

SNOHOMISH COUNTY 911 BOARD OF DIRECTORS
BOARD MEETING AGENDA
March 16, 2023 at 8:30 a.m.
Web Conference – Join Zoom Meeting

<https://us02web.zoom.us/j/86000466014?pwd=YWxBbE9HMIJuT2ZXMTYVU8rSnBkUT09>

Meeting ID: 860 0046 6014, Passcode: 195881
or dial +1 253 215 8782

Physical location: 1121 SE Everett Mall Way, Everett Police Department, South Precinct
Please note that most Board members and staff attend the meeting remotely. However,
pursuant to RCW 42.30, a physical location is also provided.

- 1. Call to Order**
 - A. Roll Call**
 - B. Announcements**
 - i. Introduction of SNO911’s new HR Director, Rosie Akopyan
 - ii. Chief Neuhoﬀ’s Retirement
- 2. Public Comments**
- 3. Approval of Agenda**
- 4. Consent Agenda**
 - A. Minutes from the February 16, 2023 Regular Board Meeting3**
 - B. February 2023 Blanket Voucher & Payroll Approval Form:**
 - i. Checks 1000 - 1005 and 17031 - 17158, for a total of \$984,301.68
 - ii. Payroll Direct Deposit, in the amount of \$1,240,507.30
- 5. Director’s Report**
- 6. Old Business**
 - A. Committee Vacancies [Future Facility & EESCS]**
 - B. APF - Increase to Authorized Dispatch Positions9**
 - C. APF- Organizational Health Needs Assessment11**
- 7. New Business**
 - A. APF - Lydig Construction Contract - Phase 1A21**
 - B. NTW - Resolution 2023-01.....100**
- 8. Reports**
 - A. Agency Report101**
 - B. Future Facility Project Update**
 - C. Radio Replacement Project (RRP).....105**

D. Police TAC.....	108
E. Fire TAC	111
9. Committee Reports	
A. Finance Committee.....	116
B. Personnel Committee	118
C. County EESCS Committee (formerly County E911 Office)	
D. County ECSF Program Advisory Board	
E. Future Facility	120
F. Board Technical Leadership (No meeting)	
10. Executive Session (if needed)	
11. Amendment to Executive Directors Employment Contract	
12. Good of the Order	
13. Adjourn - The next meeting is scheduled for April 20, 2023	

SNOHOMISH COUNTY 911 BOARD of DIRECTORS MEETING

February 16, 2023

Board Members & Management in Attendance	☒ Jon Nehring - President	Marysville	☒ Jonathan Ventura	Arlington Police
	☒ Dave DeMarco	Everett Fire	☐ Richard Emery	Mukilteo
	☒ Derek Daniels	South County Fire	☐ Pete Caw	Mntlk Terrace PD
	☒ Steve Guptill	SRFR	☒ Kurt Mills	SNO911
	☒ Darryl Neuhoff	Marysville Fire	☐ Terry Peterson	SNO911
	☒ Ryan Shaughnessy	Fire District 15	☒ Andie Burton	SNO911
	☒ Ian Huri	SCSO Undersheriff	☒ Marlin Herolaga	SNO911
	☒ Ken Klein	Snohomish County	☒ Wade Anderson	SNO911
	☒ Dan Templeman	Everett Police	☒ Howard Tucker	SNO911
	☐ Judy Tuohy	Everett	☒ Steve Lawlor	SNO911
	☒ Rod Sniffen	Edmonds Police	☒ Jordan Stephens	Legal Counsel
	☒ George Hurst	Lynnwood	☒ Christine Svihus	Legal Counsel
Alternate Board Members in Attendance	☒ Thad Hovis	South County Fire	☒ Jim Nelson	Lynnwood Police
	☒ Roy Waugh	SRFR	☒ Jim Lawless	Marysville Police
	☐ Chad Schmidt	Fire District 21	☒ Jenna Nand	Edmonds
	☐ Dara Salmon	Snohomish County	☒ Cheol Kang	Mukilteo Police
	☐ Scott Robertson	SCSO Bureau Chief	☒ Jeff Beazizo	Lake Stevens Police
	☐ Jeraud Irving	Everett Police	☐ Dale Kaemingk	Brier
	☐ Don Schwab	Everett		
Guests and Staff in Attendance	Riley McGinnis - Public citizen		Alicia Berget - SNO911 Public Meeting Site	
	Deb Whitford - SNO911		Tiffani Brown - SNO911	
	Ned VanderPol - Marysville Fire Chief		Sharon Brendle - SNO911 Notetaker	

AGENDA ITEMS	REPORTS & COMMENTS	ACTION OR FOLLOW-UP
1. Call to Order, Roll Call and Announcements	President Nehring called the meeting to order at 8:30. Roll was taken and a quorum was confirmed. - Director Mills introduced SNO911's new Administrative Assistant Tiffani Brown. - He also introduced and welcomed Jenna Nand to the Board as a new Alternate Board Member from Edmonds.	
2. Retirement Recognition	The board recognized Dispatch Supervisor Deb Whitford, who is retiring at the beginning of March after 30 years with the agency. She had started with SNOPAC in 1992. Director of Operations and Director Mills mentioned some of Ms. Whitford's accomplishments and they both, along with the board, thanked her for her service to the agency.	
3. Public Comments	None	
4. Approval of Agenda	The director asked to amend the agenda to remove the Surplus Furniture Disposal item from the Consent Agenda and place it as its own item under New Business, 7B. He also asked to add another item to the Agenda: 7H. Future Facility Site Visit Planning. <i>Deputy Chief Darryl Neuhoff moved to approve the agenda as amended. The motion was seconded by Commissioner Derek Daniels and approved unanimously.</i>	Amended agenda approved

5. Consent Agenda	Deputy Chief Neuhoff moved to approve the Consent Agenda, including: A. Minutes from the January 19, 2023 Regular Board Meeting; B. January 2023 Blanket Voucher and Payroll Approval Form: Checks 16943 - 17030, for a total of \$1,564,073.42; and Payroll Direct Deposit in the amount of \$1,144,253.59. The motion was seconded by Councilmember George Hurst and approved unanimously.	Consent Agenda Approved
6. Director's Report	Director Mills shared some ongoing conversations that are taking place in the county with regards to the expansion of the Nurseline. Currently, 911 uses Nurseline for low-acuity calls, but there is interest in expanding the program to what is being done in other cities, including Seattle. Seattle has divereted around 10% of their EMS call volume to Nurseline. Doing this would result in a material change to the way services are offered, but moving to the program would also allow Nurseline to spend more time with the caller than what the 911 dispatcher is capable of doing now. Nurseline could refer the caller to the appropriate care and help facilitate an appointment with a care provider that would take their insurance. They could also help with arranging transportation. He explained that they feel this would be a better level of care instead of only sending an ambulance where the patient would be transported to a hospital and may experience a lengthy wait before they can receive any care. He added that they are in the early stages of exploring this option, but will keep the board informed as discussions continue to progress.	
7. New Business	A. Committee Vacancy Announcements. Director Mills announced that with Councilmember Dave Teitzel leaving the board, there is a vacancy on the Future Facility Committee. Also, Assistant Chief Steve Guptill will be retiring soon, which leaves a vacancy on the EESCS (formerly E911) Committee. Anyone that is interested in serving on either of the committees should email the director. B. Surplus Furniture Disposal. Steve Lawlor, SNO911's Business Unit Manager, spoke about all the furniture that was left behind when the new building was purchased. He outlined the process they are following in order to properly dispose of it: declare the furniture as surplus; offering it to any of their member agencies; conduct an online auction in place; solicit bids for removal; and transport the remaining furniture to the Department of Enterprise Services in Tukwila. Deputy Chief Neuhoff moved to declare as surplus the list of furniture in Exhibits A through E, and authorize the transfer of any of the remaining surplus furniture to any interested SNO911 member agency. The motion was seconded by Councilmember Hurst and approved unanimously. Deputy Chief Neuhoff moved to authorize the Executive Director and his designees to dispose of the surplus furniture according to the State policy and through the methods listed in steps 2 through 4 as needed, not to exceed the cost of \$35,000. The motion was seconded by Councilmember Hurst and approved unanimously.	Motion Approved Motion Approved

	will be furnished from current stock on hand, while larger amounts will need to be ordered immediately from Motorola. Asked what a portable radio would cost, Manager Lawlor explained that they are about \$6500 for the non-hazloc version, and \$7500 for those that are. Manager Tucker also added that an inventory will be maintained with minimal stock in the future to loan out as needed to cover repairs, but they don't intend to have enough stock to cover fleet expansion. Director Mills responded to a question on whether the number of fleet expansion is a typical number. He explained that the project is still trying to determine that number, and they don't think there are any more needed that didn't get included in the original count. <i>Deputy Chief Neuhoff moved to authorize staff to move forward with the SCSO Park Rangers, Mill Creek PD, Monroe PD, Tulalip Bay Fire, North County Fire, and Everett Fire fleet expansion requests to be provided with equipment from current overstock of mobile radios. The motion was seconded by Councilmember Hurst and approved, with Chief Dave DeMarco abstaining.</i> <i>Deputy Chief Neuhoff moved to authorize staff to move forward with the 1/19/22 Task Force, 1/12/23 South County Fire, and the Edmonds PD fleet expansion request to be funded from Fund 140. The motion was seconded by Councilmember Hurst and approved, with Assistant Chief Rod Sniffen and Commissioner Derek Daniels abstaining.</i> G. 2022 Year End Budget Activities. Director Mills explained that this relates to the end of the year carryover as well as the additional revenue from the E911 excise tax. He provided the board with the current fiscal policy and provided background on all the items proposed. He added that they heard the feedback from board on the capital fund issue. Last week the finance committee discussed how to best fund the capital fund, and staff was tasked with gathering some historical data so the committee can determine the best path forward to recommend to the board. Chief Templeman also asked that if the Capital Fund was budgeted annually, which may result in an increase in assessments, that the board consider applying any underspend to future assessment relief the following year. <i>Deputy Chief Neuhoff moved to authorized moving \$1,089,921 of Operating Budget Underspend into Capital Fund 80 for capital needs of the agency. The motion was seconded by Councilmember Hurst and approved unanimously.</i> <i>Deputy Chief Neuhoff moved to authorize moving \$655,000 of Operating Budget Underspend into General Reserve Fund 70 in support of the dispatcher staffing request (Resolution 2022-05) anticipated for later this year. The motion was seconded by Councilmember Hurst and approved unanimously.</i> <i>Deputy Chief Neuhoff moved to authorized moving \$40,000 of Operating Budget Underspend into FY2023 Operating Budget to support a contracted PIO service pilot to support SNO911's public information and</i>	Motion Approved Motion Approved Motion Approved Motion Approved Motion Approved
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	education. The motion was seconded by Councilmember Hurst and approved unanimously. Deputy Chief Neuhoﬀ moved to authorized moving \$775,203 of additional E911 tax into Capital Fund 80 and designate it for CP-031: Facility Infrastructure Reserve to begin saving for unplanned large facility needs in the new building once it's fully occupied. The motion was seconded by Councilmember Hurst and approved unanimously. H. Future Facility Site Visit Planning. Director Mills reported that the topic has been discussed by the Future Facility Committee. He explained that there is value in visiting other sites to see existing communication centers. The committee has already visited South Sound and Valley Comm, and there is interest in doing a couple of out of state visits to both San Antonio and Minneapolis. The director proposes having staff from the dispatch center and 1 or 2 representatives from the Future Facility Committee visit those sites in April. Funding would come out of Future Facility Funds, and not out of Operating. He is looking for support to send 10-12 people from the agency, along with representatives from OAC and Lydig. He hopes to start booking now, and would come back next month with a summary of expenses. There were no objections raised on moving forward with visiting out of state sites.	Motion Approved
8. Reports	A. Agency Reports. Director of Operations pointed out the tables that showed the changes in call volume between the last two years. She also reported on the implementation of ASAP to PSAP, which is a direct connection between alarm monitoring companies and the computer aided dispatching system. She added that 18% of the alarms from January 31st to last Monday were coming through the new interface. B. Future Facility Project. Nothing to report. C. Radio Replacement Project (RRP) Update. Nothing additional to report. D. Police TAC. Nothing additional to report. E. Fire TAC. Director Mills reported that they met the day before and discussed Nurseline and operational changes to make sure everyone is prepared for major events. Director Burton added that they also presented a first draft of a county-wide dashboard that SNO911 Data Analyst Brittney Martens has been working on that will show wait time at hospitals. They plan on taking the positive feedback received and will make the changes proposed.	
9. Committee Reports	A. Finance Committee. The Director of Finance Wade Anderson reported that the agency made some changes to the financial reports that will provide the information in a more streamlined format, while removing duplicated references. He received favorable responses from the board on this new format. B. Personnel Committee. Councilmember Hurst reported that the committee met and discussed the PIO matter and the Fire Consortium RFP. He shared that the center staffing strength is now in the 70 percent range, but recruitment continues.	

	Director Mills added that they are exploring holding an annual awards banquet. More on that will be shared with the board. C. County EESCS Committee. No meeting. D. County ECSF Program Advisory Board. No report. E. Future Facility Committee. No meeting. F. Board Technical Leadership. No meeting.	
10. Executive Session	Attorney Jordan Stephens moved the SNO911 Board of Directors into Executive Session at 9:44 a.m. pursuant to: ▪ RCW 42.30.110(1)(i) to discuss with legal counsel representing the agency matters relating to legal risks of a proposed action or current practice that the agency has identified, as public discussion of the legal risks is likely to result in adverse legal or financial consequences to the agency. ▪ RCW 42.30.110(1)(g) to review the performance of a public employee. The Executive Session was expected to last 20 minutes, with a planned conclusion at 10:04. They expected that at the conclusion of the Executive Session, the board will adjourn the meeting with no related announcements or actions taken. ▪ At 10:04 the Executive session was extened for 15 minutes; ▪ At 10:19 the Executive Session was extended for 10 minutes; ▪ At 10:29 the Executive Session was extended for 20 minutes; ▪ At 10:49 the Executive Session was extended for 15 minutes; ▪ At 11:04 the Executive Session was extended for 15 minutes.	
11. Good of the Order	None	
12. Adjourned	The Executive Session concluded at 11:19 and President Nehring returned the board to Regular Session without action. The meeting was adjourned at 11:22. The next regular meeting is scheduled for March 16, 2023, at 8:30 a.m.	



Action Proposal Form

Date: 3/7/2023

Title: Authorization to Increase Dispatcher Headcount

Background / Purpose:

The agency has effectively increased our authorized dispatchers to 93.2% of the 103 positions. We have reached the point of requesting an increase of authorized dispatch positions from 103 to 109 which is part of a two-year effort to hire, train, and retain 9-1-1 staff in support of the Dispatcher Engagement Initiative. The agency is only down 7 today and staff is seeking authorization to hire 7 or more for the May or later academy.

This authorization will allow us to draw from General Reserves Fund 90 this year as necessary to fund these positions. The funding will not be moved into Operating until such time as the Finance Director feels appropriate and will report this to the committee and Board.

The fully encumbered annual cost for 6 dispatchers is \$655,000 which will be included in the 2024 budget. There will be an opportunity to consider a "smoothing" process to lessen the initial impacts to assessments using reserves.

This was discussed as consistent with the Board Direction from 2022 and support by the committee.

Suggested Action/Recommendation:

Authorization to increase authorized dispatcher headcount from 103 to 109.

Fund: General Reserves Fund 90

References: Resolution 2022-05

Snohomish County 911 - Staffing Report

3/13/2023

Full-Time Dispatchers		
<i>Legacy Employees = Hired before 12/1/2017..... New Hire Employees = Hired on/after 12/1/2017</i>		
Job Title:	Status:	Current #
Trainee Dispatcher	New Hire who has not completed a 2nd discipline yet	19
Trainee Dispatcher 2	New Hire-Completed training in 2 of the 3 required disciplines	11
Police Dispatcher	Legacy: Only trained in CT and Police Dispatch	3
Fire Dispatcher	Legacy: Only trained in CT and Fire Dispatch	3
Cross-Trained Trainee	Trained in 2 disciplines, and currently in-training for the 3rd	1
Cross-Trained Dispatcher	Fully cross-trained in CT, Police, and Fire	58
Total:		95

Represented Staff (Dispatchers & Sups):

Approved Full-Time Positions:	119
Filled Full-Time Positions:	108
Vacant Full-Time Positions:	11

Appointive Staff:

Approved Full-Time Positions (permanent):	44
Filled Full-Time Positions (permanent):	44
Vacant Full-Time Positions (permanent):	0
Approved Contract Positions:	2
Filled Contract Positions:	2
Vacant Contract Positions:	0

Approved Dispatch Staffing Level - (including trainees)	92.2%
Center Staffing Strength - (excludes trainees and LOA's)	77.1%

Long-Term LOA's (dispatchers only). <i>Includes trainees, but excludes relief dispatchers.</i>	-2
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Total Number of SNO911 Employees	161
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This includes full-time, part-time, relief, & contract positions (combined)

Full-Time Dispatchers	
Approved Full-Time Positions:	103
Filled Full-Time Positions:	95
Filled Relief Positions:	-7
Full-Time Vacancies:	8
Dispatch Supervisors	
Approved Full-Time Positions:	16
Filled Full-Time Positions:	13
Vacant Full-Time Positions:	3
Senior Leadership	
Approved Full-Time Positions:	6
Filled Full-Time Positions:	6
Vacant Full-Time Positions:	0
Operations	
Approved Full-Time Positions:	5
Filled Full-Time Positions:	5
Vacant Full-Time Positions:	0
Finance/HR/Records/Admin Assts.	
Approved Full-Time Positions:	12
Filled Full-Time Positions:	12
Vacant Full-Time Positions:	0
Tech/Radio	
Approved Full-Time Positions (permanent):	21
Filled Full-Time Positions (permanent):	21
Vacant Full-Time Positions (permanent):	0
Approved Contract Positions:	2
Filled Contract Positions:	2
Vacant Contract Positions:	0

Recruitment Status

Candidates Awaiting:

PST Dispatchers Exam	0	Next PST test is scheduled for March 16
CritiCall Test Invitations - February	171	Tests sent out for May Academy
CritiCall Test Completions - February	43	20 Achieved Passing Scores
Interview	8	Interviewing for May / July academy
Polygraph Exam	1	Scheduled for polygraph examination or awaiting results
Currently in background check	10	Currently in process of completing background check with PST
Psyche Exam and/or Drug/Hearing Test	1	Background complete. Now awaiting psyche exam and/or drug and hearing tests
Onboarding/Orientation	0	Final offers signed. Hiring process complete; just awaiting start date now.
YTD Dispatch Trainees Hired	12	

Employment Separations

YTD Full Separations from Agency:	7
YTD Changes from F/T to Relief Status:	0

Appointive Staff (Trainees):	0	Dispatch & Sups (Trainees):	2
Accepted New Job	0	Accepted New Job (not w/911)	0
Death of Employee	0	Accepted New Job (w/911 agency)	0
Involuntary Term	0	Death of Employee	0
Medical	0	Involuntary Term	0
Relocation	0	Medical	1
Retirement	0	Relocation	0
End of Contract	0	Retirement	0
Voluntary Opt-Out	0	Voluntary Opt-Out	1

Appointive Staff (Non-Trainees):	0	Dispatch & Sups (Non-Trainees):	5
Accepted New Job	0	Accepted New Job (not w/911)	2
Death of Employee	0	Accepted New Job (w/911 agency)	0
Involuntary Term	0	Involuntary Term	0
Medical	0	Medical	0
Personal	0	Personal	1
Relocation	0	Relocation	1
Retirement	0	Retirement	1
End of Contract	0	Death of Employee	0



Action Proposal Form

Date: 3/13/2023

Title: Organizational Needs Assessment

Background / Purpose:

Five years ago, shortly after the SNOPAC/SNOCOM consolidation an agency wide employee survey was conducted to identify areas of focus for the new agency.

The Board and Sr. Leadership desire to engage with a consultant to conduct an updated survey and other work focused on organizational health and culture.

A preliminary proposal was developed however it is expected to evolve but the scope and should be adequate to achieve the intent of measuring and recalibrating in conjunction with other efforts within the agency.

Suggested Action/Recommendation:

Authorize engagement on the Organizational Needs Assessment and Survey in an amount not to exceed \$32,000.

Fund: Operating Fund 70

References: Nash Consulting Proposal



Organizational Health Needs Assessment

Scope of work prepared for

Snohomish County 911

February 20th, 2023

Ethan@nashconsulting.com

509.630.0841

[Website](#) | [LinkedIn](#) | [Facebook](#) | [Podcast](#) | [Blog](#)

Project Outline

We are submitting our proposal to provide Snohomish County 911 with a partner in designing, conducting, and assessing an organizational health needs assessment.

We believe we are uniquely qualified to provide this important service based on:

- Our over 25 years of experience serving private and public sector organizations
- Our proven outcomes
- Our team of skilled consultants
- Our evidence-based action-research cycle process and data collection methods
- Our successful organizational development strategies

Over the years, we have partnered with many public agencies. Some of our more recent clients include:

- Central Pierce Fire & Rescue
- Puget Sound Regional Fire Authority
- City of Seattle, Office of Police Accountability
- Duvall Fire District #45
- Central Oregon Interagency Dispatch Center
- Renton Regional Fire Authority

The objective is to collect data from Snohomish County 911 employees in order to provide feedback to the leadership team on their cultural strengths, opportunities for improvement, morale and engagement levels, employee satisfaction, and other useful information that arises. The goal of this process is to assist Snohomish County 911 in understanding its needs and opportunities to further build a healthy organizational culture, improve the work environment, and resolve other organizational challenges.

There are several different ways to map out the process – it would be in our initial planning session with Snohomish County 911 executive leadership that we would make decisions as to which components to include, the order of events, and more.

A) Planning Meeting with Senior Leaders

Our first interaction is a 2-hour meeting in which we work with your leadership team to gain clarity on the ideal outcomes of the needs assessment. Topics may include:

- What are the key areas you'd like insight into, and how do you define "success" in this project?
- What are the organizational challenges (i.e., turnover, morale, productivity) you are trying to solve, why do you want to solve them, and how will you know when they are solved?
- What is currently known about what is causing the challenges?
- How to establish effective sponsorship for the needs assessment process throughout the organization.
- Establishing the plan of action and next steps for the data collection process.

B) Data Collection

Review of Existing Data

The data collection process starts by reviewing any existing and relevant data relating to the central goals of the needs assessment. This could include exit-interview, previous survey or interview data, policies and procedures, and more.

Organizational Health Survey

Following the planning meeting, your Nash Consulting partner will design (in collaboration with the leadership team) and implement an online and confidential organizational health survey to understand the strengths, opportunities, and needs of the Snohomish County 911 culture.

The goal is to collect data from *all* employees (using our Engagement & Leadership Excellence survey or a custom-designed survey) in order to gain insights into morale and engagement levels, the effectiveness of the leadership team, and what may be contributing to the organizational challenges that were defined in the planning meeting. The survey topics may include:

- Relationship with one's manager
- Giving and receiving feedback
- Workplace negativity and gossip
- Respectful attitudes and working relationships
- Teamwork
- Follow-through and accountability
- Email and interpersonal communication
- Effectiveness of policy and procedures
- Effectiveness of team meetings
- Job and role clarity
- Lines of communication
- Problem management
- Trust and respect
- Recognition and thanks

Note: As an option, we offer a follow-up evaluation survey to be conducted approximately one year after the conclusion of the initial assessment work. This allows your organization to measure the progress, growth, and sustainability of its overall efforts at improvement and highlights areas that need additional or continuous attention on your journey toward excellence.

Interviews

Following the survey data collection process, your Nash Consulting partners will begin a series of deep-dive, confidential, one-on-one interviews (approximately 30 minutes) with each member of the organization (or a representative sample) for the purpose of further exploring the information discovered in the survey. The goal is to learn more about the organization and understand the organization's strengths, gaps, growth opportunities, various leadership and behavior styles perceived across the team, morale and engagement levels, behavior patterns, and team dynamics.

Focus Groups (Optional)

Conducting focus groups as a third step in the data collection process allows us to simultaneously dig further into key themes discovered in the prior data collection and invite participants to generate collaborative ideas on the most critical area of opportunity for the Snohomish County 911 culture. The focus groups are conducted in a manner that does not reveal any confidential information discovered in the prior data collection.

Data Analysis and Report

Using evidence-based practices, your consulting partner will triangulate and analyze the data and generate a detailed report on the overall data collection results, including our initial recommendations for any next steps. The report will be shared with the senior sponsor(s) during a meeting in order to plan for the subsequent data analysis and planning workshop.

C) Data Analysis and Action Planning Workshop

Your Nash Consulting partner will spend a day partnering with your leadership team to analyze the results of the data collection process. This is a collaborative effort in which we will discuss the data and brainstorm on what the results mean in terms of root causes, solutions, the priority of solutions, and how to measure and evaluate the impact of potential solutions. The goal of this workshop is to create action plans for implementing the solutions and design a communication plan to bring this information to the rest of the organization.

Based on the results of the action planning workshop, specific recommendations may include: (This is not an all-inclusive list of possible solutions.)

- One-on-one coaching with identified individuals to help them repair trust, lead a cohesive and engaged team, solve specific workplace issues, etc. (See our coaching option and philosophy below.)
- A "Common Commitments" process in which the consultant helps specific departments/teams learn best-practice skills and behaviors that lead to a positive and professional workplace environment and form commitments for how the group will work with each other in a healthy manner.
- Leadership development for all people-leaders in the department to help them get on the same page regarding best-practice leadership and management skills that lead to high morale, engagement, trust, psychological safety, productivity, and more.
- Third-party conflict resolution to help parties restore trust and respect, improve professionalism, and resolve long-standing patterns of conflict in order to equip the parties for a successful working relationship.

Note: These potential interventions are not included in this proposal. Nash Consulting will create a separate proposal for the agreed-upon interventions following the initial assessment process.

contributors with several months of ongoing coaching as desired or as needs arise. Often teams find that providing coaching for identified individuals on the team, especially the top-level sponsor, can make the difference in terms of implementing the specific solutions, behavior change, application of solutions, sustainability, and overall group progress. The general format for coaching is as follows:

Coaching activities will include:

- Partnering for four to six months with up to three coaching sessions each month
- Work together to build strong, healthy work relationships, including work in such areas as building trust, giving and receiving feedback, a commitment to continuous improvement, and more
- Work together on advanced management/leadership skills, situational coaching, personal development, emotional IQ work, and more
- Situational coaching – think of this as an “on-call coach” for needs that arise. Phone calls, emails, conversations between scheduled sessions – it’s all part of the deal
- Coach-generated data/feedback from team members (180-degree interviews) *Extra fees apply*

With one-on-one coaching leaders can:

- Get personalized, real-time support from a trusted advocate and expert who guides your personal growth and development in tangible, practical ways
- Learn to communicate in a manner that builds trust and respect, reduces defensiveness, allows you to both be heard and hear others, and gets better results from employees
- Learn about emotional intelligence and discover new ways to improve both your internal experiences and your external reactions
- Learn mindfulness practices to help you bring your best self to all situations
- Increase your organization's productivity and performance by reducing resistance and developing better employee engagement, buy-in, and ownership

+ Our Coaching Philosophy

+ References

+ Our Consultants

Full-day workshops and meetings	<i>1-2 days</i>	<i>\$5,400</i>
	<i>3-4 days</i>	<i>\$5,200</i>
	<i>5+ days</i>	<i>\$4,900</i>
Half-day workshops and meetings	<i>1-2 half-days</i>	<i>\$3,700</i>
	<i>3-4 half-days</i>	<i>\$3,500</i>
	<i>5+ half-days</i>	<i>\$3,300</i>
Initial Organizational Assessment Survey		\$3,000
Follow-up Survey		\$1,000
Individual interviews (including interview data sorting and analysis)		\$420/person
Direct client hourly work (phone/virtual meetings)		\$390/hour
Non-direct client hourly work (report writing)		\$160/hour

Estimate for Snohomish County 911

Travel and other expenses:

Per diem for meals: We charge a per diem for all full day engagements based on the standard federal daily GSA rate (currently at \$59) and 60% of that for half-day engagements (currently \$35).

