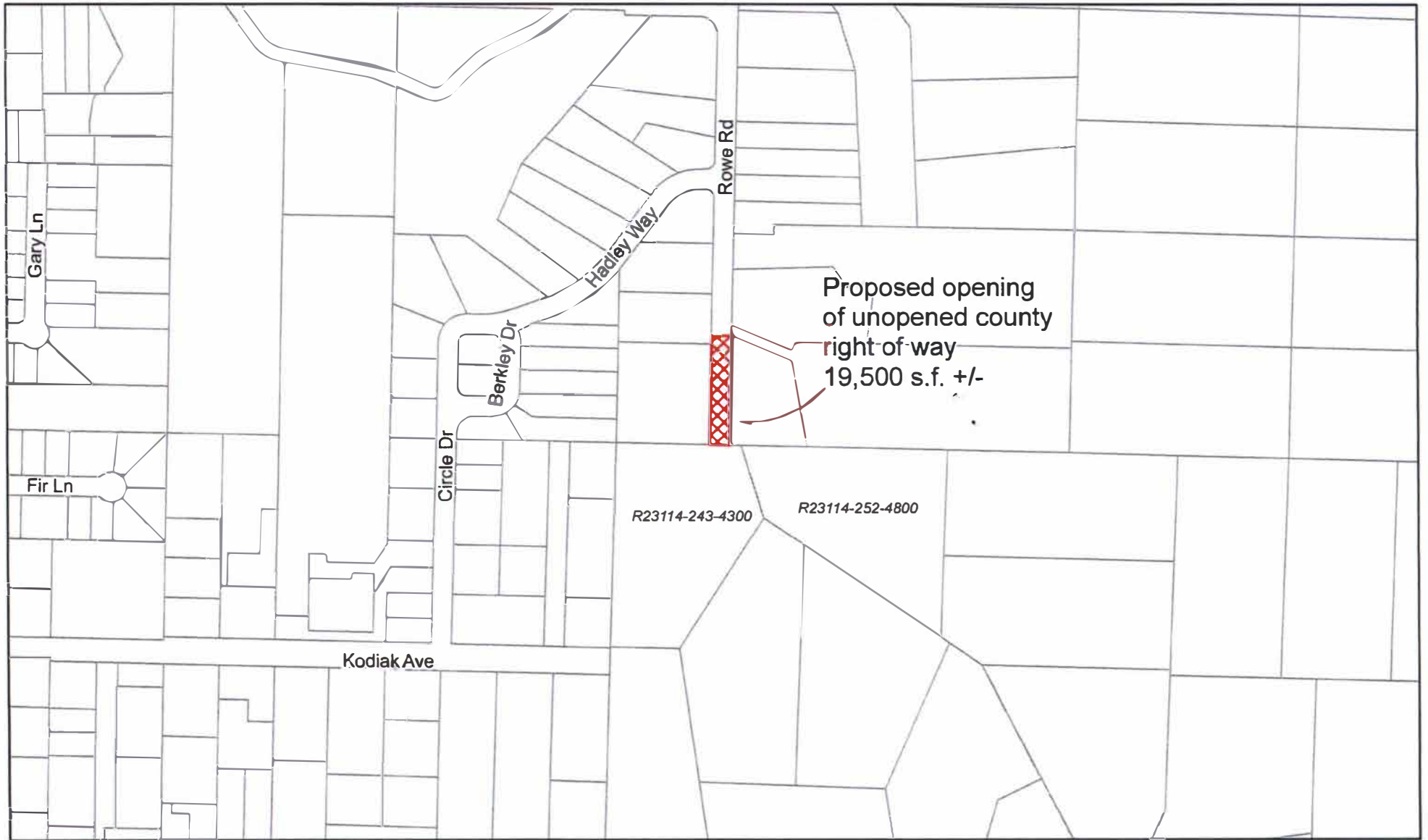
\_\_\_\_\_  
NOTARY PUBLIC in and for the STATE of

S E A L

\_\_\_\_\_  
residing at

\_\_\_\_\_  
My Commission expires

\_\_\_\_\_  
PRINTED name of Notary Public



Section 14, T31N R2E  
122.51°W 48.175°N

Rowe Road  
Proposed Opening of Unopened ROW  
Vicinity Map



Island County Public Works