

09/21/10
6122



PERSONAL SERVICES AGREEMENT

Contract Number: 332.10.030

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

Name: ESA Adolphson
Address: 5309 Shilshole Avenue NW, suite 200
Seattle WA 98107
Phone N^o: 206.789.9658

(hereinafter called "Contractor").

This Agreement is comprised of:

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

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

The term of this Agreement shall commence on the 21st day of September 2010 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2012.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 21st day of Sept 2010

CONTRACTOR:

Lloyd Skinner

Print name: LLOYD SKINNER

Title: Senior VP

Date: 9-20 2010

BOARD OF CLALLAM-COUNTY COMMISSIONERS

Howard V. Doherty, Jr., Chair

ATTEST:

Trish Holden

Trish Holden, CMC, Clerk of the Board

Originals: BOCC 9-21-10
Vendor 9-22-10
Initiating Department 9-22-10

Copies: 5
C: Cathy 9-22-10

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

[Signature]
DEPUTY PROS
REVIEW OF FORM, ONLY

ATTACHMENT A
SCOPE OF WORK
CLALLAM COUNTY
COMPREHENSIVE SHORELINE MASTER PROGRAM UPDATE

Environmental Science Associates (ESA)

Background: Clallam County (County) plans to update their Shoreline Management Program (SMP) to comply with the procedural and substantive requirements of the state Shoreline Management Act (RCW 90.58) and its implementing rules, including the SMP Guidelines (WAC 173-26 Part III). ESA¹ will assist the County in completing specific aspects of the SMP update work in accordance with this scope of work (SOW). The SMP update work occurs in five overlapping phases, each with specific tasks and subtasks. This SOW identifies the assumptions and target completion dates for the work that ESA will conduct in order to help the County complete specific deliverables identified in the County's grant contracts with the Washington State Department of Ecology (Ecology) (SMA Grant Agreement No. G100062) and the EPA (EPA Grant No. PO-00J08801). Changes in the assumptions could result in the need for contract modification.

The following assumptions underlie all Phases and Tasks:

- Unless otherwise specified for each written deliverable identified in this scope, ESA will provide one draft for County staff review. Following receipt of one set of consolidated comments from County staff, ESA will produce a revised draft for submittal to Ecology. Following receipt of one set of consolidated comments from Ecology staff, ESA will prepare the final deliverable. Additional revisions to deliverables could require a contract modification.
- Coordination and review with the technical staff from other agencies is expected to be primarily by email and through web-based media, rather than in-person meetings.
- County and Ecology review of draft products will be timely (30 days or less).
- Unless otherwise specified, ESA will provide deliverables in electronic format only (in the form of Word documents, PDFs, and/or GIS files).
- The County will be responsible for submitting deliverables to Ecology and or EPA in accordance with their grant agreement.
- The County will keep citizens and interested parties informed of the project status throughout update process them through regular mailings, website updates, media postings, and other means.
- The County will be responsible for demonstrating how specific work products comply with the SMP Guidelines and completing the relevant sections of the SMP submittal checklist with assistance from ESA.
- County staff will handle all logistical preparations for all public meetings, forums and workshops including, but not limited to advertising, notifying participants, securing meeting rooms, and making copies of displays/ handout materials.
- ESA's scope does not include participating in or attending meetings in WRIA 20.
- ESA will provide a brief written summary of each public/agency/advisory committee meeting that we attend/facilitate to document: discussion topics, public input, areas of agreement/disagreement, action items, and other pertinent outcomes.

¹ Includes ESA staff and project subconsultants: Kramer Consulting, Coastal Geologic Services, Carol MacIlroy and Ann Seiter.

- Throughout the project, ESA will provide guidance as to the type of input County should obtain to support the SMP update.
- ESA will have a 1 hour bi-weekly status meeting with county staff by phone during the course of the SMP update. In-person coordination meetings will occur quarterly in conjunction with other project-related travel to Clallam County.
- County staff will provide first line response to all public inquires and requests for information.
- County staff will be attend all public meetings to help inform the public and answer questions.
- ESA will assist County staff in preparing updates to the project timelines and milestones in the Clallam County Public Participation Strategy consistent with this scope of work.
- ESA will develop presentations and materials to support public meetings they attend with assistance from County staff.
- The phases described below are sequential in the order that they start but overlapping in timing and interaction with each other.