Other travel expenses: Depending on travel time and distance for the consultant(s) you're partnered with, travel expenses may include mileage (at the current federal rate), airfare, hotels, ground transportation, parking, and a meal per diem for non-training travel days.

Cancellation/missed appointment policy:

100% of the fees associated with any half or full-day will still be billed to the client if the engagement is canceled with less than a seven-day notice, even if that specific day is rescheduled.

If the client does not show up to a scheduled appointment (i.e. a missed interview or meeting time that was scheduled in advance), Nash Consulting will still bill the client for that missed session. If the client cannot make it to a scheduled appointment, they should let their Nash Consulting partner know at least 12 hours in advance to avoid being billed for it.

Exceptions to this policy due to extenuating circumstances can be (and often are) made on a case-by-case basis.

Other Notes:

- These costs do not include printing or any agency-internal costs.
- Hourly/daily rates will apply for additional sessions/meetings.
- Your Nash Consulting partner will not exceed the estimate without seeking prior approval.

Needs Assessment <i>(Estimate valid for 90 days)</i>			SUBTOTAL \$31,895.00
Description	Item	Quantity	Price
Planning meeting with senior leaders	\$390.00	4 Hours	\$1,560.00
Logistical conversations and miscellaneous planning calls			
Survey design and implementation	\$3,000.00	1 Survey	\$3,000.00
Follow-up survey (remeasurement)	\$1,000.00	1 Survey	\$1,000.00
Interviews (estimate for 40 people)	\$420.00	40 People	\$16,800.00
Focus groups (estimate for 5 groups of 5 people)	\$390.00	5 Hours	\$1,950.00
Data analysis and report writing	\$160.00	10 Hours	\$1,600.00
Feedback meeting with leadership team	\$390.00	1.5 Hours	\$585.00
Data analysis and planning workshop	\$5,400.00	1 Day	\$5,400.00
☐ One-on-One Coaching (4 Months)	\$6,000.00	1 Contract	\$6,000.00
☐ One-on-One Coaching (6 Months)	\$8,000.00	1 Contract	\$8,000.00

Total \$31,895.00

+ Terms & Conditions

Ready to move forward?

Click below to accept the terms and conditions.

Accept

Next Steps

Thank you for taking the time to review this scope of work. Please reach out to us with any questions, comments or suggestions.

Ethan Nash

Ethan@nashconsulting.com

(509) 630-0841

nashconsulting.com



Action Proposal Form

Date: 3/6/2023

Title: Future Facility PDB Phase 1A Contract

Background / Purpose:

Upon completion of a competitive bid process, the Progressive Design Build (PDB) finalist of Lydig (w/RDC & SHKS) was selected and contract negotiations began. We authorized a Limited Notice to Proceed (LNTP) not to exceed \$25,000 that allowed some pre-design, pre-construction and planning to commence immediately.

This proposal is for Architectural/Engineering (A/E) services to proceed with design documents through 50% Schematic Design, as well as continue to provide preconstruction services with budgeting, logistics, schedule, and procurement. We are anticipating this Phase 1A duration to be approximately 22 weeks beginning with a tentative contract approval date of March 16, 2023.

This proposal is inline with the Fee Schedule and has been reviewed by the Owner's Rep (OAC) and will undergo a final legal review.

Suggested Action/Recommendation:

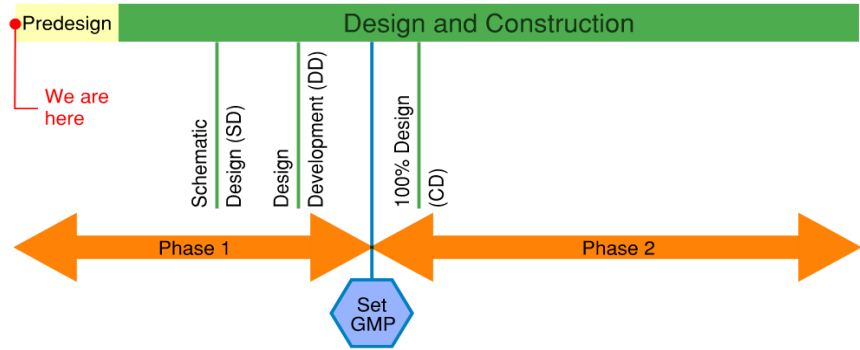
Approve the Executive Director to authorize the Lydig contract for an amount not to exceed \$1,300,686 pending final legal review.

Fund: Future Facility Fund 150

References: Contract with Lydig Proposal, OAC Project Dashboard.

PROJECT STATUS
REPORT Monthly Update | March 2023

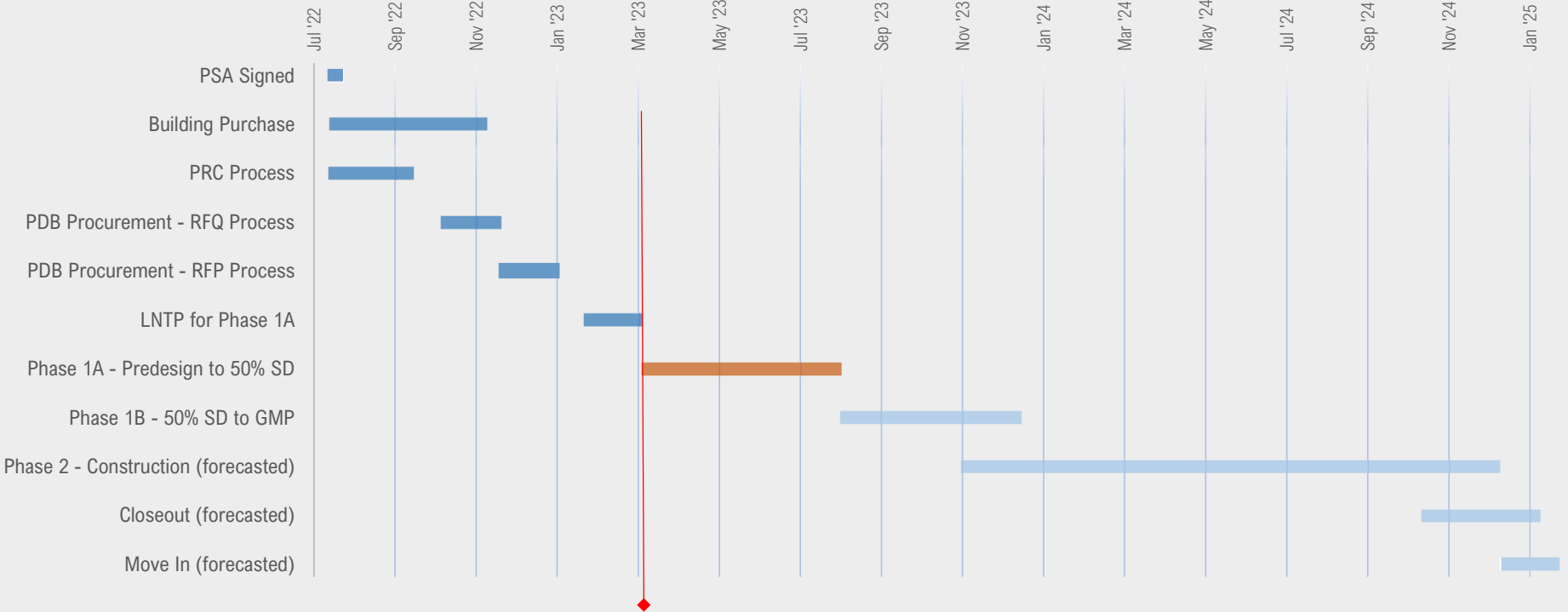
Progressive Design-Build Process



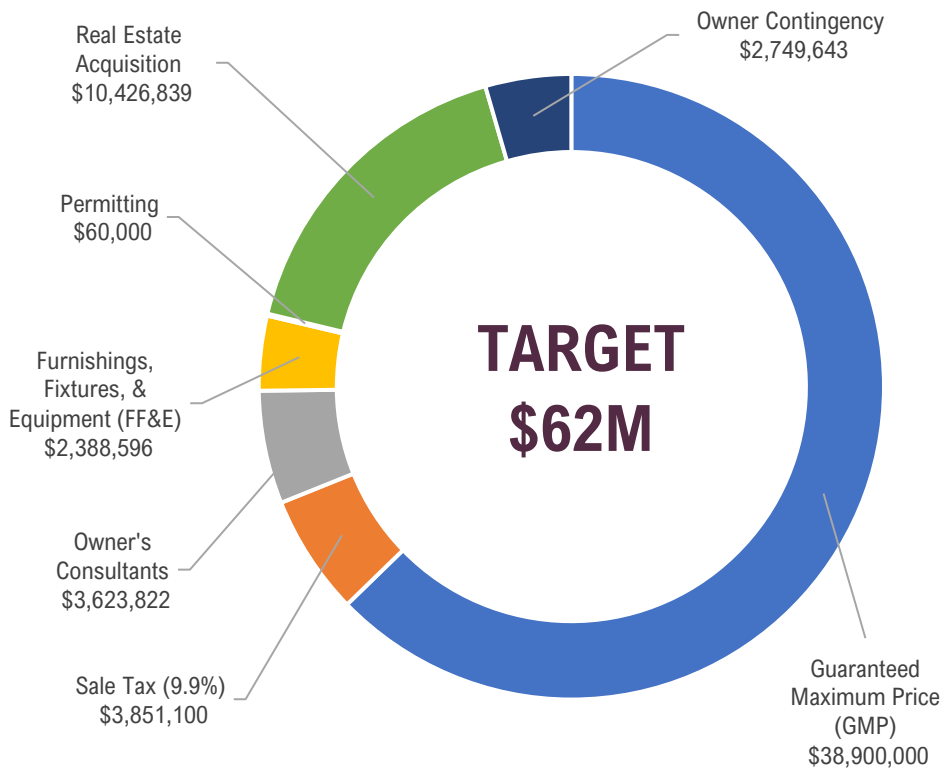
Terminology

- GMP - Guaranteed Maximum Price: Max price paid for design & construction.
- LNTN - Limited Notice to Proceed: A written notice from Owner to proceed with the Work prior to a Contract.
- PDB - Progressive Design-Build: A project delivery method that facilitates involvement of the design-build team during the earliest stages of the owner's project development.
- SD - Schematic Design: Early design that develops graphic and written conceptual design solutions for owner approval.
- TVD: Target Value Design - A management practice that drives the design and construction to deliver customer values within project constraints.

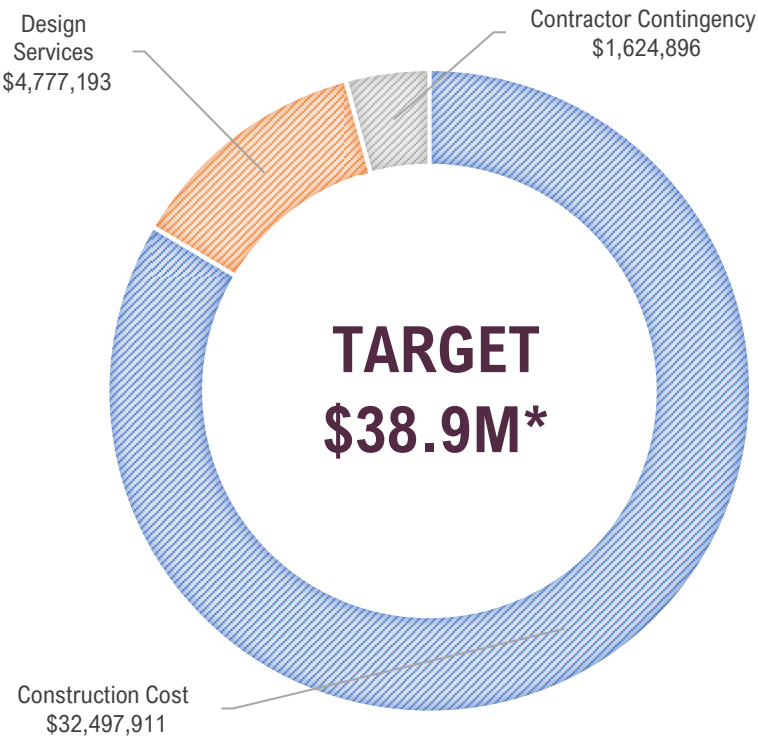
WHERE ARE WE IN THE SCHEDULE?



PROJECT BUDGET



GMP BUDGET



*excluding sales tax

PROJECT SPENDING SUMMARY

Item	Budget	Encumbered	Spent to Date	Remaining
Guaranteed Maximum Price (GMP)	\$38,900,000	** \$1,183,518	\$0	\$38,900,000
Sale Tax (9.9%)	\$3,851,100	** \$117,168	\$0	\$3,851,100
Owner's Consultants	\$3,623,822	\$900,000	\$344,787	\$3,279,036
Furnishings, Fixtures, & Equipment (FF&E)	\$2,388,596	\$0	\$0	\$2,388,596
Permitting	\$60,000	\$0	\$0	\$60,000
Real Estate Acquisition	\$10,426,839	\$10,426,839	\$10,426,839	\$0
Owner Contingency	\$2,749,643	\$0	\$0	\$2,749,642
Totals	\$62,000,000	\$12,627,525	\$10,771,626	\$51,228,374

**On March Board Agenda

Snohomish County 911 Emergency Communications Center (ECC) Facility Project

Progressive Design-Build Contract

This **Contract** is made and entered into as of the [REDACTED], 2022, by and between the following parties, for services in connection with the Project identified below:

OWNER:

**Snohomish County 911
1121 SE Everett Mall Way
Everett, WA 98208**

DESIGN-BUILDER:

**Lydig
3180 139th Ave SE Ste 110
Bellevue, WA 98005**

PROJECT:

Snohomish County 911 Emergency Communications Center (ECC) Facility Project

**332 SW Everett Mall Way
Everett, WA 98204**

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

Article 1

General

- 1.1 Authorization.** This Design-Build Contract (the "Contract") is authorized by and entered in accordance with the Design-Build requirements of RCW 39.10. This Contract shall be interpreted to be consistent with the requirements of those statutory provisions.
- 1.2 Duty to Cooperate.** Owner and Design-Builder always commit to cooperate fully with each other and proceed on the basis of trust and good faith to permit each party to realize the benefits afforded under this Contract.
- 1.3 Definitions.** Terms, words, and phrases used in this Contract shall have the meanings given them in the *General Conditions of Contract Between Owner and Design-Builder* ("General Conditions").
- 1.4 Design Services.** Design-Builder shall, consistent with applicable state licensing laws, provide design services, including architectural, engineering, and other design professional services required by this Contract. Such design services shall be provided through qualified, licensed design professionals who are either (i) employed by Design-Builder, or (ii) procured by Design-Builder from independent sources. Nothing in this Contract is intended to create any legal or contractual relationship between Owner and any independent design professional.

Article 2

Scope of Work

Design-Builder shall perform all design and construction services, and provide all material, equipment, tools, and labor necessary to complete the Work (including both Phase 1 and Phase 2 Services) described in and reasonably inferable from the Contract Documents. The Design-Builder is fully responsible to design and to build the Project, as described in the Project Criteria, as may be revised in accordance with Section 2.1.2 hereof.

2.1 General Services.

2.1.1 Owner has provided Design-Builder with access to the reference documents listed in **Exhibit A**. Owner provides such Reference Documents to Design-Builder for information only, and subject to the conditions and qualifications identified in Section 3.2.1 of the General Conditions.

2.1.2 Owner's Project Criteria describing Owner's program requirements and objectives for the Project are in **Exhibit B**. If Owner's Project Criteria have not been developed prior to the execution of this Contract, Design-Builder will assist Owner in developing Owner's Project Criteria, with such service deemed to be an additional service for which additional compensation shall be paid by Owner to Design-Builder. If Owner has developed Owner's Project Criteria prior to executing this Contract, Design-Builder shall review and prepare a written evaluation of such criteria, including recommendations to Owner for different and innovative approaches to the design and construction of the Project. The parties shall meet to discuss Design-Builder's written evaluation of Owner's Project Criteria and agree upon what revisions, if any, should be made to such criteria.

2.1.3 Design-Builder shall review and prepare a written evaluation of Owner's Project Criteria during Phase 1, including recommendations to Owner for different and innovative approaches to the design and construction of the Project. The parties shall meet to discuss Design-Builder's written evaluation of Owner's Project Criteria and agree upon what revisions, if any, should be

made to such criteria. Any modifications shall be incorporated into the Phase 2 Proposal (Section 2.3) and GMP Amendment (Section 2.3.2.2).

2.2 Phased Services.

2.2.1 Phase 1 Preconstruction and Design Services. Design-Builder shall perform the services of design, pricing, and other services for the Project based on Owner's Project Criteria, as may be revised in accordance with Section 2.1 hereof, as set forth in **Exhibit C**, Scope of Services. The Parties intend that the Phase 1 Scope of Services will ultimately include completion of the 100 percent design. Owner intends to authorize performance of the Phase 1 Work in phases, and the parties may amend Exhibit C to reflect the additional authorized Phase 1 Work to be included in the Phase 1 Scope of Services. Owner and Design-Builder may reach agreement on the GMP Amendment for Phase 2 at any point following Design-Builder's completion of the 60 percent design, including incorporation of any Owner comments thereon. As a result, Phase 1 may overlap with Phase 2. The Contract Price and GMP for Phase 2 shall be developed during Phase 1 on an open-book basis. Design-Builder's Compensation for Phase 1 Services is set forth in Article 7 hereof.

2.2.2 Phase 2 Services. Design-Builder's Phase 2 services shall consist of the procurement of all materials and equipment for the Project, the performance of construction services for the Project, development of various documents associated with Phase 2, training of Owner's operations staff, and the provision of warranty services, all as may be described in the Phase 2 Proposal and GMP Amendment.

2.2.3 Initial Works Packages. Owner may negotiate one or more initial works packages with Design-Builder prior to the GMP Amendment. Scope of work, bonding (consistent with the requirements of Article 11), insurance (consistent with the requirements of Article 11), pricing, and other terms for any early works shall be negotiated and memorialized in a written executed agreement prior to issuance of a notice to proceed. Pricing shall be substantially similar to the pricing structure for Phase 2 set forth in Article 7 hereof and any General Conditions Costs shall be pro-rated to the scope of General Conditions Work included in the initial works package.

2.3 Phase 2 Proposal. Design-Builder may develop a Phase 2 Proposal at any point following completion of the 30 percent design and any other Basis of Design Documents upon which the parties may agree. Design-Builder shall submit a proposal to Owner (the "Phase 2 Proposal") for the construction for the Project, and associated work, and for the Contract Price. The Contract Price in the Phase 2 Proposal shall be based on the Design-Build Fee (Section 7.4), the Construction General Conditions Costs (Section 7.3), Pass-Through Costs (Section 7.5.3) plus the Cost of the Phase 2 Work (Section 7.5.1) as provided in Article 7 hereof, presented on an open-book basis, all subject to a Guaranteed Maximum Price (GMP).

2.3.1 The Phase 2 Proposal shall include the following unless the parties mutually agree otherwise:

2.3.1.1 The Contract Price, subject to a GMP, shall be the sum of :

- i. Construction General Conditions Costs as defined in Section 7.3 hereof;
- ii. Design-Builder's Fee as defined in Section 7.4 hereof;
- iii. The Cost of the Phase 2 Work as defined in Section 7.5 hereof, inclusive of any Design-Builder's Contingency as defined in Section 7.6.2 hereof;
- iv. Pass Through Costs as defined in Section 7.5.3 hereof.

2.3.1.2 The Basis of Design Documents, which may include, by way of example, Owner's Project Criteria (**Exhibit B**), which are set forth in detail and are attached to the Phase 2 Proposal;

2.3.1.3 A list of the assumptions and clarifications made by Design-Builder in the preparation of the Proposal, which list is intended to supplement the information contained in the drawings and specifications and is specifically included as part of the Basis of Design Documents;

2.3.1.4 The Scheduled Substantial Completion Date upon which the Phase 2 Proposal is based, to the extent said date has not already been established under Section 6.2.1 hereof, and a schedule upon which the Scheduled Substantial Completion Date is based and a Project Schedule for the Work;

2.3.1.5 If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;

2.3.1.6 If applicable, a schedule of alternate prices;

2.3.1.7 If applicable, a schedule of unit prices;

2.3.1.8 If applicable, a statement of Additional Services which may be performed but which are not included in the Phase 2 Proposal, and which, if performed, shall be the basis for an increase in the GMP and/or Contract Time(s);

2.3.1.9 An expiration date for the Phase 2 Proposal provided that Design-Builder shall not make the Phase 2 Proposal subject to expiration or withdrawal for at least ninety (90) days after submission and Owner shall provide its initial review and comment on the Phase 2 Proposal within thirty (30) days of submission;

2.3.1.10 A Permits and Approvals list detailing the permits and governmental approvals not otherwise addressed in the Contract Documents that Owner and Design-Builder will need and assigning responsibility for each;

2.3.1.11 A preliminary training plan;

2.3.1.12 A construction safety plan; and

2.3.1.13 A construction quality plan.

2.3.1.14 A plan for inclusion of underutilized firms as subcontractors and suppliers in accordance with the provisions of Chapter 39.10 RCW and the requirements of the Office of Minority and Women's Business Enterprises ("OMWBE").

2.3.1.15 Design-Builder's Owned Equipment Rate Schedule, which shall be incorporated herein as Exhibit F and shall include adequate identifying information such as use, manufacturer, make, model, dimensions/length, blade size, capacity, fuel usage, horse power, voltage/amperage, weight, etc., such that accurate identification can be determined. These descriptors shall match Contractor's owned equipment rental log. Exhibit F shall include replacement values and approved rates for each item.

2.3.2 Review and Adjustment to Phase 2 Proposal.

2.3.2.1 After submission of the Phase 2 Proposal, Design-Builder will discuss and review it with Owner. Owner may require modifications to the Phase 2 Proposal that Design-Builder shall in good faith attempt to accommodate. Owner must approve the Phase 2

Proposal, as originally submitted or as modified, and enter into a GMP Amendment incorporating the agreed Phase 2 Proposal in order for the Design-Builder to proceed to Phase 2.

2.3.2.2 Acceptance of Phase 2 Proposal. If Owner accepts the Phase 2 Proposal, as may be modified, the Contract Price and its basis shall be set forth in an amendment to this Contract (GMP Amendment). Once the parties have agreed upon the GMP Amendment and Owner has issued a Notice to Proceed with Phase 2, Design-Builder shall perform the Phase 2 Services, all as described in the GMP Amendment. Design-Builder acknowledges and agrees that Owner's acceptance and execution of the GMP Amendment is subject to approval by the Owner's Board of Directors. Design-Builder further acknowledges and agrees that its execution of the GMP Amendment constitutes certification that there are no claims, obligations, or liens outstanding or unsatisfied for labor, services, material, equipment, taxes, or other items performed, furnished, or incurred for or in connection with the Phase 1 Services through the date of the GMP Amendment that will in any way affect Owner's interests.

2.3.2.3 Failure to Accept Phase 2 Proposal. If Owner rejects the Proposal, or fails to notify Design-Builder in writing on or within ninety (90) day after submission that it accepts the Phase 2 Proposal, the Phase 2 Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:

- i. Terminate this Contract and pay Design-Builder for all Work performed through the date of termination;
- ii. Terminate this Contract, pay Design-Builder for all Work performed through the date of termination and contract directly with the Design Consultant and Design Sub-Consultants, if any, for completion of the Phase 1 Scope of Services for the agreed upon Contract Price for Phase 1 Services set forth at Section 7.1 minus payments for all Work performed through the date of termination;
- iii. Require Design-Builder to proceed with remaining Phase 1 Scope of Services for the agreed upon Contract Price for Phase 1 Services set forth at Section 7.1 minus payments for all Work performed through the date of termination;
- iv. Require Design-Builder to perform any specific portion of the Work under this Contract based on the Design-Build Fee (Section 7.4), the Construction General Conditions Costs (Section 7.3), Pass-Through Costs (Section 7.5.3) plus the Cost of the Phase 2 Work (Section 7.5.1) as provided in Article 7 hereof without a GMP Amendment, in which case all references in this Contract to the GMP Amendment shall not be applicable; or
- v. Require Design-Builder to continue to proceed with the Work, until further notice (reserving the right to terminate this Contract pursuant to Section 2.3.2.3.i.) on the basis of the Design-Build Fee (Section 7.4), the Construction General Conditions Costs (Section 7.3), Pass-Through Costs (Section 7.5.3) plus the Cost of the Phase 2 Work (Section 7.5.1) as provided in Article 7 hereof without a GMP Amendment, in which case all references in this Contract to the GMP Amendment shall not be applicable.

2.3.2.4 If Owner fails to exercise any of the options set forth in Section 2.3.2.3, Design-Builder shall continue the Work as if Owner had elected to proceed in accordance with Item 2.3.2.3.v above, and be paid by Owner accordingly, unless and until Owner notifies Design-Builder in writing to stop the Work.

Article 3

Contract Documents

The Contract Documents are comprised of the following, which are incorporated herein by this reference. In the event of a conflict or discrepancy among or in the Contract Documents that cannot be resolved by interpreting the Contract Documents as a single, integrated document and giving effect to each provision therein, interpretation shall be governed in the following priority

3.1 All written and fully executed modifications, amendments, minor changes, and Change Orders to this Contract issued in accordance with the General Conditions;

3.2 The GMP Amendment including the Basis of Design Documents;

3.3 This Contract, including all exhibits and attachments but excluding the Reference Documents identified in **Exhibit A**. The Reference Documents are not Contract Documents, and are provided for information only;

3.4 The General Conditions;

3.5 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions;

3.6 Owner's Request for Qualifications, its Request for Proposals, and its Request for Best and Final Proposals, and Addenda thereto, if any; and

3.7 Design-Builder's Statement of Qualifications, Proposal, Best and Final Proposal, and Addenda thereto.

Article 4

Interpretation and Intent

4.1 Design-Builder and Owner, at the time of acceptance of the Phase 2 Proposal by Owner in full, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the GMP Amendment.

4.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents discovered after Owner's acceptance of the Proposal, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict, or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Article 3 herein.

4.3 Terms, words, and phrases used in the Contract Documents, including this Contract, shall have the meanings given them in the General Conditions.

4.4 Design-Builder may propose modifications to and expansion of the Owner's Project Criteria. Prior to presenting its Phase 2 Proposal, the Design-Builder shall identify any items in the Owner's Project Criteria that conflict with or in any way impede Design-Builder's ability to meet any Performance Standards set forth in the Owner's Project Criteria.

