

Board of Trustees Regular Meeting
Thursday, July 26, 2018 5:30pm
Port Angeles Main Library
Port Angeles, WA

Public Comments

Any person or group desiring to bring an item to the attention of the Library Board may do so by addressing the Board at meetings. Individuals having comments specifically related to agenda topics should raise their hand at the appropriate point on the agenda to indicate a wish to speak. Public comments on items not on the agenda, but within the jurisdiction of the North Olympic Library System Board of Trustees, are heard at the beginning of the meeting and at the end; individuals may choose to speak at either point. When time constraints require, the Chair may limit public remarks during meetings to less than three minutes. The Board will not take action on items raised during Public Comment, but may choose to add items to a future meeting agenda. Public comments may also be sent to: Library Board of Trustees, North Olympic Library System, 2210 South Peabody Street, Port Angeles, WA 98362 or LibraryBoard@nols.org.

AGENDA

1. Call to order, roll call and introductions
2. Approval of agenda
3. Approval of minutes for regular meeting of June 28, 2018
4. Communications
5. Presentation: Technical Services Manager Erin Shield – TS Overview
6. Public comments
7. Financial report: June 2018
8. Approval of vouchers: June 2018
9. Unfinished business
None
10. New business
 - N.1. Award of contract for Port Angeles Main Library parking lot paving
 - N.2. Accounting review of expenditures for SQ Phase 2/Conceptual Planning
 - N.3. Approval of Surplus Resolution 18-07-07
11. Reports
 - R.1. Monthly statistics: June 2018
 - R.2. Monthly activity reports: June 2018
 - R.3. Customer Comments: June/July 2018

R.4. Highlight Log: June 2018

12. Public Comments

13. Trustee comments

Library Board members may ask a question for clarification, make a brief announcement or make a brief report on his or her activities. In addition, Board members may refer an item to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting concerning any NOLS matter, or direct staff to agendaize a matter of business on a future agenda.

14. Next meeting: 5:30pm, Thursday, August 23, 2018 at the Forks Branch Library

15. Agenda items for next meeting

16. Executive Session to discuss collective bargaining

17. (Action on executive session, if any. No action expected.)

18. Adjournment

“Nurturing imagination, connection, and understanding,
to improve lives and strengthen community.”

NOLS Mission Statement
Adopted 11/22/16

Upcoming NOLS Board meetings

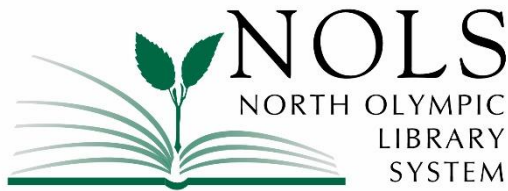
Date	Time		Location
Thursday, August 23, 2018	5:30pm	Regular meeting	Forks Branch Library
Thursday, September 27, 2018	5:30pm	Regular meeting	Sequim Branch Library
Thursday, October 25, 2018	5:30pm	Regular meeting	Port Angeles Main Library
Tuesday, November 20, 2018	5:30pm	Regular meeting	Port Angeles Main Library

North Olympic Library Foundation meetings occur on the same dates as NOLS Board meetings, at 2pm in the Administrative conference room of the Port Angeles Main Library.

Friends of the Library meetings

(Note: meeting schedules can vary; please check with Library Administration to confirm before attending)

Clallam Bay Friends of the Library	Second Tuesday of March, June, September, and December at 4pm at Clallam Bay Branch Library
Friends of the Forks Library	Varies. Check with the Forks Branch for the next date.
Port Angeles Friends of the Library	Second Tuesday of month at 10am at Port Angeles Main Library
Friends of Sequim Library	Twice annually. Third Tuesday in July, 9:30am at the Sequim Branch Library. Annual Meeting is held in January, date/location usually announced in December.



Board of Trustees Regular Meeting
Thursday, June 28, 2018, 5:30pm
Clallam Bay Branch Library
Clallam Bay, WA

MINUTES

1. Call to order, roll call and introductions

Board Chair Mark Urnes called the meeting to order at 5:30 pm. Trustees present: Mark Urnes, Jennifer Pelikan, Betty Gordon, Clea Rome, and Suzi Ure. Library staff present: Director Margaret Jakubcin, West End Manager Theresa Tetreau. Visitors present: Karolyn Burdick (CBFOL), Becky Pettigrew (Clallam County Auditor's office).

2. Approval of agenda

*Motion by Ms. Pelikan to approve agenda as presented. Motion seconded by Ms. Rome.
Motion carried.*

3. Approval of minutes for regular meeting of May 24, 2018

Motion by Ms. Gordon to approve the minutes from the May 24, 2018 meeting. Motion seconded by Ms. Rome. Motion carried.

4. Communications

5. Presentation: West End Update – Theresa Tetreau, Library Manager

6. Public comments

7. Financial report: May 2018

The financial reports for May 2018 were accepted as presented.

8. Approval of vouchers: May 2018

Motion by Ms. Gordon to approve the May 2018 vouchers, numbered #547 through #678, in the amount of \$318,289.01. Motion seconded by Ms. Pelikan. Motion carried.

9. Unfinished business None

10. New business

N.I. Election of Officers

Motion by Ms. Rome to re-elect Mr. Urnes to serve as Chair for the coming year. Motion seconded by Ms. Gordon. Motion carried.

Motion by Mr. Urnes to elect Ms. Gordon to serve as Vice Chair for the coming year. Motion seconded by Ms. Pelikan. Motion carried.

N.2. Appointment of Committees

Following discussion regarding current committee assignments and Trustee preferences, the following committee assignments were approved by consensus:

Personnel Committee: Mark Urnes and Suzi Ure

Finance Committee: Betty Gordon and Mark Urnes

Policy Committee: Clea Rome and Jennifer Pelikan

Community Relations Committee: Jennifer Pelikan and Clea Rome (liaison to NOLF)

Ad Hoc SQ project liaisons: Betty Gordon and Suzi Ure

N.3. Approval of Clallam Bay Ballot Box Use Agreement

Motion by Ms. Rome to approve the Clallam Bay Ballot Box Use Agreement with Clallam County. Motion seconded by Ms. Ure. Motion carried.

N.4. Review of Campaign Season Guidelines (informational – no action required or taken)

I I. Reports

- R.1. Monthly statistics: May 2018 Accepted as presented.
- R.2. Monthly activity reports: May 2018 Accepted as presented.
- R.3. Customer Comments: April- May 2018 Accepted as presented.
- R.4. Highlight Log: April-May 2018 Accepted as presented.
- R.5. Sequim Future Library Project Report (verbal update – no action required or taken)

I2. Public Comments

Ms. Burdick mentioned that the Clallam Bay Fun Day had taken place on July 14, and that the CBFOL appreciated NOLS facilitating the FOL book sale in the Library meeting room by adjusting branch hours to be open on Saturday.

I3. Trustee comments

Library Board members may ask a question for clarification, make a brief announcement or make a brief report on his or her activities. In addition, Board members may refer an item to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting concerning any NOLS matter, or direct staff to agendize a matter of business on a future agenda.

I4. Next meeting: 5:30pm, Thursday, July 26, 2018 at the Port Angeles Main Library

I5. Agenda items for next meeting. None noted at this time.

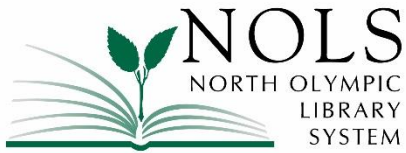
I6. Adjournment

There being no further business, the meeting was adjourned by Mr. Urnes at 6:27pm.

CERTIFIED AS TRUE AND CORRECT

Chair

Board Secretary



Staff Report

To: Library Board of Trustees
From: Financial Operations Manager, John DeFrancisco
Date: July 11, 2018
Subject: Comments on Financial Reports for June 2018

Recommendation. None. For information only.

Discussion. The Library Board asked staff to provide written comments and explanations on any areas of the monthly financial report that are out of the ordinary, or require explanation.

Revenues: The Interest earned on Investment Pool funds was \$11,848. The current interest rate for the Investment Pool is 1.7940%.

Private Grants and Donations includes \$300 from the North Olympic Library Foundation to be used for maintaining the Tiny Olympic Libraries. Thank you NOLF!

Operating Expenditures: Professional Services of \$9,860 includes a payment of \$2,950 to SHKS Architects for their contracted work on the Sequim Expansion Project. As previously noted, payments to SHKS will skew the percent expended calculation in this area (and for Operating Expenditures as a whole) for 2018, as they are being paid from the Sequim Capital Project Account (as allocated and approved by the Board in 2016), and therefore not reflected in the revenue or expenditure lines in the 2018 Operating Budget. Year-to-Date payments to SHKS total \$39,857. Not including the SHKS payments, the percentage expended for Professional Services would be 28.2% rather than 52.5%.

Communication Expenses of \$16,518 include rate increases retroactive to March from Century Link for the 20 Megabit data connection to Clallam Bay. The rate increases are for monthly charges, taxes, fees and surcharges. The amount of retroactive increase for the four month period paid in June is \$5,796. The normal monthly charge for this service has been \$892, but is now \$2,341, a monthly increase of \$1,449 or 262%! NOLS has requested credits through Century Link for the difference between the new rates and the contracted rates, but Century Link has asserted their contractual right to pass on these increases and the credits have been denied. NOLS has explored, and will soon implement lower-cost alternatives for the connection to Clallam Bay.

Account Balances: Timber Revenues of \$67,795 were received in June and added to NOLS Capital Reserve.

Payroll Account (US Bank 1301) shows expenses and reimbursements of \$196,500 for amounts paid by electronic transfers. Electronic transfers fund net payroll, taxes and PERS Retirement. Medical and Dental Insurance, Union Dues and other payroll related items are paid for by check. Total payroll and benefit expenses for June are \$244,191.

Beginning in June the Payroll Account (US Bank 1301) is also being used to electronically pay NOLS monthly Sales and Use Tax to the Department of Revenue (DOR). Paying electronically ensures proper application of NOLS monthly remittance and is the method preferred by the DOR. This tax is paid on NOLS retail sales and purchases where Washington State Sales Tax is due but not collected by the vendor. Of the \$195,000 in electronic transfers, \$457 was paid to the DOR. For more detail please see Voucher 735.



Revenue Report

June 30, 2018

Operating Revenue				6/12ths is	50.0%
	Budgeted	Current	YTD	Difference	Percent
<i>Taxes</i>	4,121,300	29,430	2,375,833	1,745,467	57.6
<i>Intergovernmental Revenues</i>	-	124	2,295	(2,295)	-
<i>Goods and Services</i>	22,300	1,567	10,866	11,434	48.7
<i>Library Fines and Fees</i>	36,900	2,587	18,401	18,499	49.9
<i>Miscellaneous Revenues</i>					
Investment Interest (net of fees)	52,200	11,848	55,442	(3,242)	106.2
Media Equipment Rentals	-	-	-	-	-
Facilities Leases (Short Term)	3,000	418	1,803	1,198	60.1
Private Grants and Donations	88,000	558	69,653	18,347	79.2
Other Miscellaneous Revenue	43,000	8	3,212	39,788	7.5
<i>Total Miscellaneous Revenues</i>	186,200	12,831	130,109	56,091	69.9
<i>Nonrevenues (excise taxes)</i>	1,870	147	1,016	854	54.4
<i>Transfers In</i>	-	-	-	-	-
Total Operating Revenue	4,368,570	46,687	2,538,521	1,830,049	58.1
Capital Revenue					
<i>Timber Revenues (received in 2018)</i>	-	67,795	100,520	-	-
Total Capital Revenue	-	67,795	100,520	-	-
Grand Total Revenues		114,482	2,639,041		



Expenditure Report

June 30, 2018

				6/12ths is	50.0%
Operating Expenditures	Budgeted	Current	Year To Date	Difference	Percent
<i>Personnel</i>					
Salaries and Wages	2,205,680	172,492	1,030,399	1,175,281	46.7
Benefits	958,150	71,698	437,721	520,429	45.7
Total Personnel	3,163,830	244,191	1,468,119	1,695,711	46.4
<i>Supplies</i>					
Supplies, Office and Operating	112,120	11,373	52,566	59,554	46.9
Fuel	4,000	486	2,671	1,329	66.8
Merchandise for resale	850	-	600	250	70.6
Collection Materials	471,973	21,431	196,937	275,036	41.7
Small Tools/Equip (<\$200)	1,750	245	470	1,280	26.9
Total Supplies	590,693	33,535	253,243	337,450	42.9
<i>Services</i>					
Professional Services	164,014	9,860	86,133	77,881	52.5
Communication	136,820	16,518	65,551	71,269	47.9
Travel	25,800	533	6,554	19,246	25.4
Taxes and Operating Assessments	2,350	-	2,239	111	95.3
Operating Rentals and Leases	165	-	501	(336)	303.9
Insurance	42,590	-	107	42,483	0.3
Public Utilities	102,065	6,779	44,811	57,254	43.9
Repair and Maintenance	107,565	1,070	23,114	84,451	21.5
Miscellaneous Services	11,565	1,021	2,784	8,781	24.1
Total Services	592,934	35,781	231,794	361,140	39.1
<i>Intergovernmental Services</i>	<i>19,243</i>	<i>-</i>	<i>33</i>	<i>19,210</i>	<i>0.2</i>
<i>Nonexpenditures (excise taxes) ⁽¹⁾</i>	<i>1,870</i>	<i>188</i>	<i>1,006</i>	<i>864</i>	<i>53.8</i>
Total Operating Expenditures	4,368,570	313,695	1,954,196	2,414,374	44.7

(1) Taxes paid for purchases which did not include tax when tax was due. For example, online purchases made by credit card.

Capital Outlays	Budgeted	Current	Year To Date	Difference	Percent
Buildings and Structures	99,400	-	35,133	64,267	35.3
Other Improvements	115,500	-	3,676	111,824	3.2
Machinery & Equipment	230,580	1,335	84,975	145,605	36.9
Construction of Capital Assets	-	-	-	-	0.0
Total Capital Outlays	445,480	1,335	123,784	321,696	27.8
Grand Total All Expenditures	4,814,050	315,030	2,077,979	2,736,071	43.2



Account Balances

June 30, 2018

	Beginning Balance	Transfers In/(Out)	Current Income	Current Expense	Ending Balance
Investments					
Washington State Local Investment Pool					
<i>Board Designated Accounts</i>	<i>Board Designated Accounts</i>				
Fiscal Emergency Reserve ⁽¹⁾	1,307,019	-	-	-	1,307,019
NOLS Capital Reserve ⁽²⁾	2,118,146	-	67,795	-	2,185,942
Operating Reserve ⁽³⁾	1,177,888	-	-	-	1,177,888
Technology Reserve ⁽⁴⁾	115,000	-	-	-	115,000
PA Capital Reserve ⁽⁵⁾	194,696	-	-	-	194,696
Sequim Capital Project Acct. ⁽⁵⁾	5,826	-	-	3,073	2,753
Capital Budget - 2018 ⁽⁵⁾	184,451	-	-	1,335	183,116
<i>Total Board Designated Accounts</i>	5,103,026	-	67,795	4,408	5,166,413
<i>Grants and Donations</i>					
NOLS Donations Fund	72,412	-	-	-	72,412
NOLS Materials Fund	14,720	-	-	102	14,619
Francis Bode Materials Fund	25,895	-	-	-	25,895
Margaret Bode Materials Fund	28,545	-	-	-	28,545
Port Angeles Donations Fund	4,249	-	326	67	4,507
Port Angeles Friends Donations	16,427	-	-	6,030	10,397
Sequim Donations Fund	46,042	-	7	-	46,049
Sequim Friends Donations	30,716	-	-	3,064	27,652
Forks Donations Fund	3,239	-	7	-	3,246
Forks Friends Donations	4,669	-	-	1,063	3,606
Clallam Bay Donations Fund	8,476	-	18	-	8,495
Clallam Bay Friends Donations	5,834	-	-	131	5,704
Roberts Grant 2018 (NOLF)	28	-	-	-	28
Williams Bequest	165,509	-	-	-	165,509
Streett Memorial Gift Fund	5,328	-	-	-	5,328
Sequim Future Library Donations	225	-	200	-	425
<i>Total Grants and Donations</i>	432,314	-	558	10,456	422,416
<i>Unclaimed Property Account</i>	2,662	-			2,662
<i>Total Designated Cash</i>	5,538,002	-	68,353	14,864	5,591,491
<i>Undesignated Cash Operating Funds</i>	2,235,754	(193,311)			2,042,443
Total WA State Local Investment Pool	7,773,756	(193,311)	68,353	14,864	7,633,935

Notes:

- (1) Reserve buffer against major economic catastrophe.
- (2) Receives timber revenues designated to fund capital improvement projects.
- (3) Reserves to balance deficit budgets.
- (4) Reserves to fund significant or unplanned technology needs.
- (5) Fund management account for designated capital projects.



Account Balances

June 30, 2018

	Beginning Balance	Transfers In/(Out)	Current Income	Current Expense	Ending Balance
Certificates of Deposit					
PA Capital Acct CD 11 (9/19 Sound Bank) ⁽⁶⁾	577,207	-	-	-	577,207
PA Capital Acct CD 12 (3/20 East West) ⁽⁶⁾	321,370	-	-	-	321,370
Francis Bode Fund CD 7 (11/19 First Fed) ⁽⁷⁾	203,253	-	-	-	203,253
Margaret Bode Fund CD 7 (11/19 First Fed) ⁽⁷⁾	219,108	-	-	-	219,108
Total Certificates of Deposit	1,320,938	-	-	-	1,320,938
Total Investments	9,094,694	(193,311)	68,353	14,864	8,954,872
Cash					
Cash Operating Funds					
Cash held by County Treasurer	60,727	(60,727)			-
Imprest Accounts					
Revolving Fund (FF 1503)	6,000	151	-	151	6,000
Payroll Account (US Bank 1301)	200	196,500	-	196,500	200
Payroll Account (FF 1004)	10	-	-	-	10
Merchant Account (FF 7401)	200	(544)	614	70	200
Branch Change Funds					
Port Angeles	145	-	-	-	145
Sequim	130	-	-	-	130
Forks	50	-	-	-	50
Clallam Bay	30	-	-	-	30
Total Branch Change Funds	355	-	-	-	355
Total Imprest Accounts	6,765	196,107	614	196,721	6,765
Total Cash	67,492	135,380	614	196,721	6,765
Total Cash and Investments	9,162,186	(57,931)	68,967	211,584	8,961,637

Notes:

(6) Legally designated as a facility maintenance reserve fund for the Port Angeles Main Library. (fully funded)

(7) Requests designated for specific use by donor.



Voucher Approval for June 2018

The undersigned Board of Trustees of the North Olympic Library System certify that merchandise or services specified have been received and that the following vouchers #679 through #803 are approved in the amount of \$315,486.59 this 26th day of July 2018.