PHASE 1: VISIONING

Phase 1 involves initial public outreach and community participation for the purposes of identifying and defining a comprehensive vision for how the County's shorelines should be managed. This work will occur in accordance with County's approved SMP Public Participation Plan. By helping the community identify its long-term desires for preferred shoreline uses and allocation of waterfront lands, the visioning process will inform development of the SMP goals, policies and regulations. Phase 1 includes forums, focus groups, interaction with standing advisory committees, and outreach to tribal governments. Additional public outreach and participation activities beyond the initial visioning work will occur throughout the SMP update process in subsequent phases and tasks as described below.

Task 1.1: Regional Visioning Forums

ESA will design and facilitate (with Clallam County staff) four regional shoreline visioning public forums to help citizens and stakeholders identify and define their vision for future use of the County's shorelines. ESA will use the forums to understand people's concerns, what they see as "assets" in terms of the current shoreline management framework, and what they perceive as "threats." The regional forums will target the following geographic areas: (1) WRIA 17 (area in Clallam County) and WRIA 18 East; (2) WRIA 18 West, (3) WRIA 19 East, and (4) WRIA 19 West. Meetings will occur in early 2011 once preliminary shoreline inventory and characterization information is available. The forums will help ensure that the public is involved in creating a robust inventory and characterization and set of shoreline goals and polices that are tailored to the local community.

Task 1.2: Visioning Focus Groups

ESA will design and facilitate (with Clallam County staff) five visioning focus groups (small groups of 8-10 people) to be held in eastern and western Clallam County. Similar to the visioning forums, the objective of the visioning focus groups is to gather input from business owners, recreationists and shoreline property owners early in the update process concerning shoreline goals, priorities, uses, environmental protection, restoration, public access and other topics that directly affect them. ESA will use the focus groups to test key messages and ideas about shoreline management challenges and opportunities, to get direct feedback on what inspires action, and actively engage people in defining a successful SMP update strategy. The focus group meetings will occur prior to the regional forums and will help inform the structure and content of the regional forums.

Task 1.3: Visioning with Tribal Governments and Standing Advisory Committees

ESA will design outreach activities to support the County's visioning efforts with Peninsula tribes (Quileute, Makah, Lower Elwha Klallam, Jamestown S'Klallam, and Port Gamble S'Klallam and Treaty

Tribes with Usual and Accustomed Areas in Clallam County) and standing advisory committees and work groups involved with watershed, marine resources, restoration, and community planning. ESA's role will be to advise County staff on the best approaches for engaging these groups in a conversation about the future vision of the County's shorelines and to develop presentation tools and materials to support these conversations.

Phase 1 Assumptions:

- ESA's scope does not include actively supporting visioning meetings in WRIA 20.
- ESA will advise County staff in designing meeting schedule, discussion items, and related support materials for the purposes of gathering early and continuous input from SMP Advisory Groups throughout Phase I (Visioning) planning process.
- ESA participation in meetings with tribal and advisory groups in the visioning phase is limited to 1 staff person attending up to 4 meetings. ESA will assist with the design and facilitation of these meetings.
- ESA would work with County staff to invite focus group participants from target audiences (business, recreationists and property owners).
- County staff will encourage Planning Commission members to attend the regional forums.
- County staff is responsible for keeping meeting records as needed to demonstrate to Ecology that the SMP Public Participation plan is being implemented as intended.
- ESA will support and advise county staff on consulting with resource management agencies concerning their vision for the County's shorelines.
- ESA will attend one Planning Commission meeting to present the results of the Phase 1 work.

Phase 1 Deliverables & Target Completion Dates:

- Shoreline Visioning Report describing the visioning process and synthesizing the input gained through the forums, focus groups, and meetings with tribes and advisory groups. ESA will provide an electronic copy and one master copy suitable for copying – Apr 2011.

PHASE 2: SHORELINE INVENTORY & CHARACTERIZATION and CONSISTENCY REVIEW

The shoreline inventory and characterization and consistency review are critical tasks that support future phases of the update. These tasks include technical analyses and public outreach as described below.