4.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

4.6 In the event of an ambiguity in the Contract Documents, the parties shall be deemed to have jointly authored them, and as such, nothing shall be construed against or in favor of one party based on its being deemed the sole author.

4.7 Changes in the Legal Requirements. The Owner and Design-Builder acknowledge that numerous aspects of the Project are governed by federal, state, and local laws, rules, and regulations and that the intent is to complete all Work in compliance with the Legal Requirements. Design-Builder is required to account for applicable changes in the Legal Requirements that occur during Phase 1 in its Phase 2 Proposal, the GMP Amendment, and the Phase 2 schedule. Changes in the Legal Requirements that become effective prior to execution of the GMP Amendment shall in no event form the basis for an adjustment of Design-Builder's compensation and/or time of performance for Phase 1 Services. Changes in the Legal Requirements that become effective after execution of the GMP Amendment may form the basis for an adjustment to Contract Time, in accordance with the requirements and conditions of Section 8.2 of the General Conditions but shall in no event form the basis for an adjustment to the Contract Price and/or GMP.

Article 5

Ownership of Work Product

5.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions, furnished by Design-Builder to Owner under this Contract ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights, and/or patents, subject to the provisions set forth in Sections 5.2 through 5.5 below.

5.2 Owner's License upon Project Completion and Payment in Full to Design-Builder. Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a perpetual license to use the Work Product in connection with Owner's occupancy and maintenance of the Project, conditioned on (a) Owner's express understanding that its material alteration of the Work Product without the involvement of Design-Builder is, to the extent of such alteration, at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and (b) the Owner's obligation to provide the indemnity set forth in Section 5.5 herein.

5.3 Owner's License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Contract for its convenience as set forth in Article 9 hereof, or if Design-Builder elects to terminate this Contract in accordance with Section 11.4 of the General Conditions, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a perpetual license to use the Work Product to complete the Project and subsequently occupy and maintain the Project, and Owner shall thereafter have the same rights as set forth in Section 5.2 above, conditioned on the following: (a) Any modification, completion or derivation of the Work Product undertaken by Owner after the effective date of the termination is to the extent of such alteration at Owner's sole risk and without liability or legal exposure to any Indemnified Party and (b) the Owner's obligation to provide the indemnity set forth in Section 5.5 herein..

5.4 Owner's License upon Design-Builder's Default. If this Contract is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions, then Design-Builder grants Owner a perpetual license to use the Work Product to complete the Project and subsequently occupy and maintain the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 5.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-

Builder was not in default, Owner shall be deemed to have terminated the Contract for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 5.3 above.

5.5 Owner's Indemnification for Use of Work Product. If Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Article 5, Owner shall defend, indemnify, and hold harmless the Indemnified Parties from and against all claims, damages, liabilities, losses, and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Work Product.

Article 6

Contract Time

6.1 Date of Commencement. The Phase 1 Services shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed unless the parties mutually agree otherwise in writing. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed for Phase 2 Services ("Date of Commencement") if the Proposal is accepted and the Contract Price Amendment is amended to this Contract unless the parties mutually agree otherwise in writing.

6.2 Substantial Completion and Final Completion.

6.2.1 Substantial Completion of the entire Work shall be achieved no later than [REDACTED] ([REDACTED]) calendar days after the Date of Commencement ("Scheduled Substantial Completion Date").

6.2.2 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions.

6.2.3 All of the dates set forth in this Article 6 ("Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions.

6.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

6.4 Liquidated Damages. Liquidated damages, if any, shall be established in the GMP Amendment.

Article 7

Price

7.1 Phase 1 Price. For completion of the Phase 1 Scope of Services (**Exhibit C**), Owner shall pay Design-Builder in accordance with Article 8 of this Contract and Article 6 of the General Conditions a sum not to exceed One Million, Three-Hundred Thousand, Six-Hundred Dollars (\$1,300,686). Phase 1 Services shall be billed at the all-inclusive billing rates and labor categories set forth in **Exhibit E** which rates shall not be subject to increase for any Phase 1 services. Unless otherwise provided in the Contract Documents, the Phase 1 Services compensation excludes Washington State Sales Tax but includes all other taxes mandated by applicable Legal Requirements.

7.2 Phase 2 Price. For Phase 2 Services, Owner shall pay Design-Builder in accordance with Article 8 of this Contract and Article 6 of the General Conditions a contract price ("Contract Price") set forth in the GMP Amendment which shall be equal to the Pass-Through Costs (as defined in Section 7.5.3 hereof), plus Design-Build Fee as defined in Section 7.4, plus the Cost of the Phase 2 Work (as defined in Section 7.5.1 hereof), plus the Construction General Conditions Costs (as defined in Section 7.3 hereof). The Contract Price shall be subject to and shall not exceed the GMP established in the GMP Amendment and

governed by Section 7.6 hereof, subject to any adjustments made in accordance with the General Conditions.

7.3 Construction General Conditions Costs. Owner shall reimburse Design-Builder for the actual and reasonable costs ("Construction General Conditions Costs") incurred in performing the Construction General Conditions Work as defined in the General Conditions and as set forth in **Exhibit D**. Such actual Construction General Conditions Costs shall be presented on an open book basis, and shall be submitted paid, and administered in accordance with the requirements of Article 8 herein. Design-Builder's General Conditions Costs shall in no event exceed _____ Dollars (\$) (the "General Conditions Cap"). The Construction General Conditions Costs shall cover all Construction General Conditions Work, regardless of whether the work is completed by the Design-Builder, a Key Firm, or Subcontractor.

7.4 Design-Build Fee.

7.4.1 Design-Build Fee shall be _____ percent (_____ %) of the Cost of the Phase 2 Work.

7.4.2 The Design-Build Fee for any changes in the Work as set forth in a Change Order and in accordance with the requirements of Article 9 of the General Conditions shall be the same percentage established in Section 7.4.1.

7.4.3 The Design-Build Fee is intended to compensate Design-Builder for **all** costs and expenses not specifically included in the Pass-Through Costs (as defined in Section 7.5.3 hereof), the Cost of the Phase 2 Work (as defined in Section 7.5.1 hereof) and the Construction General Conditions Costs (as defined in Section 7.3 hereof). The Design-Build Fee shall compensate Design-Builder for all other costs, including but not limited to the following:

7.4.3.1 Contractor's profit on all self-performed work.

7.4.3.2 Profit Margins or similar mark-ups on cost for work performed by related parties or entities of the design builder.

7.4.3.3 Costs associated with support staff normally stationed in the Design builder's home office, such as HR, accounting IT etc. unless specifically approved in advance by the Owner.

7.4.3.4 Cost of centralized and generally shared information technology, equipment, enterprise software and data processing.

7.4.3.5 Cost associated with bonuses or profit sharing.

7.4.3.6 Discretionary costs, such as clothing, awards or similar expenses.

7.4.3.7 Business and Occupancy (B&O) Taxes.

7.5 Cost of the Phase 2 Work.

7.5.1 Cost of the Phase 2 Work includes only those items expressly defined in this Section 7.5.1 that are reasonably incurred by Design-Builder in the proper performance of the Phase 2 Work. The Cost of the Phase 2 Work shall not include any Pass-Through Costs (as defined in Section 7.5.3 hereof), Construction General Conditions Work (as defined in Section 7.3 hereof), or costs intended to be covered by the Design-Build Fee (as defined in Section 7.4 hereof). For the avoidance of doubt, any confusion about the categorization of cost items between the Cost of the Phase 2 Work and Pass-Through Costs shall be resolved in favor of Pass-Through-Costs. Further, any confusion about the categorization of cost items between the Cost of the Phase 2 Work and Construction General Conditions Costs or Design-Build Fee shall be resolved in favor of Construction General Conditions Costs and Design-Build Fee, respectively. The Cost of the Phase 2 Work shall include only the following:

7.5.1.1 Except for those supervisory and administrative personnel who are covered by the General Conditions Costs (**Exhibit D**) and employees billed at all-inclusive billing rates (**Exhibit E**), the actual paid and incurred wages of direct employees of Design- Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site.

7.5.1.2 Except for those supervisory and administrative personnel who are covered by the General Conditions Costs (**Exhibit D**) and employees billed at all-inclusive billing rates (**Exhibit E**), the actual paid and incurred wages or salaries of Design-Builder's personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.

7.5.1.3 Except for those supervisory and administrative personnel who are covered by the General Conditions Costs (**Exhibit D**) and employees billed at all-inclusive billing rates (**Exhibit E**), the actual paid and incurred wages or salaries of Design-Builder's personnel stationed at Design-Builder's principal or branch offices, but only to the extent such personnel perform tasks directly associated with the Project and are approved in advance by the Owner.

7.5.1.4 Actual costs paid and incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, to the extent such costs are based on actual base wages and salaries paid to employees of Design- Builder covered under Sections 7.5.1.1 through 7.5.1.3 hereof. Bonuses, profit sharing and other discretionary incentive programs are not to be reimbursable as a cost of the work. For employees not covered by collective bargaining agreements vacation, sick leave and other paid time off, including holidays are to be calculated as the individual employee's actual benefit. For those not full-time on the project a pro-rata share may be charged based on hours directly associated with the project.

Worker's compensation shall be reimbursed at the contractor's specific Washington State L&I rate, net of employee deductions with the contractor's specific EMF applied. For self-insured companies, the actual state classification rate net of employee deduction with a .5 EMF applied.

7.5.1.5 Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work.

7.5.1.6 Costs, including acquisition, transportation, inspection, testing, storage, and handling of materials, furnishings, equipment, and supplies incorporated or reasonably used in completing the Work.

- .1 Small tools purchased by the project are to be inventoried, tracked and residual value credited to the project at completion. Small tools are defined as those items with \$500 value.
- .2 Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work. All equipment and items greater than \$500 (including electronic computer equipment and software) are to be rented to the project from the lowest available source, whether 3rd Party or from the Design-Builder's own equipment yard.

Design-Builder's Owned Equipment Rate Schedule (**Exhibit F**) shall include adequate identifying information such as use, manufacturer, make, model, dimensions/length, blade size, capacity, fuel usage, horse power, voltage/ampereage, weight, etc., such that accurate identification can be determined. These descriptors shall match Design-Builder's owned equipment rental log. **Exhibit F** shall include replacement values and approved rates for each item.

The rental equipment rates for equipment owned by Design-Builder shall be charged at the lower of seventy-five percent (75%) the current AED Green Books/NECA/any other published rates or the current Contractor's rates as listed in the equipment rental Exhibit ("Equipment Rate Schedule.") Recovery periods should reflect useful life for each category of equipment.

Design-Builder owned equipment rental rates shall be based on monthly rates but prorated on a daily basis (30.4 days). Days used to prorate monthly rates to daily should be consistent with the calculation of days to charge each piece of rental equipment.

All rental equipment owned by Design-Builder that has been used to construct the Project and has accumulated rental charges equal to seventy-five percent (75%) of the Design-Builder's current replacement value shall be provided for the remainder of the Project at no additional rental cost and shall remain as property of the Design-Builder. Replacement value on piece of equipment may not be modified during the term of the Agreement.

The Design-Builder's owned equipment rental log shall include a unique equipment identification number, a definitive equipment description exactly matching **Exhibit F** date on site, date off site, replacement cost, monthly rate prorated to daily, days billing per month, this month billing calculation and cumulative billing to date, maximum rental allowed for each rented item. The Design-Builder's owned equipment rental log shall be available in excel format if requested by Owner.

7.5.1.7 Costs of removal of debris and waste from the Site.

7.5.1.8 All fuel and utility costs incurred in the performance of the Work.

7.5.1.9 The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent.

7.5.1.10 Deposits which are lost, except to the extent caused by Design-Builder's negligence.

7.5.1.11 Costs incurred in preventing damage, injury, or loss in case of an emergency affecting the safety of persons and property except to the extent caused by Design-Builder's negligence.

7.5.1.12 Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.

7.5.1.13 Site security, temporary fencing, signage and similar security and safety measures for active construction areas.

7.5.1.14 Costs for agreed-upon Allowance Items as described and defined in Section 7.7 herein.

7.5.2 Non-Reimbursable Costs. The following shall be excluded from the Cost of the Phase 2 Work:

7.5.2.1 Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in connection with Sections 7.5.1.1, 7.5.1.2, and 7.5.1.3, costs associated with Construction General Conditions Work, items intended to be covered by the Design-Build Fee, and Pass-Through Costs.

7.5.2.2 General expenses not specifically provided for herein.

7.5.2.3 The cost of Design-Builder's capital used in the performance of the Work.

7.5.2.4 If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.

7.5.2.5 Any bonuses or incentive pay that is the obligation of Design-Builder to pay.

7.5.3 Pass-Through Costs. The following costs shall be passed through and paid without mark-up or any added Design-Build Fee:

7.5.3.1 Premiums for insurance and bonds required by this Contract or the performance of the Work.

7.5.3.2 Sales, use, or similar taxes, tariffs, or duties incurred in the performance of the Work.

7.5.3.3 Costs for permits, royalties, licenses, tests, and inspections.

7.5.3.4 Costs for the work of any personnel charged at all-inclusive, market-based billing rates as set forth in **Exhibit E**.

7.6 The Guaranteed Maximum Price (GMP).

7.6.1 Design-Builder guarantees that it will not exceed any GMP that may be established in the GMP Amendment. Documents used as basis for the GMP shall be identified in the GMP Amendment. Design-Builder does not guarantee any specific line item provided as part of the GMP, provided, however, that it does guarantee the line item(s) for its general project management and general conditions costs ("General Conditions Cap"). Design-Builder agrees that it will be responsible for paying the applicable general conditions costs more than the General Conditions Cap, as well as be responsible for all costs of completing the Work which

exceed the GMP, as said general conditions line item(s) and the GMP may be adjusted in accordance with the Contract Documents.

7.6.2 The GMP shall include the Design-Builder's contingency, and amount that shall be no less than two point five percent (2.5%) and no more than five percent (5%) of the estimated Cost of the Work, which will be negotiated between the Design-Builder and the Owner as a part of the GMP negotiations. The percentage shall depend upon the level of completion of the Design-Build Documents and certainty of subcontractor pricing at that time and depending upon any other risk factors agreed upon between the Construction Manager and the Owner.

The final amount of the contingency shall be stated in the GMP Amendment and included in the GMP amount. The contingency is a sum established for the Design-Builder's sole use to cover the Design-Builder's costs that are properly reimbursable as a Cost of the Work but not the basis for a Change Order, such as, for example, design errors and omissions, buy-out or estimating error, post-GMP unanticipated market conditions, scope gaps, coordination between trades, overtime, acceleration, failure of a Subcontractor of any tier, pandemic or epidemic, or expediting costs for critical materials.

The Design-Builder shall use the contingency only with the Owner's prior written consent, which shall not be unreasonably withheld or delayed. Design-Builder shall provide Owner notice of all anticipated charges against the Contingency and shall provide Owner as part of the monthly status report required by Section 2.1.2 of the General Conditions an accounting of the Contingency, including all reasonably foreseen uses or potential uses of the Contingency in the upcoming three (3) months.

Design-Builder agrees that with respect to any expenditure from the Contingency relating to a Subcontractor default or an event for which insurance or bond may provide reimbursement, Design-Builder will in good faith exercise reasonable steps to obtain performance from the Subcontractor and/or recovery from any surety or insurance company. Design-Builder agrees that if Design-Builder is subsequently reimbursed for said costs, then said recovery will be credited back to the Contingency.

7.6.3 Savings. If the sum of the actual Design-Build Fee (as defined in 7.4 hereof), the Construction General Conditions Costs (Section 7.3), Pass-Through Costs (Section 7.5.3) plus the Cost of the Phase 2 Work (Section 7.5.1) as provided in Article 7 hereof is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall accrue 100% to the Owner.

7.7 Allowance Items and Allowance Values.

7.7.1 Any and all Allowance Items, as well as their corresponding Allowance Values, shall be set forth in the GMP Amendment.

7.7.2 Design-Builder and Owner will work together to review the Allowance Items and Allowance Values based on design information then-available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

7.7.3 No Work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed by the date set forth in the Project Schedule approved with the GMP Amendment, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

7.7.4 The Allowance Value includes the direct cost of labor, materials, equipment, transportation, taxes, and insurance associated with the applicable Allowance Item.

7.7.5 Whenever the actual cost for an Allowance Item is more than or less than the stated Allowance Value, the Design-Builder shall report such difference to Owner so that Owner can maintain a running tally of Allowance Item costs against Allowance Values. Prior to final payment, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 7.7.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for all Allowance Items and the total Allowance Value.

Article 8

Procedure for Payment

8.1 Phase 1 Payments. Phase 1 Services shall be paid by Owner based on the not-to-exceed Phase 1 price and the all-inclusive billing rates and labor categories both set forth in **Exhibit E** (Supporting Pricing Information). No markups beyond those included in **Exhibit E** shall be added to billings from any subconsultants or subcontractors for Phase 1 services. All-inclusive billing rates and labor categories shall not be subject to any overtime pay obligations incurred by Design-Builder nor any rate increases during Phase 1.

8.2 Phase 2 Payments.

8.2.1 Progress payments will be made monthly for work duly certified, approved, and performed during the calendar month preceding the Application in accordance with the following procedure:

8.2.1.1 Draft Application. Design-Builder shall submit to Owner a report on the current progress of the Work as compared to Design-Builder's Construction Schedule, and a draft, itemized application for payment for work performed during the current calendar month on a form supplied or approved by Owner. This shall not constitute a payment request. Design-Builder and Owner shall confer regarding the current progress of the Work and the amount of payment to which Design-Builder is entitled. Owner may on occasion request Design-Builder to provide data substantiating Design-Builder's right to payment, such as copies of requisitions from Subcontractors of any tier, and reflecting retainage as provided elsewhere in the Contract Documents.

8.2.1.2 Payment Request. After Design-Builder and Owner have met and conferred regarding the updated draft application, and Design-Builder has furnished all progress information required and all data requested by Owner under 8.2.1.1 above, Design-Builder shall submit Design-Builder's Application for Payment for Work completed during the previous month in accordance with Article 6 of the General Conditions on a form supplied or approved by Owner. Among other things, the Application shall state that prevailing wages have been paid in accordance with the pre-filed statements of intent to pay prevailing wages on file with Owner and that all payments due Subcontractors of any tier from Owner's payment the prior month have been made.

8.2.1.3 Disputed Amounts. If Design-Builder believes it is entitled to payment for Work performed during the prior calendar month in addition to the agreed-upon amount, Design-Builder may, also by the tenth day of the month, submit to Owner along with the approved payment request 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. Furthermore, Design-Builder and all Subcontractors shall file with Owner by the tenth day of the month certified copies of all payroll records relating to the additional amount due.

8.2.1.4 Validity of Payment Requests. A payment request shall not be valid unless it complies with the requirements of the Contract Documents.

8.2.2 Owner shall make payment within 30 days after Owner's receipt of each properly submitted and accurate Application for Payment, but in each case less the total of payments previously made, less retainage, and less amounts properly withheld under Section 6.3 of the General Conditions.

8.3 Retainage on Phase 2 Progress Payments.

8.3.1 Pursuant to Chapter RCW 60.28, the Owner will retain five percent of each approved Application for Payment to be retained as a trust fund for the protection and payment of the claims of any person arising under the contract and the state with respect to taxes imposed pursuant to Titles 50, 51, and 82 RCW which may be due from Design-Builder. The moneys reserved may, at the option of Design-Builder, be retained in accordance with the provisions of Chapter 60.28 RCW.

8.3.2 Sixty days after Final Acceptance of the entire Work, which is an action by the Board of Directors, Owner shall release to Design-Builder all retained amounts in accordance with chapter RCW 39.12 and chapter RCW 60.28, provided that Design-Builder has submitted: (1) pursuant to RCW 39.12.040, an "Affidavit of Wages Paid" from Design-Builder and from each Subcontractor of any tier certified by the Industrial Statistician of the Department of Labor and Industries, with the fees paid by Design-Builder or Subcontractor of any tier, (2) pursuant to RCW 60.28.021, certificates from the Department of Revenue, the Employment Security Department, and the Department of Labor and Industries. If there are either unpaid taxes or unsatisfied claims of lien against the retained percentage, disbursement of retainage funds will be made in accordance with state law.

8.4 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment within 30 days after Owner's receipt of the Final Application for Payment, provided that (a) Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions and (b) Owner shall have the right to withhold all amounts to which Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions.

8.5 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payments, shall bear interest as specified by RCW 39.76.

8.6 Record Keeping and Finance Controls. Design-Builder acknowledges that this Contract is to be administered on an open-book arrangement relative to the Cost of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, and using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents.

During the performance of the Work and for a period of six (6) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time to time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda, and other data relating to the Work, all of which Design-Builder shall preserve for a period of six (6) years after Final Payment.

Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by the Owner and Design-Builder as part of this Contract are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Contract, but the composition of such multiplier or markup is not subject to audit.

Design-Builder shall incorporate Design-Builder's obligations (including the obligations to keep and maintain records and provide opportunity to Owner to inspect such records) under this Section 8.6 in each of its agreements with its Subcontractors.

Article 9

Termination for Convenience

9.1 In addition to Owner's other termination rights in the General Conditions to Contract, Owner may terminate the Contract for convenience. Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Contract or any portion of this Contract. In such event, Owner shall (subject to the limitation set forth in Section 8.3 above) pay Design-Builder for that portion of the Contract Price that corresponds to the percentage of completion of Work in accordance with the Contract Documents, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages whatsoever (including without limitation fee or profit on terminated Work).

9.2 The total sum to be paid to Design-Builder under this Article 9 shall not exceed the Contract Price as reduced by the amount of payments otherwise made, the price of Work not terminated, and as otherwise permitted by this Contract. The amounts payable to Design-Builder shall exclude the fair value of property not under Owner's control which is destroyed, lost, stolen or damaged to become undeliverable to Owner.

9.3 Any claim, request for equitable adjustment or other demand for extra compensation or time extension by Design-Builder arising from or related to acts, events, occurrences, or omissions prior to the effective date of the convenience termination shall continue to be subject to and resolved in accordance with the rules (contractual or legal, express or implied) in effect prior to the termination. The convenience termination will not convert this Contract into a cost reimbursement contract.

Article 10

Representatives of the Parties

10.1 Owner's Representatives.

10.1.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.7.2 of the General Conditions to the extent permitted by the Legal Requirements:

_____.

10.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.3 of the General Conditions to the extent permitted by the Legal Requirements:

_____.

10.2 Design-Builder's Representatives.

10.2.1 Design-Builder designates the individual listed in the table in Section 10.3 below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the

authority and responsibility for avoiding and resolving disputes under Section 10.7.2 of the General Conditions.

10.2.2 Design-Builder designates the individual listed in the table in Section 10.3 below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions.

10.3 Key Personnel. Design-Builder has been selected for this Project based on not only its qualifications as a corporate entity, but also upon the basis of the qualifications of the key personnel it intends to employ to perform the Work. Design-Builder agrees to provide all professional personnel necessary, at adequate staffing levels, to perform the required services under this Contract, including the key personnel identified below:

Position Title	Name of Individual
Design-Builder Senior Representative	
Design-Builder Representative (Project Manager)	
Design-Builder Design Manager	
Design-Builder Superintendent	

These key personnel, all of whom were named in Design-Builder's proposal submitted in response to the Owner's Request for Qualifications and Proposals for the Project, will be assigned to the Project. Except in the event of the death of the employee or their termination of employment with Design-Builder, these key personnel shall remain assigned for the duration of the Project unless otherwise agreed to in writing by the Owner in its sole discretion.

In the event Design-Builder **proposes to substitute** any of the key personnel due to death or employment termination, the individual(s) proposed must demonstrate the qualifications indicated in the Request for Proposals for their respective role(s), and experience as required to successfully perform such duties. Owner shall have the sole right to determine whether key personnel proposed as substitutes are qualified to work on the Project. Design-Builder will remove from the Project any personnel assigned to the Project if, after the matter has been thoroughly considered by Owner and Design-Builder, Owner considers such removal necessary and in the best interest of the Project, and Owner so notifies Design-Builder in writing and allows a reasonable period for the transition to different personnel.

10.4 Key Firms. Design-Builder has been selected for this Project on the basis of not only its qualifications as a corporate entity, but also upon the basis of the qualifications of the key firms it intends to engage to perform the Work. Design-Builder agrees to engage such firms to perform the required services under this Contract, including the key firms identified below:

Firm	Role
SHKS	Design
RDC	Design
Winbourne	Design

These key firms, all of whom were named in Design-Builder proposal submitted in response to the Owner's Request for Qualifications and Proposals for the Project, will be engaged on the Project. These key firms shall be engaged for the complete scope identified in the Design-Builder's proposal. In the event Design-Builder proposes to substitute any of the key firms, Design-Builder shall demonstrate that the replacement firm possesses sufficient qualifications to perform the Work in question. Owner shall

have the sole right to determine whether key firm proposed as substitutes is qualified to work on the Project.

Article 11

Bonds and Insurance

11.1 Design-Builder's Insurance. Unless a longer period of coverage is specified elsewhere in this Article 11, Design-Builder shall obtain and keep in force the following insurance coverages for a period of 365 days from Substantial Completion of all Work with insurance companies approved by the State Insurance Commissioner pursuant to Title 48 RCW.

All policies will name the Owner, its officers, board members, employees, and agents as additional insureds, with the exception of the Design-Builder's Professional Liability policy. Prior to Design-Builder commencing any work, Design-Builder shall provide the Owner with copies of insurance certificates and additional insured endorsements, all in a form acceptable to the Owner. The insurance provided must be with an insurance company with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). Owner reserves the right to approve the security of the insurance provided, the company, terms and coverage, the certificates of insurance, and endorsements and reserves the right to obtain copies of all policies from Design-Builder upon request.

11.1.1 Coverages and Limits. The insurance shall provide the minimum coverages and limits set forth below. Owner shall be provided 45 days written notice of cancellation. Owner does not warrant or represent that such coverages and limits are appropriate or adequate to protect Design-Builder. Neither Owner's specification nor approval of the insurance in this Contract, nor of its amount, nor providing coverage in these stated minimum limits shall be construed to relieve Design-Builder from liability more than such limits. Coverages are the minimum to be provided and are not limitations of liability under the Contract, indemnification, or applicable law provisions. Design-Builder may, at its expense, purchase larger coverage amounts.

The cost of any claim payments falling within the deductible shall be the sole responsibility of Design-Builder. Design-Builder's insurance shall be primary and non-contributory as respects the Owner, and any self-insurance or any other insurance maintained by the Owner shall be excess and not contributing insurance with the Design-Builder's insurance. Design-Builder shall submit upon execution of this Contract Certificates of Insurance acceptable to Owner as evidence of all insurance required herein:

11.1.1.1 Commercial General Liability Insurance. A policy of Commercial General Liability Insurance on an industry standard insurance occurrence form: (CG 00 01) or equivalent, with limits of at least \$1,000,000 per occurrence / \$2,000,000 aggregate, including all coverage known as:

Per Project Aggregate endorsement (CG2503)

Premises/Operations Liability

Products/Completed Operations—for a period of six years following Substantial Completion

Personal/Advertising Injury

Contractual Liability

Independent Contractors Liability

Stop Gap or Employers Contingent Liability

11.1.1.2 Employers Liability:

- (1) \$1,000,000 Each Accident
- (2) \$1,000,000 Disease - Policy Limit
- (3) \$1,000,000 Disease - Each Employee

11.1.1.3 Automobile. Commercial Automobile Liability with a combined single limit of not less than \$1,000,000 for each accident and including coverage for transportation of pollutants. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

11.1.1.4 Excess or Umbrella Liability. \$10 million per occurrence and aggregate during construction and with Product/Completed Operations coverage for a period of six years following Substantial Completion.