_____ Trustee	_____ Trustee
_____ Trustee	_____ Trustee
_____ Trustee	_____ Library Director

No.	Claimant	Purpose	Amount
679	ADP Tax/Financial Services	Net Payroll (PPE 05-31-18) - EFT 559	117,480.49
680	ADP Tax/Financial Services	Payroll Tax (PPE 05-31-18) - EFT 560	39,045.09
681	ADP, LLC	Payroll Services - Payroll Services (06-08-2018) - NOLS	646.65
682	ADP, LLC	Payroll Services - Document Cloud (05-07-2018) - NOLS	47.25
683	Amazon.com	Collection Materials	710.82
684	Angeles Communications	Communications - VOIP	902.21
685	Anjo Soils	PO 681 Maintenance Supplies - SQ Woodchips - FAC	330.93
686	Baker & Taylor Entertainment	Collection Materials	198.59
687	Baker & Taylor Entertainment	Collection Materials	952.66
688	Baker & Taylor Entertainment	Collection Materials	77.32
689	Baker & Taylor Entertainment	Collection Materials	520.10
690	Baker & Taylor Information	Collection Materials	2,091.09
691	Baker & Taylor Information	Collection Materials	3,236.10
692	Baker & Taylor Information	Collection Materials and PO 713, 714, 715 Program Supplies - BOB (FOFOL, PAFOL)	5,213.20
693	Baker & Taylor Information	PO 715 Program Supplies - BOB (PAFOL)	891.24
694	Baker & Taylor Information	Collection Materials	1,413.11
695	Balch, Casey	PO 689 Repair and Maintenance - PA Hazardous Tree Removal - FAC	543.00
696	Barker, Rebecca	HW Reimbursement - FO	812.35
697	Bill's Plumbing	PO 691 Professional Services - Janitorial - Sanikan Rental - FAC	90.00
698	Boys & Girls Club Oly Pen	PO 642 Program Supplies - SQ Back to School Fair (FOSL)	30.00
699	Brodart Company	Collection Materials	132.06
700	Carruthers, John D	HW Reimbursement - SQ	795.37
701	CED Consolidated Electrical Distributors	PO 662 Maintenance Supplies - Light Fixture Ballasts - FAC	91.31
702	CENGAGE Learning	Collection Materials	83.96

No.	Claimant	Purpose	Amount
703	CENGAGE Learning	Collection Materials	512.81
704	Center Point Large Print	Collection Materials	224.70
705	CenturyLink 300511187 FO	Communications - Voice - FO	79.02
706	CenturyLink 206-T01-0277-974B	Communications - HS DATA - CB	418.27
707	CenturyLink 300561130 CB	Communications - Voice - CB	73.26
708	CenturyLink 360-681-7811 468B SQ	Communications - Voice - SQ	52.46
709	CenturyLink 407627350 CB-Data	Communications - Data - CB	5,253.58
710	CenturyLink 407627350 CB-Data	Communications - Data - CB	2,340.87
711	CenturyLink 5161XLL8S3 CB Fiber	Communications - Fiber - CB	272.85
712	CenturyLink Bus. Svcs Acct 80206626	Communications - POTS	64.90
713	CenturyLink PA 360-457-3125 933B	Communication - Fax - PA	219.08
714	City of Forks	Public Utilities - FO	104.93
715	City of Port Angeles	PO 573 Training - First Aid/AED - FAC	720.00
716	City of Port Angeles	Public Utilities - PA	4,273.61
717	City of Port Angeles/Dump	PO 670 Public Utilities - Solid Waste - Old PA Fence - Disposal Fees - FAC	72.68
718	City of Port Angeles/Orcas Avenue	Public Utilities - PA	165.27
719	City of Sequim	Public Utilities - SQ	252.98
720	Clallam Bay School	Collection Materials	35.00
721	Clallam County Public Works Dept.	Public Utilities - Sewer - CB	55.00
722	Clallam County PUD	Public Utilities - CB	374.00
723	Clallam County PUD	Public Utilities - FO	506.00
724	Clallam County PUD	Public Utilities - FO	688.00
725	Conkle Aimee	HW Reimbursement - PA	236.99
726	Co-Op Farm & Garden, The	PO 665 Maintenance Supplies - Caulk - FAC	2.44
727	Co-Op Farm & Garden, The	PO 682 Maintenance Supplies - Sink Strainer SQ - FAC	5.85
728	Co-Op Farm & Garden, The	PO 742 Maintenance Supplies - Fluorescent Light SQ - FAC	18.69
729	Cosgrove, Shannon K	HW Reimbursement - ADM	116.00
730	Cote, Mary	HW Reimbursement - SQ	1,125.00
731	DeFrancisco, John L.	HW Reimbursement - Cell Phone Reimbursement - ADM	401.46
732	Demco, Inc.	Technology Services - "Sign Up" Software Renewal - 05/18 to 04/19 - Public Use - IT	1,943.00
733	Dept. of Retirement Systems	Retirement Contributions (PPE 05-31-18) - EFT 561	33,202.09
734	Dept. of Retirement Systems	DCP Retirement 06-2018 (PPE 05-31-18) - EFT 562	6,115.00
735	Dept. of Revenue - Use/Sales Tax	May 2018 Sales and Use Tax - EFT 566	457.06
736	DM Disposal Company, Inc.	Public Utilities - PA - SQ	388.31
737	Doherty, Jennifer	HW Reimbursement - CB	293.19
738	Findaway World, LLC	Collection Materials	21.71
739	Findaway World, LLC	Collection Materials	476.38
740	Forks High School	Collection Materials	65.00
741	Glaude, Noah	Mileage Reimbursement - Training - Conference - ADM	94.32
742	Hands on Children's Museum	C22 Programming - Summer Reading Grand Opening (PAFOL)	600.00
743	Hartford Retirement Plan Solutions	MMDCP 06-2018 (PPE 05-31-18) - EFT 563	200.00

No.	Claimant	Purpose	Amount
744	Health Care Authority	HCA 06-2018 (PPE 05-31-18)	33,401.55
745	Heritage Archives	Collection Materials	290.17
746	Hi-Tech Security, Inc.	PO 676 Repair and Maintenance - FO Security Camera Repair - FAC	249.55
747	Ingram Library Services	Collection Materials	548.06
748	Ingram Library Services	Collection Materials	135.01
749	Jakubcin, Margaret	Mileage Reimbursement - Business Travel - ADM	77.76
750	Jakubcin, Margaret	Cell Phone Reimbursement - Jan-Jun 2018	120.00
751	Jim's Pharmacy	PO 701 Maintenance Supplies - Health and Safety - Bandages - FAC	10.96
752	Kavmark, Kamilla	HW Reimbursement - PA	451.00
753	Kelly, Adele	HW Reimbursement - CB	225.00
754	Knight, Jennifer	HW Reimbursement - PA	762.02
755	Lu'Becke, Jennifer	HW Reimbursement - FO	806.37
756	Midwest Tape	Collection Materials	938.20
757	Midwest Tape	Collection Materials	725.72
758	Midwest Tape	Collection Materials	1,099.00
759	North Olympic Library System	June Revolving Fund Reimbursement 01 (*Detail Below)	150.80
760	Office of the Code Reviser	Collection Materials	34.78
761	Olympic Delivery Service, Inc.	PO 657 Communication - Freight - TS	1,416.00
762	Olympic Delivery Service, Inc.	PO 724 Communication - Freight - TS	1,947.00
763	Olympic Laundry & Dry Cleaners, Inc.	PO 660 Professional Services - Laundry - FAC	132.83
764	Olympic Printers, Inc.	PO 646 Printing and Binding - Outreach Newsletter - NOLS	210.88
765	OverDrive, Inc.	Collection Materials	460.99
766	OverDrive, Inc.	Collection Materials	1,138.47
767	OverDrive, Inc.	Collection Materials	76.00
768	OverDrive, Inc.	Collection Materials	195.92
769	Pacific Office Equipment, Inc.	Copier Maintenance - All Branches	483.39
770	Port Angeles High School	Collection Materials	60.00
771	Pridgen, Deborah A	HW Reimbursement - OR	98.43
772	Quill Corporation	PO 666 Office Supplies - Sanitizer, Tape, Sponges - SQ	78.82
773	Quill Corporation	PO 707 Office Supplies - Book Tape, Post Its, Sponges - SQ	56.52
774	Rainbow Printing	PO 376 Operating Supplies - Library Card Printing - NOLS	1,442.00
775	Random House, Inc.	Collection Materials	10.87
776	Recorded Books, LLC	Collection Materials	88.94
777	Recorded Books, LLC	Collection Materials	0.61
778	Robinson, Stuart	Mileage Reimbursement - Travel - Business Travel - FO	32.70
779	Sequim Chamber of Commerce	PO 643 Membership Dues - SQ	275.00
780	Sequim High School	Collection Materials	60.00
781	SHKS Architects	PO 697 Professional Services - SQEP Conceptual Planning Payment 7 - ADM (SQ CPA)	2,950.26
782	Simply Magic LLC	C I I Programming - SRP Magic - CB, FO (PAFOL, FOSL)	1,750.00
783	Summit Law Group	PO 738 Professional Fees - Legal Services - ADM	61.00

No.	Claimant	Purpose	Amount
784	Swingle, Patti	Travel - Mileage Reimbursement - Business and Training - SQ	58.86
785	Swingle, Patti	Mileage Reimbursement - Business Travel - SQ	23.44
786	Taft, Ambur	HW Reimbursement - SQ	293.94
787	Thumm, Dexter	HW Reimbursement - IT	97.73
788	Thurman Supply	PO 702 Maintenance Supplies - Glue, Outlet Cover - FAC	6.54
789	True Value	PO 671 Maintenance Supplies - Bleach, Simple Green - FAC	16.57
790	True Value	PO 736 Maintenance Supplies - Nails, Paint Rollers - FAC	18.52
791	Unique Management Services, Inc.	Professional Services - Debt Collection	236.25
792	United Way of Clallam County	United Way Donations (PPE 05-31-18)	39.16
793	US Bank	Credit Card Services - May 2018 Charges (*Detail Below)	11,772.98
794	Verizon Wireless - HotSpot - 942071551	Communication - Internet - Hotspots	120.03
795	Voyager Fleet Systems, Inc.	Fuel - Business - Voyager Fleet Card (*Detail Below)	393.16
796	Washington State Patrol	Background Checks - NOLS	48.00
797	WCIF	Vision/Life/EAP Premiums 06-2018 (PPE 05-31-18)	1,233.59
798	WDH - Wave Business	Communication - Internet - IT	2,327.58
799	Weiss, Alisa	HW Reimbursement - SQ	115.00
800	Weiss, Alisa	HW Reimbursement - SQ	223.00
801	West Waste & Recycling	Public Utilities - FO - CB	52.30
802	WSCCCE - WPAS, Inc	Dental Premiums (PPE 05-31-18) - July Coverage	4,556.76
803	WSCCCE-Council 2, AFSCME AFL-CIO	Union Dues 06-2018 (PPE 05-31-18)	1,943.94
			315,486.59

*** Detail - NOLS Revolving Fund Account -- Voucher #759**

2044	Blanchard-Adams, Patsy	Patron Refund	75.35
2045	Carsey, Kathy	Patron Refund	22.55
2046	Theismann, Chad	Patron Refund	19.95
2047	Carlson, Deborah	Patron Refund	32.95
			150.80

*** Detail - NOLS US Bank Credit Card Purchases -- Voucher #793**

1	76 Gas Station	PO 686 Business Fuel - Nolsy Red - FAC	38.71
2	AccuCut	PO 712 Program Supplies - Die Cut Shapes (FOSL)	69.00
3	Adobe Creative Cloud	PO 695 Technology Services - Software - ADM	21.73
4	Adobe Creative Cloud	PO 617 Machinery and Equipment - Staff Software - IT	260.75
5	Adobe Creative Cloud	PO 619 Machinery and Equipment - Creative Suite - IT	260.75
6	Amazon.com	PO 615 Office Supplies - Desk Fan, USB Drives - PA	63.02
7	Amazon.com	PO 582 Program Supplies - Book Wars (PAFOL)	312.74
8	Amazon.com	PO 605 Program Supplies - HP Escape Room - FO	17.83
9	Amazon.com	PO 605 Program Supplies - HP Escape Room (FOSL)	20.00
10	Amazon.com	PO 605 Program Supplies - HP Escape Room (PAFOL)	14.36

No.	Claimant	Purpose	Amount
11	Amazon.com	PO 614 Office Supplies - Cushion, Sharpies - ADM	41.45
12	Amazon.com	PO 623 Program Supplies - HP Breakout (PAFOL)	5.64
13	Amazon.com	PO 623 Office Supplies - Lanyards - NOLS	27.60
14	Amazon.com	PO 651 Machinery and Equipment - Document Shredder - ADM	208.67
15	Amazon.com	PO 543 Maintenance Supplies - Defibrillator Pads - FAC	217.40
16	Annapolis Performance Sailing	PO 653 Maintenance Supplies - Skyhook Project (PA Donations)	59.33
17	Captain T's	PO 679 Program Supplies - Volunteer T-shirts (PAFOL)	103.43
18	Captain T's	PO 679 Program Supplies - Volunteer T-shirts (FOSL)	28.21
19	Captain T's	PO 679 Program Supplies - Volunteer T-shirts (FOFOL)	11.28
20	Costco	PO 709 Groundskeeping - Hanging Basket (FOSL)	65.26
21	Costco	PO 639 Small Tools - Staff Room Microwave - SQ	108.79
22	Costco	PO 640 Program Supplies - Open House Snacks (SQ CPA)	122.39
23	Costco	PO 668 Small Tools - Staff Room Coffee Machine - SQ	135.99
24	Costco	PO 669 Program Supplies - Art Walk Snacks (FOSL)	90.40
25	CustomInk LLC	PO 692 Program Supplies - SRP T-shirts (PAFOL)	2,318.58
26	CustomInk LLC	PO 692 Program Supplies - SRP T-shirts (FOSL)	1,218.24
27	CustomInk LLC	PO 692 Program Supplies - SRP T-shirts (FOFOL)	274.09
28	CustomInk LLC	PO 692 Program Supplies - SRP T-shirts (CBFOL)	118.89
29	Demco, Inc.	PO 525 Program Supplies - Read It or Weep Prizes (PAFOL)	40.44
30	Demco, Inc.	PO 648 Program Supplies - SRP T-shirts (FOSL)	104.18
31	Demco, Inc.	PO 647 Program Supplies - Bookmarks (FOSL)	276.60
32	Demco, Inc.	PO 719 Program Supplies - Volunteer T-shirts (FOFOL)	45.58
33	Facebook	PO 694 Advertising - Recruitment & SQ EXP - NOLS	47.53
34	Goodwill	PO 603 Program Supplies - Artblasapalooza (PAFOL)	46.55
35	Grainger	PO 677 Maintenance Supplies - HVAC Fan Belts - FAC	67.18
36	KCDA Purchasing Cooperative	PO 658 Office Supplies - PA	86.46
37	KCDA Purchasing Cooperative	PO 667 Paper Supplies - SQ	66.20
38	KCDA Purchasing Cooperative	PO 588 Office Supplies - FO	52.50
39	KCDA Purchasing Cooperative	PO 588 Paper Supplies - FO	198.16
40	Michael's Store	PO 720 Program Supplies - Circuit Map - FO	18.49
41	Namifiers	PO 613 Office Supplies - Name Tags - NOLS	53.68
42	Olive Garden	PO 622 Travel Training - Accounting Seminar - ADM	24.46
43	Open Lens	PO 656 Collection Materials	24.95
44	Pay Pal	PayPal Gateway Fees May 2018 - NOLS	59.95
45	Quill Corporation	PO 587 Toner and Ink - FO	553.30
46	Red Lion	PO 372 Travel Training - Accounting Seminar - ADM	143.19
47	Rite Aid	PO 680 Office Supplies - PA	12.69
48	Rite Aid	PO 604 Program Supplies - Artblasapalooza (PAFOL)	7.61
49	Rosenblatt, Eli	PO 644 Collection Materials	44.08
50	Safeway	PO 649 Program Supplies - Books and Bagels (PAFOL)	22.06
51	Safeway	PO 650 Program Supplies - Books and Donuts (PAFOL)	35.94

No.	Claimant	Purpose	Amount
52	Safeway	PO 586 Program Supplies - RETHink Fair Snacks (PAFOL)	21.73
53	Safeway	PO 710 Program Supplies - Family Fun Day (FOSL)	10.77
54	Safeway	PO 560 Processing Supplies - TS	12.91
55	Safeway Fuel	PO 620 Training Fuel - Accounting Seminar - FAC	30.82
56	Safeway Fuel	PO 621 Training Fuel - Accounting Seminar - FAC	23.27
57	Scholastic Library Publishing	PO 718 Program Supplies - SRP Book Prizes (FOFOL)	521.55
58	Sequim Chamber of Commerce	PO 708 Travel Business - Chamber Lunch - SQ	5.00
59	Sequim Chamber of Commerce	PO 711 Travel Business - Chamber Lunch - SQ	5.00
60	Shutterfly	PO 687 Program Supplies - Outreach Photos (PAFOL)	56.38
61	Smartsign	PO 547 Maintenance Supplies - Parking Lot Signs - FAC	60.75
62	Stamps.com	PO 631 Technology Services - TS	15.99
63	Sticker Giant	PO 652 Printing - TOL and Book Stickers - NOLS	534.89
64	Tech Soup	PO 618 Machinery and Equipment - Server Software - IT	406.00
65	U-Printing	PO 693 Program Supplies - SRP Brochures (PAFOL)	193.33
66	U-Printing	PO 693 Program Supplies - SRP Brochures (FOSL)	102.63
67	U-Printing	PO 693 Program Supplies - SRP Brochures (FOFOL)	23.17
68	U-Printing	PO 693 Program Supplies - SRP Brochures (CBFOL)	11.94
69	UPS	PO 502 Communication - Freight - TS	12.13
70	UPS	PO 576 Communication - Freight - TS	9.36
71	UPS	PO 626 Communication - Freight - TS	9.76
72	USPS	PO 544 Postage - TS	250.00
73	USPS	PO 612 Postage - TS	250.00
74	USPS	PO 625 Postage - TS	250.00
75	USPS	PO 645 Postage - TS	250.00
76	WA ST. Ferries	PO 674 Travel Training - ADM	35.60
77	WA ST. Ferries	PO 675 Business Travel - ADM	33.15
78	Walmart	PO 585 Program Supplies - RETHink Fair (PAFOL)	9.57
79	Walmart	PO 641 Program Supplies - Book Club Snacks (FOSL)	10.97
80	Washington Finance Officers Association	PO 374 Conference Fee - WFOA - ADM	350.00
			11,772.98

*** Detail - NOLS Voyager Credit Card Purchases -- Voucher #795**

81	Evergreen 76	PO 632 Business Fuel - Westy - FAC	33.24
82	Evergreen 76	PO 661 Business Fuel - Ford Van - FAC	90.00
83	Evergreen 76	PO 703 Business Fuel - Ford Van - FAC	60.00
84	Evergreen 76	PO 735 Business Fuel - Ford Van - FAC	91.45
85	Shell	PO 659 Business Fuel - Chevy Van - FAC	82.69
86	Shell	PO 690 Business Fuel - Chevy Van - FAC	56.82
87	Voyager Fleet Systems, Inc.	Federal Gas Tax Credit - June - FAC	(21.04)
			393.16

No.	Claimant	Purpose	Amount
* Detail - NOLS Electronic Fund Transfer (EFT) Payments for Payroll Services			
EFT 559	ADP Tax/Financial Services	Net Payroll (PPE 05-31-18)	117,480.49
EFT 560	ADP Tax/Financial Services	Payroll Tax (PPE 05-31-18)	39,045.09
EFT 561	Dept. of Retirement Systems	Retirement Contributions (PPE 05-31-18)	33,202.09
EFT 562	Dept. of Retirement Systems	DCP Retirement (PPE 05-31-18)	6,115.00
EFT 563	Hartford Retirement Plan Solutions	MMDCP (PPE 05-31-18)	200.00
			196,042.67