Task 2.1: Shoreline Inventory and Characterization

ESA will prepare a Clallam County Shoreline Inventory and Characterization Report consistent with WAC 173-26- 201. ESA will assemble inventory data using GIS and will use GIS to analyze shoreline conditions. ESA will create an internet accessible GIS portal that enables staff, decision makers, advisory groups, Ecology and other key stakeholders to access, view at any scale desired, and interact with inventory datasets. In addition to the web-based mapping tool, ESA will provide the County with a portable GIS project (.mxd and associated files) that will include all of the relevant layers for the project. County staff will be able to use this GIS project to prepare maps, posters or graphics to support workshops, technical meetings and presentations.

The inventory will consider the following information and data to the extent that such information is pertinent and readily available:

- Shoreline and adjacent land use patterns with transportation and utility facilities, including the extent of existing structures, impervious surfaces, vegetation and shoreline modifications in shoreline jurisdiction, platted lots including undeveloped lots.
- Critical areas as defined in RCW 36.70A, the Growth Management Act.
- Degraded areas and sites with potential for ecological restoration.
- Areas of special interest, such as priority habitats, rapidly developing waterfronts, previously identified toxic or hazardous material clean-up sites, or eroding shorelines.
- Existing and potential shoreline public access sites, including public right-of-way and utility corridors.
- General location of channel migration zones, floodplains, and the floodway, to the extent they are known.
- Historical aerial photographs documenting past conditions to assist in preparing an analysis of cumulative impacts of development.
- Archaeological or historic resources in shoreline jurisdiction.
- Policies and regulations in shorelands and adjacent areas that affect shorelines, such as surface water management and land use plans and regulations, critical areas ordinances, etc.

The characterization report will:

- Present the geographic and jurisdictional context for the SMP update.
- Identify and document shorelines ecological functions and values.
- Describe issues and opportunities for shoreline protection and restoration.
- Analyze shoreline use and identify potential use conflicts to inform environment designation and allowed use decisions.
- Provide a foundation for establishing shoreline goals, environment designations, policies, and implementing regulations designed to achieve No Net Loss (NNL) of ecological shoreline functions necessary to support shoreline resources.
- Form the basis for more in-depth work on No Net Loss Indicators and use in the NNL/Cumulative Impacts Analysis Report (see Phases 3 and 4).
- Provide baseline information that will be needed for refining the list of ecological indicators and linking restoration actions to ecosystem-wide processes and specific ecological functions.
- Identify any significant data gaps that would be useful to support SMP development and implementation.

ESA's shoreline analysis will address the following three topics:

Ecosystem-wide processes:

ESA will collect and synthesize this information concerning physical and biological processes that influence freshwater and saltwater shorelines using readily available information to fulfill the Guidelines requirements and support development of policies and regulations.

Shoreline functions:

ESA will prepare a narrative with reference to maps and GIS data describing shoreline functions. The shorelines will be separated into reaches based on land use and ecological conditions. Functions that are associated with each shoreline reach will be described. ESA will consult with County staff and technical advisors to identify and delineate shoreline reaches for characterization. Specifically, this characterization will:

- Detail the physical, biological and land use components within shoreline jurisdiction; and
- Evaluate and assess shoreline ecological function based on current scientific understanding of the relationship between the conditions of ecosystem-wide processes

and functions within shoreline jurisdiction. Identify functions that are healthy; functions that are adversely impacted; and functions that may have existed and are now missing.

Shoreline uses and opportunities for public access:

ESA will assess shoreline uses and opportunities for public access as follows:

- Identify and analyze current patterns of land use and likely or projected uses in shoreline areas;
- Identify and analyze potential use conflicts and identify possible adverse impacts on ecological functions;
- Estimate future demand for shoreline space consistent with WAC 173-26-201(3)(d)(ii) requirements; and
- Identify and analyze opportunities and demand for SMA preferred uses and potential use conflicts based on current use patterns and projected trends.