11.1.1.5 Contractors Pollution Liability. A policy providing coverage for claims involving remediation, disposal, or other handling of pollutants arising out of Design-Builder's operations for others; from the transportation of hazardous materials; or involving remediation, abatement, repair, maintenance or other work with lead-based paint or materials containing asbestos. Such Pollution Liability policy shall provide at least \$2,000,000 per occurrence coverage for Bodily Injury and Property Damage.

11.1.1.6 Design-Builder's Professional Liability. The Design-Builder, the Design-Builder's Engineer, other design consultants, and any design-build Subcontractors of any tier will maintain for at least six (6) years after Substantial Completion Professional Liability/Errors and Omissions Liability insurance in an amount of not less than \$2,000,000 per claim and annual aggregate (deductible of up to \$50,000 permitted). The Design-Builder, the Design-Builder's Engineer, other design consultants, and any design-build Subcontractors of any tier will promptly notify the Owner of any material changes to, interruption of, or termination of this insurance, and will immediately procure replacement coverage. The Design-Builder, the Design Builder's Engineer, other design consultants, and any design-build Subcontractor of any tier will either maintain active policy coverage, or an extended reporting period, providing coverage for claims first made and reported to the insurance company within six (6) years of Substantial Completion or termination of the Work under this Contract, whichever occurs first. The Owner may modify these insurance requirements for certain entities, on a case-by-case basis, by providing written agreement of such modifications.

11.1.1.7 Worker's Compensation. Worker's Compensation coverage, as required by RCW Title 51. If Design-Builder is qualified as a self-insurer in accordance with RCW 51.14, Design-Builder shall so certify by letter signed by a corporate officer indicating that it is a qualified self-insured, and setting forth the limits of any policy of excess insurance covering its employees.

11.1.1.8 Builder's Risk Insurance. The Design-Builder shall procure and maintain during the life of the Contract, or until acceptance of the project by Owner, whichever is longer, "All Risk" Builders Risk or Installation Floater Insurance at least as broad as ISO form number CP0020 (Builders Risk Coverage Form) with ISO form number CP0030 (Causes of Loss – Special Form) including coverage for collapse, theft, off-site storage and property in transit. The coverage shall insure for direct physical loss to property of the entire construction project, for 100% of the replacement value thereof and include earthquake. The policy shall be endorsed to cover the interests, as they may appear, of the Owner, Design-Builder and subcontractors of all tiers with the Owner and subcontractors listed as a Named Insured. In the event of a loss to any or all of the work and/or materials therein and/or to be provided at any time prior to the final close-out of the Contract and acceptance of the project by the Owner, the Design-Builder shall promptly reconstruct, repair, replace or restore all work and/or materials so destroyed. Nothing herein provided for shall in any way excuse the Design-Builder or its surety from the obligation of furnishing all the required materials and completing the work in full compliance with the terms of the Contract.

11.1.2 Self-Insurance. At its sole option and in its sole discretion, Owner may accept Design-Builder's self-insurance for liability coverage in lieu of insurance from a commercial insurer. Design-Builder must provide a letter from its Corporate Risk Manager or appropriate Finance Officer representing and warranting the following minimum information: whether the self-insurance program is actuarially funded; the fund limits; any excess declaration pages to meet the contract requirements; a description of how Design-Builder would protect and defend Owner as an Additional Insured in their Self-Insured layer; and claims-handling directions in the event of a claim. Any amounts due to, sought by, or paid to third party claimants shall be the sole responsibility of Design-Builder, irrespective of whether such amount falls wholly within the level or amount of Design-Builder's self-insured retention.

11.1.3 Waiver of Subrogation. Design-Builder and the Owner waive all rights against each other any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent of proceeds paid by the Builder's Risk insurance or other property insurance obtained pursuant to the Contract Documents. The policies shall provide such waivers by endorsement or otherwise.

11.1.4 Design-Build Exclusions. Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in this Contract. Design-Builder's liability insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build nature of the Project. Any professional liability insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build nature of the Project.

11.1.5 Subcontractors. Except as otherwise agreed by the Owner in writing: the Design-Builder shall furnish separate evidence of insurance as stated above for each Subcontractor; and all coverage for Subcontractors shall be subject to all requirements stated herein (including specifically that the Owner be named as an additional insured on such insurance).

11.2 Performance and Payment Bond. Design-Builder shall secure from a surety company acceptable to Owner, admitted and licensed in the State of Washington, and shall pay for performance and payment bonds covering the faithful performance of the Contract and payment of obligations arising under the Contract Documents, each in the full amount of the GMP plus sales tax, pursuant to RCW 39.08, "Contractor's Bond." The bond shall be on a form provided by Owner. The bond must be executed by a duly licensed surety company that is listed in the latest Circular 570 of the United States Treasury Department as being acceptable as surety on federal bonds. No surety's liability on the bond shall exceed the underwriting limitations for the respective surety specified in Circular 570. The scope of the bond or the form thereof prescribed in these Contract Documents shall in no way affect or alter the liabilities of Design-Builder to Owner as set forth herein. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond. The bond shall cover all Change Orders without further consent from the surety.

Article 12

Other Provisions

12.1 Contract Exhibits. The Exhibits to this Contract, incorporated herein by reference, are as follows:

Exhibit A, List of Reference Documents;

Exhibit B, Owner's Project Criteria;

Exhibit C, Phase 1 Scope of Services;

Exhibit D, Work included in Construction General Conditions;

Exhibit E, Supporting Pricing Information (from Design-Builder's Proposal);

Exhibit F, Design-Builder's Owned Equipment Rate Schedule

12.2 CPARB Reporting. Design-Builder shall provide the Owner and the Capital Projects Advisory Review Board ("CPARB") any project information required to be submitted by the Design-Builder in accordance with the provisions of Chapter 39.10 RCW and the requirements of CPARB.

12.3 OMWBE Reporting. Design-Builder shall track and provide the Owner and the Office of Minority and Women's Business Enterprises ("OMWBE") any project information required to be submitted by the Design-Builder in accordance with the provisions of Chapter 39.10 RCW and the requirements of OMWBE.

12.4 Notices. All notices, requests, demands, and other communications (collectively, "Notices") hereunder shall be in writing and delivered to the party hereto by (a) hand-delivery, (b) established express delivery service that maintains delivery records, or (c) certified or registered U.S. mail, postage prepaid, return receipt requested at the following addresses, or at such other address as the parties hereto may designate pursuant to this Section.

Owner:

Design-Builder:

Either party may, by like notice, designate further or different addresses to which subsequent notices shall be sent. Any notice hereunder signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized officer or employee. Notices and communications given by mail hereunder shall be deemed to have been given seventy-two (72) hours after the date of dispatch: all other notices shall be deemed to have been given upon receipt.

In executing this Contract, Owner and Design-Builder each represents that it has the necessary financial resources to fulfill its obligations under this Contract, and each has the necessary corporate approvals to execute this Contract, and perform the services described herein.

OWNER:

DESIGN-BUILDER:

(Signature)

Lydig Construction

(Signature)

(Printed Name)

(Title)

Date: _____

Date: _____

EXHIBIT B

Draft Progressive Design-Build General Conditions Between Owner and Design- Builder

**Snohomish County 911 Emergency
Communications Center (ECC) Facility Project**

**General Conditions of Progressive Design-Build
Contract Between Owner and Design-Builder**

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Article 1

General

1.1 Mutual Obligations

1.1.1 *Owner and Design-Builder* commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions

1.2.1 *Additional Services* refers to those services defined or described in Section 2.3.1.8 of the Contract.

1.2.2 *Allowance Items* are specific portions of the Phase 2 Work set forth in the GMP Amendment with the cost for such Work estimated in an assigned dollar amount.

1.2.3 *Allowance Values* are the dollar amounts assigned to Allowance Items.

1.2.4 *Application for Payment* is the Design-Builder's request for payment prepared and submitted in compliance with Article 8 of the Contract and Article 6 of these General Conditions of Contract.

1.2.5 *Basis of Design Documents* are those documents specifically identified in the Phase 2 Proposal and GMP Amendment as being the "Basis of Design Documents" and shall include, but not be limited to, agreed upon modifications to the Owner's Project Criteria.

1.2.6 *Change Order* is defined or described in Section 9.1 of these General Conditions of Contract.

1.2.7 *Claim* is a demand or assertion by Design-Builder for itself or for the benefit of any Subcontractor or supplier of any tier seeking an adjustment of GMP or Contract Time, or both, or any other relief with respect to the terms of the Contract Documents.

1.2.8 *Construction Documents* are the documents, consisting of drawings and specifications, to be prepared or assembled by the Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both the Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.9 *Construction General Conditions Costs* are defined or described in Section 7.3 of the Contract.

1.2.10 *Construction General Conditions Work* includes all work set forth in **Exhibit D** to the Contract.

1.2.11 *Contract* refers to the Progressive Design-Build Agreement between Owner and Design-Builder dated [REDACTED], DBIA Document No. 544 (2019 Edition), as modified.

1.2.12 *Contract Documents* are as defined in Article 3 of the Contract.

1.2.13 *Contract Price* is defined or described in Section 2.3.1.1 of the Contract.

1.2.14 *Contract Time(s)* are the dates for Substantial Completion, Acceptance and Final Completion set forth in, or calculable from, Article 6 of the Contract.

1.2.15 *Cost of the Phase 2 Work* is defined or described in Section 7.5 of the Contract.

1.2.16 *Day or Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.17 *Design-Build Team* is comprised of the Design-Builder, the Design Consultant (Engineer of Record), and Key Subcontractors (Key Firms) identified by the Design-Builder in its proposal in response to the Owner's Request for Proposals. The Key Firms are identified in Section 10.4 of the Contract.

1.2.18 *Design-Builder* is Lydig Construction

1.2.19 *Design-Builder's Contingency* is defined or described in Section 7.6.2 of the Contract.

1.2.20 *Design-Build Fee* is defined or described in Section 7.4 of the Contract.

1.2.21 *Design Builder's Representative* is defined or described in Section 10.2.2 of the Contract.

1.2.22 *Design Builder's Senior Representative* is defined or described in Section 10.2.1 of the Contract.

1.2.23 *Design Consultant or Engineer of Record* is a qualified, licensed design professional or employed or retained to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of the Design Consultant, but is retained by the Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents. The Engineer of Record shall be a professional engineer licensed in the state of Washington.

1.2.24 *Differing Site Conditions* are defined or described in Section 4.2.1 of these General Conditions of Contract.

1.2.25 *Electronic Data* is defined or described in Section 12.1.1 of these General Conditions of Contract.

1.2.26 *Final Application for Payment* is defined or described in Section 6.7 of these General Conditions of Contract and 8.4 of the Contract.

1.2.27 *Final Completion* is the date on which all Work, except for warranties, is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list and the submission of all documents set forth in Section 6.7.2 of these General Conditions of Contract.

1.2.28 *Force Majeure Events* are those unanticipated events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes (but not labor disputes involving Design-Builder), earthquakes, pandemics, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God. Force Majeure Events shall not include known events or conditions (and associated Legal Requirements) in existence at the time of execution of the GMP Amendment.

1.2.29 *General Conditions of Contract* refer to this Document.

1.2.30 *GMP or Guaranteed Maximum Price* is defined or described in Section 7.6 of the Contract

1.2.31 *GMP Amendment* is an amendment to the Contract contingent upon Owner's approval of the Phase 2 Proposal as defined or described in Section 2.3.2.3 of the Contract.

1.2.32 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.33 *Legal Requirements* are all applicable federal, state, and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.34 *Notice to Proceed* is a formal written notice from Owner to Design-Builder instructing it to commence with all or some portion of the Work.

1.2.35 *Open-Book* means that all costs and expenses of any kind chargeable to Owner shall be open and transparent to Owner. Owner has the right, directly or through agents or representatives of its choosing, to access and audit all information used or obtained by Design-Builder in formulating the price in Article 7 of the Contract. Any adjustment to price throughout the Project shall be made on an Open-Book basis as well. Open-Book pricing and payment procedures will not apply to a Lump Sum payment structure.

1.2.36 *Owner* is Snohomish County 911.

1.2.37 *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements. The Owner's Project Criteria are set forth in **Exhibit B** to the Contract

1.2.38 *Owner's Representative* is defined or described in Section 10.1.2 of the Contract.

1.2.39 *Owner's Senior Representative* is defined or described in Section 10.1.1 of the Contract.

1.2.40 *Pass-Through Costs* is defined or described in Section 7.5.3 of the Contract.

1.2.41 *Phase 1 Work* is that portion of the Work defined and described in the Phase 1 Scope of Services and includes but is not limited to completion of design through 100 percent.

1.2.42 *Phase 1 Scope of Services* is the document attached to the Contract as **Exhibit C**.

1.2.43 *Phase 2 Work* is that portion of the Work defined and described in the GMP Amendment.

1.2.44 *Phase 2 Proposal* is defined and described in Section 2.3 of the Contract.

1.2.45 *Project* is the Snohomish County 911 Emergency Communications Center (ECC) Facility Project and all Work associated herewith.

1.2.46 *Reference Documents* are those documents itemized in **Exhibit A**.

1.2.47 *Safety Representative* is defined and described in Section 2.8.1 of these General Conditions of Contract.

1.2.48 *Scheduled Substantial Completion Date* is the date set forth in the Contract at Section

6.2.1 and is subject to adjustment in accordance with these General Conditions of Contract.

1.2.49 *Site* is the land or premises on which the Project is located.

1.2.50 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

1.2.51 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

1.2.52 *Substantial Completion* or *Substantially Complete* means the Work, except for agreed punch list items, is sufficiently complete in accordance with the Contract Documents such that Owner can occupy and use the Project or a portion thereof for its intended purposes, and Design-Builder has provided all documentation and other information as is required by Section 6.6 of these General Conditions.

1.2.53 *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring, and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

1.2.54 *Work Change Directive* is defined and described in Section 9.2 of these General Conditions of Contract.

1.2.55 *Work Product* is defined and described in Section 5.1 of the Contract.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 Design-Builder's Representative shall be reasonably available to Owner and Owner's Representative and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder. Design-Builder shall be lawfully licensed, bonded, and insured in the jurisdiction where the Project is located. The Design-Builder shall be and operate as an independent contractor in the performance of the Work and shall have complete control over and responsibility for all personnel performing the Work. The Design-Builder is not authorized to enter into any agreements or undertakings for or on behalf of the Owner or to act as or be an agent or employee of the Owner.

2.1.2 Design-Builder shall provide Owner Owner's Representative and with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work; (iv) status of the contingency account to the extent provided for in the Contract; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work, within the GMP, for the Contract Price and within the Contract Time(s).

2.1.3 Pursuant to Section 2.3.1.4 of the Contract, Design-Builder shall prepare and submit a schedule for the execution of the Phase 2 Work for Owner's review and response (Project

Schedule). The Project Schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The Project Schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the Project Schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.4 The parties will meet within seven (7) days after execution of the Contract to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services.

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.3 Standard of Care for Design Professional Services.

2.3.1 The standard of care for all design professional services performed to execute the Work shall be the (i) the care and skill necessary to comply with the requirements of this Contract and (ii) care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project, whichever is greater. Notwithstanding the preceding sentence, if the Owner's Project Criteria contains specific performance standards for any aspect of the Work, the design professional services shall be performed to achieve such standards.

2.4 Design Development Services.

2.4.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. Interim design submissions shall be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.4.1 hereof and Section 2.1.1 of the Contract. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3 hereof, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

2.4.2 Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The

Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

2.4.3 Owner's review and approval of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Construction Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements.

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.6 Government Approvals and Permits.

2.6.1 Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

2.7 Design-Builder's Construction Phase Services.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed in the state of Washington and qualified to perform the Work consistent with the Contract Documents. Owner approves Subcontractors identified in Section 10.3 of the Contract as Key Firms and Key Personnel. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance.

2.7.3.1 The Design-Builder shall include the language of this sub-paragraph in each of its first tier subcontracts, and shall require each of its Subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of Owner, Design-Builder shall promptly provide documentation to Owner demonstrating that

the Subcontractor meets the subcontractor responsibility criteria below. The requirements of this subsection apply to all subcontractors regardless of tier. At the time of subcontract execution, Design-Builder shall verify that each of its first tier Subcontractors meets the following bidder responsibility criteria:

- a) Have a current certificate of registration as a contractor in compliance with Chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
- b) Have a current Washington Unified Business Identifier (UBI) number;
- c) If applicable, have:
 - i. Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - ii. A Washington Employment Security Department number, as required in Title 50 RCW;
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - iv. An electrical contractor license, if required by Chapter 19.28 RCW;
 - v. An elevator contractor license, if required by Chapter 70.87 RCW.
 - vi. Receipt of training on the requirements related to public works and prevailing wages under Chapters 39.04 and 39.12 RCW to a person or persons designate by Bidder. This training must be provided by the Department of Labor and Industries (L&I) or by a training provider whose curriculum is approved by L&I. L&I, in consultation with the prevailing wage advisory committee, will determine the length of this training. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from the training requirement stated in this subparagraph.
- d) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

2.7.4 Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design- Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.7.6 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.7.7 The Design-Builder and each Subcontractor engaged in the Work shall pay all workers, laborers, or mechanics employed in the performance of any part of the Work an amount not less than the prevailing rate of wages established for each trade or occupation as established by the Washington Department of Labor and Industries. It is the Design-Builder's responsibility to determine the appropriate classifications and verify the applicable prevailing wage rates in effect at the time the proposal submittal is due. A worker, laborer, or mechanic whose type of work is not covered by any of the prevailing wage classifications and rates established by the Department of Labor and Industries shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed, or as determined by the Industrial Statistician of the Washington Department of Labor and Industries.

The hourly minimum rates for wages and fringe benefits can be obtained at the following URL:

<http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>

Printed copies of the current prevailing wage rates are available for viewing at [redacted]. Owner will mail a hard copy of the prevailing wage rates upon written request received within seven days of the Proposal Submittal Date.

2.7.7.1 State wages: In accordance with RCW 39.12.020, the Design-Builder shall post on the Project site a copy of the approved Statements of Intent to Pay Prevailing Wages for the Design-Builder and every subcontractor of any tier. In addition, the Design-Builder shall post contact information for the Department of Labor and Industries regarding where a complaint about prevailing wages may be filed.

2.7.7.2 Owner does not guarantee that labor can be procured for the minimum wages provided for in the applicable prevailing wages. The prevailing rates of wages listed are a minimum only, below which Design-Builder cannot pay, and they do not constitute a representation that labor can be procured for the minimum listed. Design-Builder shall ascertain the wages above the minimum set forth that may have to be paid.

2.7.7.3 Before commencing the Work, Design-Builder and all Subcontractors, regardless of tier, shall file with the Owner a "Statement of Intent to Pay Prevailing Wages" approved by the Washington State Department of Labor and Industries certifying the rate of hourly wage to be paid each classification of worker, laborer, or mechanic to be employed upon the Work by the Design-Builder and Subcontractors. Such rates of hourly wage shall not be less than the prevailing wage rate. Before any payment is made by the Owner of any sums due under this contract, the Owner must receive from the Design-Builder and any Subcontractor, regardless of tier, a copy of the approved "Statement of Intent to Pay Prevailing Wages." Also following the Final Acceptance of the project, the Owner must receive from the Design-Builder and each Subcontractor, regardless of tier, a copy of the "Affidavit of Wages Paid" approved by the State Department of Labor and Industries. The Design-Builder and each Subcontractor shall pay all fees associated with and make all applications directly to the Department of Labor and Industries. Forms may be obtained from the Department of Labor and Industries. These affidavits will be required before any funds retained, according to the provisions of RCW 60.28.011, are released to the Design-Builder.

2.7.7.4 Disputes regarding prevailing wage rates shall be referred for arbitration to the

Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.

2.8 Design-Builder's Responsibility for Project Safety.

2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

2.8.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

2.8.4 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work, including observance of drug testing and all smoking, tobacco, drug, alcohol, parking, safety, weapons, background checks, sexual harassment, and other rules governing the conduct of personnel at the Owner's property and at the Project Site. No change to the GMP or Contract Time, the Design-Builder shall remove from the Work and Work Site any employee or other person pursuant to this Section

2.8.4. Failure to comply with these requirements is grounds for immediate termination of the Contract for Cause.

2.8.5 The Design-Builder shall comply with the pertinent provisions of RCW 49.17, "Washington Industrial Safety and Health Act," and Ch. 296-155 WAC, "Safety Standards for Construction Work."

2.8.6 Pursuant to RCW 49.70, "Worker and Community Right to Know Act," and WAC 296- 307-560 et seq., the Design-Builder shall provide the Owner copies of and have available at the Project Site a workplace survey and material safety data sheets for all "hazardous" chemicals under the control or use of Design-Builder or any Subcontractor of any tier at the Project Site.

2.8.7 A Site-specific Covid-19 safety plan is required. The Design-Builder shall prepare and implement a Site-specific Covid-19 safety plan, which complies with applicable construction job site requirements as established by the state of Washington's Phased Business Activity

Guidelines. The Covid-19 safety plan must be available at the job site and readily available upon request for inspection by state and local authorities. The Design-Builder shall designate a supervisor in its Site-specific Covid-19 safety plan. The Design-Builder shall fully implement the safety plan and provide regular status updates relative to compliance at each progress meeting.

2.9 Warranties and Guaranty.

2.9.1 Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Work, materials, or equipment not conforming to these requirements, including substitutions not properly approved and authorized, are considered defective. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.10 Correction of Defective Work.

2.10.1 Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Final Completion or within such longer period to the extent required by any specific warranty included in the Contract Documents.

2.10.2 Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own or other contracted forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

2.10.3 The one-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

2.11 Non-Discrimination.

2.11.1 Design-Builder shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. Design-Builder shall not participate either directly or indirectly in such discrimination, including discrimination in employment practices. In the event of Design-Builder's noncompliance with the nondiscrimination provisions of the Contract Documents, Owner shall impose such sanctions as it, or the Owner's funding agencies, may determine to be appropriate, including, but not limited to: (a) withholding of payments to Design-Builder until Design-Builder complies, and (b) termination or suspension of the Contract, in whole or in part.

2.11.2 Design-Builder shall actively and in good faith provide opportunities for underutilized firms (Underutilized Firms) as Subcontractors and suppliers in the performance of the Phase 2

Services. Design-Builder shall consider granting contracts to Underutilized Firms on the basis of substantially equal proposals in the light most favorable to the Underutilized Firm. Design-Builder shall implement an Outreach Plan, reviewed and approved by the Owner prior to the execution of this Contract, that outlines the proactive strategies, resource commitments, and specific steps Design-Builder will take to effectively reach out to Underutilized Firms for the performance of the Phase 2 Services. As requested by Owner, Design-Builder shall furnish evidence of its compliance with these requirements. As used in this section, Underutilized Firms shall include veteran business enterprises (VBEs), minority business enterprises (MBEs), women business enterprises (WBEs), minority women business enterprises (MWBEs), combination Business enterprises (CBEs) and Socially and Economically Disadvantaged Business Enterprises (SEDBEs). The term "VBE" means a business at least 51% of which is veteran-owned. The terms MBE, WBE, MWBE, CBE and SEDBE are any such business that have been so certified by the State of Washington.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations, and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in the Project Schedule.

3.1.3 Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information.

3.2.1. Reference Documents. Owner has provided Design-Builder with access to the reference documents (the "Reference Documents") listed in **Exhibit A** to the Contract. Owner provides such Reference Documents to Design-Builder for information only. Design-Builder understands and agrees that Owner shall not be responsible or liable in any respect for any loss, damage, injury, liability, cost or cause of action whatsoever suffered by Design-Builder by reason of any use of any information contained in the Reference Documents or any action or forbearance in reliance thereon. Design-Builder further acknowledges and agrees that (a) if and to the extent Design-Builder or anyone on Design-Builder's behalf uses any of the information in the Reference Documents in any way, such use is made on the basis that Design-Builder, not Owner, has approved and is responsible for such information, and (b) Design-Builder is capable of conducting and obligated hereunder to conduct any and all studies, analyses and investigations as it deems advisable to verify or supplement such information, and that any use of such information is entirely at Design Builder's own risk and at its own discretion.

3.2.2 Except as otherwise provided in the Contract Documents, Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Reserved.

3.4 Owner's Representative.

3.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions, or defects in the performance of the Work. Provided, however, that the failure of Owner's Representative to provide such notice shall not relieve Design-Builder from the obligation to perform the Work and deliver the Project in a manner consistent with its obligations under the Contract Documents. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

3.5 Government Approvals and Permits.

3.5.1 Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees for the Project.

3.6 Owner's Separate Contractors.

3.6.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with and coordinate their activities so as not to interfere with, Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions.

4.1.1 Unless shown or indicated in Contract Documents or identified in the Contract Documents to be within the scope of Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures may include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

4.1.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 Design-Builder will be entitled, in accordance with these General Conditions, to an adjustment in the GMP and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions. Adjustment in Contract Time or compensation for delay will only be allowed for adverse impacts to the critical path. If Design-Builder seeks to have the GMP or the Contract Time, or both,

adjusted due to any Hazardous Conditions, Design-Builder shall comply with the provisions of Section 9.1.3 of these General Conditions (Design-Builder Request for Change Order) in addition to the requirements of this Article 4. If Design-Builder has complied with this Article 4 and Section 9.1.3 of these General Conditions and Owner and Design-Builder cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in GMP or Contract Time, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Design-Builder, the Design-Builder may make a Claim therefor as provided in Article 10.

4.1.5 Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors, or anyone for whose acts they may be liable or responsible. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

4.1.6 Design Builder shall not use or otherwise incorporate any asbestos-containing materials or products in the Work. At the time of final acceptance, Design-Builder shall submit a letter to the Owner that no asbestos-containing materials or products have been installed in the building in violation of this contractual provision and applicable laws.

4.1.7 Training and Reporting

4.1.7.1 All workers onsite who are involved in demolition, construction, installation or excavation activities must have current Asbestos Awareness Training, as required by WAC 296-62-07722(6).

4.1.7.2 Prior to bringing onsite any chemicals listed in 6 CFR part 27, Appendix A, the Design-Builder shall submit for itself and for all Subcontractors a completed "Contractor Declaration and Reporting Form for Department of Homeland Security – Chemicals of Interest."

4.1.8 General Requirements When Design-Builder Performs Hazardous Conditions Abatement

4.1.8.1 SUPERVISORY AUTHORITY: Design-Builder assumes all responsibilities and shall perform all required work under applicable regulations related to their supervisory authority over Subcontractors and personnel performing work related to hazardous materials.

4.1.8.2 ACCESS RESTRICTIONS: Work described in the Contract Documents includes restriction of access to work areas during hazardous materials activities. Access to various work areas by the general public, Subcontractors, and other individuals will not be possible during certain hazardous materials work sequences, as specified in the Contract Documents. Design-Builder shall coordinate the Work to facilitate access by Subcontractors while enforcing work area restrictions, and shall minimize disruption to building occupants and services.