VOUCHERS BY CATEGORY FOR JUNE 2018

Category	Claimant	Purpose	Amount	Subtotal
<u>SALARIES, WAGES AND BENEFITS</u>				
679	ADP Tax/Financial Services	Net Payroll (PPE 05-31-18) - EFT 559	117,480.49	
680	ADP Tax/Financial Services	Payroll Tax (PPE 05-31-18) - EFT 560	39,045.09	
696	Barker, Rebecca	HW Reimbursement - FO	812.35	
700	Carruthers, John D	HW Reimbursement - SQ	795.37	
725	Conkle Aimee	HW Reimbursement - PA	236.99	
729	Cosgrove, Shannon K	HW Reimbursement - ADM	116.00	
730	Cote, Mary	HW Reimbursement - SQ	1,125.00	
731	DeFrancisco, John L.	HW Reimbursement - Cell Phone Reimbursement - ADM	401.46	
733	Dept. of Retirement Systems	Retirement Contributions (PPE 05-31-18) - EFT 561	33,202.09	
734	Dept. of Retirement Systems	DCP Retirement 06-2018 (PPE 05-31-18) - EFT 562	6,115.00	
737	Doherty, Jennifer	HW Reimbursement - CB	293.19	
743	Hartford Retirement Plan Solutions	MMDCP 06-2018 (PPE 05-31-18) - EFT 563	200.00	
744	Health Care Authority	HCA 06-2018 (PPE 05-31-18)	33,401.55	
750	Jakubcin, Margaret	Cell Phone Reimbursement - Jan-Jun 2018	120.00	
752	Kavmark, Kamilla	HW Reimbursement - PA	451.00	
753	Kelly, Adele	HW Reimbursement - CB	225.00	
754	Knight, Jennifer	HW Reimbursement - PA	762.02	
755	Lu'Becke, Jennifer	HW Reimbursement - FO	806.37	
771	Pridgen, Deborah A	HW Reimbursement - OR	98.43	
786	Taft, Ambur	HW Reimbursement - SQ	293.94	
787	Thumm, Dexter	HW Reimbursement - IT	97.73	
792	United Way of Clallam County	United Way Donations (PPE 05-31-18)	39.16	
797	WCIF	Vision/Life/EAP Premiums 06-2018 (PPE 05-31-18)	1,233.59	
799	Weiss, Alisa	HW Reimbursement - SQ	115.00	
800	Weiss, Alisa	HW Reimbursement - SQ	223.00	
802	WSCCCE - WPAS, Inc	Dental Premiums (PPE 05-31-18) - July Coverage	4,556.76	
803	WSCCCE-Council 2, AFSCME AFL-CIO	Union Dues 06-2018 (PPE 05-31-18)	1,943.94	244,190.52
<u>OFFICE, OPERATING AND MAINTENANCE SUPPLIES</u>				
685	Anjo Soils	PO 681 Maintenance Supplies - SQ Woodchips - FAC	330.93	
701	CED Consolidated Electrical Distributors	PO 662 Maintenance Supplies - Light Fixture Ballasts - FAC	91.31	
726	Co-Op Farm & Garden, The	PO 665 Maintenance Supplies - Caulk - FAC	2.44	
727	Co-Op Farm & Garden, The	PO 682 Maintenance Supplies - Sink Strainer SQ - FAC	5.85	
728	Co-Op Farm & Garden, The	PO 742 Maintenance Supplies - Fluorescent Light SQ - FAC	18.69	
735	Dept. of Revenue - Use/Sales Tax	May 2018 Sales and Use Tax - EFT 566	15.35	
751	Jim's Pharmacy	PO 701 Maintenance Supplies - Health and Safety - Bandages - FAC	10.96	
772	Quill Corporation	PO 666 Office Supplies - Sanitizer, Tape, Sponges - SQ	78.82	
773	Quill Corporation	PO 707 Office Supplies - Book Tape, Post Its, Sponges - SQ	56.52	
774	Rainbow Printing	PO 376 Operating Supplies - Library Card Printing - NOLS	1,442.00	
788	Thurman Supply	PO 702 Maintenance Supplies - Glue, Outlet Cover - FAC	6.54	

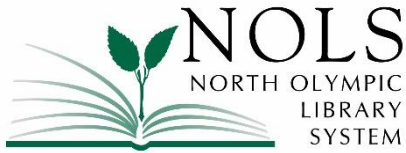
Category	Claimant	Purpose	Amount	Subtotal
789	True Value	PO 671 Maintenance Supplies - Bleach, Simple Green - FAC	16.57	
790	True Value	PO 736 Maintenance Supplies - Nails, Paint Rollers - FAC	18.52	
CC 6	Amazon.com	PO 615 Office Supplies - Desk Fan, USB Drives - PA	63.02	
CC 11	Amazon.com	PO 614 Office Supplies - Cushion, Sharpies - ADM	41.45	
CC 13	Amazon.com	PO 623 Office Supplies - Lanyards - NOLS	27.60	
CC 15	Amazon.com	PO 543 Maintenance Supplies - Defibrillator Pads - FAC	217.40	
CC 16	Annapolis Performance Sailing	PO 653 Maintenance Supplies - Skyhook Project (PA Donations)	59.33	
CC 35	Grainger	PO 677 Maintenance Supplies - HVAC Fan Belts - FAC	67.18	
CC 36	KCDA Purchasing Cooperative	PO 658 Office Supplies - PA	86.46	
CC 37	KCDA Purchasing Cooperative	PO 667 Paper Supplies - SQ	66.20	
CC 38	KCDA Purchasing Cooperative	PO 588 Office Supplies - FO	52.50	
CC 39	KCDA Purchasing Cooperative	PO 588 Paper Supplies - FO	198.16	
CC 41	Namifiers	PO 613 Office Supplies - Name Tags - NOLS	53.68	
CC 45	Quill Corporation	PO 587 Toner and Ink - FO	553.30	
CC 47	Rite Aid	PO 680 Office Supplies - PA	12.69	
CC 54	Safeway	PO 560 Processing Supplies - TS	12.91	
CC 61	Smartsign	PO 547 Maintenance Supplies - Parking Lot Signs - FAC	60.75	3,667.13
<u>PROGRAM SUPPLIES</u>				
692	Baker & Taylor Information	PO 713,714,715 Program Supplies - BOB (FOFOL, PAFOL)	487.18	
693	Baker & Taylor Information	PO 715 Program Supplies - BOB (PAFOL)	891.24	
698	Boys & Girls Club Oly Pen	PO 642 Program Supplies - SQ Back to School Fair (FOSL)	30.00	
735	Dept. of Revenue - Use/Sales Tax	May 2018 Sales and Use Tax - EFT 566	12.96	
CC 2	AccuCut	PO 712 Program Supplies - Die Cut Shapes (FOSL)	69.00	
CC 7	Amazon.com	PO 582 Program Supplies - Book Wars (PAFOL)	312.74	
CC 8	Amazon.com	PO 605 Program Supplies - HP Escape Room - FO	17.83	
CC 9	Amazon.com	PO 605 Program Supplies - HP Escape Room (FOSL)	20.00	
CC 10	Amazon.com	PO 605 Program Supplies - HP Escape Room (PAFOL)	14.36	
CC 12	Amazon.com	PO 623 Program Supplies - HP Breakout (PAFOL)	5.64	
CC 17	Captain T's	PO 679 Program Supplies - Volunteer T-shirts (PAFOL)	103.43	
CC 18	Captain T's	PO 679 Program Supplies - Volunteer T-shirts (FOSL)	28.21	
CC 19	Captain T's	PO 679 Program Supplies - Volunteer T-shirts (FOFOL)	11.28	
CC 22	Costco	PO 640 Program Supplies - Open House Snacks (SQ CPA)	122.39	
CC 24	Costco	PO 669 Program Supplies - Art Walk Snacks (FOSL)	90.40	
CC 25	CustomInk LLC	PO 692 Program Supplies - SRP T-shirts (PAFOL)	2,318.58	
CC 26	CustomInk LLC	PO 692 Program Supplies - SRP T-shirts (FOSL)	1,218.24	
CC 27	CustomInk LLC	PO 692 Program Supplies - SRP T-shirts (FOFOL)	274.09	
CC 28	CustomInk LLC	PO 692 Program Supplies - SRP T-shirts (CBFOL)	118.89	
CC 29	Demco, Inc.	PO 525 Program Supplies - Read It or Weep Prizes (PAFOL)	40.44	
CC 30	Demco, Inc.	PO 648 Program Supplies - SRP T-shirts (FOSL)	104.18	
CC 31	Demco, Inc.	PO 647 Program Supplies - Bookmarks (FOSL)	276.60	
CC 32	Demco, Inc.	PO 719 Program Supplies - Volunteer T-shirts (FOFOL)	45.58	
CC 34	Goodwill	PO 603 Program Supplies - Artblasapalooza (PAFOL)	46.55	
CC 40	Michael's Store	PO 720 Program Supplies - Circuit Map - FO	18.49	
CC 48	Rite Aid	PO 604 Program Supplies - Artblasapalooza (PAFOL)	7.61	

Category	Claimant	Purpose	Amount	Subtotal
CC 50	Safeway	PO 649 Program Supplies - Books and Bagels (PAFOL)	22.06	
CC 51	Safeway	PO 650 Program Supplies - Books and Donuts (PAFOL)	35.94	
CC 52	Safeway	PO 586 Program Supplies - RETHink Fair Snacks (PAFOL)	21.73	
CC 53	Safeway	PO 710 Program Supplies - Family Fun Day (FOSL)	10.77	
CC 57	Scholastic Library Publishing	PO 718 Program Supplies - SRP Book Prizes (FOFOL)	521.55	
CC 60	Shutterfly	PO 687 Program Supplies - Outreach Photos (PAFOL)	56.38	
CC 65	U-Printing	PO 693 Program Supplies - SRP Brochures (PAFOL)	193.33	
CC 66	U-Printing	PO 693 Program Supplies - SRP Brochures (FOSL)	102.63	
CC 67	U-Printing	PO 693 Program Supplies - SRP Brochures (FOFOL)	23.17	
CC 68	U-Printing	PO 693 Program Supplies - SRP Brochures (CBFOL)	11.94	
CC 78	Walmart	PO 585 Program Supplies - RETHink Fair (PAFOL)	9.57	
CC 79	Walmart	PO 641 Program Supplies - Book Club Snacks (FOSL)	10.97	7,705.95
<u>FUEL</u>				
CC 1	76 Gas Station	PO 686 Business Fuel - Nolsy Red - FAC	38.71	
CC 55	Safeway Fuel	PO 620 Training Fuel - Accounting Seminar - FAC	30.82	
CC 56	Safeway Fuel	PO 621 Training Fuel - Accounting Seminar - FAC	23.27	
CC 81	Evergreen 76	PO 632 Business Fuel - Westy - FAC	33.24	
CC 82	Evergreen 76	PO 661 Business Fuel - Ford Van - FAC	90.00	
CC 83	Evergreen 76	PO 703 Business Fuel - Ford Van - FAC	60.00	
CC 84	Evergreen 76	PO 735 Business Fuel - Ford Van - FAC	91.45	
CC 85	Shell	PO 659 Business Fuel - Chevy Van - FAC	82.69	
CC 86	Shell	PO 690 Business Fuel - Chevy Van - FAC	56.82	
CC 87	Voyager Fleet Systems, Inc.	Federal Gas Tax Credit - June - FAC	(21.04)	485.96
<u>COLLECTION MATERIALS</u>				
683	Amazon.com	Collection Materials	710.82	
686	Baker & Taylor Entertainment	Collection Materials	198.59	
687	Baker & Taylor Entertainment	Collection Materials	952.66	
688	Baker & Taylor Entertainment	Collection Materials	77.32	
689	Baker & Taylor Entertainment	Collection Materials	520.10	
690	Baker & Taylor Information	Collection Materials	2,091.09	
691	Baker & Taylor Information	Collection Materials	3,236.10	
692	Baker & Taylor Information	Collection Materials	4,726.02	
694	Baker & Taylor Information	Collection Materials	1,413.11	
699	Brodart Company	Collection Materials	132.06	
702	CENGAGE Learning	Collection Materials	83.96	
703	CENGAGE Learning	Collection Materials	512.81	
704	Center Point Large Print	Collection Materials	224.70	
720	Clallam Bay School	Collection Materials	35.00	
735	Dept. of Revenue - Use/Sales Tax	May 2018 Sales and Use Tax - EFT 566	22.14	
738	Findaway World, LLC	Collection Materials	21.71	
739	Findaway World, LLC	Collection Materials	476.38	
740	Forks High School	Collection Materials	65.00	
745	Heritage Archives	Collection Materials	290.17	
747	Ingram Library Services	Collection Materials	548.06	
748	Ingram Library Services	Collection Materials	135.01	
756	Midwest Tape	Collection Materials	938.20	
757	Midwest Tape	Collection Materials	725.72	

Category	Claimant	Purpose	Amount	Subtotal
758	Midwest Tape	Collection Materials	1,099.00	
760	Office of the Code Reviser	Collection Materials	34.78	
765	OverDrive, Inc.	Collection Materials	460.99	
766	OverDrive, Inc.	Collection Materials	1,138.47	
767	OverDrive, Inc.	Collection Materials	76.00	
768	OverDrive, Inc.	Collection Materials	195.92	
770	Port Angeles High School	Collection Materials	60.00	
775	Random House, Inc.	Collection Materials	10.87	
776	Recorded Books, LLC	Collection Materials	88.94	
777	Recorded Books, LLC	Collection Materials	0.61	
780	Sequim High School	Collection Materials	60.00	
CC 43	Open Lens	PO 656 Collection Materials	24.95	
CC 49	Rosenblatt, Eli	PO 644 Collection Materials	44.08	21,431.34
<u>SMALL TOOLS AND MINOR EQUIPMENT</u>				
CC 21	Costco	PO 639 Small Tools - Staff Room Microwave - SQ	108.79	
CC 23	Costco	PO 668 Small Tools - Staff Room Coffee Machine - SQ	135.99	244.78
<u>PROGRAMMING, PROFESSIONAL SERVICES, OTHER SERVICES AND CHARGES</u>				
681	ADP, LLC	Payroll Services - Payroll Services (06-08-2018) - NOLS	646.65	
682	ADP, LLC	Payroll Services - Document Cloud (05-07-2018) - NOLS	47.25	
697	Bill's Plumbing	PO 691 Professional Services - Janitorial - Sanikan Rental - FAC	90.00	
715	City of Port Angeles	PO 573 Training - First Aid/AED - FAC	720.00	
732	Demco, Inc.	Technology Services - "Sign Up" Software Renewal - 05/18 to 04/19 - Public Use - IT	1,943.00	
735	Dept. of Revenue - Use/Sales Tax	May 2018 Sales and Use Tax - EFT 566	19.58	
742	Hands on Children's Museum	C22 Programming - Summer Reading Grand Opening (PAFOL)	600.00	
763	Olympic Laundry & Dry Cleaners, Inc.	PO 660 Professional Services - Laundry - FAC	132.83	
781	SHKS Architects	PO 697 Professional Services - SQEP Conceptual Planning Payment 7 - ADM (SQ CPA)	2,950.26	
782	Simply Magic LLC	C11 Programming - SRP Magic - CB, FO (PAFOL, FOSL)	1,750.00	
783	Summit Law Group	PO 738 Professional Fees - Legal Services - ADM	61.00	
791	Unique Management Services, Inc.	Professional Services - Debt Collection	236.25	
796	Washington State Patrol	Background Checks - NOLS	48.00	
CC 3	Adobe Creative Cloud	PO 695 Technology Services - Software - ADM	21.73	
CC 33	Facebook	PO 694 Advertising - Recruitment & SQ EXP - NOLS	47.53	
CC 44	Pay Pal	PayPal Gateway Fees May 2018 - NOLS	59.95	
CC 62	Stamps.com	PO 631 Technology Services - TS	15.99	
CC 80	Washington Finance Officers Association	PO 374 Conference Fee - WFOA - ADM	350.00	9,740.02
<u>COMMUNICATIONS</u>				
684	Angeles Communications	Communications - VOIP	902.21	
705	CenturyLink 300511187 FO	Communications - Voice - FO	79.02	
706	CenturyLink 206-T01-0277-974B	Communications - HS DATA - CB	418.27	
707	CenturyLink 300561130 CB	Communications - Voice - CB	73.26	
708	CenturyLink 360-681-7811 468B SQ	Communications - Voice - SQ	52.46	
709	CenturyLink 407627350 CB-Data	Communications - Data - CB	5,253.58	
710	CenturyLink 407627350 CB-Data	Communications - Data - CB	2,340.87	

Category	Claimant	Purpose	Amount	Subtotal
711	CenturyLink 5161XLL8S3 CB Fiber	Communications - Fiber - CB	272.85	
712	CenturyLink Bus. Svcs Acct 80206626	Communications - POTS	64.90	
713	CenturyLink PA 360-457-3125 933B	Communication - Fax - PA	219.08	
761	Olympic Delivery Service, Inc.	PO 657 Communication - Freight - TS	1,416.00	
762	Olympic Delivery Service, Inc.	PO 724 Communication - Freight - TS	1,947.00	
794	Verizon Wireless - HotSpot - 942071551	Communication - Internet - Hotspots	120.03	
798	WDH - Wave Business	Communication - Internet - IT	2,327.58	
CC 69	UPS	PO 502 Communication - Freight - TS	12.13	
CC 70	UPS	PO 576 Communication - Freight - TS	9.36	
CC 71	UPS	PO 626 Communication - Freight - TS	9.76	
CC 72	USPS	PO 544 Postage - TS	250.00	
CC 73	USPS	PO 612 Postage - TS	250.00	
CC 74	USPS	PO 625 Postage - TS	250.00	
CC 75	USPS	PO 645 Postage - TS	250.00	16,518.36
<u>TRAVEL</u>				
741	Glaude, Noah	Mileage Reimbursement - Training - Conference - ADM	94.32	
749	Jakubcin, Margaret	Mileage Reimbursement - Business Travel - ADM	77.76	
778	Robinson, Stuart	Mileage Reimbursement - Business Travel - FO	32.70	
784	Swingle, Patti	Mileage Reimbursement - Business and Training - SQ	58.86	
785	Swingle, Patti	Mileage Reimbursement - Business Travel - SQ	23.44	
CC 42	Olive Garden	PO 622 Travel Training - Accounting Seminar - ADM	24.46	
CC 46	Red Lion	PO 372 Travel Training - Accounting Seminar - ADM	143.19	
CC 58	Sequim Chamber of Commerce	PO 708 Travel Business - Chamber Lunch - SQ	5.00	
CC 59	Sequim Chamber of Commerce	PO 711 Travel Business - Chamber Lunch - SQ	5.00	
CC 76	WA ST. Ferries	PO 674 Travel Training - ADM	35.60	
CC 77	WA ST. Ferries	PO 675 Business Travel - ADM	33.15	533.48
<u>UTILITIES</u>				
714	City of Forks	Public Utilities - FO	104.93	
716	City of Port Angeles	Public Utilities - PA	4,273.61	
717	City of Port Angeles/Dump	PO 670 Public Utilities - Solid Waste - Old PA Fence - Disposal Fees - FAC	72.68	
718	City of Port Angeles/Orcas Avenue	Public Utilities - PA	165.27	
719	City of Sequim	Public Utilities - SQ	252.98	
721	Clallam County Public Works Dept.	Public Utilities - Sewer - CB	55.00	
722	Clallam County PUD	Public Utilities - CB	374.00	
723	Clallam County PUD	Public Utilities - FO	506.00	
724	Clallam County PUD	Public Utilities - FO	688.00	
736	DM Disposal Company, Inc.	Public Utilities - PA - SQ	388.31	
801	West Waste & Recycling	Public Utilities - FO - CB	52.30	6,933.08
<u>REPAIR AND MAINTENANCE</u>				
695	Balch, Casey	PO 689 Repair and Maintenance - PA Hazardous Tree Removal - FAC	543.00	
746	Hi-Tech Security, Inc.	PO 676 Repair and Maintenance - FO Security Camera Repair - FAC	249.55	
769	Pacific Office Equipment, Inc.	Copier Maintenance - All Branches	483.39	
CC 20	Costco	PO 709 Groundskeeping - Hanging Basket (FOSL)	65.26	1,341.20
<u>MISCELLANEOUS SERVICES</u>				

Category	Claimant	Purpose	Amount	Subtotal
764	Olympic Printers, Inc.	PO 646 Printing - Outreach Newsletter - NOLS	210.88	
779	Sequim Chamber of Commerce	PO 643 Membership Dues - SQ	275.00	
CC 63	Sticker Giant	PO 652 Printing - TOL and Book Stickers - NOLS	534.89	1,020.77
<u>MACHINERY AND EQUIPMENT</u>				
735	Dept. of Revenue - Use/Sales Tax	May 2018 Sales and Use Tax - EFT 566	198.75	
CC 4	Adobe Creative Cloud	PO 617 Machinery and Equipment - Staff Software - IT	260.75	
CC 5	Adobe Creative Cloud	PO 619 Machinery and Equipment - Creative Suite - IT	260.75	
CC 14	Amazon.com	PO 651 Machinery and Equipment - Document Shredder - ADM	208.67	
CC 64	Tech Soup	PO 618 Machinery and Equipment - Server Software - IT	406.00	1,334.92
<u>SALES TAX</u>				
735	Dept. of Revenue - Use/Sales Tax	May 2018 Sales and Use Tax - EFT 566	188.28	188.28
<u>FINES AND FEES, PATRON REFUNDS</u>				
CK 2044	Blanchard-Adams, Patsy	Patron Refund	75.35	
CK 2045	Carsey, Kathy	Patron Refund	22.55	
CK 2046	Theismann, Chad	Patron Refund	19.95	
CK 2047	Carlson, Deborah	Patron Refund	32.95	150.80
			315,486.59	315,486.59



Staff Report

Meeting Date: July 26, 2018
To: Library Board of Trustees
From: Brian Phillips, Facilities Manager
Subject: Port Angeles Library – Parking Lot Repaving Contract

Attachments: Copy of proposed contract with Vet Industrial

Topic/Issue. Award of contract to repave a section of the Port Angeles Library parking lot.