Task 2.2: Consistency Report

ESA will review the County's existing SMP and shoreline management regulations (Chapter 35.01 CCC) for consistency with WAC 173-26. ESA will also interview County staff to identify strengths and weakness in the County's existing shoreline permitting process and find opportunities for improvement. Based on the review and interviews, ESA will identify gaps, overlaps, inconsistencies, and opportunities to improve clarity and comprehension of code language. ESA will provide recommendations on specific SMP provisions and standards that need to be updated in light of current SMP Guidelines.

Phase 2 Assumptions:

- ESA expects that Ecology's WRIA 18 and 19 Hydrologic Characterizations, Puget Sound Nearshore Ecosystem Restoration Project (PSNERP) geodatabase and Change Analysis, Point No Point Treaty riparian vegetation/land cover analysis, WRIA 18 and 19 Watershed Plans, and County GIS layers (e.g., public access, critical areas, zoning, etc.), and other available information will provide the basis for the characterization of ecosystem-wide processes.
- WRIA 20 inventory and characterization information is being supplied by others via a separate contract. ESA is not responsible for inventory and characterization of WRIA 20.
- ESA will attend one Planning Commission meeting to present the results of the Phase 2 work.
- County will provide Preliminary SMP Jurisdictional Layer and Map, and copies of relevant plans and studies (e.g., comprehensive plan, watershed plan, floodplain management plans, hazard mitigation plan, water quality monitoring data/reports, etc.).
- County will provide shoreline inventory GIS and related data layers including, but not limited to: critical areas, shoreline land use (including parcel based) and land cover, roads and trails, public access sites, known shoreline modifications, and historic and cultural resources.
- County will provide to ESA background information on existing restoration goals, priorities, identified projects, completed projects, and other information related to Endangered Species Act and other shoreline restoration efforts.
- The GIS web portal will be accessible to a wide network of individuals and groups involved in the SMP update process, but not fully accessible to the public at large. ESA will support the transition of the GIS datasets from the project web portal to the County's website at appropriate intervals during the update process.
- ESA will assist County staff in designing meeting schedule, discussion items, and related support materials for the purposes of gathering early and continuous input from SMP Advisory Groups throughout Phase II (Shoreline Inventory and Characterization and Consistency Review) planning process.

Phase 2 Deliverables & Target Completion Dates:

- Draft Shoreline Inventory and Characterization Report including county scale and reach scale inventory maps – Jun 2011
- Draft Consistency Review Report – Feb 2011
- Final Consistency Review Report – Jun 2011
- Final Shoreline Inventory and Characterization Report – Dec 2011

PHASE 3: PRELIMINARY SMP UPDATE ELEMENTS

The third phase of the project involves drafting policies and developing regulations to address documented threats to ecological functions so that the County can meet the requirement to achieve no net loss of shoreline ecological functions. Phase 3 is composed of four tasks.

Task 3.1: No Net Loss (NNL) Indicators

The goal of this task is to document shoreline conditions using agreed-upon ecological indicators, which can be linked to key shoreline management decisions and the restoration plan. The indicators will be identified in conjunction with the Inventory and Characterization Report (see Phase 2) and will be based on Ecology's NNL guidance and work previously funded by the National Fish and Wildlife Foundation. ESA will select indicators that facilitate analysis of shoreline conditions within the Puget Sound basin (i.e., not including WRIA 20 shorelines). ESA will consider Ecology's watershed scale characterization, pertinent channel migration zone, riparian vegetation, and other pertinent ecosystem function studies. As part of this task ESA will develop a comprehensive narrative about how the County could achieve no net loss through its SMP and associated restoration plan. The goal will be to show clear functional linkages between changes caused by future development and potential restoration.

By using the information from Phase 1 and 2, conferring with technical experts across Puget Sound, and testing ideas for no net loss with the public through focus group meetings, ESA will generate a reach scale and parcel scale assessment of existing shoreline conditions and a thorough understanding of how the County's planned land use and development will affect shoreline conditions over time. Using conceptual models ESA will link potential changes in shoreline ecology to specific SMP management decisions and tailor the policy and regulatory recommendations (in Task 3.2) to achieve the desired outcomes. The NNL work will support the development of policy and regulatory recommendations including shoreline environment designation recommendations in Phase 3.