4.1.8.3 WORKING HOURS: No hazardous materials work shall occur when building users have access to work areas. Schedule all hazardous materials work to occur in accordance with schedule requirements outlined elsewhere in the Contract Documents, and when work areas have been vacated by building users.

4.1.8.4 EMERGENCY CONTACTS: Designated qualified representatives of the Contractor and specific hazardous materials Subcontractors are to be available on a 24-

hour emergency basis for the duration of the Work. Provide contact information to the Owner's Representative for inclusion in the Project emergency contact list.

4.1.8.5 GENERAL HAZARDOUS MATERIALS SUBMITTALS: Design-Builder shall review the scope of work and submittal requirements outlined in the Contract Documents. Design-Builder shall submit, and require all subcontractors performing the work of handling or disposing of any hazardous materials to submit, pertinent information required by the Contract Documents. Examples of work and impact may include abatement, demolition, saw cutting, roto-hammering, welding, sanding, drilling, scraping or other remodeling and metals-related impact, impact of asbestos-containing joint compound or other material with <1% asbestos, PCB ballast removal or light tube removal and disposal.

4.1.8.6 REGULATIONS, LAWS and ORDINANCES: Design-Builder shall comply with all applicable regulations, laws and ordinances concerning the impact, removal, handling, storage, disposal, monitoring and protection against exposure or environmental pollution related to hazardous or regulated materials and conditions. Impacts to hazardous or regulated materials that may be required by the Work may include, but are not limited to: manual demolition, mechanical demolition, cutting, sawing, drilling, sanding, scraping, welding, power-washing or torch-cutting. Confirm required impacts with other applicable specification sections and drawing sheets. Design-Builder shall furnish all labor, materials, equipment, services and insurance that is specified, shown, or reasonably implied for the removal and handling of hazardous materials as part of the Work.

4.2 Differing Site Conditions.

4.2.1 Differing Site Condition. If Design Builder encounters conditions at the Site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents (collectively, a "Differing Site Condition"), then Design Builder shall give written notice to Owner within 24 hours after becoming aware of or having encountered such condition. Design-Builder shall not further disturb the Differing Site Condition or perform any Work in connection therewith (except for an emergency) until receipt of written order to do so. After receipt of such written notice, Owner will promptly review the pertinent condition.

4.2.2 Possible GMP and Contract Time Adjustments

4.2.2.1 If Design-Builder seeks to have the GMP or the Contract Time, or both, adjusted due to the existence of a Differing Site Condition, Design-Builder shall comply with the provisions of Article 9 in addition to the requirements of this Section 4.2.

4.2.2.2 Design-Builder shall not be entitled to any adjustment in the Contract Price or Contract Time if:

- a) Design-Builder knew of the existence of such conditions at the time Design-Builder and Owner negotiated this Contract; or
- b) Design-Builder failed to give the written notice as required by Section 4.2 and/or comply with Article 9.

4.2.2.3 If Design-Builder knows or should have known of a Differing Site Condition during Phase 1 of the Project, but fails to mitigate by taking the Differing Site Condition into account in its design, the adjustment to the GMP or Contract Time will be limited to

the adjustment, if any, that Design-Builder would have been entitled to if Design-Builder had not so failed to mitigate.

4.2.2.4 If Design-Builder complies with the provisions of Article 9 and this Section 4.2 and Owner and Design-Builder are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the GMP or Contract Time, or both, a Claim may be made by Design-Builder as provided in Article 10.

Article 5

Insurance and Bonds

5.1 Insurance. The Design-Builder shall provide insurance consistent with and in accordance with the requirements of Article 11 of the Contract.

5.2 Bonds. The Design-Builder shall provide performance and payment bonds consistent with and in accordance with the requirements of Article 11 of the Contract.

Article 6

Payment

6.1 Schedule of Values.

6.1.1 The Design-Builder shall submit a Schedule of Values at least 15 days prior to submitting their first Application for Payment for Phase 2 Work. The Schedule of Values shall reasonably allocate the Contract Sum among the various portions of the Work; be complete; be organized to include detailed breakdown of each major unit of the Work; be organized to correspond to Design-Builder's schedule; break down the Contract Sum showing the value assigned to each part of the Work; be so organized as to facilitate assessment of work and payment of Subcontractors; and be balanced. To the greatest extent possible, the breakdown shall use the same tasks or units as the Design-Builder's CPM schedule. Design-Builder shall provide documentation substantiating the cost allocation if asked by the Owner. Upon acceptance of the Schedule of Values by the Owner, it shall be used as a basis for all requests for payment.

6.1.2 The Owner will timely review and approve the Schedule of Values so as not to delay the submission of the Design-Builder's first application for payment. The Owner and Design-Builder shall timely resolve any differences so as not to delay the Design-Builder's submission of its first application for payment.

6.2 Payments.

Owner shall make payments for Phase 1 and Phase 2 Services in accordance with Section 8 of the Contract.

6.3 Withholding of Payments.

6.3.1 On or before the date established in the Contract, Owner shall pay Design-Builder all amounts properly due, less statutory retainage. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment because of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's

concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

6.3.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Contract.

6.4 Reserved.

6.5 Design-Builder's Payment Obligations.

6.5.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion.

6.6.1 Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Builder's notice (and all required documents and information), Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth

(i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion. Design-Builder's notice shall include the following documents and information:

6.6.1.1 An affidavit certifying that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work through the date of the notice which will in any way affect Owner's interests;

6.6.1.2 All operating manuals, warranties, record documents and other deliverables required by the Contract Documents; and

6.6.1.3 A signed and stamped set of all calculations supporting the design of the Project.

6.6.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion, and subject to the Retainage requirements of RCW 60.28 and Section 8.3 of the Contract.

6.6.3 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the

extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.7 Final Payment.

6.7.1 After receipt of a Final Application for Payment from Design-Builder, together with all information required by Section 6.7.2 below, Owner shall make final payment by the time required in the Contract if Design-Builder has achieved Final Completion.

6.7.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

6.7.2.1 An affidavit certifying that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

6.7.2.2 A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

6.7.2.3 Consent of Design-Builder's surety, if any, to final payment;

6.7.2.4 All operating manuals, warranties and other deliverables required by the Contract Documents; and

6.7.2.5 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

6.7.3 Reserved.

6.7.4 Deficiencies in the Work discovered after Substantial Completion, whether such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

Article 7

Indemnification

7.1 Patent and Copyright Infringement.

7.1.1 Design-Builder shall defend, with counsel reasonably acceptable to Owner, any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses incurred by or awarded against Owner or Design-Builder in any such action or proceeding.

Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner or (ii) arising from modifications to the Work by Owner or its agents after Acceptance. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement or violation of any patent or copyright.

7.2 Tax Claim Indemnification.

7.2.1 If, in accordance with Owner's direction, an exemption for all or part of the Work is claimed for taxes, Owner shall indemnify, defend and hold harmless Design-Builder from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's directive. Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely.

7.3 Payment Claim Indemnification.

7.3.1 Provided that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

7.4 Design-Builder's General Indemnification. Design-Builder shall defend, indemnify and hold the Owner, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Owner.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Design-Builder and the Owner, its officers, officials, employees, and volunteers, the Design-Builder's liability

hereunder shall be only to the extent of the Design-Builder's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Design- Builder's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 6 of the Contract. By executing the Contract, the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

8.2 Delays to the Work.

8.2.1 If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. Delays attributable to and within the control of a Subcontractor or supplier shall be deemed to be delays within the control of Design-Builder. By way of example, events that may entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events. Design-Builder shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by an act of Force Majeure or otherwise.

8.2.2 Design-Builder is not entitled to a change in Contract Time unless the progress of the Work on the critical path is delayed and completion of the Work within Contract Time is delayed. A Request for a Change Order that includes a request for an adjustment in the Contract Time shall be delivered to Owner in accordance with Article 9 herein and, in addition to any requirements in Article 9, shall:

- a. Include a clear explanation of how the event or conditions specifically impacted the critical path and overall construction schedule and the amount of the adjustment in Contract Time requested.
- b. Demonstrate that the delay could not have been avoided by re-sequencing of the Work or other reasonable alternatives.
- c. Be limited to the change in the critical path of a construction schedule, and any updates, attributable to the event or conditions which caused the request for adjustment.

8.3 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder may also be entitled to an appropriate adjustment of the GMP; except that the GMP shall not be adjusted for Force Majeure Events.

Article 9

Changes to the GMP and Contract Time

9.1 Authorized Changes in the Work

9.1.1 General. After execution of the Contract, Changes in the Work are effective solely by Change Order or Work Change Directive.

9.1.2 Change Order. A Change Order is a written instrument issued after execution of the Contract signed by Owner and Design-Builder, stating their agreement upon all of the following:

9.1.2.1 The scope of the change in the Work;

9.1.2.2 The amount of the adjustment to the GMP, if any; and

9.1.2.3 The extent of the adjustment to the Contract Time(s), if any.

A Change Order shall constitute full payment and final settlement of all Claims for Contract Time adjustment and for direct, indirect, and consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either recovered or affected by the Change Order, or related to the events giving rise to the request for equitable adjustment

9.1.3 Design-Builder Request for Change Order. Change Order requests may be initiated by Design-Builder in accordance with this subsection 9.1.3.

9.1.3.1 If Design-Builder believes that it is entitled to relief for any event or condition arising out of or related to the Work or Project, Design-Builder shall provide to Owner a written Notice of Intent to Submit a Request for Change Order no later than seven days after the event or condition giving rise to the claim for relief.

9.1.3.2 Unless the Owner's Representative issues written notice authorizing Design-Builder additional time to submit the Request for Change Order, Design-Builder shall provide a written Request for Change Order to the Owner's Representative no later than 21 days after delivery of the Notice of Intent to Submit a Request for Change Order. The Request for Change Order must include (a) specific dollar amount of the requested change to GMP, covering all costs associated with the requested Change Order; (b) specific request for change in Contract Time (number of days); and (c) all documentation supporting the Request for a Change Order, including but not limited to all cost records, schedule analysis, and the documents identified in the Contract Documents, that are in any way relevant to the Design-Builder's Request for Change Order.

9.1.3.3 Pending resolution of Design-Builder's Request for a Change Order, Design-Builder shall continue to perform all Work including, at the written request of the Owner, the work associated with the pending Request for Change Order.

9.1.3.4 A Request for Change order that is not accepted by Owner within 30 days after receipt by Owner is deemed denied.

9.1.3.5 If Design-Builder disagrees with denial of a Request for Change Order, the Design-Builder's sole remedy shall be to file a fully documented Claim in accordance with Article 10 within 30 days after Design-Builder's receipt of the

denial or within thirty (30) days after the denial is deemed to have occurred under Section 9.1.3.4 above.

9.1.4 Unilateral Change Order. Owner may unilaterally issue a Change Order at any time, without invalidating the Contract and without notice to sureties. If any such Change Order causes an increase or decrease in the cost of, or time required for, performance of any part of the Work, Owner may make an adjustment in the GMP, Contract Time, or both, in accordance with the Contract Documents. If Design-Builder disagrees with the adjustment to the GMP or Contract Time as indicated in a Unilateral Change Order, Design-Builder's only remedy shall be to file a fully documented Claim in accordance with Article 10. Regardless of any such disagreement, the Design-Builder is required to continue with performance of all Work, including work associated with the Unilateral Change Order.

9.1.5 Owner Change Order Proposal. Change requests may be initiated by Owner through a Change Order Proposal submitted to Design-Builder. Such a request is for information and pricing only, and is not an instruction to execute changes or to stop work in progress, unless issued as a Work Change Directive. Upon receipt of the Owner Change Order Proposal, the Design-Builder shall promptly submit its proposed costs and pricing. If Owner and Design-Builder agree to the terms of the cost and pricing for the proposed change, they shall execute a mutually acceptable Change Order to authorize the change.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

9.2.2 Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the GMP and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 GMP Adjustments.

9.4.1 The increase or decrease in GMP resulting from a change in the Work shall be determined by one or more of the following methods:

9.4.1.1 Unit prices set forth in the Contract or as subsequently agreed to between the parties;

9.4.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

9.4.1.3 Costs, fees and any other markups set forth in the Contract; or

9.4.1.4 If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Contract.

9.4.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury, or loss. Any change in the GMP and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10

Claims and Disputes

10.1 Condition Precedent to Filing a Claim. The following actions are a mandatory condition precedent to filing a Claim: (a) a Request for Change Order is denied or deemed denied by the Owner or (b) a Unilateral Change Order is issued by the Owner.

10.2 Claim Deadline. Unless otherwise agreed to in writing by the Owner, a fully documented Claim shall be received by the Owner within thirty (30) days after the denial or deemed denial of a Request for Change Order, or, in the case of a Unilateral Change Order, Design-Builder's receipt of Owner's decision regarding Contract Time or GMP adjustments pursuant to the Unilateral Change Order. Failure to comply with the time requirements set for filing a Claim shall constitute acceptance by the Design-Builder, on behalf of itself and its Subcontractors and suppliers, of the Unilateral Change Order or the Owner's denial or deemed denial of a Request for Change Order. Such acceptance shall be considered complete, full, and final settlement of all costs, damages, and Claims related to or arising from the Request for Change Order or Unilateral Change Order.

10.3 Design-Builder's Obligation to Continue Work. Pending final decision of a Claim hereunder, the Design-Builder shall proceed diligently with the performance of the Work, including that work associated with the Claim, and maintain its progress with the Work. Failure to proceed as required herein shall constitute grounds for termination for cause under Article 11.

10.4 Information Required in a Fully Documented Claim. Every Claim must be submitted by Design-Builder, in writing and clearly designated by Design-Builder as a fully documented Claim. At a minimum, a fully documented Claim must contain the following information:

10.4.1 A detailed factual statement of the Claim providing all necessary details, locations, and items of Work affected;

10.4.2 The date on which facts arose that gave rise to the Claim;

10.4.3 The name of each person employed or associated with Design-Builder, Subcontractors, suppliers, and/or the Owner with knowledge about the event or condition which gave rise to the Claim;

10.4.4 Copies of documents and a written description of the substance of any oral communications that concern or relate to the Claim;

10.4.5 The specific provisions of the Contract Documents on which the Claim is based;

10.4.6 If an adjustment in the GMP is sought, the exact amount sought, calculated in accordance with the Contract Document and accompanied by all records supporting the Claim;

10.4.7 If an adjustment in the Contract Time is sought, the specific days and dates for which it is sought; the specific reason Design-Builder believes an adjustment in the Contract Time should be granted; and Design-Builder's analyses of its construction schedule, any specific schedule analysis as required by the Contract Documents, and all updates to demonstrate the reason for the adjustment in Contract Time; and,

10.4.8 A statement certifying, under penalty of perjury, that after the exercise or reasonable diligence and investigation the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of the Design-Builder's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the GMP or Contract Time for which Design-Builder believes the Owner is liable.

10.5 Cooperation/Claims Audit. Design-Builder shall cooperate with Owner or its designee in the evaluation of its Claim and provide all information and documentation requested by Owner or its designee. Claims filed against Owner shall be subject to audit at any time following the filing of the Claim. Failure of Design-Builder, or Subcontractors of any tier, to maintain and retain reasonably sufficient records to allow Owner to verify all or a portion of the Claim or to permit Owner access to the books and records of Design-Builder, or Subcontractors of any tier, shall constitute a waiver of that part of the Claim and shall bar any recovery on that part of the Claim.

10.6 Owner Evaluation of Claim. After Design-Builder has submitted a fully documented Claim that complies with Article 10, Owner shall respond, in writing, to Design-Builder within sixty (60) days from the date the fully documented Claim is received with a decision regarding the Claim. The Claim shall be deemed denied upon the 61st day following receipt of the Claim by Owner. Any Claims not fully resolved must be submitted to Dispute Resolution in accordance with Section 10.7.

10.7 Dispute Avoidance and Resolution.

10.7.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work. If a Claim or other disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such Claim.

10.7.4 If after meeting the Senior Representatives determine that the Claim or other disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator. If the parties have not reached an agreement on a mediator within thirty (30) days of the request, either party may submit the unresolved claims or disputes to either JAMS, Seattle, Washington, or such other alternative dispute resolution service to which the

parties mutually agree, for appointment of a single mediator. The parties to the mediation shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

- 10.8 Litigation.** Any Claims, disputes or controversies between the parties arising out of or relating to the Contract, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.7 above shall be decided by litigation, unless the parties mutually agree in writing otherwise. All unresolved Claims of Design-Builder shall be waived and released unless Design-Builder has 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 of all the Work designated in writing by Owner or (b) 60 days after Final Acceptance. This requirement cannot be waived except by an explicit written waiver signed by Owner and Design-Builder. The pendency of mediation shall toll these deadlines until the earlier of the mediator providing written notice to the parties of impasse or 30 days after the last mediation session ended with no further sessions scheduled by the mediator.

10.9 CONSEQUENTIAL DAMAGES.

10.9.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.9.2 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING. Costs and damages for which Owner shall not be liable under any circumstances include, but are not limited to: (a) borrowing or interest costs, charges, or expenses of Design-Builder; (b) alleged lost profit or overhead on any other project; and (c) Design-Builder's failure or inability to obtain other work.

10.9.2 The consequential damages limitation set forth in Section 10.9.1 above is not intended to affect the payment of liquidated damages which both parties recognize has been established, in part, to reimburse Owner for some damages that might otherwise be deemed to be consequential.

Article 11

Stop Work and Termination for Cause

11.1 Owner's Right to Stop Work.

11.1.1 Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work.

11.1.2 Design-Builder is entitled to seek an adjustment of the GMP and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner.

11.2 Owner's Right to Perform and Terminate for Cause.

11.2.1 If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the

Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Contract unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Contract terminated for default by providing written notice to Design-Builder of such declaration.

11.2.3 Upon declaring the Contract terminated pursuant to Section 11.2.2 above, Owner may enter the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.

In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. Notwithstanding the preceding sentence, if the Contract establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed under this Contract. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the procurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

11.2.4 If Owner improperly terminates the Contract for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of Article 9 of the Contract.

11.3 Reserved.

11.4 Design-Builder's Right to Terminate for Cause.

11.4.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Contract for cause for the following reasons:

11.4.1.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to Force Majeure Events, the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

11.4.1.2 Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Contract unless the problem cited is cured, or commenced to be cured, within thirty (30) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Contract terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Contract for its convenience under Article 9 of the Contract.

11.5 Bankruptcy of Design-Builder.

11.5.1 If Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code, such event may impair or frustrate the Design-Builder's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

11.5.1.1 The Design-Builder, its trustee or other successor, shall furnish, upon request of the Owner, adequate assurance of the ability of the Design-Builder to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

11.5.1.2 The Design-Builder shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Contract within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Design-Builder fails to comply with its foregoing obligations, the Owner shall be entitled to request the bankruptcy court to reject the Contract, declare the Contract terminated and pursue any other recourse available to the Owner under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the Owner to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

Article 12

Electronic Data

12.1 Electronic Data.

12.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

12.2 Transmission of Electronic Data.

12.2.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

12.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Contract, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

12.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 5 of the Contract. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13

Miscellaneous

13.1 Confidential Information. Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project. Except for Confidential Information as defined above, all proceedings, records, contracts, and

other public records relating to public works are open to the inspection of any interested person, firm or corporation in accordance with RCW 42.56, Public Records Act of the State of Washington.

13.2 Assignment. Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

13.3 Successorship. Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors, and assigns.

13.4 Governing Law. The Contract and all Contract Documents shall be governed by the laws of the State of Washington without giving effect to its conflict of law principles. Exclusive venue for any dispute arising out of this Contract shall be in Snohomish County Superior Court.

13.5 Severability. If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver. The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.7 Headings. The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice. Whenever the Contract Documents require that notice be provided to the other party, notice shall be provided consistent with Section 12.3 of the Contract.

13.9 Amendments. The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

EXHIBIT C

Progressive Design-Build Contract – Exhibit D Work included in the Construction General Conditions

Exhibit D

Snohomish County 911 Emergency Communications Center (ECC) Facility Project

Work Included in Construction General Conditions

Section 1. Relationship to Construction General Conditions Fee

The Construction General Conditions Fee identified in Section 7.3 of the Progressive Design-Build Contract shall be the sole reimbursement for all costs and expenses associated with the Construction General Conditions Work regardless of whether such work is provided directly by Design-Builder or General Contractor (if not the Design-Builder, or indirectly via subcontract or vendor agreement).

Cost of the Phase 2 Services as identified in Section 7.5 of the Progressive Design-Build Contract shall not include any Construction General Conditions Work identified in this Exhibit D.

Section 2. Construction General Conditions Work

Design-Builder shall be responsible for all required Construction General Conditions Work, in connection with the Phase 2 Services, as well as the performance of the related obligations, as described below. All costs contained below shall be the actual cost necessarily incurred in the completion of the Work.

- **Supervisory and Administrative Personnel** (also includes General Contractor if Design-Builder is not the General Contractor) Wages and salaries of the contractors' supervisory and/or administrative personnel approved in advance by the Owner, are to be reimbursed at actual cost excluding bonuses/incentives or any other adders.
 - All Design-Builder's supervisory and administrative personnel engaged in the on-site performance of Phase 2 Services, including **but not limited to** the Design-Build Project Manager, Construction Manager, Construction Superintendent(s), and those responsible for managing and implementing Design-Builder's scheduling, cost control, billing, health and safety, QA/QC, and expenses. **For clarity, only the Design-Builder's craft labor shall be excluded from this category; any other on-site personnel provided by the Design-Builder (or General Contractor if Design-Builder is not acting as the General Contractor) shall be included as General Conditions and covered by the Design-Builder's General Conditions Fee.**
 - Time of Design-Builder's supervisory and administrative personnel engaged off of the Project Site to support the Phase 2 Services, including visits to suppliers and manufacturing locations, attendance at workshops, travel, and other activities required for the coordination, of production or transportation of material or equipment necessary for the Phase 2 Services, but only for that portion of their time required for the Phase 2 Services.
 - Time of the Design-Builder's personnel stationed at the Design-Builder's principal or branch offices and performing Phase 2 Services with the Owner's prior approval. **For clarity, this does not include time of the Engineer of Record associated with providing submittal reviews, responding to RFIs, and other activities necessary to ensure the construction complies with the design intent.**

- Employee benefits, premiums, taxes, insurance, contributions and assessments for all personnel covered by the General Conditions Fee, and as required by law and collective bargaining agreements. For personnel covered by the General Conditions Fee but not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions paid by the Design-Builder, to the extent such costs are based on wages and salaries paid to supervisory and administrative personnel of the Design-Builder. All payroll taxes are subject to capping. Bonuses and other discretionary payments are not reimbursable directly but are to be recovered by the Design Builder's Fee.
- The reasonable cost of vehicles, travel, accommodations, and meals for the Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Phase 2 Services, subject to the Owner's prior approval. Commuting cost is not reimbursable.
- **Field Office(s) for Design-Builder Staff** (also for General Contractor if Design-Builder is not the General Contractor). All work associated with establishing, operating, and demobilizing Design-Builder's Site Office including, but not limited to:
 - Design-Builder field office mobilization and demobilization
 - Office trailer rental
 - Office furniture and equipment
 - Office janitorial
 - Office supplies
 - Office Computers, software, and maintenance. The cost of such items are subject to the provisions contained in Section 7.5.1.6 of the Contract.
 - High speed internet service
 - All jobsite communication tools, equipment, and services for the Project including:
 - Cellular phones, and cellular phone service, including long-distance calls
 - Telephones, and telephone service, including long-distance calls
 - Jobsite radios
 - The cost of such items are subject to the provisions contained in Section 7.5.1.6 of the Contract.
 - Copy machines, fax machines, printers, scanners, and paper shredders for onsite document reproduction
 - Document reproduction services (off-site or custom)
 - Postage, courier, and express delivery
 - Accounting and data processing costs directly associated with this project. Home office IT, centralized data processing, corporate cloud services etc. are to be recovered by fee.
 - Job travel, including fuel and vehicle
 - Scheduling expenses

- Job meeting expenses necessarily incurred.
- **Construction Supplies and Support Areas**
 - Temporary parking and laydown areas both on and/or off-site, including rental areas
 - Storage facilities, both on and off site, whether owned or rented as substantiated for square footage, with owner's advance approval if owned by the Design-Builder.
 - Incidental construction equipment, small tools, tool shed, and consumables not customarily owned by workers and required for the performance of the Work. The cost of such items are subject to the provisions contained in Section 7.5.1.6 of the Contract.
 - Fuel for onsite equipment
 - Surveying equipment and supplies
 - Project specific signage
- **Temporary Amenities and Utilities** (includes hookup, metering, and consumption costs)
 - Drinking water
 - Temporary toilets
 - Temporary water distribution and meters
 - Temporary fire protection
 - Temporary power
 - Temporary and emergency lighting
 - Temporary construction facilities and services
 - Temporary heat and ventilation
 - Temporary weather protection
- **Site Maintenance and Site Cleanup**
 - Site security
 - Fencing, barricades, partitions, protected walkways, and other measures used for traffic control on site
 - Site erosion control
 - Daily site cleanup, dumpsters, and garbage/recyclables disposal
 - Cleanup at Substantial Completion
- **Health and Safety**
 - Personal protective equipment (PPE) for staff and visitors
 - COVID-19 related PPE (e.g., face masks, face shields, etc.) and all other COVID-19 related safety implementation measures (e.g., temperature check stations)
 - Confined space entry, including personnel protective and monitoring equipment, standby personnel, and all related costs

- Handwashing stations, hand soap, and handwashing signage
- Alcohol-based hand sanitizer
- First aid
- Fall protection
- Safety program administration and training
- Drug testing
- Safety signage
- **Project Documentation**
 - Photographs to document pre-field investigation and pre-construction conditions
 - Project progress photos
 - Reference manuals
 - Project redline drawings
- **Design-Builder owned equipment**
 - Computers, vehicles, Radios or phones or any other Design Builder owned Equipment is subject to the provisions contained Section 7.5.1.6 of the Contract.
 - Electronic Equipment: Hardware to be included in the Owned Equipment rental log, and rental rates based on 2 year estimated useful life. All software rates to be evaluated and negotiated prior to being charged to the project and shall be based on specific project use for individuals on the project. CAD Machine rental to be based on CAD machine operator hours. Computer hardware and software located in the Home office or other offsite office not to be reimbursable.



March 7, 2023

Diana Brown
OAC Services, Inc.
2200 1st Avenue South, Suite #200
Seattle, WA 98134

**RE: Snohomish County 911 Emergency Communications Center (SNO911)
Phase 1A (Design Services through TVD completion) Proposal – REV1**

Diana,

Lydig Construction, Inc. is pleased to submit the enclosed Phase 1A Proposal for the SNO911 project in Everett, Washington for the amount of:

\$1,183,518.00
\$ 117,168.28 (9.9% WSST)
\$1,300,686.28 Total including WSST

This proposal is for A/E services to proceed with design documents through 50% Schematic Design, as well as continue to provide preconstruction services with budgeting, logistics, schedule, and procurement. We are anticipating this Phase 1A duration to be approximately 22 weeks beginning with tentative contract approval date of March 16, 2023.