Policy considerations. NOLS Purchasing Policy 5.5 states that approval of the Library Board of Trustees is required for all contracts valued at \$25,000 or more in a single calendar year.

Procurement of paving services by NOLS was carried out in accordance with applicable WA State laws and NOLS policy. Bids to repave the lot were submitted to NOLS' planning/design contractor, Zenovic and Associates, on July 7, 2018. Pending NOLS Board approval, work to perform paving services will be awarded to Vet Industrial, of Bremerton, Washington, the lowest responsible bidder. The contract has been reviewed by legal counsel.

This project represents appropriate use of PA Capital Reserve (PACR) funds, as defined and designated by the Board under the Fiscal Management Policy 5.15. The Board approved the necessary transfer of funds from the PACR account to the 2018 Capital Budget fund as part of the Capital budgeting process in January 2018.

Fiscal considerations. The NOLS 2018 Capital Budget includes \$85,000 from the PA Capital Replacement Account designated for the purchase of parking lot repaving services at the Port Angeles Library. Funds budgeted for this project cover planning and documentation as well as construction costs; some expenditures have already been made in 2018 to pay for plans and documentation. With bids now in, it is known that total costs for this project will somewhat exceed the budgeted \$85,000, but the overage is readily recoverable within the Capital Budget, due to underspending in other designated capital project lines.

The expenditures-to-date have impacted the project budget as shown below.

Project Budget	\$	85,000
Plans and Documentation	\$	- 5,615
Balance	\$	79,385

Of the amount set aside for the project, \$79,385 are currently available to fund the project. However, the proposed contract under consideration (the lowest bid) to repave the lot is for an amount totaling \$85,286 including tax. This amount will impact the total project cost as follows.

Expended cost – Plans and Documentation	\$	5,615
Proposed cost – Construction	\$	85,286
Total Project Cost	\$	90,901

The result is an expenditure \$5,901 over-budget, as shown here.

Project Budget	\$	85,000
Project Cost	\$	90,901
Return on Budget	\$	(5,901)

The table below shows items approved in the 2018 Capital Budget to be paid for from the PA Capital Replacement Account. For at least one item, the carpeting project, budget estimates exceeded actual project costs. The underspent return on budget from the carpet project leaves adequate funds available to cover the cost overrun of the paving project.

Item	Budget	Cost	Remainder
Paving	\$ 85,000	\$ 90,901	\$ (5,901)
Carpeting	35,000	28,272	6,728
Lighting improvements	50,000	50,000	0
Parking lot sealing and striping	5,000	5,000	0
Totals	\$ 175,000	\$ 174,173	\$ 827

Discussion. The portion of the lot to be paved is in a poor condition that is rapidly worsening. There are extensive cracks and potholes in the asphalt surface which pose safety risks. Resealing, restriping and other maintenance activities are very difficult or impossible to properly perform due to the crumbling surface of the asphalt. Repaving is needed to bring the lot to a safe and maintainable condition.

The lot to be repaved is owned by Holy Trinity Lutheran Church (HTLC) and has been leased by NOLS from Feb 12, 1996 to the present. The lease agreement expressly states that NOLS is solely responsible for the maintenance and repair of the lot, including repaving. In accordance with the lease agreement, responsibility for the financial cost as well as oversight of the repaving work falls to NOLS. HTLC has approved NOLS plans to repave the lot and is coordinating with NOLS staff on the project schedule.

Port Angeles-based engineering firm Zenovic and Associates was hired by NOLS in 2017 to help define the scope of the work needed and to develop a budget for the project. Zenovic and Associates was again hired in 2018 to complete construction plans for the work to be done, to acquire necessary building permits, and to assist NOLS in procuring services needed to carry out the work.

Procurement of paving services by NOLS was carried out in accordance with applicable WA State laws and NOLS policy. Bids to repave the lot were submitted to Zenovic and Associates July 7, 2018. Pending NOLS Library Board of Trustees approval, work to perform paving services will be awarded to Bremerton, WA, based Vet Industrial, the lowest responsible bidder.

If approved, repaving work will take place in late summer 2018.

Alternatives considered. The Board may request additional information prior to approving this contract; delay in awarding the contract will impact the 2018 work schedule.

Motion: That the Board authorize award of contract for paving services to be conducted at the Port Angeles Main Library, to *Vet Industrial* of Bremerton, WA, and authorize staff to execute the contract documents.

**AGREEMENT
BETWEEN
NORTH OLYMPIC LIBRARY SYSTEM
AND
CONTRACTOR**

This AGREEMENT is made as of the ____ day of ____, 2018, between the North Olympic Library System (NOLS), 2210 South Peabody Street, Port Angeles, WA 98362, and the Contractor:

VET INDUSTRIAL, INC.
1234 Charleston Beach Road, Suite B
Bremerton, WA 98312

*Washington State Contractors License No: VETINII941JF
UBI Number: 602 601 521
W-9 Tax Identification Number (TIN):*

A general description of the Project is:

Repair of asphalt parking lot at Port Angeles Library, 2210 South Peabody Street, Port Angeles, WA including removal and replacement of failed pavement and associated fine grading, curb installation and stormwater improvements

The Architect/Engineer ("A/E"), if any, is:

Zenovic & Associates, Inc.
301 East 6th Street, Suite #1
Port Angeles, WA 98362
360-417-0501

NOLS and Contractor agree as set forth below.

**ARTICLE 1
THE WORK**

1.1 The Contractor shall fully execute and complete the entire Work described in the Contract Documents.

**ARTICLE 2
DATES OF COMMENCEMENT AND SUBSTANTIAL
AND FINAL COMPLETION**

2.1 The date of commencement of the Work (the date from which the Contract Time is measured) shall be the date established in a notice to proceed issued by NOLS, unless a different date is stated below:

2.2 The Contractor shall achieve Substantial Completion of the Project no later than August 24th, 2018, and Final Completion fifteen (15) days thereafter, subject to adjustments of the Contract Time as provided in the Contract Documents.

2.3 Liquidated damages shall be \$200 per day for each calendar day after the Contract Time that Substantial Completion is not attained.

ARTICLE 3 **CONTRACT SUM**

3.1 NOLS shall pay the Contractor for the Contractor's performance of the Contract the Contract Sum of Seventy Eight Thousand Four Hundred Sixty and 00/100 Dollars (\$78,460.00), subject to additions and deductions as provided in the Contract Documents. Sales tax is not included and shall be added to the portions of the Contract Sum subject to retail sales tax.

3.2 The Contract Sum is based upon and includes the following alternates, if any, which are described in the Contract Documents and are hereby accepted by NOLS:

3.3 Unit prices, if any, are as follows:

3.4 Allowances, if any, are as follows:

ARTICLE 4 **PAYMENT**

4.1 NOLS will make payments to the Contractor as provided below and elsewhere in the Contract Documents based upon Application(s) for Payment submitted by the Contractor. NOLS will make progress payments on account of the Contract Sum per Article 15. NOLS will make final payment, constituting the entire unpaid balance of the Contract Sum except statutory retainage, to the Contractor when the Work has achieved Final Completion, the Agreement has been fully performed, and the NOLS's Board of Directors has accepted the Work. The retainage shall be paid pursuant to RCW 60.28 and the Contract Documents.

4.2 Payments due and unpaid under the Agreement shall bear interest as specified by RCW 39.76, not to exceed the Bank of America prime rate plus 2%.

ARTICLE 5 **PERMITS AND FEES**

5.1 NOLS will secure and pay road approach and all other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the construction of the Work, not including without limitation all subcontractor permits.

5.2 NOLS shall secure and pay for necessary approvals, easements, assessments and charges required for the use or occupancy of permanent structures or permanent changes in existing facilities.

ARTICLE 6
PROPERTY INSURANCE AND BONDS

6.1 NOLS shall insure the property in the amount of its insurable replacement cost, including additions and alterations, against “all risks” of physical loss, with typical policy exclusions. A copy of the policy is available to the Contractor upon request. The policies shall inure to the benefit of NOLS only. The Contractor is at risk for all material and equipment not a permanent part of the structure. The Contractor shall be responsible for securing property insurance for its own equipment. The Contractor's other insurance requirements are described in Article 17.

6.2 Upon the occurrence of an insured loss, NLOS shall have the power to adjust and settle any loss with the insurers.

6.3 For projects with a Contract Sum exceeding \$35,000 a payment and performance bond is required; see Section 17.4.1. For projects with a Contract Sum of \$35,000 or less, the Contractor has the option to waive Section 17.4.1, not provide the bonds, and instead have the NOLS retain fifty percent of the Contract Sum for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later. If the Contractor is choosing the 50% retainage option in lieu of the bonds, the Contractor shall sign here: _____.

ARTICLE 7
ENUMERATION OF CONTRACT DOCUMENTS

The Contract Documents are enumerated as follows, except for modifications issued after execution of this Agreement:

7.1 This executed Agreement between the NOLS and Contractor, including the attached General Conditions.

7.2 Any Supplementary and other Conditions of the Agreement.

7.3 The Specifications as follows:

<u>Section</u>	<u>Title</u>	<u>Pages</u>
Exhibit "A"		5-7

7.4 The Drawings as follows:

<u>Number</u>	<u>Title</u>	<u>Date</u>
C0	Site Plan	4/18/18
C1	Demo/TESC Plan	4/18/18
C2	TESC Details	4/18/18
C3	Site Plan	4/18/18
C4	Site Details	4/18/18

7.5 The Addenda (if any) as follows:

Number

Date

Pages

7.6 Any other documents forming part of the Contract Documents and listed below:

Department of Labor & Industries Prevailing Wage Rates.

This Agreement entered into as of the day and year first written above.

NORTH OLYMPIC LIBRARY SYSTEM

CONTRACTOR

By _____
(Signature)

By _____
(Signature)

(Printed name and title)

(Printed name and title)

EXHIBIT "A"

I) Scope of Work

The work on this project will be done on a Fixed Fee basis based on the materials set forth in Exhibit A. Additional quantities as necessary to complete work outside the scope shown on the plans (including any change orders) will be negotiated on a case by case basis. The work to be performed includes asphalt and concrete demolition and removal, installation of concrete curb and gutter, installation of asphalt pavement, installation of stormwater conveyance facilities, and minor site re-grading. Temporary erosion and sediment control measures shall be installed and maintained during the life of the project. All work shall be in accordance with the contract drawings and all requirements of the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, current edition. In case of conflict between any of the requirements set forth in the aforementioned documents, the following priority list shall be used:

Project Specifications
Project Plans
Standard Specifications

II) Project Specifications

a) Materials

The following materials shall be used on this project. The Contractor will be responsible for supplying and installing these materials.

1) Gravel Backfill for Pipe Zone bedding

Gravel backfill for pipe bedding shall consist of crushed, processed or naturally occurring granular material, and shall meet gradation standards from Section 9-03.12(3) of the WSDOT Standard Specifications. The material shall be free of clay and organic material. It shall have such characteristics of size and shape that it will compact readily.

2) Crushed Surfacing Top Course (CSTC)

CSTC shall consist of crushed, processed or naturally occurring granular material, and shall meet gradation standards from Section 9-03.9(3) of the WSDOT Standard Specifications. The material shall be free of clay and organic material. It shall have such characteristics of size and shape that it will compact readily.

3) Hot Mix Asphalt

Hot mix asphalt concrete pavements shall be HMA Cl. ½" PG 64-22 and shall conform to Section 5-04.3 of the WSDOT Standard Specifications.

4) Cement Concrete

Concrete for curbing shall be air entrained Class 3000 or commercial concrete with a minimum compressive strength of 3000 psi at 28 days and conform to Section 8-04.3 of the WSDOT Standard Specifications.

5) Tack Coat/Joints

All joints of asphalt concrete pavement shall be sealed with asphalt cement. The asphalt paint binder, or tack coat, shall conform in all respects to Section 5-04 of the WSDOT Standard Specifications. After pavement is in place, all joints shall be sealed with hot asphalt cement. Tack coat shall be required when new Asphalt Concrete Pavement is placed on, or abutting, existing asphalt. It shall be CSS-1, as specified in Section 9-02.1(6) of the WSDOT Standard Specifications.

6) Inlet Protection

Inlet Protection is to be installed at the locations shown and in accordance with the project plans and shall conform to Section 8-01.3(9)D of the WSDOT Standard Specifications. Inlet protection shall remain in place until construction is complete and all disturbed areas have been stabilized.

7) Type 1P Catch Basin

Type 1P Catch Basins to conform to WSDOT Standard Plan B-5.60-02 and to be installed in accordance with Section 7-05.3 of the WSDOT Standard Specifications.

8) HDPE Pipe

HDPE pipe and fittings shall be dual wall corrugated polyethylene pipe conforming to Section 9-05.20 of the WSDOT Standard Specifications.

b) Workmanship

All work shall be done by craftsmen familiar with the methods, procedures, and equipment needed to complete the project. Work shall proceed continually from start until completion. The Contractor shall provide to the Owner a construction schedule with his Bid Proposal. All work shall conform to the applicable sections of the Standard Specifications, current edition. The Contractor shall supply all tools necessary to complete the work.

c) Cleanup and Closeout

At the conclusion of construction and upon final approval of the work by the Owner, the Contractor shall remove all unused materials from the construction area and return such materials to the Owner's staging area. All of the Contractor's equipment, tools, supplies, and any debris shall be removed from the project site. The Contractor shall return the site to its pre-construction condition to the satisfaction of the Owner.

GENERAL CONDITIONS

ARTICLE 8 THE CONTRACT DOCUMENTS

8.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one is as binding as if required by all. Performance by the Contractor is required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

8.2 The Contract Documents shall not be construed to create a contractual relationship of any kind between NOLS and a Subcontractor of any tier or between any persons or entities other than NOLS and Contractor.

8.3 The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

8.4 The term "A/E" means the entity listed as such on the first page of this Agreement, if any. The A/E may be an architect, engineering or similar company, or consultant, and is not necessarily a licensed architect or engineer. If "None" or "N/A" is listed for the A/E, then NOLS or its designated representative will perform all of the functions of the A/E described herein. The A/E is not an agent of NOLS, and is not authorized to speak on behalf of or bind the NOLS.

8.5 The Contractor's execution of the Agreement is a representation and acknowledgement that the Contractor has visited the site and become familiar with the local conditions under which the Work is to be performed, that the Contract Sum is reasonable compensation for all the Work, and that the Contract Time is adequate for the performance of the Work. The Contractor's execution of the Agreement is a further representation and acknowledgement that the Contractor has carefully checked and verified all pertinent figures and examined the Contract Documents and the Project site, including any existing structures, and that it has satisfied itself as to the nature, location, character, quality and quantity of the Work, the labor, materials, equipment, goods, supplies, work, services and other items to be furnished, and all other requirements of the Contract Documents, as well as the surface conditions and other matters that may be encountered at the Project site or affect performance of the Work or the cost or difficulty thereof.

ARTICLE 9 ADMINISTRATION OF THE AGREEMENT

9.1 NOLS, with assistance from the A/E, will provide administration of the Agreement. NOLS must approve in writing all changes in the Contract Sum or Time and all

Change Orders, Construction Change Directives, and payments to the Contractor.

9.2 Neither any representative of NOLS nor the A/E is authorized to revoke, alter, enlarge, relax or release any requirements of the Contract Documents, nor to approve or accept any portion of the Work whether or not executed in accordance with, nor to issue instructions contrary to the Contract Documents, except through an executed Change Order.

9.3 NOLS or the A/E may disapprove, condemn or reject work when, in its opinion, the Work does not conform to the Contract Documents. NOLS or the A/E may require special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work is then fabricated, installed or completed.

9.4 NOLS or the A/E may call, schedule and conduct job meetings, which the Contractor and representatives of its Subcontractors shall attend, to discuss such matters as procedures, progress, problems and scheduling.

9.5 NOLS and the A/E may visit the site at intervals each considers appropriate to the stage of the Work to become generally familiar with the progress and quality of the completed Work. However, neither will be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

ARTICLE 10 THE CONTRACTOR

10.1 The Contractor shall perform, supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, personnel, and procedures, for safety, and for coordinating all portions of the Work under the Agreement. The Contractor shall be an independent contractor in the performance of the Work and shall have complete control over and responsibility for all personnel performing the Work. The Contractor is not authorized to enter into any agreements or undertakings for or on behalf of NOLS or to act as or be an agent or employee of NOLS.

10.2 The Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, disposal, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

10.3 Workers. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in

tasks assigned to them. The Contractor shall be responsible to NOLS for the acts and omissions of the Contractor's employees, Subcontractors of any tier and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor. At no change to the Contract Sum or Contract Time, NOLS may provide written notice requiring the Contractor to remove from the Work any employee or other person carrying out the Work that NOLS considers objectionable. If the Work is being performed at a site in active use or where there is a likelihood of contact with children, a person shall be unfit and removed from the site if he or she has pled guilty to or has been convicted of any felony crime involving the physical injury or death of a child (RCW 9A.32 or RCW 9A.36 but not RCW 46.61—motor vehicle violation), the physical neglect of a child (RCW 9A.42), sexual offenses against a minor (RCW 9A.44), sexual exploitation of a child (RCW 9.68A), the sale or purchase of a minor child (RCW 9A.64.030), promoting prostitution of a child (RCW 9A.88), or violation of similar laws of another jurisdiction. Failure to comply with this section shall be grounds for the immediate termination of this Agreement.

10.4 Warranty. The Contractor warrants that materials and equipment furnished under the Agreement will be of good quality and new, that the Work will be performed in a workmanlike manner, free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions or deviations from the drawings or specifications not properly approved and authorized, is defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

10.5 Taxes and Fees. The Contractor shall pay sales, consumer, use, B & O, and other similar taxes that are legally enacted when bids are received, whether or not yet effective or merely scheduled to go into effect.