The subtasks associated with this task can be categorized as technical subtasks and outreach subtasks as follows:

Technical subtasks:

- Defining key shoreline management/policy issues in Clallam County in consultation with County staff based on the visioning work and the preliminary results from the Phase 2 tasks.
- Refining, in consultation with advisory committees and key stakeholders, Ecology's initial list of NNL indicators to select the subset of indicators that are related to the key SMP management decisions in Clallam County.
- Mapping and documenting current shoreline conditions using ecological indicators at the river reach and nearshore drift cell scales to provide benchmarks for assessing future conditions.
- Preparing a summary of reach/drift cell-specific policy/regulatory/voluntary approaches for maintaining functions in consultation with standing advisory groups and other core stakeholders.
- Linking restoration actions to specific changes in ecological functions and establishing guidelines for identifying when/how specific restoration actions are triggered.
- Developing guidelines and templates documenting the indicators and their use in achieving NNL for use in Clallam County and other jurisdictions around Puget Sound.

Outreach subtasks:

- Participating in up to four meetings with County technical advisors and local/regional science experts to select indicators and determine issues affecting application of NNL indicators.
- Conducting four focus group meetings with shoreline property owners and business groups to test NNL approaches and obtain feedback on potential problems, utility of NNL measures, and related issues.
- Hosting one meeting with the cities of Sequim and Port Angeles to ensure framework is useful in the update of their SMPs.
- Developing outreach and educational materials for the public and other key audiences concerning NNL at key points in Phase III and future Phases IV and V.
- Presenting the results and outcomes of this task at two regional meetings to disseminate information and discuss NNL framework progress with other Puget Sound counties and cities. At least one of the regional meetings will be held in Clallam County.

Task 3.2: Preliminary Shoreline Master Program Elements

This task is designed to evaluate and develop shoreline management concepts, recommendations, and strategies consistent with the SMP Guidelines. ESA will identify areas with similar ecological conditions or uses and recommend appropriate shoreline environment designations (SEDs) that are consistent with WAC 173-26-211 environment designation criteria. The SED recommendations will be based on input from the visioning process, the shoreline inventory and analysis, the use analysis, NNL indicators and other pertinent input. ESA will prepare a written summary explaining the basis of the recommendations for County staff, Ecology and public review.

ESA will draft preliminary recommendations for updating the County's existing SMP goals, policies and regulations (including administrative provisions) consistent with the SMP Guidelines. Recommendations will be developed based on input from the visioning process, the shoreline inventory and analysis, the use analysis and other pertinent input. This includes recommendations for general goals, policies and regulations, as well as recommendations for goals, policies and regulations that are specific to each proposed environment designation, type of shoreline modification and type of use (residential, industrial, etc.).

ESA will design and facilitate four regional forums as part of this task to help citizens conceptualize and visualize the effects of update recommendation and strategies and obtain input on how well the preliminary elements mesh with the SMP vision. The forums are anticipated to occur in late-summer/fall 2011 to provide input to help guide drafting of preliminary shoreline master program elements. ESA will also design a web survey to solicit public input on key policy issues in the draft SMP.

Task 3.3: Integration Strategy Report

ESA will identify opportunities to integrate the updated SMP with the County's other regulatory programs, particularly focusing on:

- Integration between the Growth Management Act (GMA), Shoreline Management Act (SMA),
- Endangered Species Act compliance including the implications of the NMFS Biological Opinion, Federal National Flood Insurance Program,
- Washington State Department of Natural Resources requirements and standards for use of state aquatic lands
- Integration of WRIA 20 information into the SMP update.
- Other pertinent issues defined during Phases 1 and 2.

ESA will create a matrix of policies and provisions of the County land use and development policies and regulations to facilitate an analysis of conflicting and/or duplicative regulations. The analysis will identify regulatory gaps, overlaps and inconsistencies, and will recommend strategies to improve clarity, integration and comprehension of code language. It will also summarize pertinent scientific, technical and legal information to support the recommendations. The intent of this task is to improve integration of environmental policy and improve consistency and certainty in SMP implementation.