We have also provided the following clarifications:

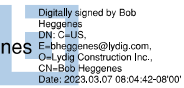
- Phase 1A Scope
 - Programming and pre-design services.
 - Schematic design through 50% and completion of TVD process.
 - SHKS and RDC services as detailed in attached proposal letter.
 - Winbourne services for public safety systems as detailed in attached proposal letter.
 - Allowances for the following services:
 - Structural
 - Civil
 - Landscape
 - Acoustics
 - Vertical Transportation
 - Envelope
 - Threat Mitigation

- Geotechnical
- Design Build Mechanical and Electrical
- Preconstruction efforts for the following services:
 - Project management including SNO911 team meetings, TVD charrettes, design meetings, procurement of consultants and subcontractors, and overall project coordination.
 - Ongoing budgeting and cost optimization based on target value design budgets.
 - Project schedule including design, permitting and construction activities.
 - Exploratory site investigations including select demolition.
- Phase 1A Deliverables:
 - Program Verification:
 - Summary program document
 - Console space standards
 - Emergency communications systems technology program
 - Test-to-fit diagrams
 - Team charter
 - Priority Matrix
 - Facility analysis, as-built verification and preliminary REVIT model
 - Benchmarking and Target Value Design Estimate #1
 - Schematic Design:
 - 25% schematic design documents
 - Structural analysis and recommendations for upgrades to Category IV – Essential Facility
 - 50% schematic design documents
 - Target Value Design Estimates #2 and #3
 - Detailed phase 1 schedule
 - Project schedule
 - Risk registry
- By Owner
 - Third party inspections
 - FFE purchasing (scope TBD)
 - Alta survey / topo / boundary
 - Hazardous materials
 - Special inspections
 - Commissioning agent



Lydig Construction would like to thank you for our ongoing partnership and working to finalize the Phase 1A scope as your progressive design build partner on this project. If you have any questions, feel free to contact us.

Sincerely,

Digitally signed by Bob
Heggenes
DN: C=US,
E=bheggenes@lydig.com,
O=Lydig Construction Inc.,
CN=Bob Heggenes
Date: 2023.03.07 08:04:42-08'00'

Bob Heggenes
Senior Project Manager

cc: Tim Casad, Lydig
Adam Hutschreider, SHKS
Mallory Cusenberry, RDC
Michael Ross, RDC

Included:

- Lydig Cost Proposal, Date 3/2/2023
- SHKS/RDC Proposal, Date 3/1/2023
- Winbourne Proposal, Date 3/1/2023



Direct Construction Costs	Cost	Cost/SF
01 00 00 General Requirements	\$1,160,224	\$12.89
Subtotal Direct Cost	\$1,160,224	\$12.89

Markups		Cost	Cost/SF
B&O Tax - State	0.47%	\$5,563	\$0.06
B&O Tax - City	0.10%	\$1,184	\$0.01
GLI	0.81%	\$9,586	\$0.11
Bond	0.60%	\$6,961	\$0.08
Subtotal		\$1,183,518	\$13.15
WSST	9.90%	\$117,168	\$1.30
Total Estimated Construction Cost		\$1,300,687	\$14.45



DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL COST	COST/SF
01 00 00 General Requirements					
00 20 00 Instructions for Procurement					
1 A - Preconstruction Services - Design Consultant - RDC - predesign	1	LS	\$95,000.00	\$95,000	\$1.06
2 A - Preconstruction Services - Design Consultant - SHKS predesign	1	LS	\$50,000.00	\$50,000	\$0.56
3 A - Preconstruction Services - Design Consultant - Structural predesign	1	LS	\$5,000.00	\$5,000	\$0.06
4 A - Preconstruction Services - Design Consultant - Winbourne - Public Safety Systems predesign	1	LS	\$80,990.00	\$80,990	\$0.90
5 B - Preconstruction Services - Design Consultant - RDC - 50% SD	1	LS	\$171,040.00	\$171,040	\$1.90
6 B - Preconstruction Services - Design Consultant - SHKS - 50% SD	1	LS	\$42,760.00	\$42,760	\$0.48
7 B - Preconstruction Services - Design Consultant - Structural - 50% SD	1	LS	\$65,000.00	\$65,000	\$0.72
8 B - Preconstruction Services - Design Consultant - Winbourne - Public Safety Systems - 50% SD	1	LS	\$28,090.00	\$28,090	\$0.31
9 C - Preconstruction Services - Design Consultant - Civil	1	LS	\$10,000.00	\$10,000	\$0.11
10 C - Preconstruction Services - Design Consultant - Landscape	1	LS	\$3,600.00	\$3,600	\$0.04
11 C - Preconstruction Services - Design Consultant - Threat Assessment	1	LS	\$45,000.00	\$45,000	\$0.50
12 C - Preconstruction Services - Design Consultant - Vertical Transportation	1	LS	\$3,600.00	\$3,600	\$0.04
13 C -Preconstruction Services - Design Consultant - Acoustics	1	LS	\$3,600.00	\$3,600	\$0.04
14 C -Preconstruction Services - Design Consultant - Envelope	1	LS	\$5,000.00	\$5,000	\$0.06
15 C -Preconstruction Services - Design Consultant - Geotechnical	1	LS	\$40,000.00	\$40,000	\$0.44
16 D -Preconstruction Services - DB Sub/Engineering - Electrical	1	LS	\$100,000.00	\$100,000	\$1.11
17 D -Preconstruction Services - DB Sub/Engineering - Mechanical	1	LS	\$75,000.00	\$75,000	\$0.83
18 E - Preconstruction Services - Design Consultant - Markups on Basic Services @ 10% - SHKS/RDC	1	LS	\$6,500.00	\$6,500	\$0.07
19 E - Preconstruction Services - Design Consultant - Markups on Consultant Services @ 10% - SHKS/RDC	1	LS	\$21,988.00	\$21,988	\$0.24
20 E - Preconstruction Services - Design Consultant - Reimbursables SHKS/RDC	1	LS	\$15,000.00	\$15,000	\$0.17
Subtotal 00 20 00 Instructions for Procurement				\$867,168	\$9.64
01 30 00 Administrative Requirements					
21 Preconstruction Services - BIM Manager - Christian Waldo	88	MHS	\$150.00	\$13,200	\$0.15
22 Preconstruction Services - Chief Estimator - Tim Casad	264	MHS	\$165.00	\$43,560	\$0.48
23 Preconstruction Services - DB Manager - Bob Heggenes	352	MHS	\$145.00	\$51,040	\$0.57
24 Preconstruction Services - DB Subject Expert - Tim Graybeal	88	MHS	\$145.00	\$12,760	\$0.14
25 Preconstruction Services - DIO Manager - Diahnna Nunez	44	MHS	\$115.00	\$5,060	\$0.06
26 Preconstruction Services - Estimating Support (blended senior/junior)	528	MHS	\$110.00	\$58,080	\$0.65
27 Preconstruction Services - General Superintendent - Matt Bridgewater	44	MHS	\$165.00	\$7,260	\$0.08
28 Preconstruction Services - Project Executive - Craig Greene	44	MHS	\$185.00	\$8,140	\$0.09
29 Preconstruction Services - Senior PE - TBD	176	MHS	\$115.00	\$20,240	\$0.22
30 Preconstruction Services - Superintendent - Chad Uphaus	132	MHS	\$145.00	\$19,140	\$0.21



DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL COST	COST/SF
01 00 00 General Requirements [CONTINUED]					
31 Preconstruction Services - VP of Health, Safety & Environment - Steve Brennan	22	MHS	\$145.00	\$3,190	\$0.04
32 Travel - Site Visits - Lydig (Tim, Bob)	2	EA	\$3,500.00	\$7,000	\$0.08
33 Travel - Site Visits - RDC (Mallory and Michael)	2	EA	\$3,500.00	\$7,000	\$0.08
34 Travel - Site Visits - SHKS (Adam)	1	EA	\$3,500.00	\$3,500	\$0.04
35 Travel - Site Visits - Winbourne (one person TBD)	1	EA	\$3,500.00	\$3,500	\$0.04
Subtotal 01 30 00 Administrative Requirements				\$262,670	\$2.92
01 80 00 Performance Requirements					
36 Site Investigations & Select Demo	2	WKS	\$13,643.20	\$27,286	\$0.30
37 Site Investigations & Select Demo - Dump Fees	2	EA	\$800.00	\$1,600	\$0.02
38 Site Investigations & Select Demo - Equipment & Consumables	1	LS	\$1,500.00	\$1,500	\$0.02
Subtotal 01 80 00 Performance Requirements				\$30,386	\$0.34
TOTAL 01 00 00 General Requirements				\$1,160,224	\$12.89
Subtotal Direct Cost				\$1,160,224	\$12.89
Total Estimated Construction Cost				\$1,300,687	\$14.45

March 01, 2023

Tim Casad
Vice President of Preconstruction Services
Lydig Construction

Re: Snohomish County 911 Emergency Communications Center (SNO911)

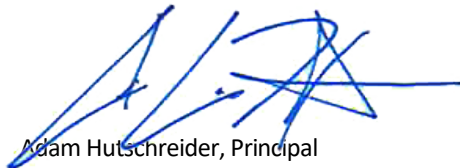
Dear Tim,

We are happy to submit a fee proposal for Phase 1a design services for the SNO911 project.

We have reviewed our teams proposal dated December 19, 2022 along with the notes from our weekly team meetings. As discussed, we are including fees for program verification through target value design (50% Schematic Design). As you'll note, we have allocated allowances for most of the subconsultants as the selection has not occurred. Please note that we have not included costs for mechanical or electrical engineering, as we understand those will be design-build under your contract.

We will follow up with you shortly to discuss our proposal. In the meantime, please do not hesitate to contact us with any questions you may have. Thank you again for considering SHKS Architects.

Sincerely,



Adam Hutschreider, Principal

Enc: Fee Summary
Winbourne fee proposal/statement of work

Fee Proposal

Project Name Snohomish County 911 Emergency Communications Center (SNO911)

Date Submitted March 01, 2023 Revision Number: [2]

PROJECT UNDERSTANDING

The overall scope of service includes programming verification through 50% schematic design/Target Value Design for the renovation of 332 SW Everett Mall Way for SNO911. The renovated structure will follow the NFPA 1221 standard, and that of the IBC for an essential Facility.

Program Verification (Supplemental Service):

Fees for Programming services include working with the Owner and staff to confirm/validate program requirements for the building. Deliverables include:

- Programming Workshops – review and update staffing, program areas, and functional requirements
 - Small group interviews (Admin, Operations, Dispatch, IT, Radio, Building Support)
- Summary program document
 - Executive summary, exterior and interior space needs analysis, adjacency diagrams
 - Define redundancy and hardening requirements
- Console space standards
- Emergency Communications Systems Technology Program (update to the 2019 program)
- Test-to-fit diagrams
- Team Charter
- Priorities matrix
- Case Study Facility Tours (Hennepin County, San Antonio)
- Facility analysis and As-built verification of existing conditions, preliminary REVIT model
- Target Value Design Meeting #1
 - Concept Level design diagrams

Schematic Design (Basic Service):

- 25% Schematic Design Drawings, material outline, and systems descriptions and criteria
 - Structural analysis and recommendations for upgrades to Category IV – Essential Facility
- Assumes 2 design meetings ahead of 25% SD
- Target Value Design Meeting #2 collateral
- 50% Schematic Design
 - Refinement of design
 - Drawings, material outline, and systems descriptions and criteria
- Assumes 2 design meetings ahead of 50% SD
- Target Value Design Meeting #3 collateral

SUPPLEMENTAL SERVICES

The following supplemental services are separate from the services listed above and are included as allowances for the first phase of work.

Program Verification \$150,000
Services as outlined above.

Threat Assessment – Thornton Tomasetti: \$45,000 ALLOWANCE
Consulting services for assessment of threat, vulnerabilities, and risk. Services include baseline threat profile and recommendations.

Public Safety Systems Consulting – Winbourne: \$109,080
Services include information technology, audio-visual, and radio communication requirements and development of the technology program through 50% Schematic Design.

Acoustical Consulting Services (Greenbusch Group): \$3,600 ALLOWANCE
Services includes review of Owner's program, development of acoustic performance criteria narrative, recommendation of systems and strategies to meet acoustic performance requirements.

Civil Engineering: \$10,000 ALLOWANCE
Fees for Civil Engineering Services include design narrative outlining the improvements to meet the requirements of the program.

Landscape Architecture: \$3,600 ALLOWANCE
Fees for services to provide a written design narrative outlining the scope of work for site landscaping improvements.

Geotechnical Engineering: \$40,000 ALLOWANCE
Site specific geotechnical performance criteria, and soils analysis.

Envelope Consulting: \$5,000 ALLOWANCE
Consulting services to review building envelope and make recommendations for improvements. Services include recommendations for ballistic assembly improvements, issuance of written design criteria narrative.

Vertical Transportation (Greenbusch Group): \$3,600 ALLOWANCE
Services to perform assessment of existing elevators and make recommendations for maintenance/replacement and expected life-cycles; issuance of written design criteria narrative.

Expenses

We recommend a reimbursable expense budget of \$15,000. Reimbursable expenses include such things as travel, lodging, per diem, mileage, parking, delivery, printing and reproduction, and other costs incurred by the Architect in the interest of the project. These expenses are billed at 1.10 times the actual cost. The Architect shall seek prior authorization from the Owner for these expense costs.

SUMMARY OF FEES

Basic Services (through 50% SD):	\$285,300
Supplemental Services (w/ 10% markup):	\$391,868
<u>Expenses:</u>	<u>\$15,000</u>
Total:	\$692,168

3/1/2023

SNO911					
Anticipated Construction Costs (less soft costs)		\$30,000,000			
Fee	9.51 %	\$2,853,000			
BASIC SERVICES	Discipline	Consultant	PD	50%SD	Total
				10.00%	
				\$285,300	
	Architectural	SHKS		\$42,760	
	Architectural	RDC		\$171,040	
	Structural	TBD		\$65,000	
	Specifications	DSS			
	10% Mark-up			\$6,500.0	
	Reimbursables				
SUBTOTAL BASIC				\$285,300	\$285,300
	Program Verification	SHKS	\$50,000		\$50,000
		RDC	\$95,000		\$95,000
		Structural	\$5,000		\$5,000
	Civil	TBD		\$10,000	\$10,000
	Landscape	TBD		\$3,600	\$3,600
	Interior Design (SpacePlanning, Furniture)	SHKS			\$0
	Acoustics	TBD		\$3,600	\$3,600
	Vertical Transportation	Greenbusch		\$3,600	\$3,600
	Lighting Design	By D-B Sub			
	Envelope Consultant	TBD		\$5,000	\$5,000
	Threat Mitigation	Thornton Tomasetti	\$45,000		\$45,000
	Public Safety Systems	Winbourne	\$80,990	\$28,090	\$109,080
	Geotechnical	TBD	\$40,000		\$40,000
	Commissioning/MEP Design Review	TBD			
	Security/AV	TBD			
	Record Documents	SHKS			
	10% Mark-up on Consultant Service	SHKS	\$16,599	\$5,389	\$21,988
	Reimbursables (approx 1 %)	SHKS	\$10,000	\$5,000	\$15,000
	Survey, Hazmat, Air Barrier, Commissioning, Special Inspections, etc.	Owner			\$0
SUBTOTAL SUPPLEMENTAL			\$342,589	\$64,279	\$406,868
TOTAL BASIC + SUPPLEMENTAL					\$692,168

Public Safety Systems Consulting Services

In support of

SNO911 New PSPAP Facility

Submitted to

SHKS Architects

March 1, 2023



WINBOURNE™
CONSULTING, INC.

Via email to adamh@shksarchitects.com

March 1, 2023

Adam Hutschreider
Principal
SHKS Architects
1050 N 38th Street
Seattle, WA 98103

Dear Adam,

Winbourne Consulting, Inc is pleased to provide this Statement of Work (SOW) and cost estimate in support of the SNO911 new PSAP facility project.

I will serve as the Winbourne Project Manager and systems subject matter expert (SME), Andra Lurie will serve as our essential facilities systems requirements SME, and Brian Searce will serve as radio systems SME. We can also involve additional SMEs to meet the requirements if and as needed.

We are looking forward to working with your team on this important public safety project and appreciate the opportunity to be of service. Please feel free to contact me at MHernon@W-LLC.com for any additional information or clarifications you may require.

Very truly yours,

Mike Hernon

Mike Hernon
Director of Smart Cities
Winbourne Consulting, Inc,
1101 Wilson Boulevard, Sixth Floor
Arlington, VA 22209

Public Safety Systems Consulting Services

In support of

SNO911 New PSAP Facility

1.0 Our Understanding of the Tasks

- Provide SME support on Information technology, audio-visual, and radio communications requirements for the new PSAP
- Review, validate, and update as appropriate all elements of the technology program developed in 2019, including, but not limited to:
 - Call volume
 - Staffing
 - Telephony and IP Voice communications
 - 9-1-1 system
 - Software applications
 - Computer-aided dispatch
 - Fire station alerting
 - EMS scripts
 - Records management systems
 - Ancillary systems
 - Data communications
 - Radio communications
 - Antennas/tower
 - Cabling
 - Wired and wireless in-building networking
 - Audio visual requirements
 - Security
 - Furnishings (ops floor)
 - Power
 - Facility requirements
 - Technology spaces, racks
- Document any new technology elements added since 2019
- Develop a Basis of Design for the technology systems
- Participate in all program phases: Programming, Schematic Design, Design Documents, Construction Documents, and Construction Support
- Develop schematics as required of the areas within our scope to a level of detail sufficient to support the development of more detailed architectural drawings by a licensed architect

-
- or engineer
 - Coordinate activities with the SHKS team including other consultants as appropriate

2.0 Assumptions

The SOW and cost estimate is based on the following assumptions:

- The PSAP will meet all essential facility requirements
- Scope is limited to the PSAP and associated external components such as telecom conduits and risers, radio vault, radio tower, technology rooms
- Systems scope includes voice and data systems, networking infrastructure requirements, audio-visual, and radio communications
- Client personnel will be available as needed to clarify client-provided documentation, provide additional documentation if needed, and to field questions as they arise
- Planning and managing the migration of personnel and systems into the new PSAP are not within scope. We have conducted numerous PSAP migrations and could provide a quote for those services if desired.

3.0 Project Phases

3.1 All Phases

We will:

- Participate in team and client meetings organized by SHKS
- Coordinate and participate in meetings with SHKS and the client focused on our scope
- Review and provide input as appropriate to project documentation posted on the project portal

3.2 Technology Inventory and Basis of Design

We will:

- Review and update the 2019 inventory as described in Section 1 above
- Conduct remote and/or in-person interviews of client system managers and SMEs
- Add new technical elements that may have been procured through state, local, or federal funding since 2019
- Finalize the current, “as-is” environment
- Develop a new Technology Basis of Design document based on the above results

3.3 Programming

To complete this task we will:

- Identify space requirements for the spaces and technology under our purview
- Address network/cabling design and redundancy requirements.

-
- Develop roof/tower antenna design as well as the infrastructure requirements
 - Confirm room sizing and support location determination of the IT Spaces – Points of Entry, MDF/IDF, Data Center, Equipment Room(s), and TR's, if/as needed.
 - Develop electrical power and cooling requirements for the technology hardware to ensure adequate power and cooling in the key technology and operational areas
 - Identify specific types of technology and equipment for the technology infrastructure and operations floor applications to include rack-mounted servers, blade servers, optical fiber backbone electronics, etc. and provide room/rack layouts to accommodate these
 - Design the infrastructure to support the specific technologies required throughout the individual spaces of the facility.
 - Determine future operational and technical requirements, if known
 - Provide input to reports as needed
 - Provide support as need to facilitate client approval

3.4 Schematic Design

To complete this task we will develop schematics as required of the areas within our scope to a level of detail sufficient to support the development of more detailed architectural drawings by a licensed architect or engineer:

- Confirm room layouts of the IT Spaces – Points of Entry, MDF/IDF, Data Center, Equipment Room(s), and TR's, if/as needed.
- Support the room layouts regarding technology components for all rooms including, but not limited to:
 - Network outlets
 - Dispatcher consoles, connectivity, and equipment
 - A/V wall
 - Equipment racks
 - Cable routing, cable trays and ladders
 - Grounding
- We will identify any adjacency requirements relevant to the spaces and equipment under our purview
- Provide support as need to facilitate client approval

3.5 Design Documents

After the preliminary design drawings and specifications are approved by the client, we will support the SHKS team in the preparation of construction documents, drawings, and specifications adequate for public bidding for the project components within our scope.

- Coordinate on the design and infrastructure requirements of all mission-critical systems included in the project scope
- Review and provide comments on all design documents on areas within our scope
- Provide specifications on basic dispatcher and radio consoles
- Finalize antenna roof/tower locations with client

-
- Provide support on transmitter site-select requirements
 - Provide support on building PA interface requirements
 - Make recommendations on connection points to the building supporting data and telecommunications
 - Coordinate technology power, grounding, and cooling requirements of the technology components
 - Design the rack and cable trays where required.
 - Provide equipment racks and seismic bracing plan review
 - Resolving design and integration issues related to the building and the technology
 - Assist in the preparation of RFP(s)
 - Provide support as need to facilitate client approval

3.7 Construction Support

To complete this task we will:

- Review and respond to Contractor Bid RFI's
- Review and respond to Technical Submittals
- Assist in resolving field conditions, as required
- Provide support as necessary during review and selection processes
- Develop a Punch List of Contractor tasks to complete
- Confirm acceptable completion of Punch List Items by Contractor

4.0 Cost Estimate

The level of effort per phase in the table below is an estimate, and may vary according to project requirements. Travel costs will be added to invoices at cost. Air travel will be at economy plus/premium economy rates if available.

SNO911 Facility - Winbourne Consulting Costing				
	Resources			
	PM	PM & Systems SME		
	SME1	Essential Facility and Systems SME		
	SME2	Radio Communications SME		
	PM	SME1	SME2	
Rate	\$175	\$165	\$165	
Project Phase				Totals
1. Technology Inventory & BOD				
Radio Requirements	8	8	40	
All Other Requirements	40	40	0	
Hours	48	48	40	136
Cost	\$8,400	\$7,920	\$6,600	\$22,920
2. Programming				
Radio Requirements	16	16	48	
All Other Requirements	72	134	0	
Hours	88	150	48	286
Cost	\$15,400	\$24,750	\$7,920	\$48,070
3. 50% Schematic Design				
Radio Requirements	16	50	16	
All Other Requirements	16	40	0	
Hours	32	90	16	138
Cost	\$5,600	\$14,850	\$2,640	\$23,090
4. Travel				
Estimate 6 trips x \$2,500 each				\$15,000
Total through 50% SD				\$109,080
5. 100% Schematic Design				
Radio Requirements	16	50	16	
All Other Requirements	16	40	0	
Hours	32	90	16	138
Cost	\$5,600	\$14,850	\$2,640	\$23,090
6. Design Documents				
Radio	12	20	16	
All Other Requirements	24	40	0	
Hours	36	60	16	112
Cost	\$6,300	\$9,900	\$2,640	\$18,840
7. Construction Documents				
Document Review	80	80	24	
Hours	80	80	24	184
Cost	\$14,000	\$13,200	\$3,960	\$31,160
8. Construction Support				
RFI and Submittal Review	32	32	0	
Hours	32	32	0	64
Cost	\$5,600	\$5,280	\$0	\$10,880
Post 50% SD Total				\$83,970
		Total Project Cost		\$193,050



**SNOHOMISH COUNTY 911
RESOLUTION 2023-01**

**Recognizing National Public Safety
Telecommunicators Week**

April 9-15, 2023

WHEREAS Every year during the second week of April, the nation recognizes public safety communications professionals, and

WHEREAS Snohomish County 911 public safety communications professionals dedicate their lives to helping others while working under stressful and challenging circumstances;

WHEREAS Snohomish County 911 Public Safety Communications Professionals are available around the clock to answer the call from those in need and distress; and

WHEREAS Snohomish County 911 Public Safety Communications Professionals are the first and most critical contact our citizens giving credence to the agency's motto of **Help Starts Here**; and

WHEREAS Snohomish County 911 Public Safety Communications Professionals are the vital lifeline for our sheriff office, police officers and firefighters who believe that ensuring the safety of first responders is a solemn duty; and

WHEREAS Snohomish County 911 Public Safety Communications Professionals includes all 911 dispatchers, supervisors, administrative, radio and technical staff; and

WHEREAS countless lives have been saved by the prompt, effective and compassionate responses of Snohomish County 911 public safety communications professionals;

NOW THEREFORE, BE IT RESOLVED, that the Snohomish County 911 Board of Directors, through this resolution, honors and recognizes the importance and contributions of Snohomish County 911 Communications Professionals always, and especially during National Public Safety Telecommunicators week 2023.

Signed this 16th day of March, 2023

Attest:

Jon Nehring, President
Snohomish County 911

Terry Peterson, Board Secretary



Board Packet Memorandum

Date: March 16, 2023
To: Snohomish County 911 Board Members
From: Leadership Team

General

Mission-critical systems [1] have been operating at normal since the last Agency Report.

Viper Upgrade

As stated in last month's report, there was only one outstanding report the SNO911 IT Team and Intrado was working on. This report has since been fixed and is now in service. On February 23rd, SNO911 signed the final acceptance of the new system from Intrado closing out this phase of the project. The new focus now is the work to setup the VIPER test environment. This will be the final phase of the project.

New World Update

As stated in last month's report, Tyler Technology has delivered a fix that has been tested and confirmed to resolve the last priority issue by SNO911 IT staff. Tyler developers created the final patch and it was delivered to SNO911 two weeks ago. On Tuesday February 28th, SNO911 IT staff installed the fix into our live CAD environment to fully resolve the issue.

MyCrimeReports Update

The SNO911 IT staff continues to work with the vendor to add the enhancements and additional functionality to the MyCrimeReports website. The vendor continues to submit updated code for the SNO911 IT team to test and document issues. SNO911 will continue to work with the vendor to ensure all issues are fully resolved and the website enhancements are working as designed.

FirstNet Project

The SNO911 IT team has partnered with AT&T FirstNet to setup a private APN (Access Point Name). This APN will allow SNO911 to host connections in-house on to the FirstNet network. FirstNet is a high-speed nationwide wireless broadband network dedicated to only public safety. This reliable, highly secure, interoperable, and innovative public safety communications platform will bring 21st century tools to public safety agencies and first responders, allowing them to get more information quickly. Currently, SNO911 IT staff are performing a coverage test around the county and so far, the data shows the coverage is better than other service providers. The end goal of the partnership with AT&T, is to develop a multi redundant wireless broadband network

[1] 911 Phones, CAD, Radio, Critical Systems [Unplanned]

for only the Snohomish county public safety community. This will include partnering with member agencies IT departments along with AT&T to fully implement such a system.