10.6 Legal Compliance. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Contractor shall promptly notify NOLS and A/E in writing if the Contractor observes the Drawings and Specifications to be at variance with them.

10.7 Submittals. The Contractor shall review, approve and submit to NOLS or A/E with reasonable promptness Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. The Work shall be in accordance with approved submittals.

10.8 Progress Schedule. Within *seven days* of execution of this Agreement, the Contractor shall submit a preliminary schedule of the Work to NOLS. Failure to do so shall constitute a material breach of the Contract and a material breach of the conditions of the bid bond. Within *twenty-one days* after execution of the Agreement, and before any progress

payment need be made, the Contractor, after consultations with its Subcontractors, shall submit a Progress Schedule to NOLS. Neither NOLS nor the A/E will, however, be required to review or approve the substance or sequence of the Progress Schedule, which are the Contractor's sole responsibility. The Contractor will be responsible for planning, scheduling, managing, and reporting the progress of the Work in accordance with all of the specific methods and submittals described in the Contract Documents. The Contractor shall use the Contract Schedule to plan, coordinate, and prosecute the Work in an orderly and expeditious manner.

10.9 Clean-Up. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. Upon completion of Work or at NOLS' request, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. If the Contractor fails to do so, NOLS may do so and charge to the Contractor all costs incurred.

10.10 Access. The Contractor shall provide NOLS and the A/E access to the Work wherever located.

10.11 Royalties and Patents. The Contractor shall pay all royalties and license fees, shall defend suits or claims for infringement of patent rights and shall hold NOLS and the A/E harmless from loss on account thereof, unless the Contract Documents require the particular infringing design, process or product of a particular manufacturer or manufacturers.

10.12 Indemnification. Subject to the following conditions and to the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless NOLS and A/E and their respective agents, employees, consultants, successors and assigns ("Indemnified Parties") from and against all claims, damages, losses and expenses, direct and indirect, or consequential, including but not limited to costs and attorneys' fees incurred on such claims and in proving the right to indemnification, arising out of or resulting from performance of the Work, any act or omission of the Contractor, its agents, any of its Subcontractors of any tier, and anyone directly or indirectly employed by the Contractor or Subcontractors of any tier ("Indemnitor"). The Contractor will fully indemnify the Indemnified Parties for the sole negligence of the Indemnitor. The Contractor will indemnify the Indemnified Parties for the concurrent negligence of the Indemnitor to the extent of the Indemnitor's negligence. The Contractor agrees to being added by NOLS as a party to any mediation, arbitration, or litigation with third parties in which NOLS alleges indemnification or contribution from an Indemnitor. The Contractor agrees that all of its Subcontractors of any tier will, in the subcontracts, similarly stipulate; in the event any does not, the Contractor shall be liable in place of such Subcontractor(s). To the extent a court or arbitrator strikes any portion of this indemnification provision for any reason, all remaining provisions shall retain their vitality and effect. In claims against any person or entity indemnified under this Section 10.12 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification

obligation under this Section 10.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. After mutual negotiation of the parties, the Contractor waives immunity as to NOLS, the A/E and their consultants only under Title 51 RCW, "Industrial Insurance." IF THE CONTRACTOR DOES NOT AGREE WITH THIS WAIVER, IT MUST PROVIDE A WRITTEN NOTICE TO NORTH OLYMPIC LIBRARY SYSTEM PRIOR TO THE DATE FOR THE RECEIPT OF BIDS, OR THE CONTRACTOR WILL BE DEEMED TO HAVE NEGOTIATED AND WAIVED THIS IMMUNITY. The provisions of this section shall survive the expiration or termination of this Agreement.

10.13 Prevailing Wages.

10.13.1 Pursuant to RCW 39.12, no worker, laborer, or mechanic employed in the performance of any part of this Agreement shall be paid less than the "prevailing rate of wage" (in effect as of the date that bids are due) as determined by the Industrial Statistician of the Department of Labor and Industries, ESAC Division, PO Box 44540, Olympia, WA 98504-4540, Telephone (360) 902-5335. The schedule of the prevailing wage rates for the locality or localities where this Work will be performed is attached, or is available at <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>. A copy is available for viewing at the A/Es office, and a hard copy will be mailed upon request. The prevailing wage rates are made a part of this Agreement by reference as though fully set forth herein. To the extent that there is any discrepancy between the attached or provided schedule of prevailing wage rates and the published rates as are applicable under WAC 296-127-011, the latter shall apply at no increase to the Contract Sum. The Contractor shall provide the respective Subcontractors with a schedule of the applicable prevailing wage rates. The Industrial Statistician will answer questions relating to prevailing wage data upon request.

10.13.2 Pursuant to RCW 39.12.060, in case any dispute arises as to what are the prevailing rates of wages for work of a similar nature, and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the director of the Department of Labor and Industries, whose decision therein shall be final and conclusive and binding on all parties involved in the dispute.

10.13.3 The Contractor shall defend, indemnify, and hold NOLS harmless, including attorneys' fees, from any violation or alleged violation of RCW 39.12 ("Prevailing Wages on Public Works") or RCW 51 ("Industrial Insurance"), including without limitation RCW 51.12.050, by the Contractor or any Subcontractor of any tier.

10.13.4 Applicable prevailing wages are determined as of the Bid Date for the county in which the Project is located.

10.14 The Contractor shall comply with all applicable provisions of RCW 49.28.

10.15 Pursuant to RCW 49.70 and WAC 296-62-054 et seq., the Contractor shall provide NOLS copies of and have available at the Project Site a workplace survey or material safety data sheets for all "hazardous" chemicals under the control or use of Contractor or any Subcontractor at the Project Site.

10.16 The Contractor shall maintain and preserve for at least three years from the date of final payment books, ledgers, records, documents, estimates, correspondence, logs, schedules, electronic data and other evidence relating or pertaining to the costs incurred by the Contractor in connection with or related to the Agreement and/or performance of the Contract ("records") to such extent and in such detail as will properly reflect and fully support compliance with the Contract Documents and with all costs, charges and other amounts of whatever nature for which reimbursement or payment is or may be claimed under the Contract. The Contractor agrees to make available at all reasonable times at the office of the Contractor all such records for inspection, audit and reproduction (including electronic reproduction) by NOLS and its representatives. These requirements shall be applicable to each Subcontractor of any tier and included in each Subcontract and purchase order issued with respect to the Work. The Contractor agrees, on behalf of itself, its representatives, and Subcontractors of any tier and their representatives, that any rights under RCW 42.56 will commence at Final Acceptance, and that the invocation of such rights at any time by the Contractor or a Subcontractor of any tier or their representatives shall initiate an equivalent right to disclosures from the Contractor and Subcontractors of any tier for the benefit of NOLS.

10.17 Should the Contractor neglect to pursue the Work properly or fail to perform any provision of this Agreement, the Owner may, seventy two (72) hours after the delivery of written notice to the Contractor, make good such deficiencies, and may deduct the cost thereof from any payment otherwise due to the Contractor.

ARTICLE 11 **SUBCONTRACTORS**

11.1 A "Subcontractor" is a person or entity that has a direct contract with the Contractor to perform a portion of the Work at the site or to supply materials or equipment. A "Subcontractor of any tier" includes Subcontractors as well as all direct and lower level sub-subcontractors and suppliers.

11.2 As soon as practicable after award of the Agreement, the Contractor shall confirm in writing to NOLS the names of the Subcontractors for each portion of the Work. The Contractor shall not contract with any Subcontractor to whom NOLS has made reasonable and timely objection or different from the one listed in conjunction with the bid. Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor to be bound to the Contractor by the terms of the Contract Documents to the extent of the Work to be performed

by the Subcontractor and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward NOLS, and (2) allow to the Subcontractor the benefit of all rights, remedies and redress afforded to the Contractor by these Contract Documents.

11.3 The Contractor shall promptly pay (and secure the discharge of any liens asserted by) all persons properly furnishing labor, equipment, materials or other items in connection with the performance of the Work (including, but not limited to, any Subcontractors). The Contractor shall furnish to NOLS such releases of liens and claims and other documents as NOLS may request from time to time to evidence such payment (and discharge). NOLS may, at its option, withhold payment, in whole or in part, to the Contractor until such documents are so furnished. The Contractor shall defend, indemnify, and hold harmless NOLS from any liens, including all expenses and attorneys' fees. Nothing in the Contract Documents shall create any obligation on the part of NOLS or A/E to pay or to see to the payment of any moneys due any Subcontractor of any tier or other person or entity, except as may otherwise be required by laws and regulations.

ARTICLE 12 **CONSTRUCTION BY SCHOOL DISTRICT OR BY SEPARATE CONTRACTORS**

12.1 NOLS reserves the right to perform construction or operations related to the Project with NOLS' own forces and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to those of the Contract Documents. The Contractor has the responsibility to coordinate its Work with such separate contractors and NOLS' own forces.

12.2 The Contractor shall afford NOLS and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations as required by the Contract Documents.

ARTICLE 13 **CHANGES IN THE WORK**

13.1 NOLS, without invalidating the Agreement, may order changes in the Work consisting of additions, deletions or modifications ("Changes"), and the Contract Sum and Contract Time will be adjusted accordingly. Changes in the Work, the Contract Sum and/or the Contract Time shall be authorized only by written Change Order signed by NOLS, the A/E and the Contractor or by written Construction Change Directive signed by NOLS and the A/E.

13.1.1 Change Orders. A Change Order is a written instrument signed by NOLS and the Contractor stating their agreement upon a change in the Work; the amount of the adjustment in the Contract Sum, if any; and the extent of the adjustment in the Contract Time, if any.

13.1.2 Construction Change Directives. A Construction Change Directive is a written order prepared and signed by NOLS and the A/E that directs a change in the Work and states a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. It shall be used in the absence of total agreement on the terms of a Change Order. The Contractor shall promptly proceed with the change in the Work described in the Construction Change Directive. As soon as possible, and within *seven days* of receipt, the Contractor shall advise NOLS in writing of the Contractor's agreement or disagreement with the cost or the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

13.2 If the parties cannot agree on the cost or credit to NOLS from a Change in the Work, the Contractor shall keep and present, in such form as NOLS may prescribe, an itemized accounting together with supporting data. The total cost of any Change or Claim shall be limited to the reasonable value of the following:

13.2.1 Direct labor costs: The effective W.D.O.L.&I. prevailing hourly wage for the laborers, journeymen, and foremen performing and/or directly supervising the Changed Work on the site. The premium portion of overtime wages may not be included unless pre-approved in writing by NOLS. The hourly cost shall be based upon basic wages and mandatory fringe benefits and workers' insurances.

13.2.2 Direct material costs: An itemization of the quantity of materials necessary to perform the Change in the Work and the net cost therefor.

13.2.3 Construction equipment usage costs: An itemization of the actual length of time construction equipment appropriate for the Work will be used solely on the Change in the Work at the Site times the lower of the actual rental receipt or applicable current state, NECA, Data Quest, or MCA rental cost. Actual, reasonable mobilization costs are permitted if the equipment is brought to the Site solely for the Change in the Work. The rate for equipment necessarily standing by for future use on the Work shall be 50% of the rate established above.

13.2.4 Cost of any change in insurance or bond premium. Upon request, the Contractor shall provide NOLS with supporting documentation.

13.2.5 Subcontractor costs: Payments the Contractor makes to Subcontractors for Changed Work performed by Subcontractors of any tier. The cost of Work for Subcontractors of any tier shall be determined in the same manner as prescribed in this Section 13.2.

13.2.6 Fee: The allowance for all combined overhead, profit, and other costs, including all office, home office, extended and site overhead (including project manager, project engineer, superintendent and general foreman time), and all delay and including impact costs of any kind, added to the total cost to NOLS of any Change Order or any Claim for

additional work or extra payment of any kind on this Project, shall be strictly limited to the following schedule:

- .1 For the Contractor, for any materials or work performed by the Contractor's own forces, 12% of the cost.
- .2 For the Contractor, for materials or work performed by its Subcontractor, 5% of the amount due the Subcontractor.
- .3 For each Subcontractor (including lower tier subcontractor involved), for any materials or work performed by its own forces, 12% of the cost.
- .4 For each Subcontractor, for materials or work performed by its subcontractors of any lower tier, 5% of the amount due the sub-subcontractor.
- .5 The cost to which the Fee is to be applied shall be determined in accordance with Paragraph 13.2.1-4.

13.3 Dispute Resolution. All claims, disputes and other matters in question of the Contractor, direct or indirect, arising out of, or relating to, the Contract Documents or the breach thereof ("Claims"), except Claims which have been waived under the terms of the Contract Documents, shall be decided exclusively by the following dispute resolution procedure. The Contractor shall diligently carry on the Work and maintain the progress schedule during the dispute resolution procedure, including any litigation proceedings, unless the parties mutually agree in writing otherwise.

13.3.1 Notice of Claim. The Contractor shall submit notice of all Claims to NOLS in writing within *seven days* of the event giving rise to them and shall include a clear description of the event and its probable effect.

13.3.2 Claim Submission. Within *fourteen days* of the Notice of Claim, the Contractor shall NOLS in writing with a Claim, which shall include a clear description of the Claim, all changes in cost and in time (direct, indirect, impact, and otherwise) to which the Contractor and Subcontractors of any tier are entitled, and data supporting the Claim. The claim of a Subcontractor may be brought only through the Contractor and only after the Contractor notifies NOLS in writing that the Contractor has reviewed and agrees with the Claim.

13.3.3 Informal Resolution. NOLS will make a determination of the Claim. If no determination is made within two weeks of submission of the Claim, the Claim shall be deemed rejected. If the Contractor disagrees with NOLS' determination and wishes to pursue the Claim further, the Contractor must, within *fourteen days* of receipt of the determination, provide NOLS with a written request that a representative of the Contractor and NOLS meet, confer, and attempt to resolve the Claim. This meeting will then take place at a mutually convenient time within *thirty days* of the request, unless NOLS elects to proceed directly to mediation.

13.3.4 Mediation. The Contractor may bring no litigation against NOLS unless the Claim is first subject to non-binding mediation under the Construction Mediation Rules of the American Arbitration Association ("AAA"). The Contractor is responsible for initiating the mediation process. This requirement cannot be waived except by an explicit written waiver signed by NOLS and the Contractor. To initiate the mediation process, the Contractor shall submit a written mediation request to NOLS within *thirty days* of the meeting undertaken in Section 13.3.3. If the parties are unable to agree to a mediator within *thirty days* after NOLS' receipt of the written request for mediation, either party may submit a request for mediation to the AAA. An officer of the Contractor and the Library Director or designee of NOLS, both having full authority to settle the Claim, must attend the mediation session. To the extent there are other parties in interest, such as Subcontractors, their representatives, with full authority to settle the Claim, shall also attend the mediation session. Unless NOLS and Contractor mutually agree in writing otherwise, all unresolved Claims in the Project shall be considered at a single mediation session which shall occur prior to Final Acceptance by NOLS.

13.3.5 Litigation. The Contractor may bring no litigation on Claims unless such Claims have been properly raised and considered in the dispute resolution procedures of Sections 13.3.1 through 13.3.4 above. All unresolved Claims of the Contractor shall be waived and released unless the Contractor has strictly complied with the time limits of the Contract Documents, and litigation is served and filed within the earlier of (a) *120 days* after the Date of Substantial Completion designated in writing NOLS or (b) *60 days* after Final Acceptance. This requirement cannot be waived except by an explicit written waiver signed NOLS and the Contractor. The pendency of a mediation (calculated as the period from the written request for mediation through the day following the mediation proceeding) shall toll these filing requirements.

13.4 Notice and Claims. All notices and Claims shall be made in writing as required by the Agreement.

13.4.1 Any notice of a Claim of the Contractor against NOLS and any Claim of the Contractor, whether under the Agreement or otherwise, must be made pursuant to and in strict accordance with the applicable provisions of the Contract Documents. Failure to comply with these requirements shall constitute waiver of the Claim. No act, omission, or knowledge, actual or constructive, of NOLS or the A/E shall in any way be deemed to be a waiver of the requirement for timely written notice and a timely written Claim unless NOLS and the Contractor sign an explicit, unequivocal written waiver approved by the NOLS' Board of Trustees.

13.4.2 The fact that NOLS and the Contractor may continue to discuss or negotiate a Claim that has or may have been defective or untimely under the Contract shall not constitute waiver of the provisions of the Contract Documents unless NOLS and Contractor sign an explicit, unequivocal written waiver approved by the NOLS Board of Trustees.

13.4.3 The Contractor expressly acknowledges and agrees that the Contractor's failure to timely submit required notices or timely submit Claims has a substantial impact upon and prejudices NOLS, including but not limited to the inability to fully investigate or verify the Claim, mitigate damages, choose alternative options, adjust the budget, delete or modify the impacted Work, and/or monitor time, cost and quantities. For these and other reasons, the parties stipulate that NOLS is prejudiced by the Contractor's failure to timely submit notices or Claims as required by the Contract Documents.

13.5 Claims for Concealed or Unknown Conditions. If conditions unknown to the Contractor are encountered at the site which are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found and generally recognized as inherent in activities of the character provided for in the Contract Documents, then the Contractor shall give written notice to NOLS promptly before conditions are disturbed and in no event later than *seven days* after the first observance on the conditions. The Contractor shall make any Claim arising from such condition in accordance with the dispute resolution procedure in Section 13.3.

13.6 Claims for Consequential Damages. The Contractor and NOLS waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes without limitation:

.1 damages incurred by NOLS for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal and home office overhead and expenses including without limitation the compensation of personnel stationed there, for losses of financing, business and reputation, for losses on other projects, for loss of profit, and for interest or financing costs.

This mutual waiver is applicable to all consequential damages of any cause, including without limitation due to either party's termination in accordance with Article 20. Nothing contained in this Section 13.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

13.7 The Contractor (including Subcontractors) shall not in any event be entitled to damages arising out of actual or alleged loss of efficiency; morale, fatigue, attitude, or labor rhythm; constructive acceleration; home office overhead; expectant underrun; trade stacking; reassignment of workers; concurrent operations; dilution of supervision; learning curve; beneficial or joint occupancy; logistics; ripple; season change; extended overhead; profit upon damages for delay; impact damages; or similar damages.

ARTICLE 14 **TIME**

14.1 If, through no fault of the Contractor or a Subcontractor of any tier, the Work is delayed at any time in progress of the Work by changes ordered in the Work, by unanticipated general labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, delays caused NOLS or its separate contractors, or any causes beyond the Contractor's control and for which it and its subcontractors of any tier are not responsible, or by other causes which may justify delay, then the Contract Time shall be extended by Change Order to the extent the critical path is affected. The Contractor (including Subcontractors) shall be entitled to damages for delay, the total limited to the liquidated rate of Section 2.3, only where NOLS' own actions or inactions were the actual, substantial cause of the delay and where the Contractor could not have reasonably avoided the delay by the exercise of due diligence. If a delay was caused by the Contractor, a Subcontractor of any tier, or anyone acting on behalf of any of them, the Contractor is not entitled to an increase in the Contract Time or in the Contract Sum.

14.2 THE TIMELY COMPLETION OF THIS PROJECT IS ESSENTIAL TO NOLS. NOLS will incur serious and substantial damages if Substantial Completion of the Work does not occur within the Contract Time; however, it would be difficult if not impossible to determine the amount of such damages. Consequently, the Agreement includes provisions for liquidated damages. NOLS' right to liquidated damages is not affected by partial completion, occupancy, or beneficial occupancy.