Task 3.4: Preliminary Cumulative Impacts Analysis (CIA)

ESA will prepare a report summarizing the potential cumulative effects of the SMP on shoreline ecological functions. The CIA will consider how the likely future use and development of the shoreline under the proposed SMP may impact shoreline functions and will assess the adequacy of the proposed SMP standards in preventing cumulative impacts that would result in a net loss of shoreline functions. The CIA will include reach-by-reach assessments and scenario-based impact analysis, showing how standards and restoration activities will avoid and offset expected impacts.

Phase 3 Assumptions:

- The NNL indicators work will be conducted according to the approach defined in the County grant agreement with EPA.
- NNL Indicators work will not include WRIA 20 shorelines.
- ESA will assist County staff in designing meeting schedule, discussion items, and related support materials for the purposes of gathering early and continuous input from SMP Advisory Committees throughout the Phase III (Preliminary SMP Update Elements) planning process.
- ESA will plan and attend two meetings with standing advisory committees to discuss policy issues and present the draft SMP. ESA will assist with the design and facilitation of these meetings.
- For the web survey in Tasks 3.2, ESA will develop a list of survey questions and work with County staff to make the survey available to the public. County staff will be responsible for collecting and interpreting survey responses with support from ESA.
- Draft SMP goals, policies and regulations will either be in redline/strikeout format using the existing County SMP or in a new format. The decision on which approach/format is best will be made as part of Task 3.2 and will involve County staff and ESA.
- ESA will assist County staff in soliciting input from advisory committee members and state land management agency staff on specific policy issues, including environment designations and will work with County staff to ensure that they have an opportunity to review and comment on draft products produced in Phase 3.
- The County will facilitate collaboration between ESA and ONRC concerning WRIA 20 to ensure that WRIA 20 information is incorporated appropriately into the draft SMP.
- There will be two rounds of revisions to the draft SED map in response to one consolidated set of County staff comments on the 1st Preliminary Draft SED map and secondly, in response to public/advisory committee input. After the 2nd Preliminary Draft SED Map is provided, the County will take responsibility for further edits to the SED map with guidance and support from ESA.
- ESA will attend one Planning Commission meeting to present the results of the Phase 3 work.

Phase 3 Deliverables & Target Completion Dates:

1. Refined list of ecological indicators applicable to Clallam County nearshore and freshwater systems – Jul 2011
2. Spatially explicit mapping of shoreline conditions using NNL indicators – Aug 2011
3. Memo and preliminary GIS dataset showing recommended SEDs – Sep 2011
4. Preliminary Draft goals and policies – Dec 2011
5. Preliminary Draft regulations – Feb 2012

6. Integration Strategy Report – Dec 2011
7. Preliminary Draft CIA based on reach-by-reach assessment of conditions – Mar 2012
8. Written guidance documenting NNL indicators and their use in achieving no net loss – Jun 2012
9. Educational “fact sheet” and sample maps geared toward explaining NNL to the lay public – Dec 2011

Phase 4 Final Draft SMP

Phase 4 involves preparing a shoreline restoration plan, revising the draft SMP and finalizing the CIA.

Task 4.1: Restoration Plan

ESA will prepare a report summarizing the shoreline restoration opportunities and priorities for the County, with the long-term goal of improving shoreline ecological functions. The restoration plan will describe:

- Degraded areas, impaired ecological functions, and sites with potential for ecological restoration.
- Goals and priorities for restoration of degraded areas and impaired ecological functions.
- Existing and ongoing restoration projects and programs.
- Additional projects needed to achieve restoration goals and implementation strategies, including identification of prospective funding.
- Times and benchmarks for achieving restoration goals.
- Mechanisms to ensure that restoration projects and programs will be implemented.

ESA will identify restoration priorities at the sub-basin or watershed scale using available information and make general recommendations about restoration implementation. County staff will be responsible for assembling information from various stakeholders and entities in the County on restoration programs and plans and will coordinate with advisory committee groups who can aid in completing this task. The restoration plan will include and implementation strategy with recommendations for coordination between groups doing restoration work and a list of specific prioritized restoration projects.