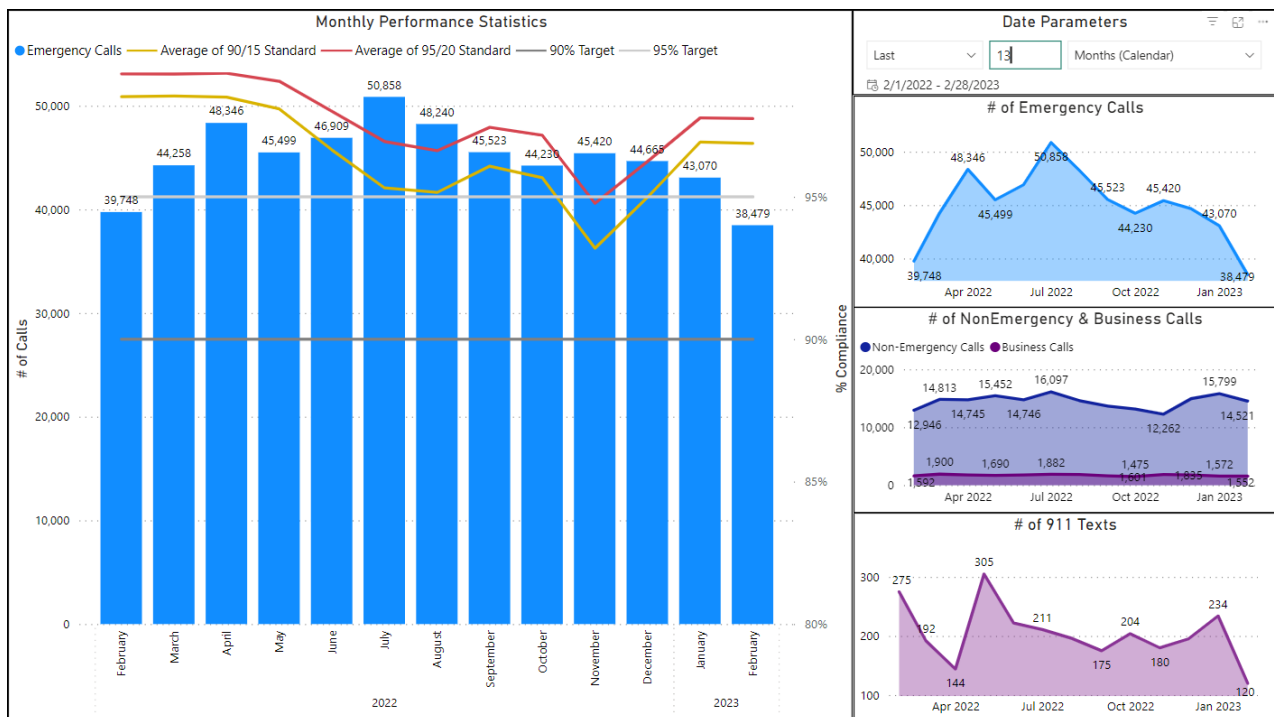
Future Facility Planning

The SNO911 Tech management team continues to have internal discussions to transition critical systems to the new future facility location. There have been many discussions with the Technology Teams (IT and Radio) in regards to the needs for the new datacenter. All members of the Technology department are working on gathering all the information for what will be needed to stand up a new datacenter that will support all the administrative functions, radio system functions and the call taking and dispatching functions of our agency. The tech management team and tech staff members are committed to provide uninterrupted services to our agencies and our community.

Rave Aware

Several months ago SNO911 entered into a beta testing and development project with Rave for their newest product – Rave Aware. Rave Aware is capable of ingesting CAD data and automatically sending out alerts via email, text, and voice when specific, preconfigured, trigger conditions are met. While somewhat in its infancy, initial testing confirmed that Rave Aware has the potential provide quick and automated alerts for events and circumstances that were historically not possible or practical with our current technologies. Additionally, the integration between Rave Aware and Rave Alert will allow SNO911 to automate or augment current manual alerts that Dispatch Supervisors are sending out on a daily basis.

Monthly Statistical Reports



Text-to-911 Report

911 Texts	Type	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	YTD TOTAL	YTD GROUP TOTAL
Appropriate Use	True Emergency	7	6											13	13
Incorrect Use	Follow-Up	4	3											7	72
	Area Checks	8	7											15	
	Info	2	1											3	
	Noise	5	3											8	
	Traffic	3	5											8	
	Other Complaints	19	12											31	
Misuse	Accidental	9	4											13	100
	Behavioral Health	59	20											79	
	Prank	2	6											8	
Other	Test	46	7											53	133
	Abandoned	17	6											23	
	Non-English	0	2											2	
	Outgoing	0	0											0	
	Subsequent	10	13											23	
	Transfer	0	2											2	
	Voice Call	14	16											30	
Month Total		205	113	0	0	0	0	0	0	0	0	0	0	318	318
<i>Abandoned: Non-Responsive</i> <i>Accidental: Device or person accidentally texted 9-1-1</i> <i>Area Check: Check of area for person, vehicle, gunshot</i> <i>Behavioral Health: Calls that result in BHC by LE/EMS</i> <i>Follow-up: Where is officer?</i> <i>Info: What is the phone number for animal control?</i> <i>Noise: Music, people etc.</i> <i>Non-English: Texter indicates they do not speak English</i> <i>Other: Any other request or complaint, media from Intrado</i> <i>Outgoing: Outgoing text calls</i> <i>Prank: Calls that do not give any valid information, not including BHC</i> <i>Subsequent: Additional inbound text after call released by call taker</i> <i>Test: PSAP testing/training TXT29-1-1, vendor test</i> <i>Traffic: Speeders, DUIs, etc.</i> <i>Transfer: Transfers to other PSAPs</i> <i>Voice Call: Dispatchers called the texter/texter placed voice call</i>															

SPIDR Tech Survey – February 2023

How satisfied are you with the level of courtesy and respect shown to you by the 911 dispatcher you called for police service?		
Satisfaction Response	# of Surveys	% of Surveys
4 - Very Satisfied	1212	78.75%
3 - Satisfied	277	18.00%
2 - Neither Satisfied nor Dissatisfied	34	2.21%
1 - Somewhat Dissatisfied	6	0.39%
0 - Very Dissatisfied	10	0.65%
Total	1539	100.00%
911 dispatchers are trained to be efficient and deliberate when speaking with you, while remaining professional. Do you feel the exchange of information between you and the 911 dispatcher was efficient and professional?		
Professionalism Rating	# of Surveys	% of Surveys
Yes	1488	96.19%
Somewhat	44	2.84%
No	15	0.97%
Total	1547	100.00%

Survey responses for calls that occurred during the previous month. Surveys are sent to a select number of type codes (typically lower priority) chosen by each police agency.

Please Note: Due to unforeseen issues preventing the refresh of the Incident by Agency data, that information will not be included in this month's report. Staff are actively working on resolving the issue and plan to include it in next month's report.

Snohomish County 911 - Staffing Report

3/13/2023

Full-Time Dispatchers		
<i>Legacy Employees = Hired before 12/1/2017..... New Hire Employees = Hired on/after 12/1/2017</i>		
Job Title:	Status:	Current #
Trainee Dispatcher	New Hire who has not completed a 2nd discipline yet	19
Trainee Dispatcher 2	New Hire-Completed training in 2 of the 3 required disciplines	11
Police Dispatcher	Legacy: Only trained in CT and Police Dispatch	3
Fire Dispatcher	Legacy: Only trained in CT and Fire Dispatch	3
Cross-Trained Trainee	Trained in 2 disciplines, and currently in-training for the 3rd	1
Cross-Trained Dispatcher	Fully cross-trained in CT, Police, and Fire	58
Total:		95

Represented Staff (Dispatchers & Sups):

Approved Full-Time Positions:	119
Filled Full-Time Positions:	108
Vacant Full-Time Positions:	11

Appointive Staff:

Approved Full-Time Positions (permanent):	44
Filled Full-Time Positions (permanent):	44
Vacant Full-Time Positions (permanent):	0
Approved Contract Positions:	2
Filled Contract Positions:	2
Vacant Contract Positions:	0

Approved Dispatch Staffing Level - (including trainees)	92.2%
Center Staffing Strength - (excludes trainees and LOA's)	77.1%

Long-Term LOA's (dispatchers only). <i>Includes trainees, but excludes relief dispatchers.</i>	-2
---	----

Total Number of SNO911 Employees	161
----------------------------------	-----

This includes full-time, part-time, relief, & contract positions (combined)

Full-Time Dispatchers	
Approved Full-Time Positions:	103
Filled Full-Time Positions:	95
Filled Relief Positions:	-7
Full-Time Vacancies:	8
Dispatch Supervisors	
Approved Full-Time Positions:	16
Filled Full-Time Positions:	13
Vacant Full-Time Positions:	3
Senior Leadership	
Approved Full-Time Positions:	6
Filled Full-Time Positions:	6
Vacant Full-Time Positions:	0
Operations	
Approved Full-Time Positions:	5
Filled Full-Time Positions:	5
Vacant Full-Time Positions:	0
Finance/HR/Records/Admin Assts.	
Approved Full-Time Positions:	12
Filled Full-Time Positions:	12
Vacant Full-Time Positions:	0
Tech/Radio	
Approved Full-Time Positions (permanent):	21
Filled Full-Time Positions (permanent):	21
Vacant Full-Time Positions (permanent):	0
Approved Contract Positions:	2
Filled Contract Positions:	2
Vacant Contract Positions:	0

Recruitment Status

Candidates Awaiting:

PST Dispatchers Exam	0
CritiCall Test Invitations - February	171
CritiCall Test Completions - February	43
Interview	8
Polygraph Exam	1
Currently in background check	10
Psyche Exam and/or Drug/Hearing Test	1
Onboarding/Orientation	0
YTD Dispatch Trainees Hired	12

Next PST test is scheduled for March 16
 Tests sent out for May Academy
 20 Achieved Passing Scores
 Interviewing for May / July academy
 Scheduled for polygraph examination or awaiting results
 Currently in process of completing background check with PST
 Background complete. Now awaiting psyche exam and/or drug and hearing tests
 Final offers signed. Hiring process complete; just awaiting start date now.

Employment Separations

YTD Full Separations from Agency:	7
YTD Changes from F/T to Relief Status:	0

Appointive Staff (Trainees):	0	Dispatch & Sups (Trainees):	2
Accepted New Job	0	Accepted New Job (not w/911)	0
Death of Employee	0	Accepted New Job (w/911 agency)	0
Involuntary Term	0	Death of Employee	0
Medical	0	Involuntary Term	0
Relocation	0	Medical	1
Retirement	0	Relocation	0
End of Contract	0	Retirement	0
Voluntary Opt-Out	0	Voluntary Opt-Out	1

Appointive Staff (Non-Trainees):	0	Dispatch & Sups (Non-Trainees):	5
Accepted New Job	0	Accepted New Job (not w/911)	2
Death of Employee	0	Accepted New Job (w/911 agency)	0
Involuntary Term	0	Involuntary Term	0
Medical	0	Medical	0
Personal	0	Personal	1
Relocation	0	Relocation	1
Retirement	0	Retirement	1
End of Contract	0	Death of Employee	0

Radio Replacement Project Updates

March 16, 2023

Overview:

Deployment of new Motorola equipment is underway which is a significant milestone to celebrate. Racks and hardware are being delivered to radio sites for installation. Vendor, as well as SNO911 teams, are at multiple locations simultaneously working towards the singular objective of migrating to the new radio system as fast and as safely as possible without compromising quality.

SNO911 staff are working with the following statement in mind “Priority 1 is legacy system reliability. Priority 2 is ensuring that cutover to the new system occurs as soon as possible.”

Technician Training:

- DC Power System training complete
- Microwave radio systems training scheduled for end of June
- Nokia router and management training plan being developed

Subscribers:

- Portables and Mobiles
 - Validation of radio configurations for fleet expansion order underway
 - VHF enhancement complete
 - Planning for PSERN cutover training commencing
 - Encryption deployment and configuration planning underway
- Base stations
 - Fire and police installations underway. Approximately 40 installations complete out of a total of 140.
 - No significant issues have been encountered.

Radio Sites/Microwave:

- 4 Sites have begun radio equipment installations, including North Campus Master
- 4 sites have antenna systems complete
- DC power systems installation and punch list complete
- Quality of microwave antenna systems subpar. Motorola, Aviat and SNO911 working to resolve poor installations. Site audits and rework will be conducted over the next few weeks to remedy issues.
- Cutover of legacy systems to new microwave planning underway. Cutover expected by mid-April
- MPLS Routers installed. Network is approximately 90% complete. Once complete, network testing to be conducted

- Generator replacements begin in April at 4 sites (Delay to weather/supply chain)
- SNO911 is working with construction crews to close out building permits as work is complete.
- The project is in the site construction phase. This is an area of increased project risks because of unknowns that can pop up during construction
 - Additional work is necessary to improve UPS reliability at radio sites. Working with vendors to identify costs which are projected to be under \$20,000

Risks:

- Multiple vendors are still experiencing staffing issues.
- Quality of microwave dish installs (rework will impact schedule)

Policy:

- None this month

RRP Policy & Major Decision Timeline

- 02/2023: Machias site brought back into project, Mill Creek formally removed
- 02/2023: Establishment of credit with Motorola due to reduced number of mobile installs
- 09/2022: Approved Removal of Paging from Motorola Scope
- 08/2022: Executed Change Order 11 US Primary Frequency Redesign
- 08/2022: Remove South Campus Microwave Scope
- 05/2022: Remote Area VHF Request
- 05/2022: RRP Inventory and Subscriber Support
- 04/2022: Site Readiness IV Construction Contract
- 04/2022: US Primary Design Scope Change
- 04/2022 RRP purchase of mobile install supplies
- 03/2021: Executed Change Order 7 – Design work to move system to US Primary Frequencies. Further evaluation will be completed with TACs.
- 12/2021: SNO911 Board of Directors approved: WT09 - Additional Growth and Expansion Radio Reimbursement Request, WT08 – Radio Hardware and Replacement Services Policy, and WT07 – Lost, Stolen or Damaged beyond Repair Radio Equipment Replacement
- 12/2021: SNO911 Board of Directors approved amendment to APF 134 to include other suitable antennas identified by the project team.
- 11/2021: SNO911 Board of Directors approved APF 134 to cover expenses to fund antenna changes requested by member agencies.
- 11/2021: Police TAC approved Limited Access Talkgroup Authorization, Programming, and Auditing Policy.
- 10/2021: SNO911 Board of Directors approved Change Order 6 – radio quantities to fulfill needs of SCSO Corrections and delta of needs and changes from original project scope.
- 9/2021: ECSF Advisory Board approved project budget scope increase to capture additional subscriber needs of approx. \$4.7M.
- 7/2021: SNO911 Board of Directors approved Framework for Agency's seeking radio

- replacement for lost/damaged/stolen radios (Update to Warranty Services Policy)
- 6/2021: SNO911 Board of Directors approved Warranty Services Policy, including authorization to purchase radio cache and other related equipment.
- 6/2021: SNO911 Board of Directors authorized creation of a new Capital Fund for agency subscriber equipment starting with a fund balance of \$150,000 and a target maximum of \$600,000.
- 6/2021: Fire-TAC approves mobile programming information
- 6/2021: Police-TAC approves mobile programming information
- 4/2021: Motorola provides “boston strap” to replace leather swivel holster for APX 8000 HXE portable radios
- 3/2021: Fire-TAC requests changes to radio programming templates, SNO911 receives Fire-TAC approval of updated templates
- 3/2021: Police-TAC requests changes to radio programming templates, SNO911 receives Police-TAC approval of updated templates
- 1/2021: SNO911 approves Law, Fire, and Sheriff radio programming templates
- 1/2021: Fire-TAC Template Committee approves programming
- 12/2020: Motorola Change Order 3 Approved
 - All systems – except paging – have been modified with new technical exhibits replacing existing exhibits, new schedule is established, project credit established and reserved for future/planned items
- 12/2020: Fire-TAC approves template changes and gives Fire Template Committee authorization for further changes
- 8/2020: Police-/Fire-TAC approves Subscriber programming templates (zone/channel assignments & ergonomics)
- 6/10/2020: Motorola Change Order 2
 - Updated Coverage testing methodology, final subscriber configuration and counts, increased functionality in subscribers (encryption/XE for fire, Wi-Fi for all)
- 5/2020: Phased deployment approach adopted
 - Decision to deploy system designed for 800 MHz Portable operations, and expand to support multi-band Portable operations as a future phase
- 4/16/2020 - Subscriber Scope of Services Policy approved
 - Agencies will own subscriber equipment, SNO911 will plan for long-term replacement and process/assist with warranty repairs
 - Installation details including differences for agencies who choose to opt-out of project installs
- 4/16/2020: Additional Subscribers Policy approved
 - Covers reimbursement parameters and process for radios purchased after 1/1/2019 and are an increase to quantities in project scope. E.g. New (additional) apparatus added to fleet
- 1/2020: WAVE5000 Pilot Program approved
- 9/2019: Fire Subscriber Replacement Policy approved, updated 5/2020
- 9/2019: Law Subscriber Replacement Policy approved, updated 5/2020
- 7/2019: Motorola Change Order 1
 - Allows agency cooperative purchasing, updated subscriber warranty protection
- RRP – Future Replacement Policy – Under Development

Snohomish County 911
Police Technical Advisory Committee
Meeting Summary for February 14, 2023 / 10:30-11:30 a.m.
Location: Web Conference

Meeting Attendance:

POLICE TAC REPRESENTATIVES					
Lt. Mike Gilbert - Arlington		Cmdr. Pat Fagan - Lynnwood	✓	Asst. Chief, Andy Illyn – Mukilteo	✓
Clerk Karen Howell – Brier	✓	Asst. Chief, Jim Lawless – Marysville	✓	Sheriff, Adam Fortney - SCSO	
Sgt. Shane Hawley - Edmonds		Chief, Stan White – Mill Creek	✓	Chief, Rob Palmer – Snohomish	✓
Capt. Bob Goetz- Everett	✓	Dep. Chief, Ryan Irving - Monroe		Lt. Jason Toner - Stanwood	✓
Sgt. Jim Barnes – Lake Stevens		Cmdr. Mike Haynes – Mountlake Ter.	✓	Officer Pete Knowlton - Stillaguamish	
ALTERNATE REPRESENTATIVES					
Lt. Peter Barrett - Arlington		Dep. Chief, Jeff Young – Lake Stevens	✓	Capt. Steve McDonald – SCSO	✓
Chief, Nick Almquist – Brier		Dep. Chief, Chuck Steichen - Lynnwood		Sgt. Karl Gilje – Stanwood	
Officer, Brittany Harris, Edmonds		Cmdr. Adam Vermeulen – Marysville		Officer Dean Munday - Stillaguamish	
Dep. Chief, John DeRousse - Everett		Chief, Jeff Jolley - Monroe			
SNO911					
Executive Director Kurt Mills	✓	Ops. Manager Derek Wilson	✓	Sec./Inf. Team Manager Bleu Jaegel	
Deputy Director Terry Peterson		Ops Manager Karen McKay	✓	Radio Sys. Mgr. Howard Tucker	✓
Director of Tech Marlin Herolaga	✓	Ops Manager Hattie Schweitzer		Rec & Admin Manager Sheila Betts	
Director of Ops Andie Burton	✓	App. Team Mgr. Brent Meyer	✓		
SUPPORT STAFF & GUESTS					
Master PO Travis Katzer - Everett	✓	Ops. Sys. Coord. Chris Gass		Chief Matt Ecker – Stillaguamish	
SNO911 - Sharon Brendle (notetaker)	✓	SNO911 - Tiffani Brown	✓		

Note: *Follow-up action items are noted in italics. Decisions are underlined. Motions are underlined and bold.*

Chair, Jim Lawless called the meeting to order at 1034 hours.

1. **Roll Call:** Roll call was done as attendees logged into ZOOM.
2. **Approval of Minutes:** This action took place later in the meeting once a quorum was present. The January 10, 2023 minutes were approved by Assistant Chief Andy Illyn with a 2nd by Chief Stan White.
3. **Announcements:** Kurt introduced SNO911's new Administrative Assistant, Tiffani Brown.
4. **Action Items:** None
5. **Reports:**
 - A. **Policy Review Committee:** Jim Lawless
No meeting. Nothing to report.
 - B. **Mobile Users Group:** Travis Katzer
Nothing to report.
 - C. **SNO911 Updates:**
New SNO911 Update: Kurt Mills.
Kurt reported that they should have a contract in place next month and he expects construction to start after that. They currently have an academy being held there now, but once construction starts the building will be fenced off.
 - D. **PTCC:** Brent Meyer
 - a. **Windows Updates:**
Windows updates were done last Tuesday; they went well and finished at 0600. He reported that they are already planning the next round of updates. Another date for the quarterly updates will be announced soon. SCSO had requested a new call type, called 'Off Duty Unit'. This will help the

Sheriff's office better track off-duty units. PTCC unanimously approved the call type. He added that currently there is an inactive call type of Off-Duty in CAD, which was set up, but never used. Brent proposes activating it, and explained it will be for all Law Enforcement, not just for the County. Derek added that this will be different than the identifier, or unit status, so dispatch will also see it without having to look at the unit list. This will help with situational awareness. There were no questions and concerns. No action was taken, but Jim instructed them to move forward with the change.

b. My Crime Reports:

Through the testing process they have gone through the issues and have met with the developer a couple of weeks ago. It is now being tested internally by the developer. Once they receive codes, they'll move it into the production environment for further testing. If any testers are available, reach out to him. The project team will be updated as soon as they get the codes.

c. Mobile Software Patch:

This topic has more to do with Fire, but he announced that if there were units logged into their mobiles for an extended period, those mobiles could potentially crash. They have had the fix in place for a couple of fire units, and it's been working well for several weeks. The update in Delta should be there today. They expect to test and get it scheduled for production, with a notice going out soon.

d. Ticketing System for Helpdesk:

SNO911 is moving away from the SysAid systems to Manage Engine. There will be new portal information going out in the next month with instructions (solutions and self-help). More details coming.

E. Radio Replacement Project: Howard Tucker

a. Complete with DC power systems:

Plans are in place over the next month to migrate to the new microwave equipment and they are starting on infrastructure installations. This is a significant milestone for the radio system project.

b. Batteries:

He reports hearing from some agencies about reduced capacity. He asks that they continue emailing radio help with concerns. While some are still under warranty, they are planning for the replacement of batteries that are nearing end of life over the next year or so.

c. Base Station Installations:

The project team will be notifying both police and fire agencies over the next eight months. He hopes they'll be completed by the end of the year.

d. Fleet Expansion:

If agencies expect to have Fleet Expansion requests this year, the project team would prefer as much advance notice as possible. Current inventory is running low, so large fleet expansion requests will likely need to be ordered. Kurt added that the Board expects to approve a number of requests this month, including a large one from the Task Force. Howard added that as agencies change their policies on take home vehicles, the number of requests are increasing. Capt. McDonald of the Sheriff's Office inquired about a dual band radio for a new helicopter. He was instructed to email the request to radiohelp@SNO911.org, so a form can be sent out to them.

5. Technical Update: Marlin Herolaga

A. Viper Upgrade 3.0:

SNO911 Tech staff is continuing to work with Intrado. There is only one outstanding report left and he believes the issue has been resolved. He expects to receive the last report in the next few days. The next phase of the project will be to implement the test environment, which will allow testing on new interfaces and patches before it goes into live production. He expects that work to start this month, which will not impact the live environment.

B. First Net:

He has heard that Marysville has begun some testing with First Net. They have been working with the vendor and with AT&T to develop an APN (Access Point) to the First Net network. They hope that once it's been tested and vetted, they could possibly migrate from Verizon to AT&T/First Net, provided coverage is better. He is also working with AT&T and the County to set up an APN, also with First Net, in the hopes of creating a redundant First Net infrastructure for the County. Kurt added that the APN will allow for a priority connection to New World mobile for agencies using First Net for their data. Marlin also added that once their APN is set up, they will do their due diligence in testing areas that they know have issues with Verizon. He thinks that the County has already done this work, so they want to work together so as not to duplicate any testing. Once he has received the results, he plans on reporting back to TAC.

C. ASAP to PSAP:

This went live towards the end of last month. It's currently live in their production environment and is working well.

6. New Business.

A. Entered Calls for Service: Karen McKay

Karen reported that under the **Assist Public** type code, a caller phoned 911 requesting a ride somewhere. There was no reason given. The supervisor sent out an email stating that the majority of their dispatchers believe that they don't enter a call and dispatch anyone if it's strictly for a ride without a criminal element. She said they would likely tell the caller to phone a taxi or a ride-share service. The email from the supervisor instructed that they should always enter the call and dispatch an officer. She provided background on past practice prior to consolidation. The current policy doesn't state either way. Andie added that SNO911 won't make a determination on their response. The point of the supervisor's message was to document the call for service, and let the agency decide on whether or not they respond. Once this was put in practice, they received questions from the field. After some further discussion, a decision was made for Dispatch to continue entering the call and have the field supervisor decide the outcome. Andie will work on cleaning up the policy language.

A call out to serve on the Policy Review Committee was also made. The committee will only meet on an as needed basis. Capt. McDonald of SCSO volunteered to be part of the committee. Jim Lawless will reach out to others to see if there's any interest.

7. Old Business:

None.

8. Good of the Order.

- Kurt announced that with the extra square footage in the new building, there will be opportunities for agencies to use the space for training. If any agencies are interested, they should get in touch with Kurt as soon as possible so they can see if the needs can be facilitated. Discussion followed on whether housing some regional classroom space, including multiple rooms would be feasible. Rooms that house more than 25 people would be best. Travis said he will reach out to the county-wide trainers group.
- Derek has been working with Camano Island Fire regarding radio access to the Police talk groups. Camano's old radios had access to most of the talk groups, and Derek is working on finding a sponsor and writing up an MOU in order to keep that full access. No one has had direct interaction with Camano Island Fire. He will work with Fire TAC and also reach out to Stanwood PD.

9. Adjourned at 1110 hours

SNOHOMISH COUNTY 911

Fire Technical Advisory / Operations Committee

February 15, 2023

Committee Members in Attendance	☒ Eric Andrews	Sky Valley Fire	☐ Willie Harper	Fire District 25
	☒ John Chalfant	South County Fire	☐ Mike Worthy	Fire District 27
	☒ Jason Hodkinson	Fire District 4	☒ Mike Calvert	Everett Fire
	☐ Seth Johnson	Fire District 5	☒ Darryl Neuhoff	Marysville Fire
	☐ Ryan Shaughnessy	Fire District 15	☒ Blake Engnes	Mukilteo Fire
	☐ Justin Johnson	Fire District 16	☒ Dave Kraski	North County RFA
	☐ Jim Haverfield	Fire District 17	☐ Brett Blankenship	Paine Field Airport FD
	☐ Keith Strotz	Fire District 19	☒ Steve Guptill	SRFR
	☐ Chad Schmidt	Fire District 21	☐	
	☐ Travis Hots	Fire District 22	☐	
	☒ Joel Johnson	Fire District 24	☐	
Alternates in Attendance	☐ Whitney Mansfield	Fire District 4	☒ Jeff Cole	Marysville Fire
	☐ Scott Anderson	Fire District 16	☐ Kirk Galatas	Mukilteo Fire
	☐ Bill Dane	First District 17	☐ John Cermak	North County RFA
	☐ Gino Bellizzi	Fire District 19	☐ Tony Mace	Paine Field Airport FD
	☒ Jeremy Stocker	Fire District 22	☐ Ernie Walters	Sky Valley Fire
	☐	Fire District 24	☒ Ryan Lundquist	SRFR
	☒ Dave DeMarco	Everett Fire	☐ Thad Hovis	SCF
Guests and Staff in Attendance	Colby Titland, SRFR	Jeremy Waldner, SNO911	Marlin Herolaga, SNO911	
	Dave Oliveri, Paine Field FD	Andie Burton, SNO911	Brittney Martens, SNO911	
	Todd Anderson, SCF	Derek Wilson, SNO911	Hattie Schweitzer, SNO911	
	Theresa Ramey, NCFEMS	Chris Gass, SNO911	Meg Bittinger, SNO911	
	Michael McConnell, SRFR	Brent Meyer, SNO911		
	Kurt Mills, SNO911	Howard Tucker, SNO911		

Note: *Follow-up action items are noted in italics. Decisions are underlined.*

Vice-Chairman John Chalfant called the meeting to order at 1:30 p.m.