ARTICLE 15 **PAYMENTS AND COMPLETION**

15.1 Progress Payments. Payments shall be made as provided in Articles 3 and 4 of this Agreement. If Progress payments are specified, they will be made monthly for Work duly approved and performed during the calendar month preceding the application according to the following procedure.

15.1.1 Draft Application. At the last scheduled weekly meeting of each month (or, if there are no such meetings, no later than the 25th of each month), the Contractor shall submit to NOLS a report on the current status of the Work as compared to the Progress Schedule and a draft itemized application for payment for Work performed during the prior calendar month. This shall not constitute a payment request. The Contractor, NOLS and the A/E shall meet prior to the last working day of the month and confer regarding the current progress of the Work and the amount of payment to which the Contractor is entitled. NOLS may request the Contractor to provide data substantiating the Contractor's right to payment, such as copies of requisitions or invoices from Subcontractors. The Contractor shall not be entitled to make a payment request, nor is any payment due the Contractor, until such data is furnished.

15.1.2 Payment Request. After the Contractor and NOLS have met and conferred regarding the draft application, and the Contractor has furnished all data requested, the Contractor may submit by the 10th of the following month a payment request in the agreed-upon amount, in the form of a notarized, itemized Application for Payment for Work performed during the prior calendar month on a form supplied or approved NOLS. Among other things, the Application shall state that prevailing wages have been paid in accordance with the prefiled statement(s) of intent to pay prevailing wages on file with NOLS and that all payments due Subcontractors from the NOLS' prior payments have been made. The submission of this Application constitutes a certification that the Work is current on the progress schedule, unless otherwise noted on the Application. If the Contractor believes it is entitled to payment for Work performed during the prior calendar month in addition to the agreed-upon amount, the Contractor may, also by the 10th of the following month, submit to NOLS a separate written payment request specifying the exact additional amount due, the category in the Schedule of Values in which the payment is due, the specific Work for which the additional amount is due, and why the additional payment is due.

15.1.3 Payments to Subcontractors. No payment request shall include amounts the Contractor does not intend to pay to a Subcontractor. If, after making a request for payment but before paying a Subcontractor for its performance covered by the payment request, the Contractor discovers that part or all of the payment otherwise due to the Subcontractor is subject to withholding from the Subcontractor for unsatisfactory performance or other reasons, the Contractor may withhold the amount as allowed under the subcontract, but it shall give the Subcontractor and NOLS written notice of the remedial actions that must be taken as soon as practicable after determining the cause for the withholding but before the due date for the Subcontractor payment, and pay the Subcontractor within *eight working days* after the Subcontractor satisfactorily completes the remedial action identified in the notice.

15.2 Prevailing Wages. Pursuant to RCW 39.12, the Contractor will not receive any payment until the Contractor and all Subcontractors have submitted a "Statement of Intent to Pay Prevailing Wage" to NOLS. The statement must have the approval of the Industrial Statistician of the Department of Labor and Industries before it is submitted to NOLS. The Contractor and the respective Subcontractors shall pay all fees required by the Department of Labor and Industries, including fees for the approval of the "Statement of Intent to Pay Prevailing Wages." Approved copies of the "Statement of Intent to Pay Prevailing Wages" must be posted where workers can easily read them.

15.3 Progress payments. The North Olympic Library System shall make progress payments within 30 days of its receipt of the approved payment request.

15.4 Withheld Payments. Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed by third parties, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or

equipment, (4) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum, (5) damage to NOLS or another contractor, (6) reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay, (7) failure to carry out the Work in accordance with the Contract Documents, or (8) liquidated damages. When NOLS intends to withhold all or part of a payment for unsatisfactory performance, NOLS will provide the Contractor, within *ten working days* after NOLS' receipt of the Application for Payment, written notification of the reasons that all or part of the payment is being withheld and what remedial actions the Contractor must take to receive the withheld amount.

15.5 Substantial Completion.

15.5.1 When the Contractor believes that the Work is Substantially Complete, it shall notify NOLS in writing. When NOLS agrees, it will issue a Certificate of Substantial Completion. Substantial Completion is the stage in the progress of the Work when the construction is sufficiently complete, in accordance with the Contract Documents, so NOLS can fully utilize the Work (or the designated portion thereof) for the use for which it is intended. All Work other than incidental corrective or punchlist work and final cleaning shall have been completed. The Work is not Substantially Complete if all systems and parts affected by the Work are not usable or if utilities affected by the Work are not connected and operating normally. The fact that NOLS may use or occupy the Work or designated portion thereof does not indicate that the Work is Substantially Complete, nor does such occupation toll or change any liquidated damages due NOLS.

15.5.2 Immediately before partial or complete occupancy, NOLS will schedule an inspection tour of the area to be occupied. A representative of NOLS, A/E and Contractor will jointly tour the area and record items still remaining to be finished and/or corrected. The Contractor shall supply and install any items missed by the inspection but required or necessary for Final Completion as a part of the Contract Sum, notwithstanding their not being recorded during the inspection tour.

15.6 Final Payment. Pursuant to RCW 60.28, completion of the Contract Work shall occur after the Contractor has notified NOLS and A/E that the Work has been concluded and submits the items listed below to NOLS, any required occupancy permit has been issued and NOLS Board of Trustees formally accepts the Project ("Final Acceptance"). Final Payment shall not become due until after Final Acceptance.

.1 An affidavit that all payrolls, Subcontractors, bills for materials and equipment, and other indebtedness connected with the Work for which NOLS or its property might in any way be responsible or encumbered, have been paid or otherwise satisfied,

.2 consent of surety to final payment,

.3 a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least *45 days*’ prior written notice has been given to NOLS,

.4 a written statement that the Contractor knows of no substantial reason why the insurance will not be renewable to cover the period required by the Contract Documents,

.5 other data establishing payment or satisfaction of or protection (satisfactory to NOLS) against all obligations, such as receipts, releases and waivers of liens arising out of the Agreement, satisfactorily demonstrating to NOLS that the claims of Subcontractors and laborers who have filed claims have been paid,

.6 pursuant to RCW 39.12.040, an “Affidavit of Wages Paid” from the Contractor and from each Subcontractor certified by the Industrial Statistician of the Department of Labor and Industries, with fees paid by the Contractor or Subcontractor,

.7 a certified statement that the Contractor has closed all necessary permits or otherwise met the requirements of all governing jurisdictions related to this Project (including, without limitation, city/county building departments, health districts and utility districts; attach a copy of each of these closed or signed-off permits),

.8 all warranties, guarantees, certificates, spare parts, specified excess material, and other documents or items required by the Contract Documents, and

.9 a hard copy of as-built drawings and specifications, delivered in a clear, clean and legible condition.

If any Subcontractor of any tier refuses to furnish a release or waiver required by NOLS, NOLS may retain in the fund, account, or escrow funds such amount as to defray the cost of foreclosing the liens of such claims and to pay attorneys’ fees, the total of which shall be no less than 150% of the claimed amount. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to NOLS all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys’ fees.

Final payment shall be made pursuant to RCW 60.28 after the Contractor has properly submitted certificates from the Department of Revenue, the Department of Labor and Industries and, pursuant to RCW 50.24, a certificate from the Department of Employment Security.

15.7 Waivers.

15.7.1 Final Payment by School District. The making of final payment shall constitute a waiver of claims by NOLS except those arising from (1) liens, claims, security interests, or

encumbrances arising out of the Agreement and unsettled; (2) failure of the Work to comply with the requirements of the Contract Documents; or (3) terms of warranties required by the Contract Documents or law.

15.7.2 Final Payment to Contractor. Acceptance of final payment by the Contractor shall constitute a waiver of Claims except those previously made in writing and identified in writing as unsettled on the final Application for Payment.

15.7.3 Change Orders. The execution of a Change Order shall constitute a waiver of Claims by the Contractor arising out of the Work to be performed or deleted pursuant to the Change Order, except as specifically described in the Change Order. If the Contractor adds to a Change Order or any other document a reservation of rights that has not been initialed by NOLS, all the amounts previously agreed shall be considered disputed and not yet payable unless the costs are re-negotiated or the reservation is withdrawn or changed in a manner satisfactory to and initialed by NOLS. If NOLS makes payment for a Change Order or an Application for Payment that contains a reservation of rights not initialed by NOLS to indicate agreement with the reservation, and if the Contractor negotiates the check for such payment, then the reservation of rights shall be deemed waived, withdrawn, and of no effect.

15.8 Retainage.

15.8.1 Progress Payments. If progress payments are to be made to the Contractor:

.1 Pursuant to RCW 60.28, NOLS will reserve 5% retainage from the moneys the Contractor earns on estimates during the progress of the Work, to be retained as a trust fund for the protection and payment of the claims of any person arising under the Agreement and the state with respect to taxes which may be due from the Contractor.

.2 The moneys reserved may, at the option of the Contractor, be (1) retained in a fund by NOLS until *45 days* following Final Acceptance; or (2) deposited by NOLS in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until *45 days* following Final Acceptance, with interest to the Contractor; or (3) placed in escrow with a bank or trust company until *45 days* following the Final Acceptance, by NOLS joint check to the bank or trust company and the Contractor, to be converted into bonds and securities chosen by the Contractor, approved by NOLS, and held in escrow, with interest on the bonds and securities paid to the Contractor as it accrues.

.3 If moneys are retained from the Contractor, it may retain payment of not more than 5% from the moneys earned by any Subcontractor, provided that the Contractor pays interest to the Subcontractor at the same interest rate it receives from its reserved funds.

15.9 Warranty of Title. The Contractor warrants and guarantees that title to Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to NOLS no later than the time of payment, free and clear of liens. The Contractor shall promptly pay (and secure the discharge of any liens asserted by) all persons properly furnishing labor, equipment, materials or other items in connection with the performance of the Work (including, but not limited to, any Subcontractors). The Contractor shall furnish to NOLS such releases of claims and other documents as may be requested by NOLS from time to time to evidence such payment (and discharge). NOLS may, at its option, withhold payment, in whole or in part, to the Contractor until such documents are so furnished. The Contractor shall indemnify and hold harmless NOLS from any liens, including all expenses and attorneys' fees.

ARTICLE 16

PROTECTION OF PERSONS AND PROPERTY

16.1 The Contractor shall be solely responsible for, and neither NOLS nor the A/E shall have responsibility for, all aspects of safety, including initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Agreement. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to (1) employees on the Work and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein; and (3) other property at the site or adjacent thereto. The Contractor shall maintain the Work site and perform the Work in a manner that meets statutory and common-law requirements for the provision of a safe place to work. This requirement shall apply continuously and not be limited to working hours.

16.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor of any tier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except for damage or loss attributable to acts or omissions of NOLS or A/E or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 10.12.

16.3 The Contractor shall not be required to perform without consent any Work relating to asbestos or polychlorinated biphenyl ("PCB") unless specifically required by the Contract Documents.

16.4 The Contractor shall bear the risk of any loss, damage or destruction of its own property, including without limitation its tools, trailers and equipment, whether rented or owned, to the extent that they will not be incorporated in the

Work. Any insurance provided by NOLS will not cover any such loss, damage or destruction.

ARTICLE 17

INSURANCE AND BONDS

17.1 Contractor's Liability Insurance.

17.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized and admitted to do business in the jurisdiction in which the Project is located possessing a Best's policyholder's rating of A- or better and a financial rating of no less than VII and reasonably acceptable to NOLS, an occurrence-based Commercial General Liability Insurance Policy which shall provide bodily injury and property damage liability on the Contractor's operations, including Subcontractors of any tier; owned, non-owned and hired vehicles; and on work the Contractor may subcontract or sublet to others; and on the indemnity provisions of this Agreement. This insurance will name NOLS and its employees as additional insureds for Work performed under this Agreement. The Contractor's policy shall be designated primary coverage for both defense and indemnity, and any School District's policies excess. Such limits of liability insurance shall have per project general aggregate provisions and shall not be less than the following:

- .1 \$1,000,000 per occurrence for bodily injury liability including sickness, disease or death and \$1,000,000 bodily injury liability for all occurrences (other than automobiles);
- .2 \$1,000,000 for property damage liability (other than automobiles) because of damage to or destruction of property of others including loss of the use thereof caused by one occurrence and \$1,000,000 property damage liability for all occurrences;
- .3 As an alternate to Subparagraphs .1 and .2 above, the Contractor may insure for \$1,000,000 Combined Single Limit protection for both bodily injury and property damage liability per occurrence and \$2,000,000 general aggregate stop loss;
- .4 \$1,000,000 per accident for bodily injury liability including sickness, disease or death and property damage liability because of damage to or destruction of property of others including loss of use thereof arising out of the operation of automobiles;
- .5 \$1,000,000 for claims for damages insured by personal injury liability coverage (included and defined in the Commercial General Liability Insurance policy) which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or (2) by another person;
- .6 \$1,000,000 for claims involving damages to a person as a result of an offense directly or indirectly related to

employment of such person by the Contractor or another employee;

.7 \$1,000,000 for claims involving blanket contractual liability insurance (included and defined in the Commercial General Liability Insurance Policy) applicable to the Contractor's obligations under Paragraph 10.12; and

.8 In addition, the Contractor shall maintain an umbrella policy which provides excess limits over the primary layer, in an amount not less than \$2,000,000.

17.1.2 The insurance described above shall include coverage for underground, collapse and explosion exposures.

17.1.3 In addition, the Contractor shall purchase and maintain insurance for claims under workers' compensation (industrial insurance), disability benefit and other similar employee benefit acts in the State statutory amount and Employer's Liability with coverage of at least \$500,000 each occurrence/each accident.

17.1.4 Before commencing the Work or exposure to loss can occur, and, in any event, within *seven days* after NOLS has issued its notice of intent to award contract, the Contractor shall furnish NOLS with Certificates of Insurance, in duplicate, as evidence of all insurance required by the Contract Documents. All policies and certificates must be signed copies and shall contain provision that coverages afforded under the policies cannot be materially altered, allowed to expire or canceled without first giving *30 days* written notice by certified mail to NOLS. The Contractor shall furnish to NOLS copies of any subsequently issued endorsements amending, modifying, altering, or restricting coverage of limits.

17.1.5 Coverage shall be maintained without interruption from the date of commencement of the Work until the date of Final Acceptance, except for any coverage required to be maintained after Final Acceptance. Completed operations coverage shall remain in force for three years after Final Acceptance.

17.1.6 If NOLS is damaged by the failure of the Contractor to maintain any of the above insurance or to so notify NOLS, then the Contractor shall bear all costs properly attributable thereto. NORTH OLYMPIC LIBRARY SYSTEM MAY WITHHOLD PAYMENT PENDING RECEIPT OF ALL CERTIFICATES OF INSURANCE. Failure to withhold payment shall not constitute a waiver.

17.1.7 NOLS' specification or approval of the insurance in this Agreement or of its amount shall not relieve or decrease the liability of the Contractor under the Contract Documents or otherwise. Coverages are the minimum to be provided and are not limitations of liability under the Contract, indemnification, or applicable law provisions. The Contractor may, at its expense, purchase larger coverage amounts or additional insurance.

17.2 Property Insurance.

17.2.1 The requirements for property insurance are addressed in Article 6 above.

17.3 Waivers of Subrogation.

17.3.1 NOLS and the Contractor waive all rights against each other and any of their subcontractors of any tier, the A/E, their consultants, separate contractors described in Article 12 (if any), and any of their respective agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Articles 6 and 17.2 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by NOLS as fiduciary. NOLS does not waive its subrogation rights to the extent of its property insurance on structures or portions of structures that do not comprise the Work. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

17.4 Payment and Performance Bond.

17.4.1 Pursuant to RCW 39.08, the Contractor is required to submit payment and performance bonds, secured from a surety company licensed to do business in the State of Washington. The Contractor shall pay for a surety bond in the full amount of the Contract Sum plus sales tax. The Contractor shall deliver evidence of its bondability to NOLS within *seven* days of NOLS' notice of intent to award. The Contractor shall deliver two copies of the bond to NOLS (including the original bond) and one copy to the A/E within *seven* days after the execution of this Agreement and prior to the Contractor commencing operations at the site. THE NORTH OLYMPIC LIBRARY SYSTEM MAY DECLINE TO ENTER INTO THE CONTRACT IF EVIDENCE OF BONDABILITY IS NOT RECEIVED, AND NOLS MAY WITHHOLD ITS NOTICE TO PROCEED AND/OR WITHHOLD PAYMENT TO THE CONTRACTOR UNTIL SUCH SURETY BOND IS RECEIVED.

ARTICLE 18 **CORRECTION OF WORK**

18.1 The Contractor shall promptly and within no more than *seventy-two (72) hours* of notice from NOLS or A/E correct Work rejected or failing to conform to the requirements of the Contract Documents at any time through a period of one year from the date of Substantial Completion of the Agreement or by terms of a longer manufacturer's warranty or an applicable special warranty required by the Contract Documents. The provisions of this Article apply to Work done by Subcontractors of any tier as well as to Work done by direct employees of the Contractor.

18.2 If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents or fails to carry out the Work in accordance with the Contract Documents, NOLS, by a written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

18.3 Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one year as described above relates only to the specific obligation of the Contractor to correct the Work and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

ARTICLE 19 **MISCELLANEOUS PROVISIONS**

19.1 Applicable Law. The Agreement shall be governed by the laws of the State of Washington, without regard to its choice of law provisions.

19.2 Statutes. The Contractor shall abide by the provisions of all applicable Washington statutes. The statutes referenced in the Contract Documents are not meant to be a complete list and should not be relied upon as such.

19.3 Contractor Registration and Related Requirements. Pursuant to RCW 39.06, the Contractor shall be registered or licensed as required by the laws of the State of Washington, including but not limited to RCW 18.27. The Contractor shall: have a current state unified business identifier number; have industrial insurance coverage for the Contractor's employees working in Washington as required in Title 51 RCW; have an employment security department number as required in Title 50 RCW; have a state excise tax registration number as required in Title 82 RCW, and; not be disqualified from bidding on any public works contract under RCW 39.06.010 (unregistered or unlicensed contractors) or RCW 39.12.065(3) (prevailing wage violations).

19.4 Law Against Discrimination. Contractor shall comply with pertinent statutory provisions relating to public works of RCW 49.60.

19.5 Provisions for Aged and Handicapped Persons. Contractor shall comply with pertinent statutory provisions relating to public works of RCW 70.92.

19.6 Safety Standards. Contractor shall comply with pertinent provisions of Chapter 296-155 WAC, "Safety Standards for Construction Work."

19.7 Unemployment Compensation. Pursuant to RCW 50.24 in general and RCW 50.24.130 in particular, the Contractor shall pay contributions for wages for personal

services performed under this Agreement or arrange for a bond acceptable to the commissioner.

19.8 Drug-Free Workplace. The Contractor and all Subcontractors shall fully comply with all applicable federal, state, and local laws and regulations regarding drug-free workplace, including the Drug-Free Workplace Act of 1988. Any person not fit for duty for any reason, including the use of alcohol, controlled substances, or drugs, shall immediately be removed from the Work.

19.9 Tobacco-Free Environment. Smoking or use of any kind of lighted pipe, cigar, cigarette or any other lighted smoking equipment, material or smokeless tobacco products is prohibited on all NOLS property.

19.10 Asbestos Removal. To the extent this Project involves asbestos removal, the Contractor shall comply with RCW 49.26 and any provisions of the Washington Administrative Code promulgated thereunder.

19.11 Assignment. The Contractor shall not let, assign or transfer this Agreement, or any interest in it or part of it, without the written consent of NOLS.

ARTICLE 20 **TERMINATION OF THE CONTRACT**

20.1 Termination for Cause by Contractor. If NOLS fails to make payment for a period of *60 days* through no fault of the Contractor, the Contractor may, upon *seven additional days'* written notice to NOLS, terminate the Agreement and recover from NOLS payment for all Work properly executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including Fees applicable thereto.