Task 4.2: Assemble Final SMP Draft

After receipt of comments on the Preliminary Draft SMP from County staff, Ecology, the public and other stakeholders, ESA will review the elements of the preliminary draft SMP and revise the draft goals, policies, regulations and administrative standards as necessary based on public input and input from advisory groups, County staff and Ecology. The refinements will also take into account the findings in the cumulative impacts analysis to assure that the SMP achieves no net loss of ecological functions.

ESA will assemble a complete Draft SMP. County will submit it to Ecology for review together with supporting documentation. Final SMP jurisdiction maps (digital) will be prepared by ESA. ESA will present the Final Draft SMP and associated jurisdictional maps to the public at 4 regional forums.

Task 4.3: No Net Loss Summary Report and Final CIA

ESA will prepare a report demonstrating how the SMP reflects the technical findings produced during Phases 1-3. The report will highlight the linkages between the results of the inventory and characterization, NNL assessment, use analysis, and restoration plan and the proposed SMP policies and regulations. The report will specifically describe the County’s approach for ensuring there is no net loss of shoreline ecological functions in accordance with the shoreline guidelines.

ESA will also refine the draft CIA based on any revisions to the preliminary Draft SMP in Task 4.2. The final CIA work will be integrated with the NNL summary report to meet the requirements of the SMA grant.

Phase 4 Assumptions:

- The County is responsible for revising the CIA if there are substantial changes to the draft SMP during the local adoption process that would require significant new analysis of cumulative impacts of such changes. Such further modifications to the CIA would be made by County staff with technical assistance from ESA.
- County is responsible for any final SMP formatting changes and will also track changes made to the final Draft SMP as directed by the Planning Commission and County Board.
- The County will facilitate collaboration between ESA and ONRC concerning WRIA 20 to ensure that WRIA 20 information is incorporated appropriately into the draft SMP.
- ESA will assist County staff in designing meeting schedule, discussion items, and related support materials for the purposes of gathering early and continuous input from SMP Advisory Committees throughout the Phase IV (Final Draft Shoreline Master Program Preparation) planning process.
- ESA will attend two meetings with advisory committees to obtain input comments on the draft restoration plan. ESA will assist with the design and facilitation of these meetings.
- Ecology will provide written comments on the Draft SMP prepared in Phase 3 in a timely manner so that ESA can address their comments when preparing the revised draft.

Phase 4 Deliverables & Target Completion Dates :

- Draft Shoreline Restoration Plan – Mar 2012
- Revised draft SMP – Apr 2012
- Revised CIA/ NNL Summary Report – May 2012

Phase 5 Local Adoption

Phase 5 involves local action to adopt the updated SMP including State Environmental Policy Act (SEPA) review and submittal of the locally adopted program to Ecology.

Task 5.1: SEPA Review

ESA will prepare a SEPA checklist on the updated SMP. This will include the cumulative impacts analysis as an appendix.

Task 5.2: 60-Day Notice of Intent to Adopt

NOTE: This task will be completed by the County and will not require support from ESA.

Task 5.3: Planning Commission (PC) Review

ESA will attend three meetings/work sessions with the Planning Commission to answer questions and present background information on the SMP update process and findings.

Task 5.4: Board of Commissioners (BOC) Review

ESA will attend three meetings/work sessions with Board of County Commissioners to answer questions and present background information on the SMP update process and findings.

Task 5.5: Responsiveness Summary

ESA will prepare a response to comments from the public hearing(s). County staff will compile and summarize the comments in a matrix format, and ESA will develop responses in consultation with County staff.

Task 5.6: Submit SMP to Ecology

NOTE: This task will be completed by the County and will not require support from ESA.

Task 5.7: SMP Submittal Checklist

NOTE: This task will be completed by the County and will not require support from ESA.

Phase 5 Assumptions:

- The SMP is not expected to result in significant adverse impacts.
- County staff will prepare materials and presentations to PC and BOC with advice from ESA.
- County is responsible for any final SMP formatting changes and will also track changes made to the final Draft SMP as directed by the Planning Commission and County Board.
- County will submit local adopted SMP to Ecology for review.