1. ANNOUNCEMENTS. N/A

2. APPROVAL OF MINUTES. A motion was made by Jason Hodkinson to approve the January, 2023 Fire TAC / Ops meeting minutes as written. Seconded by Jeremy Stocker. Unanimously approved.

3. COMMITTEE UPDATES.

A. PTCC / NWS. *Brent Meyer* – Windows updates occurred last Tuesday on the 7th. Everything was down from 0100-0600. All went well and they are already thinking about the next update as they are supposed to be doing these quarterly. For mobile clients and the crashing issue with Fire Client, they have finally found a fix and Tyler has provided a patch - it's in their Delta system now. They are verifying that it is working and they will get it into production as soon as possible. SNO911 Tech has been using SysAid, and will be switching to ManageEngine, a new ticketing system. They are planning on going live at the end of March. More emails and details to come.

- B. Technical Update.** *Marlin Herolaga – Viper Upgrade.* Sno911 IT staff and Intrado have been working on all of the Viper reports. There is only one outstanding report, Text to 911. Intrado has fixed the issue and they should be receiving the report on that soon. Next up for the project is to set up a test environment with the help of Intrado. That should start at the end of this month.

FirstNet. SNO911 tech staff and AT&T have been working together to set up their own APN, which is a private access point. This will allow SNO911 to add FirstNet approved devices to the FirstNet Network. They will do a coverage test which involves driving around the county to known locations that have “dead service”, and they will check the coverage and see if it works. Once they validate the testing and the coverage test, if it is equal or better than AT&T, Marlin would like to move all the managed laptop program devices from Verizon to AT&T FirstNet, if the agencies are in agreement. More to come on this.

PulsePoint AED. Shawneri from South County Fire is helping SNO911 with this. She will be looking for points of contact from each agency that will be able to validate and approve the submitted AEDs out in the field. Shawneri will be in contact with agencies soon if she hasn’t reached out already.

- C. Radio Replacement Committee.** *Howard Tucker* – They have essentially completed the DC Power System upgrades. They are making plans to start the migration to the new microwave radio system next week. Even though they aren’t planning the cutover until the end of 2024, they are making progress behind the scenes. The base station installs are continuing. That’s going to be a long process – probably through the end of the year. They are hearing that some of the batteries are starting to go so they are working on the life cycle replacement for that. They hope to have a timeline in the next couple of months. They have been meeting all of the mobile fleet expansion requests as they come in. Finally, regarding RedNet vs Fire TAC 770 - they got a proposal back for the licensing change yesterday and Howard is reviewing that. He is in discussions with the Washing State Fire Chiefs Association about the suitability of licensing with RedNet at fixed stations. Traditionally it was meant for mobile to mobile communications, and he is looking for a definitive answer if they can license that at their sites for interoperability reasons. Howard hopes to have more information at the next Fire TAC meeting.
- D. Radio Procedures Committee.** *Derek Wilson* – The Greater Alarm Paging for HazMat and Rescues was approved at the last fire TAC meeting. They discussed the training and what it will look like at the meeting. They are on track for March 1st for that to get pushed through and start getting utilized.
- E. Fire User Group.** Nothing new to report.
- F. Fire Standards/Data.** No updates.
- G. County Fire Resource Plan Committee.** *Jeremy Stocker* – Derek just sent an email out today regarding the Modes of Operations which plays into part of the Resource Plan. The Modes of Operation committee will merge with the Fire Resource Plan Committee and a meeting will be scheduled in the next few weeks.
- H. SNO911 DRC/DSC.** *Andie Burton* – The committee is now in the process of looking at how to potentially divert more calls to the nurse line. They have been engaging with Evergreen NurseLine to see what sort of expanded services they may offer, and there is also talk of possibly looking at GMR Nurse Navigator. Aside from that, DRC/DSC needs to dive in and try to identify additional determinant codes that may qualify for a NurseLine transfer. Along with that, if there will be more transfers to the NurseLine, SNO911 will also need to beef up their policies as far as

how and when calls are transferred, as well as what to do when the calls get kicked back. Their next meeting is on Tuesday and they will be discussing this topic in depth.

4. **SNO911 UPDATE.** *Kurt Mills* – SNO911 should have a contract for the facility renovations to the Board next month. They have selected the construction and design firm and are continuing to line everything up. Kurt reiterated that the new building will have extra space that can be utilized by our user agencies. Law enforcement is considering whether they can use it for some of their training, and fire is welcome to do the same.
5. **OLD BUSINESS.**
 - A. **First Due Workgroup.** *Todd Anderson* – The draft copy was given to the Fire Chiefs Association, and they are waiting on feedback before they finalize it. Elsa is working on getting a link for all the departments so they can put that into FirstDue, and they can use that platform as well.
 - B. **Stressed Operations/FOCs.** *Derek Wilson* – Derek shared a document that covered the current FOC process, the proposed concept and an activation and advisement plan. After much discussion they decided that this should fall under the County Fire Resource Plan Committee. If anyone wants to be part of this committee, please reach out to Derek via email.
 - C. **Wildland Team.** *Jeremy Stocker* – This topic was discussed at Fire TAC back in October or November, and since everyone thought it was a great idea, and at the suggestion of Chief Neuhoﬀ, Jeremy took it to SOPB. They didn't seem too interested so Jeremy brought it back to Fire TAC to suggest that this be added to the Fire Resource Plan and see where it goes.
6. **NEW BUSINESS.**
 - A. **Fire Shared Services Consultant RFP.** *Kurt Mills* – The Chief's Association has a desire to hire a consultant to assist with overall assessment and make some recommendations for areas to increase the cooperation between the 22 independent fire departments and SNO911. In an effort to operate more seamlessly as a system, back on February 6th, the chiefs requested that SNO911 assist with procuring an RFP to find a consultant to come in and help with this. The consultant will conduct interviews with all the stakeholders and all the different departments to get a good feel for opportunities to improve efficiencies. This is on the agenda for the Board meeting tomorrow, and Kurt just wanted to let Fire TAC know.
 - B. **Fire Station Alerting.** *Kurt Mills* – SNO911 provides the over the air component of the fire station alerting, and they host the brains of the Locution System. The equipment that exists inside the fire stations, however, is owned, operated and maintained by the individual fire departments. A few exceptions include new radios that SNO911 is providing for the stations. The challenge that exists is that the current paging technology is old and antiquated. It feels like a recipe for disaster - If a station's equipment fails, and they don't get a notification, there can be a delay and potentially a bad outcome. Back in the SNOPAC days, they supported a short term interest free loan for agencies to use some of SNOPACs capital dollars, to encourage agencies to purchase Locution so they would have a secondary alerting tool within their stations. In talking with Chief Guptill, the loan scenario came up again, and Kurt is hoping that if they can get the Board to approve another loan situation, agencies would take advantage of it. Kurt feels that having Locution is extremely important and is therefore willing to do this again. Dave DeMarco pointed out that Locution isn't just an initial capital purchase, it's also a subscription. And the subscription is required, it's not optional. For a department the size of Everett, it's an additional \$12-\$13,000 a year. Per Darryl Neuhoﬀ, Locution seems to be functioning quite well, but he feels that there needs to be a decision on what the alerting system should be. Decide what technology

they want to use, establish a standardized station alerting system, establish a standardized on-call personnel alerting system and redundancy system, and then determine that THAT is the system that will be used in this agency. Darryl feels that this is an opportunity to standardize everything instead of trying to piece meal everyone's different needs and desires. He completely supports funding a bank roll in order to get this taken care of. After much discussion, Kurt reiterated that the station alerting components are the fire agencies responsibility. SNO911 plays a key role of course, and they support the agencies. Locution is the standard and Active 911 is the standard, but at the end of the day, it's the fire agencies responsibility.

- C. Nurse Triage System Demo.** *Kurt Mills* – Kurt shared a document and spoke of the ongoing discussions about the expansion of nurse triage as we know it today. Last year SNO911 transferred 88 calls for the entire year. In a lot of communities, they are referring up to 10% of their EMS volume to nurse lines. What is impressive about some of the systems that they have looked at so far is that the nurse can provide a lot of different services. Examples would be helping the patient figure out what physician to go see depending on their insurance, or what resources other than an ambulance are available to them, such as a taxi or Lyft, to get them to the doctor or a clinic. Kurt feels that SNO911 is a little behind the curve compared to a lot of other communities that are using these services. GMR Nurse Navigator has offered to come out and do a thorough demo of their system. Kurt wants to know who would be interested, and if this is something that should take the place of a monthly Fire TAC meeting. Per John Chalfant, he thinks that setting up the demo during a regular Fire TAC meeting would be a good idea. There was general agreement on this, so Kurt will set it up. Details to come.
- D. CAD to CAD with NORCOM.** *Derek Wilson* – Derek has been involved in some of the test and demo meetings, and now they are at a point that they need to bring fire in to the discussions. They realized there will be a much larger CAD impact and an operational impact than they initially thought. They have a pretty good idea of how they are going to deploy this with NORCOM, but they need to discuss the decision with the current status delays. Things will be a little different for fire, so there will need to be some minor training, probably some mobile screen shots sent out that the fire community will have to draft and push out, and Derek is hoping some representatives from some of the agencies are willing to assist with this. John Chalfant volunteered either himself or one of the BCs to participate for South County Fire. Colby Titland volunteered to participate in place of Steve Guptill.
- E. Fire Alarm Call Processing Discussion.** *Derek Wilson* – With the limitation of ASAP, the Automated Alarm Process, the current policy needs to be reviewed. One issue is the one trip, one reset not resulting in a dispatch. With ASAP, the call is entered and dispatched before the information is obtained from the monitoring company in most cases. This results in units being dispatched and responding when they could have been cancelled. The question to the group was if agencies still wanted to keep the existing policy, or are they comfortable with being dispatched to one trip, one reset alarms. If they want to keep the policy as is, they will have to turn off receiving these types of alarms via ASAP to the PSAP. Andie provided background on the system and explained the benefits of its use (frees up call takers). If possible, SNO911 would prefer to receive more alarms via the system, but defers to the group for direction. Ultimately, it was decided to turn off receiving these alarms for now and bring back data on how many of these types of calls come in, and then make a decision.
- F. Wall Time Dashboard Demo.** *Andie Burton* – Last month at TAC there was discussion and concern about wall times, and Chief DeMarco mentioned that Everett had put together a report

to monitor this for their own agency. SNO911 volunteered to take a stab at putting something together showing county wide wall time data. Data Analyst Brittney Martens and Andie presented the dashboard. This information is pulled from CAD data and ESO data, and there is a page that applies wall times to the various EMD determinant codes and response levels as well. This may be used as an additional data point for DRC/DSC in the review of additional determinants that could be sent to a nurse line or other resource. There are some screen shots that will be included in the meeting minutes for further review; Brittney and Andie would love some feedback.

7. **GOOD OF THE ORDER.** *John Chalfant* – Regarding rapid dispatch, South County Fire has had a lot of issues. Rapid dispatch comes out as an aid call, the first unit gets dispatched, and as they start gathering more information to make the final determinant code, it picks up additional units. John would like other agencies to be aware of this, and he thinks this is probably something that needs to be discussed at Fire User Group. Per Chris Gass, this is something that went to FUG, and they need to discuss it further. The primary issue of what's happening is, when a unit is AIQ, CAD uses the station location to calculate routing and ETA per call. As soon as they are placed in a dispatch status, CAD then uses their GPS location. The GPS location most likely differs from the station location, and it could be a little bit closer to the call, or it could be a little bit further away from the call. If it's a little further away from the call, and this could be by hundredths of a second, CAD will now think the other units AIQ in the station are closer, and will tone them as a better unit. So now they're ending up with multiple units from the same station getting toned on calls. This is happening about 3 times a day to SCF, and it has happened to Getchell and Granite Falls as well. After much discussion, it was decided that there should be a special meeting with FUG next week to come up with a solution.

A motion was made by Jeremy Stocker to take direction from FUG regarding the timing in dispatching and decide what they think is best, and that they email the Chair of Fire TAC to let everyone else know the outcome. Seconded by Ryan Lundquist. Unanimously approved.

8. **ADJOURN.** The Fire TAC / Operations Committee adjourned at 3:45 p.m.

The next Fire Technical Advisory / Operations Committee meeting is scheduled for Wednesday, March 15th at 1:30 p.m. via ZOOM, or in-person at the Snohomish Training Annex.

**Snohomish County 911
Finance Committee
Meeting Summary for March 9, 2023 / 1:30 – 3:00 pm
Location: Remote Meeting via Zoom**

Meeting Attendance:

Committee Members					
Dave DeMarco	✓	Derek Daniels	✓	Steve Guptill	
Jim Lawless	✓	Ken Klein	✓		
Staff and Guests					
Kurt Mills	✓	Terry Peterson		Wade Anderson	✓
Diana Brown (OAC)	✓	Tiffani Brown		Sharon Brendle (notetaker)	✓

1. **Call to Order and Announcements.** The meeting was called to order at 1:32 p.m. by Chair Dave DeMarco. There weren't any announcements.
2. **Reports.**
 - A. **Blanket Voucher Report for February.** There were no questions. **Derek Daniels moved and Jim Lawless seconded to recommend the Board approve the Blanket Voucher Report for February. The motion passed.**
 - B. **Fund Balance Report for February.** Wade went over a few changes that have been made to the form: Fund 110 has been retired, and Fund 155 has been added. This is the Bond Repayment Fund and Wade reported that he expects to receive the \$8.6 million any day which will be deposited Fund 155. The bond payments (every April and October) will be made from that fund. He had also included some descriptions to improve understanding of what the funds are for.
3. **Old Business.**
 - A. **Correction to the February APF Year End Budget Activities.** Kurt said no action is needed. He just wanted to inform the committee that a scrivener's error had been detected on the APF that was approved by the Board last month. Action 2 showed that the General Reserve was Fund 70. It should have read Fund 90.
4. **New Business.**
 - B. **Future Facility Progressive Design Build Phase 1A Contract.** Diana Brown, from OAC, walked the committee members through the Project Status Report that she had provided. She highlighted the terminology used in the industry, an overview of the proposed schedule, and a description of Phase 1 and 2 (Design and Construction). She also gave an explanation of what the GMP is. That refers to Guaranteed Maximum Price, which will determine the maximum price the agency will pay for all the design and construction of the project, not including tax. The GMP Budget includes construction, design and contractor contingency. These are funds which will be held by the contractor to cover any unforeseen conditions that may arise during the construction of the project. The Project Budget also includes some soft costs that the agency is already incurring and that are outside the contractor's scope of work. Some examples include OAC's contract with SNO911, the purchase of the property, along with any other specialty consultants (special inspections, commissioning, etc.). She explained that by code, the contractor cannot carry any contracts outside of their scope. She also explained Furniture, Fixtures and Equipment, or FF&E. This relates to anything not connected to the building, such as desks, cabinets, appliances. This would also include any of the 911 communications equipment and consoles. There is ongoing discussion between OAC and the contractor to see if the consoles could be part of the GMP. She also explained

owner contingency to cover added scope, and any unforeseen conditions that need to be dealt with. She said the contingency fund right now is quite large, but she expects that as the project moves forward some of those contingency dollars can be released. Once risks are mitigated, the agency can be more comfortable with not carrying as much contingency as before so those funds can be reinvested back into the project.

Kurt provided a copy of the contract and proposal with Lydig Construction. The contract is the same one that was included in the RFQ and contains SNO911's terms and conditions. Diana talked about the components of Phase 1, including pre-design services that will need to take place. She added that it's also a time for enough information to be known so that the contractor feels comfortable enough to set a GMP for the project. Phase 1A would also include early programming, and some project definition based on an existing building. One of the early activities expected is a seismic upgrade, because of the call center build requirements, as well as some exploratory demolition. Answering a question on who the designated project manager from SNO911 will be, Kurt replied that Business Unit Manager, Steve Lawlor, had already stepped into the role and has been onsite at the building since the beginning. OAC is the builder rep, and they will also have a project manager on their team. Steve is currently transitioning off the radio replacement project and over to supporting the future facility exclusively.

Staff is requesting the Board authorize the Lydig contract. **Jim Lawless moved to recommend the Board approve the Executive Director to authorize the Lydig contract for an amount not to exceed \$1,300,686 pending final legal review. The motion was seconded by Ken Klein and approved unanimously.**

5. **Good of the Order.**

- None.

6. **Adjourn.** The meeting was adjourned at 2:05 pm. The next meeting is scheduled for April 13, 2023 at 1:30 p.m.

**Snohomish County 911
Personnel Committee
Meeting Summary for March 8, 2023 - 9:00 a.m.
Location: Web Conference**

Meeting Attendance:

Committee Members					
George Hurst, Chair	✓	Thad Hovis	✓	Jonathan Ventura	✓
Staff Support Team					
Kurt Mills	✓	Terry Peterson		Wade Anderson	
Tiffani Brown (note taker)	✓	Rosie Akopyan	✓		

Decisions are underlined; follow up matters are in *italic*.

The meeting was called to order by Committee Chair George Hurst at 9:04 a.m.

- 1. Review Staffing Report.** Kurt reported to the committee that the agency is at 93.2% staffing and with 19 candidates in the queue for the April academy, he thought it was looking very promising that the agency will be up to full staff soon. Cross training in the dispatch center numbers are improving as well. Supervisor vacancies will impact the dispatcher numbers but steady progress is being made. He added that changing to CritiCall was a good move, and SNO911 candidate numbers for new testers has improved as well as the quality of candidates.
- 2. Introduction of HR Director.** Kurt introduced Rosie, the new HR Director, for SNO911. Rosie gave a brief synopsis of her background and the committee welcomed her. Committee members responded by introducing themselves and explaining their positions.
- 3. Increased Authorized Dispatcher Headcount.** Center staffing has reached 93%. Kurt reminded the committee that carryover dollars were used to put money into the designated reserve so they would have funding for this. The need is to increase the headcount and in May, SNO911 hopes to hire 7 (or more) and continue that momentum to get to full capacity as soon as possible. Those funds won't be moved into the operating budget right now because the need is not there. Understaffing has created some budget reserve and as SNO911 brings on new hires, their salaries may need to be pulled from that reserve. George recalls the initial conversation on the topic and has no reservations at this time about adding to the headcount. Thad and Jonathan both agreed with the increase as well. the committee applauded Kurt for the success and George reiterated that they support the proposal.
- 4. Consultant Services.** Kurt shared a proposal for additional consulting services. The committee agreed to bring the topic before the board at the next meeting. They acknowledged the projects nod towards wellness.
- 5. Claims Updates.** The committee adjourned their regular session at 9:28 a.m. to discuss sensitive matters. Non-leadership staff were excused at that time.
- 6.** The next Personnel Committee Meeting is scheduled for Wednesday, March 9, 2023 at 9:00 a.m.

Snohomish County 911
Future Facility Committee
Meeting Summary for March 7, 2023, 1:00 – 2:00 pm
Location: Web Conference

Meeting Attendance:

Committee Members					
Dave DeMarco	✓	George Hurst	✓	Steve Guptill	✓
Staff Support Team					
Kurt Mills	✓	Wade Anderson	✓	Sharon Brendle (notetaker)	✓
Terry Peterson		Steve Lawlor	✓	Tiff Brown	✓

Decisions are underlined. Follow up items are in *italics*.

1. **Call to Order.** The meeting was called to order at 1:02 p.m.
2. **Site Visits to Hennepin County 911 (Minneapolis), and San Antonio 911.** Kurt reported that travel plans are being worked on to visit a couple of 911 facilities that had been designed by Ross Drulis Cusenbery. He expects 9 or 10 people from SNO911 and OAC to attend, along with 3 people from Lydig. An invitation was extended to the Future Facility Committee, but the committee reached consensus and decided that staff should go on the visits alone. Travel is being planned for the last week of April. He explained the importance of seeing other centers before work is started here. Staff and committee members have visited ValleyComm in Kent, as well as South Sound 911 in Tacoma.
3. **PBD Contract.** Kurt explained that this topic will be presented to the Finance Committee for a full evaluation, but he wanted to share some highlights with the Future Facility Committee. He shared a dashboard prepared by Diana Brown of OAC. He explained that they are prepared to sign the Phase 1 contract with Lydig Construction. The dashboard reported on the project status, including a spending summary of costs to date, along with a timeline. They will be asking the board for approval to cover preconstruction services. He explained that for now they've been working with professional estimates, with the plan to work towards getting the guaranteed maximum price so they can proceed.
4. **Round Table.**
 - Steve Lawlor reported that surplus furniture process is progressing slowly. North County Fire is scheduled to pick up items this week, along with other agencies. He's given everyone a deadline for the end of the month, then will start sending items to auction. He plans on keeping some for the construction team to use while they work on the building.
 - Kurt reported that there was a break-in a couple of weekends ago. Activity was spotted by one of our IT staff, and he quickly called it in. There was a significant response by Everett PD and they arrived on scene and apprehended the three juvenile suspects. The broken window is boarded up, but there are no plans to replace it until renovations

takes place. Plans for securely fencing the property were discussed and Kurt said that while staff has had multiple conversations on the issue, decisions haven't been made yet.

5. **Next meeting.** The meeting was adjourned at 1:18 pm. The next meeting is scheduled for Tuesday, April 4, 2023 at 1:00 pm.

MEETING TEAM



CRAIG GREENE
PROJECT EXECUTIVE



BOB HEGGENES
PROJECT MANAGER



MICHAEL ROSS
PROGRAM PRINCIPAL



MALLORY CUSENBERY
DESIGN PRINCIPAL



ADAM HUTSCHREIDER
ARCHITECT OF RECORD



CHAD UPHAUS
SUPERINTENDENT



TIM CASAD
CHIEF ESTIMATOR



DIAHNNA NÚÑEZ
DIVERSITY, INCLUSION &
OUTREACH MANAGER

ADDITIONAL TEAM MEMBERS



KELLY HOLMAN
DESIGN PROJECT MANAGER



DAVID CURRAN
SENIOR PROJECT ARCHITECT



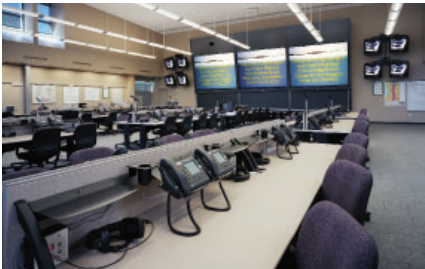
CHRISTIAN WALDO
VDC/BIM MANAGER



STEVE BRENNAN
SAFETY OFFICER

SNO911 | EMERGENCY COMMUNICATION CENTER

RELEVANT PROJECT EXPERIENCE



King County / Kent Pullen Regional 911 Communications & Emergency Coordination Center
Renton, WA

The new 37,000 SF Regional Communications & Emergency Coordination Center is the Sheriff's Department 911 Dispatch and OES Emergency Operations center for King County.

37,000 SF



Seattle Fire Station #10 Emergency Command Center (Fire / 911 Dispatch / EOC)
Seattle, WA

Located on a 62,000 SF urban site, the public safety complex integrates the City of Seattle's largest fire station, the Emergency Operations Center, and the Fire Alarm Center.

62,000 SF



Hennepin County 911 Emergency Communications Center
Plymouth, MN

The Emergency 911 Communications Center handles between 650,000 and 750,000 calls annually, which amounts to more than 2,000 calls each day taken at 21 consoles.

45,000 SF



Palo Alto Public Safety & Emergency Communications & Operations Center & Public Parking Garage
Palo Alto, CA

A new 137,736 SF, three-story LEED Gold, police station, fire administration, and emergency communications and operations facility.

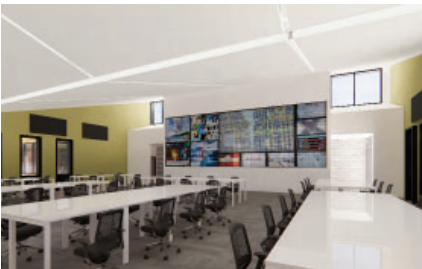
137,736 SF



Vancouver Police / Fire / Emergency 911 Communications & Emergency Operations Centre
Vancouver, B.C.

The facility is a 24-hour, high security building, with building system redundancies allowing the building to be completely operational during disasters. The facility has 75 dispatch / call takers stations.

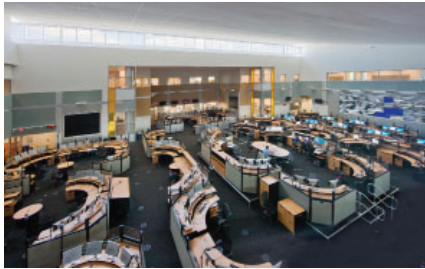
70,000 SF



Lake County Libertyville Regional Operations & Communications Facility
Libertyville, IL

The 911/EOC project is a 37,476 SF one-story joint facility. It combines the consolidated 911 Dispatch Center, the Emergency Management Agency EOC, and ETSB Offices.

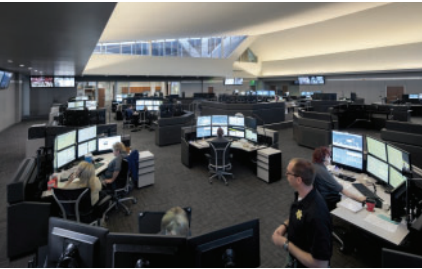
37,476 SF



Fairfax County Public Safety & Emergency Communications & Operations Center
Fairfax, VA

The 140,000 SF facility is the strategic command center for the State of California Office of Emergency Services, which handles a full range of emergency response activities.

140,000 SF



Maricopa County Sheriff's Department Administration & 911 Dispatch Center / EOC
Phoenix, AZ

The new facility is 126,000 SF and combines Maricopa County's 911 dispatch / Emergency Operations Center functions with the Maricopa County Sheriff's administrative office.

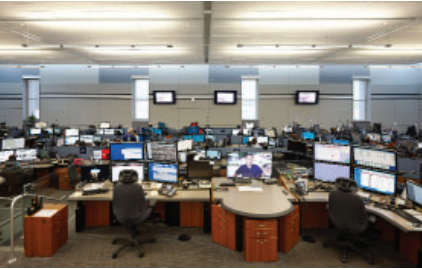
126,000 SF



Gwinnett County E-911 Communications & Emergency Operations Center
Lawrenceville, GA

A new building of 45,000 SF, equipment yards, and parking. A portion of the building is designed and constructed to meet the standards for "hardened first responders" facilities (FEMA 361).

45,000 SF



San Antonio Public Safety Answering Point (PSAP) Communications Center
San Antonio, TX

A new facility with a high degree of survivability, including a 115-operator dispatch room. The building is designed to withstand EF4 tornado wind loads.

40,000 SF