20.2 Termination for Cause by North Olympic Library System. NOLS may, upon *seventy-two (72) hours'* written notice to the Contractor, terminate (without prejudice to any right or remedy of NOLS) the whole or any portion of the Work for cause, including but not limited to the following circumstances:

- .1 the Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure the completion of the Work within the Contract Time;
- .2 the Contractor is in material default of or materially breaches any provisions of this Agreement;
- .3 the Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency;
- .4 the Contractor fails to supply a sufficient number of properly skilled workers or proper materials;
- .5 the Contractor fails to make prompt payment to Subcontractors or for materials or labor;

.6 the Contractor materially disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or

.7 the Contractor fails to comply with the provisions of RCW 28A.400.330 by permitting a worker on the Project having contact with children who has been convicted of or pled guilty to a felony crime involving children as described in Paragraph 10.3.

20.3 Termination for Convenience by the North Olympic Library System. NOLS may, at any time upon written notice to the Contractor, terminate (without prejudice to any right or remedy of NOLS) the whole or any portion of the Work for the convenience of NOLS. NOLS shall be liable to Contractor only for those costs reimbursable to Contractor in accordance with the following.

.1 The amount due under Articles 4 and 14 of this Agreement for the performance of the Work terminated;

.2 Other pre-approved costs, consistent with Paragraph 13.2, necessary and reasonably incurred in connection with the termination of Work.

The total sum to be paid to the Contractor under this Paragraph 20.3 shall not exceed the Contract Sum as reduced by the amount of payments otherwise made.

20.4 Effects of Termination.

20.4.1 Unless NOLS directs otherwise, after receipt of a Notice of Termination from NOLS pursuant to Paragraph 20.2 or 20.3, the Contractor shall promptly:

.1 stop Work under the Agreement on the date and as specified in the Notice of Termination;

.2 place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of any portion of the Work that is not terminated;

.3 procure cancellation of all orders and subcontracts, upon terms acceptable to NOLS, to the extent that they relate to the performance of Work terminated;

.4 assign to NOLS all of the right, title and interest of the Contractor under all orders and subcontracts, in which case NOLS shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

.5 with NOLS' approval, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts not assigned to NOLS;

.6 transfer title and deliver to the entity or entities designated by NOLS the fabricated or unfabricated parts, Work in process, partially completed supplies and equipment, materials, parts, tools, dies, jigs and other fixtures, completed Work, supplies and other material produced as part of, or acquired in connection with the performance of, the Work terminated, and the completed or partially completed plans, drawings, information and other property related to the Work;

.7 use its best efforts to sell any property of the types referred to in Section 20.4.1.6. The Contractor may acquire any such property under the conditions prescribed by and at a price or prices approved by NOLS, and the proceeds of any such transfer or disposition may be applied in reduction of any payments to be made by NOLS to the Contractor;

.8 take such action as may be necessary or as directed by NOLS to preserve and protect the Work and property related to this Project in the possession of the Contractor in which NOLS has an interest; and

.9 continue performance only to the extent not terminated.

20.4.2 In arriving at any amount due the Contractor after termination, the following deductions shall be made:

.1 all unliquidated advance or other prior payments on account made to the Contractor applicable to the terminated portion of the Agreement;

.2 any claim which NOLS may have against the Contractor;

.3 an amount necessary to protect NOLS against outstanding or potential liens or claims; and

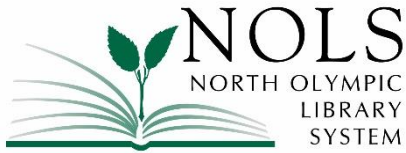
.4 the agreed price for or the proceeds of sale of any materials, supplies or other things acquired by the Contractor or sold, pursuant to the provisions of Section 20.4.1.7, and not otherwise recovered by or credited to NOLS.

20.4.3 If (and only if) the termination pursuant to Paragraph 20.3 is partial, the Contractor may file a Claim for an equitable adjustment of the price or prices specified in the Agreement relating to the continued portion of the Agreement. The Contractor must assert any Claim for an equitable adjustment under this subparagraph within *thirty days* from the effective date of the Termination.

20.4.4 The Contractor shall refund to NOLS any amounts NOLS paid to the Contractor in excess of costs reimbursable under Paragraph 20.3.

20.4.5 The damages and relief from termination by NOLS specifically provided in Article 20 shall be the Contractor's sole entitlement in the event of termination.

End of Section



Staff report

Meeting Date: July 26, 2018
To: Library Board of Trustees
From: Margaret Jakubcin, Library Director
Subject: Final Accounting for SQ Conceptual Planning

Topic/Issue:

Informational report providing fiscal accounting upon completion of Phase 2 of the Sequim Branch Expansion Project (Conceptual Planning/Schematic Design).

Background:

The Board allocated \$60,000 to undertake conceptual planning and associated community engagement activities in relation to this project, and authorized transfer of that amount to the Sequim Capital Project Account in April 14, 2014. Following customary and required Request for Proposal activities, the Board authorized award of contract to SHKS Architects on September 26, 2017. Project work was conducted from October 2017 to May 2018 and the final invoice was tendered and paid in June 2018.

Fiscal considerations.

The contract terms for the conceptual planning project included a fixed fee of \$56,500 for architectural project services, with a separate arrangement for reimbursement of travel expenses.

Contract Costs:

Architectural, Site Planning, MEP and Cost Estimating	\$48,200	
Community Engagement activities and materials	\$ 8,300	
Sub-Total (Fixed Fee for Architectural Project Services)		\$56,500
Reimbursable (travel) expenses	\$1,250	
TOTAL Contract Costs		\$57,750

Additional project costs were estimated as follows:

Display ads, printing, refreshments & supplies	\$1,250	
Contingency	\$1,000	
TOTAL Other Costs		\$2,250

The following table summarizes architectural expenditures for Phase 2.

SHKS Invoice

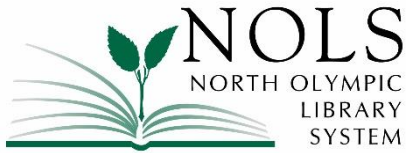
#/Date	Basic Services	Reimbursables	Total Payment
1 - 12/5/2017	\$16,950.00	\$75.33	\$17,025.33
2 - 1/8/2018	\$11,300.00	\$181.24	\$11,481.24
3 - 2/5/2018	\$7,600.00	\$0.00	\$7,600.00
4 - 3/5/2018	\$9,350.00	\$0.00	\$9,350.00
5 - 4/5/2018	\$5,650.00	\$0.00	\$5,650.00
6 - 5/4/2018	\$2,825.00	\$0.00	\$2,825.00
7 - 6/6/2018	\$2,825.00	\$125.26	\$2,950.26
Total Architectural	\$56,500.00	\$381.83	\$56,881.83

Expenditures for refreshments and other supplies to support the community/public events in November and December 2017 and May, 2018 totaled \$598.77, bringing the total project expenditures for Phase 2 to \$57,480.60.

Some of the remaining fund balance is likely to be expended by NOLS over the next few months, to print informational materials regarding the capital project. The current unspent balance in the Sequim Capital Project Account is \$2,753.32. This balance includes \$2,519.40 remaining from the \$60,000 budgeted by NOLS, plus some small gift donations received early in the project. As of 2018, donations toward the Sequim Capital project are being deposited to the recently designated Sequim Future Library Donations fund.

The Sequim Capital Budget account will remain open on the books for the time being. In the event the capital project is successfully funded in the November 2018 election, the Sequim Capital Project account will be the receiving/expending fund for the construction project.

Motion: No Board action is required.



Staff Report

To: Library Board of Trustees
From: Brian Phillips, Facilities Manager
Date: July 26, 2018
Subject: Approval of Resolution 18-07-07 Authorizing Disposal of Surplus Equipment and Furniture

Recommendation. That the Library Board of Trustees declare surplus and approve disposal of the following items:

Item	Quantity
office desk	1
cork board	1
medium rectangular table	1
gray computer table	2
fabric covered chair	2
computer extension card	56
computer memory	123
cables	222
keyboards and mice	62
switch, access point and firewall	20
computer and case	20
monitor	16
hot spot	1
nook	4

Policy considerations. Washington State law requires public agencies to dispose of public property at fair market value through auction, private sale, a broker, or agent, or through donation to defined agencies or organizations. This action is consistent with NOLS Policy 5.9 governing the library's disposal of property.

Financial implications. None.

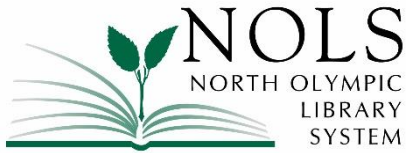
Discussion.

The desk was removed from the Sequim Library Manager's office and replaced with a more ergonomically designed desk. The cork board is in poor condition and has not been needed by NOLS for some time. The old computer tables were recently replaced by more easily height adjustable tables in the public area of the Port Angeles Library. The fabric chairs were removed from the Forks Library because they were worn and not often used. The rectangular table was

also removed from the Forks Library where it was not needed there or anywhere else by NOLS. The computer parts are either not working or obsolete.

Disposing of the unneeded items creates more room for storing items which are of more value to NOLS. Surplus items will be donated to local non-profit organizations specializing in repurposing used furniture and equipment. Non-reusable surplus computer equipment will be recycled.

Attachment: Resolution 18-07-07



Resolution 18-07-07
Library Board of Trustees
North Olympic Library System

Authorizing Disposal of Surplus Equipment and Furniture

Whereas, the North Olympic Library System has found that it no longer needs certain items of equipment and furniture; and

Whereas, the Library desires to dispose of in an appropriate manner:

Item	Quantity
office desk	1
cork board	1
medium rectangular table	1
gray computer table	2
fabric covered chair	2
computer extension card	56
computer memory	123
cables	222
keyboards and mice	62
switch, access point and firewall	20
computer and case	20
monitor	16
hot spot	1
nook	4

Now therefore be it resolved: To declare surplus and dispose of items listed above in a manner consistent with NOLS policy and state law.

To avoid any conflict of interest, real or perceived, Library staff, members of the Board of Trustees, and the immediate family members of staff and Board members are not permitted to purchase items that are removed from the Library's inventory.

Passed by the Board of Trustees of the North Olympic Library System at the regular meeting held this 24th day of July, 2018.

Chair

Trustee

Trustee

Trustee

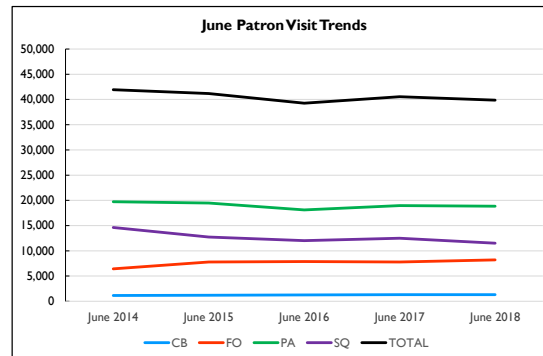
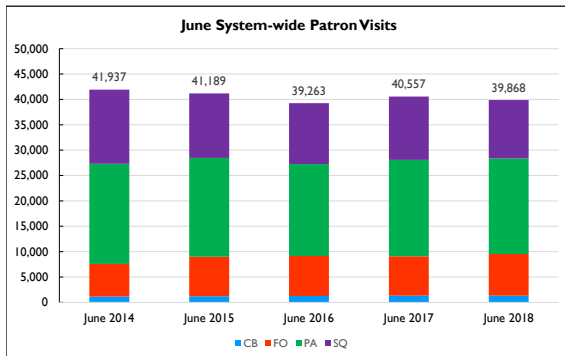
Trustee

Attested by:

Secretary to the Board

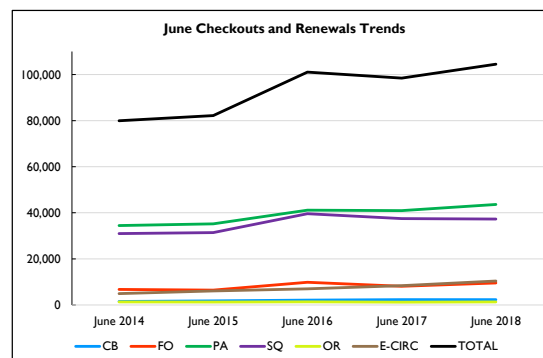
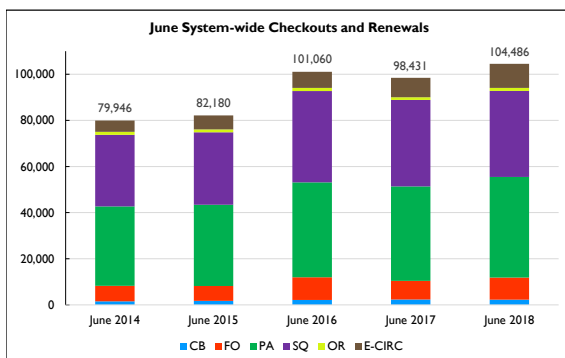
Patron Visits

	2018	% of System
PA	18,843	47.3%
SQ	11,511	28.9%
FO	8,202	20.6%
CB	1,312	3.3%
Total	39,868	100.0%



Checkouts & Renewals

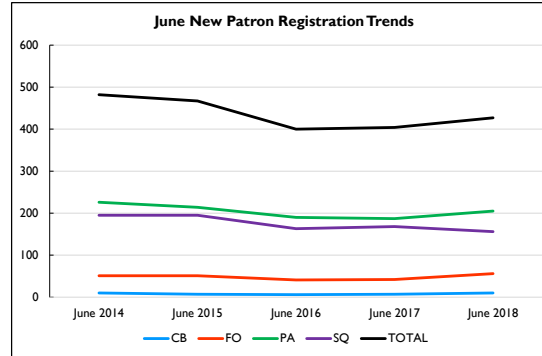
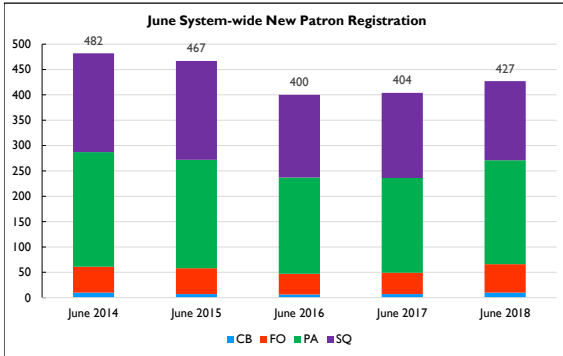
	2018	% of System
PA	43,610	41.7%
Self	48%	
SQ	37,316	35.7%
Self	51%	
FO	9,570	9.2%
Self	18%	
CB	2,273	2.2%
OR	1,320	1.3%
E Circ	10,397	10.0%
Total	104,486	100.0%



*Automatic renewals began in 2016

New Patron Registration

	2018	% of System
PA	205	48.0%
SQ	156	36.5%
FO	56	13.1%
CB	10	2.3%
Total	427	100.0%



Library Programs

	Programs/Attendees	% of System
PA	44/2363	36%/45%
SQ	43/2146	36%/41%
FO	30/690	25%/13%
CB	4/43	3%/1%
Total	121/5242	100%/100%

Computer Prints Made

	# of Prints	% of System
PA	5,287	46.6%
SQ	3,818	33.7%
FO	1,435	12.6%
CB	806	7.1%
Total	11,346	100.0%

Wi-Fi Access

System-wide Total	4,853
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Volunteers

	Volunteer Hours	# of Volunteers
PA	457.75	58
SQ	64.25	18
FO	107.75	8
CB	0	0
OR	25.25	4
NOLS	29.5	3
Total	685	91

Public Meetings

	Meetings/Attendees	% of System
PA	45/694	33%/47%
SQ	51/593	37%/40%
FO	39/173	28%/12%
CB	3/15	2%/1%
Total	138/1475	100%/100%

Public Computer Use

	# of Computer Hours	% of Total Available Hours in Use
PA	3,486	46.4%
SQ	1,568	51.3%
FO	1,075	40.0%
CB	100	10.5%
Total	6,229	43.8%

Website Visits

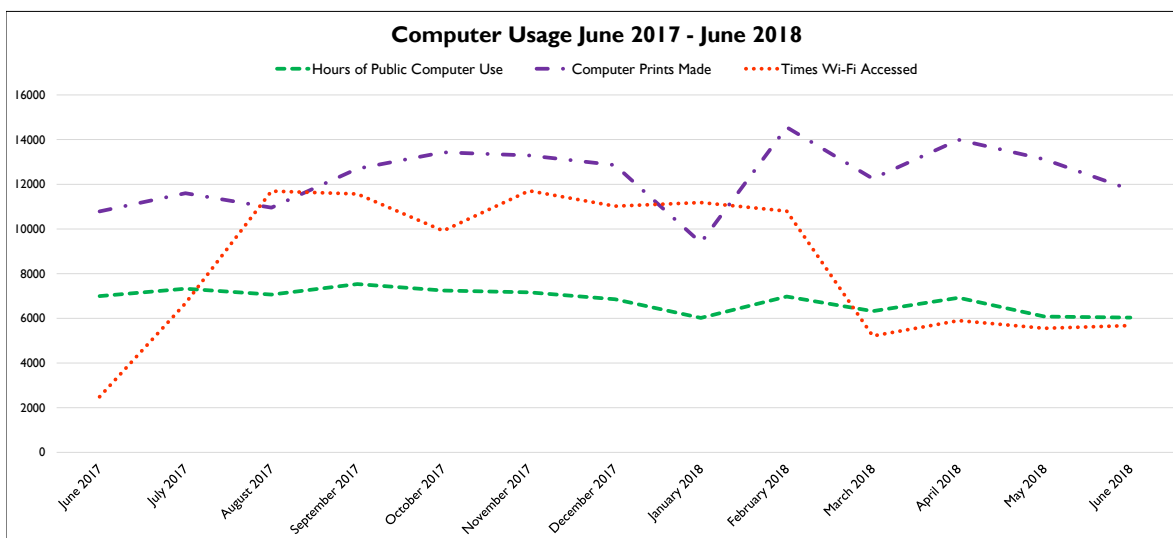
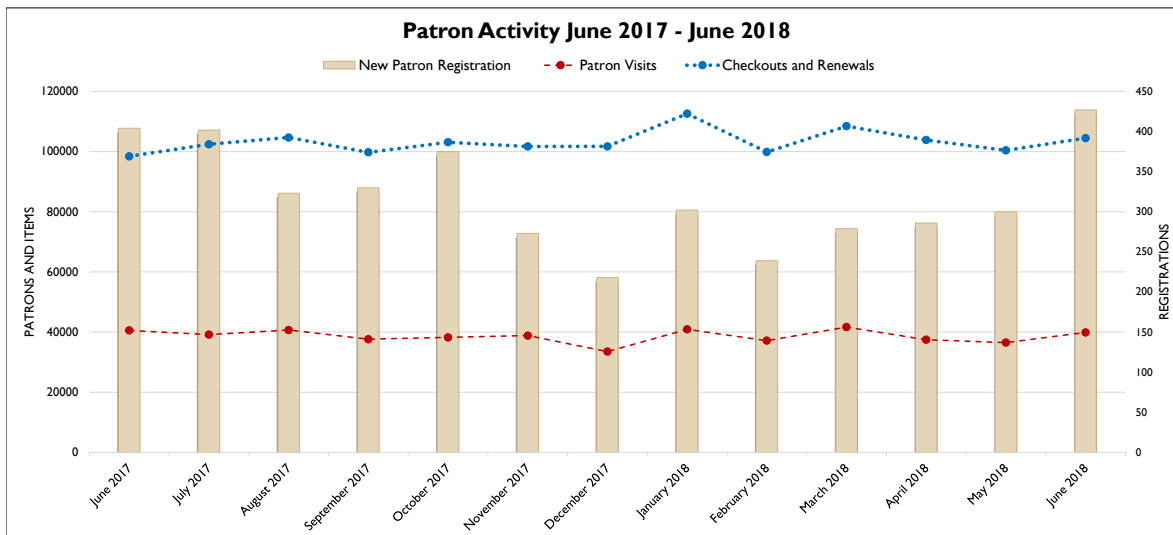
From outside the Library	14,954
From inside the Library	13,360
Avg. # of pages visited	2

Outreach Services

Deliveries to the Homebound	230
New Patrons w/ Delivery Services	8

Interlibrary Loan Services

Items borrowed from other libraries	138
Items loaned to other libraries	121



* In June 2017, a new system was put into place for tracking Wi-Fi access. The new system counts unique devices connected once every 24 hours regardless of how many times the device reconnects to the network. The old tracking system would count Wi-Fi sessions. Sessions had a lot more variance, in that even if the patron connected, returned to the library the next day or a few days later without connecting to another Wi-Fi network with their device, the session would only be counted once. The new system should paint a more accurate picture of Wi-Fi usage.