Phase 5 Deliverables & Target Completion Dates:

- Draft SEPA checklist – May 2012
- Responses to comments – to be determined based on hearing dates

COMPENSATION

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

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

OR

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

<i>Name/Position</i>	<i>Hourly Rate</i>
Margaret Clancy, Project Manager	\$180.00
Jim Kramer, Senior Planner (sub consultant)	\$185.00
Jim Johannessen, Senior Geologist (sub consultant)	\$150.00
Carol MacIlroy, Planner (sub consultant)	\$130.00
Reema Shakra, Planner	\$92.00
Sharese Thompson, Planner	\$91.00
Adam Merrill, Scientist	\$89.00
Ann Seiter, Scientist	\$70.00
GIS Tech <i>Michael Leech, Aaron Raymond</i>	\$123.00 - <i>Allen Bradley</i>
Admin <i>Susan Bjork, Spencer Easton</i>	\$103.00 -
Graphics <i>Julie Bayer</i>	\$95.00

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

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

In no event shall Contractor be compensated in excess of FIVE HUNDRED, NINETY NINE THOUSAND, NINE HUNDRED AND THIRTY DOLLARS (\$599,930) for the completed work set forth in Attachment "A."

2. AND

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

OR

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

OR

c. Other (specify):

GENERAL CONDITIONS

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

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

3. Delegation and Subcontracting. Contractor's services are deemed personal and no portion of this contract may be delegated or subcontracted to any other individual, firm, or entity without the express and prior written approval of the County Project Manager.
4. Independent Contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.

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

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

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

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

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

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

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

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

appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.
15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.
16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.
17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including

but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:

- (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.
- (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

20. Disputes:

- (a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive 30 days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.

In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within 15 days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

- (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.
- (c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.

22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

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

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

Name: Steve Gray
Title: Planning Manager
Address: 223 East 4th Street, Suite 5
Telephone: 360.417.2520
E-mail: sgray@co.clallam.wa.us
Fax: 360.417.2443

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

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.
26. Third Party Beneficiaries. This agreement is intended for the benefit of the County and Contractor and not for the benefit of any third parties.
27. ***Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.***
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the

person executing the Agreement on behalf of the Contractor at the address identified on the signature page.

30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 - (a) Applicable federal, state and local statutes, ordinances and regulations;
 - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
 - (c) Special Terms and Conditions (Attachment D); and
 - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

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

- With each request for payment.
- Monthly.
- Quarterly.
- Semi-annually.
- Annually.
- Project completion.
- Other (specify):

Progress reports shall include, at a minimum, the following:

Reports shall include any problems, delays, or adverse conditions that will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation. Reports shall also include recommendations for changes to the Scope of Work, if any. Payments may be withheld if reports are not submitted.

2. Insurance. The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended. The County, its appointed and elected officials, agents and employees, shall be specifically named as additional insureds in a policy with the same company which insures the Contractor or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48, as now or hereafter amended, and the following coverages shall be provided:

- COMPREHENSIVE GENERAL LIABILITY:

Bodily injury, including death.	\$1,000,000 per occurrence
Property damage	\$1,000,000 per occurrence
- ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period

Endorsement (two year tail).	\$1,000,000 per occurrence
------------------------------	----------------------------
- WORKERS COMPENSATION:

	Statutory amount
--	------------------
- AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles

Bodily injury, liability, including death	\$1,000,000 per occurrence
Property damage liability	\$1,000,000 per occurrence

If the Errors and Omissions or Professional Liability insurance obtained is an occurrence policy as opposed to a claims-made policy, the Extended Reporting Period Endorsement is not required.

Any such insurance carried by the Contractor shall be primary over any insurance carried by Clallam County and the Contractor shall ensure that such insurances is primary. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

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

The coverage limits identified herein shall not limit the potential liability of the Contractor and the Contractor's duty to defend, indemnify and hold harmless shall apply to any liability beyond the scope of insurance coverage.

- 3. Liquidated Damages. For delays in timely completion of the work to be done or missed milestones of the work in progress, the Contractor shall be assessed _____ Dollars (\$) per day as liquidated damages and not as a penalty because the County finds it impractical to calculate the actual cost of delays. Liquidated damages will not be assessed for any days for which an extension of time has been granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire project.

- 4. Other (specify):.