Significant Events During the Past 13 Months:

June 2017 - Summer Reading Program begins

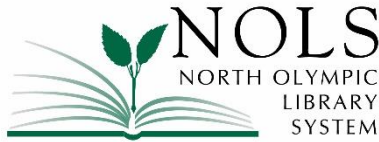
August 2017 - Nearly half of the public computers at the Port Angeles Main Library were unavailable during a two week renovation project.

October 2017 - All NOLS locations closed one day for staff training

November 2017 - The Sequim Branch Library's patron visit counter malfunctioned, resulting in an inaccurate count.

February-April 2018 - Tax Season

March 2018 - Large Print, Magazine and Reference collections unavailable at the Port Angeles Main Library during a two week renovation project.



Monthly Activity Report

To: Library Board of Trustees
From: Library Director and Management Staff
Date: July 1, 2018
Subject: Monthly activity report for June 2018

Port Angeles Main Library

Jina Felton, Port Angeles Operations Manager

Sporting rock star ensembles, Youth Services Librarian Jennifer Knight and Library Services Specialist Leslie Briggance took the show on the road to talk up the *Libraries Rock! Summer Reading Program*. By the start of Summer Reading on June 16, over 1,200 students from Roosevelt Elementary, Jefferson Elementary, Franklin Elementary, Dry Creek Elementary, Mount Angeles Head Start, Evergreen Head Start, and a crowd of baseball fans at a Lefties game had heard about the Summer Reading Program and were ready to read.



To assist with Summer Reading events, 19 teen leaders and 37 teen special event volunteers went through orientation in early June. The assistance provided by teen volunteers in setting up book displays, signing patrons up for the Summer Reading Program, and helping to manage large crowds during special events throughout the summer is very much appreciated.

Officially kicking off the 2018 Summer Reading Program, over 300 people attended the opening day celebrations featuring the Hands On Children's Museum of Olympia. Participants created kazoos, explored fossils, had Rumble-Bot races, and more.



The Jeff Evans Reading Magic Show was another big hit in June with nearly 200 in attendance. As always, he was very fun, engaging, and popular with all ages. And over 250 had fun making their own low-tech musical instruments with the Teen Volunteers and Washington State University Extension Office at the end of the month.

Adults also had fun later in the month with Rock the Library Music Trivia. Over 40 people showed up to match wits in 80's and 90's music trivia. The winning team, "Hot for Teacher," took home medallions, book bags, and a gift certificate to a local bookstore.



Other events occurring during the month of June included:

- Finding the Truth Among the Vapors: Community Education event – 5 attendees
- Finding the Truth Among the Vapors: Train-the-Trainer event – 5 attendees
- Evening with Authors Peter Donahue (*Three Sides Water*) and Scott Elliott (*Temple Grove*) – 17 attendees
- Second Tuesday Book Group reading *A Constellation of Vital Phenomena* by Anthony Marra – 7 attendees
- PALS Book Group reading *Anything is Possible* by Elizabeth Strout – 6 attendees
- Microsoft Office Specialist Certification Testing – 6 test takers passed 13 out of 16 exams taken
- Librarian Danielle Lepping and Library Services Specialist Cheryl Martin connected with more than 60 people at the Farmer's Market, nearly 20 of whom signed up for the Summer Reading Program

Librarians Sarah Morrison and Danielle Lepping also joined staff in Sequim to offer an open Tech-Know-logy session. They assisted participants in downloading the Libby or OverDrive apps and answered questions about Hoopla.

Sequim Branch Library

Emily Sly, Library Manager

Library visits to the elementary schools filled the first half of June, as staff spread the word about the Summer Reading Program to nearly every elementary student in the Sequim area. Youth Services Librarian Patti Swingle visited classrooms at Greywolf Elementary, Helen Haller Elementary, Olympic Peninsula Academy, and Five Acre School. Patti provided library info at the Greywolf Family Reading Breakfast on the last day of school.

On Summer Reading Program Kick-off Day, the library was busy all day with people ready to sign-up for the program. It's been great to see the enthusiasm for the fun summer events.

Port Angeles Youth Services staff have helped with programs in Sequim this summer, including the teen volunteer orientation, creating the summer volunteer schedule (a task with many continuously moving parts), and Storytime at the Farmers Market, during Patti's leave.



Jeff Evans is always a popular performer and has a fun way of encouraging kids to read, read, read! This year did not disappoint with his Reading Magic show.

The first Storytime on the Road was held at the Sequim Farmers Market. Although it was a wet June day, lots of families came out for storytime (held under the Civic Center building awning – so everyone stayed dry) and had fun with YS Librarian Jennifer Knight. NOLS also had a booth at the Market, with Summer Reading sign-ups and info about the Sequim Future Library Project.

Librarians Sarah Morrison and Danielle Lepping joined Sequim CSS staff Annie Brooker and Liz Duval in offering a Tech-Know-logy session, helping participants download Overdrive apps and answering questions about NOLS digital offerings.

The Sequim Branch hosted a First Friday Art Walk featuring the portraits of Pamela Hastings and music by Just in Tyme.

West End Branches (Forks and Clallam Bay)

Theresa Tetreau, Library Manager

Libraries Rock! and the West End branches proved it in June.

June 1st was an especially lively day for Youth Services Specialist Jennifer Lu' Becke who presented a series of ocean-themed programs to more than 100 kindergarteners and their chaperones at the Olympic Natural Resource Center's Kindergarten Nature Days in Forks. Since then, children who attended the event have been breaking into "The Whale" song whenever they spot Jennifer!

Later in the month Jennifer promoted the 2018 Summer Reading Program at schools in Forks, La Push, Clallam Bay and Neah Bay, reaching 273 students and teachers. Her visits inspired some side challenges between teachers and students. In Forks, a special treat awaits the group – teachers or students- who show up wearing the most purple SRP t-shirts on the first day of school in the fall. Clallam Bay teachers also challenged their students to out-read them during summer vacation.

Another highlight from Jennifer's month included attendance at a Book Bingo event for children and their families at the Neah Bay Elementary School. She promoted SRP activities, signed up 8 new patrons with library cards and taught 3 people how to download and use the Libby app on their mobile devices.

Promoting SRP far and wide really paid off as program attendance and sign-up numbers have been robust at both West End locations. In Forks, 78 people attended the opening day event-building pint-size planter boxes with Home Depot. Later in June, magician Jeff Evans drew in a crowd of 90 at the Forks branch. Thirteen pirates and mermaids enjoyed storytime in Clallam Bay. Led by Jennifer and Administrative Operations Assistant Shaina, the Harry Potter Escape Room challenge tested the logic skills and teamwork of 9 teens in Forks.

Another capable cadre of teens, the SRP teen volunteers, have also contributed to this year's reading program. From enrolling SRP participants, to assisting at programs, these helpers really rock!

Libraries Rock! took on a different meaning with the popular and beautiful display Christie created in Forks featuring the collection of local rock-hound Hollie Blankenship. Hollie's beach rocks have been an inspiration to wanna-be collectors and geologists.



Training was also on the June agenda. Theresa participated in a repeated session of the same Mental Health First Aid training for teens that Violette previously attended and recommended. Theresa also completed an online course specific to libraries about fostering empathy in challenging times. Both classes provided uplifting reminders about the difference library staff can make in people's lives.

Facilities Department

Brian Phillips, Facilities Manager

A Facilities position vacancy and several planned and unplanned absences put a strain on Facilities resources in June. Nonetheless, staff continued to chip away at various projects and tasks, doing an excellent job keeping up with the heavy workload!

Several outdoor projects slated for this summer are meeting with some challenges, mostly concerning the timing and order of events. For instance, plans to seal and stripe the parking lots at the Forks and Clallam Bay Libraries are on hold due to scheduling conflicts with other parking lot repairs needed at those locations. Other projects include a catch basin repair in Forks and the construction of a new sidewalk in Clallam Bay. Obviously, it's best to seal and stripe after those jobs are done so as not allow construction activities to damage the new sealing and striping. However, narrow windows of vendor availability on both projects have made scheduling the sealing and striping difficult. Should it appear that it is not possible to

achieve all parking lot-related projects before wet weather returns, restriping parking lot lines will be the priority. Staff will continue to monitor the situation throughout the summer.

Port Angeles Main Library: Removed hazard tree; started-up irrigation system; installed Reading Person sculpture; cleaned algae from skylights; installed flower baskets; repaired outdoor electrical outlets, spot cleaned carpets; repaired restroom door latch; replaced chair mats; installed new glider feet on chairs; oiled locks; dusted shelves; washed front entrance; swept parking lot; weeding and lawn care.

Sequim Library: Checked emergency lights and fire extinguishers; replaced overhead lights; repaired height adjustment mechanism on public service desk; spot cleaned chairs and carpets; deep cleaned restrooms; spread wood chips in landscape; and mowed lawn several times.

Forks Library: Replaced overhead light ballast; repaired Children's reading table.

Other: Replace Ford van alternator; installed decals on new car; Jonathan attended an All Staff Day Committee meeting; disposed of yard waste; staff participated in emergency evacuation drills; conducted vehicle orientation for new staff; recycled old light bulbs.

Outreach to Homebound Program

Jina Felton, Outreach Program Manager

During the month of June, 230 deliveries were made to homebound patrons and 8 new patrons registered for outreach services.

Information Technology (IT) Department

Gabe Kitts, IT Manager

The month of June was a productive one for the NOLS IT department. In addition to typical routine maintenance and troubleshooting tasks, the IT department welcomed Sarah Goff to the team as the new ITS3.

In June, IT continued to manage all website updates and ensured that the web server was running smoothly. The web team worked with pubcoms to develop and launch all of the content for the 2018 Summer Reading Program, which included the creation of a web portal and the posting of 37 separate events that will be featured during the summer. Along with the event updates, the team rearranged the story time page and worked with the Youth Services team to update the Kids & Teens page with information about the SRP. We also launched an SRP flipbook that is being used to interactively display the summer catalog.

NOLS welcomed a number of new employees in June and the IT team worked to get all of the new accounts set up. We also performed new staff technical orientations and introduced these employees to their work stations. For the public computers, we replaced a number of the USB/audio jacks and worked to resolve all hardware related issues, including the replacement of keyboards, mice, monitors, and troubleshooting with the multi-page scanner.

In June, the IT team solved a collection of web development questions in relation to the PAC and StaffNet. We also performed web training for Sarah, who is the newest member of the web team, and continued to provide training documentation on a number of web related topics. The IT team purchased a collection of USB-C to HDMI connectors to prepare for upcoming patron presentations.

Sarah Goff received training on several aspects of the IT department, including network structure and equipment. She accompanied IT staff to the Sequim and Forks libraries to meet staff and get familiar with each IT set up. She got familiar with NOLS policies and procedures and common IT troubleshooting tasks.

IT began configuring replacement software for our aged System Center Essentials, which provides Windows updates to all NOLS computers. Several Polaris reports were fine-tuned on request from Erin Shield, as well as unnecessary reports removed from the report library.

Technical Services Department

Erin Shield, Technical Services Manager

In June, Technical Services staff started laying the groundwork for the archival preservation and recataloging on local area maps and continued efforts with the Kellogg collection photographs. Special materials were ordered and a rough timeline was sketched out. Both of these projects will take some time to complete but should start prior to Fall.

1562 physical items were processed and available for customers in the month of June. In addition to the physical items, 1114 downloadable titles were added. 432 print items were repaired including 250 items that were recataloged. 128 media items were resurfaced or repaired to extend their lives. 261 items were donated and added to the collection.

Wendy worked 18 hours in Outreach during the month of June. Cindy spent 8 hours on Web Team responsibilities. Carol spent half hour on party committee. Erin attended a Polaris Team meeting, a Read It or Weep program meeting, and a Management Team meeting. She also met with two organizations who made large donations to the library – the Literacy Council (literacy materials) and Joyful Noise in Sequim (musical instruments for circulation.)

Volunteer Program

Theresa Tetreau, Volunteer Program Manager

We had 58 volunteers in PA, 18 in Sequim, 8 in Forks, 4 in Outreach and 3 in Technical Services, for a total of 684 system-wide volunteer hours. Yes, a whopping **684** total hours. A large team of teen volunteers contributed to the success of the Summer Reading Program by signing-up participants, assisting with programs and more. NOLS Volunteers rock!

Administrative Operations Department

Human Resources

Shaina Rajala, Administrative Operations Assistant

Recruitments:

- IT Specialist I (28 hpw) – IT
- Facilities Technician I (Forks) – FAC
- Customer Service Specialist I - SQ

New Hires:

- Sarah Goff – IT Specialist III – IT
- Mary Givins – YS Librarian I – PA

Separations:

- None

Financial Operations

John DeFrancisco, Financial Operations Manager

Accounting Statistics for June:

- 125 Vouchers
- 87 CC Transactions
- 4 Revolving Fund Checks
- 5 Payroll EFT
- 1 Department of Revenue EFT
- 64 Payroll Pays

Public Communications

Kate Radigan, Public Communications Coordinator

- 23 news releases were sent, including an *Off the Shelf* article
- Pubcoms were finalized for a few special programs of note including a county-wide grocery store scavenger hunt for parents and children, Backyard Scientist kits from the Burke Museum, *Listen Up* collecting stories on Library love, and July's Art Blastapalooza.
- Worked with Bryan and Noah to finalize the SRP landing page.
- Significant time was spent adding all SRP events to branch events pages (thank you Christie!), and proofread/edited by Kate.
- SRP kicked off with a bang, with branches seeing higher than ever sign-up numbers, possibly relating to marketing through direct mail, and undoubtedly due to all of the programming team's consistent hard work to plan for and pull off so many exciting events this summer (more SRP events systemwide this year than ever before!).

Assistant Director's Report

Noah Glaude, Assistant Director

Projects Noah worked on during the month of June included:

- KNKX's live broadcast of *All Things Considered* from the Port Angeles Library's Living Room. The radio station's broadcast was very popular, with at least 100 people stopping by during the three-hour broadcast. During the show, Danielle Lepping was interviewed about NOLS' *Listen Up!* oral history program.



- Summer Reading Program publicity and logistics
- Art Blastapalooza preparations, including the hoisting of the giant "Reading Person" sculpture created by local artists
- Training new Youth Services Librarian Mary Givins
- Meetings and work with:
 - All Staff Day Committee
 - PA Programming Team
 - Youth Services Team
 - Polaris Team
 - Management Team
 - Sequim Future Library Team

Director's Report

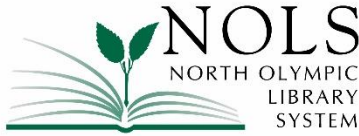
Margaret Jakubcin, Library Director

Margaret prepared for, participated in or led, and followed up after many meetings/events during June:

- Meeting with Commissioner Ozias
- All Staff Meeting
- KNKX Broadcast
- SQ project communications/planning meetings
- Blastapalooza planning meetings / Reading Person installations
- Board of County Commissioners meetings
- New Trustee Orientation
- Management Team
- NOLF
- Board of Trustees

Significant projects this month included:

- Blastapalooza planning
- Safe Deposit Box review and archiving project
- SQ Future Library – many, many, many facets
- Administrative, personnel, labor relations, and leadership business - as usual



Customer Comments

June/July, 2018

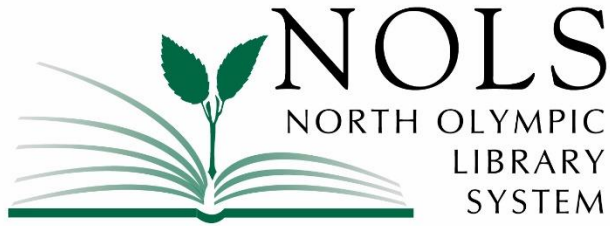
The following comments were received by the Library during June/July 2018. Where the customer requested a personal reply by phone or email, it was provided. Customer comments and responses are posted on the Library's website.

Received by e-mail

Comment: Suggestion - Any chance you could make the library hours easier to find on this website? Still haven't located the info, it's probably there but I'm not finding it...
Thank you!

Response: Info about library hours and locations can be accessed from the pull down menu immediately above the main photo banner on NOLS homepage (www.nols.org). If you're viewing the library website on a mobile device you need to click open the main menu. If you are using the library's online catalog (pac.nols.org) just click the logo to move over to the actual webpage.

It's always useful to receive feedback from folks who don't already know where to find things on the webpage, so if you have suggestions on how to improve access to this very basic and important information, please let us know.



Highlights from the 2018 Highlight Log (June 2018)

The Highlight Log provides an intranet location for NOLS staff to share uplifting anecdotes and patron comments. It was created in 2016 to provide an emotional counter-balance to the DE Log, which is used to track and document disruptive events in that occur in the library. It provides an interesting glimpse into community perceptions about the Library. The Highlight Log is shared with the Board on a bi-monthly basis. The following is a list of Highlights logged since the last report to the Board.

06/02/2018 Port Angeles

Three patrons came by the front desk to comment on the great LGBTQ reader's carousel display.

06/04/2018 Clallam Bay

A patron said that "The Broken Places" by Susan Perabo was the best book she ever read. She gave much thanks to me and the ILL team for tracking it down for her.

06/09/2018 Sequim

The Shape Note Singing School program was a rousing success with 28 voices ringing out loud. A non-participating patron said it was a great accompaniment to her studies in the library.

06/12/2018 Port Angeles

A patron said he had been to many libraries across the nation and ours is his favorite. He said we have the best library he's ever been to!

06/15/2018 Port Angeles

A patron came in looking for more Pride books. The patron really appreciated having such a great selection on display in the PA Living Room during the last two weeks and had found several new authors to enjoy.

06/16/2018 Port Angeles

A patron checked out a couple of books from the teen volunteer display. She raved about the display and the teens themselves, saying they are extremely helpful and were great with her little ones.

06/25/2018 NOLS

A patron posted on FB: Thank you so much to Port Angeles Public Library for hosting the author event last night! What a great way to kick off a summer of reading with two authors from the PNW.

06/25/2018 Port Angeles

While stocking the PA TOL, volunteer Margo has received many kind words from both visitors and locals. It turns out the TOL is especially popular with people waiting for the Coho ferry.

06/26/2018 Sequim

Patron collecting petition signatures outside commented that she and her cohort have experienced some of the most engaged interactions in front of the Sequim Library, with people who are willing to stop and talk.

06/27/2018 Port Angeles

A patron told me that she thought the Reading Person in the living room was “Wild!” and had made her day. She hopes that he’ll stick around.